

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

QUEENSLAND NICKEL EMPLOYEES' AWARD - STATE 2003

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

I hereby certify that the Award contained herein is a true and correct copy of the Queensland Nickel Employees' Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

QUEENSLAND NICKEL EMPLOYEES' AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Queensland Nickel Employees' Award - State 2003.

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1.3 Date of operation

This Award takes effect from 15 September 2003.

1.4 Award coverage

This Award applies exclusively to all persons for whom rates of pay are herein prescribed employed by Queensland Nickel Pty. Ltd. and contractors and/or sub-contractors thereto employed to operate and/or maintain the Yabulu Plant and appurtenant works.

1.5 Definitions

1.5.1 The "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 "Union" means The Australian Workers' Union of Employees, Queensland; The Automotive Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland; The Electrical Trades Union of

Employees of Australia, Queensland Branch; The Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees; or The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees.

1.6 Area of operation

For the purposes of this Award, the Divisions and Districts shall be as follows:

1.6.1 Divisions

- (a) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
- (b) Mackay Division - That portion of the State within the following boundaries:- Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.6.2 Districts

(a) Northern Division

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

Western District - The remainder of the Northern Division.

(b) Southern Division -

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

Western District - The remainder of the Southern Division.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed by 1.4 and their employers, and the Unions and their members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

- 3.1.1 The employer, the employees and their relevant Union shall continue to evolve consultative procedures appropriate to Queensland Nickel Pty. Ltd.'s operation with a view to establishing formal consultative

mechanisms. Measures raised by the employer, employees or Unions for consideration consistent with increasing the efficiency, productivity and international competitiveness of Queensland Nickel Pty. Ltd.'s operations shall be processed through such consultative procedures.

3.1.2 Any measures designed to increase productivity, flexibility and efficiency may be raised by any party.

3.1.3 The relevant Union must be a party to such agreement and shall not unreasonably oppose any agreement.

3.2 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.

3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.

3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.

3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Mixed functions

4.1.1 When employees who on any one day perform 2 or more levels of work to which a different rate fixed by this Award is applicable, such employees, if employed for more than 4 hours on the level or levels of work carrying a higher rate, they shall be paid in respect of the whole time during which they work on that day at that rate, which shall be at the higher rate fixed by this Award. If such employees are employed for 4 hours or less on the level or levels of work which carry a higher rate, they shall be paid at this rate for 4 hours.

4.1.2 Employees who are temporarily required to do work carrying a lower rate than their ordinary classification level

shall suffer no reduction in pay.

4.2 Incidental or peripheral tasks

- 4.2.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.2.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.2.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.3 Anti-discrimination

- 4.3.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
 - (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.3.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.3.3 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.
- 4.3.4 Nothing in clause 4.3 is to be taken to affect:
 - (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.4 Termination of employment

4.4.1 Statement of employment

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

4.4.2 Termination by employer

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

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.4.3 Notice of termination by employee

The notice to terminate the contract of employment, a full-time or part time employee must give at least two days' notice or forfeit a maximum of one weeks' pay in lieu thereof.

4.4.4 Time off during notice period

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

4.5 Introduction of changes

4.5.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.5.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.5.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.6 Redundancy

4.6.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.6.1(a) and shall cover the reasons for the proposed terminations,

measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.

- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.6.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.6.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.4.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.6.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.6.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.6.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.6.1, 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.

4.6.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.6.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.6.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.4.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.6.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.6.7 *Superannuation benefits*

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

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

4.6.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.6.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.6.9 *Alternative employment*

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

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

Clause 4.6 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.6.11 *Employees exempted*

Clause 4.6 shall not apply:

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

4.6.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.6 shall not apply to an

employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.6.13 *Exemption where transmission of business*

(a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.6.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.6.14 *Incapacity to pay*

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

4.7 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 Definitions of classifications

5.1.1 *Level 1*

A Level 1 employee is engaged in manual work requiring training. Tasks carry little responsibility and are performed under direct supervision.

Employees shall have the ability to drive vehicles covered by an "A" class licence.

5.1.2 *Level 2*

A Level 2 employee shall have attained proficiency and/or where required, certification in the use of equipment relative to their classification.

Routine duties are carried out under limited supervision requiring the exercise of skills and training above that of Level 1.

Skills and experience at this level include:

- * forklift certification;
- * QNPL licence for crown lift operation;
- * completion of basic frame scaffold course up to 4.5 metres;
- * competent in use of floor operated overhead crane in excess of 5 tonnes;
- * knowledge of basic oxy acetylene and welding equipment;

- * competent in the use of hand held and bench mounted electric and pneumatic equipment;
- * assemble basic component items;
- * perform repetitive work on equipment.

