

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

MINING (NON-COAL) AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Mining (Non-Coal) Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Mining (Non-Coal) Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

MINING (NON-COAL) AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Mining (Non-Coal) Award - State 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Coverage	1.4
Definitions	1.5
Area of operation	1.6
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance and dispute settling procedure	3.1
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Employment categories	4.1
Part-time employment	4.2
Casual employment	4.3
Flexibility of work	4.4
Contract and piecework	4.5
Tributers	4.6
Trainees	4.7
Anti-discrimination	4.8
Stand down	4.9
Termination of employment	4.10
Introduction of changes	4.11

Subject Matter	Clause No.
Redundancy	4.12
Continuity of service - transfer of calling	4.13
 PART 5 - WAGES AND WAGE RELATED MATTERS	
Definition of classifications	5.1
Wage rates	5.2
Allowances	5.3
Payment of wages	5.4
Superannuation	5.5
 PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Meal breaks	6.2
Rest pauses	6.3
Overtime	6.4
Shift work	6.5
Working of 12 hour shifts	6.6
Transfer of duties	6.7
 PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
 PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Outside labour	8.1
Travelling time - prospecting	8.2
 PART 9 - TRAINING AND RELATED MATTERS	
Commitment to training	9.1
 PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Mining camp standards	10.1
Surface prospecting and exploration work	10.2
Crib places	10.3
Employees leaving work in case of accident	10.4
First aid	10.5
Drinking water	10.6
Clothing	10.7
Hot places	10.8
Occupational health and safety	10.9
 PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wage records	11.2
Posting of Award	11.3
Union tickets	11.4
Leave reserved	11.5

1.3 Date of operation

This Award takes effect from 2 June 2003.

1.4 Coverage

1.4.1 This Award applies to all employees engaged in metal and/or mineral exploration and development work and/or to all employees engaged in the mining and/or smelting and/or reducing and/or refining of ores including phosphates and gemstones throughout the State of Queensland, and to the employers of such employees:

Provided that this Award shall not apply to any employee in whose case the major substantial part of the employees work on any day is covered by any one of the following Awards:

- (a) Mount Isa Mines Limited Award;
- (b) Queensland Nickel Employees' Award - State;
- (c) Mineral Sands Industry Award - State; or
- (d) Quarry, Crushed Stone, Sand and Gravel Industry Award - State 2002

or to any employees who are covered by an Industrial Agreement to which the Union is a party, applying to employees performing any work in connection with the classes of operations mentioned in clause 1.4.1.

1.4.2 The following Mine sites are excluded from the hours of work provisions specified in clause 6.1:

- Mt Leyshon Gold Mine)
- Pajingo Gold Mine)
- Ravenswood Gold Mine)
- Selwyn Gold Mine.)

1.5 Definitions

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Continuous Shift Work" means work that is continuous for 24 hours per day for an unbroken period exceeding one week, except in the case of floods, fire, breakdowns, accidents, strikes, shutting down for holidays or other stoppage of work due to something beyond the control of the employer:

Provided that provision may be made for rotation of shifts.

1.5.4 "Contract and/or Piecework and/or Bonus Work" means all work to be paid for by the employer to an employee per metre or per tonne, or by similar measurement, volume or weight, or the number and/or weight of trucks filled and/or carried over any transport, by any other incentive system or payment by results, howsoever fixed or based or calculated.

1.5.5 "Metals and/or Mineral Exploration and Development Work" means any work carried out with the object of ascertaining the existence and extent of metals and/or minerals in any place or area, and shall include any work done in or in connection with the taking of alluvial or surface samples and/or any exploratory drilling by means of diamond drills or any other types of drills.

1.5.6 "Mine" when used means:

(a) as a verb, includes:

(i) to disturb, remove, cart, carry, wash, shift, crush, concentrate, smelt, refine or otherwise deal with any metal, mineral, ore, rock, stone, clay, sand or soil by any mode or method whatever for the purpose of obtaining any metal or mineral; and

(ii) to carry on any operation with a view to, or for the purpose of:

(A) obtaining metal or mineral from a place where it occurs naturally;

(B) obtaining metal or mineral from its natural state or from a state in which it is mixed with other matter;

(C) disposing of any metal or mineral in connection with such obtaining;

(D) disposing of waste substance or by-products resulting from such obtaining;

(E) rehabilitating or restoring the surface of the land disturbed by such obtaining of metal or mineral or waste disposal including the dismantling and removal of buildings, structures, machinery and equipment carried out in connection with such rehabilitation or restoration; or

(F) exploring or prospecting for mineral occurring naturally as part of the earth's crust.

