

CITATION: *Copper Refineries Pty Ltd Award - State 2002*
Reprint of Award - 10 December 2009
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

COPPER REFINERIES PTY LTD AWARD - STATE 2002

Pursuant to s. 698 of the *Industrial Relations Act 1999*, Copper Refineries Pty Ltd Award - State 2002 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Copper Refineries Pty Ltd Award - State 2002 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

COPPER REFINERIES PTY LTD AWARD - STATE 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Copper Refineries Pty Ltd Award - State 2002.

1.2 Arrangement

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1.3 Date of operation

This Award will take effect from 23 December 2002.

1.4 Application

This Award shall apply exclusively to all persons for whom rates of wages are prescribed employed by Copper Refineries Pty Ltd (CRL), Townsville.

1.5 Parties bound

This Award is binding upon the employees as prescribed by clause 1.4 and their employers;

The Australian Workers' Union of Employees, Queensland;

The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;

The Electrical Trades Union of Employees of Australia, Queensland Branch;

The Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees; and

The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees.

1.6 Definitions

1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 The terms "Company" and "CRL" means Copper Refineries Pty Ltd.

1.6.4 "Union" means The Australian Workers' Union of Employees, Queensland;

The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;

The Electrical Trades Union of Employees of Australia, Queensland Branch;

The Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees; and

The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees.

1.7 Exemptions

1.7.1 The provisions of this Award shall not apply to employees where:

(a) the Company and employee have agreed in writing to that effect; and

(b) the Company can demonstrate a new and/or different role for the employee; and

(c) the employee is remunerated above the rate prescribed in this Award for RT12 in the case of tradespersons or RO8 in the case of non-tradespersons (in the case of an employee classified as RT13 the employee is to be remunerated above the rate prescribed for that level):

Provided that the overall terms and conditions for such employees shall be no less favourable than would have been the case had the written agreement not been entered into.

Employees will be able to continue to undertake any task limited only by the skills and competencies they hold, provided it is safe and legal to do so.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at the enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between the Company and employees in the enterprise is contingent upon the agreement being submitted to the Commission in accordance with chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of CRL and to enhance the advancement opportunities and job security of employees.

Communication and consultation at the workplace level will be via the existing organisational structures. Accordingly, the format, process, and structure of the consultative mechanisms will be appropriate to the needs of the various departments and/or sections. Measures raised for consideration consistent with the objectives of this provision, and principles agreed at the JCC, shall be processed through these mechanisms.

3.2 Grievance and dispute settling procedure

It is the intention of this procedure and agreed by the parties that every endeavour will be made to amicably settle disputes and/or grievances by direct negotiation and consultation. To facilitate the settlement of disputes and grievances, the following channels of communication shall apply.

- 3.2.1 *Step 1.* In the event of any employee having a grievance, the employee shall discuss the matter with the immediate co-ordinator, and if the employee desires, may be accompanied by a Union representative.

If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.4.

- 3.2.2 *Step 2.* If no settlement of the grievance is reached at Step 1, the employee or the Union representative shall be at liberty to bring the matter before the department management.

A representative of the human resources section may be present at Steps 1 and 2.

- 3.2.3 *Step 3.* If the matter is still unresolved, it shall be formally submitted by the Union to the human resources manager or the appropriate representative. Local full-time officials of the Union may at this stage become involved in discussions.

- 3.2.4 *Step 4.* Should the matter remain unresolved, it shall be referred for discussion between group industrial relations and state officials of the Union concerned.

- 3.2.5 *Step 5.* Where a dispute arises out of a change in existing custom, the Company shall make every endeavour to settle the dispute prior to making any change to such practice/s.

- 3.2.6 *Step 6.* Provided that it is not injurious to the health of the workers concerned or contrary to safe working procedures, the Union shall, while the above procedure is being followed, make every endeavour to have normal work continue. The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

- 3.2.7 *Step 7.* No party shall be prejudiced as to final settlement by the continuance of the work in accordance with clause 3.2.

- 3.2.8 *Step 8.* In the event of no settlement being reached, the grievance may be referred by either party to the Commission.

3.3 Payment for attendance at conferences

3.3.1 Compulsory Commission conferences called at the request of the Company

Payment of actual loss of remunerative time will be made to a delegate or delegates accepted by the Company to be involved in particular areas in which the dispute occurs. The Company, may from time to time, agree to pay additional Union members who may be directly involved in the dispute.

Payment in these cases will be subject to actual attendance at the conference and employees concerned will be required to resume their normal duties within a reasonable time.

3.3.2 Compulsory Commission conferences sought by a Union

Actual loss of remunerative time will be paid to one delegate accepted by the Company to be involved in an area or areas in which the dispute occurs. Payment in these cases will be subject to actual attendance at the conference and employees concerned will be required to resume their normal duties within a reasonable time.

3.3.3 Compulsory conference concessions are conditional

The concessions in clauses 3.3.1 and 3.3.2 are conditional on no stoppage, ban, or other limitation of work during the time from the commencement of the matter in dispute until it has been considered in the Commission, and normal work being maintained.

3.4 Corrective action

3.4.1 It is not possible to list all breaches of discipline nor to define the precise action to be taken in every case because there will be different degrees of offence.

3.4.2 The following procedure applies as a general policy, although individual circumstances, including consideration of the employee's conduct record and the length of service, may warrant some variation of the normal disciplinary action steps for specific breaches, ie. the facts for some cases may warrant the corrective action to commence at *any* step.

3.4.3 A corrective action report will be completed by the co-ordinator for any action taken under the steps in this procedure and a copy will be handed to the employee. On the first occasion that corrective action is taken the employee concerned will also be handed a copy of the procedures and have them explained. At any step of the procedure the employee has the option of having a Union representative present.

3.4.4 Steps

- (a) Step 1. *Counsel* - Counsel employee to indicate clearly what is expected and required of the employee.
- (b) Step 2. *Caution* - Caution employee to indicate disciplinary action has been taken and will be recorded.
- (c) Step 3. *Reprimand* - Reprimand and record.
- (d) Step 4. *Final reprimand and/or suspension* - The employee will be advised that a recurrence will result in dismissal. If appropriate, a formal Company referral to the Company's employee assistance program will occur. (Union representative should be present at final reprimand.)

3.4.5 Suspension

- (a) The Company may suspend an employee or employees without pay from their employment in cases of serious misconduct.
- (b) Any employee so suspended and the appropriate Union representative shall be notified in writing of the suspension and its duration.
- (c) Such suspension may be appealed on the grounds that it is harsh and unjust, and such appeal shall be dealt with in accordance with clause 3.2 grievance and dispute settling procedure.
- (d) The period of suspension shall not be counted as service or employment for the purpose of annual leave, sick leave and long service leave, or any other service or experience related payment. However, service accrued prior to the time of suspension will continue to be recognised for all purposes.

3.4.6 The foregoing steps shall be subject to appeal through the grievance and dispute settling procedure either by the employee direct or through a Union official.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of employment

4.1.1 Employees other than casuals covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) temporary as prescribed in clause 4.5;
- (c) part-time as prescribed in clause 4.6; or
- (d) casual as prescribed in clause 4.7.

4.2 Incidental or peripheral tasks

4.2.1 CRL may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote de-skilling.

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

4.2.3 Any direction issued by CRL pursuant to clauses 4.2.1 and 4.2.2 shall be consistent with CRL's responsibility to provide a safe and healthy working environment.

4.3 Acting staff

4.3.1 Appointments to acting staff positions may be made as necessary for relief purposes or training.

4.3.2 In respect to those employees who are members of The Australian Workers' Union of Employees, Queensland, this acting period shall not be more than 18 weeks per employee per year commencing June 30 each year.

4.4 Additional labour

The Unions recognise that the Company requires from time to time the use of additional labour to supplement its permanent workforce when certain work is to be performed. Such additional labour requirements will necessitate the use of casual and temporary modes of employment or the use of contractors.

The Company will advise the appropriate Union/s of the need for such employment.

4.5 Temporary employees

4.5.1 The Company recognises the right of the appropriate Union to discuss with the department manager and human resources section the opportunity of a temporary employee obtaining future permanent employment as positions become available.

4.5.2 With respect to temporary employees, the Company does not envisage that such labour will be engaged for an initial period in excess of 12 months. However, where this occurs through business necessity, ie. major contractors or additional contracts, an extension of temporary employment may be offered to an individual.

4.5.3 The parties agree that to enhance flexibility in the use of labour for operational requirements the Company may employ temporary labour subject to the following conditions:

- (a) the provisions of this Award will apply to temporaries as if they were full-time employees except that such employment will be for a fixed term or terms;
- (b) preference for full-time employment will be given to temporary employees who meet the requirements for full-time vacancies that may arise;
- (c) temporary employees will not be engaged so as to avoid the employment of full-time employees.

4.5.4 All provisions contained in this Award shall apply to temporary employees with the exception of the following provisions:

- (a) service with MIM Holdings Limited Group;
- (b) training leave;
- (c) introduction of changes.

4.5.5 Temporary employees may be required from time to time to perform relief work on shift where shift workers are on an approved leave of absence.

4.6 Part-time employees

Employees may be engaged as part-time workers subject to the following conditions:

- 4.6.1 At the point of engagement of each part-time employee, the Company shall specify that the engagement is on a part-time basis.
- 4.6.2 The spread of ordinary working hours shall be the same as those prescribed for full-time employees.
- 4.6.3 The number of ordinary working hours in any one week shall not be less than 16 and shall not exceed 32.
- 4.6.4 The ordinary daily working hours shall be worked continuously, excluding meal break, and shall not be less than 4 hours or more than 8 hours per day.
- 4.6.5 Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.
- 4.6.6 Employees shall be entitled to a proportionate amount of annual leave, sick leave, long service leave, and bereavement leave as prescribed for full-time employees.
- 4.6.7 In each instance the proportionate entitlement shall be determined by dividing the average number of hours worked each week by 38.
- 4.6.8 An employee who would have been rostered to work on a gazetted public holiday and who is not required shall be paid for the ordinary hours normally worked on that day, provided the employee would have been ready, willing and able to work if required on that day.
- 4.6.9 Employees who work a minimum of 4 consecutive ordinary hours on any day shall be entitled to a rest pause of 10 minutes duration without loss of pay. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Company is deemed necessary.
- 4.6.10 Employees engaged on a part-time basis shall have their ordinary working days defined in their letter of appointment.
- 4.6.11 Subject to the provision contained in clause 4.6 all other provisions of the Award relevant to full-time employees shall apply to part-time employees.

4.7 Casual employees

- 4.7.1 A "Casual employee" is an employee engaged as such and paid on an hourly basis.
- 4.7.2 The minimum engagement shall be for 2 hours.
- 4.7.3 At the point of engagement of each casual employee, the Company shall specify that the engagement is on a casual basis.
- 4.7.4 A casual employee shall be paid 23% in addition to the ordinary award rates of pay for the class of work upon which such employee is engaged.
- 4.7.5 *Hours of work*
 - (a) Day worker overtime provisions will be payable to casuals whose daily work hours exceed 8 hours or weekly work hours exceed 38.
 - (b) Where a casual works outside of the agreed spread of hours for day workers for work performed on any day, Monday to Friday inclusive, the penalty payments applicable to day workers shall apply.
 - (c) Where a casual works on a Saturday or Sunday the penalty payments applicable to day workers shall apply.
 - (d) Where a casual works on a public holiday the penalty payments applicable to day workers shall apply, with a

minimum of 2 hours.