5.1.3 *Level 3*

A Level 3 employee shall have attained proficiency and/or where required, certification in the use of plant and equipment relative to their classification requiring the exercise of skills and training above that of Level 2.

Skills and experience at this level include:

- * operation of mobile equipment with a minimum of "C" and or "G" class licence;
- * non trade engineering skills including the ability to measure and record accurately;
- * inventory control skills;
- * keyboard skills with use of VDU.

5.1.4 *Level 4*

A Level 4 employee shall have obtained proficiency and or where required certification in the use of both fixed and mobile plant and equipment relative to their classification requiring the exercise of skills and training above that of Level 3.

Skills and experience at this level include:

- * the provision of on the job training of other employees and basic quality checks of their work;
- * basic oxy-acetylene safety cutting and heating, provided trained and competent to do so;
- * basic engineering and fault finding skills including routine maintenance of equipment.

5.1.5 *Level 5*

A Level 5 employee shall have obtained proficiency and or where required certification in the use of both fixed and mobile plant and equipment relative to their classification requiring the exercise of skills and training above that of Level 4.

Skills and experience at this level include:

- * the thorough knowledge of the area of operation and its processes with the ability to work under limited supervision;
- * knowledge of procedures for start-up and shut-down of plant and equipment including emergency procedures;
- * the ability to undertake training in Level 6 and 7 skills as well as the provision of on the job training to other employees;
- * be capable of routine maintenance of such equipment.

5.1.6 *Level 6*

A Level 6 employee shall have obtained proficiency and or where required, certification in the use of both fixed and mobile plant and equipment relative to their classification requiring the exercise of skills and training above that of Level 5.

Skills and experience at this level include:

- * the thorough knowledge of the area of operation and its processes with the ability to work under limited supervision;
- * knowledge of procedures for start-up and shut-down of plant and equipment including emergency procedures;
- * the ability to undertake training in Level 7 and 8 skills as well as the provision of on the job training to other employees;
- * be capable of routine maintenance of such equipment.

5.1.7 *Level 7*

A Level 7 employee shall have obtained proficiency and or where required, certification in the use of both fixed and mobile plant and equipment relative to their classifications requiring the exercise of skills and training above that of Level 6.

Skills required include:

- * knowledge of production criteria;
- * knowledge of production and maintenance operations in the area at all times;
- * knowledge of safety clearance/lock out procedure;
- * work without supervision and co-ordinate the work of other employees up to Level 6;
- * be capable of routine maintenance of such equipment.

5.1.8 *Level 8*

A Level 8 employee shall have obtained proficiency and or where required, certification in the use of equipment relative to their classification and the exercise of skills and training above that of Level 7.

A Tradesperson at this level is an employee who holds a Trades Certificate of Tradesperson Rights Certificate and will be required to:

- * apply all skills taught during apprenticeship;
- * perform work under general supervision either individually or part of a team;
- * operates all lifting equipment, incidental to their work within licensing parameters;
- * performs non trade tasks, incidental to their work;
- * performs work which, while primarily involving the skills of the employees trade, as incidental or peripheral to the primary task and facilitates the completion of the whole task, which does not require additional technical training;
- * must have a sound knowledge of safety and clearance procedures.

5.1.9 *Level 9*

A Level 9 employee shall have obtained proficiency and the required certification in the use of equipment relative to their classification and the exercise of skills and training above that of Level 8.

A Tradesperson at this level will be required to:

- * understand and implement quality control techniques;
- * provide trade guidance, assistance and training to other employees;
- * works under limited supervision and is expected to show initiative in work performance;
- * must be competent in exercising skill in relation to plant equipment;
- * must be able to read trade drawings with a high degree of competence.

5.1.10 *Welder*

Completion of Machinery Department tests, minimum of pipe and/or plate pressure tickets. Certificate Nos. 1, 1(e), 2 and 9.

5.1.11 *Fitter (including Auto-electrician)*

Completion of a recognised hydraulics, pneumatics or transmission course and to be competent in the use of course skills, or a recognised course in electronic fuel injection systems, basic electronics or automotive air-conditioning and refrigeration.

Certification or equivalent at this level shall require not more than 3 modules (120 hours) of structured training.

5.1.12 *Level 10*

A Level 10 employee:

- * has had up to 2 years' experience as a tradesperson at Levels 8 or 9;
- * understands and implements quality control techniques, provides trade guidance, assistance and training to other employees;
- * works under limited supervision and is expected to show initiative in work performance;
- * must be competent in exercising skill in relation to plant equipment;
- * must be able to read trade drawings with a high degree of competence;
- * must show versatility and initiative in working anywhere on the Plant.

