

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**MOUNT ISA MINES LIMITED AWARD 2004**

Pursuant to s. 698 of the *Industrial Relations Act 1999* Mount Isa Mines Limited Award 2004 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 Mount Isa Mines Limited Award 2004 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**MOUNT ISA MINES LIMITED AWARD 2004**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Mount Isa Mines Limited Award 2004.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 11 June 2004.

## 1.4 Coverage

Notwithstanding the provisions of any other Award, this Award applies exclusively to all persons for whom rates of wages are herein prescribed employed by Mount Isa Mines Limited.

## 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 "MIM Lease Representation Order 1995" means the order of the Commission of 12 September 1995 (150 QGIG 405).

1.5.4 "Union" means registered industrial organisation of employees entitled to represent employees of Mount Isa Mines Limited in accordance with the MIM Lease Representation Order 1995.

### 1.5.5 Mining Section

(a) "Contract and/or Piecework and/or Bonus Work" means work performed in accordance with the Memorandum of Contract and/or Piecework, and/or Memorandum of Bonus as agreed upon from time to time.

(b) "Diamond Drill Runner" means an employee operating a diamond core drilling machine or a core recovery drilling machine, or a down-the-hole hammer drill.

(c) "Diamond Drill Runner's Assistant" means an employee assisting a diamond drill runner.

(e) "Miner" means any employee other than a trucker, filler, mullocker or ore picker employed for the purpose of obtaining minerals, and/or metals:

Provided that such employee shall be capable of and may be required to secure their own work:

Provided, further, that such employee shall be capable of and may be required to operate a Tugger hoist or any similar hoist in connection with their work.

(f) "Pipefitter" means an employee engaged in cutting and/or screwing, and/or threading or bending pipes, or in making up manifolds, or installing, laying, repairing or dismantling pipes and/or manifolds in or about the mines:

Provided, however, that this definition shall not apply to a labourer who assists a pipefitter or to a miner who makes a local adjustment in their working place.

(g) "Platelay" means an employee laying (in their final position), fixing, curving, cutting, and boring track rails, and putting down points and crossings, but shall not apply to an employee who sets up an occasional set of rails.

(h) "Senior Chainperson - Underground" means an employee who is required to use, and be proficient in the use of a dumpy level, a clinometer, theodolite, and chain and is made responsible by the employer for marking up without supervision.

(i) "Short Hole Drill Repairer - Surface" means an employee engaged in the repair or maintenance of any type of short hole or light rock drill machine.

(j) "Timberpersons" mean any employee principally engaged in the use of timber or other materials used for the securing and/or protection of the ground. The employee's duties shall include boring and breaking ground and other work necessary to enable the timber or other materials to be placed in position, but the term shall not be applied to a miner who in their ordinary work fixes timber or other materials to secure their own work: Provided that a timberperson in the course of their duties may be required to perform any necessary rough timber work underground.

(k) "Track Maintenanceperson - Mine" means an employee who inspects underground tracks, making any necessary minor repairs to same including oiling of points.

(l) "Trades Assistant - Diesel (Certified)" means a trades assistant who has restricted tickets to operate diesel units including service vehicles, L.H.D. units, G.D. Jumbos and mules.

(m) "Trucker" means any employee filling and/or removing trucks underground, and who does not do the work of a miner in the face.

### 1.5.6 *Surface Section*

- (a) "Batching Plant Operator" means an employee in control of operations of a concrete batching plant.
- (b) "Builders' Labourer - Engaged on other than building construction" means any labourer assisting any bricklayer, mason, plasterer, carpenter, plumber, slater and tiler on other than building construction work as hereafter defined.
- (c) "Bulk Cement Attendant" means an employee engaged in the unloading of bulk cement from railway wagons at the bulk cement terminal.
- (d) "Chief Cook" means an employee who has the supervision of the work and/or employees in any kitchen where there is more than one cook continually employed.
- (e) "Cook" means an employee wholly or principally engaged in preparing or cooking any kind of food, such as poultry, fish, meat, vegetables, etc. Employees engaged cooking eggs or making toast, teas or bouillon or similar drinks, shall not be considered to be doing the work of a cook.
- (f) "Cook's Offsider" means an employee engaged in assisting cooks in any kitchen under the supervision of a cook.
- (g) "Junior" means any employee under 21 years of age who does not receive the rate of wages fixed for adults.
- (h) "Laboratory Attendant" means an employee who is required to carry out general laboratory duties including sample preparation and assistance in project work.
- (i) "Pipefitter" means an employee engaged in cutting and/or screwing, and/or threading or bending pipes, or in making up manifolds, or installing, laying, repairing or dismantling pipes and/or manifolds in or about the mines:  
  
Provided, however, that this definition shall not apply to a labourer who assists a pipefitter or to a miner who makes a local adjustment in their place of work.
- (j) "Platelayer" means an employee laying (in their final position), fixing, curving, cutting and boring track rails, and putting down points and crossings, but shall not apply to an employee who sets up an occasional set of rails.
- (k) "Research Assayer Grade 1" means an employee who is required to perform non-routine analysis of a complex nature without supervision.
- (l) "Research Assayer" means an employee who is competent to perform routine analysis of metallurgical products for various elements.
- (m) "Research Operator Grade 1" means an employee who has had at least 18 months' experience as a Research Operator and in addition to that experience is required to work on research project work without supervision.
- (n) "Research Operator" means an employee required to carry out environmental research, smelting research, mining research and milling research including reasonably complex mineral dressing tests without close supervision, and sample preparation.
- (o) "Research Sampler" means an employee required to carry out sample preparation duties.
- (p) "Tyre fitter - Heavy" means an employee engaged in fitting tyres to wheel rims of 61 centimetres diameter and over, and may include the fitting and replacement of chains and chain components to such tyres.
- (q) "Tyre Fitter" means an employee engaged in fitting tyres to wheel rims of up to but not including 61 centimetres diameter, and may include the fitting and replacement of chains and chain components to such tyres.
- (r) "Warehouse Yardperson" means an employee engaged in the unloading, loading and handling of materials at or about the warehouse.

### 1.5.7 *General Section - Building Trade*

- (a) "Building Construction" means the construction of new buildings, the construction of additions to existing buildings, and the necessary alterations of existing buildings to make them conform to any new additions and the demolition of buildings.
- (b) On Site Building Construction
  - (i) "Assistant Powder Monkey" means a person assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive powered tools.

- (ii) "Assistant Rigger" means a person assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members for dismantling such structures or for setting up cranes or hoists other than those attached to scaffolding and who has had less than 12 months' experience at rigging work.
- (iii) "Concrete Finisher" means an employee other than a concrete floater engaged in the hand finishing of concrete or cement work not being a finish in marble, mosaic or terrazzo.
- (iv) "Foundation Shaftsperson" means a builders' labourer employed on the sinking of shafts which will exceed 6.096 metres in depth for foundations of buildings or upon consequential steel fixing, timbering and concreting therein.

#### 1.5.8 *General Section - Clerical employees, timekeepers, storepersons*

- (a) "Clerical Employees" include any person employed either exclusively or principally in the pursuit or vocation of writing, engrossing, typing, or calculating, whether by ordinary means or by means of any process calculated to achieve a like result, or in invoicing, billing, charging, checking, or otherwise dealing with records, writings, correspondence, books and accounts or any other clerical capacity whatsoever.
- (b) "Storepersons" include all persons exclusively or principally engaged in receiving or issuing all goods and materials in the Company's works.
- (c) "Timekeeper" includes any person exclusively or principally engaged in keeping time records or hours worked by other employees.

#### 1.5.9 *General Section - Electrical*

- (a) "Electrician Special Class - Electrician Special Class" means an electrical fitter or electrical mechanic, as defined, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of the definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of the employee-

- (i) having had not less than 2 years' on-the-job experience as a tradesperson working mainly on such complex and/or intricate circuitry as will enable the employee to perform such work unsupervised where necessary and practicable; and
- (ii) having, by virtue of either the satisfactory completion of a prescribed post trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.5.7(a)(i), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine diagnose and modify systems comprising interconnected circuits.

For the purpose of this definition the following courses are deemed to be prescribed post trade courses in industrial electronics:

- Industrial Electronics Course C of the Department of Education, Queensland;
- Post Trade Industrial Electronics Course of the N.S.W. Department of Technical Education;
- The Industrial Electronics Course (Grades 1 and 2) as approved by the Education Department of Victoria;
- The Industrial Electronics Course of the South Australian School of Electrical Technology;
- The Industrial Electronics Course of the Technical Education Department of Tasmania;
- The certificate in Industrial Electronics of the Technical Education Division of the Western Australian Education Department.

- (b) "General Electrician" includes electrical fitter, electrical mechanics, jointer, linesmen and armature winders.
- (c) "Instrument Artificer" means an adult employee tradesperson engaged an any work involved in designing, manufacturing, installing, maintaining, repairing, altering, adjusting and testing all types of measuring and

recording instruments, and shall not include the installation, maintenance or replacement of domestic or industrial water or power meters, which form part of the normal work of mechanical or electrical tradespersons:

Provided that no such employee who is not the holder of the appropriate certificate from the Electrical Workers' and Contractors' Board shall be competent to connect any electrical instrument to the source of supply.

- (d) "Shift Electrician" means an employee with qualifications of an electrical fitter or an electrical mechanic who is engaged unsupervised on shift work and during their shift is required to be in charge of electrical generators, switchboards or any other electrical machinery or apparatus and who shall effect running repairs as necessary.
- (e) "Electrical Trade Technician - Grade I" means an employee who is a qualified Radio and Television Mechanic or has equivalent qualifications and who has had 2 years experience with industrial communications systems, and who is required to and can competently perform all work involving the construction, fabrication, installation, fault finding and maintenance repair to industrial communications equipment which includes:
  - (i) fixed and mobile radio transceivers and other associated equipment;
  - (ii) public address systems;
  - (iii) closed circuit industrial television;
  - (iv) radio control and supervisory systems;
  - (v) colour and black and white studio television equipment;
  - (vi) remote control line equipment for radio networks;

and who has in addition completed advanced trade courses AEL 109, AEL 110, AEL 111 or AEL 215, AEL 216 or AEL 217, AEL 218, or other equivalents or has a Broadcast Operators Certificate of Proficiency.

- (f) "Electrical Trade Technician - Grade 2" means an employee who is qualified or has equivalent qualifications to those of an Electrical Fitter/Mechanic or an Instrument Fitter-Process Control and who has had 2 years experience with instrument or other electronic systems and who has obtained a level of expertise measurably higher than an Electrician Special Class or an Instrument Artificer and who is required to and can competently perform work of a diagnostic nature on a range of either of instrument or electronic systems and in addition has successfully completed the following advanced trade courses:
  - (i) for instrumentation and control: AEL 101 and AEL 103, or their equivalents and 2 of either AEL 204, AEL 206, AEL 215, AEL 216 or their equivalents; and
  - (ii) for electronics: AEL 101 and AEL 103 or their equivalents, and any 2 of AEL 215, AEL 216, AEL 217, AEL 218 or their equivalents.
- (g) "Electrical Trade Technician - Grade 3" means an employee who through knowledge acquired by study and experience has attained a level of expertise significantly higher than that of an Electrical Trade Technician - Grade 2 and who is required to and can competently perform work on a range of digital and analogue equipment requiring a sound practical basis together with a theoretical understanding of the associated electronics and mechanics of such equipment and who is able to diagnose and repair to component level and be required to understand the overall equipment operation together with the theoretical and practical aspects of the associated electrical circuitry and components within that circuitry. The Electrical Trade Technician - Grade 3 will have passed the first year of a relevant associate diploma course or its equivalent.
- (h) "Electrical Trade Technician - Grade 4" means an employee who has been an Electrical Trade Technician - Grade 3 and who has satisfactorily passed the second year of a relevant associate diploma course or its equivalent and who has satisfactorily performed the functions of an Electrical Trade Technician - Grade 3 and in addition is required to and can competently perform work on a range of digital and analogue equipment requiring a sound practical base together with a theoretical understanding of the associated electronics and mechanics of such equipment. The Electrical Trade Technician - Grade 4 will be able to understand the design of component parts of the equipment and be capable of independent evaluation of circuitry performance.
- (i) "Electrical Trade Technician - Grade 5" means an employee who has been an Electrical Trade Technician - Grade 4 and who has satisfactorily passed all stages of a relevant associate diploma course or its equivalent and who has satisfactorily performed the functions of an Electrical Trade Technician - Grade 4.
- (j) "Abbey Truck Attendant (60' Boom)" means an employee who is part of a gang which performs electrical work and who during the course of their work assisting electrical journeypersons is required as a minor part of their duties to drive vehicles over 3.048 tonnes, but under 6.096 tons, used in connection with the work of the gang.

#### 1.5.10 *General Section - Engine Drivers*

- (a) "Travelling Crane Driver (Smelter)" means an employee who is engaged in driving a travelling crane, which crane passes above employees in the Converter and Smelter sections of the plant.
- (b) "Winding Engine Driver" means an employee required under the Mining Regulations to hold a certificate who is driving or working any winding engine or winding machinery by means whereof persons or persons and material are hoisted up and lowered down or along any shaft, pit, incline, or level in or about the mine.

#### 1.5.11 *General Section - Mechanical*

- (a) "Driller" means an employee using a plain or twist drill in a power machine.
- (b) "Driller (Multipurpose)" means an employee working a radial drill who uses, in addition to normal tools, boring bars to hole and face to sizes as required. The employee may be required to work from drawings and sketches.
- (c) "Shift fitter" means an employee with qualifications of fitter and turner who is engaged unsupervised on shift work and during their shift is required to be in charge of all types of mechanical equipment including ore transportation and crushing systems, tipples and winder conveyances and who shall effect running repairs as necessary.
- (d) "Turner" means an employee employed in any metal turning in connection with any class of mechanical engineering work.