4.7.6 Allowances

- (a) Disability allowances paid as an amount per hour will not attract the 23% loading (eg Refinery, Wet work and Cleaning flues allowances).
- (b) Disability allowances paid as a time penalty eg. time and one-quarter, will be paid at the "ordinary Award rates of pay" plus 23%.
- (c) Where an allowance is expressed as a minimum daily amount, such amount shall be paid on a *pro rata* basis for casuals.

4.7.7 Payment of wages

Except where otherwise agreed between the Company and employee, casual employees will be paid at the end of each engagement or within 24 hours between Monday and Friday.

4.8 Trainees

This Award will apply where Trainees are engaged by CRL, except where as varied from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government Entities)*.

4.9 Anti-discrimination

4.9.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.9.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.9.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.9.4 Nothing in clause 4.9 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.10 Termination of employment

4.10.1 Statement of employment

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.10.2 Termination by employer

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks

More than 5 years

4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.10.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of CRL, save and except that there shall be no additional notice based on the age of the employee concerned:

Provided that the notice of termination specified in this clause may be varied by agreement between the employee and the company.

If an employee fails to give notice CRL shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

4.10.4 *Payment of termination*

In the case of dismissal of an employee or of an employee leaving the service of CRL, after the prescribed notice has been given, the employee shall be paid all wages due within 15 minutes of ceasing work. If such wages are not paid within the time prescribed, all waiting time in excess of 15 minutes shall be paid for at ordinary rates.

In the event of an employee being discharged or leaving without notice, the employee shall be paid all wages due within 24 hours or the termination of employment.

4.10.5 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.11 Introduction of changes

4.11.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job 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 makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.11.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.12 Labour redeployment

4.12.1 Clause 4.12.4 provides for the redeployment of employees in order to avoid retrenchment in cases of redundancy of jobs.

4.12.2 The matter of redundancies leading to retrenchment would be subject of separate discussion regarding conditions of termination should that occasion arise.

4.12.3 CRL must continue to improve productivity and efficiency in its operations to meet the challenge of fluctuating commodity prices, uncertainty of markets, volatility of exchange rates and other economic circumstances, etc. In meeting all of these challenges needs will arise to reorganise the existing workforce and this will necessitate redeployment. Should redeployment occur it will be carried out in such a way to preserve necessary skills and expertise and to provide for competent personnel. To ensure that redeployment is carried out with equity the following procedures and guidelines apply:

- (a) determination of which individual employees from particular sections are to be redeployed is the responsibility of the department manager;
- (b) the human resources section is responsible for the placement of employees to fill vacancies as they are notified;
- (c) redeployment is deemed to include voluntary transfers which specifically arise from situations where redeployment has been declared necessary

4.12.4 Procedures for redeployment of employees

- (a) Where labour numbers are in excess of requirements
 - (i) When required, the department manager and/or the co-ordinator of the department/section concerned will consider all employees where numbers are to be reduced according to the following criteria and select those employees who will be redeployed.
 - Medical classification
 - Experience and job history
 - Attendance and corrective action record
 - Special skills and qualifications
 - Training required
 - Seniority with the Company will be considered only when all other factors are equal
 - (ii) A list of all employees considered showing details of the above criteria indicating those to be redeployed will be prepared.
 - (iii) The department manager will then discuss with the human resources section the selection of individuals for redeployment.
 - (iv) The human resources section will retain the details of the employees to be redeployed for consideration for filling vacancies in other areas of the operation.

(b) Voluntary redeployment

As an alternative to clause 4.12.4(a), the Company, where it is appropriate may nominate by notice the section in which redeployment is to apply and call for volunteers and select according to the guidelines detailed in clause 4.12.4(a)(i) and (d). If no volunteers are forthcoming or if they are unsuitable the Company will nominate an individual in accordance with the above procedure.

(c) Where labour numbers are less than requirements

- (i) The department manager will advise the human resources section in writing of any details of vacancies required to be filled listing any special qualifications necessary eg. skills, medical classifications, etc.
- (ii) The human resources section and the manager of the department in which the vacancy exists will select employees from those to be redeployed. This decision will be final as to the placement of the employee to a new department.

(d) Redeployment procedure

- (i) Upon being requested to fill a vacancy the human resources section will select an employee from the list of employees to be redeployed considering the following criteria:

- Medical classification
- Experience and job history
- Special skills and suitability to the new job
- Training required

- (ii) Where possible classification reductions will be avoided.
- (iii) The human resources section will ensure maximum possible notice of redeployment is given with minimum of 10 days, except in unusual circumstances or emergencies.
- (iv) The human resources section will advise the departments and employee concerned in writing of the redeployment, giving details as to the new department, classification, starting date and who to report to.
- (v) The human resources section will interview the employee concerned to ensure the employee understands, and at the same time will provide the employee with the following information:
 - Details of superannuation contributions and entitlement
 - Conditions applying to the new job
 - Review procedure
- (vi) Should an employee upon being told of that employee's redeployment, have a grievance concerning the matter this will be handled through the review as outlined in clause 4.12.4(e).
- (vii) The Company is responsible for advising the respective Union officials of Award employees who have been redeployed as this occurs.

(e) Review procedure

- (i) This procedure enables an employee's grievance to be heard by the employee relations adviser together with the manager and co-ordinator involved in the redeployment decision. The appropriate shop steward will attend the hearing unless the employee being redeployed specifically requests otherwise in the presence of the shop steward or the employee relations adviser.
- (ii) A second level of this procedure provides for the involvement of a full-time (relevant) Union official.
- (iii) Every effort must be made to complete this procedure before the nominated date for redeployment. To achieve this it is required that the employee concerned notifies the grievance to the co-ordinator or Union representative without undue delay.
- (iv) Regardless of the above procedure being followed the employee will commence in the new department on the nominated date.
- (v) Provided the grievance is notified to the Company without undue delay, should the above procedure not be completed before the nominated date of redeployment, the employee will not suffer any loss of ordinary pay through commencing in the new department if the review decision is that the employee should be returned to the previous existing job.

4.12.5 *Seniority*

The following practices have applied in respect of seniority:

- (a) current Company service except for periods of apprenticeships
- (b) Company service - It is generally agreed that service with the Company and not with the particular section or department is the service to be considered for seniority purposes in the area in which redeployment is to occur. This means that an employee with 5 years CRL service who has been 2 years in a department in which redeployment is to occur would have seniority on an employee who started with the Company in that same department 3 years ago.

4.13 **Redundancy**

4.13.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.13.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.13.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.13.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.10.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.13.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.13.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.13.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.13.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.13.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.13.1 'Consultation before terminations', the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.13.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.10.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.13.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.13.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.13.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.13.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.13.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.13.10 *Employees with less than one year's service*

Clause 4.13 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.13.11 *Employees exempted*

Clause 4.13 (Redundancy) shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.13.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.13 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.13.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.13.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.13.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.13.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.14 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification structure

5.1.1 There are 2 generic classifications within this structure, Refinery tradesperson and Refinery operator. A Refinery tradesperson is an employee engaged as such and who holds a Trade Certificate or Tradesperson Rights Certificate in a relevant trade. A Refinery operator is any other employee (excluding apprentices).

Each classification has designated work streams. Within the Refinery tradesperson classification there is a mechanical stream which includes fabrication and building, and an electrical stream which includes electronics and instrumentation. Within the Refinery operator classification there are 3 streams, ie refinery process, manufacturing, and services.

The streams denote the principal line of skills held and used by an employee, but do not confer job ownership or in any way demark the type of work being performed to any particular category of employee.

5.1.2 Each employee shall be classified according to -

- (a) the type of skills and knowledge held and utilised; and
- (b) their level of competence.

The completion of designated "skill units" will enable an employee to progress within the structure and its levels in accordance with the agreed applicable skill unit menus.

A skill unit is nominally 40 hours of structured training.

5.1.3 *Refinery operator 1 (81.5%)*

This is the lowest level of relevant skill of an employee entering the workforce. It contemplates the levels of work skill of a person who has just left school or has been engaged in work not related to the Company's operation.

Employees in this level work to the full extent of their ability on miscellaneous work in non-production areas. Without limiting the scope of work of a Refinery operator 1, duties which are indicative of this level include:

- (a) general tasks such as lifting, moving, digging, shovelling and sweeping
- (b) load and carry materials and equipment about the plant
- (c) keep offices, laboratories, lunch rooms, wash areas, toilets, furniture and fixtures clean and sanitary
- (d) dispose of rubbish and perform general clean up work
- (e) keep working areas and equipment clean, safe and orderly
- (f) maintaining safety and other supplies

Employees at this skill level work under direct supervision, and may be undertaking training in preparation for advancement to Skill level 2.

5.1.4 *Refinery operator 2 (85.5%)*

This level contemplates the skills of an employee who has had previous work experience related to the Company's operations or is deemed competent.

Employees in this level work to the full extent of their ability on miscellaneous work in production or non-production areas. Without limiting the scope of work of a Refinery operator 2, duties which are indicative of this level include those similar to Refinery operator 1.

Employees at this skill level work under direct or routine supervision and may be undertaking training in preparation for advancement to Skill level 3.

5.1.5 *Refinery operator 3 (89.5%)*

This represents the first level of broadly skilled competence. It contemplates the skills of an employee who has received sufficient training and work experience to enable the employee to work either alone or as part of a team in performing functions in a non-training mode.

Before entering this level, an employee will successfully complete:

the CRL Induction Module, and

4 approved skill units, all being mandatory.

Employees at this level work to the full extent of their ability. Without limiting the scope of work of a Refinery operator 3, duties which are indicative of this level include:

(a) Refinery process

- (i) Operates equipment to carry out specialised cleaning, recovery or repair operations
- (ii) Inspects, packages, dries, labels, stores etc. refinery products and materials used in or produced by the refining process or associated activities

For example:

- Operating "Lato" water blaster
- Operating "Jet" blaster
- Washing tramp copper
- Servicing TE cells and baskets
- Servicing slimes trays, bags, samples, labels etc.
- Plate repairs, edge strips installation, "bar tipping", plate packaging.
- Filling black acid containers
- Inspecting anodes and cathodes
- Cellar floor maintenance
- Installing intermediate bars

- (iii) Perform maintenance tasks to the level of their training

(b) Manufacturing

- (i) General cleaning duties, ie domestic and industrial
- (ii) Operate take-off for product removal
- (iii) Product inspection weighing and recording
- (iv) Operate air-driven equipment and hand tools
- (v) Perform maintenance tasks to the level of their training

(c) Services

- (i) Receives, checks, stores, issues and despatches materials and equipment including bulk supplies
- (ii) Lifts, slings and moves materials, eg. with electric forklift and pendant crane
- (iii) Inputs data
- (iv) Operates hand tools and uses oxy-acetylene cutting to process salvage materials
- (v) Use of analytical balances and volumetric glassware
- (vi) Analysis of copper control samples
- (vii) Assists trades persons by preparing jobs, moving materials eg. by pendant crane/truck etc. Maintains, stores and issues tools. Operates equipment eg grinders, drills, cut off saws, forging hammer. Prepares for concrete work. Pours, finishes and protects (where necessary) concrete. Services, greases and lubricates machines including mobile equipment. Does brushwork. Requisitions stores. Threads pipe and bolts, plugs and pressure tests W/C sections. Does specialised cleaning and assists in testing machinery after repairs or modifications.

Employees at this skill level work under routine supervision and may be undertaking training in preparation for advancement to Skill Level 4.