5.1.13 *Electrician*

Must be competent in high voltage clearance work.

5.1.14 *Instrumentation*

Must be competent in plant distributed and digital control systems.

5.1.15 *Fitter*

Completion of a combination of recognised courses in hydraulics, pneumatics and/or transmission and recognised courses in electronic fuel injection systems, basic electronics and/or automotive air-conditioning and refrigeration.

5.1.16 *Welder*

Completion of Machinery Department tests for gas tungsten and metal-arc welding of alloy steel pipe Certificate No. 5.

This list of tasks and skills is representative of, but does not limit, the type of work and experience applicable to this level.

5.1.17 *Level 11*

A Level 11 employee has a minimum of 2 years experience as a tradesperson; and has achieved a degree of competency to undertake work at this level under minimal supervision as determined by the Company.

Must be:

- (a) competent in servicing and programming microprocessor based control equipment installed and operated by Queensland Nickel Pty. Ltd. Will also include complex analogue and non-programmable systems and systems not included in the current relevant trade course; or
- (b) competent in servicing and adjusting high voltage distribution and generation equipment including the setting and testing of protection relay equipment; or
- (c) competent in servicing a combination of machines and/or equipment installed/operated by QNPL which utilises complex electronic, mechanical and fluid power principles.

Generally involved in maintenance, calibration and modification of equipment outside the scope of Level 10.

Required to supervise tradespersons on routine Technical work.

This list of tasks and skills is representative of, but does not limit, the type of work and experience applicable to this level.

5.1.18 *Level 12*

A Level 12 employee is mainly engaged in efficiently installing, repairing, maintaining, servicing, testing, modifying, programming, commissioning, calibrating and fault finding on microprocessor, analog and digital control or power based systems beyond that of the existing trade course.

- Requires completion of an Associate Diploma to UG3 (Undergraduate Level 3) in Electrical and Electronic Engineering or Industrial Instrumentation, or equivalent.
- Mechanical Engineering or equivalent qualifications are to be defined.
- Have had sufficient relevant experience as determined by the Company to perform such work under minimum supervision and technical guidance.

The work associated with microprocessor equipment will include at least systems from one of the following categories:

- (a) personal computers;
- (b) programmable logic controllers;
- (c) distributed control systems.

Ability to design and implement strategies, routine analog or digital control.

- Fault finding work associated with analog and digital systems will generally be to circuit level.
- Provide technical guidance to other employees.
- Mechanical Engineering indicative tasks are to be defined.

This list of tasks and skills is representative of, but does not limit, the type of work and experience applicable to this level.

Appointment may be made by the Company to either Electrical, Instrument or Mechanical streams or a combination of these.

A copy of old classifications and their appropriate level of application is attached at Appendix A.

5.2 Wages rates

The minimum wage rates payable to the different levels of employees in the Northern Division Eastern District shall be as follows:

Classification Level	Award Rate Per Week
	\$
Level 1	623.85
Level 2	641.90
Level 3	652.40
Level 4	662.90
Level 5	676.00
Level 6	688.70
Level 7	699.50
Level 8	710.15
Level 9	724.75
Level 10	743.60
Level 11	785.30
Level 12	868.80

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.3 Allowances

5.3.1 Yabulu

(a) Plant Allowance

In addition to all payments other-wise due, employees at Yabulu shall be paid an allowance of \$61.80 per week, to be paid on a *pro rata* basis of \$1.624 for each completed hour actually worked. This allowance shall not be taken into account in the calculation of payment for annual leave, sick leave, public holidays, etc. This allowance shall cover all disabilities associated with working at Yabulu.

(b) Extraordinary Disabilities

Employees shall be paid the following additional allowances for each hour actually worked on the maintenance of specific equipment listed as follows:

	Per hour
330 Area	c
Laundries where multiple extraordinary disabilities exist	32.2c
Laundries as above and where an employee is required to perform welding which necessitates the employees lying on their stomachs	74.2c
Inside Quench Pit where multiple extraordinary disabilities exist	32.2c
Inside Roasters where multiple extraordinary disabilities exist	74.2c
Precipitator Lines when in use/F.K. Pumps under precipitators where the employee in the actual location is required to work continuously for more than one hour in temperatures raised by artificial means to 46 degrees C or more	32.2c
340 Area	
Aeration Tank Tops where breathing apparatus is required to be worn for the hour	40.95c
370/380 Area	
Inside furnaces where multiple extraordinary disabilities exist	74.2c

Refractory Work

Tradesperson Bricklayer performing refractory brickwork including guniting \$1.7455

5.3.2 *Afternoon and night shift allowances*

- (a) In addition to the rates of pay prescribed by clause 5.2 (Wage rates) of this Award, employees whilst engaged on afternoon shift and night shift, as established pursuant to clause 6.1 (Hours of work) of this Award, 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)

- (b) For the purposes of clause 5.3.2 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.
- (c) This extra shift rate shall apply to shift work performed on Saturdays and Sundays where extra payments also apply to continuous shift work.
- (d) No employee shall as a result of clause 5.3.2 suffer any reduction to their current entitlement to shift allowance.