(b) as a noun, includes:

- (i) a place where mining within the meaning of clause 1.5.6 (a) is carried on;
- (ii) a place used for storage of any substance or thing as an associated activity of mining within the meaning of clause 1.5.6(a);
- (iii) any place or premises being maintained or intended for use as a place where mining within the meaning of clause 1.5.6(a) is to be carried on, or for storage of any substance or thing as an associated activity of mining within the meaning of that provision; and
- (iv) any disused or abandoned part of a place that is a Mine within the meaning of clause 1.5.6(b)(i) and 1.5.6(b)(ii), whether or not the use of that part was discontinued or abandoned by the person who, or corporation that is working the Mine at the material time.

1.5.7 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

For the purpose of this Award, the Divisions and Districts are as follows:

1.6.1 Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Division.

1.6.2 Districts

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

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 each 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 an employer and employee/s in an 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 Grievance and dispute settling procedure

- 3.1.1 The employer recognises that individual problems will arise from time to time and that it is necessary to resolve these matters promptly. It is agreed by the employer, its employees and the Union that grievances should be resolved without loss of wages to employees and loss of production to the employer.
- 3.1.2 The employer is committed to resolving any grievance through open communications and to achieve a resolution of a grievance without any stoppage of work or any ban, limitation or restriction on the performance of work.
- 3.1.3 In the event of an individual raising a grievance the following procedure shall be followed:
- Step 1: The individual employee having a grievance shall refer the matter to the supervisor who will make every effort to resolve the matter fairly and promptly.
- 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 3.1.5.
- Step 2: If the matter cannot be resolved by the supervisor the grievance shall be referred to the appropriate department manager.
- Step 3: If need be the matter shall be referred to the manager of operations who shall resolve the matter as soon as practically possible.
- 3.1.4 An employee has the right to nominate a representative to be present at any time during the grievance procedure when a matter is being raised by the employer.
- 3.1.5 Whilst the procedure detailed in clause 3.1.3 above is being followed, normal work and production activities shall continue and no stoppage of work or any form of limitation of work shall occur.
- 3.1.6 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.7 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.8 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.9 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Employment categories

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

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.2); or

- (c) casual (as prescribed in clause 4.3).

4.2 Part-time employment

Part-time employment means an employee engaged by the week to work regular hours and whose ordinary daily working hours are worked continuously excluding meal breaks.

Provided that the weekly total of such hours shall not exceed an average of 32 hours per week.

4.3 Casual employment

4.3.1 Casual employment means an employee engaged as such and shall for the purpose of computing their base rate, receive 1/38th of the appropriate weekly rate for the class of work being performed plus 23% loading.

4.3.2 Casual employees shall be employed for a minimum of 4 hours on each engagement and shall work no more than 8 hours per day or 38 hours per week without payment of overtime unless otherwise agreed when engaged in conjunction with a cyclic roster.

4.4 Flexibility of work

4.4.1 In order to meet the needs of the industry an employee may be required to work as a day worker or as a shift worker at the rates applicable thereto, and may be required to transfer from one of those systems of work or another, provided however that at least 48 hours' notice shall be given of such change.

4.4.2 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.

4.4.3 An employer 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.

4.4.4 Any direction issued by the employer pursuant to provisions of clause 4.4.2 and 4.4.3 shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

4.5 Contract and piecework

4.5.1 Contract and/or piecework shall be allowed in all classes of work:

Provided that the acceptance of contract and/or piecework shall not be a condition of employment:

Provided further that the piecework rate shall be such as will enable the average competent employee to earn not less than 30% above the rate fixed by the Award.

4.6 Tributaries

4.6.1 It shall be a condition in all tribute arrangements that no royalty shall be deducted from the tributaries unless they shall receive from the proceeds of the crushing at the rate of \$483.00 per week of 38 hours per person whilst working, after deducting all working and treatment costs. Working and treatment costs shall not include wages or allowances as wages. Three persons shall be considered to be working while the crushing is going through the mill. The royalty shall in no case exceed 25%. Percentage charges shall not be charged until treatment, haulage, lighting costs, timber and explosives and sharpening costs have been deducted:

Provided that percentages shall be charged on the net proceeds won by tributaries in all cases where they receive less than the ordinary wages of a miner, and provided further that, where they receive upwards of that rate of wages, percentages shall be charged on the gross proceeds won from the Mine.