5.1.6 Refinery operator 4 (93.5%)

This represents the second level of broadly skilled competence. It contemplates the skills required to operate and

perform basic service and maintenance to the extent of training received on the applicable plant and equipment. It also represents a level of skills requiring a major certificate of competency or other specific training.

Before entering this level an employee will, (in addition to level 3 training) successfully complete 7 approved skill units, of which 5 will be mandatory.

Employees at this level work to the full extent of their ability. Without limiting the scope of work of a Refinery operator 4, duties which are indicative of this level include:

(a) Refinery process

- (i) Loads and unloads anodes and cathodes to the refining and electrowinning cells as required by the refining and associated processes
- (ii) Conducts operations to achieve the correct alignment of electrodes, passage or refining current through the cells, flow of electrolyte etc. including at the cathode mother plate plating shop
- (iii) Checks for and corrects short circuits between electrodes
- (iv) Operates effluent plants, centrifuges, filters and boilers
- (v) Operates mobile equipment required to maintain movement of materials, products, supplies and equipment
- (vi) Conducts on-the-job training of other employees
- (vii) Assures the quality of own work in accordance with documented procedures
- (viii) Performs maintenance tasks to the level of their training

(b) Manufacturing

- (i) First level of mobile plant operation
- (ii) Operate pouring equipment
- (iii) Change rolls, operate mill and auxiliaries to roll rod and assist in the removal of cobbles
- (iv) Operate secor coiler to coil rod into packs and assist in the removal of cobbles
- (v) Conducts on-the-job training of other employees
- (vi) Assures the quality of own work in accordance with documented procedures
- (vii) Sets up and operates Cake and Billet Saw
- (viii) Produces anode moulds to customer specification
- (ix) Performs maintenance tasks to the level of their training

(c) Services

- (i) Preparation of copper samples into the form required for analysis
- (ii) Analysis of the physical properties of copper
- (iii) Operates environmental and industrial hygiene sampling and monitoring equipment. Calibrates, reads and maintains sampling equipment. Performs and assists with project work and pilot plant tests
- (iv) Inputs to computer system information derived from meters, manufactures thermocouples and does engraving
- (v) Conducts on-the-job training of other employees
- (vi) Assures the quality of own work in accordance with documented procedures
- (vii) Operates mobile equipment

- (viii) Performs tasks requiring a certificate such as rigging, scaffolding
- (ix) Operates computerised maintenance management system
- (x) Performs a range of specific skilled engineering tasks, to the level of their competence, associated with the prime functions of their job

Employees at this skill level work under limited supervision as individuals or a team, and may be undertaking training in preparation for advancement to Skill Level 5.

5.1.7 Refinery operator 5 (96.5%)

This level of operating competence contemplates the skills of an employee who is beyond the general plant and equipment operation phase and has attained skills in a special aspect of operations including basic control skills. It also represents a level of skills requiring a second major certificate of competency or other specific training.

Before entering this level an employee will (in addition to level 4 training) successfully complete 7 approved skill units, of which 4 are mandatory.

Employees at this level work to the full extent of their ability. Without limiting the scope of work of a Refinery operator 5, duties which are indicative of this level include:

(a) Refinery process

- (i) Operates solvent extraction plant, manufactures Bi-cupric arsenate, operates the nickel plant including deposit-out cells.
- (ii) Maintains and controls electrolyte flows and temperatures. Operates the electrolyte and slimes filtration equipment, leaching plant, tellurium cementation plant and rectifiers. Mixes and adds reagents to the electrolyte, controls the distribution of electrolyte volumes between the various storage's. Takes electrolyte samples, operates the copper monitor for liberator copper concentration. Familiar with emergency procedures, eg. power failures/equipment failures/circulation shutdown procedures etc.
- (iii) Carries out maintenance activities to the level of their training.
- (iv) Operates overhead travelling crane, stripping machines and anode reforming machines and mobile equipment.
- (v) Conducts on-the-job training of other employees and assists in the design of job-training modules.
- (vi) Assures the quality of work within the section in accordance with documented procedures, for own work and that of others.

(b) Manufacturing

- (i) Furnace and auxiliary equipment operation.
- (ii) Trouble shoots furnace and casting problems at the Cake and Billet.
- (iii) Operates overhead travelling crane and mobile equipment.
- (iv) Carries out maintenance activities to the level of their training.
- (v) Conducts on-the-job training of other employees and assists in the design of job training modules.
- (vi) Assures the quality of work within the section in accordance with documented procedures, for own work and that of others.

(c) Services

- (i) Analysis of refined copper and anode copper samples.
- (ii) Analysis of electrolyte type solutions and by-product samples.
- (iii) Preparation of powdered samples.
- (iv) Performs a broader range of skilled engineering tasks than R04, to the level of their competence, associated with the prime functions of their job.

- (v) Conducts on-the-job training of other employees and assists in the design of job training modules.
- (vi) Assures the quality of work within the section in accordance with documented procedures, for own work and that of others.

Employees at this skill level work under limited supervision as individuals or a team, and may be undertaking training in preparation for advancement to skill level 6.

5.1.8 Refinery operator 6 (100%)

This level of operating competence contemplates the skill of an employee, who, in addition to knowing what processes and equipment need to be operating and how to manage the control systems, has achieved a level of plant and process operation trouble shooting skills. It also represents a level of basic knowledge and understanding of production work scheduling and of general engineering development enabling the use of specific technical skills.

Before entering this level an employee will (in addition to Level 5 training) successfully complete 5 approved skill units, of which 4 are mandatory.

Employees at this level work to the full extent of their ability. Without limiting the scope of work of a Refinery operator 6, duties which are indicative of this level include:

- (a) Uses operational knowledge and trouble-shooting skills to improve processes.
- (b) Takes action to rectify/cope with abnormal conditions beyond the scope of R05.
- (c) Conducts on-the-job training of other employees and assists in the design of on-the-job training modules.
- (d) Acts as process improvement facilitator and/or process improvement project leader.
- (e) Exercises high level of knowledge of all aspects of plant eg. environmental procedures, fuel/air/gas/water/power/acid distribution systems etc. and associated isolation points.
- (f) Performs maintenance tasks to the level of their training.
- (g) Maintain furnaces and launders.
- (h) Exercises a detailed knowledge of emergency equipment.
- (i) Performs a broader range of skilled engineering tasks than RO5, to the level of their competence, associated with the prime functions of their job.
- (j) Analysis of process samples.
- (k) Use and maintenance of mass spectrometer in analysis of copper samples.
- (l) Determination of precious metals by Fire Assay samples

Employees at this skill level work under minimal supervision as individuals or a team, and may be undertaking training in preparation for advancement to Skill Level 7.

5.1.9 Refinery tradesperson 6 (100%)

A Refinery tradesperson 6 is an employee who is employed as such and who holds a trade certificate or Tradespersons Rights Certificate in a relevant trade and is able to exercise the skills and knowledge of that trade.

This is the lowest level of trade skills and employees at this level work to the full extent of their training and ability. Without limiting the scope of work of a refinery tradesperson 6, duties which are indicative of this level include:

- (a) Exercises trade skills and knowledge within a defined trade stream to overhaul, repair, maintain and modify basic process plant and general equipment and other work of a similar nature, and completes tasks to acceptable time and quality standards.
- (b) Understands and applies quality control techniques.
- (c) Exercises good interpersonal and communications skills.
- (d) Exercises keyboard skills appropriate to this level.
- (e) Plans logical task sequence and exercises discretion within the scope of this skill level.

- (f) Performs work under limited supervision either individually or in a team environment.
- (g) Operates all lifting equipment incidental to their work.
- (h) Performs non-trade tasks incidental to their work.
- (i) Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (j) Able to inspect products and/or materials for conformity with established operational standards.

5.1.10 Refinery operator 7 (105%)

This level of operating competence contemplates the skills of an employee who has achieved a high level of process and plant operation trouble shooting skills and broad control skills on all aspects of the operations in the department and is capable of performing additional functions to achieve efficient overall operations such as maintenance scheduling and preparation of shift production and work schedules.

Before entering this level an employee will have successfully completed 3 approved skill units in addition to the training requirements of RO6.

Employees at this level work to the full extent of their ability. Without limiting the scope of work of a Refinery operator 7, duties which are indicative of this level include:

- (a) Assists in quality system design.
- (b) Exercises good interpersonal and communication skills.
- (c) Exercises a full knowledge of production requirements important to the efficient operation of the department.
- (d) Designs and documents training modules.
- (e) Exercises maintenance skills to the level of their training.
- (f) Analysis of process samples
- (g) Use and maintenance of mass spectrometer in analysis of copper samples.
- (h) Determination of precious metals by fire assay samples.

Employees at this skill level are capable of supervising others on a short to medium term basis, and may be undertaking training for advancement to Skill level 8.

5.1.11 Refinery tradesperson 7 (105%)

A Refinery tradesperson 7 is a tradesperson who is employed as such and who as a result of additional training exercises a wide range of trade skills, additional to those of a Refinery tradesperson 6.

Before entering this level a tradesperson will successfully complete:

- (a) 3 agreed post-trade skill units of structured training in addition to the training requirements of RT6; or
- (b) 3 appropriate skill units towards an agreed Advanced Certificate; or
- (c) 3 appropriate skill units towards an agreed Associate Diploma; and
- (d) the necessary on-the-job training to enable the skills and knowledge obtained above to be applied competently to CRL plant and equipment.

Employees at this level work to the full extent of their training and ability. Without limiting the scope of work of a Refinery tradesperson 7, duties which are indicative of this level include:

- (i) Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- (ii) Exercises discretion within the scope of this grade.

- (iii) Works under general supervision either individually or in a team environment.
- (iv) Understands and implements quality control techniques.
- (v) Provides trade guidance and assistance as part of a work team.
- (vi) Exercises trade skills relevant to the specific requirements of CRL at a level higher than Refinery Tradesperson 6.

5.1.12 Refinery operator 8 (110%)

This level of operating competence contemplates the skills of an employee who has achieved an advanced level of process and plant trouble shooting skills and can apply advanced process control and monitoring techniques on all aspects of the operation in the department.

It also represents a level of capability of performing additional functions to achieve efficient overall operation, such as leading process improvement activities and assisting with the preparation of weekly production and work schedules.

Before entering this level an employee will have successfully completed 3 approved skill units in addition to the training requirements of R07.

Employees at this level work to the full extent of their ability. Without limiting the scope of work of a Refinery operator 8, duties which are indicative of this level include:

- (a) Understands the technical features important in the Refining and manufacturing processes.
- (b) Utilises a high standard of interpersonal and communication skills.
- (c) Works without regular supervision.
- (d) Exercises planning and organising skills in complex situations.
- (e) Performs Trainer Training and assists with the design of training programs.
- (f) Leads Quality System design.
- (g) Analysis of process samples.
- (h) Use and maintenance of mass spectrometer in analysis of copper samples.
- (i) Determination of precious metals by fire assay samples.

5.1.13 Refinery tradesperson 8 (110%)

A Refinery tradesperson 8 is a tradesperson who is employed as such and who as a result of additional training, exercises a full range of skills on tasks incidental to trade work relevant to the stream.

Before entering this level a tradesperson will have successfully completed:

- (a) agreed post-trade skill units of structured training in addition to the training requirements of RT6; or
- (b) appropriate skill units towards an agreed Advanced Certificate; or
- (c) appropriate skill units towards an agreed Associate Diploma; and
- (d) the necessary on-the-job training to enable the skills and knowledge obtained above to be applied competently to CRL plant and equipment.