5.3.3 *General Allowances*

- (a) Tools - Where tools are not provided by the employer the following tool allowance shall be paid to tradespersons who are required to supply and use their own tools:

	Per week
	\$
All Tradespersons	17.80

The above allowance is to be further increased in line with movements in the Building Construction Industry Award - State 2003 in so far as it affects the Carpenter and Joiner tool allowance contained in that Award.

- (b) Leading hands - Employees whilst occupying the position of leading hand shall be paid the following additional allowance:
- (i) When in charge of not less than 3 and not more than 10 employees - \$24.20 per week.
 - (ii) When in charge of more than 10 and not more than 20 employees - \$36.90 per week.
 - (iii) When in charge of more than 20 employees - \$47.80 per week.

This additional allowance shall be regarded as part of the wage of the employee concerned and shall be taken into consideration for all purposes of this Award.

- (c) Toilet cleaning - Employees required to clean toilets shall be paid an additional \$1.29 per day.
- (d) Toxic substances - Employees required to spray paint using toxic substances shall be paid an additional 71.3c per hour.

Toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or 2 pack catalyst system.

- (e) Live sewerage work and septic tanks - Employees required to work on live sewers shall be paid time and a-half, and when cleaning septic tanks shall be paid at time and a-quarter.

This allowance shall not apply to work on urinals and pedestals.

- (f) Lead burning - Employees engaged in lead burning in repairs to acid tanks shall be paid an additional allowance of \$1.8515 per hour.
- (g) Explosive powered tools - Employees required to use explosive powered tools shall be paid 17c per hour with a minimum payment of 4 hours. Any increase in the allowance as prescribed by the Engineering Award - State 2002 shall be applied to the above allowance.

- (h) First aid certificate - Members of the Emergency Squad or others holding a current St. John's Ambulance Brigade First Aid Certificate required by the employer will be paid an allowance of \$9.80 per week.
- (i) Asbestos - Employees engaged in the removal of asbestos material shall be paid an additional allowance of 71.3c per hour.
- (j) Cleaning trailings stills, product stills and/or condensers - Employees engaged in the cleaning of tailings stills, product stills and/or condensers shall be paid an additional allowance of \$1.3945 per hour.
- (k) Cleaning Roasters - Employees engaged in cleaning roasters shall in lieu of their normal level wage rate be paid 1.5 times the level 1 rate per hour, with a minimum payment of 4 hours.
- (l) Working while wet - Employees wearing suitable waterproof clothing supplied by the employer, get their clothing saturated by plant liquids, shall be paid an allowance of \$2.625 per hour for all work up until the employee is able to change into dry clothing or until work ceases, whichever is the earlier. This allowance shall not apply to cleaning stills.
- (m) Telephones - Where an employee's telephone is used to call the employee to work, an allowance of \$2.64 will be paid for each accepted call.

5.3.4 *Meals or meal allowance*

An employee who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid \$9.60 in lieu thereof after more than 2 hours, or after more than one hour if overtime continues beyond 6.00 p.m. Where the amount of overtime to be worked will necessitate a second or subsequent meal, the employer shall provide a second and/or subsequent meals or make payment.

5.4 **Extra rates not cumulative**

Except as provided elsewhere in this Award, extra rates in this Award are not cumulative so as to exceed the maximum of double the ordinary rates.

5.5 **Payment of wages**

Wages shall be paid weekly or fortnightly and not more than 3 days pay shall be withheld.

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

6.1 **Hours of work**

6.1.1 *Day workers*

- (a) Subject to clause 6.1.4 (Implementation of 38 hour week), and subject to the exceptions provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:-
 - (i) 38 hours within a work cycle not exceeding 5 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 10 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 15 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 20 consecutive days.
- (b) The ordinary hours of work may be on any 5 consecutive days in the week, Monday to Friday inclusive.
- (c) Such ordinary working hours shall be worked continuously except for the meal break within the daily spread of 6.00 a.m. to 6.00 p.m.
- (d) The spread of hours may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned. Work outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be part of the ordinary hours of work.
- (e) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees concerned.
- (f) The ordinary hours of work shall not exceed 10 hours on any day. Where the ordinary working hours exceed 8 on any day, the arrangement of hours shall be by agreement between the employer and the majority of employees concerned.