4.6.2 Sharpening shall be at the rate of \$50.18 per person per week. Where persons do their own sharpening or stull runners, no charge to be made.

4.6.3 Tributaries shall have the option of crushing their ore at any mill they choose, and shall be allowed to take their gold or other product to any assayer.

4.7 Trainees

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.8 Anti-discrimination

4.8.1 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.

4.8.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, 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.

4.8.3 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.

4.8.4 Nothing in clause 4.8 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.

4.9 Stand-down

The employer in accordance with section 98 of the Act shall have the right to deduct payment for any day an employee cannot be usefully employed due to any cause for which the employer cannot be reasonably held responsible, over which the employer has no control.

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 an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under (d) of the "Termination by Employer" clause.

4.10.4 *Probationary employment*

- (a) An employee may be engaged on a probationary basis for a maximum period of 12 weeks. The probationary period shall permit an employee to be inducted, undergo initial company training and for the company to assess the employee's performance. Employees will be advised of the result of the assessment where performance is unsatisfactory.
- (b) During this probationary period either party may terminate employment by giving one day's notice.
- (c) During the period of probationary employment, the employee's service will count for the purposes of accruing leave entitlements, but shall not be entitled to any paid leave, other than sick leave or bereavement leave, during that probationary period.

4.10.5 *Fixed term employment*

- (a) A fixed term employee is one who is engaged for a fixed term.
- (b) A fixed term employee may also be engaged on a part-time basis.
- (c) Fixed term employees will accrue all annual accruals in the same proportion as their fixed term bears to a calendar year.
- (d) Fixed term employees on a contract for less than 12 months will not become eligible for termination, change and redundancy payments at the end of the fixed term engagement.
- (e) Should a fixed term employee be engaged on a weekly basis during the term of engagement the accrued service entitlements shall form part of the employee's period of continuous service.
- (f) The details of the fixed term of employment shall be reduced to writing and retained by the parties. The employer's copy shall be retained and used to support the time and wages record of the employee concerned.
- (g) The details of the fixed term agreement may only be amended in writing by the parties, by consent, at any time.

4.10.6 *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 Redundancy

4.12.1 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 4.12.1(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.

4.12.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.12.1 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.

4.12.3 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 4.12.3, '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.

4.12.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.12.1, 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.

4.12.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.12.1, 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.

4.12.6 *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 4.12.1(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.

4.12.7 *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.

4.12.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.12.1(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.

4.12.9 *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.

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

Clause 4.12 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.

4.12.11 *Employees exempted*

Clause 4.12 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.

4.12.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.12 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.

4.12.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.12.6 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 4.12.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.12.14 *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.

4.13 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 Definition of classifications

The classification structure provides for grading with the general classification of Mine employee from Grade 1 to Grade 9. When assessing an employee for entry into the structure an employer will recognise any prior learning applicable to the skills and competencies required an employee may have.

5.1.1 Mine employee Grade 1 - 80%

An employee at this level is undertaking the standard induction training required for the Site. Such training covers:

- (a) Conditions of Employment;
- (b) Mine and Plant Safety;
- (c) First Aid Procedures;
- (d) Movement around the site;
- (e) Work and documentation procedures;
- (f) Quality control and quality assurance;
- (g) Introduction to Supervisors and fellow workers.

Employees at this level perform routine duties under direct supervision.

5.1.2 Mine employee Grade 2 - 90%

An employee who has completed the standard induction training and is assessed to be able to competently carry out the basic semi-skilled work required at this level.

5.1.3 Mine employee Grade 3 - 92.5%

An employee at this level has completed induction training and has demonstrated competency in the operation and operates at least one of the pieces of equipment listed below and is prepared to qualify on others:

- (a) Backhoe Loader;
- (b) Skidsteer Loader;
- (c) Trencher;
- (d) Pipelayer;
- (e) Water Truck;
- (f) Integrated Tool Carrier;
- (g) On Highway Truck;
- (h) On Highway Vehicles including buses.

Functions covered by this level include:

- (i) Rigger;
- (ii) Storeman.

5.1.4 Mine employee Grade 4 - 95%

An employee at this level performs work, above the skills of an employee at ME 3, and to the level of training provided. Employees at this level represent persons competent to perform work on a broad range of semi-skilled plant and equipment functions:

- (a) Process operations;
- (b) Crusher operations;
- (c) Excavator/Rockbreaker operator Cat 225 and under;
- (d) Loaders Cat 966 and under;
- (e) Dozers, Tractors, Cat D8 and under;
- (f) Compactors, Rollers, Scrapers;
- (g) Off Highway Trucks, up to 40 metric tonnes;
- (h) Non-slewing crane;
- (i) Forklift/tyrechanger up to 10 tonnes;
- (j) Elevating platform;
- (k) Pug Mill Operator;
- (l) Shotfirers Assistant;

Such an employee exercises discretion within the employee's level of skill and is responsible for the quality of the work subject to routine supervision.