Employees at this level work to the full extent of their training and ability. Without limiting the scope, duties which are indicative of this level include:

- (i) Exercises high precision trade skills using various materials and/or specialised techniques of their chosen stream.
- (ii) Exercises a wide range of skills on tasks incidental to work relevant to the stream.
- (iii) Works under limited supervision.

- (iv) Assists in the provision of training.
- (v) Works on equipment which utilises complex mechanical, electrical and/or fluid power control systems.
- (vi) Understands and implements quality control techniques.
- (vii) Performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs.

5.1.14 Refinery tradesperson 9 (115%)

A Refinery tradesperson 9 is a tradesperson who is employed as such and who as a result of additional training has acquired knowledge and skills relating to aspects of the employee's work/activities in addition to that prescribed for RT8.

Before entering this level a tradesperson will have successfully completed:

- (a) 9 agreed post-trade skill units of structured training (3 of which are equivalent in standard to Advanced Certificate or Associate Diploma units) in addition to the requirements of RT6; or
- (b) 9 appropriate skill units towards an Advanced Certificate; or
- (c) 9 appropriate skill units towards an Associate Diploma; and
- (d) the necessary on-the-job training to enable the skills and knowledge obtained above to be applied competently to CRL plant and equipment.

Employees at this level work to the full extent of their training and ability and without limiting the scope, duties which are indicative of this level include:

- (i) Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls, or a combination thereof.
- (ii) Works on machinery or equipment which utilises complex electrical/electronic circuitry and controls.
- (iii) Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.
- (iv) Works under limited supervision.
- (v) Provides training.
- (vi) Understands and implements quality control techniques.
- (vii) Provides technical guidance and advice.
- (viii) Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication.
- (ix) Exercises intermediate CAD/CAM skills in the performance of routine modifications to programs.

5.1.15 Refinery tradesperson 10 (120%)

A Refinery tradesperson 10 is a tradesperson who is employed as such and who as a result of additional training has acquired knowledge and skills relating to aspects of the employee's work/activities in addition to that prescribed for RT9.

Before entering this level a tradesperson will have successfully completed:

- (a) 12 agreed skill units of structured training (no less than 6 of which are towards an Advanced Certificate or Associate Diploma) in addition to the training requirements of RT6; and
- (b) the necessary on-the-job training to enable the skills and knowledge obtained above to be applied competently to CRL plant and equipment.

Employees at this level work to the full extent of their training and ability and without limiting the scope, duties which are indicative of this level include:

- (i) Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls, or a combination thereof.
- (ii) Works on machinery or equipment which utilises complex electrical/electronic circuitry and controls.
- (iii) Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.
- (iv) Works under limited supervision.
- (v) Provides training.
- (vi) Understands and implements quality control techniques.
- (vii) Provides technical guidance and advice.
- (viii) Performs maintenance planning.

5.1.16 Refinery tradesperson 11 (125%)

A Refinery tradesperson 11 is a tradesperson who is employed as such and who as a result of additional training has acquired knowledge and skills relating to aspects of the employee's work/activities in addition to that prescribed for RT10.

Before entering this level a tradesperson will have successfully completed:

- (a) 12 agreed skill units towards an Advanced Certificate; or
- (b) 12 agreed skill units towards an Associate Diploma; and
- (c) the necessary on-the-job training to enable the skills and knowledge obtained above to be applied competently to CRL plant and equipment.

Employees at this level work to the full extent of their training and ability and without limiting the scope, duties which are indicative of this level include:

- (i) Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls, or a combination thereof.
- (ii) Works on machinery or equipment which utilises complex electrical/electronic circuitry and controls.
- (iii) Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.
- (iv) Works under limited supervision.
- (v) Provides training.
- (vi) Understands and implements quality control techniques.
- (vii) Provides technical guidance and advice.
- (viii) Prepares reports of a technical nature on specific tasks or assignments.

5.1.17 Refinery tradesperson 12 (130%)

A Refinery tradesperson 12 is a tradesperson who is employed as such and who as a result of additional training has acquired significant knowledge and skills relating to aspects of the employee's work/activities in addition to that prescribed for RT11.

Before entering this level a tradesperson will have successfully completed:

- (a) An agreed Advanced Certificate; or
- (b) 15 skill units of an Associate Diploma; and
- (c) the necessary on-the-job training to enable the skills and knowledge obtained above to be applied competently to CRL plant and equipment.

Employees at this level work to the full extent of their training and ability and without limiting the scope, duties which are indicative of this level include:

- (i) Through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilises some combination of electrical, electronic, mechanical or fluid power principles.
- (ii) Set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills.
- (iii) Working on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- (iv) Working on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

5.1.18 Refinery tradesperson 13 (145%)

A Refinery tradesperson 13 is a tradesperson who is employed as such and who as a result of additional training has acquired significant knowledge and skills relating to aspects of the employee's work/activities in addition to that prescribed for RT12.

Before entering this level a tradesperson will have successfully completed:

- (a) an Associate Diploma; and
- (b) the necessary on-the-job training to enable the skills and knowledge obtained above to be applied competently to CRL plant and equipment.

Employees at this level work to the full extent of their training and ability and without limiting the scope, duties which are indicative of this level include:

- (i) Project supervision and management.
- (ii) Project design and development, including costing and justification.
- (iii) Engineering or system redesign.
- (iv) Contributes to the introduction of new engineering technology.

5.2 Wage rates

5.2.1 The minimum weekly rates of wages payable to the following classes of employees shall be:

Classification Level	Relativity % (Note)	Award Rate Per Week \$
13	145	908.05
12	130	844.45
11	125	821.85
10	120	799.35
9	115	776.85
8	110	754.25
7	105	731.85
6	100	709.25
5	96.5	691.25
4	93.5	673.35
3	89.5	649.15
2	85.5	626.75
1	81.5	604.25

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above

the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2.2 The "ordinary Award rates of pay" shall include:

- (a) Classification rate;
- (b) Leading hand allowance (where appropriate).

5.3 Payment of wages

5.3.1 Wages will be paid fortnightly directly into a bank account or major financial institution of the employee's choice. The credit union facilities will continue on site. Pays will be available from banks at opening time on Wednesday, except where a public holiday occurs on either Monday, Tuesday or Wednesday of the pay week.

5.3.2 If requested, the Company will ensure that holiday pay will be banked prior to the commencement of annual leave.

5.4 Allowances and definitions

The allowances prescribed in clause 5.4 shall be paid irrespective of the times at which work is performed and, unless specifically provided, shall not be subject to any premium or penalty, and except where as otherwise prescribed, where more than one of the disabilities appearing in clause 5.4 are present on the job, an employee shall receive payment for each disability.

5.4.1 Refinery allowance

All employees will be paid an allowance of \$15.00 per week (38 ordinary hours) which shall be paid on the basis of 39.65 cents per hour for each ordinary hour worked. The allowance will not be paid for overtime hours worked.

This allowance will also be paid on annual leave, paid sick leave and long service leave but for no other purpose.

Apprentices will be paid the following percentages of this allowance:

	%
1st year	40
2nd year	55
3rd year	75
4th year	90

The refinery allowance is paid in consideration of the additional disabilities encountered by employees in the performance of their work at the plant of Copper Refineries Pty Ltd, Townsville, which are not provided for elsewhere in this Award.

This allowance shall not be varied during the period of operation of this Award.

5.4.2 Leading hand

Definition

"Leading hand" shall mean an employee in charge of work on which that employee and others are employed.

5.4.3 Leading hand allowance

Employees whilst occupying the position of leading hand shall be paid the following additional rate:

	Per day
	\$
In charge of less than 10 employees	5.56
In charge of 10 and less than 20 employees	8.40
In charge of 20 or more employees	10.98

Provided that for the purposes of clause 5.4.3, the leading hand shall be reckoned as one of the employees.

The additional payment for leading hands shall be regarded as part of the wage of the employee concerned and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work, etc.

Savings - Provided that any existing leading hand currently in receipt of a leading hand allowance in excess of that detailed in clause 5.4.3 shall retain that rate until such time as their responsibilities change or the amounts in clause 5.4.3 are equal to or greater than the current rate.

5.4.4 *Asbestos*

- (a) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 67.75 cents extra per hour whilst so engaged.
- (b) Asbestos Eradication - Clause 5.4.4(c)(d)(e)(f)(g) shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.
- (c) Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.
- (d) All aspects of asbestos work will meet as a minimum standard of the National Health and Medical Research Control codes, as varied from time to time, for the safe demolition/removal of asbestos based materials.
- (e) Without limiting the effect of clause 5.4.4(d), any person who carries out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.
- (f) In addition to the rates prescribed in this Award, an employee engaged in asbestos eradication (as defined) shall receive in addition \$1.822 per hour worked in lieu of all special rates, except that for hot work.
- (g) Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification for Respiratory Protective Devices") shall be worn by all personnel during work involving eradication of asbestos.

5.4.5 *Battery work*

Where the conditions are unfavourable to health or more injurious to clothing than the ordinary workshop conditions, extra pay at the rate of \$4.29 per day shall be paid to employees:

- (a) mainly engaged in the maintenance of storage batteries; or
- (b) engaged in overhauling or repairing the same;
- (c) erecting second-hand storage batteries that have been previously in use.

5.4.6 *Boiler attendants*

Employees attending boilers shall be paid an additional 15.3 cents per hour.

5.4.7 *Bricklayers on repair work*

Employees engaged in repairing the brickwork of furnaces and settings in connection with boilers, bakers' ovens, annealing, smelting or coke ovens, kilns, gas retorts, or furnace work of any description, and employees engaged on the construction of brick settings and furnaces in connection with boilers or building ovens or furnaces of any description, where such work is carried out with secondhand bricks (i.e. with bricks which have been previously set in mortar or fireclay in any construction work) shall be paid for at not less than one and one-sixth times the ordinary rates whilst engaged on such work:

Provided that hot work (work at a temperature of 43 degrees Celsius or over) shall be paid for at one and one-third times the ordinary rates.

The foregoing shall not apply to any kiln or furnace work in connection with the burning of bricks, pipes or tiles or any earthenware goods.

5.4.8 *Casting house*

An amount of 43.55 cents per hour will be paid for work performed in the Secor coolant tanks and for "ramming inductors" and "ramming throat inductors" in the Casting house. This allowance will be paid for work actually performed.

5.4.9 *Cleaning flues*

When required to work inside flues, employees engaged in cleaning such flues shall be paid 11.3 cents per hour in addition to their ordinary rates of pay.

5.4.10 *Cleaning septic tanks*

Employees engaged in cleaning and/or repairing septic tanks in use shall be paid not less than time and one-quarter while so engaged.

5.4.11 *Confined space*

An employee required to work in a place that the dimension or nature of which necessitates working in a stooped or otherwise cramped position or without sufficient ventilation, shall be paid an allowance of 67.75 cents per hour extra for the actual time such employee is so employed.

5.4.12 *Construction*

In addition to the rates and allowances otherwise prescribed by this Award (except as provided) an employee working on:

(a) building construction work (as defined); or

(b) reconstruction, alteration, repair and/or maintenance work (as defined),

shall be paid an allowance at the rate of \$24.60 per week to compensate for the following disabilities:

(i) climatic conditions when working in the open on all types of work;

(ii) the physical disadvantages of having to climb stairs or ladders;

(iii) dust blowing in the wind on building sites;

(iv) sloppy and muddy conditions associated with the initial stages of the erection of the building;

(v) dirty conditions caused by the use of foam oil or from green timber;

(vi) the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;

(vii) the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary convenience etc);

(viii) drippings from newly poured concrete;

(ix) all other present disabilities not specifically compensated or allowed for by any other provisions of this Award:

Provided that where a separate "on site" or construction allowance applies on a particular project, this allowance of \$24.60 per week shall be in substitution therefore except where such allowance exceeds \$24.60 when the higher amount shall be paid. Such allowance shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.