Where any arrangement of ordinary hours exceeds 8 on any day, the relevant industrial organization(s) shall be notified in writing within 14 days after commencement of work under such arrangement.

6.1.2 *Shift workers*

The ordinary working hours of shift workers shall not exceed 8 per shift and shall be worked as follows:

Day shift - commencing at 8.00 a.m. and ending at 4.00 p.m.

Afternoon shift - commencing at 4.00 p.m. and ending at 12.00 p.m.

Night shift - commencing at 12.00 p.m. and ending at 8.00 a.m.

(a) Non-continuous shift workers

The ordinary working hours of employees engaged on non-continuous shift work shall not exceed 8 in any one day nor more than 38 in any one week, to be worked in 5 consecutive shifts, Monday to Friday inclusive.

(b) Continuous Shift workers

The ordinary working hours of employees engaged on continuous shift work shall be worked on a roster system covering 7 days per week:

Provided that the ordinary rostered working hours shall not exceed 8 hours in any one day without the payment of overtime nor more than 19 days in any 28 days:

Provided further that the ordinary rostered hours worked in excess of 152 hours in the 28 day cycle shall be paid as overtime.

"Continuous Shift Work" means work that is continuous for 24 hours per day, 7 days per week for an unbroken period without interruption, except in the case of floods, fire, breakdowns, accidents, strikes, shutting down for holidays or other stoppage of work owing to circumstances beyond the control of the employer.

Notwithstanding the above arrangement of shifts, the employer and the majority of employees concerned may by mutual agreement, change the hours of work by the employer giving shift workers 2 days' notice of the change:

Provided where such mutual agreement is reached to commence a Monday night shift prior to midnight Sunday, the time worked on the Sunday shall be regarded as part of the Monday night shift. The same principle shall apply in respect to public holidays.

(c) Payments on weekends

For all ordinary time worked from midnight Friday to midnight Saturday a continuous shift worker shall be paid one and one-half times the ordinary rate, and for all ordinary time worked from midnight Saturday to midnight Sunday shall be paid at double the ordinary rate.

6.1.3 *Catering employees*

The ordinary working hours of catering employees shall not exceed 38 in any one week or 8 in any one day and shall be worked between the hours of 5.00 a.m. and 8.00 p.m. These hours shall be worked with not more than 2 breaks between periods of work.

6.1.4 *Implementation of 38 hour week*

(a) The 38 hour week shall be implemented in the most suitable way to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (i) by employees working less than 8 ordinary hours each day; or
- (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during the cycle.

(b) Subject to the provisions of clause 6.1.1(f) employees may agree that the ordinary hours of work are to

exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

- (c) Notwithstanding any other provision in clause 6.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees.

6.1.5 *38 Hour week - procedures for discussions*

- (a) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned.
- (b) The objective shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.4.

6.2 **Overtime**

6.2.1 *Day workers*

- (a) Work done by a day worker in excess of or outside the ordinary working hours in this Award shall be paid as overtime.
- (b) Overtime except as herein after provided shall be paid for at the rate of time and one-half for the first 3 hours on any one day and at the rate of double time thereafter.
- (c) Employees required to work overtime between midnight and 6.00 a.m. shall be paid at the rate of double time for all time so worked up to their ordinary starting time Monday to Friday and up to 7.00 a.m. Saturday.
- (d) Day work employees required to work overtime on Saturday commencing after 7.00 a.m. shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (e) Work completed by day workers on Sunday shall be paid at the rate of double time and shall continue to be paid until such overtime ceases.
- (f) Employees required to work scheduled overtime on Saturday or Sunday shall be afforded at least 3 hours' work or paid for 3 hours at the appropriate rate, except where such overtime is continuous with overtime or work commenced on the previous day or completed on the following day. Where work continues over 2 days, the minimum payment shall be for 3 hours at the appropriate rate.

6.2.2 *Shift workers* - All work completed by shift workers outside of their ordinary working hours shall be paid at the rate of double time.

6.2.3 *Cancellation of overtime* - The employer shall be required to give a minimum of 2 hours notification at Yabulu for the cancellation of scheduled overtime.