#### 1.5.12 *General Section - Miscellaneous*

- (a) "Junior" means any employee under 21 years of age who does not receive the rate of wages fixed for adults.

#### 1.5.13 *General Section - Power Station*

- (a) "Electrical Trade Technician - Power House, Grade 1" means an employee who is a qualified Radio and Television Mechanic or has equivalent qualifications and who has had 2 years experience with industrial communications systems, and who is required to and can competently perform all work involving the construction, fabrication, installation, fault finding and maintenance repair to industrial communications equipment which includes:
  - (i) fixed and mobile radio transceivers and other associated equipment;
  - (ii) public address systems;
  - (iii) closed circuit industrial television;
  - (iv) radio control and supervisory systems;
  - (v) colour and black and white studio television equipment;
  - (vi) remote control line equipment for radio networks, and who has in addition completed advanced trade courses AEL 109, AEL 110, AEL 111 or AEL 215, AEL 216 or AEL 217, AEL 218, or other equivalents or has a Broadcast Operators Certificate of Proficiency.
- (b) "Electrical Trade Technician - Power House, Grade 2" means an employee who is qualified or has equivalent qualifications to those of an Electrical Fitter/Mechanic or an Instrument Fitter - Process Control and who has had 2 years experience with instrument or other electronic systems and who has obtained a level of expertise measurably higher than an Electrician Special Class or an Instrument Artificer and who is required to and can competently perform work of a diagnostic nature on a range of either of instrument or electronic systems and in addition has successfully completed the following advanced trade courses:
  - (i) for instrumentation and control: AEL 101 and AEL 103, or their equivalents and two of either AEL 204, AEL 206, AEL 215, AEL 216 or their equivalents; and
  - (ii) for electronics: AEL 101 and AEL 103 or their equivalents, and any two of AEL 215, AEL 216, AEL 217, AEL 218 or their equivalents.
- (c) "Electrical Trade Technician - Power House, Grade 3" means an employee who through knowledge acquired by study and experience has attained a level of expertise significantly higher than that of an Electrical Trade Technician - Grade 2 and who is required to and can competently perform work on a range of digital and analogue equipment requiring a sound practical basis together with a theoretical understanding of the associated electronics and mechanics of such equipment and who is able to diagnose and repair to component level and be

required to understand the overall equipment operation together with the theoretical and practical aspects of the associated electrical circuitry and components within that circuitry. The Electrical Trade Technician - Grade 3 will have passed the first year of a relevant associate diploma course or its equivalent.

- (d) "Electrical Trade Technician - Power House, Grade 4" means an employee who has been an Electrical Trade Technician - Grade 3 and who has satisfactorily passed the second year of a relevant associate diploma course or its equivalent and who has satisfactorily performed the functions of an Electrical Trade Technician - Grade 3 and in addition is required to and can competently perform work on a range of digital and analogue equipment requiring a sound practical base together with a theoretical understanding of the associated electronics and mechanics of such equipment. The Electrical Trade Technician - Grade 4 will be able to understand the design of component parts of the equipment and be capable of independent evaluation of circuitry performance.
- (e) "Electrical Trade Technician - Power House, Grade 5" means an employee who has been an Electrical Trade Technician - Grade 4 and who has satisfactorily passed all stages of a relevant associate diploma course or its equivalent and who has satisfactorily performed the functions of an Electrical Trade Technician - Grade 4.

## **1.6 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and The Australian Workers' Union of Employees, Queensland and its members and the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees and its members in accordance with the MIM Lease Representation Order 1995.

## **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 terms of 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 the requirements of Chapter 6 the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Complaints as to grievances**

3.1.1 In the event of any employee having any grievance the employee shall discuss the matter with their supervisor or any other more senior official in his department or with the Company's industrial officers. The employee may be supported in these discussions by a Union representative in accordance with the MIM Lease Representation Order 1995.

- (a) If not settled, the matter shall be formally submitted to the employer by the Secretary of the Branch or sub-branch of the Union or the resident full time official.
- (b) If agreement has not been reached within 2 days after the matter has been submitted by the representative of the Union (or a mutually agreed longer period) and also where the Union does not have a Branch or sub-branch, the matter shall then be discussed between the officer of the employer concerned and the State Secretary of the Union.
- (c) Where a dispute arises out of a change in existing custom the practice shall revert to that in existence prior to the dispute until settlement is reached.
- (d) 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 endeavour to have normal work continue.
- (e) No party shall be prejudiced as to final settlement by the continuance of the work in accordance with clause 3.1.
- (f) In the event of no settlement thus being arrived at, the grievance may be referred to the Commission.

## **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 defined); or
- (c) casual (as defined).

#### **4.2 Loading lorries**

Employees engaged to drive lorries for transportation of material in or about the plant shall assist in loading or unloading of the lorries as though they were, for the time being, members of the loading or unloading crew.

#### **4.3 Transfer**

The employer shall be at liberty to transfer an employee from one section of the plant to another if desired.

#### **4.4 Right to obtain work**

An employee desirous of obtaining work in a department other than that in which the employee is ordinarily employed shall not be prevented from so doing, provided that the employee first gives notice to the supervisor before accepting work in such other department, and provided that the employee is not dismissed for gross misconduct, and further provided that such employee is competent and able to perform such work in such department.

#### **4.5 Part-time employment**

4.5.1 At the point of engagement of each part-time employee, the employer shall specify that the engagement is on a part-time basis.

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

- (a) The spread of ordinary working hours shall be the same as those prescribed for weekly employees.
- (b) The number of ordinary working hours in any one week shall not be less than 16 and shall not exceed 32.
- (c) 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.
- (d) Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 40.
- (e) Employees shall be entitled to a proportionate amount of annual leave, sick leave and long service leave as prescribed for weekly employees.
- (f) 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.
- (g) 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 is necessary.
- (h) Employees engaged on a part-time basis shall have their ordinary working days defined in their letter of appointment.

4.5.3 *Experience payments.*

Part-time employees will become entitled to experience payments on the completion of the same number of hours that a full-time employee must complete to qualify for experience payments.

4.5.4 Subject to the provisions contained in clause 4.5 all other provisions of the Award relevant to weekly employees shall apply to part-time employees.

#### **4.6 Casual employees**

4.6.1 At the point of engagement of each casual employee, the employer shall specify that the engagement is on a casual basis.

4.6.2 "Casual Employee" means an employee engaged as such and paid on an hourly basis. The minimum engagement shall be for 2 hours.

4.6.3 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.

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

- (a) Classification rate
- (b) Second tier payment
- (c) Stenotypists etc. allowance
- (d) Leading hand allowance

4.6.5 *Allowances*

- (a) Isamine Industry Allowance is applicable to casuals on a pro rata basis of hours worked but does not attract the 23% loading.
- (b) Disability allowances paid as an amount per hour will not attract the 23% loading (includes Smelter, KSOC, Power House and On-Site Construction Allowances).
- (c) Disability allowances paid as time penalty e.g. time and a-quarter, will be paid at the "ordinary Award rates of pay" plus 21%.
- (d) Where an allowance is expressed as a minimum daily amount, such amount shall be paid on a pro rata basis for casuals.

4.6.6 *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 40.
- (b) Where a casual works outside of the agreed spread of hours for day workers in the work area concerned, 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.

4.6.7 *Payment of wages*

Where practicable, casual employees will be paid at the end of each engagement or within 24 hours between Monday and Friday.

## **4.7 Casual cleaners**

4.7.1 A casual cleaner means any employee engaged by the hour and who may leave their employer's service or be discharged at any moment with one hour's notice of termination.

4.7.2 The maximum number of hours which may be worked by a casual cleaner shall be 30 hours in any one week.

4.7.3 A casual cleaner shall be paid a minimum of one hour's pay for each engagement.

4.7.4 Casual cleaners shall be paid at the hourly rates applicable to their respective classification and shall receive a loading of 23%.

4.7.5 They shall also be entitled to participate on a *pro rata* basis in the Isa Mine Industry Allowance prescribed in clause 5.1.7.

4.7.6 The hours of work for casual cleaners shall be as mutually arranged.

#### **4.8 Services not required**

When an employee attends ready to work their normal shift the employee shall be found work or be paid 8 hours wages, except in the case of breakdowns, accident, strike, or other stoppage of work (excepting wet weather) due to something beyond the control of the employer.

#### **4.9 Suspension**

4.9.1 Notwithstanding any other provisions to the contrary contained in this Award, the employer may, in lieu of dismissing any employee for insubordination, drunkenness, disobedience, or breach of safety rules or regulations, suspend the employee from duty subject to the following:

- (a) Suspensions shall be applied with all reasonableness and the exercise of fairness;
- (b) The employee suspended or to be suspended shall, at the time of suspension or as soon thereafter as is practicable, be notified in writing, the reason for the suspension and the period of duration of the suspension;
- (c) The employer shall at the time of the suspension or as soon thereafter as is practicable notify the appropriate Union Secretary or the representative of the name of the employee suspended and the period of duration of the suspension;
- (d) Every suspension shall be subject to appeal, in accordance with the procedure contained in clause 3.1.

#### **4.10 Anti-discrimination**

4.10.1 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* 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 the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.10.2 Accordingly in fulfilling their obligations under the grievance and disputes 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.

4.01.3 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.

4.10.4 Nothing in clause 4.10 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*; or
- (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.

#### **4.11 Termination of employment**

##### *4.11.1 Statement of employment*

The 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.

##### *4.11.2 Termination by employer*

- (a) In order to terminate the employment of an employee the employer shall give 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 clause 4.11.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, 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 ordinary time rate of pay for the employee concerned shall be used.
- (e) The period of notice in clause 4.11.2(a) shall not apply in the case of dismissal for misconduct or other grounds that justified instant dismissal, or in the case of casual, or seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

#### 4.11.3 *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 moneys due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

### 4.12 **Introduction of changes**

#### 4.12.1 *Employer's duty to notify*

- (a) Where an employer has made a definite decision to introduce major 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 their Union or Unions.
- (b) "Significant effects" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.12.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union or Unions, inter alia, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.12.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and 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 an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

### 4.13 **Redundancy**

#### 4.13.1 *Discussions before terminations*

- (a) Where an employer has made a definite decision 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 hold discussions with the employees directly affected and where relevant, their Union or Unions.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.13.1, and shall cover inter alia, the reasons for the proposed terminations, measures to avoid

or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.

- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and 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 an employer shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

#### 4.13.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.13.1, the employee shall be entitled to the same period of notice of transfer the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

#### 4.13.3 *Transmission of Business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (in this clause called the "transmitter") to another employer (in this clause called the "transmittee"), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee;

- (b) In this clause "business" includes, trade, process, business or occupation and includes part 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 the employer shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 4.13.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.13.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.13.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

#### 4.13.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.13.5 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.13.5 then the employee shall receive no payment under that clause.

#### 4.13.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.13.1 may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.13 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 varied if the employer obtains acceptable alternative employment for an employee.

#### 4.13.10 *Employees with less than one years' service*

This clause shall not apply to employees with less than one years' continuous service and the general obligation on employer s 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 shall not apply:

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

#### 4.13.12 *Employer's exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.13 shall not apply to employers who employ less than 15 people.

#### 4.13.13 *Incapacity to pay*

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

### **4.14 Trainees**

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

### **4.15 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 Wages**

- 5.1.1 (a) The classification structure sets out the rates of wages payable. These rates of wages includes the \$8.00 safety net adjustment, and all increases arising out of the Structural Efficiency Wage Fixing Principle.
- (b) In addition, the Isa Mine Industry Allowance (derived from the previous Bonus and Prosperity Loading), Experience Payment, Second Tier Payment and Service Payment, are currently paid in accordance with the Mount Isa Mines Limited Award and associated Agreements. These are to be regarded as overaward payments.
- (c) Consistent with the requirements of the February 1994 Review of Wage Fixing Principles the \$8.00 safety net adjustment is absorbable to the extent that the Isa Mine Industry Allowance has been reduced herein by the same amount that the rates of wages have been increased.
- (d) 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.

