

**WORKPAC PTY LTD
MINING (COAL) INDUSTRY
WORKPLACE AGREEMENT 2007**

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1. AGREEMENT APPLICATION AND OPERATION

1.1 Title of Agreement

WorkPac Pty Ltd Mining (Coal) Industry Workplace Agreement 2007 (the Agreement).

1.2 Parties to the Agreement

1.2.1 The parties to this Agreement are:

- WorkPac Pty Ltd (the Company); and
- WorkPac Pty Ltd Field Team Members (FTMs).

1.2.2 All WorkPac On-hire employees covered by this Agreement are referred to as Field Team Members (FTMs).

1.3 Duration of Agreement

This Agreement shall come into operation from the date of lodgement with the Workplace Authority and shall remain in force for a period of 5 years from this date.

1.4 Application of Agreement

1.4.1 This Agreement shall apply to and be binding upon the Company in relation to all its operations within the Mining (Coal) Industry in all the States and Territories of Australia and FTMs of the Company working within the Mining (Coal) Industry for which classifications and rates of pay are prescribed by this Agreement.

1.4.2 The Agreement shall not apply to:

- a) Management; or
- b) Transporters or deliverers of material and or equipment to and from a particular site or workplace; or
- c) Security personnel; or
- d) Engineers/surveyors; or
- e) Paramedics, nursing or medical staff; or
- f) Clerical and administration personnel.
- g) Professional Scientists (e.g. geologists, chemists, analysts etc)

1.5 Scope and Intent of Agreement

1.5.1 This Agreement applies to the exclusion of any and all Awards and Agreements, and is a complete Agreement covering all minimum terms and conditions of employment.

1.5.2 While the Company's policies and procedures do not form part of this Agreement, FTMs will comply with any policies and procedures that the Company may implement. FTMs shall also comply with any specific client policies and procedures applicable to their assignment.

1.5.3 To the extent that the contents of policies or procedures refer to obligations on the Company, they are guides only and are not contractual terms, conditions or representations on which FTMs may rely.

1.5.4 Protected Conditions (including protected award conditions as defined by section 354, protected preserved conditions as defined by section 25A of schedule 8 and protected notional conditions as defined by section 52 of schedule 8, of the *Workplace Relations Act 1996*) are specifically excluded from this Agreement unless otherwise specified.

1.6 Definitions

In this Agreement:

Five day weekend roster employee means an FTM whose roster cycle is five days and includes a Saturday or Sunday.

Six day roster employee means an FTM who over the roster cycle is rostered to work on any six days of the week.

Seven day roster employee means an FTM who, over the roster cycle is rostered to work on the seven days of the week.

2. WORKPLACE FLEXIBILITY

Workplace flexibility is a condition of employment. FTMs shall be multi-skilled and work in a completely flexible manner. All FTMs will be required to perform a diverse range of functions within their level of skill and competence. There shall be no demarcation, restrictions or limitations on the performance of work what-so-ever, including or between traditional crafts, occupations, vocations or callings.

3. HIGHER DUTIES

- 3.1 Where an FTM is directed to work on a classification of work carrying a higher rate than the FTM's usual classification, the FTM shall be paid the higher rate for the whole shift.

4. NO EXTRA CLAIMS

The parties will not, during the term of this Agreement, pursue any further claims about any matter which pertains to the employment relationship.

5. CONTRACT OF EMPLOYMENT

5.1 Probationary Period

- (a) Each new FTM will initially be engaged on 6 months probation, during which time the FTM's performance will be monitored. The FTM's employment status will be confirmed following completion of a satisfactory probation period.
- (b) Nothing in this clause is intended to reduce or override the 6 month qualifying period as provided by the *Workplace Relations Act 1996*.

5.2 Codes of Conduct

All FTMs engaged on site or at Client workplaces are required to adhere to the Company Personal Code of Conduct. FTMs are also required to comply with any client codes of conduct provided that where there is any conflict with the terms of the Company Code of Conduct and any Client Code of Conduct, the Company Code will prevail.

5.3 Lawful directions

- 5.3.1 It is important that FTMs follow all lawful directions, that are within the FTM's ability, given by their Leading Hand/Supervisor, or any other appropriate person, as nominated by the Company or Client. Should any FTM not be able to perform the assigned task for any reason whatsoever, it is their duty to inform their Leading Hand/Supervisor or other appropriate person immediately.
- 5.3.2 Refusal to comply with any lawful direction may result in disciplinary action, which may include the termination of employment.

5.4 Skills, Competence & Training

FTMs are required to perform work within their skill, competence and training as required by the Company. It is agreed that FTMs will undertake all training as directed for the performance of work and the development of skills.

5.5 Status of Employment

- 5.5.1 FTMs under this Agreement will be employed in one or more of the following categories:
- (a) full-time FTMs; or
 - (b) part-time FTMs; or
 - (c) casual FTMs; or
 - (d) limited term or assignment FTMs; or
 - (e) FTMs employed for a specific project/site or workplace related task.
- 5.5.2 FTMs engaged in each of the above categories will be engaged as either a base rate FTM or a flat rate FTM. The method of remuneration for base rate and flat rate FTMs is set out in clause 8.
- 5.5.3 FTMs engaged and paid the base rate of pay shall be referred to in this agreement as Base Rate FTMs.
- 5.5.4 FTMs engaged and paid the flat rate of pay shall be referred to in this agreement as Flat Rate FTMs.
- 5.5.5 Casual FTMs will be engaged by the hour on one of the following basis:
- (a) A person engaged as a base rate casual, as defined in clause 8.1.1, will be paid a casual loading of 20% on the rates prescribed herein. The casual loading is in lieu of all paid leave entitlements (with the exception of long service leave).
 - (b) A person engaged as a flat rate casual, as defined in clause 8.1.1, will not be paid an additional amount as the casual loading has been incorporated into the flat rate of pay.
- 5.5.6 At the time of their engagement, the Company will inform each FTM of the status and terms of their engagement.

5.6 Termination of Employment

- 5.6.1 For the termination of employment the period of notice to be provided by the Company or an FTM is:

<i>Where the FTM's Period of Continuous Service with the Company is:</i>	<i>The Period of Notice is:</i>
All Casual FTMs	1 hour
All FTMs other than casuals:	
First 3 months of Probation	1 hour
Up to 1 year	1 week
1 year or more but <3 years	2 weeks
3 years or more but <5 years	3 weeks
5 years or more	4 weeks
The period of notice is to be increased by 1 week where the permanent FTM is over 45 years of age and has completed 2 years of continuous service with the Company at the time of giving of the notice. This additional week only applies to notice given by the Company.	