5.1.5 *Mine employee Grade 5 - 97.5%*

Employees at this level perform work above and beyond the skills of an employee at ME 4 and to the level of the training employees at this level represent persons competent to perform work on an elevated broad range of semi-skilled plant and equipment functions.

Functions covered by this level include:

- (a) Control Room Operators;
- (b) Leading Process Operator;

Operators of equipment with a capacity beyond that specified in ME 3 and 4 and the following:

- (i) Drill, Face Shovel, Grader;
- (ii) Shotfirers.

5.1.6 *Mine employee Grade 6 - 100%*

An employee at this level holds a trade qualification used in the operation or has progressed by experience and training to a competent Production Driller in underground operations.

An employee at this level performs work to trade competency and:

- (a) understands and applies quality control techniques;
- (b) exercises discretion within the scope of this level;
- (c) performs work under limited supervision;
- (d) operates all equipment incidental to the work;
- (e) carries out running repairs and minor services on machines;
- (f) assists in the provisions of on-the-job training;
- (g) carries out incidental and peripheral tasks associated with the job in hand.

5.1.7 *Mine employee Grade 7 - 105%*

An employee at this level is a competent underground development miner who is capable of performing the complete range of plant and machinery functions within the work environment and who:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal and communication skills;
- (c) performs work under limited supervision either individually or in a team situation;
- (d) provides guidance and assistance as part of a work team;
- (e) demonstrates a thorough knowledge and proper application of ground control techniques during all underground mining operations.

5.1.8 *Mine employee Grade 8 - 110%*

An employee at this level holds a trade qualification used in the operation and has acquired additional knowledge by having satisfactorily completed a prescribed post trades course or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on the job experience, and who:

- (a) installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understands hydraulic and pneumatic circuitry which controls fluid power systems;
- (b) works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits;
- (c) provides trade guidance and assistance as part of a work team;
- (d) assists in the provision of training in conjunction with supervisors and trainers;
- (e) works under limited supervision either individually or in a team environment;
- (f) is capable of trouble shooting P.L.C's to card level and/or adjusting P.L.C programs to operating requirements.

5.1.9 *Mine employee Grade 9 - 115%*

An employee at this level holds a trade qualification used in the operation and has acquired additional knowledge by having satisfactorily completed a prescribed post trades course or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on the job experience, and who maintains:

- (a) machines or equipment which utilises complex mechanical hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- (b) machinery or equipment which utilises complex electrical/electronic circuitry and controls;
- (c) instruments which make up a complex control system which utilises some combination of electrical electronics,;
- (d) mechanical or fluid power principles;
- (e) complex or intricate interconnected electrical circuits;
- (f) complex radio/communication equipment;
- (g) the integrated radio control, electrical amplification and hydraulic or pneumatic control systems on remote mining equipment.

Additionally these employees must be able to:

- (i) provide trade guidance and assistance as part of a work team;
- (ii) provide training in conjunction with supervisors and trainers;
- (iii) understand and implement quality control techniques;

(iv) work under limited supervision either individually or in a team environment.

5.2 Wage rates

5.2.1 The minimum weekly rate of wages is inclusive of the base rate and the supplementary payment as set out below:

	Relativity to Grade 6 %	Award rate per week \$
Mine employee Grade 1	80	591.80
Mine employee Grade 2	90	635.90
Mine employee Grade 3	92.5	646.90
Mine employee Grade 4	95	657.90
Mine employee Grade 5	97.5	669.00
Mine employee Grade 6	100	682.00
Mine employee Grade 7	105	704.10
Mine employee Grade 8	110	726.10
Mine employee Grade 9	115	746.20

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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 Divisional and District Allowances

- (a) Employees in the Mackay Division shall be paid 90c per week in addition to the rates above set out.
- (b) Employees in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above set out.
- (c) Employees in the Western District of the Southern Division, shall be paid \$1.05 per week in addition to the rates above set out.
- (d) Employees in the Western District of the Northern Division shall be paid \$3.25 per week in addition to the rates above set out.