### 5.1.2 Mining section

The rates of wages to be paid to the following classes of employees shall not be less than those set out hereunder:

	Award Rate Per Week	Experience Payment Level
	\$	
(a) Diamond Drill Repairer and/or Long Hole Percussion Machine Repairer	680.70	1
(b) Group 1 -		
The following classes of employees shall fall within Group 1:		
Raise miner		}
Diamond drill runner		)
Raise borer operator - 61R		)
Instructor - underground		)
Ringfirer	678.10	2
Control room operator - underground		)
Raise borer operator - 81R		)
Long hole percussion driller		)
Rotary drill operator - underground		}
(c) Group 2 -		
The following classes of employees shall fall within Group 2:		
Load haul dump unit operator		}
Rigger - underground		)
Pipefitter - underground	663.40	2
3 Boom jumbo operator		)
G.D. jumbo operator-in-training		}
First machineperson		}
Timberperson		)
Loco driver 19L		)
Pump station operator - underground	663.40	2
Cable bolter		)
Draw control operator		}

	Award Rate Per Week \$	Experience Payment Level
(d) Group 3 -		
The following classes of employees shall fall within Group 3:		
13c Sub fill operator	650.60	3
Powder monkey		
Mechanical shovel operator		
20 Ton production loco driver		
Platperson		
X41 Nipper		
Braceperson - underground		
Platelay - underground	650.60	3
Shorthole drill repairer		
Secondary blaster - mine		
Diamond drill runner's assistant		
Control room operator - shafts and hoisting		
15 Level fill control operator		
(e) Group 4 -		
The following classes of employees shall fall within Group 4:		
1100 Orebody fill and water pumpie	638.30	3
Brakeperson - underground		
Safetyperson - underground		
Senior chainperson - underground		
Sampler - underground		
Mule and/or loco driver - other		
Nipper		
Whitewasher		
Wet fill inspector - mine		
Tool sharpener		
Hygiene person - underground		
Belperson/crusher operator - Underground		
Magazine keeper		
Greaser - underground		
Trades Assistant - Diesel (Certificated)		
Orepass Runner		
Bulk Analyser Operator	638.30	3
Molanite Plant Operator		
Diamond Saw Operator - Core Shed		
(f) Group 5 -		
The following classes of employees shall fall within Group 5:		
Chainperson	627.50	3
Grizzlyperson		
Miner-in-training		
Track maintenance person - Mine		
Mud and water pumpie		
Hose repairer - underground		
A.N.F.O. mixing plant operator		
Core shed operator	627.50	3
Belperson - surface		



	Award Rate Per Week	Experience Payment Level
	\$	
Hose repairer and/or assembler - surface )		
Mars pump operator )		
Visitors change-house keeper (K57) }		
 (g) Group 6 -		
The following classes of employees shall fall within Group 6:		
Trucker - underground }	619.30	4
Change-house attendant - mine }		
 (h) Group 7 -		
The following classes of employees shall fall within Group 7:		
All others not elsewhere classified	612.50	4
 (i) Reserved classifications -		
Belt cleaner - mine;		
Tally clerk - ore pocket;		
Mullocker;		
Timberperson's assistant;		
Blast hole diamond driller;		
Blast hole diamond driller's assistant;		
Scraper driver;		
Scraper driver when using explosives;		
Skip tender;		
Second machineperson;		
Raise borer operator's assistant.		
 (j) Juniors		
18 to 19 years of age		

Notwithstanding the above, the appropriate adult rate of pay will be paid when the Company determines that an employee is fully capable of performing adult work.

### 5.1.3 Surface section

The rates of wages to be paid to the following classes of employees shall not be less than those set out hereunder:

	Per Week	Experience Payment Level
	\$	
 (a) Group 1 -		
The following classes of employees shall fall within Group 1:		
Flotation operator - leading }		
Blast furnacepersons - leading )		
Instructor - metallurgical works )	678.10	2
Central control room operator - )		
lead/zinc concentrator		
Central control room operator - No. 4 )		
concentrator		
Control room operator - F.S.R. }		

	Per Week	Experience Payment Level
	\$	
Reverbatory furnaceperson - leading - copper smelter } Control room operator - sinter plant ) Converterperson - leading ) Trackhopper operator - leading ) G.D. 120 rotary drill operator ) Anode furnace operator ) Heavy medium control room operator ) Isasmelt operator (leading) }	678.10	2
 (b) Group 2 -		
The following classes of employees shall fall within Group 2:		
Ganger - mill Lining } Blast Furnace feederperson - leading - lead smelter ) Control room operator Slurry Preparation - copper Smelter ) Control room operator - L58 ) Control room operator - concentrator ) Crushing plants ) Chief cook ) Filter operator Leading - copper smelter ) Cottrell operator leading - copper smelter }	663.40	2
Filter operator leading - lead Smelter } Control room operator - baghouse ) Grinding operator - leading ) Research operator Grade 1 ) Research assayer Group 1 ) Powder monkey - K.S.O.C. ) Grinding control room operator ) Anode casting operator }	663.40	2
 (c) Group 3 -		
The following classes of employees shall fall within Group 3:		
Ganger - metallurgical works } Flotation operator ) Dust testing officer - copper smelter ) Pump fitter concentrators ) Gardener Grade 1 ) Pipefitter - surface ) Cook ) Batching plant operator ) Rigger - surface }	650.60	3
Mill lining machine operator } Conveyor belt repairer ) Research assayer ) Drossing operator ) Compliance testing officer ) Flux handling operator - leading ) Training assistant - personnel ) Flotation leading operator - lead ) Zinc concentrator }	650.60	3

	Per Week	Experience Payment Level
	\$	
(d) Group 4 -		
The following classes of employees shall fall within Group 4:		
Baghouse operator - lead smelter	638.30	3
Mill Liner operator		
Slurryperson - copper smelter		
Tyre fitter		
Matte Tapper - copper smelter		
Charge car driver - lead smelter		
Gardener Grade 2		
Spoutperson - lead smelter		
Grinding operator - concentrators		
Trackhopper operator	638.30	3
Crusher operator - concentrators		
Platelaye - surface		
Slurry preparation operator - copper smelter		
Furnace attendant - lead smelter		
Slag skimmer - copper smelter		
Slag wagondriver - copper smelter		
Tuyere puncher		
Locomotive shunter	638.30	3
Crane chaser - smelter		
Research operator		
Research sampler		
Milling operator - No. 4 concentrator		
Crusher operator - K.S.O.C.		
Anode furnace attendant		
Anode casting attendant		
Heavy medium plant operator		
OSA operator - copper concentrator		
Isasmelt operator		
(e) Group 5 -		
The following classes of employees shall fall within Group 5:		
Wet fill operator surface	627.50	3
Caster operator - lead smelter		
Cottrell operator - copper smelter		
Rukzuk or steam cleaner operator		
Hygiene attendant - lead smelter		
Roaster operator		
Greaser - surface		
Matte tapper's attendant		
Media charger		
Tailings plant operator	627.50	3
Reverbatory furnace attendant		
Filter operator - copper smelter		
Assayer - concentrator		
Zinc filter operator		
Builders' labourer		
Relief operator - lead smelter		
Crane chaser - elsewhere		
Balloon flue attendant - copper smelter		
Machine operator - lead smelter		

	Per Week	Experience Payment Level
	\$	
Discharge end operator - lead smelter } Gardener Grade 3 ) Sampler - metallurgical works ) Reagent mixer ) Baling press operator ) Person on polythene, bitumen and/or ) concrete board ) Milling attendant }	627.50	3
Bin operator } Warehouse workshop operator ) Windbox attendant - lead smelter ) Filter bag repairer - lead smelter ) Filter bag repairer - copper smelter ) Cottrell attendant - copper smelter ) Grinding attendant - concentrators ) Crushing attendant - concentrators ) Flotation attendant - concentrators }	627.50	3
Laboratory attendant } Bulk cement attendant ) Dross drummer ) Flux handling operator ) Operator - fill repulping plant ) Warehouse yardpersons ) Changehouse attendant - lead smelter ) Screenhouse attendant - K.S.O.C. ) Emergency/services attendant ) Relief isasmelt operator }	627.50	3
(f) Group 6 -		
The following classes of employees shall fall within Group 6:		
Caretaker, watchperson and } changehouse attendant ) Laundress - accommodation ) Day sampler - lead smelter ) Cooks' offsider ) Bin attendant }	619.30	4
Labourer - lead Smelter } Labourer - concentrators ) Labourer - copper Smelter ) Labourer - No. 2 concentrator - day ) gang ) Labourer - elsewhere ) Janitor ) Changehouse attendant - K.S.O.C. }	619.30	4
(g) Group 7 -		
The following classes of employees shall fall within Group 7:		
General cleaner } All other employees - accommodation ) Waitstaff ) All others not elsewhere classified }	612.50	4

In addition to the rates of wages set out above ganger and leading operator shall be entitled to be paid when applicable the additional remuneration as prescribed in clause 5.1.5 of this Award.

(h) Juniors

(i) Research and development employees

The classification rates of research operator or research assayer (whichever is applicable) will be used for determining the appropriate junior rate for junior research operator and junior research assayer as the case may be in accordance with the following percentages of the minimum adult rate:

	Percentage
16 to 17 years of age	55
17 to 18 years of age	65
18 to 19 years of age	75

(ii) Accommodation employees

Kitchenhand under 17 years of age	65
Other Accommodation employees -	
Under 17 years of age	55
17 years and under 18 years	65
18 years and under 19 years	75
19 years and under 20 years	85

(iii) Others

16 to 17 years of age	55
17 to 18 years of age	65
18 to 19 years of age	75

(iv) Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cents multiple.

(i) Reserved classifications

Casting attendant - copper smelter;  
Caster Leading - copper smelter;  
Yardpersons and others - accommodation;  
Tailings plant attendant;  
Tailings plant operator (Leading);  
Steeplejack;  
Barrowperson - lead smelter;  
Claymill attendant - copper smelter;  
Slag disposal attendant - copper smelter;  
Balloon flue attendant - lead smelter;  
Casting attendant - lead smelter;  
Feed proportioning attendant - lead smelter;  
Slag disposal attendant - lead smelter;  
Sampler leading - concentrators;  
Sampler leading - lead smelter;  
Power buggy driver;  
Copper chipper - copper smelter;  
Tow motor driver;  
Spoutperson - copper smelter;  
Heavy media attendant;  
Heavy media operator;  
Heavy media operator (leading);  
Calcine car driver;  
Copper chipper leading;  
Roaster bin attendant;  
Roaster repairperson;  
Filter operator - lead smelter;  
Roaster operator (leading);  
Salesperson (timberyard);  
Sawyer's assistant;  
Trimmer;

Scraper repairer;  
 Fettler;  
 Heap leach operator - copper smelter;  
 Caster operator - copper smelter;  
 Rolls operator - copper smelter;  
 Ball mill section operator - lead smelter;  
 Caster (leading) - lead smelter;  
 Sanitary person - surface;

(j) Additional provisions for accommodation section employees.

All employees for whom the ordinary hours of duty are subject to breaks in continuity other than for the purpose of meal breaks and rest pauses shall be paid in addition to the rates prescribed herein an allowance at the rate of \$3.62 per day for each day so worked.

Casual employees shall be paid at the rate of time and a-half for the actual time worked, with a minimum of 2 hours.

In computing overtime, \$1.88 shall be allowed for board and 80c for lodging, and \$2.71 for board and lodging.

If board and lodgings are not provided for employees, the sum of \$2.71 per week shall be added to the above rates.

If board is not provided for employees the sum of \$1.88 per week shall be added to the above rates:

Provided that it shall be optional whether the employee accepts board and/or lodgings as provided for herein.

In computing holiday payments \$1.88 per week (the value of board) and 80c per week (the value of lodging) shall be added to the weekly wage when employees do not board and lodge with their employer during their holiday.

Employees in this section shall be entitled to 2 full days off each week. All work done on such full days off shall be deemed overtime and paid for at double time rates.

Casual employee means an employee who is not employed for more than 24 hours in any one week.

5.1.4 *General Section*

(a) Building trade

The rate of wages to be paid to the following classes of employees shall not be less than those set out hereunder:

	Per Week	Experience Payment Level
	\$	
Bricklayer and brickmaker	684.90	1
Carpenter		
Drainer (licensed)		
Inspector - Contracts and General Works	706.20	1
Painter (brush and spray)	684.90	1
Plasterer		
Plumber		
"On Site" Building Construction -		
Grade (i) -		
Rigger, dogperson	675.20	2
Grade (ii) -		

	Per Week	Experience Payment Level
	\$	
Scaffolder, powder monkey, hoist or winch driver, foundation shaftsperson (as defined), steel fixer (including when tack welding), concrete finisher (as defined)	668.60	2

Grade (iii) -

Bricklayers' labourers, Plasterers' labourers, labourer assisting any other tradesperson, assistant rigger (as defined), assistant powder monkey (as defined), demolition work (after three months' experience), gear hand, jack hammerperson, mixer driver (concrete), steel erector, aluminium alloy structural erector (whether prefabricated or otherwise), gantry hand or crane hand, crane chaser, concrete cutting or drilling machine operator, concrete gang including concrete floater (as defined), rooflayer (Malthoid or similar material), dump cart operator, steel or bar bender to pattern or plan, under pinner, concrete formwork stripper	643.70	3
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Grade (iv) -

Builders' labourers employed on work other than that specified in clauses 5.1.4(a)(i) to (iii)	619.10	4
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(b) Clerical employees, timekeepers, storepersons, buyers and computer operators

The rates of wages to be paid to the following classes of employees shall not be less than those set out hereunder with junior rates being calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple:

	Percentage of minimum adult rate
(i) Storepersons -	
15 years and under 16 years of age	45
16 years and under 17 years of age	50
17 years and under 18 years of age	55
18 years and under 19 years of age	65
19 years and under 20 years of age	75
20 years and under 21 years of age	85

	Per Week	Experience Payment Level
	\$	
21 years and under 22 years of age	622.20	4
22 years and under 23 years of age	631.70	3
23 years and under 24 years of age	640.70	3
24 years of age and over	654.50	3
Storeperson - Grade 2	663.00	3
Storeperson - Grade 1	667.70	2

	Percentage of minimum adult rate
(ii) Clerks, clerk/typists and Timekeepers -	

15 years and under 16 years of age	45
16 years and under 17 years of age	50
17 years and under 18 years of age	55
18 years and under 19 years of age	65
19 years and under 20 years of age	75
20 years and under 21 years of age	85

	Per Week	Experience Payment Level
	\$	
Grade 6 -		
21 years of age	630.10	3
22 years of age	639.40	3
23 years of age	652.20	3
24 years of age	662.70	3
Grade 5	672.10	2
Grade 4	679.10	2
Grade 3	686.20	1
Grade 2	693.00	1
Grade 1	699.80	1

- (iii) Stenotypists, comptometer operators, ledger posting machine operators or punch card tabulator operators.

In addition to the rates of wages prescribed herein for clerks and clerk/typists, an employee employed as a stenotypist, comptometer operator, ledger posting machine operator or punch card tabulator operator, shall be paid as part of the weekly wage, a further sum of \$9.30 per week:

Provided that in the case of any stenotypist specifically required by the employer to be qualified for and capable of writing shorthand at the rate of 120 words a minute, and to be qualified for and capable of typing at the rate of 70 words a minute, the additional amount payable, as part of the weekly wage, shall be \$15.50 per week.