(c) Building construction work - "building construction work" means the construction of new buildings, the construction of additions to existing buildings and necessary alteration of existing buildings to make them conform to any new additions, and the demolition of buildings and shall be deemed to include all electrical work carried out during such work.

(d) Civil and mechanical engineering structures - Employees working "on site" on structures which are primarily civil or mechanical engineering structures or installation such as power stations, pipeline, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, construction of culverts, box culverts, kerbing, channelling roads, traffic islands and concrete ornamental lakes and land reclamation and/or land

clearing associated with building construction shall be paid the allowance as provided in clause 5.4.12(a) and shall be subject to the same proviso as contained therein.

- (e) Reconstruction, alteration, repair and/or maintenance work - means and includes all work including electrical work performed on site on the reconstruction, alteration, repair and/or maintenance of water storage towers, sewerage construction work, dams, barrages, weirs, or similar structures, culverts, box culverts, kerbing, channelling, roads, traffic islands and land reclamation:

Provided that this definition shall not, in relation to dams, weirs and barrages including the following classes of work:

- (i) operation of the dam, weir or barrage;
 - (ii) construction or maintenance of tourist facilities;
 - (iii) gardening, grasscutting or other agricultural operations.
- (f) Provided further that employees receiving payment pursuant to clause 5.4.12 shall not be entitled to any payment dealing with a dirt allowance or repair work.

5.4.13 *Dirty work allowance*

All employees engaged on dirty work shall receive 52.7 cents per hour for actual time worked, in addition to their ordinary rates of pay. Such conditions may be found in the following places:

- (a) tank house cellar floor, dismantling machinery, engine rooms, boilers, lead works, smelting, sintering works, converting, cyaniding, chlorinating, all dry crushing and grinding plants, sanitary works, chemical works at pit top, all work done in lift shafts, all electrically driven vehicles that have been in use, all work performed between ceilings and roofs in buildings that have been in use, in using tar or bitumen, or where tar or bitumen has been used and is not dry and in overhauling and/or repairing transformers where the employee's clothing becomes soiled with oil, and other work which is of an unusually dirty or offensive nature:

Provided that clause 5.4.13 does not apply if the employee is in receipt of an allowance for boiler cleaning, repairing/manufacturing sanitary pans, or second-hand articles.

5.4.14 *Disability payment - Mechanical and electrical tradespersons - tradesperson's assistants*

Mechanical and electrical tradespersons and trade's assistants shall receive no less than \$3.90 per week flat in lieu of dirty work allowance.

5.4.15 *Dust allowance - Mechanical plant operators*

Where it is agreed that a dust nuisance exists an allowance of 43.55 cents per hour will be paid to mechanical plant operators engaged on those duties.

5.4.16 *Furnace repairs*

- (a) An amount of 50.35 cents per hour will be paid to employees in the manufacturing department when they are performing work of an unusually dirty or offensive nature whilst working on furnace repairs.
- (b) The payment listed in clause 5.4.16(a) shall not be paid to employees in receipt of any other disability allowance when engaged on such furnace repairs, neither shall they be cumulative.

5.4.17 *Height allowance*

Employees required to perform work at a height from 15.25 to 22.87 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$12.80 per week extra for the actual time worked.

Employees required to perform work at a height of over 22.87 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of \$19.70 per week extra for the actual time worked.

5.4.18 *Insulation work*

When working in a dust-laden atmosphere caused by the use of materials for insulating, deafening, or pugging work, when for instance, pumice, charcoal, or any other substitute, including cork and sawdust, is used, or when working on insulating work in an average temperature of 7 degrees Celsius or under, employees shall be paid not less than 67.75 cents per hour in addition to their ordinary rates.

An employee employed on work which involves the handling of charcoal, pumice, slagwool, insulwool or other loose material of a like nature used in the construction repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise, shall be paid at the rate of 67.75 cents per hour:

Provided that employees engaged at fixing insulation materials with hot bitumen shall be provided with gloves and paid 67.75c per hour extra.

5.4.19 *Obnoxious or toxic substances*

An employee engaged in the preparation and/or the application of epoxy based materials or an employee using toxic substances, or materials of a like nature shall be paid 67.75 cents per hour extra:

Provided that employees working in close proximity to employees using toxic substances shall be paid 55.7 cents per hour extra.

- (a) For the purpose of clause 5.4.19 obnoxious or toxic substances shall include epoxy based materials, and all materials which include or require the addition of a catalyst hardener and reactive additives or 2 pack catalyst system shall be deemed to be materials of a like nature.
- (b) Employees required to use toxic substances shall be informed by the Company of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- (c) Employees using such materials will be provided with and shall use all safeguards as are required by the *Workplace Health and Safety Act 1995* or in the absence of such requirement such safeguards as are determined by a competent authority.

5.4.20 *Repair work*

Boilermakers and their assistants engaged in repairs and alterations to old work only, notwithstanding that new material may have to be used for the purpose, shall be paid an additional 67.75 cents an hour for actual time so worked, but nothing extra shall be claimed for dirty work.

5.4.21 *Roof repairs*

Employees engaged on repairs to roofs shall be paid an additional 67.75 cents per hour.

5.4.22 *Tank house*

An allowance of 40.7 cents per hour will be paid for disabilities encountered in the vessels and pits located in the following areas:

- (a) EPP SX and effluent treatment plant
 - 2 collection pits - Northern back floor
 - Eastern pit
 - Nickel sulphate thickener
 - BCA effluent thickener
 - SX floor drain collector pit
 - SX floor drain sump
 - Effluent treatment plant sump
 - Effluent treatment plant heating tank
 - Heap leach recirculation tank
 - Barren strip liquor tank
- (b) Stripping, anode and scrap machines
 - East stripping machine pits Nos. 1 & 2
 - West stripping machine pits Nos. 1, 2 & 3
 - Scrap machine pit
 - East anode machine pit
 - West anode machine pit

5.4.23 *Wet concrete or compo*

Employees mixing or depositing wet concrete or mixing compo for bricklayers or plasterers shall be paid an additional 50 cents per day.

5.4.24 *Wet place definitions*

A place shall be deemed to be wet when water other than rain is continually running or dripping from overhead so that the clothing of workers employed there will become saturated with water, or where there is water underfoot to a depth exceeding 50 mm, so that the feet of workers employed there will become wet. No place shall be considered wet where workers are not actually working in water or where the wetness is caused by a jet or spraying of water.

5.4.25 *Wet work*

When employees are required to work in a wet place they shall be either provided by the Company with waterproof protective clothing and/or footwear, or shall be paid 57.25 cents per hour in addition to the wage rates prescribed in this Award for the respective classes of work.

5.4.26 *Work in the rain*

Suitable waterproof clothing shall be supplied by the Company to employees who are working in the rain at the instruction of the Company:

Provided that if such employees while using such clothing nevertheless get their clothes wet they shall be paid double rates for all work so performed and such payment shall continue until the employees are able to change into dry clothing or until they cease work, whichever is the earlier.

5.5 **Superannuation**

Clause 5.5 shall apply to all employees of the Company except employees who are members of or become members of the MIM Wages Employees Superannuation Plan.

5.5.1 *Definitions -*

- (a) The "Fund" shall mean the Sunsuper Superannuation Fund.
- (b) "Ordinary time earnings" shall mean the actual ordinary rate of pay prescribed for the employees' classification in this Award for ordinary hours of work under this Award including shift loading and leading hand allowance where applicable. Ordinary time earnings shall not include payment based on production, overtime, disability allowance, penalty rates, fares and travelling time allowances or any other extraneous payments of a like nature.
- (c) Contribution amount - The Company shall, in respect to an employee, contribute an amount equal to 9% (which shall be adjusted periodically in accordance with Government Legislation) of ordinary time earnings or if applicable, 9% (which shall be adjusted periodically in accordance with Commonwealth legislation) of weekly payments made under the *WorkCover Queensland Act 1996*, to the fund for the credit of such employee at such times and for such periods as the Company is required to do so pursuant to the relevant Trust Deed.
- (d) Death or total and permanent disablement benefit - Insurance cover for death or total and permanent disablement may apply at the option of the member. Such cover is provided upon written request by the member when joining the plan and is not subject to the results of a medical examination. Members who elect not to have this insurance cover when they join the plan, may subsequently elect to be provided insurance cover under the plan; the level of such cover being determined by the Trustee having regard to the results of a medical examination of the member. The cost of providing such cover shall be deducted from the Company Contribution Amount.
- (e) Administration expenses - A deduction shall be made from the Company Contribution Amount to meet the actual and expected administration expenses incidental to the administration of the Fund.
- (f) Voluntary contributions - Under the rules of the fund, members may contribute to the fund by way of regular payroll deductions.
- (g) The Company and the employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the Company and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the Company and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.

(iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

5.5.2 *MIM wages employees superannuation plan "the plan"* - Except for employees covered by the superannuation arrangements in clause 5.5.1, the following provisions shall determine the bases for the calculations of employer superannuation contributions:

- (a) "Old superannuation wage (old base)" - For the purposes of the Plan, on 1 July 1996, the old base (as calculated below) will be fixed. The old base will be adjusted thereafter annually at 1 July in line with movements in the Average Ordinary Time Earnings Index (AWOTE) published by the Bureau of Statistics for the March quarter of the relevant year.
- (b) The wage used for calculating the old base at 1 July 1996, is the employee's classification rate, (detailed in clause 5.2 Wage rates) as at that time, expressed as an annual amount.
- (c) "New superannuation base" - For members where annualised salaries have been implemented through an Enterprise Bargaining Agreement, the new base for the purpose of the Plan shall be the salary rate of a day worker (excluding public holiday penalty payments):

Provided that the new base shall not exceed a maximum figure which is fixed at \$40,000 p.a. as at 1 July 1996. The maximum will be increased annually at 1 July in line with movements in AWOTE Index published by the Bureau of Statistics for the March quarter of the relevant year.

- (d) For members where annualised salaries have not been implemented through an Enterprise Bargaining Agreement, the old base as per clause 5.5.2(a) will be used until a new base is determined in accordance with 5.5.2(c).
- (e) "Accumulation section - Transitional arrangements old base to new base" - For employees who elect to transfer to the accumulation section of the Plan, contributions made by the Company shall be phased in as follows:

Year 1 (01/07/96 - 30/06/97)	Year 2 (01/07/97 - 30/06/98)	After Year 2 (from 01/07/98)
11% of old base	11% of old base	11% of new base
<i>plus</i>	<i>plus</i>	
4% of the difference between new base and old base	8% of the difference between new base and old base	

Provided that where annualised salaries have not been introduced as a result of an Enterprise Bargaining Agreement, contributions made by the Company will be equal to 11% of old base until a new base is determined (at which time the above phase-in commences to apply).

- (f) "Defined benefits section" - For employees who elect to remain in the defined benefit section, existing defined benefits will remain as they are. This means that retirement, death and disablement benefits will continue to be calculated using the defined benefits rules except that the wage used to calculate the benefits will be the old base as defined in (a) which will be indexed annually on 1 July in accordance with movements in AWOTE Index published by the Bureau of Statistics for the March quarter of the relevant year.