5.3 Allowances

5.3.1 Disability payment

A single all purpose payment of \$27.90 per week will be paid for all disabilities, with the exception of circumstances provided for later in clause 5.3.1, and without limiting the generality of this statement, shall cover:

- (a) wet or hot work
- (b) wet ground
- (c) working in water or rain
- (d) winze and shaft sinking and rising
- (e) height allowance
- (f) cleaning flues
- (g) isolation

The disability payment will not apply where an allowance in accordance with clauses 5.3.2 or 5.3.3 is paid.

5.3.2 *Site disability allowance*

The employer shall not be compelled to pay a site disability allowance on any site unless application has been made to the Commission and the Commission being satisfied that special and compelling circumstances exist which were not contemplated within existing Award provisions has amended the Award accordingly. Any such site disability allowances granted will be listed in a Schedule attached to the Award. This allowance will not apply where an allowance in accordance with clause 5.3.1 is paid.

Where the Commission determines such site disability allowance it will cease to exist upon the completion of the specific project.

5.3.3 *Employees engaged in exploration and surface prospecting*

A single all purpose payment of \$41.00 per week for disabilities associated with working in the open and thereby being subject to adverse conditions such as working in isolated and under-developed locations, exposure to heat, cold, wind, wetness, dust, mud, dirty conditions and lack of amenities. This payment will not apply to employees in receipt of a payment in accordance with clauses 5.3.1 or 5.3.2.

5.3.4 *Underground allowance*

In addition to the minimum rates of wage payable to the classification of employees set out in clause 5.2 and the appropriate allowances prescribed in clause 5.3, employees regularly rostered for underground work shall be paid an allowance as follows:

- (a) Mine employee Grade 1 30% of MEG 1 all purpose rate;
- (b) Mine employee Grade 2 37.5% of MEG 2 all purpose rate;
- (c) Mine employee Grade 3 45% of MEG 3 all purpose rate;
- (d) Mine employee Grade 4 45% of MEG 4 all purpose rate;
- (e) Mine employee Grade 5 45% of MEG 5 all purpose rate;
- (f) Mine employee Grade 6 45% of MEG 6 all purpose rate;
- (g) Mine employee Grade 7 45% of MEG 7 all purpose rate;
- (h) Mine employee Grade 8 45% of MEG 8 all purpose rate;
- (i) Mine employee Grade 9 45% of MEG 9 all purpose rate.

5.3.5 Employees who are regularly rostered for surface work and who are required to work underground for short periods shall be paid 1/38th of the applicable percentage allowance enumerated in clause 5.3.4 for their classification for each hour, or part thereof, spent underground:

Provided that where such an employee works more than 50% of the rostered shift underground during any one shift such employee shall be paid the applicable percentage allowance enumerated in clause 5.3.4 for all rostered hours for that particular shift.

5.3.6 *Tool allowance*

Employees required to use their own tools employed under this Award shall be paid \$11.66 per week tool allowance in addition to their ordinary rates of pay. This allowance shall not be paid while the employee is on annual leave. Except as herein provided, all tools required shall be supplied by the employer to the employee.

5.3.7 *First aid allowance*

An employee holding the necessary first aid certificate and recognised by the employer as "First Aid Person" shall be paid an allowance of \$13.90 per week.

5.4 Payment of wages

5.4.1 Wages shall be paid at least fortnightly by electronic funds transfer directly into the employee's account in any financial institution:

Provided that where an employee is paid off on some day other than the regular pay day, such payment may be made by cheque. Not more than 3 days' pay shall be held as back time.

5.4.2 Should an employee be discharged or resign, all wages and holiday pay due shall be paid within 2 working days of employment ceasing:

Provided that where an employee has given the prescribed notice all wages and holiday pay shall be paid at time of termination or beforehand.

5.5 Occupational superannuation

Employers and employees to whom this Award applies shall observe the terms and conditions of the Declaration of Policy on Occupational Superannuation published as a result of cases No. B1385 of 2004 and No. B1433 of 2004 and any subsequent decisions of the Commission.

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

6.1 Hours of work

6.1.1 The ordinary hours of work shall not exceed an average of 38 hours per week.

6.1.2 The ordinary hours for day workers shall be, unless otherwise agreed, worked continuously between 6.00 a.m. and 6.00 p.m.

6.1.3 Ordinary hours worked on weekends by day workers or shift workers will attract the following penalties:

(a) All work performed on Saturdays - time and a-half

(b) All work performed on Sundays - double time.