Where an employee is engaged for only part of the time on any duties mentioned under this heading a proportionate payment shall be made for the time so engaged.

	Percentage of minimum adult rate
(iv) Buyers -	
Under 21 years of age - appropriate age scale as for clerks, clerk/typists and timekeepers -	
15 years and under 16 years of age	45
16 years and under 17 years of age	50
17 years and under 18 years of age	55
18 years and under 19 years of age	65
19 years and under 20 years of age	75
20 years and under 21 years of age	85

	Per Week	Experience Payment Level
	\$	
Trainee buyer Grade 4	666.40	2
Buyer Grade 3	682.90	1
Buyer Grade 2	693.60	1
Buyer Grade 1	704.00	1

(v) Computer operators -		
Trainee computer operator -		
1st year of service	453.90	N/A
2nd year of service	481.20	N/A
3rd year of service	508.40	N/A
4th year of service	640.50	3
Computer operator Grade 3	664.50	2
Computer operator Grade 2	695.00	1



Computer operator Grade 1 706.80 1

Any trainee computer operator 21 years of age or over shall receive the 4th year of service rate of pay.

This Award shall not apply to employees in receipt of a weekly wage which is not less than \$5.00 in excess of the wage rate plus second year experience payment prescribed for a computer operator Grade 1.

(c) Electrical

The rates of wages to be paid to the following classes of employees shall not be less than those set out hereunder:

	Per Week	Experience Payment Level
	\$	
Abbey truck attendant (60 foot Boom)	638.30	3
Apprentice training instructor - trade training centre	715.30	1
Apprentice training instructor	692.80	1
Automotive electrician	680.70	1
Battery attendant	619.30	4
Battery attendant - 062 workshops	627.50	3
Battery attendant - power and water Surface Areas	627.50	3
Communications technician	694.70	1
Electrical trades assistant - underground materials transporter	638.30	3
Electrical trades assistant	619.30	4
Electrician special class	698.80	1
Electrical trade technician - Grade 1	709.00	1
Electrical trade technician - Grade 2	715.30	1
Electrical trade technician - Grade 3 - first year	721.90	1
second year	737.70	1
Electrical trade technician - Grade 4 - first year	754.80	1
second year	770.80	1
Electrical trade technician - Grade 5	770.80	1
	to	
	788.20	
Fitter (instruments)	680.70	1
General electrician	680.70	1
Instrument artificer	692.50	1
Labourers not classified	619.30	4
Lamproom attendant	619.30	4
Linesperson possessing power certificate	680.70	1
Shift electrician (metallurgical works and underground)	690.00	1
Shift electrician - special class (metallurgical works and underground)	707.70	1
Telephone or radio mechanic	680.70	1
Electrician (electrical test bay)	700.70	1
Electrician (water supply and maintenance)	710.10	1

(d) Engine drivers

(i) The rates of wages to be paid to the following classes of employees shall not be less than those set out here under:

Per Week	Experience Payment Level
\$	

Equipment operator No. 1	677.20	2
Equipment operator No. 2	673.80	2
Equipment operator No. 3	669.80	2
Equipment operator No. 4	652.60	3
Equipment operator No. 5	648.00	3
Engine drivers - Engine drivers doing -		
(A) work requiring 1st class certificate	654.00	3
(B) work requiring 2nd class certificate	634.10	3
Lofty crane driver - on building construction - 15.24 metres and over	694.80	1
Under 15.24 metres	688.20	1
Winding engine driver (main shafts)	678.10	2
Winding engine driver (other)	669.40	2
Winch driver - at engine driver's rates according to class of certificate required.		
Hoist driver - at engine driver's rates according to class of certificate required	680.70	1

Electric face shove operator - K.S.O.C.

(ii) Definition of equipment plant operators

No. 1 -

Front end loaders 6.12 cubic metres and over  
 Mobile crane greater than 40.66 tonnes  
 Copper smelter travelling crane driver  
 Cat. 14 Grader  
 Cat. 16 Grader

No. 2 -

Cat. D8 bulldozer  
 Cat. D9 bulldozer  
 Cat. 834 bulldozer  
 Mobile crane greater than 20.33 tonnes but not exceeding 40.66 tonnes  
 Front end loader up to 6.12 cubic metres  
 Lead smelter travelling crane driver  
 Overhead travelling gantry crane driver - warehouse yard.

No. 3 -

Mobile crane greater than 10.165 tonnes and up to 20.33 tonnes  
 Locomotive engine driver

No. 4 -

Cat. 941 traxcavator  
 Mobile crane greater than 3.05 tonnes and up to 10.165 tonnes  
 Fork lift - lifting capacity in excess of 4,536 kg.  
 Road roller powered vibrating 4.06 tonnes and over.

No. 5 -

Fork lift - lifting capacity up to 4,536 kg.  
 Travelling crane driver  
 Compressor room attendant - X41

(e) Mechanical

- (i) The rates of wages to be paid to the following classes of employees shall not be less than those set out hereunder:

Per Week	Experience Payment Level
\$	

Acetylene or electric welder	682.50	1
Acetylene or electric welder (tested)	686.20	1
Acetylene or electric welder's assistant	619.30	4
Apprentice instructor - trade training centre	715.30	1
Apprentice training Instructor	692.80	1
Blacksmith	682.60	1
Blacksmith's striker and/or hammerperson	619.30	4
Boilermaker	680.70	1
Boilermaker's holder-up and/or assistant	624.40	4
Boiler tube welder - special	698.90	1
Borer, shaper, slotter, miller and planer	680.70	1
Cold saw operator	628.40	3
Diesel fitter	680.70	1
Diesel fitter - dynamometer engine testing	686.40	1
Driller, tapper and/or screwer	628.40	3
Driller, multipurpose	661.60	3
Engine test bay mechanic - mobile Equipment	686.40	1
Fitter	680.70	1
Fitter's assistant	619.30	4
Fitter - drum and friction winder	697.70	1
Fitter - raiseborer and rotary drills	692.80	1
Machine tool maintenance fitter - workshops	692.80	1
Maintenance fitter - general workshop equipment	692.80	1
Motor mechanic	680.70	1
N.C. machinist	692.80	1
Panel beater	680.70	1
Patternmaker	693.10	1
Refrigeration mechanic	680.70	1
Shift Fitter (metallurgical works and underground)	689.90	1
Toolmaker and diesinker	693.40	1
Toolroom Fitter - main workshop	697.70	1
Trades assistant	619.30	4
Mobile equipment inspector	702.20	1

(ii) Juniors

The rates of pay for juniors shall be as follows being calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple:

	Per Week	Experience Payment Level
	\$	
16 to 17 years of age	336.60	N/A
17 to 18 years of age	364.70	N/A
18 to 19 years of age	392.90	N/A

(f) Miscellaneous

- (i) The rates of wages to be paid to the following classes of employees shall not be less than those set out hereunder:

Per Week	Experience Payment Level
\$	

Multilith and/or guillotine operator	676.50	1
Public affairs assistant	646.90	2
Sawyer	641.00	3
Driver of motor vehicles - Capable of carrying up to 1,270 kg.	630.60	3
Capable of carrying from 1,270 kg. to 3.05 tonnes	639.60	3
Capable of carrying over 3.05 tonnes and up to 6.1 tonnes	643.70	3

For every complete tonne over 5.085 tonnes an extra \$1.00 per week.

For articulated vehicles - an extra \$8.80 per week.

For double articulated vehicles - an extra \$16.10 per week.

For motor vehicles drawing trailers - employees driving a motor vehicle to which a trailer is attached shall be paid in addition to the rates prescribed herein - the extra applicable amounts set out hereunder:

\$2.33 per day when drawing a loaded single axle trailer;

\$1.36 per day when drawing an empty single axle trailer;

\$3.03 per day when drawing a loaded trailer with more than one axle;

\$1.70 per day when drawing an empty trailer with more than one axle.

(ii) Juniors

The rates of pay for juniors shall be as follows being calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple:

	Per Week	Experience Payment Level
	\$	
16 to 17 years of age	336.60	N/A
17 to 18 years of age	364.70	N/A
18 to 19 years of age	392.90	N/A

(g) Power station

The rates of wages to be paid to the following classes of employees shall not be less than those set out hereunder:

	Per Week	Experience Payment Level
	\$	
Auxiliary plant attendant	824.80	1
Ashperson	669.00	3
Boilermaker	706.30	1
Boiler flue and condenser cleaner	676.00	3
Control room attendant	833.70	1
Coal handling operator	669.00	3
Electrical trade technician - power house - Grade 1	731.30	1
Grade 2	737.90	1
Grade 3, Year 1	744.60	1
Grade 3, Year 2	758.90	1
Grade 4, Year 1	777.40	1
Grade 4, Year 2	794.40	1
Grade 5	794.40	1
Electrician	703.10	1
Electrician special class	720.60	1
Fitter	702.30	1

	Per Week	Experience Payment Level
	\$	
Front-end loader driver - 2.29 cubic metres up to 4.58 cubic metres (coal handling operation)	705.70	2
Greaser	669.00	3
Instrument artificer	713.00	1
Labourer	642.10	4
Lagger	682.60	3
Locomotive engine driver	703.30	2
Overhead travelling crane driver (60.9 tonne capacity)	693.30	2
Pendant control crane driver up to 20.33 tonne capacity	693.30	2
Pipefitter	679.50	3
Rigger	682.60	3
Trades assistant	646.40	4

(h) Survey

The rates of wages to be paid to the following classes of employees shall not be less than those set out hereunder:

	Per Week	Experience Payment Level
	\$	
Survey chainperson	627.50	3
Survey labourer	619.30	4

5.1.5 *Leading hands*

An employee occupying the position as charge hand in charge of 3 or more employees shall be classified as a leading hand and be paid the following additional remuneration:

- (a) In charge of less than 10 employees - per day extra \$5.88;
- (b) In charge of 10 and less than 20 employees - per day extra \$8.89;
- (c) In charge of 20 or more employees - per day extra \$11.59.

The above payments will be made for all purposes of the Award.

5.1.6 *Experience payments*

- (a) The rates of wages as set out above shall be increased in accordance with the level allocated to each classification by the amount prescribed hereunder for each of the particular levels:

	Total amount per week after 12 months' experience (as from 21/10/97)	Total amount per week after 2 years' experience (as from 21/10/97)
	\$	\$
Level 1	25.44	28.26
Level 2	21.20	24.03
Level 3	18.37	21.20
Level 4	16.94	19.78

- (b) Power station employees

In addition to the above, experience payments will be made to the following classifications included in the power station wages section of this Award as under:

Total amount  
per week after  
3 years  
experience  
(as from 21/10/97)  
\$

Fitters	31.70
Electricians	31.70
Boilermakers	31.70
Instrument artificers	31.70
Electricians special class	31.70

- (c) Experience payments will be made in recognition of continuous service in the metalliferous mining and smelting industry as carried out by Mount Isa Mines Limited at Mount Isa.
- (d) Experience payments will be paid for overtime, annual leave, sick leave, long service leave and for all purposes of the Award.
- (e) Past service will count for determining the extent of payment.
- (f) Each start will stand alone, except where an existing employee who completes 5 years continuous service with the Company terminates, and returns within 3 months to the same department, such employee will receive experience payments.
- (g) Absences on sickness, workers' compensation, paid leave and approved unpaid leave up to a period of 3 months in any year will be included for the purpose of calculating service.
- (h) Juniors will not receive experience payments until they achieve adult rates of pay.
- (i) Apprentices will not receive experience payments until completion of indentures.
- (j) Previous service as a junior or an apprentice will be counted for the purpose of determining the appropriate experience payment at that time.
- (k) An employee will retain the experience payment when moving to a lower classification, unless the employee voluntarily requests to move to such classification.
- (l) Employees moving to a classification on a temporary basis, such as relief for annual leave, long service leave, worker's compensation, sick leave, approved paid leave, etc, will receive the experience payment appropriate to the higher classification for that period of time only.
- (m) An employee who other than for temporary relief purposes as set out above moves to a classification attracting a higher experience payment will immediately be paid the experience payment appropriate to that classification and their length of service.
- (n) Other than for the experience payments as set out in clause 5.1.6(b), the weekly experience payments specified in clause 5.1.6 shall be increased from time to time in accordance with and subject to the following criteria:

It is the intention of the parties that

- (i) The amount of the increase will be the percentage increase in the Queensland Minimum Wage as determined by the Commission in its State Wages Cases applied to such experience payments.
- (ii) In the event of any increases to the Queensland Minimum Wage being determined by other than the application of a percentage movement then the parties to this Award shall confer on the method of application, of any such increase to experience payments including whether any such increase is applicable.
- (iii) No increase will apply if such is precluded by any decision of the Commission.
- (iv) No increase will apply unless the Engineering Award - State 2002 is amended in respect to the allowances clause 5.8 to reflect Queensland Minimum Wage decisions.
- (v) No increase will apply unless item 2 of the 'Precis of Offer' document held by the parties to this Award and dated March 10, 1983, can be shown to have application.
- (vi) Date of operation shall be as agreed between the parties to this Award.

### 5.1.7 *Isa Mine industry allowance*

All employees covered by this Award shall be paid an industry allowance of \$34.50 per full week worked, or \$6.91 per day or shift of 8 hours.

The allowance for a 4 hour shift shall be one half of that above set out for an 8 hour shift.

The above applies to employees on the minimum rate for labourers or over. Employees on more than 1/2 the minimum rate for labourers and less than the full rate thereof shall be paid the allowance at 3/4 of the above rate. Employees on 1/2 or less than one-half of the said minimum rates shall receive the allowance at 1/2 of the above rates.

Hours of overtime shall not carry additional payment, unless the ordinary time worked is sufficient to make a full fortnight - when hours of overtime will be taken into account to make up the deficiency.