Additionally, such employees will receive a supplementary benefit equal to fully vested Company-funded accumulation supplement calculated at 11% of the difference between an employee's old base and new base. This benefit will be phased-in over 2 years, as set out below:

4% - 1 July 1996 to 30 June 1997
8% - 1 July 1997 to 30 June 1998
11% - 1 July 1998 onwards.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

6.1 Hours of work

Day workers

- 6.1.1 Except for casual and part-time employees, and subject to the exceptions provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:

- (a) ordinary hours worked on a Saturday or Sunday shall be paid at the appropriate week-end overtime rate specified in clause 6.7.
- (b) any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between CRL and the majority of employees in the section or sections concerned.
- (c) in any arrangement of hours which includes a Saturday or Sunday as ordinary hours, the Chief Industrial Inspector and the (relevant) Union/s shall be notified in writing within 14 days of commencement of work under such arrangement.

6.1.3 The ordinary hours of work prescribed shall be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. The spread of hours prescribed may be altered as to all or a section of employees provided there is agreement between CRL and the majority of employees concerned:

Provided that work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.3.

6.1.4 The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between CRL and the majority of employees concerned.

6.1.5 The ordinary hours of work prescribed shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of CRL and the majority of employees concerned:

Provided further that where any arrangement of ordinary hours exceeds 8 on any day, the Chief Industrial Inspector and the relevant Union/s shall be notified in writing within 14 days of commencement of work under such arrangement.

6.1.6 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time.

6.2 Rostered days off

6.2.1 RDO's shall be allocated Monday to Friday notwithstanding that, in those areas not related to production a maximum day concept of Monday and Friday where possible shall be utilised.

6.2.2 The rostered day off may be changed by the Company at any time up until the Wednesday in the week prior to the week in which the rostered day off was to be taken. Any day, Monday to Friday, may be used as the alternative rostered day off and such day shall be taken in the same or next work cycle.

6.2.3 In the case of a plant emergency or major breakdown the rostered day off may be changed by the Company at any time up until the end of the ordinary ceasing time on any day or shift prior to the day when the rostered day off was to be taken. Any day, Monday to Friday, may be used as the alternative rostered day off and such day shall be taken in the same or next work cycle.

6.2.4 In the case of production changes in the manufacturing department which result from urgent market requirements the rostered day off may be changed by the Company at any time up until the end of the ordinary ceasing time on any day or shift prior to the day when the rostered day off was to be taken. Any day, Monday to Friday, may be used as the alternative rostered day off and such day shall be taken in the same or next work cycle.

6.2.5 Subject to approval by the Company employees shall be able to mutually exchange their rostered day off provided that the rostered day off worked under this arrangement shall be an ordinary working day.

6.2.6 Where an employee is required to work on rostered days off and no alternative rostered days off are able to be

substituted in accordance with clauses 6.2.2, 6.2.3 and 6.2.4 then the employee shall be paid for such work at the applicable overtime rates prescribed by clause 6.7.

6.3 Shift work

6.3.1 Definitions

- (a) "Shift work" means work done by separate relays of employees working recognised hours preceding, during, or following the ordinary working hours of day workers.
- (b) Work shall be deemed continuous when it is maintained for 24 hours per day for an unbroken period of 28 days, except in the case of floods, fires, breakdown, shutting down for holidays, or any cause over which the CRL has no control.
- (c) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight or where the majority of hours fall between those hours.
- (d) "Night shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m. or where the majority of hours fall between those hours.

6.4 Shift work hours

6.4.1 Staffing of shifts to be determined by the Company.

6.4.2 In those cases where an employee is rostered to work and does not attend and the department/section is not under regular production conditions then the rostered position may not be filled by the working of an additional overtime shift (a doubler).

6.4.3 The ordinary working hours of continuous shift workers and shift workers whose work is connected with or incidental to any continuous process shall not exceed 38 in any one week.

6.4.4 Not more than 8 hours shall be worked on any one shift at ordinary rates except where there is agreement for the working of 12 hour shifts. The method of working 8 hour shifts by shift workers shall be as mutually agreed upon between CRL and the employee's representative.

6.4.5 By arrangement between CRL, the relevant Union/s concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- (a) CRL and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of conduct on 12 hour shifts;
- (b) proper health monitoring procedures being introduced;
- (c) suitable roster arrangements being made; and
- (d) proper supervision being provided.

6.4.6 Any day worker may be called upon to do shift work and work thereafter the usual hours for shift workers, and any shift worker may be transferred to day work and work thereafter the usual hours for day workers, and the hours worked shall be considered their ordinary working hours, and ordinary rates shall be payable therefor:

Provided that 8 hours shall have elapsed from the time such employee ceased work on that employee's previous shift and 8 hours notice is given. Day workers transferred to shift work on instructions from management and who work less than 5 shifts on afternoon or night shifts shall be paid at the overtime rates of a day worker for the shifts actually worked.

6.5 Shift work - overtime

6.5.1 All time worked by continuous workers or shift workers in excess of 8 hours per shift (except in the case of quick shifts) or in excess of the maximum weekly hours prescribed, shall be deemed overtime and paid for at the rate of double time.

A quick shift shall mean where an employee is required to recommence 8 hours after the completion of the previous shift in order to permit the rotation of shifts under a roster system.

6.5.2 It shall be competent for cross mates working shift work to mutually arrange to change shifts temporarily, such temporary change of shift to be approved by the Company or its representatives. The shift so changed shall be worked at ordinary rates. When employees mutually arrange to change shifts temporarily or to work an extra

shift for each other by reason of such mutual arrangement, the shift so changed and worked shall be paid for on ordinary rates. Employees making such mutual arrangements shall sign their daily time sheets accordingly, setting out the shift worked and with whom the mutual arrangement was made.

6.5.3 *Double shifts - 10 hr break*

- (a) The 10 hour break provisions after overtime work will apply in the case of a shift worker who works more than one double shift in any one pay week.
- (b) The 10 hour break provisions will also apply to shift workers who are required by the Company to work doublers on a shift totally removed from their normal shift work roster. Clause 6.5.3 will have application to all double shifts including the first and subsequent shifts worked in the week.
- (c) Clause 6.5.3(a)(b) will not apply:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty; or
 - (iii) where a shift is worked by arrangement between the employees themselves; or
 - (iv) where a shift worker is unavailable to work a doubler for that shift worker's crossmate.

6.6 **Shift work allowance**

- 6.6.1 A shift worker whilst on afternoon or night shift shall be paid for such shift 22½ % more than the ordinary rate.
- 6.6.2 The allowance will be paid to shift workers who work a "doubler" but shall not apply to employees on weekends. The shift allowance shall not apply to continuous shift workers when extra weekend payments are payable.
- 6.6.3 The allowance will be paid to a shift worker who performs work on afternoon or night shifts on recognised public holidays and will be based on 22½ per cent of the ordinary rate.
- 6.6.4 For afternoon and night shifts performed on a Saturday or a Sunday, an amount of \$9.70 per shift shall be paid as from 1 September 1999. This amount will be increased in accordance with movements in the standard shift allowance as prescribed, from time to time, by the Commission.

6.7 **Overtime (excluding casual employees)**

- 6.7.1 Certain plant requirements necessitate the working of overtime. Reasonable overtime shall be worked on any day of the week including Saturday and Sunday when the job requires, e.g. completion of a particular job, major maintenance planned for a weekend. CRL shall ensure that where possible early notification and organisation for overtime requirements are advised. Where it is planned beforehand notification will include details of the job and the approximate period employees will be required. It is understood that in some situations short notice is unavoidable.
- 6.7.2 Except as otherwise provided in this Award all the time worked, by day workers, outside the ordinary working hours in excess of 8 ordinary hours on any day or forty hours (32 hours in a week where an RDO is taken) in any one week shall be deemed overtime and shall be paid for at the rate of time and one-half for the first 3 hours and thereafter at the rate of double time, unless a quick shift is worked in accordance with a mutually agreed roster as set out in 6.5.1. Each day shall stand by itself in regard to overtime:

Provided that if day workers are called upon to work overtime commencing on Saturday they shall be paid at one and one-half times the ordinary rate for the first 3 hours and double time thereafter, with a minimum of 3 hours work or payment therefore.

- 6.7.3 Where employees are required to report to work between midnight and 6.00 a.m. they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7.00 a.m. on Saturday.
- 6.7.4 Except as is otherwise provided in this Award, all work done by employees on Sunday shall be paid for at the rate of double time with a minimum of 3 hours' work or payment therefore:

Provided that such minimum payment shall not apply where the overtime immediately precedes or follows ordinary working hours.

- 6.7.5 Any employee who is notified the day before to perform overtime of more than one hour but less than 2 hours

prior to and concurrent with that employee's ordinary starting time shall be paid a minimum of 2 hours at the appropriate overtime rate.

6.7.6 When any portion of an hour is worked, the employee shall receive payment in respect of any broken part of an hour for not less than one-quarter hour at the current overtime rates.

6.7.7 *10 hour break* - An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.7, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and the employee shall then be entitled to be absent until that employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Clause 6.7.7 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves.

6.7.8 *Overtime on Sunday - 10 hour break*

An employee who commences overtime on a Sunday and who works so much overtime that the employee has not had at least 10 consecutive hours off duty during the 15 hours immediately preceding the employee's ordinary commencing time on a Monday shall be released after the completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company, such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee shall be paid double rates until released from duty for such period, and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Clause 6.7.8 also applies to overtime on public holidays to provide for 10 consecutive hours off duty during the 15 hours immediately preceding the employee's ordinary commencing time on the day following a public holiday

6.8 Call back

6.8.1 Any employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid a minimum of 4 hours' work at the appropriate overtime rates for each time so recalled.

6.8.2 Any employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be entitled to payment for such work from the time of leaving home to commence that work and until the employee returns home from that work, but the employee must return home within a reasonable time, and payment shall be calculated accordingly, but such payment shall not be less than 4 hours at the appropriate overtime rates:

Provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job for which the employee was recalled is completed in a shorter period.

6.8.3 Overtime worked in the circumstances specified in clause 6.8 shall not be regarded as overtime for the purpose of clause 6.7.7 when the actual time worked is less than 3 hours on such recall or on each of such recalls.

6.8.4 Clause 6.8 shall not apply in cases where it is customary for an employee to return to the Company's premises, outside that employee's ordinary working hours, or in the case of emergency work.

6.9 Emergency work

Employees required to report for emergency work shall be entitled to payment for such work from the time of leaving home to commence that work and until they return home from that work, but they must return home within a reasonable time, and payment shall be calculated accordingly, but such payment shall not be less than 2 hours at overtime rates.

6.10 Wash up time - day and shift workers

6.10.1 Wash up time at the end of the day or shift for engineering employees shall be 5 minutes per day, except that

wash up time for employees in the EPP shall be 10 minutes.

6.10.2 Clause 6.10.1 shall also apply to day work employees in the refinery process department.

6.11 Meals

6.11.1 Meal breaks

- (a) Day workers shall be allowed a meal break of not more than one hour nor less than 30 minutes which shall be taken not later than 5 hours nor less than 4 hours after the normal starting time each day. Such time shall not count as working time:

Provided that by agreement between the Company and the employee/s concerned, the regular meal break may be taken so as to commence no later than 6 hours after the normal starting time each day.