6.2 Meal breaks

All employees shall be entitled to an unpaid meal break of not less than one half-hour and not more than one hour as agreed between the employer and the majority of employees, which shall not be included in working time. The meal break will be taken between the fourth and sixth hours from their ordinary starting time. All work done during the recognised meal break will be paid at double time which will continue until the break is taken.

6.3 Rest pauses

Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary. However, where the majority of employees in a work group agree the rest pauses may be combined into a single 20 minute break.

6.4 Overtime

6.4.1 *Day workers* - All time worked in excess of the ordinary working hours prescribed in clause 6.1.1 shall be paid for at rate of time and a-half for the first 3 hours and double time thereafter.

6.4.2 Employees working cyclic work patterns either on day work or shift work shall be paid all overtime at the rate of double time.

6.4.3 *Meal break* - Where an employee is called upon to work overtime for more than 2 hours after the ordinary ceasing time or in the case of an employee working to an agreed roster, after the usual ceasing time, a meal break of 30 minutes, without loss of pay, shall be allowed after the 2 hours worked if the overtime is to continue.

6.4.4 *Meals or meal allowances* - Where an employee is called upon to work overtime for more than 2 hours after the ordinary ceasing time, or in the case of an employee working to an agreed roster after the usual ceasing time, a meal or meals shall be supplied at the expense of the employer, or an allowance of \$9.60 per meal be paid in lieu.

6.4.5 *Call back or recall to duty* - Where an employee is recalled to perform duty after completion of the employee's normal or prescribed hours or after completion of the employee's rostered shift and having left the job site or on a rostered day off shall be paid for a minimum of 2 hours' work at the appropriate overtime rate. Except in the case of unforeseen circumstances the employee shall not be required to work the full 2 hours if the job for which the employee has been recalled is completed within a shorter period.

Cause 6.4.5 shall not apply in cases where it is customary for an employee to return to the job site out of hours to perform a specific task where standard overtime rates would apply.

6.4.6 Overtime worked in the circumstances specified in clause 6.4.5 shall not be regarded as overtime for the purposes of clause 6.4.7 where actual work is less than 2 hours on such recall or on each of such recalls.

6.4.7 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day in accordance with the roster cycle system such that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to other provisions in clause 6.4 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:

Provided that an employee who works so much overtime that the employee has not had at least 10 consecutive hours off duty during the 24 hours immediately preceding 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 employer an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid at double time until released from duty for such period and the employee 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.

The provisions of clause 6.4.7 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.

6.5 Shift work

6.5.1 The ordinary hours of shift workers shall not exceed:

(a) 10 hours in any shift

(b) 152 hours in 4 roster weeks

(c) 304 hours in 8 roster weeks.

6.5.2 Subject to the following conditions shift workers shall work at such times as the employer may require:

(a) A shift shall consist of not more than 10 hours, inclusive of meal time.

(b) A meal break of not less than 30 minutes' duration shall be allowed and shall be counted as time worked.

6.5.3 Shift workers working on afternoon and/or night shift, Monday to Friday, shall be paid an allowance of 15% of the hourly rate for a Mine employee Grade 2 for each hour worked on such shift.

6.5.4 Except at the changeover of shifts an employee shall not be required to work more than one shift in any one day.

6.5.5 Work will be carried out over consecutively recurring cycles, each consisting of a specific number of consecutive working days followed by a specific number of consecutive non-working days.

6.5.6 Shift work rosters shall be agreed between the employer and the majority of employees required to work the shifts. Such agreement shall spell out the pattern of working and non-working days and be confirmed in writing. Shift work rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts and shall be posted to give at least 7 days' notice of any change.

6.5.7 An employee required by the company to transfer from one roster system to another shall be given 7 days' notice of such change.

6.5.8 A shift worker required by the company to transfer from one shift to another shall be given 24 hours' notice of such change. Any time worked on the new roster within the notice period shall be paid at overtime rates.

6.6 Working of 12 hour shifts

6.6.1 By arrangement between the employer and the majority of employees concerned, ordinary hours not exceeding 12 hours on any day may be worked subject to:

- (a) The employer and employees being guided by the Occupational Health and Safety provision 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.