The allowance is not to be paid during periods when, through shortage of water or coal or other fuel, or other unavoidable cause, or through strikes, the production and treatment operations are completely suspended; nor during periods when the Company is prevented by causes beyond its control from smelting or shipping its products.

Employees absent on annual leave, long service leave, public holiday and paid sick leave will be paid the allowance for such absentee periods.

The amount will not be paid for any other purpose and shall be a fixed allowance.

## 5.2 **Special conditions - mining section**

### 5.2.1 Crib places

- (a) A properly ventilated chamber shall be set apart for underground employees for their use at crib time and for this purpose a plat (provided that the Government Inspector of Mines approves of such plat) or chamber shall be sufficient.
- (b) The employer shall make provision for underground employees to have a wash at crib time.
- (c) The employer shall make provision for the daily hosing of crib places and the keeping of all such places in a state of cleanliness.
- (d) The employer shall supply receptacles in which employees shall deposit all rubbish or other waste matter and any employee failing to do so may be disciplined.

### 5.2.2 *Distance between 2 employees whilst working in dangerous places*

In dangerous places no employee shall be employed alone unless there is some person within easy hearing. Should any dispute arise as to whether a place is dangerous or not, it shall be settled between the employees' representative and the employer. In the event of their being unable to agree the matter shall be referred to the Government Inspector of Mines.

### 5.2.3 *Popper and telescopic machines*

- (a) One employee only may be engaged on a popper machine, who shall be classed as a first machine person, provided that no one person shall be required to drill holes with a popper machine at a greater height than 76.2 centimetres from foot level, or where the angle of the hole deviates from the horizontal to such an extent that the handle of the machine must be held higher than 152.4 centimetres from foot level.
- (b) One employee only may be employed on a telescopic machine, and such employee shall be classed as a first machine person.
- (c) In the case of work done in rises 2 employees shall be employed who shall each be classed as a first machine person.
- (d) Each such telescopic machine shall be provided with a spray or jet which can be worked by the employee operating the machine or alternatively worked with hollow steel.

### 5.2.4 *Sanitary work.*

- (a) The sanitary work of a mine shall be carried out by an employee engaged for that purpose, but such person need not be employed solely in doing sanitary work.
- (b) It shall not be incumbent upon any other person to do sanitary work.

### 5.2.5 *Temperature*

- (a) Where the temperature in the mine workings is unavoidably high, the ventilation shall be adequate to maintain a reasonable limit of humidity - that is to say, at a temperature of 26.6 degrees C., by a dry bulb thermometer, the reading of the wet bulb should be 25.5 degrees C., and for every 16 degrees C. rise in temperature above 26.6 degrees C. by a dry bulb thermometer there should be an additional degree of difference between the dry and wet bulb readings. Where the percentage of humidity is greater than is shown above in all confined places and dead-ends, suitable mechanical ventilating appliances shall be provided and operated.
- (b) The working time of employees in underground occupations shall not exceed 6 hours per day unless a temperature of less than 28.3 degrees C. thermometer, using a wet bulb, is maintained for at least a 3/4 proportion of the working shift in the working place where the employee is occupied:

Provided that clause 5.2.5(b) shall not apply with respect to the working place where the employee is occupied if such place is thoroughly ventilated during the whole of the working shift or half-shift as the case may be, by a current of air moving at a rate not less than that which can be measured with the instrument ordinarily used for the purpose:

Provided further that in all cases the employee shall be paid as for a full shift or half-shift as the case may be.

- (c) The employer shall supply a hygrometer and an anemometer for each section of the mine and such instruments shall be readily accessible and available to the employees to test the temperatures and air velocity at their working places at all reasonable times.
- (d) The Company shall at all times provide permanent vent pipes as near to the working faces as practicable, and shall supply flexible tubing of sufficient length to reach within not less than 6.1 metres of the working face. Such flexible tubing shall be put up and extended by the miners to suit their convenience, and removed by them when necessary to prevent damage from blasting.

### 5.2.6 *Work for ensuring safety of mine*

The employer or the employer's representative may instruct any employee to do any work for ensuring the safety of the mine or of the employees in it. It shall not be compulsory for any employee to enter a pass to fire it.

## 5.3 **Special conditions - surface section**

### 5.3.1 *Employees handling cyanide*

Employees handling cyanide or other chemical liquids used in ore treatment shall, for the protection of their hands, be supplied with suitable rubber gloves free of charge:

Provided the employees using same shall be responsible for the care of such gloves.

### 5.3.2 *Running repairs*

It shall be the duty of any metallurgical works employee to do any running and temporary repairs or make alterations to machines affecting the efficient working of such employee's section of the Plant.

### 5.3.3 *Transportation of ore*

All employees engaged in transporting ore fluxes or fuel or other material from the surface at the mine to the bins or smelters are to be considered metallurgical works employees.

### 5.3.4 *Water stands and hoses*

Water stands and/or hoses shall be provided by the employer for the purpose of allaying dust arising from the handling of coke or other causes, and it shall be the duty of the employee to use such stands and/or hoses for such purposes.

## 5.4 **Special conditions - general section**

### 5.4.1 *Acetylene welding*

In working oxy-acetylene or electric welding plant appropriate safety equipment shall be provided by the employer for the safety and protection of the operators.

### 5.4.2 *Grindstones*



In workshops where grinding is done on any emery stone, or by other process all reasonable precautions shall be taken by means of fans or otherwise to keep the air free from dust.

#### 5.4.3 *Hand protective paste*

Painter or signwriter employees shall at the request of any such employee be provided with hand protective paste for the use of such employee.

#### 5.4.4 *Protection of electricians from live wires, etc.*

Employees working on 200 volts or over direct current, and on all alternating current live wires, shall where required, be provided with the necessary insulating tools, rubber mats, or any necessary protective appliances by the employer.

#### 5.4.5 *Repairs in lifts, shafts, etc.*

Repairs shall not be done in lifts, shafts, or similar places whilst the same are in ordinary use.

Inspection or repairs shall not be carried out in connection with cranes or pumps whilst the same are in motion.

#### 5.4.6 *Respirators*

The employer shall provide and supply painter and signwriter employees engaged on burning off and/or cleaning down operations with a suitable respirator when so engaged at the request of each such employee.

Where respirators are used by more than one employee, each such respirator shall be sterilised after use by each such employee.

#### 5.4.7 *Tools of trade*

- (a) All tools of trade shall be supplied by the employer to mechanical and electrical classifications employed by Mount Isa Mines Limited.
- (b) Mechanical and electrical classifications other than those employed by Mount Isa Mines Limited will be paid a tool allowance as prescribed from time to time by the relevant State Award.
- (c) In respect of the supply or provision of tools for the building trades as covered by this Award, the provisions and tool allowances in the Building Construction Industry Award - State 2003 shall apply as amended from time to time.

#### 5.4.8 *Woodworker leaving work*

A woodworker, provided the woodworker has been employed a week or more, shall upon being discharged or voluntarily leaving their job, be allowed 2 hours to put their tools in order, such 2 hours to be paid for at the ordinary rate, and within ordinary working hours. In the event of a woodworker being employed for a period of less than one week, the employer shall pay the woodworker 54c for cartage of tools, when incurred.

### **5.5 Special conditions - surveyors, architects, draughtspersons and engineers section**

#### 5.5.1 *Accommodation*

- (a) Where an employee in the performance of their work has to camp out either the employee shall be provided with food free of cost by the employer, or the employee shall be paid a camping allowance of \$13.80 per day in addition to the rates prescribed.
- (b) The following shall be deemed sufficient accommodation:
  - (i) For one employee - Not less than a 2.44 metres by 3.05 metres tent, with 3.05 metres by 3.66 metres fly.
  - (ii) For 2 employees - Not less than a 3.05 metres by 3.66 metres tent, or a 2.74 metres by 3.96 metres tent, with 3.66 metres by 4.77 metres fly.
- (c) The employee so supplied shall be personally responsible for any damage done to the tents and flies apart from fair wear and tear, and shall return them to the employer or their representative on leaving the job.

#### 5.5.2 *Cooks*

Where there are 4 or more persons in the survey party (exclusive of the cook) a cook shall be supplied and paid by the employer, and such cook shall pay their share of the mess account.

Where no cook is employed, a member of the party shall be detailed by the employer to do any necessary cooking for the party, and such member shall be paid overtime at the rates prescribed by clause 6.4 "Overtime" for all time worked in excess of 40 hours per week or 8 hours per day and at the rate prescribed by clause 6.4 for time worked on Sunday, or otherwise at the rate prescribed by clause 6.4.

#### 5.5.3 *Provision account*

All accounts in connection with the camp mess arrangements shall be submitted to the employees at a reasonable time before settlement of same, and in any event shall be made up and submitted every 4 weeks, and shall be charged against the employees' wages. Should any employee leave or be discharged prior to the monthly settlement of the mess account, the employee shall be charged the average for the preceding month.

#### 5.5.4 *Travelling time and fares*

Wages shall commence from the time of leaving the railway station nearest the place of work. The employees must proceed by the most direct route, and shall be allowed fares both ways from the place of engagement, payable on the termination of 3 months' service, or when the camp is disbanded, whichever is the shorter period.

#### 5.5.5 *Wet weather*

- (a) The surveyor shall decide whether or not it is too wet to work.
- (b) The employees shall hold themselves in readiness to commence work at any time required by the surveyor, and shall do work such as making pegs, mending and cleaning, etc., which can be carried on under cover, such as that of a tent or fly, if the surveyor so requires.

### **5.6 Contract and piecework and bonus work**

5.6.1 Contract and/or piecework and/or bonus work shall be allowed in all classes of work provided that such contract and/or piece rates and/or terms of bonus shall be fixed as will enable the average competent employee to earn not less than 30% over the weekly rate prescribed by this Award for the class of work performed but in no case shall the employee be paid less than the minimum rate fixed by this Award for the class of work performed.

5.6.2 For the purpose of clause 5.6.1 "weekly rate" means the rates of wages as prescribed in clause 5.1.2 together with the experience payments as prescribed by clause 5.1.6:

Provided that the three \$8.00 safety net adjustments shall not be taken into account when calculating the 30 percent over the "weekly rate".

5.6.3 When a contract and/or piecework and/or bonus party loses time through any default of the employer the party shall be paid for such time lost at a rate which is in accordance with the agreement confirmed between the parties on 14 April 1982:

Provided that time shall not be deemed to be lost where parties or members thereof fail or refuse to perform other work practicable and which is included in the terms of contract and/or bonus. The employer shall supply to all contract and/or piecework and/or bonus parties as soon as they are available and at least fortnightly the correct measurements of the work performed by them.

5.6.4 The contract and/or piecework price and/or bonus terms shall be submitted to each party prior to the commencement of the work to be carried out under the contract and/or bonus and each contract and/or bonus shall be in writing.

5.6.5 The contract and bonus documents requiring signature by the parties will be submitted for signature as soon as practicable before the commencement of the contract/bonus work. One copy of the contract/bonus document will be supplied to the representative of the contract/bonus for perusal of party members. 5 days will be permitted to peruse the terms of the contract/bonus document before signing, however this will not debar work in accordance with the terms of the contract/bonus commencing within those 5 days. At the end of the 5 days the document must be signed by all employees party to the contract/bonus. The supervisor will give a 24 hour reminder at the end of the 5 days, and if any employee party to that contract/bonus still does not sign that document, the Company will cease paying that employee the contract/bonus rate until such time as the employee does sign.

5.6.6 One copy of the signed memorandum of contract and/or bonus shall be made available to a representative of the contract and/or bonus party on each shift and a copy of the signed memorandum of contract and/or bonus shall be made available to the representative nominated by the State Secretary of the Union.

5.6.7 Any employee or party of employees engaged or about to be engaged on piecework and/or bonus work shall, either before the making of the piecework and/or bonus agreement or during the progress of the work carried out

thereunder, have the right to have the terms and conditions of their memorandum of piecework and/or bonus work agreement referred and considered by the parties in accordance with the normal practices that apply at the Mine. In the event that either party considers it necessary the issue in question shall be referred to the Bonus Reference Committee.

5.6.8 There shall be a Bonus Reference Committee which shall consist of 2 representatives of the employer and such 2 of the employees ordinarily engaged on that piecework and/or bonus work as are elected or chosen each 6 months by the employees ordinarily engaged on that piecework and/or bonus work. One member of each party that has made reference to the Committee shall be in attendance at the meeting of the Committee on the consideration of such reference for the purpose of answering questions.

5.6.9 At the hearing of or during any deliberations or considerations by the Bonus Reference Committee of the terms and conditions of a referred piecework and/or bonus agreement the Northern District Secretary of The Australian Workers' Union of Employees, Queensland or, in their absence, the organiser of The Australian Workers' Union of Employees, Queensland, who may be at that time stationed at Mount Isa may at the request of the employees concerned attend to make representation on behalf of the Union and members who are a party to the piecework and/or bonus agreement or the proposed agreement. Mount Isa Mines Limited may be represented by such representative as is decided by the Company:

Provided that should it be necessary for the purpose of reaching a decision to take a vote on any matter before the Committee, neither the paid official of The Australian Workers' Union of Employees, Queensland nor the representative nominated by the Company shall have the right to take part in such vote.

5.6.10 It shall be the duty of the Bonus Reference Committee to consider all the circumstances applying to each bonus agreement so referred and to decide the piecework rate and/or bonus terms on such a basis that the intention of the provisions of clause 5.6 may be carried out effectively.

5.6.11 There will be established a committee to be known as the Isa Mine Underground Incentive System Reference Committee comprising of one Union official and 3 nominated employees from the contract members of the Isa Mine Underground Incentive System, together with an equal number of representatives from the Company.