- 5.6.2 In the event that the Company has terminated the employment of an FTM, other than by summary dismissal, payment in lieu of notice may be substituted for the required notice period. Provided that employment may be terminated by giving part of the period of notice specified and part payment in lieu. Payment shall only be made for the time an FTM would have ordinarily worked during that period.
- 5.6.3 If an FTM fails to give notice, the Company shall have the right to withhold monies due to the FTM, including any accrued leave entitlements, to a maximum amount equal to the amount the FTM would normally have been paid for the period of notice not provided. For example, if an FTM is required to provide 2 weeks notice and provided only 1 weeks notice, the Company may withhold an amount equal to the ordinary payment for the FTM for 1 week.
- 5.6.4 The employment of a limited term or assignment FTM, or an FTM employed for a project, site or workplace specific task, may be terminated by:
- the completion of the specified time; or
 - completion of the assignment, project, site or workplace specific task; or
 - the notice provision outlined in clause 5.6.1.
- 5.6.5 Where the FTM has abandoned their employment (as prescribed by clause 5.7), the FTM shall only be entitled to payment up to the time that the FTM last worked.
- 5.6.6 Termination of employment by abandonment in accordance with clause 5.7 shall operate as from:
- the time that the FTM last worked; or
 - the last day's absence in respect of which consent was granted
- whichever is the later.

- 5.6.7 When an FTM's employment is terminated, the Company shall pay any wages due as soon as practicable, and in any case with the next pay run.
- 5.6.8 Nothing in this clause nor any other provision of this Agreement interferes with the right of the Company to dismiss an FTM without notice for serious misconduct.

Examples of what may constitute serious misconduct include, but are not limited to:

- Breaches of relevant Legislation and/or Regulations.
- Breaches of site or workplace Rules, Policies, Standards and/or Regulations
- Breaches of site or workplace Rules, Policies, Standards and/or Regulations in regard to Safety.
- Engaging or participating in any illegal activities.
- Smoking in any designated No Smoking area. All site or workplace offices inclusive of amenities and any enclosed areas are non-smoking areas. All vehicles and plant are also non-smoking areas.
- Alcohol and Drugs
 - Reporting to work while under the influence of alcohol and/or drugs.
 - Possession of, or use of, illegal drugs/illicit substances.
 - Trade of alcoholic beverages and/or drugs and/or illicit substances.
 - Offensive, intimidating or violent behaviour in any form regardless of how or why it was initiated.
- Vandalism.
- Misuse of Company and/or Client property.
- Unauthorised possession of Company or another FTM's property.
- Practical jokes or acts of horseplay.
- Trespass without permit on any restricted access areas.
- Discrimination or harassment of any form, including that relating to race, colour, religion, sex, gender identity, age, national origin, ancestry, disability or as provided under the relevant legislation.
- Possession and/or use of weapons of any kind.

5.7 Abandonment of Employment

- 5.7.1 The absence of an FTM from work for a continuous period exceeding two (2) rostered working days without:

- (a) the consent of the Company; or
- (b) a reason acceptable to the Company; or
- (c) without notification to the Company,

shall be prima facie evidence that the FTM has abandoned their employment.

- 5.7.2 The Company will make reasonable attempts to contact an FTM before declaring that the FTM has abandoned their employment.

5.8 Standing Down Of FTMs

- 5.8.1 The Company shall have the right to stand down an FTM without payment for any day (or part of any day) which an FTM cannot be usefully employed because of any breakdown in machinery or any stoppage of work by any cause for which the Client or Company cannot reasonably be held responsible.

5.8.2 An FTM who is stood down may elect to use accrued annual leave entitlements or RDOs for such time.

5.9 Safety

5.9.1 The health and well being of the Company's FTMs is a fundamental aspect of the Company's success. Any breaches of obligations in relation to workplace health and safety shall be considered serious and will result in disciplinary action which may include termination of employment.

5.9.2 FTMs will comply with the relevant Acts, Regulations, Codes of Practice and Advisory Standards, as well as the Company's or the Client's Workplace Health and Safety Policies and Procedures, as amended from time to time, including fatigue management.

5.9.3 FTMs shall be required to wear relevant PPE at all times as directed and/or as required by the relevant site or workplace rules and/or procedures.

5.9.4 FTMs will be advised of any Company provided clothing/equipment in their notice of offer prior to accepting work. Should an FTM not have the correct basic personal clothing/equipment such items may be provided by the Company under a mutually agreed payroll deduction arrangement.

5.9.5 Any disputes or grievances relating to safety issues shall be resolved in accordance with the Dispute Settlement Procedure. Work shall continue as directed by the Company during any safety dispute, unless the FTM has a reasonable concern about an imminent risk to the health and safety of the FTM or others.

5.10 Fitness for Work

5.10.1 The parties to this Agreement are committed to taking all reasonable steps to ensure a safe, healthy and productive work environment. Drug and alcohol use or abuse that places this environment at risk will not be tolerated by the Company. It is a requirement that all FTMs comply with the Fitness for Work Policy. The policy will provide for, but is not limited, to the following:

- The fitness for work levels and expectations
- Means of testing
- Counselling and discipline.

5.10.2 No one will be allowed to enter or engage in work on a site or workplace if they are, or are reasonably suspected to be, under the influence of, or affected by, alcohol or drugs.

6. DISPUTES SETTLEMENT PROCEDURE

6.1 It is the intention of the parties that all disputes arising out of the interpretation or application of this Agreement shall be dealt with at the local level to the maximum extent possible.

6.2 There will not be any stoppage of work by FTMs whilst the procedure contained herein is being followed.

6.3 Procedure

6.3.1 In the event of any grievance the parties will consult to reach settlement without loss of wages or production, provided always that work shall continue in the usual manner without bans or

limitations on the performance of work, unless the FTM has a reasonable concern about an imminent risk to health and safety.

- 6.3.2 The parties agree to comply with the words and intent of the Company's dispute settlement procedure outlined below:

Stage 1

Any question or dispute arising in relation to these terms and conditions, in the first instance, will be raised with the FTM's Company representative.

The Company representative will provide a response to the FTM within 48 hours or such other timeframe as such other time frame as agreed between the FTM and the Company representative.

Where the FTM is dissatisfied with the response or the response is not received within 48 hours (or agreed timeframe), the FTM may progress to stage 2 of the process.

Stage 2

In the event that a matter remains unresolved following Stage 1, the FTM may refer the matter to the Manager of the office which issued the most recent notice of offer.

The Manager will respond to the FTM within 48 hours or such other timeframe as is agreed between the FTM and the Manager.

Where the FTM is dissatisfied with the response from the Manager, or the response is not received within 48 hours (or agreed timeframe), the FTM may progress to Stage 3 of this process.

Stage 3

In the event that a matter remains unresolved following Stage 2, the FTM may request that the matter be referred to the appropriate Company Regional Manager.

The Company Regional Manager shall respond within 7 working days or such other timeframe as is agreed between the FTM and the Regional Manager.

Where the FTM is dissatisfied with the response from the Company Regional Manager, or the response is not received within 7 working days (or agreed timeframe), the FTM may progress to Stage 4 of this process.

Stage 4

In the event that a matter remains unresolved following Stage 3, the FTM may request that the matter be referred to the Company's HR Director.

The Company HR Director shall respond within 14 working days or such other timeframe as is agreed between the FTM and the Regional Manager.