6.7 Transfer of duties

6.7.1 Nothing in clause 6.5 shall prevent a day worker being required by the employer to transfer to shift work or a shift worker to transfer to day work and thereafter to observe the prescribed conditions of those respective classes of work:

Provided that the employee is given 48 hours' notice of change from one class of duty to another and has had 10 hours off duty between ceasing work in one class of duty and commencing work in the other.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

- (a) not less than 5 weeks if employed on Continuous Shift Work, worked over a period of 7 days per week;
- (b) not less than 4 weeks in any other case.
- (c) where an employee during a year of service is employed upon work carrying an entitlement of 5 weeks' leave as well as upon work carrying an entitlement to 4 weeks' leave then the entitlement at the end of a year's employment shall be *pro rata* thereto:

Provided that a period of 3 months or less during which the employee is on leave of absence without pay shall be taken into account in calculating the year of employment for the purpose of clause 7.1.1.

7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must be paid for by the employer in advance:

- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.2, at that excess rate; and
- (b) in every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee concerned immediately prior to that leave.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 weeks.

7.1.4 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 1/9th of their pay for the period of their employment in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, calculated in accordance with clause 7.1.5.

7.1.5 *Calculation of annual leave pay including any proportional payments shall be as follows:*

- (a) *Shift workers and 7 day workers* - The rate of wage to be paid to a shift worker and a 7 day worker shall be the rate payable on the employee's roster or projected roster, including Saturday and Sunday shifts.
- (b) *Day workers* - The employee's ordinary wage rate as prescribed by clause 5.2 for the period of the annual leave and a further amount calculated at the rate of 17 1/2% of the amount of annual leave pay.

7.1.6 Reasonable notice of the commencement of annual leave shall be given to the employee.

7.1.7 Except as hereinbefore provided, it shall not be lawful for the employer to give, or for any employee to receive payment in lieu of annual leave.

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.

Provided that part-time employees accrue sick leave on a proportional basis.

- (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.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 Employee must give notice.

The payment of sick leave is subject to the employee promptly advising the employer of the employee's 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 employer a doctor's certificate, or other reasonably acceptable 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 employer;
- (b) The employer or 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 same employer without having been employed in the interim.

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

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 employer.

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 by a particular employer, 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 *Unpaid leave*

An employee with the consent of the employer, 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.

7.4 Long service leave

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.

7.5 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

7.6.1 Subject to clause 7.6.5 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 are entitled to be paid a full day's wage 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 will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

7.6.3 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 or industrial show held at the principal city or town in the district that covers the work place will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.4 If a public holiday falls on a day that a continuous shift worker or 7 day day worker is rostered off, the employee shall be credited with an additional day's leave. Such leave may be taken in conjunction with annual leave, or be paid out as an additional payment of 7.6 hours at the time of occurrence, if the additional time off disrupts the shift roster.

7.6.5 Substitution

Where there is agreement between the majority of employees concerned and the employer, 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.

7.6.6 Overtime on holidays

All time worked on the public holidays set out in clause 7.6 outside the ordinary working hours specified in this Award, prescribed by a roster or usually worked on the day of the week on which the holiday falls, shall be paid for at double the ordinary rate for such time when worked outside such working hours on an ordinary working day.

7.7 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Outside labour

8.1.1 Where any employee is engaged at one place in the area to which the Award applies by an employer to go to work for them at another place, such employee shall be paid at the schedule rate of wages fixed by this Award for the work for which the employee is so engaged for any time during which the employee is necessarily engaged in travelling to commence such work, but not exceeding 8 hours' wages in any one day, and provided such employee remains in the service of such employer at least one month.

8.2 Travelling time - prospecting

8.2.1 Where an employee is sent from their usual place of employment or is engaged for the purpose of being sent on prospecting work which necessitates being away from the employee's usual residence, the employee shall be conveyed to and from the camp or pick up place established for such prospecting work free of charge and shall be paid at ordinary rates for such travelling time up to a maximum of 8 hours.

8.2.2 Where the prospecting work is being performed at a place away from the camp or pick-up place, the employees shall be paid travelling time one way at ordinary rates.

8.2.3 Where an employee is dismissed the employee shall be provided at dismissal with transport to the nearest place at which public transport is available to the employee's place of residence whichever is the nearer.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(a) developing a more highly skilled and flexible workforce;

(b) providing employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the use of skills acquired.

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

10.1 Mining camp standards

Where an employer requires employees to live in a permanent camp the following will apply as a minimum:

10.1.1 The camp shall provide for accommodation in single rooms, of dimensions not less than 14 cubic metres per man and shall have a timber, aluminium or similar floor with floor covering provided. Each room shall be furnished with reasonable sleeping accommodation including a mattress, pillow and blankets together with a table or reasonable substitute therefore, a seat and a wardrobe for each person.