5.6.12 The State Secretary of the Union shall advise the Company and the Company shall advise the State Secretary of the Union of the names of their Committee representatives and if it is necessary to replace such a representative such advice shall also be given.

5.6.13 The Committee shall be responsible for ensuring that the part of the Isa Mine Underground Incentive System that relates to contract work complies with the terms of the resolution of 14 April 1982 relayed by The Australian Workers' Union to the Company on the same date.

5.6.14 It shall not be a function of this Committee to consider matters which have traditionally been dealt with between Company Supervision and Contract parties and which deal with on the job and at the face aspects of contracts.

5.6.15 Matters which are unresolved by this Committee shall be dealt with in accordance with clause 3.1 of the Award.

## **5.7 Outside labour**

Where any employee is engaged at one place by the employer to go to work for the employer at another place, such employee, provided the employee remains in the service of the employer at least one month, shall be paid at the 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.

## **5.8 Payment of wages**

- (a) Employment shall be by the week and wages shall be paid fortnightly, and not more than 4 days' pay shall be kept in hand:
- (b) When an employee is discharged or leaves the employment the employee shall be paid such wages as soon as practicable, and in any case, within 24 hours after making application for the same except where a bank holiday or Sunday intervenes, and if the employee is not so paid the employee shall, for such time as shall elapse between the employee's discharge and such payment, be paid at their ordinary rate of wages.

## **5.9 Employees attending at work**

If the employer or a representative sends for an employee to come to work and the employee does not start, such employee shall be entitled to 4 hours' pay.

## **5.10 Employees employed out of their grade**

Any employee put on to do the work of a higher grade shall receive the wages attaching to such grade, but in the event of a higher grade employee being temporarily put to do the work of a lesser grade the employee shall not suffer a reduction of wages by reason of being temporarily out of their grade until the employee has been given 2 days' notice of such temporary change.

## **5.11 Afternoon and night shift allowances**

5.11.1 In addition to the rates of pay prescribed by clause 5.1, employees whilst engaged on afternoon shift and night shift, as established pursuant to clause 6.1, shall be paid an additional penalty rate for each such shift as follows:

Afternoon shift	12.5% (or \$9.70 whichever is the greater)
Night shift	15% (or \$9.70 whichever is the greater)

5.11.2 For the purposes of clause 5.11.1:

- (a) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight;
- (b) "Night shift" means any shift finishing after midnight and at or before 8.00 a.m. or where the majority of hours worked in the shift falls between midnight and 8.00 a.m.; and
- (c) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

5.11.3 The allowance will be paid to continuous shift workers who work 2 consecutive shifts but shall not apply to employees on their 21st shift nor on any other overtime nor on day shifts.

The allowance will be paid to employees working on normal rostered afternoon or night shifts falling on public holidays.

5.11.4 No employee shall as a result of clause 5.11 suffer any reduction to their current entitlement to shift allowance.

## **5.12 Special rates**

### *5.12.1 Application*

The special rates and allowances hereinafter shall be paid to:

- (a) Employees coming within clause 5.1.2 but only in so far as the special rates and allowances which are specified in clauses 5.12.7, 5.12.9, 5.12.10, 5.12.16, 5.12.22 and 5.12.23.
- (b) Employees coming within clauses 5.1.3 and 5.1.4 but only in so far as the special rates and allowances which are specified in clauses 5.12.2, 5.12.3, 5.12.4, 5.12.5, 5.12.6, 5.12.7, 5.12.8, 5.12.9, 5.12.10, 5.12.11, 5.12.12, 5.12.13, 5.12.14, 5.12.15, 5.12.16, 5.12.17, 5.12.18, 5.12.20, 5.12.22, 5.12.23, 5.12.25 and 5.12.27 except that in so far as metallurgical works employees are concerned the special rates which shall apply, shall only be those which are specified in clauses 5.12.5, 5.12.7, 5.12.8, 5.12.9, 5.12.10, 5.12.16, 5.12.22, 5.12.18 and 5.12.25.
- (c) Clause 5.12.24 - confined space - mechanical trades - shall only apply to those classifications which are specified in clause 5.1.4(e).
- (d) Clause 5.12.9 - spray application - painters - shall only apply to the classification of "Painter (Brush and Spray)" appearing in clause 5.1.4(a).

### *5.12.2 Acid money*

An additional allowance of 55.95c per hour with a minimum payment of \$4.21 per day acid money" shall be paid to all employees for the whole shift engaged in the maintenance of storage batteries or engaged in overhauling and/or repairing same while handling acids and also while engaged recharging batteries containing solutions of soda.

### *5.12.3 Bagging*

Employees engaged upon bagging brick or concrete structures shall be paid 54.55c per hour in addition to the rates prescribed.

### *5.12.4 Bosun's chair or light duty suspended scaffolding*

Employees engaged on work requiring the use of a bosun's chair or light duty suspended scaffolding (as provided for in the *Scaffolding Advisory Standard 1999*) shall be paid 83.9c per hour, with a minimum pay of \$4.10 per day, in addition to the rates above prescribed while engaged upon such work.

#### 5.12.5 *Bricklayers and others 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 (ie., with bricks which have been previously set in mortar or fire-clay in any constructional work), shall be paid for at not less than one and one-quarter times the ordinary rates:

Provided that hot work (work at a temperature of 43.3 degrees C or over) shall be paid for at one and one-half times the ordinary rates:

Provided further that where slurrypersons, tradespersons, and their assistants work under the same conditions as bricklayers, in respect of clause 5.12.6, they shall be paid the allowances contained herein.

All Metallurgical Works Maintenance employees directly involved in repairs carried out on an operating furnace whilst it is open and when bricklayers are used, will be paid this heat allowance in accordance with the above conditions.

Bricklayers who perform hot work at a temperature of 43.3 degrees C or over for a minimum period of 15 minutes shall receive a minimum payment of 2 hours.

#### 5.12.6 *Cleaning drains*

Employees engaged in cleaning covered drains or cleaning and/or repairing septic tanks in use shall be paid at the rate of time and a-quarter while so engaged.

#### 5.12.7 *Explosive powered tools*

Employees required to use explosive powered tools shall be paid 8.6c per hour extra with a minimum payment of \$1.35 per day in addition to their ordinary rate.

#### 5.12.8 *Fibre glass resin*

Employees employed on work which involves the handling of fibre glass resin shall be paid at the rate of time and a-quarter for all time engaged on such work.

#### 5.12.9 *Heat*

For work done for more than one hour continuously in the shade where the temperature is raised by artificial means to 46.1 degrees C or more, tradespersons and their assistants and any other employee working with such tradesmen employed thereon shall be paid 67.75c per hour for actual time worked therein in addition to their ordinary rates.

#### 5.12.10 *Height*

Employees required to perform work at a height over 15.24 metres above the ground or nearest horizontal plane shall be paid 51.6c per hour extra.

#### 5.12.11 *Insulation work*

Building tradespersons and their assistants 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 7.2 degrees C, or under, shall be paid not less than 70.75c per hour in addition to the rates of wages prescribed herein.

Such employees 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 70.75c per hour in addition to the rates of wages prescribed herein:

Provided that such employees engaged at fixing insulation materials with hot bitumen shall be provided with gloves and paid 70.75c per hour in addition to the rates of wages prescribed herein.

Builders' labourers using hot bitumen shall be paid 70.75c per hour in addition to the rates of wages prescribed herein:

Provided that the above additional rates shall not be cumulative.

#### 5.12.12 *Marking Off*

A fitter or boilermaker employed at a bench, or on a floor, or at a marking-off table (or substitute therefor), mainly at marking-off work and/or making templates for other employees shall be classified as a marker-off and be paid \$3.17 per day additional remuneration. This condition shall not apply to a fitter or boilermaker who occasionally marks off work for their own completion.

#### 5.12.13 *Noxious fumes*

Where the employees are required to work amongst noxious fumes (such as ammonia, etc) they shall be provided with suitable protection against the effects of such fumes.

For work done amongst noxious fumes (such as ammonia, etc.) an employee shall be paid 67.75c per hour in addition to ordinary rates.

#### 5.12.14 *Applying obnoxious substances*

An employee engaged in the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 70.75c per hour extra.

For the purpose of clause 5.13.14 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.

#### 5.12.15 *On site construction work*

- (a) In addition to the rates and allowances otherwise prescribed by this Award, an employee working on what is termed "on site work", that is, building construction work, shall be paid an allowance at the rate of \$25.00 per week, which shall be treated as part of the total wage and shall be taken into consideration in the computation of overtime, week-end and penalty rates, etc., to compensate for the following disabilities:
- (i) Climatic conditions when working in the open on all types of work;
  - (ii) Dust blowing in the wind on building sites;
  - (iii) Sloppy and muddy conditions associated with the initial stages of the erection of a building;
  - (iv) Dirty conditions caused by the use of form oil or from green timber;
  - (v) Drippings from newly poured concrete;
  - (vi) The disability of working on all types of scaffolds, other than a single plank swing scaffold or a bosun's chair; and
  - (vii) The lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary conveniences, etc.).
- (b) For the purposes of this Award, "Building Construction" means the construction of new buildings, the construction of additions to existing buildings, and the necessary alterations of existing buildings to make them conform to any new additions, and the demolition of buildings.
- (c) Civil, electrical, mechanical engineering structures. - Employees working "on site" on structures which are primarily civil, or electrical, or mechanical engineering structures or installations or the like shall be paid the allowance as provided in clause 5.12.15(a).

#### 5.12.16 *Wet ground*

- (a) Ground shall be deemed to be wet when water other than rain is continually running or dripping from overhead so that the employees employed there will become wet through or where there is water underfoot to a depth exceeding 5.08 centimetres so that the feet of the employees employed there will become wet; but no ground shall be considered wet where the wetness is caused by rain, or a jet, or spraying, or where the water is at plat, sheet, or level, but is not where the men are actually working.
- (b) Any employee working in wet ground shall be paid 67.75c per hour over and above the rates fixed in this Award for the respective classes of work.

#### 5.12.17 *Work inside flues*

When required to work inside flues, employees engaged in cleaning such flues shall be paid 41.2c per hour over and above the rates fixed in clause 5.1 for flue cleaners.

#### 5.12.18 *Converter repairs*

An employee engaged on repairs to the lip of the Copper Smelter converters shall be paid at the rate of one and one-third times the ordinary rate for all time so engaged.

#### 5.12.19 *Spray application - painters*

A painter or apprentice painter engaged on all spray applications carried out in other than a properly constructed booth, approved by the Workplace Health and Safety Division of the Department of Industrial Relations, shall be paid 31.15 cents extra per hour.

#### 5.12.20 *Furmanite process*

An allowance of \$1.4285 per hour will be paid to tradespersons for all actual time spent sealing leaks in high pressure steam lines while they are on line.

#### 5.12.21 *Special rates not cumulative*

Where more than one of the disabilities entitling an employee to extra rates exist on the same job, an employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

#### 5.12.22 *Wet weather*

When an employee is required to perform work in the rain and by so doing gets their clothes wet, the employee shall be paid double rates for all work so performed. Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing:

Provided that employees entitled to payment under clause 5.12.22 shall not be entitled to payment under clause 5.12.16:

Provided further that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing.

#### 5.12.23 *Winze and shaft sinking and raising and cutting plats*

Any employee engaged in sinking a winze or shaft, or raising, or cutting plats to a distance of 2.44 metres off a shaft which is being sunk, whether wet or dry, shall be paid 40.7c per hour over and above the rates fixed for the employee's particular class of work in this Award:

Provided that an employee in receipt of this allowance shall not be paid anything additional for working in a wet place.

An allowance of 51.6c per hour shall be payable to tradespersons, their assistants, apprentices and riggers who are performing maintenance work either in or over any shaft, winze or raise at a height of 15.24 metres or over from the base of such winze, shaft or raise. The allowance will only be payable when such work is carried out from a ladder, staging or other temporary access within or over the opening proper. The allowance will not be paid for:

- (a) Work performed off the top of a cage or mechanical platform unless the employee is working directly over or in an opening exceeding 30.5 centimetres between the cage or skip and the side of the shaft;
- (b) Work performed above a shaft, winze or raise where a shaft, winze or raise is entirely planked off or otherwise sealed;
- (c) When persons are travelling through these areas.

#### 5.12.24 *Confined space - mechanical trades*

Mechanical tradespersons and their assistants for whom rates of pay are prescribed in clause 5.1.4(e) shall be paid 67.75c per hour above the ordinary wage rate for actual time employed in a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.

The allowance will not be paid to employees working in the underground environment.

#### 5.12.25 *Smelter allowance*

- (a) An allowance of \$4.50 per day shall be paid to operating and maintenance employees who work for a minimum of 3 hours per day within the confines of the lead and copper smelters.
- (b) The allowance will be paid on overtime at the rate of 58.95c per hour provided that a minimum of 3 hours is worked within the smelters on the day on which such overtime is worked.

- (c) The allowance will be in lieu of any other disability allowance with the exception of those allowances prescribed by clauses 5.12.5, 5.13.8, 5.13.15, 5.13.18 and 5.13.22.
- (d) The allowance will not apply to work on the outskirts of the smelters where operating conditions are not met.
- (e) The allowance will not apply to employees working in offices.
- (f) The Smelter allowance shall be increased from time to time in accordance with and subject to the following criteria:

It is the intention of the parties that

- (i) The amount of the increase will be the percentage increase in the Queensland Minimum Wage as determined by the Commission in its State Wages Case applied to such smelter allowance.

In the event of any increase to the Queensland Minimum Wage being determined by other than the application of a percentage movement then the parties to this Award shall confer on the method of application of any such increase to the smelter allowance, including whether any such increase is applicable.