- 6.3.3 At all stages of the dispute settlement procedure, and except where there is an immediate and significant threat to health and safety, work will continue and consideration of the needs of the business will remain a priority.

- 6.3.4 In stages 1 to 4, the FTM may appoint a representative, including another FTM to act as the FTM's representative in an attempt to achieve resolution.

7. CLASSIFICATIONS

- 7.1 At the commencement of each assignment by way of a notice of offer, an FTM will be assigned to a classification level based on skills, qualifications and experience and in consideration of the substance of the duties to be carried out on the site or workplace. The FTM's classification level, applicable to the assignment, will be specified in the notice of offer made by the Company to the FTM.
- 7.2 Classifications will be determined on skills required for the particular role and not skills attained.
- 7.3 The classification structure is set out in Schedule 1.

8. WAGE RATES

8.1 Ordinary hourly wage rate

- 8.1.1 At the election of the Company an FTM will be paid either:

Base Rate FTMs

- (a) The base rate as prescribed in Schedule 2 for each classification. Base rate FTMs are also entitled to allowances (except as specifically incorporated), overtime and any other entitlements as set out in this Agreement.

Flat Rate FTMs

- (b) The flat rate of pay as prescribed in Schedules 3 and 4 for each classification. Flat rates are provided as compensation for all work (including overtime, weekend penalties, public holiday loadings, shift penalties, annual leave loading (where applicable), casual loading (where applicable), any industry and special allowances that apply to all FTMs covered by this Agreement and any industry and special allowances specifically incorporated that may not apply to all FTMs covered by this Agreement. Flat Rate FTMs shall also be entitled to any applicable allowances (which have not already been specifically incorporated) provided for by this Agreement unless such allowance is identified as applying only to Base Rate FTMs.
- 8.1.2 Where a flat rate FTM works hours in excess of the flat rate scenarios as outlined in Schedules 3 and 4 the FTM will be paid at the next highest flat rate hourly scenario for all hours worked.

Example: An FTM who works an average of 47 hours a week (over the roster cycle) will be paid the flat rate for a 50 hour week for all hours worked, instead of the 45 hour flat rate.

- 8.1.3 In no case will an FTM be paid less than the applicable ordinary hourly rate, from the relevant pay and classification scale, as amended from time to time. The pay and classification scale is amended in accordance with the relevant legislation.

8.2 Payment of Wages

Payment of wages shall be by direct deposit/electronic funds transfer on a weekly basis to a bank account nominated by the FTM. Where a public holiday or weekend falls on the normal pay day, the payment shall be made as is practicable after the normal pay day.

8.3 Juniors

For both Base and Flat rate FTMs, the following weekly minimum wages rates will apply:

juniors aged 15-16 years	40%
juniors aged 16-17 years	55%
juniors aged 17-18 years	75%

of the Mineworker - Induction Level 2 weekly wage rate

9. ALLOWANCES

The Allowances set out in clause 9 shall be paid in addition to either the base rate of pay or the flat rate of pay applicable to the FTM who becomes eligible for the allowance, except where the allowance has already been incorporated.

Where an FTM is paid an above Agreement payment in accordance with Clause 12, such additional payment shall incorporate all allowances which might otherwise apply to the FTM. Provided that the total payment to the FTM is not less than they would have received under the Agreement.

Allowance	Rate	Application
Accident Pay	First 39 weeks, the difference between the insurers rate and the rate the FTM would have received on paid sick leave and for the next 39 weeks, the difference between the insurers rate and the rate prescribed for that classification at the date of injury.	<p>Capped at 78 weeks or Until incapacity ceases, whichever comes first.</p> <p>No entitlement for payment during paid annual or long service leave or public holiday.</p> <p>If the FTM receives damages from a third party, the FTM will repay all monies paid by the Company under this entitlement.</p> <p>The 78 weeks starts from the date of injury and all intermittent absences from the same injury are added for the purposes of calculating the 78 weeks.</p>
Washery Allowance	\$3.82 per day or per shift. minimum payment of \$1.91	<p>Where an FTM is employed in or about a washery.</p> <p>This allowance is in substitution of all other disability payments except water money.</p>
Water Money	\$2.97 per shift	<p>Where, through no fault of the FTM, and in the course of duties, an FTM's clothing becomes wet.</p> <p>The FTM is to notify the supervisor of the intention to claim water money and the reasons for making it as soon as is possible.</p>

Allowance	Rate	Application
Shaft Sinking or Drift Driving (NSW only)	\$10.31 per day or shift for each day of attendance or paid absence from work	When an FTM is a member of a crew engaged in the sinking of a shaft or the driving of a drift. This allowance is in substitution for all other disability payments, except water money.
Live Sewer Work (Queensland only)	An allowance calculated at the rate of 50% of the ordinary time hourly rate for such work. FTMs required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) must be paid for a minimum of 4 hours at the above rate. A minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.	When an FTM is engaged in live sewer work which means:- - work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing; - where mechanical and electrical equipment is installed in association with any such sewer or sewerage pumping station or treatment or treatment works, but does not apply to routine maintenance which does not require the dismantling of pumps etc; but does not include where aerial connection with a sewer is blocked by a disk, plug, valve, water seal or other means.
Dirty Work	\$1.38 per shift	Where an FTM has to handle machinery, equipment, appliances or gear of any description which is covered with oil or grease.
Heat Allowance	\$1.38 per hour and a twenty minute rest after every two hours work without deduction of pay	Where an FTM is required to work in any place where the shade temperature is raised by artificial means to 46 degrees celsius or more.
Timber Drawing Allowance	\$3.56 per shift or part of a shift	Where an FTM is engaged in withdrawing timber, roof bolts or channel irons, out of areas where pillars have been extracted or from goaf areas in longwall workings or from abandoned roadways or workings.
High Money (Northern District of NSW)	\$0.82 per day \$3.56 per day	When bratticemen are called upon to erect brattice in places at a height in excess of 4.8 metres Members of mechanical units called upon to inspect falls in excess of 4.8 metres in height

Allowance	Rate	Application
Confined Spaces Allowance (Electrical/ Mechanical – FEDFA)	\$0.48 per hour	FTMs working in a space, the dimensions of which necessitate working in a stooped or otherwise cramped position or without proper ventilation, or where confinement within a limited space is unusually discomforting.
Height Money (Electrical/ Mechanical)	\$1.38 per shift	Where an FTM is engaged on work at a height of 7.5 metres or more above the nearest horizontal plane
Shaft Work (Electrical/ Mechanical) Longwall Allowance (NSW only)	\$3.56 per shift. Minimum payment is \$1.78. \$32.90 per week i.e. \$6.58per day. Minimum payment of \$3.29	An FTM is engaged on shaft work. When employed in or about longwall operations.
Erection of Scaffolding	\$2.15 per shift	Where FTMs, other than contract workers are called upon to erect scaffolding in places of a height of 4.8 metres or over
First Aid Officer Allowance (does not apply to FTMs employed under the open cut or underground work models)	\$4.62 per day or shift or attendance at or paid absence from work.	Where an FTM is appointed as a first aid officer by the Company
First Aid Attendant Allowance (does not apply to FTMs employed under the open cut or underground work models).	\$2.74 per day or shift	Where an FTM is appointed as a first aid attendant by the Company