6.2.4 *Rest periods after overtime*

- (a) Day workers - When overtime is worked, it shall, wherever reasonably practicable, be so arranged that employees have at least 10 hours off duty between work on one day and the commencement of work on the next ordinary working day.
- (b) Except in the case of call-outs of less than 3 hours, employees who work so much overtime between the completion of their ordinary working hours on one day and the commencement of their ordinary working hours on the next day, that they have not had at least 10 consecutive hours off duty between those times shall wherever practicable be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time during such absence.

If on the instructions of the employer, employees resume or continue work without having had 10 consecutive hours off duty they shall be paid at double rates until they are released from duty. They shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

- (c) Where an employee is required to work overtime on Sunday which ceases after 5.00 p.m., then the provision of this clause shall apply.

- (d) Shift workers - The provisions of the above clauses relating to rest periods after overtime shall apply as if 8 hours were substituted for 10 hours.

It will also apply for the purpose of changing shift roster, or when a shift worker does not report for duty and another shift worker is required to replace such worker.

- (e) Transferring to and from shift work

- (i) Where it is necessary to transfer from day work to shift work, a 10 consecutive hour rest break will apply. Employees who are required to cease prior to their normal day finishing time in order to achieve the 10 consecutive hour rest break shall be paid at ordinary rates for time not worked. When a 10 consecutive hour break cannot be achieved, double rates for ordinary hours worked on the first night shift will apply until a continuous 10 hour break is granted.
- (ii) The 10 hour rest break does not apply to shift workers transferring to day work where in such circumstances an 8 hour break will apply.
- (iii) Where changes of shift crews are necessary an 8 hour break is to apply between the cessation of ordinary shift on one day and the commencement of ordinary shift on the next day, otherwise penalty payments will apply where an 8 hour continuous break is not given.
- (f) Call-outs - An employee recalled to work overtime after leaving the site (whether notified before or after leaving) shall be paid for a minimum of 4 hours' work at double time.

The above minimum payment shall not be paid in cases where it is customary for employees to return to the site to perform a specific job outside their ordinary working hours in which case they shall be paid for a minimum of one hour's work at the appropriate rate for each time they are so recalled or where the overtime is continuous (subject to a reasonable crib break) with the commencement of ordinary working hours.

Where the actual time worked is less than 3 hours on such call-out or on each of such call-outs, overtime worked in the circumstances specified in clause 6.2.4(f) shall not be regarded as overtime for the purpose of clause 6.2.4. An employee recalled to work overtime after leaving the site may be required to perform tasks that were not necessarily within the scope of the original call-out:

Provided that the task or tasks to be performed are urgent and would have resulted in another call-out occurring.

6.3 Meal and crib breaks

6.3.1 Meal break

A meal break means an unpaid break of 30 minutes allowed to a day worker to take their meal.

An employee shall not be required to work for more than 6 hours nor less than 4 hours without a break for a meal.

Such meal breaks shall normally be taken between 1.00 p.m. and 1.30 p.m.

Where it becomes apparent to the employer that it is necessary to carry out essential work which requires an employee to work during all or part of the normal meal break, that break may be brought forward within the spread of hours provided for meal breaks. The employer must give the employee as much notice as is possible of such a requirement, taking into consideration any reasonable objection that may prevent an employee doing so, to the extent of seeking another employee.

Except as provided, all work continued during meal breaks, and thereafter until a paid meal break of 30 minutes is allowed, shall be paid for at double time.

6.3.2 Crib break

A crib break means paid time allowed to an employee to take a meal.

Shift workers and employees in the open cut mine shall be allowed 30 minutes paid crib in each 8 hour shift. Such crib shall be taken at times that will not interfere with the continuity of work.

Where a shift worker during an 8 hour work period is unable to take a crib break away from the work place due to the continuity of the work, the employee shall be paid one-half hour extra at single time.

6.3.3 Paid crib breaks during overtime

- (a) Employees required to continue work after their usual ceasing time shall be entitled to a 30 minute crib break after 2 hours; or after one hour if overtime continues beyond 6.00 p.m.

After each further period of 4 hours worked, an employee shall be allowed a 45 minute crib break for which no deduction of pay shall be made.

- (b) An employee working overtime for more than one hour after working ordinary hours shall, after one hour of starting such overtime, be allowed a crib break of 30 minutes without deduction of pay. After each further period of 4 hours worked the employee shall be allowed a paid crib break of 45 minutes.

6.4 Rest pauses

Employees shall be entitled to a rest pause of 10 minutes in the employer's time in the first and second half of their work period. Such rest pause shall be taken at such times as will not interfere with continuity of work:

Provided that by agreement, rest pauses may be amalgamated and taken in the first half of their daily work period.