- (ii) No increase will apply if such is precluded by any decision of the Commission.
- (iii) No increase will apply unless the Engineering Award - State 2002 is varied in respect to the "Allowances" clause to reflect the Queensland Minimum Wage decision.
- (iv) Date of operation shall be as agreed between the parties to this Award.

#### 5.12.26 *Bricklayers laying other than standard bricks*

Bricklayers laying other than standard bricks shall be paid additional amounts as follows:

For bricks over 5.5 kg and up to 9 kg - 58.95c per hour extra;

Over 9 kg and up to 18 kg - 98.8c per hour extra;

Over 18 kg - \$1.4435 per hour extra.

#### 5.12.27 *Kennedy siltstone open cut allowance*

- (a) An allowance of \$3.61 per day shall be paid to production and maintenance employees who work for more than 4 hours per day at the Kennedy siltstone open cut or on its associated crushers, screens and conveyors.

The allowance will be paid on overtime at the rate of 39.75 cents per hour provided that more than 4 hours ordinary time has been worked on the day on which such overtime is worked.

The allowance will be in lieu of any other disability allowance with the exception of those allowances prescribed by clauses 5.12.8, 5.12.15 and 5.12.22.

The allowance will apply to employees seconded from outside areas to work at the Kennedy siltstone open cut or on its associated crushers, screens and conveyors provided that such employees work therein for more than 4 hours per day.

The Kennedy siltstone open cut allowance shall be increased from time to time in accordance with and subject to the following criteria:

It is the intention of the parties that:

- (i) The amount of the increase will be the percentage increase in the Queensland Minimum Wage as determined by the Commission in its State Wages Cases applied to such Kennedy siltstone open cut allowance.

In the event of any increase to the Queensland Minimum Wage being determined by other than the application of a percentage movement then the parties to this Award shall confer on the method of application of any such increase to the Kennedy Siltstone Open Cut Allowance, including whether any such increase is applicable.

- (ii) No increase will apply if such is precluded by any decisions of the Commission.



- (iii) No increase will apply unless the Engineering Award - State 2002 is amended in respect to the "Allowances" clause to reflect Queensland Minimum Wage decisions.
- (iv) No increase will apply unless item 2 of the "Precis of Offer" document held by the parties to this Award and dated 10 March 1983, can be shown to have application.
- (v) Date of operation shall be as agreed between the parties to this Award.

- (b) The electric face shovel operator in the Kennedy siltstone open cut shall be paid an additional allowance of 26 cents per hour when the operator achieves a throughput of 800 or more tonnes per machine hour.

5.12.28 *Power house allowances* - In addition to the rates prescribed elsewhere, employees who are permanently employed at the Mica Creek power station and Mines power station shall be paid an allowance of \$29.30 per week which shall be treated as part of the total wage and shall be taken into consideration in the computation of overtime, week-end and penalty rates, etc. The wages and power house allowances for the employees shall be deemed to include any penalty rates included in clause 5.12 of this Award.

In lieu of the allowance of \$29.30 an allowance of \$8.60 shall apply to the classifications of auxiliary plant attendant and control room attendant. Any increase in the power house allowance prescribed by corresponding State Awards shall not apply to this latter allowance.

### 5.13 Occupational superannuation

Clause 5.13 shall apply to all employees of the Company except employees who are members of or become members of the M.I.M. Wages Employees Superannuation Plan.

#### 5.13.1 Definitions

- (a) "The Fund" means the Sunsuper Superannuation Fund.
- (b) "Ordinary Time Earnings" means the actual ordinary rate of pay prescribed for the employee's classification in this Award for their ordinary hours of work under this Award, including shift loading and leading hand allowance where applicable. Ordinary time earnings shall not include payments based on production, overtime, disability allowances, 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 6% (which shall be adjusted periodically in accordance with Government Legislation) of ordinary time earnings or if applicable, 6% (which shall be adjusted periodically in accordance with Government 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 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 Trustees 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.

#### 5.13.2 M.I.M. Wages Employees Superannuation Plan (the Plan)

The following provisions shall determine the basis for the calculations of employer superannuation contributions in respect of employees of the Company who are members of or become members of the M.I.M. Wages Employees Superannuation Plan.

#### 5.13.3 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 Weekly Ordinary Time Earnings Index (AWOTE) published by the Bureau of Statistics for the March quarter of the relevant year.

The wage used for calculating the old base at 1 July 1996 is the employee's award classification rate, together with second tier, plus experience pay, where applicable, as at that time, expressed as an annual amount.

#### 5.13.4 New Superannuation Base

- (a) For members where annualised salaries have been implemented through an Enterprise Bargaining Agreement or Area Agreement, the new base for the purpose of the Plan shall be:
  - (i) All inclusive pay for ordinary hours of work, less -
  - (ii) roster payment (which may include shift allowance and/or payment for extended hours):
- (b) Provided that the new base shall not exceed a maximum figure which is fixed at \$40,000.00 per annum as at 1 July 1996. The maximum will be increased annually at 1 July in line with movements in the AWOTE Index published by the Bureau of Statistics for the March quarter of the relevant year.
- (c) For members where annualised salaries have not been implemented through an Enterprise Bargaining Agreement or Area Agreement, the old base as per clause 5.13.4(a) will be used until a new base is determined in accordance with clause 5.13.4(b).
- (d) "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 (1.7.96 - 30.6.97)	YEAR 2 (1.7.97 - 30.6.98)	AFTER YEAR 2 (from 1.7.98)
11% of old base plus 4% of the difference between new base and old base	11% of old base plus 8% of the difference between new base and old base	11% of new base

Provided that where annualised salaries have not been introduced as a result of an Enterprise Bargaining Agreement or Area 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).

- (e) Defined Benefit 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 clause 5.13.4(a) which will be indexed annually on 1 July in accordance with the movements in the 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-fund accumulation supplement calculated at 11% of the difference between an employee's old base and new base. This benefit will be phased in over two years, as set out below:

- (i) 4% - 1 July 1996 to 30 June 1997
- (ii) 8% - 1 July 1997 to 30 June 1998
- (iii) 11% - 1 July 1998 onward.

#### 5.13.5 For the purposes of this Award, an approved fund means:

- (a) The employer and 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 employer 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 employer 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 3.1.

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

### **6.1 Hours of work**

#### *6.1.1 Average ordinary hours per week*

The ordinary hours of work for all employees (other than part-time and casual employees) shall average 40 per week.

#### *6.1.2 Rosters - day workers*

Ordinary hours for day workers (except for accommodation employees) shall be worked Mondays to Fridays inclusive provided that, in accordance with a roster mutually agreed between the employer, local Union representatives and the majority of employees in the section concerned, ordinary hours may be worked Saturdays and/or Sundays.

In such cases:

- (a) days for which an employee is not rostered to work shall be consecutive where practicable.
- (b) ordinary hours worked on a Saturday shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter.
- (c) ordinary hours worked on a Sunday shall be paid at the rate of double time.

Prior to the implementation of any changed roster arrangements the parties shall, if deemed necessary, designate an appropriate review period.

#### *6.1.3 Ordinary hours per day or shift*

- (a) All employees - Where the ordinary working hours are to exceed 8 on any day, the ordinary working hours prescribed herein shall not exceed 10 hours for day workers or 12 hours for shift workers on any day, provided that in any arrangement of ordinary working hours exceeding 8 on any day, the arrangement shall be subject to the mutual agreement of the employer, local Union representative(s) and the majority of employees in the section(s) so affected.

Furthermore, where the arrangement of ordinary working hours exceeds 10 on any day the relevant Unions shall be notified in writing within 14 days of commencement of work under such arrangement.

The working of 12 hour shifts shall be subject to:

- (i) the employer and the employee concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
  - (ii) proper health monitoring procedures being introduced;
  - (iii) suitable roster arrangements being made; and
  - (iv) a review procedure.
- (b) Day workers - spread of hours

The ordinary hours of day workers shall be worked continuously, except for meal breaks and rest pauses between the hours of 6.00 a.m. and 6.00 p.m. except for:

- (i) Accommodation section employees whose provisions are contained in clause 6.1.3(c); and
- (ii) caretakers, cleaners and watchmen whose hours of work may be mutually arranged between the parties.

To suit individual circumstances such spread of hours may be changed as mutually agreed between the employer, local Union representative(s) and the employee(s) concerned:

Provided that ordinary hours worked prior to 5.00 a.m. in any changed spread of hours shall be paid at the appropriate overtime rates.

This may involve different hours of work including varied starting and finishing times for:

- (A) sections of employees; and/or
- (B) groups of employees within a section; and/or

(C) individual employees.

(c) Accommodation employees

The spread of hours for accommodation employees shall be as follows:

Cooks and cooks' offsidiers - between the hours 4.45 a.m. and 8.00 p.m.

All other employees - between the hours of 6.00 a.m. and 8.00 p.m.

These arrangements may be altered in accordance with the variable spread of hours provisions as contained in clause 6.1.3(b).

All time worked by accommodation section employees (other than casuals) not being overtime within the meaning of clause 6.1.18, shall be paid at the rate of time and a-half between midnight Friday and midnight Sunday.

#### 6.1.4 *Shift work*

(a) General

Where required, shiftwork shall be performed in 2 shifts or 3 shifts within a period of 24 hours as mutually agreed between the employer, local Union representative(s) and the employee(s) concerned.

(b) Non-rotating shift work

Notwithstanding clause 6.1.4 non-rotating afternoon or night shifts can be worked provided that such non-rotating shifts shall be worked for no less than 5 successive working afternoons or nights. In addition to the normal shift allowances provided for afternoon and night shifts, an additional amount of 22.5c per hour shall be paid for each such afternoon or night shift worked.

(c) Change over - "Change over" means a periodical alteration or rotation of shifts by which the employees engaged on shift work shall, by mutual arrangement with their employer, change from day shift to afternoon, or night shift, and the shift work employees engaged on night shift change to day or afternoon shift.

(d) In connection with the relief of continuous shift workers, and shift workers in the case of electricians and winding engine drivers, all reliefs must take place at the actual working place.

(e) Shift workers transferred from one rostered shift to another rostered shift within 12 hours of ceasing work on the previous ordinary shift shall be paid overtime at the rate of double time for that shift.

#### 6.1.5 *Continuous shift workers*

(a) Persons employed on work where operations are continuous may be required to work on a roster system covering the 7 days of the week.

The ordinary working hours shall not exceed 8 hours in any one day or more than 6 days in any 7 day period except as mutually agreed between the employer, local Union representatives and the majority of employees in the section(s) so affected.

(b) Work shall be deemed continuous when it is maintained for 24 hours per day for an unbroken period of one lunar month or 28 days, except in the case of floods, fires, breakdown, or shutting down for holidays: Provided that provisions may be made for the rotation of shifts.

(c) Extra week-end payment for shift and continuous shift workers

(i) Where shift work and continuous shift work is performed one and a-half times the ordinary rates shall be paid from midnight Friday to midnight Saturday and double ordinary rates from midnight Saturday to midnight Sunday.

All time worked in excess of the ordinary hours as prescribed by the roster during this period shall be paid at double time.

(ii) The extra payments for afternoon and night shifts as prescribed by clause 5.12 shall apply to any employee who is rostered in accordance with clauses 6.1.5(c)(i) in respect of rostered afternoon and night shifts the major portion of which are rostered to be worked between midnight Friday and midnight Sunday.

#### 6.1.6 *Transfer between day work and shift work*

Any day worker may be called upon to do shift work and work thereafter the usual hours for shift workers in the area concerned, and any shift worker may be transferred to day work and work thereafter the usual hours for day workers in the area concerned. The hours worked shall be considered their ordinary working hours, and overtime rates shall not be payable therefore:

Provided always that 12 hours shall have elapsed from the time such employee ceased work on their previous shift.

6.1.7 Where it is necessary that day workers shall be on duty when shift work is being performed, or where any portion of the plant and the employees therein are working continuously, the hours of work for such day workers shall for the time being conform to the hours being worked in the particular sections which necessitates their being on duty.

#### 6.1.8 *Hours of shift work - underground mines*

Where it is mutually agreed that a night shift commences earlier than midnight on Sunday, the work between the time of starting the ordinary night shift and midnight shall not be deemed to be work on Sunday. Payment for the whole shift shall be at ordinary time plus the appropriate shift penalty, i.e., as if the whole shift was worked on Monday.

Save and except those employees currently being paid a Sunday penalty who desire to continue to work their current shift work hours.

### **6.2 Crib time for shift workers**

6.2.1 Each employee engaged in continuous or shift work shall be allowed an unbroken one-half hour for crib which shall be taken in relays at such time as not to cause a stoppage of work, and no deduction shall be made therefore from the employee's wages. The period in which the half-hour for crib shall be taken will commence not sooner than 3 hours nor later than 5 hours from the commencement of each shift.

6.2.2 Where an employee commences crib prior to the commencement of the aforementioned period the employee shall be paid double time from the time the employee commences their crib to the commencement of the abovementioned period:

Provided that where an employee commences their crib after the aforementioned period the employee shall be paid double time from the end of the aforementioned period until such time as the employee commences their crib.

6.2.3 In those circumstances where no crib is taken the final 3 hours of the ordinary shift shall be paid for at the rate of double time.

### **6.3 Meal time**

6.3.1 Except as otherwise provided, hereinafter, each employee (other than continuous or shift workers) shall be allowed not less than one-half hour, nor more than one hour, for a meal time, and such time shall not be considered as part of the ordinary working hours.

#### 6.3.2 *Crib time, meal time and rest pauses - extended work periods*

In any arrangement where the ordinary hours of work exceeds 8 per day or shift, the timing of the taking of crib times, meal times and rest pauses may be rearranged by mutual agreement between the employer and employee(s) concerned.