Allowance	Rate	Application
Boom Welding Allowance (does not apply to FTMs employed under the open cut work model).	\$0.57 an hour	Where an FTM carries out pressure or x-ray standard welding on booms
Licensed Plumber Allowance (does not apply to FTMs employed under the open cut or underground work models).	\$14.55 per week for all purposes of the award.	Where an FTM is a licensed plumber and required to act on such licence
Underground Allowance (Electrical/ Mechanical)	\$1.38 per day or shift	An adult FTM who works underground on any shift.
Additional Shift Allowance - Open Cut FTMs	\$2.55 per afternoon shift and \$5.12 per night shift (additional to the shift work rates in clause 27.2)	Where an FTM is engaged on afternoon shift and/ or night shift at open cut workings and who is in receipt of the 15% shift allowance
Tool Allowance	FTMs required to provide necessary tools must be paid an additional \$9.86 per week	Employers will continue to supply tools customarily supplied by them
Working Clothes & Safety Boots	Reimbursement by the employer each year for one pair of safety boots & two sets of industrial outer clothing, the articles are to be at a standard normally issued by the Company. This provision does not apply where such footwear & clothing are supplied to the FTM at the employer's expense.	FTMs required to provide & wear industrial outer clothing & safety boots.

Allowance	Rate	Application
Transport	<p>1. For Permanent FTMs only, reimbursement of any expense reasonably incurred in excess of expense usually incurred travelling between home and normal place of work.</p> <p>2. For Permanent FTMs, payment at ordinary rates for all time reasonably spent outside ordinary hours of work travelling between home and the temporary location beyond the time usually spent in travelling between home and the ordinary location and/or reimbursement of any expense reasonably incurred in such travelling in excess of the expense usually incurred travelling between home and the FTMs ordinary location for their current assignment.</p> <p>3. Payment for one hour at ordinary rates or the provision of transport at the employer's cost.</p>	<p>When FTM is required to work during annual leave shutdown and the normal means of transport is unavailable and provided the FTM attends for work and performs such work as the employer reasonably requires.</p> <p>When FTM is required to temporarily work away from their ordinary location.</p> <p>When an FTM works shift work, overtime or pre-shift overtime and the FTMs normal means of transport is unavailable.</p>

10. SUPERANNUATION

The Company will comply with all relevant superannuation legislation.

11. REDUNDANCY

The redundancy provisions of clause 11 only apply to permanent FTMs.

11.1 Definitions

- (a) Business includes trade, process, business or occupation and includes part of any such business.
- (b) Redundancy occurs where the Company has made a definite decision that the Company no longer wishes the job the FTM has been doing done by anyone and that decision leads to the termination of employment of the FTM, except where this is due to the ordinary and customary turnover of labour.

- (c) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (d) Week's pay for the purposes of this clause means the ordinary base rate of pay for the FTM concerned as prescribed by Schedule 2. Provided that such rate shall exclude:
 - overtime
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

11.2 Severance pay

11.2.1 Severance pay

An FTM whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* Week's pay is defined in 11.1(d).

11.2.2 Provided that the severance payments shall not exceed the amount which the FTM would have earned if employment with the Company had proceeded to the FTM's normal retirement date.

11.2.3 Continuity of service shall be calculated in the following manner:

- (a) Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating continuous service:
 - in a 12 month period the FTM is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (i.e. worker's compensation leave, paid sick leave, paid carers leave).
 - long service leave, annual leave, public holidays, paid bereavement leave, paid training leave and jury service taken by an FTM will count as time worked.
 - any interruption or termination of the employment by the Company which has been made with the intention of avoiding obligations under this clause.

- (b) Absences from work which do not count as time worked in calculating continuous service but do not break continuity of service for the purposes of this Agreement include:
- any absence with reasonable cause, proof of which shall be required of the FTM.
 - any leave without pay taken with the agreement of the Company.
 - parental leave.
- (c) Where the business is transmitted from one company to another, as set out in clause 11.3 of this Agreement, the period of continuous service that the FTM had with the transmitter or any prior transmitter shall be deemed to be service with the transferee and taken into account when considering an FTM's continuous service.

11.3 Transmission of business

11.3.1 The provisions of this clause are not applicable if the Company's business is transmitted from the Company (in this clause called the transmitter) to another Company (in this clause called the transferee), in any of the following circumstances:

- (a) Where the FTM accepts employment with the transferee which recognises the period of continuous service which the FTM had with the transmitter to be continuous service of the FTM with the transferee; or
- (b) Where the FTM rejects an offer of employment with the transferee:
- (i) 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 FTM at the time of ceasing employment with the transmitter; and
 - (ii) which recognises the period of continuous service which the FTM had with the transmitter to be continuous service of the FTM with the transferee.

11.4 FTMs exempted

This clause does not apply to:

- FTMs terminated as a consequence of serious misconduct; or
- Probationary FTMs; or
- FTMs engaged for a specific period of time or for a specified task or tasks; or
- Casual FTMs; or

11.5 Incapacity to pay

The Australian Industrial Relations Commission (the Commission) may vary the severance pay prescription on the basis of the Company's incapacity to pay. An application for variation may be made by the Company.

11.6 Alternative employment

- (a) The Company, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an FTM.
- (b) This provision does not apply in circumstances involving transmission of business in clause 11.3.

11.7 Job Search entitlement

- 11.7.1 During the period of notice of termination given by the Company in accordance with clause 5.6.1, an FTM 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.
- 11.7.2 If the FTM has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the FTM shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

12. PERFORMANCE INCENTIVE BONUS

Due to the unique nature and conditions associated with the industry the Parties agree that the Company may develop and implement a performance or skills bonus scheme to apply to an FTM(s) engaged under this Agreement and subject to the following:

- (a) The bonus will take into account and be based upon skills, safety, production, quality, equipment condition, environmental compliance, market conditions, performance or any other criteria as determined by the Company;
- (b) The Parties agree that the bonus is only payable where an FTM's skills are critical and productivity exceeds productivity targets as determined by the Company;
- (c) The bonus will be tailored by the Company to suit the nature of the activities performed by individual FTMs;
- (d) The bonus will be in addition to any employment benefits provided for in this Agreement and may be paid as an hourly supplement to classification wages or as a weekly or one-off lump sum amount;
- (e) In the event that the individual bonus applies to only one classification it will not have a flow on to other areas of work or classifications under this Agreement;
- (f) The Company has absolute discretion with regard to the implementation and/or content and/or payment of the bonus scheme and may withdraw the bonus scheme at any time.