6.5 Transfer of day and shift workers

- 6.5.1 Provided 20 hours' notice is given any day worker may be called upon to do shift work, and work thereafter the usual hours for shift workers, and any shift worker may be transferred to day work, and work thereafter the usual hours for day workers and the hours worked shall be considered their ordinary working hours. Where, in emergency, it is necessary for an employee to change their hours of work without 20 hours' notice, they shall be paid at overtime rates for the time worked on their new roster, until the expiration of 20 hours from the time when they were first notified.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Employees, (other than a casual) covered by this Award shall at the end of each year of continuous employment be entitled to annual leave on full pay as follows:

- (a) not less than 5 weeks if employed on continuous shift work;
- (b) not less than 4 weeks in any other case;
- (c) where employees are employed on work which carries both 4 or 5 weeks leave entitlements, then this leave shall accrue on a *pro rata* basis:

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

Annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid for by the employer in advance.

7.1.2 Calculation of annual leave pay

Annual leave payments including *pro rata* annual leave pay, shall be calculated as follows:

- (a) Employees proceeding on annual leave shall have their payment calculated on the same basis as they were receiving immediately prior to taking such annual leave, together with any other entitlements that they should receive under clause 7.1.
- (b) Shift workers - Subject to clause 7.1.2(d) the rate of wages to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (c) Leading hands - Subject to clause 7.1.2(d), leading hand allowances payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (d) All employees - Subject to clause 7.1.2(a), in no case shall the payment to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);

(ii) leading hand allowance or amounts of a like nature;

(iii) a further amount calculated at the rate of 25% of the amounts referred to in clauses 7.1.2(d)(i) and (ii).

(e) The provision of clause 7.1.2(d) above shall not apply to any period or periods of annual leave exceeding:

(i) 5 weeks in the case of employees employed where 3 shifts per day are worked over a period of 7 days per week; or

(ii) 4 weeks in any other case.

7.1.3 If any employee is terminated at the expiration of a full year of employment the employee shall be paid, in addition to all other amounts due, an amount calculated in accordance with clause 7.1.2 for the appropriate period of leave in accordance with clause 7.1.1 and also the employee's ordinary pay for public holidays occurring during such period of leave.

7.1.4 If any employees are terminated before the expiration of a full year of employment, such employees shall be paid, in addition to all other amounts due to them, an amount calculated in accordance with clause 7.1.2 for the proportionate period of leave applicable to the employee concerned in accordance with clause 7.1.1.

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

7.1.6 Except as provided, the employer shall not give any employee payment in lieu of annual leave.

7.2 Sick leave

7.2.1 Entitlement

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

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

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

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

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

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

7.2.2 Employee must give notice

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

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

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

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

7.2.5 *Workers' compensation*

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

7.3 **Bereavement leave**

7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 3 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 **Long service leave**

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

7.5 **Family leave**

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

7.5.1 It is to be noted that:

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

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

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

7.6 **Public holidays**

7.6.1 All work performed by an employee on any of the following days:

- the 1 st January;
- the 26 th January;

- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25 th April (Anzac Day);
- Labour Day (the first Monday in May);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or

or any day appointed under the *Holidays Act 1983*, to be a holiday in substitution for any of those days is to be paid for at the rate of double time and a-half with a minimum payment of 4 hours.

7.6.2 *Annual show*

All work performed in a district specified by the Minister, by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, as a holiday in relation to an annual agricultural, horticultural or industrial show held in that district is to be paid for at the rate of double time and a-half, with a minimum of 4 hours.

7.6.3 *Double time and a-half*

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

7.6.4 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 an ordinary working day.

7.6.5 All employees covered by this Award shall be entitled to be paid a full day's wage for the aforesaid holidays (but not for Easter Saturday unless that day forms part of the employee's ordinary working week) irrespective of the fact that no work may be performed on any such days.

7.6.6 If a holiday mentioned in clause 7.6.1 falls on a day on which a shift worker is rostered off, the employee shall be paid an additional 8 hours' pay in the pay week in which the holiday occurs.

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

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

7.6.8 *Labour day*

An employee, other than a casual employee, covered by this Award who would ordinarily be required to perform work on the day on which Labour Day (the first Monday in May), or other day appointed under the *Holidays Act 1983* to be a holiday in substitution for that day, falls, is entitled to be paid a wage at ordinary rates for the time for which the employee would ordinarily have been required to perform work on that day between the ordinary starting and ordinary finishing times provided for by this Award even though work is not performed on that 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

No provisions inserted in this Award relevant to this part.

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, productivity and international competitiveness of Queensland Nickel Pty. Ltd.'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; and
- (d) the formulation of a Queensland Nickel Pty. Ltd. training programme to meet the needs of Queensland Nickel Pty. Ltd.'s operations.