- (b) Meal times or portion of meal times worked by any employee shall be paid for at the rate of double time. Such payment shall continue until such times as the meal break is taken. The meal break shall be of the prescribed duration:

Provided that clause 6.11.1(b) shall not apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

- (c) Each employee engaged on continuous work or shift work shall be allowed one half-hour for crib in the Company's time during each 8 hour shift, which may be taken in relays, and shall be taken at such time as not to interfere with the continuity of work provided that any such crib time shall not commence later than 5 hours after the ordinary starting time:

Provided that by agreement between the Company and the employee/s concerned, the regular meal break may be taken so as to commence no later than 6 hours after the normal starting time each day.

6.11.2 Meal breaks on overtime

- (a) Any day worker or any shift worker required to work for more than one hour on any day beyond their ordinary finishing times shall be allowed 30 minutes for a meal after the first hour worked (for which no deduction of pay shall be made) and shall be supplied by the Company with a meal or be paid the sum of \$9.60 extra as meal allowance in addition to overtime rates.

If such employees work more than a further 4 hours' overtime they shall be allowed another break of 45 minutes for a meal at the end of such further 4 hours, for which no deduction of pay shall be made. This meal shall be provided by the Company or the employee shall be paid an allowance of \$9.60.

Where the employee has provided the customary meals because of receipt of notice to work overtime, the employees shall, in the event of the work not being done or ceasing before the respective meal times, be entitled to an allowance of \$9.60 for each meal so provided.

Where overtime is worked without prior notice the Company will supply either a meal or pay a meal allowance at the employee's choice. Meals will be of a suitable standard.

- (b) An employee who is required to return to work to perform overtime between 12.01 a.m. Monday and midnight Friday (other than on public holidays), which work does not continue after the ordinary ceasing time, shall be entitled to a 30 minute crib break after the completion of each 4 hours of overtime worked and no deduction of pay shall be made.

- (c) Should an employee be required to work overtime of 2 hours or more beyond an 8 hour overtime period on Saturday or Sunday, then the employee will be entitled to a 20 minute rest pause with no reduction of pay and shall be supplied with a meal or paid an allowance of \$9.60.

If such employee works more than a further 4 hours' overtime the employee shall be allowed another break of 45 minutes for a meal at the end of such further 4 hours, for which no deduction of pay shall be made. This meal shall be provided by the Company or the employee shall be paid an allowance of \$9.60.

- (d) Non-continuous shift workers on weekend overtime will be paid for their meal break when working in a normal full operating situation; that is only where the meal break may be interrupted by operating requirements. For other weekend overtime the meal break will not be paid.

- (e) An employee who is either called out or notified the day before to perform overtime of more than 2 hours, but less than 4 hours prior to the employee's ordinary starting time, shall be entitled to a 20 minute crib break to be paid at ordinary rates. The 20 minute crib break to be taken at or after, and as near as practicable to the

employee's ordinary starting time dependent upon the work requirements of the particular job in hand, i.e. the necessity of maintaining a continuity of work.

- (f) On request, the Company will provide a frozen breakfast for employees who are required to work more than 2 hours overtime before the start of ordinary day work or day shift.
- (g) Where an employee works through a second meal break on overtime on a week day at the direction of the Company, the period of the meal break not taken shall be added to the ceasing time for the purpose of determining the 10 hour break provision.

6.12 Rest pauses

6.12.1 Where practicable, every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the Company's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided that where there is agreement between CRL and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

6.12.2 Consent to combine the rest pauses shall not be unreasonably withheld by either party.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave (excluding part - time and casual employees)

7.1.1 Every employee covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

- (a) Not less than 190 hours if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;
- (b) Not less than 152 hours in any other case;
- (c) Where an employee during that employee's year of employment is employed upon work which carries entitlement to 190 hours' leave as well as upon work carrying entitlement to 152 hours' leave, then the entitlement at the end of a year's employment shall be *pro rata*.

Provided that a period in excess of 3 months during which the employee is on leave of absence without pay shall not be taken into account in calculating the year of employment for the purpose of clause 7.1.1.

7.1.2 Annual leave shall be exclusive of any public holidays which may occur during the period of that annual leave and may be paid for by the Company in advance:

- (a) At the rate of average earnings as defined in clause 7.1.2(b), or a 25% loading, whichever is the greater, plus the production payment averaged over the 12 weeks immediately preceding the taking of annual leave.
- (b) The rate of average earnings shall be the employee's average weekly classification rate calculated over the 12 weeks immediately preceding the taking of annual leave and shall also include the average of the following over the abovementioned pay periods:
 - (i) extra week-end payment prescribed for continuous shift work;
 - (ii) extra payments for afternoon and night shifts.
- (c) The 25 per cent loading is calculated on the employee's ordinary rate of wages.

All other payments such as overtime earnings shall be excluded.

If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, an amount equal to $\frac{1}{9}$ th of the ordinary pay for the period of employment, if an employee to whom 7.1.2(a) applies, and $\frac{1}{12}$ th of the ordinary pay for the period of employment if an employee whom 7.1.2(b) applies.

7.1.3 Reasonable notice with a minimum period of 14 days of the commencement of annual leave shall be given to the employee.

7.1.4 Except as provided it shall not be lawful for the Company to give or for any employee to receive payment in lieu of annual leave.

7.1.5 *Illness during annual leave* - Where an illness is of 5 or more consecutive paid annual leave days' duration, and is covered by a medical certificate, it shall be regarded as sick leave, and an equivalent number of leave entitlement days shall be added to the annual leave provided that the added leave entitlement days shall be taken at a time mutually agreed upon between the employee and the Company.

Sick leave payments in these circumstances shall be at the ordinary rate of wages.

7.1.6 Annual leave should not be accumulated for a period exceeding 2 years' entitlement.

7.1.7 The Company shall grant and the employee shall take at least one year's annual leave entitlement within 6 months of having attained 2 years' entitlement of accrued annual leave.

7.1.8 The Company is prepared to give official advice as to employee's annual leave applications to allow employees sufficient time to make their arrangements.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice.

The payment of sick leave is subject to the employee promptly advising the Company of their absence and its expected duration.

7.2.3 Evidence supporting a claim.

When the employee's absence is for more than 2 days the employee is required to give the Company a doctor's certificate, or other evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

(a) the employee is absent from work on unpaid leave granted by the Company;

(b) the Company or the employee terminates the employee's employment and the employee is re-employed within 3 months; or

(c) the employee's employment is terminated because of illness or injury and the employee is re-employed by the Company without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the Company.

7.2.5 Workers' compensation.

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

Full-time and part-time employees shall on the death of a member of their immediate family or household in

Australia be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the Company.

7.3.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2

7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 An employee with the consent of the Company may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.3.5 This provision of clause 7.3 shall allow for deaths outside of Australia in the circumstances where an employee actually travels outside of Australia to attend the funeral.

7.3.6 The Company will favourably consider compassionate circumstances which may arise during an employee's annual leave.

7.4 Long service leave

Other than that provided for in clause 7.4 all employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.4.1 The entitlement of any and every employee to long service leave on full pay shall be in respect of continuous service with the Company and the amount and further amounts of that long service leave shall:

- (a) in the case of an employee who shall have completed a period of 10 years' continuous service with the Company, be 13 weeks;
- (b) in the case of an employee who shall have completed a period of 7 years' service but less than 10 years' service with the Company and who terminates that service, or whose employment is terminated for any cause other than serious misconduct, or who dies, be a proportionate amount on the basis of 13 weeks for 10 years' service;
- (c) in the case of an employee who, after completing the first or a subsequent period of 10 years' service with the Company, continues that service until the employee shall have completed a further period of 10 years' service with the Company, be a further 13 weeks; and
- (d) in the case of an employee who, after completing the first or a subsequent period of 10 years' service with the Company continues that service until the employee shall have completed at least a further 5 years' service but less than a further 10 years' service with the Company, and who terminates that service, or when the Company terminates that service for any cause other than serious misconduct, or who dies, be a proportionate further amount on the basis of 13 weeks for 10 years' service.

7.4.2 In calculating for the purpose of this Award the length of the service of an employee with the Company:

- (a) any period of service had by the employee with the Company before 7 December 1980, in respect whereof the employee has received long service leave on full pay shall not be taken into account;
- (b) one-half of the period of service had by that employee before 11 May 1964 (other than service in respect whereof the employee has received long service leave on full pay), shall not be taken into account; and
- (c) one-third of the period of service had by that employee from 11 May 1964 and before 7 December 1980

(other than service in respect whereof the employee has received long service leave on full pay), shall not be taken into account.

Provided that where the service of any employee to whom Chapter 2, Part 3 section 43 of the Act as amended from time to time applies is reduced by reason of clause 7.4.2 to less than 5 years since the employee's last entitlement became due such employee shall nevertheless be entitled to proportionate long service leave on termination calculated in accordance with clause 7.4:

Provided further that in the case of an employee who shall have completed a period of not less than 7 years' service with the Company as at 7 December 1980, and such service is reduced by reason of clause 7.4.2 to less than 7 years, such employee shall nevertheless be entitled to proportionate long service leave on termination calculated in accordance with clause 7.4.

7.4.3 *Long service leave in advance*

- (a) Long service leave, which would normally be due to an employee upon termination of employment after 7 years' continuous service, but less than 10 years' continuous service, in accordance with clause 7.4.1(b) may be taken as long service leave by the employee without the employee terminating employment with the Company.
- (b) An employee who elects to take long service leave in advance, in accordance with clause 7.4.3(a), and who subsequently terminates the employee's employment, or dies, or has the employment terminated by the Company, shall have the long service leave entitlement on termination reduced by that portion of advance long service leave the employee has taken.

7.5 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays (excluding casual employees)

7.6.1 Subject to clause 7.6.8 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- the Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 *Labour Day*

All employees covered by this Award shall be entitled to be paid a full day's wages for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday), irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for the day and in addition a payment for

the time actually worked at the rate of time and one-half for such work with a minimum of 4 hours.

7.6.3 *Payment when public holiday not worked*

Subject to clause 7.6.8, employees who would ordinarily be required to work on a day on which a public holiday mentioned in clauses 7.6.1, 7.6.2 and 7.6.3 falls are entitled to full pay for the time the employees would ordinarily have been required to perform work on that day irrespective of the fact that no work may be required to be performed on any such day:

Provided that clause 7.6.3 does not apply to Easter Saturday unless Easter Saturday forms part of the ordinary working week.

7.6.4 *Annual Show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural and/or industrial show held at the principal city or town, as specified in such notification of such district, shall be paid for at the rate of double time and one-half with a minimum of 4 hours.

7.6.5 *Work outside ordinary starting and ceasing times*

All time worked on any of the holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3 outside the ordinary starting and ceasing times prescribed or fixed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.6.6 *Double time and a-half*

For the purpose of clause 7.6, where the rate of wages is a weekly one, "double time and one-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate or *pro rata* if there is more or less than a day.

7.6.7 *Stand down*

Any and every employee who, having been dismissed or stood down by the Company during the month of December in any year, and having been re-employed by the Company at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by the Company for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the Company (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely Christmas Day, Boxing Day, and the first day of January, occurring during the period on and from the date of dismissal or standing down to and including the date of re-employment.

7.6.8 *Substitution*

Where there is agreement between the majority of employees concerned and the Company, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

Provided that where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.6.9 *Public holiday on rostered day off (continuous shift worker)*

If a public holiday falls on a day on which a shift or continuous worker is rostered off the employee shall have a day's holiday in lieu added to the employee's annual leave or alternatively shall receive an extra day's pay.