13. HOURS OF WORK – FLAT RATE FTM

- 13.1 The provisions of clause 13 shall only apply to FTMs in receipt of the flat rate of pay as prescribed in Schedules 3 and 4 for the classification of work being performed.
- 13.2 The ordinary hours of work for flat rate FTMs shall be a standard work week plus reasonable additional hours prescribed in Schedules 3 and 4 averaged over the particular work cycle being worked.

- 13.3 A flat rate FTM shall be employed on either day work or shift work and work hours as rostered by the Company to meet business operational needs. The shift work definitions in clause 14.4.1 shall be applied to determine if work is shift work.
- 13.4 Ordinary hours of work for FTMs will be a maximum of 10 per day and can be worked on any day Monday to Sunday inclusive.
- 13.5 Work shall be performed in accordance with the following work patterns:
- (a) 5 days on, 2 days off; or
 - (b) 4 days on, 4 days off; or
 - (c) 5 days on, 5 days off; or
 - (d) 7 days on, 7 days off; or
 - (e) 10 days on, 4 days off; or
 - (f) 11 days on, 3 days off; or
 - (g) 14 days on, 7 days off; or
 - (h) 21 days on, 7 days off; or
 - (i) any other reasonable combination as determined by the Company.
- 13.6 All hours worked by a flat rate FTM are paid at the rate as prescribed by Schedules 3 and 4 irrespective of when the hours are worked. This includes overtime hours. However, where a Flat rate FTM works, over a roster period, in excess of the flat rate hours, they shall be paid for all time worked in the roster period at the higher relevant pay rate. For example, a Flat rate FTM who is engaged to work 55 hours over a roster period and who works in excess of an average of 55 hours (e.g. 56 hours) over the roster period, will be paid for all time worked in the roster period at the 60 hour rate of pay.
- 13.7 FTMs are required to work reasonable additional hours (beyond rostered hours) where the company deems it necessary
- 13.8 For flat rate FTM shift workers, the provisions of clause 13.6 shall apply where an FTM works in excess of the specified hours for the flat rate over a roster period.
- 13.9 Flat rate FTMs do not receive any additional payment for overtime loadings, weekend penalty rates, shift penalties, annual leave loading, casual loading (where applicable), public holiday rates or time worked outside the spread of hours as these have been incorporated into the flat rate.

14. HOURS OF WORK – BASE RATE FTM

14.1 Base rate FTM

14.1.1 The provisions of clause 14 shall only apply to FTMs in receipt of the base rate of pay as prescribed in Schedule 2 for the classification of work being performed.

14.2 Hours of Work – Day Work

14.2.1 The ordinary hours of work for full time base rate FTMs working day work, shall be 35 per week or an average of 35 hours per week over the roster period.

14.2.2 An FTM will also be expected to work reasonable additional hours.

14.2.3 The maximum ordinary hours of work on any one day shall be 10 hours.

14.2.4 Ordinary hours can be worked on any day Monday to Sunday inclusive.

14.2.5 Work shall be performed in accordance with the following work patterns:

- (a) 5 days on, 2 days off; or
- (b) 4 days on, 4 days off; or
- (c) 5 days on, 5 days off; or
- (d) 7 days on, 7 days off; or
- (e) 10 days on, 4 days off; or
- (f) 11 days on, 3 days off; or
- (g) 14 days on, 7 days off; or
- (h) 21 days on, 7 days off; or
- (i) any other reasonable combination as determined by the Company.

14.3 Overtime – Base Rate FTMs

14.3.1 Base rate FTMs are required to work reasonable overtime where the Company deems it necessary.

14.3.2 All hours worked:

- (a) subject to clause 15, beyond 35 hours per week; or
- (b) beyond 10 hours on any day; or
- (c) on an RDO,

shall be paid as overtime.

14.3.3 All approved overtime hours worked Monday to Friday by five day roster FTMs shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter.

- 14.3.4 All approved overtime hours worked by Shift workers who work weekends (6/7 day Rosters), these FTMs shall be paid at double time (exclusive of any allowances), for all time worked.
- 14.3.5 All approved overtime hours worked by FTMs on Saturday or Sunday shall be paid at double time (exclusive of any allowances) for all time worked.
- 14.3.6 Overtime for casual FTMs is exclusive of casual loading.

14.4 SHIFT WORK

14.4.1 Definitions

Afternoon shift means any shift, the ordinary hours of which finish after 6.00pm and at or before midnight.

Night shift means any shift, the ordinary hours of which finish after midnight and at or before 8.00am.

Permanent night shift FTM is an FTM who:-

- (a) works night shift only; or
- (b) stays on night shift for a longer period than 4 consecutive weeks; or
- (c) works on a roster that does not give at least one-third of the FTM's working time off night shift in each roster cycle.

14.4.2 Shift Work Rates

Type of Shift:	Shift Rates:
Day Shift	Ordinary Time
Afternoon and Rotating Night Shifts: <ul style="list-style-type: none"> • Ordinary Hours Overtime Hours <ul style="list-style-type: none"> • 6 and 7 day roster (where weekends are worked as part of ordinary hours) • all others 	115% of the ordinary time rate overtime penalty rate plus 15% of the ordinary time rate for the time worked overtime penalty rate
Permanent Night Shift Ordinary Hours Overtime Hours <ul style="list-style-type: none"> • 6 and 7 day roster (where weekends are worked as part of ordinary hours) • all others 	125% of the ordinary time rate overtime penalty rate plus 25% of the ordinary time rate for the hours worked overtime penalty rate

14.4.3 Change of Shift for Permanent Day Shift FTMs

14.4.3.1 For at least 3 Consecutive Working Days

If an FTM who normally works on day shift only is required to work shift work on at least three consecutive working days then the FTM will be paid at overtime rates for the first

afternoon or night shift so worked and after that the FTM will be paid in accordance with the provisions of Clause 14.4.2 for any other shifts.

14.4.3.2 For less than 3 Consecutive Working Days

If the FTM is required to work shift work for a period less than three consecutive working days then overtime rates will be paid for any afternoon or night shift work. An exception to this is where the requirement is caused by the failure of any other FTM to come on duty at the proper time.

14.5 WEEKEND WORK

14.5.1 Minimum payment for work on Saturday and Sunday

An FTM called on to work on a Saturday or Sunday will be paid for at least three hours at the appropriate rate. The exceptions to this are where:

- the FTM is on ordinary hours of work; or
- the Saturday or Sunday work is continuous with work started the previous day.

14.5.2 Payment for Weekend Work for Monday to Friday FTMs

Day of the Weekend:-	Rate of Pay:-
Saturday	first 3 hours - time and a half after 3 hours - double time
Sunday	double time

14.5.3 Payment for Weekend Work for 7, 6 or 5 Day Weekend Roster FTMs

Day of the Weekend:-	Rate of Pay:-
Saturday - ordinary hours	first 4 hours - time and a half after 4 hours - double time
Saturday - overtime hours	double time
Sunday	double time

15. ROSTERED DAYS OFF (RDOS)

15.1 Clause 15 applies to both flat rate FTMs and base rate FTMs.

15.2 RDOs may be implemented at a site or workplace as approved by the Company, to meet the Company's operational requirements.