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

10.1 Working in the rain

10.1.1 The employer shall, where practicable, supply suitable waterproof clothing to employees required to work in the rain.

10.1.2 Double rates shall be paid to all employees who, in the process of working get their clothing wet, until such time as they are able to change into dry clothes or until work ceases, whichever is the earlier.

10.2 Employees leaving in case of accident

Employees who cease work before the completion of their ordinary hours of work by reason of an accident to themselves, and who are unable to return to work, shall be paid subject to their entitlement under the *Workcover Queensland Act 1996*. Employees who cease work before the completion of their ordinary hours of work in order to attend to an injured person shall be paid all ordinary hours provided they report to and obtain permission from their Supervisor.

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 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.

11.4 Union encouragement

Preamble

Clause 11.4 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.4.1 Documentation to be provided by employer

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

11.4.2 Union delegates

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.4.3 Deduction of union fees

Where arrangements can be entered into, employers are 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.

Appendix A - Comparative Schedule of Old Classifications and New Wage Levels

Level 1 -

Utilityman
Utilityman - Other
Sample Preparation Assistant

<i>Level 2 -</i>	<p>Kitchenhand</p> <p>Utility Serviceman</p> <p>Utility Serviceman - Electrical</p> <p>Utilityman - Services Gang</p> <p>Bobcat and Mustang Driver</p> <p>Forklift Operator (up to 4,536 kg)</p>
<i>Level 3 -</i>	<p>Storeman</p> <p>Storeman - Electrical</p> <p>Assistant Operator</p> <p>Driver of Motor Vehicle 3.05 tonnes and over</p> <p>Dogman</p> <p>Driller/Helper/Sampler</p> <p>Powder Monkey</p> <p>Sampler</p> <p>Bus Driver</p> <p>Cook - Non Tradesperson</p> <p>Concrete Finisher/Form Setter</p> <p>Forklift Operator (over 4,536 kg)</p> <p>Tractor (and implements)</p> <p>Borefield Tender</p>
<i>Level 4 -</i>	<p>Rigger/Scaffolder</p> <p>Mobile Crane Driver not exceeding 20.3 tonnes</p> <p>Serviceman</p> <p>Belt Repairman</p> <p>Front-end Loader, Grader and Excavator Operator</p> <p>Chainman</p> <p>Front-end Loader, Grader and Excavator</p>
<i>Level 5 -</i>	<p>Operator</p> <p>Front-end Loader CAT 992</p> <p>Mobile Crane (up to 81.3 tonnes)</p> <p>Crusher Operator</p> <p>CAT 769 Operator Dump Truck (less than 50.8 tonnes)</p> <p>Mine Driller</p> <p>Operator - Boiler Training</p> <p>Chief Cook</p>
<i>Level 6 -</i>	<p>Boiler Operator</p> <p>Reclaim/Stacker Operator</p> <p>Reformer Operator</p> <p>91.4 tonne Lattice Boom Crane</p> <p>Sand Blast Crew</p> <p>Reclaim/Loadout Operator</p> <p>Mine Equipment Operator No. 2</p> <p>Wabco 50 tonne Operator Dump Truck (50.8 tonnes and over)</p>
<i>Level 7 -</i>	<p>Control Room Operator - 320 Ball Mill, 330, 340, 360, 380</p> <p>Mine Equipment Operator No. 1</p>
<i>Level 8 -</i>	<p>Control Room Operator - 320 Dryers, 352</p> <p>Turbine Operator</p> <p>Control Room Operator Gas Production</p> <p>Tradesperson - Electrical</p> <p>Tradesperson - 1st Class Machinist</p> <p>Tradesperson - Fitter/Welder, Boilermaker</p> <p>Tradesperson - Fitter</p> <p>Tradesperson - Carpenter and Joiner</p> <p>Tradesperson - Bricklayer</p> <p>Tradesperson - Painter</p> <p>Tradesperson - Motor Mechanic</p> <p>Tradesperson - Plumber and Drainer</p> <p>Tradesperson - Cook</p>
<i>Level 9 -</i>	

Control Room Operator Powerhouse
Tradesperson - Instrumentation
Tradesperson - Toolmaker
Tradesperson - Welder (Special Class 1)
Tradesperson - Fitter (Special Class 1)

Level 10 -

Tradesperson - Instrumentation (Special Class)
Tradesperson - Electrical (Special Class)
Tradesperson - Fitter (Special Class 2)
Tradesperson - Welder (Special Class 2)

Level 11 -

Tradesperson - Technical

Level 12 -

Technician

Dated 15 July 2003.

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

Operative Date: 15 September 2003