As a further alternative, the holiday may be taken at a time mutually agreed between the employee and the Company.

7.6.10 *Public holiday on rostered day off (other than continuous shift worker)*

For other than continuous shift workers, when an employee's rostered day off coincides with a gazetted public holiday, another mutually agreed ordinary working day will be taken in lieu in the same or next work cycle.

7.6.11 *The Company's notice in respect of public holiday*

The Company shall, except under unforeseen circumstances, give the employees not less than 2 clear days' notice as to whether a holiday is to be observed or worked.

7.7 Service with MIM Holdings Limited Group

All service with MIM Holdings Limited or its subsidiaries shall be counted as continuous service for the purposes of long service leave, sick leave and superannuation when an employee is officially transferred to Copper Refineries Pty Ltd provided the employee takes up duty within a period of 3 months from date of transfer.

7.8 Jury service

An employee of the Company shall be entitled on notice to leave without deduction of pay for periods covered by the appropriate notice from the Registrar of the Court, to attend for jury service at Townsville. Such leave with pay shall only be made for periods of attendance at the Courts. Any moneys received from the Registrar or other officials of that Court shall be refunded to the Company.

PART 8 - TRANSFERS TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Transport

8.1.1 An employee recalled to work from home and who travel using the employee's own transport, at the request of the Company, shall be paid 30¢ per kilometre for the journeys to and from work:

Provided that if because of the call-out the work continues into the employee's ordinary working time the return journey to the employee's home will not attract this payment of 30¢ per kilometre.

8.1.2 When an employee living more than 1.67 kilometres from the place of work, after having worked overtime or a shift which has not been regularly rostered finishes work at a time when the customary means of transport is not available and is unable to arrange reasonable means of transport, the Company shall provide the employee with suitable means of transport home, or pay the employee "such expenses" as are incurred in travelling to their homes.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Skill development

9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of CRL commitment to training and skills development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled workforce; and
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

9.1.2 Following proper consultation or through the establishment of a training committee, CRL shall develop a training programme consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise through courses conducted by accredited educational institutions and providers.

9.2 Training committee

9.2.1 Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of Company and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- (a) formulation of a training programme and availability of training courses and career opportunities to employees;
- (b) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
- (c) the recommending of individual employees for training and reclassification;

(d) monitoring and advising management and employees on the on-going effectiveness of the training.

9.2.2 Costs

(a) Where, as a result of consultation or through a training committee and with the employee concerned, it is agreed that the additional training in accordance with the programme developed pursuant to clause 9.1 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of ordinary time earnings. CRL shall not unreasonably withhold such paid training leave.

(b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the CRL technical library) incurred in connection with the undertaking of training shall be reimbursed by CRL upon production of evidence of such expenditure:

(c) Reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

(d) Travel costs incurred by an employee undertaking training in accordance with clause 9.2.2 which exceed those normally incurred travelling to and from work shall be reimbursed by CRL.

9.2.3 Any dispute arising in relation to training shall be subject to the provisions of clause 3.2 (Grievance and dispute settling procedure).

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Work clothes and footwear

10.1.1 Clothing and footwear supplies will not be held on site. Footwear is limited to 2 styles in boots and shoes. As individual orders are placed with the store, direct purchases are made by the Company. Orders go to suppliers each day and suppliers are required to deliver daily with a changeover on request within 7 days.

10.1.2 For other than casual and temporary employees, the Company will supply free of cost 3 sets of overalls or trousers and shirts to new employees on engagement. Subsequent clothing issues will be on a one for one basis due to fair wear and tear.

10.1.3 On engagement a choice of combination of overalls, shirts and trousers will be allowed to a maximum of 6 items.

For the purpose of clause 10.1.3 overalls are to be regarded as 2 items.

10.1.4 The following provisions shall apply to all free clothing issues:

(a) An employee who leaves the Company within 6 months of the initial or subsequent issue of clothing and who fails to return the clothing in a reasonable state, fair wear and tear excepted, shall be charged a *pro rata* value of the cost price of the clothing proportionate to the employee's length of service after the date of issue.

(b) Clothing to remain the property of the Company for a period of 6 months from the date of initial or subsequent issue.

10.1.5 The Company will supply 2 pairs of safety boots to new employees on engagement. Subsequent issues will be on a one for one fair wear and tear basis:

Provided that where an employee ceases employment within 4 weeks from the date of receiving any issue of footwear the employee will refund the cost of the issue to the Company.

10.1.6 For temporary employees, working clothes and safety footwear will be provided on the following basis:

(a) Safety footwear

(i) An employment term of up to 13 weeks - one issue at ½ price.

(ii) An employment term of more than 13 weeks and up to 26 weeks - one free issue.

(iii) An employment term of more than 26 weeks - one full issue.

(iv) The cost to the employee for a half price issue will be deducted from the employee's first full pay.

- (v) Should an employee default on the employment term of up to 13 weeks, the employee will refund to the Company the full cost of the safety footwear.
 - (vi) Should an employee default on the employment term of more than 13 weeks, the default provision applying to permanent employees shall apply.
 - (vii) Replacement of footwear during the first temporary employment term or a future term will be on the basis of fair wear and tear.
- (b) Working clothes - Other than to temporary employees working in an office environment, where the provision of working clothes is not considered necessary.
- (i) An employment term of up to 13 weeks - 2 sets on loan from the Company.
 - (ii) An employment term of more than 13 weeks and up to 26 weeks - issue of 2 sets.
 - (iii) An employment term of more than 26 weeks - full issue.
 - (iv) Should an employee default on the employment term, the default provision applying to permanent employees shall apply.
 - (v) Where a temporary employee is re-employed by the Company for a further temporary term the initial clothing issue (other than a loan issue) will be used by the employee.
 - (vi) All clothing issues will be subject to replacement on a fair wear and tear basis only.

10.1.7 For casual employees, working clothes will be provided by the Company, except to casual employees working in an office environment, where the provision of working clothes is not considered necessary and safety footwear will be provided by the Company on a loan basis.

10.2 Workplace health and safety

Health and safety at the workplace shall be consistent with the *Workplace Health and Safety Act 1995*, and the *Workplace Health and Safety Regulations 1995*.

10.3 Boiling water

A sufficient supply of boiling water shall be provided by the Company at all meals breaks and all morning and afternoon rest pauses.

10.4 Emergency repairs

It shall be the duty of every employee in the plant to carry out emergency repairs for the safety of the plant.

10.5 First aid kits

There shall be kept an ample supply of first aid materials. Such materials shall be supplied by the Company, and be readily accessible in case of accident to the employee, who shall at all times assist the Company in keeping the kits in good order.

10.6 Protective equipment

10.6.1 The Company shall provide all special equipment necessary for the proper protection of its employees. Every person employed shall make full and proper use of protective equipment and appliances provided. The employees using such equipment shall be personally liable for the safeguarding of same and shall return it on the completion of the job in good condition, fair wear and tear excepted, to the Company's representative.

10.6.2 In the event of protective equipment being lost or damaged on account of the employee's carelessness or circumstances not connected with the job, the Company shall be entitled to deduct, from moneys owing to the employee by the Company, the reasonable value of such equipment.

10.7 Safety of plant and personnel

At no time shall any action be taken by any Union, any employees, or the Company, which is prejudicial to the safety of the plant or personnel employed in it.

10.8 Employees leaving in case of accident

Any employee who is compelled to cease work before the completion of the employee's shift by reason of an accident to the employee, and who is unable to return to work during such shift by reason of such accident, shall be paid for the full shift. An employee who ceases work before completion of the employee's shift in order to attend to an injured person shall be paid for the full shift:

Provided the employee returns to work immediately after the errand or purpose for which the employee obtained leave is completed.

10.9 Tools

10.9.1 Tool allowances

In order to ensure that tradespersons have available at work their own appropriate tools of trade, an agreed tool kit for the relevant trades shall be maintained. As tradespersons receive the relevant tool allowance mentioned below they will be required to maintain such appropriate tool kits, and co-ordinators shall be authorised to inspect such kits.

	Per week
	\$
Plumber and gasfitter	17.00
Mechanical and electrical tradesperson	10.80

The tool allowance is not paid whilst on annual leave

10.9.2 Tools (general)

All employees shall be allowed such reasonable time as the Company deems necessary during working hours in each week to put their tools, benches and/or machines in order.

(a) The following tools shall be provided by the Company:

All precision tools over 300 millimetres in length; micrometers, verniers and dial indicators, all portable power tools, special tools, hammers, chisels, spanners, hacksaws, blades, scrapers, files, taps, dies, wrenches, pipe dies, clamps, jacks, tackle, heating appliances, handsaws, stocks, pipe grips (over 250 millimetres), saw files, snips, hand drills, rivet sets, cramps and parallel shank drills etc.

(b) Employees in maintenance work required to carry Company tools or spare parts continuously shall be provided with a suitable receptacle.

(c) The tool store shall issue a set of precision tools to machinists as well as specialised tools for maintenance teams to remove inefficiency associated with walking to the store. The individual shall be personally responsible for the safekeeping of same.

(d) Decentralisation of basic stocks from the tool store shall be maintained for the maintenance sections. The leading hand of the section shall be responsible for the issue of these as required.

10.10 Salvage procedures

The Company's salvage procedures shall ensure a maximum return to the Company of consumable materials. Such procedures shall ensure the proper usage of safety glasses, gloves, files, wire brushes, paint brushes and the like.

10.11 Prescription spectacles and dentures

The Company will, having regard to the merits of each case, pay for the replacement of, or repairs to, spectacles and dentures damaged or lost at work where workers' compensation payments are not applicable, and in the case of prescription spectacles, the Company will subsidise employees who are required to wear prescription spectacles to a maximum amount of \$30.00 for the first pair actually purchased whilst in the employment of the Company with a maximum subsidy of \$20.00 per pair for subsequent purchases provided such spectacles are in accordance with Company requirements:

Provided that where an employee ceases employment within 4 weeks from the date of receiving any subsidy the employee will refund the amount of subsidy to the Company.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to

time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the (relevant) Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the Company or person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the Company or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the (relevant) Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the Company that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the Company.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 Discussions with employees

An authorised industrial officer is entitled to discuss with the Company, or a member or employee eligible to become a member of the relevant Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 Conduct

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 The Company must keep, at the place of work in Queensland, a time and wages record that contains the

following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the Company's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The Company must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the Company's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act, or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Award posting

In accordance with the Act, a copy of this Award shall be exhibited in a conspicuous and convenient place where it can be read by the employees.

11.4 Union delegates

Employees who are the chosen representatives of their fellow employees shall, in the mutual interests of the Company and the employees, be allowed such reasonable time as may be agreed upon between the Company and the employees in working hours to investigate any matter likely to lead to disputes between the Company and the employees, relative to working conditions, and, if necessary, to make representations to the Company.

11.5 Union training leave

11.5.1 Paid leave will be provided to allow employees to attend ACTU or specific Union training approved by the State Executive of the (relevant) Union/s as follows:

No. of paid days absence per Union per annum

AWU	6
AMEPKU	4
ETU & PGEU	6
FEDFA	4

11.5.2 At the end of each calendar year the total number of allocated days (all Unions) not used shall be credited to a pool.

11.5.3 Such credits shall only be valid for a period of 12 months.

11.5.4 Any Union which exceeds its annual allocation of leave days may draw from the pool.

Dated 23 October 2002.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 23 December 2002