15.3 The following RDO arrangements may be implemented:

- (a) No RDOs in place; or
- (b) ½ to 1 RDO per 2, 4 or 8 week cycle as specified by the Company, where hours worked per day will accrue on a daily basis at the relevant rate.

Examples (using a 5 day roster, 35 hour FTM):

1 RDO per 2 week cycle accrues at the rate of 0.8 hours per day; or

1 RDO per 4 week cycle accrues at the rate of 0.4 hours per day; or

1 RDO per 8 week cycle accrues at the rate of 0.2 hours per day.

- 15.4 An RDO may, by mutual agreement between the Company and the FTM, be deferred and taken at an alternative date.
- 15.5 Any deferred RDO shall be taken within a period of 6 months from the date of the deferment. If the RDO is not taken within a period of 6 months it shall be paid out, on application by the FTM, at the FTM's ordinary hourly rate.
- 15.6 Clause 14.3.2(a) shall not apply to base rate FTMs who are accruing an RDO. However, overtime payments of time and a half for the first two hours and double time thereafter shall be paid to base rate FTMs for time directed to be worked in excess of 35 hours plus the RDO accrual time. Flat rate FTMs will continue to be paid their flat rate as prescribed by Schedules 3 and 4.

Examples (using a 5 day roster, 35 hour FTM):

Where 1 RDO is accrued at the rate 0.8 hours per day over a 2 week cycle, overtime shall be paid after 39 hours in a week.

Where 1 RDO is accrued at the rate 0.4 hours per day over a 4 week cycle, overtime shall be paid after 37 hours in a week.

Where 1 RDO is accrued at the rate of 0.2 hours per day over an 8 week cycle, overtime shall be paid after 36 hours in a week.

- 15.7 All hours worked by a flat rate FTM on their RDO shall be paid for at their ordinary flat rate as prescribed by Schedules 3 and 4.
- 15.8 Where an FTM terminates employment with the Company with time accrued towards an RDO, such accrued time shall be paid out at the FTM's base rate of pay or flat rate of pay (whichever is applicable to the particular FTM).
- 15.9 An RDO may be cashed out at the requesting FTM's base rate of pay (exclusive of any allowances) or flat rate of pay (whichever is applicable to the particular FTM) subject to the Company's absolute discretion.

16. RECALL

- 16.1 An FTM who is recalled to work overtime after leaving the mine (whether the FTM was notified before or after leaving the mine) will be paid for at least four hours work at the appropriate rate for each time the FTM is recalled.
- 16.2 Except where unforeseen circumstances arise, the FTM will not be required to work the full four hours if the job to be performed is completed within a shorter period.
- 16.3 16.1 and 16.2 will not apply in the following cases:
- where it is customary for an FTM to return to the mine to perform a specific job outside the FTM's ordinary working hours; or
 - where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.

16.4 Call-back less than Four Hours

Overtime worked in the circumstances specified in 16.1 will not be regarded as overtime for the purposes of a fatigue break as set down in clause 17 , if the actual time worked is less than four hours on any recall or on each of any recalls.

17. **FATIGUE BREAK**

17.1 An FTM who works so many hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the FTM has not had at least 10 consecutive hours off duty between these times shall, subject to clause 17 be released after completion of such overtime until the FTM has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

17.2 If on the instructions of the Company, an FTM resumes or continues work without having had 10 consecutive hours off duty, the FTM shall be paid double time until they are released from duty and will be entitled to be absent until 10 consecutive hours off duty has been taken, without loss of pay for ordinary working time occurring during the absence.

18. **BREAKS**

A period of thirty minutes will be allowed each shift for crib to be taken. This period will be counted as time worked.

18.1 **When a Crib Break is to be Taken**

An FTM will not be required to work for more than five hours without a break for crib.

If an FTM works for more than five hours without a break for crib then the FTM will be paid for any work beyond five hours at overtime rates until a crib break is allowed.

18.2 **Working on after Knock-off Time on 7 Ordinary Hour Shifts**

18.2.1 If the period of overtime an FTM is required to work is more than one and half hours (exclusive of crib time) then the FTM will, unless agreed otherwise, before starting this overtime be allowed at least 30 minutes for a meal without deduction of pay.

18.2.2 The FTM will also, unless notified the previous day of the requirement to work overtime, be supplied with a meal or paid a meal allowance of \$10.80. When an FTM can reasonably go home for a meal, this payment will not apply.

18.2.3 After each four hours of overtime worked after a crib break the FTM will have a further crib break and either be supplied with a meal or be paid a meal allowance of \$10.80.

18.3 **Working on after Knock-off time on Shifts other than 7 Ordinary Hours**

If shifts of other than 7 ordinary hours are worked, appropriate arrangements will be agreed to ensure that an FTM working on after knock-off time is allowed adequate breaks for crib, using Clause 18.2 as a guide.

19. LEAVE ENTITLEMENT

19.1 Annual Leave (Permanent FTMs)

19.1.1 Entitlement

(a) The amount of annual leave entitlement depends upon the FTM's roster. The amounts are:

FTM's Roster:	Annual Leave Entitlement:
Monday to Friday only	5 weeks
6 day roster or 5 day weekend roster	5 weeks
7 day roster of 7 ordinary hour shifts	30 ordinary working days
Rosters which require work on public holidays and at least 34 Sundays per year.	6 weeks
Other rosters	As agreed between the relevant parties or, in the absence of agreement, to be dealt with in accordance with Clause 19.1.3.

(b) Where an FTM changes roster during the course of the year, the FTM's entitlement to annual leave will be calculated on a pro rata basis.

(c) A guide for establishing the amount of annual leave for other rosters is:-

(i) six weeks per year for:

- seven day rosters, or
- rosters requiring work on public holidays and at least 34 Sundays per year; and

(ii) five weeks per year otherwise.

(d) The period of annual leave shall be exclusive of any public holiday that occurs during the period.

(e) Annual leave may be taken in any combination of days or weeks agreed between the Company and the FTM.

(f) Annual leave is cumulative from year to year.

(g) Part-time FTMs accrue annual leave on a pro-rata basis.

19.1.2 Rate of Pay for Annual Leave

Annual leave shall be paid at an FTM's ordinary hourly rate, as applicable immediately prior to the taking of annual leave.

19.1.3 Calculation of Annual Leave Pay

(a) A base rate FTM taking annual leave must be paid the greater of:-

- the FTM's ordinary rate of pay plus a loading of 20% of that rate, or

- the FTM's projected roster earnings for the period of annual leave, including:-

Roster Type

7 Day	Rostered Saturday, Sunday and Public Holidays (up to double time), shift allowances and any rostered overtime
6 Day	Rostered Saturday, Sunday and Public Holidays (up to double time) and any rostered overtime
Monday to Friday	Any rostered overtime

- (b) Annual leave for flat rate FTMs shall be paid based on the flat rate of pay as prescribed by Schedules 3 and 4 for the classification of work performed. No additional leave loading is payable on the flat rate.