10.1.2 Each room shall be fitted with a door and movable window of reasonable dimensions fitted with a gauze screen. Each room shall be sealed and lined. Good artificial lighting shall be provided in each room.

10.1.3 Except where corridor-type barracks are provided a verandah shall be constructed in front of each room. Where reasonably required, provisions shall be made for the heating of rooms or cooling by air-conditioner.

10.1.4 Provisions shall be made in the camp for reasonable washing facilities including hot and cold showers. Reasonable provisions shall be made for the washing of clothes. Toilets shall be adequate and sewered where possible, situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths. All drainage systems will comply with appropriate health and building regulations.

In any such camp messing shall be made available by the employer with provisions for a choice of meals.

10.1.5 Messing facilities will as a minimum comply with all appropriate regulations. Any disputes regarding the adequacy of facilities will be addressed through clause 3.1.

10.1.6 Clause 10.1 does not apply to employees engaged on surface prospecting and exploration work.

10.2 Surface prospecting and exploration work

10.2.1 Where there are 7 or more persons excluding the cook in the party, a cook shall be engaged and paid by the employer.

10.2.2 Where no cook is employed an employee detailed to do any necessary cooking shall be paid at not less than the cook's rate.

10.2.3 Accommodation and messing facilities will be provided and they will be of a reasonable and sufficient standards. Any disputes regarding the adequacy of facilities will be addressed through clause 3.1.

10.3 Crib places

10.3.1 Where it is the practice of employees to take their crib underground, a properly ventilated chamber shall be set apart for their use at crib time and for this purpose a plat shall be deemed to be such a chamber. Employees required to remain on dredges during crib time shall be provided with such shelter as will enable them to eat their crib without getting wet.

The following facilities will be provided by the employer:

- (a) suitable receptacles for rubbish
- (b) sufficient tables and chairs
- (c) boiling water
- (d) refrigerator
- (e) stove and/or microwave oven
- (f) hand washing facilities
- (g) cold water

10.4 Employees leaving work in case of accident

Any employee who is compelled to cease work before the completion of the shift, by reason of 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, and any employee who ceases work before the completion of the shift in order to attend to an injured person shall be paid for the full shift, provided the employee reports to, and obtains leave from the shift boss or foreman to cease work and returns to work immediately after the errand or purpose for which the employee obtained leave is completed.

10.5 First aid

10.5.1 An ambulance stretcher shall be kept at every Mine together with an adequate supply of first aid equipment and requisites. It shall be the duty of the manager of any Mine or smelting works to convey all seriously injured employees to the nearest hospital with all possible haste.

10.5.2 Where 10 or more employees are employed at a Mine or when required by the Inspector of Mines, the manager shall ensure that some person employed at the Mine is qualified and is the holder of a certificate in first aid.

10.6 Drinking water

A good and sufficient supply of drinking water shall be kept at each level in all mines, and at convenient places in all smelting works and surface workings.

10.7 Clothing

10.7.1 The employer shall provide each employee on commencement with 3 sets of work clothes and one pair of suitable safety footwear free of charge.

10.7.2 Should any employee terminate or be terminated within 6 months of receiving such clothing and footwear then such employee shall pay to the company an amount proportionate of the initial value of such clothing/footwear for the period not worked within the 6 months. Clause 10.7.2 shall not apply to employees who are terminated due to reasons of health or age.

10.7.3 The employer shall replace any item of clothing or footwear on a fair wear and tear basis.

10.8 Hot places

10.8.1 A wet bulb thermometer shall be supplied by the employer and placed at the convenience of employees for the purposes of testing temperatures.

10.8.2 Work in regards to hot places will be in accordance with the relevant health and safety legislation.

10.9 Occupational health and safety

10.9.1 The parties to this Award are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing occupational health and safety which aims to:

- (a) control hazards at source;
- (b) reduce the incidence and costs of occupational injury and illness; and
- (c) where practical provide a rehabilitation system for workers affected by occupational injury or illness.

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 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 employer or other 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 employer 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 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 employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (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 employer, or a member or employee eligible to become a member of the 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 An employer 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 employer'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 employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer'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

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

11.4 Union tickets

The employer shall, on the request in writing of any employee, pay to the Union, out of money due to such employee in respect of wages, the annual contribution of such employee as a member of the Union.

11.5 Leave reserved

Long Service Leave for Mining Contractors

Redundancy for Mining Contractors

Accommodation

Trainees and Vacation Students

Underground Development Allowance.

Dated 8 April, 2003.

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

Operative Date: 2 June 2003