### **6.4 Overtime for all sections (excluding casual employees)**

6.4.1 Except as is otherwise provided herein, all time worked before the ordinary starting time or after the ordinary ceasing time on each day, or in excess of the daily limitation of hours prescribed in this Award, shall be deemed overtime and be paid for at the rate of time and a-half for the first 3 hours and thereafter at the rate of double time.

#### 6.4.2 *Recalls*

In the event of any employee being recalled to work the following provisions shall apply:

- (a) If without prior notice the employee is called back to work overtime after the completion of the employee's ordinary shift work the employee shall receive payment for all time worked at the rate of double time with a minimum of 4 hours.
- (b) An employee recalled to work under clause 6.4.2(b) shall be entitled to an additional one half-hour at ordinary time for recalls which exceed 4 hours.

Where the instructions are cancelled before the employee leaves home the employee shall be paid 2 hours at ordinary time.

- (c) If the employee is instructed to come back to work overtime and such instruction is given before the employee has completed their ordinary shift of work on the day upon which such overtime is to be worked the employee shall receive payment for all time worked at overtime rates with a minimum of 2 hours.
- (d) If the employee is notified prior to the day on which such overtime is to be performed then the ordinary overtime provisions of clause 6.4 shall apply and such work shall not be regarded as recall.
- (e) Overtime worked in the circumstances specified in clause 6.4.2 shall not be regarded as overtime for the purposes of clause 6.4.14 where the actual time worked is less than 2 hours on such recall.

6.4.3 Except as is otherwise provided in this Award all time worked on Sunday shall be paid for at the rate of double time with a minimum of 2 hours.

6.4.4 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 or fortnightly hours prescribed shall be deemed overtime and paid for at the rate of double time.

All time worked on Sunday when such Sunday falls within the ordinary shift of a continuous worker shall be paid for at the applicable week-end rates for such worker.

For the purpose of clause 6.4.4 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 of the rotation of shifts under a roster system.

6.4.5 No overtime shall be worked without the permission of, or under instructions from, the employer or the employer's duly authorised representative, and all claims for overtime shall be made, adjusted, and paid at the next ensuing date of payment.

6.4.6 It shall be competent for cross-mates working shift work to mutually arrange to change shifts temporarily, such temporary change of shifts to be approved by the employer or their representative. The shifts so changed shall be worked at ordinary rates.

6.4.7 Clerical employees under the age of 18 years shall not be allowed to work more than 5 hours overtime in any one week.

6.4.8 No junior clerical employee shall be permitted to work overtime unless such employee shall have received notice of such overtime the day before.

6.4.9 When an employee ceases work at an hour when reasonable means of transport are not available, the employer shall provide the employee with conveyance to their place of residence.

6.4.10 For work done during the ordinary meal time and thereafter until a meal time break is allowed double time shall be paid.

6.4.11 (a) An employee who is called upon to continue work after the usual ceasing time, shall, after working more than one hour after the usual ceasing time be either supplied with a meal by the employer or paid \$9.60.

If the employee, on advice that the employee will be working overtime, provides themselves with a meal and is not required to work overtime or is required to work less overtime than the amount of overtime advised the employee shall be paid \$9.60 for each such meal.

(b) When employees are required to work overtime under conditions which prevent them from obtaining meals in the ordinary way they shall be paid \$9.60 for each meal unless meals are supplied by the employer free of charge.

6.4.12 An employee required to continue working for more than one hour after the ordinary ceasing time shall be allowed 30 minutes for a meal after the first hour worked, also 45 minutes after each further 4 hours worked, for which no deduction of pay shall be made:

Provided that where the employee does not commence overtime until one hour after their ordinary ceasing time 30 minutes of the said hour shall be deemed a meal break which 30 minutes shall be paid for at ordinary rates:

Provided further that such overtime so worked shall not be regarded as "recall" as provided for in clause 6.4.2.

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

6.4.14 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.4.14, 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 15 hours immediately preceding their ordinary commencing time on a Monday or the day following an observed public holiday 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 rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of clause 6.4.14 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.

6.4.15 Contract and/or pieceworkers and/or bonus workers shall be allowed to work overtime in all classes of work provided that such contract and/or piece rates and/or terms of bonus shall be fixed as will enable the average competent employee to earn not less than 30% more than that received by wages employees performing the same amount of overtime on the same class of work.

6.4.16 If on the instructions of the employer an employee presents themselves for overtime work and such overtime is cancelled by the employer without prior notice to the employee, the employee shall be found other work or paid 2 hours at overtime rates, provided that clause 6.4.16 shall not apply where the overtime is cancelled for reasons beyond the control of the employer.

6.4.17 Double time will be paid to day workers required to work planned overtime commencing between midnight on a Friday and 7.00 a.m. on a Saturday, with a minimum of 4 hours.

## **6.5 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 their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 The following annual leave shall be granted to employees:

Every employee shall at the end of each year of their employment become entitled to annual leave on full pay of -

- (a) 6 weeks and 2 days if employed on continuous shift work as defined in clause 6.1.5.
- (b) 5 weeks and 2 days in any other case.
- (c) Where an employee during their year of employment is employed upon work which carries entitlement to 6 weeks and 2 days' leave as well as upon work carrying entitlement to 5 weeks and 2 days' leave, then their entitlement at the end of the 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.

7.1.2 Such annual leave shall be exclusive of any public holiday observed under this Award which may occur during the period of that annual leave and shall be paid for by the employer in advance -

- (a) At the rate of average earnings as defined hereunder, or at the ordinary rate payable to the employee concerned immediately prior to that leave together with a 25% loading whichever is the higher.

- (b) The rate of average earnings shall be the average weekly rate calculated over the 6 fortnightly pay periods immediately preceding the taking of annual leave, of surface employees' production payments and bonus and contract earnings in excess of the ordinary rate payable under this Award plus the extra week-end payment prescribed for continuous shift work, and the extra payments for afternoon and night shifts to which the employee would normally have been entitled had the employee not proceeded on annual leave and payment for one rostered overtime shift should it fall due during the period of annual leave to be taken by a continuous shift worker:

Provided that payment shall be limited to one rostered overtime shift for each full year's annual leave entitlement:

Provided further that should a period of suspension in accordance with clause 4.10 fall within any one or more of the 6 fortnightly pay periods referred to above then such pay period or periods shall be excluded from the calculation of average earnings and in lieu thereof the fortnightly pay period or periods, as the case may be, immediately prior to the 6 fortnightly pay periods shall be included:

Provided further that any period of absence as a result of a workers' compensatable injury, by a contract and/or pieceworker and/or bonus worker as defined in clause 1.5, will be similarly excluded from the calculation of average earnings. In lieu thereof such absence will be replaced by the earnings for an equal period of time immediately prior to the period that would have been used for the calculation of average earnings.

7.1.3 In addition to the above calculations an employee proceeding on annual leave shall be paid the employee's appropriate service increment.

In the case of an employee to whom the 25% loading applies the service increment shall also be loaded by an amount of 25%.

All other payments such as overtime earnings shall be excluded:

Provided that should an employee not avail themselves of leave in any year, it shall accumulate and shall be granted in the following year or subsequent year in addition to leave for that year:

Provided further that leave shall not be accumulated for a period exceeding 2 years' entitlement. The employer shall grant and the employee shall take at least one year's annual leave entitlement within 6 months of the employee having attained 2 years' accumulation of accrued annual leave.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such period of employment being computed from the date of commencement of the employment or (where the employee has during the employment become entitled to any annual leave or holidays under this Award) computed from the date upon which the employee became entitled to that annual leave or to the last annual holiday, as the case may be, such employee shall be paid forthwith in addition to all other amounts due to the employee, if the employee is an employee to whom clause 7.1.1(a) applies, an amount equal to 1/8th of the employees average earnings as hereinbefore defined or an amount calculated at the rate of one day's holiday pay for each 8 days employment together with a 25% loading, whichever amount is the higher. In the case of an employee to whom clause 7.1.1(b) applies the payment shall be an amount equal to 1/10th of the employees average earnings, as hereinbefore defined or an amount calculated at the rate of one day's holiday pay for each 10 days employment together with a 25% loading, whichever amount is the higher:

Provided that in no case shall the employer's liability in any one period of 12 months exceed 6 weeks and 2 days or 5 weeks and 2 days' holiday respectively for any employee under this Award.

7.1.5 It shall not be lawful for the employer to give or any employee to receive payment in lieu of such annual leave.

7.1.6 If a public holiday falls on a day that a continuous worker or shift worker or an accommodation section employee is rostered off, the employee shall have an extra day added to their annual leave.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 8 days (64 hours) sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 8 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 by the employee if the employee was 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 about the nature and approximate duration of the illness or other evidence to the employer's satisfaction.

#### 7.2.4 *Accumulated sick leave*

The 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 employees 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 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) 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 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.

7.3.5 The employee shall be entitled to a maximum of 2 days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's, spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

## **7.4 Long service leave**

7.4.1 The entitlement of any and every employee to long service leave on full pay shall be in respect of the employee's 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 any employee who, after completing the first or a subsequent period of 10 years service with the company, continues that service until they have completed a further period of 10 years service with that employer, 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 such 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 employer 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 clause 7.4 the length of the service of an employee with the company:

- (a) any period of service had by the employee with the Employer before 9 December 1980, in respect of which the employee has received long service leave on full pay shall not be taken into account; and
- (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 9 December 1980 (other than service in respect of which the employee has received long service leave on full pay) shall not be taken into account.

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 their 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 their employment, or dies, or has their employment terminated by the employer, shall have their long service leave entitlement on termination reduced by that portion of advance long service leave taken.
- (c) Payment for the period of long service leave in advance shall be calculated in accordance with the provisions of the Act.

## **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 part-time and casual employees)**

- 7.6.1 All employees shall be paid a full day's pay for each of the holidays Christmas Day and Easter Monday, even though they may not be worked, and all work done on these days shall be paid for at the rate of double time and one-half with a minimum of 4 hours.

The observance of Easter Monday as a public holiday shall not interfere with the working of continuous shift work as defined in clause 6.1.

For the purpose of clause 7.6, where the rate of wages is a weekly rate, "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.

For the purposes of clause 7.6, where the employee is employed on contract and/or piecework and/or bonus work as defined in clause 1.5, the rate to be paid for work performed on any holiday prescribed in clause 7.6 shall be fixed as will enable the average competent employee to earn not less than 30% over that received by wages employees performing the same amount of work on the same class of work on that holiday.

- 7.6.2 All employees shall be 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 shall be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at the rate of time and one-half, with a minimum of 4 hours.

- 7.6.3 All work done by any employee on Easter Saturday (the day after Good Friday) shall be paid for at the rate of double time and one-half:

Provided that all time worked on any of the aforesaid holidays 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 any ordinary working day.

- 7.6.4 In the case of employees who are employed on contract and/or piecework and/or bonus work as defined in clause 1.5, they shall be paid for any such holidays not worked at a rate based on the average daily earnings for ordinary shifts exclusive of overtime worked during the current pay period.

- 7.6.5 Any employee who, having been notified that their services are required on any of these holidays, refuses or fails without reasonable excuse to present themselves for work, shall not be paid for the holiday.

- 7.6.6 All work done by any employee on any other of the holidays provided by the *Holidays Act 1983*, shall be paid for at the rate of time and one-half:

Provided that all time worked on any such holiday 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 any 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 Travelling time**

8.1.1 Employees required to report for work at places distant more than 3 miles from their normal workshop, workplace, checking-in gate, formed camp or residence, whichever is the lesser distance, shall be paid at the rate of single time for the time occupied in travelling to such place from the workshop, workplace, checking-in gate, formed camp or residence as the case may be.

8.1.2 The following time allowances shall apply:

- (a) Walking - 20 minutes to 1.6 kilometres.
- (b) By vehicle, other than motor vehicle - 10 minutes to 1.6 kilometres.
- (c) By pump car - 7 and a-half minutes to 1.6 kilometres.
- (d) By train or motor vehicle - 5 minutes to 1.6 kilometres.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training and careers**

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.

#### *9.1.2 Workplace training*

The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of Mount Isa Mines Limited's operations, commitment to training and skills 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;
- (c) removing barriers to the utilisation of skills acquired;
- (d) the establishment of a training committee (comprised of an equal number of employer and employee representatives) which will have a charter clearly stating its role and responsibilities; and
- (e) the formulation of a Mount Isa Mines Limited training programme to meet the needs of Mount Isa Mines Limited's operations.

The Unions reserve the right to seek a mandatory prescription for a minimum number of paid training hours per annum for employees undertaking training.

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

### **10.1 Drinking water**

A good and sufficient supply of drinking water shall be supplied at each level in all mines and at convenient places in all surface workings, either by pipes with taps attached, or in tanks, drums or other suitable receptacles furnished with lids and taps, so as to keep the water pure.

## **10.2 Fares**

When an employee is engaged by or on behalf of Mount Isa Mines at a distance of more than 40.2 kilometres from the job on which the employee is engaged to work, the employee shall have their single fare refunded by their employer after 12 weeks' service, or if previous to this their services have to be dispensed with for any other reason than incompetency or insubordination.

## **10.3 First aid kits**

There shall be kept an ample supply of ambulance material; such material shall be supplied by the employer, and be readily accessible in case of accident to the employees, who shall at all times assist the Company in keeping the kits in good order.

## **10.4 Tools, etc. - putting in order**

All employees shall be allowed such reasonable time as the employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

## **10.5 Employees leaving in case of accident**

Any employee who is compelled to cease work before the completion of their shift by reason of an accident to themselves, 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 their shift in order to attend to an injured employee 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.

# **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 Deduction of union fees**

Where arrangements can be entered into, the employer is encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer their desire to have such membership fees deducted from their wages.

### **11.4 Posting of Award**

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

Dated: 9 September 2004.

By the Commission,  
[L.S] G.D. SAVILL,  
Industrial Registrar.

Operative Date: 11 June 2004