19.1.4 Notice of Taking Annual Leave

An FTM must give one month's notice of their intention to take annual leave. Annual leave applications are approved or declined by the Company upon consideration of its operational requirements.

19.2 Personal / Carer's Leave

19.2.1 Entitlement (Permanent FTMs)

- (a) A full-time FTM shall be entitled to 10 days paid personal leave per year of continuous service with the Company, in accordance with and subject to the provisions of the *Workplace Relations Act 1996*. A part-time FTM accrues personal leave on a pro-rata basis.
- (b) Personal leave is cumulative.
- (c) Paid personal leave can be taken as either:
 - (i) paid leave taken by an FTM because of a personal illness or injury of the FTM ("Sick Leave"); or
 - (ii) leave taken by an FTM to provide care or support to a member of the FTM's immediate family, or a member of the FTM's household, who requires care or support ("Carer's Leave") because of:
 - A. a personal illness or injury of the member; or
 - B. an unexpected emergency affecting the member.
- (d) Personal Leave shall not apply for illnesses or injury covered by workers' compensation.
- (e) In any 12 month period an FTM is only entitled to take a maximum of 10 days of their paid personal leave entitlement for the purposes of Carer's Leave.
- (f) An FTM shall not be entitled to be paid or deducted personal leave for more hours than the FTM would have ordinarily worked on that day.

19.2.2 Payment

Personal leave will be paid at the FTM's ordinary rate of pay, whether base rate or flat rate. To be paid personal leave, an FTM must meet the following requirements:

- (a) Have an accrued entitlement to the period of leave;
- (b) Notify the Company of the absence as soon as reasonably practicable;
- (c) Provide evidence consistent with the *Workplace Relations Act 1996*;
- (d) In circumstances where an FTM has, in any 12 month period, taken personal leave for more than two consecutive days or on more than two single day absences, the FTM must substantiate all further personal leave within the applicable 12 month period via the production of a medical certificate, or, if it is not reasonably practicable to provide a medical certificate, then a statutory declaration.

19.2.3 An FTM whose employment is terminated:-

- by retrenchment;
- through the operation of mineworkers' pension legislation because of age;
- by the employer because of ill health; or
- by death;

must, if the FTM has ten or more days of unused sick leave, be granted seven ordinary hours pay for each day of that unused sick leave entitlement.

- 19.2.3.1 When an employer terminates the employment of an FTM during a period of absence on paid sick leave, the FTM must be paid until the FTM has no further accumulation of sick leave or until the FTM is fit for duty, whichever first occurs.

19.2.4 Casual FTMs

Casual FTMs will be entitled to 2 days of unpaid carers leave in accordance with the *Workplace Relations Act 1996*.

19.3 Parental Leave

FTMs will be entitled to Parental Leave in accordance with the *Workplace Relations Act 1996*.

19.4 Compassionate Leave

- 19.4.1 In accordance with and subject to the requirements of the *Workplace Relations Act 1996*, a permanent FTM is entitled to 2 days of compassionate leave for each occasion when a member of the FTM's immediate family or a member of the FTM's household;

- a) Contracts or develops a personal illness that poses a serious threat to his/her life; or
- b) Sustains a personal injury that poses a serious threat to his/her life; or
- c) Dies.

- 19.4.2 An FTM is entitled to compassionate leave if the leave is for the purpose of spending time with the FTM's immediate family member or member of the household in the circumstances of clause 19.4.1(a) or 19.4.1(b).

- 19.4.3 The FTM will be required to give the Company any evidence that the Company reasonably requires of the illness, injury or death.
- 19.4.4 Payment for Compassionate Leave shall be at the amount the permanent FTM would reasonably have expected to be paid if the FTM had worked for the period of paid leave.
- 19.4.5 Casual FTMs will be entitled to 2 days of unpaid compassionate leave in accordance with the *Workplace Relations Act 1996*.

19.5 Long Service Leave

All FTMs shall be entitled to long service leave in accordance with the relevant State or Territory Legislation by operation of 16(3)(f) of the *Workplace Relations Act 1996* and not by the operation of this Agreement.

19.6 Jury Service Leave

All permanent FTMs shall be entitled to paid time off to attend Jury Service subject to providing evidence to the company of attendance and the repayment of monies paid for such service to the Company.

20. PUBLIC HOLIDAYS

20.1 Entitlement - The public holidays for the purpose of this Agreement shall be:

- Christmas Day,
- Boxing Day,
- New Years day,
- Australia day,
- Good Friday,
- Easter Saturday,
- Easter Monday,
- Anzac day,
- Labour Day, as gazetted in the relevant State or Territory,
- Queens Birthday, and
- Any other day as gazetted in the relevant State or Territory

20.2 FTMs may be required to work on public holidays.

20.3 All base rate FTMs, other than casuals shall be entitled to payment for Public Holidays as prescribed without loss of ordinary pay, except where an FTM has agreed to work on a Public Holiday and is absent without the consent of the Company or absent without reasonable cause.

20.4 A base rate FTM required to work on a public holiday as prescribed by this clause shall be paid at the rate of double time for all time so worked in addition to payment for the day at the FTMs ordinary rate of pay. Flat rate FTM's shall be paid at their ordinary flat rate of pay for any work performed on a public holiday.

20.5 The Company and a majority of the affected FTMs may agree to substitute one of the prescribed public holidays for another day and the prescriptions of this clause will apply to the substituted day. To meet individual or company needs, the Company and any FTM may agree to substitute a public holiday in circumstances where the majority does not agree, or may agree to substitute a public holiday on a day different to that determined by the majority.

20.6 A permanent FTM who has been employed continuously for two weeks and who is:

(a) terminated by the Company; or

(b) stood down during December;

and is re-employed by the Company at any time before the end of January in the following year; shall be paid for the public holidays of Christmas Day, Boxing Day and New Years Day when those days occur during the period of the termination or standing down.

SCHEDULE 1 CLASSIFICATION DEFINITIONS

Classification

Mineworker (Non-Trades Induction)
Mineworker (Trades Induction)

Mineworker Level 1
Mineworker Level 2
Mineworker Level 3
Mineworker Level 4

Mineworker (Non-Trades Induction)

This is the entry level for a non-trade FTM who is undertaking the statutory/generic and/or minesite induction.

Mineworker (Trades Induction)

This is the entry level for a certificated tradesperson who is undertaking the statutory/generic and/or minesite induction.

Mineworker Level 1

This level would apply to non trades qualified FTMs with less than 4 advanced competencies. At this level the FTM may continue to learn further competencies under supervision.

Mineworker Level 2

This level would apply to trades qualified FTMs or a trades qualified FTM with 4 or more advanced competencies.

Mineworker Level 3

This level would apply to trades qualified FTMs who are also required to supervise the work of others.

Mineworker Level 4

This would be the level applied for Supervisor or Safety Officer roles.

SCHEDULE 1 (b) INDICATIVE COMPETENCIES

1(b).1 Open Cut Mines

The following lists are not exhaustive, but rather are indicative of the types of competencies utilised in open cut mines.

INDUCTION

Induction (Generic, Minesite); Interpersonal; First Aid; Fire Fighting; Occupational Health and Safety;

ADVANCEMENT COMPETENCIES

Dragline operation; Auger operation; Truck operation; Shovel operation; Cable handling; Drilling; Blasting; Shotfiring; Scraper operation; Excavator operation; Loader operation; Grader operation; Dozer operation; Pit Dewatering; Equipment servicing and maintenance; Washplant operation; Coal handling; Reclaim operation; Loader operation; Grader operation; Load out operation; Crusher/conveyor operation; Washplant servicing and maintenance; Tire fitting; Crane operation; Rigging & dogging; Cross-trade skilling;

While an employer may require an FTM to become competent in one or more of the following, these competencies will not be required for advancement through the classification structure;

Equipment servicing; Medium vehicles operation; Low loaders operation; Scaffolding; Minor maintenance; Conveyors; Bobcat; etc:

1(b).2 Underground Mines

The following lists are not exhaustive, but rather are indicative of the types of competencies utilised in underground mines.

INDUCTION

Induction (Generic, Minesite); Interpersonal; First Aid; Fire Fighting; Occupational Health and Safety;

ADVANCEMENT COMPETENCIES

Face operations, Continuous Miner; Shuttle car operation; FCT operation; Strata control; Bord & pillar mining; Face operations, Longwall; Supports installation; Shearer operation; AFC operation; Stage loader operation; Ancillary equipment; Face operations, Shortwall; Recovery & installation of major equipment; Drift & shaft operations; Environmental monitoring; Ventilation control; Fire control & emergency procedures; Geomechanics; Exploration techniques; Training/Safety co-ordination; Systematic Safety Assessment technique; Reviewing complex tasks and resources; Environmental management; Undermanager functions; Deputy functions; Shotfirer; Process Monitoring Control; Washery operations; Train loading operations; Railway maintenance; Haulage winder operation; Cross-trade skilling;

OTHER COMPETENCIES

While an employer may require an FTM to become competent in one or more of the following, these competencies will not be required for advancement through the classification structure;

Coal haulage; Mine services; T.Q.C. principles; Roadways; Roof & rib support; Gas drainage; Riggers certificate; Surface operations; Coal stockpile & reclaim; Washery services:

SCHEDULE 2 ORDINARY HOURLY RATE – BASE RATE FTMs

Classification	Ordinary Hourly Rate \$	Casual Hourly Rate \$
Mineworker (Non-Trades Induction)	17.15	20.58
Mineworker (Trades Induction)	17.51	21.01
Mineworker Level 1	17.51	21.01
Mineworker Level 2	18.81	22.57
Mineworker Level 3	19.78	23.74
Mineworker Level 4	21.95	26.34

SCHEDULE 3 ORDINARY HOURLY RATE – PERMANENT FLAT RATE FTMS

DAY WORKERS																			
Maximum Hours per Week		45 Hour Week			50 Hour Week			55 Hour Week			60 Hour Week			65 Hour Week			70 Hour Week		
Classification	Hourly Base Rate	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days
		Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun
Mineworker (Non-Trades Induction)	17.15	20.80	24.42	24.42	21.64	23.69	23.69	22.47	24.66	23.72	22.89	24.60	24.60	23.37	24.95	25.35	24.15	25.62	25.99
Mineworker (Trades Induction)	17.51	21.24	24.93	24.93	22.09	24.19	24.19	22.95	25.18	24.22	23.37	25.12	25.12	23.86	25.48	25.88	24.66	26.16	26.53
Mineworker Level 1	17.51	21.24	24.93	24.93	22.09	24.19	24.19	22.95	25.18	24.22	23.37	25.12	25.12	23.86	25.48	25.88	24.66	26.16	26.53
Mineworker Level 2	18.81	22.81	26.78	26.78	23.73	25.99	25.99	24.65	27.04	26.02	25.10	26.99	26.99	25.63	27.37	27.80	26.49	28.10	28.50
Mineworker Level 3	19.78	23.99	28.17	28.17	24.95	27.33	27.33	25.92	28.44	27.36	26.40	28.38	28.38	26.95	28.78	29.24	27.86	29.55	29.97
Mineworker Level 4	21.95	26.62	31.26	31.26	27.69	30.32	30.32	28.77	31.56	30.36	29.29	31.49	31.49	29.91	31.94	32.44	30.91	32.79	33.26

AFTERNOON & NIGHT SHIFT WORKERS																			
Maximum Hours per Week		45 Hour Week			50 Hour Week			55 Hour Week			60 Hour Week			65 Hour Week			70 Hour Week		
Classification	Hourly Base Rate	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days
		Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun
Mineworker (Non-Trades Induction)	17.15	22.80	25.85	26.99	23.44	25.24	26.27	24.11	26.01	26.29	24.39	25.89	27.18	24.76	26.14	27.92	25.44	26.72	28.56
Mineworker (Trades Induction)	17.51	23.28	26.39	27.56	23.93	25.77	26.82	24.62	26.56	26.85	24.90	26.43	27.75	25.28	26.69	28.51	25.97	27.28	29.16
Mineworker Level 1	17.51	23.28	26.39	27.56	23.93	25.77	26.82	24.62	26.56	26.85	24.90	26.43	27.75	25.28	26.69	28.51	25.97	27.28	29.16
Mineworker Level 2	18.81	25.01	28.35	29.61	25.70	27.68	28.81	26.45	28.53	28.84	26.75	28.40	29.81	27.15	28.67	30.62	27.90	29.31	31.33
Mineworker Level 3	19.78	26.30	29.81	31.13	27.03	29.11	30.29	27.81	30.00	30.33	28.13	29.86	31.34	28.55	30.15	32.20	29.34	30.82	32.94

Mineworker Level 4	21.95	29.18	33.08	34.55	30.00	32.30	33.62	30.86	33.29	33.65	31.22	33.14	34.78	31.68	33.46	35.74	32.56	34.20	36.56
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PERMANENT NON-ROTATING NIGHT SHIFT WORKERS																			
Maximum Hours per Week		45 Hour Week			50 Hour Week			55 Hour Week			60 Hour Week			65 Hour Week			70 Hour Week		
Classification	Hourly Base Rate	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days
		Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun
Mineworker (Non-Trades Induction)	17.15	24.13	26.80	28.71	24.64	26.27	27.98	25.20	26.92	28.01	25.39	26.75	28.89	25.68	26.93	29.64	26.30	27.46	30.28
Mineworker (Trades Induction)	17.51	24.64	27.36	29.31	25.15	26.82	28.57	25.73	27.48	28.60	25.92	27.31	29.50	26.22	27.50	30.26	26.85	28.04	30.91
Mineworker Level 1	17.51	24.64	27.36	29.31	25.15	26.82	28.57	25.73	27.48	28.60	25.92	27.31	29.50	26.22	27.50	30.26	26.85	28.04	30.91
Mineworker Level 2	18.81	26.47	29.40	31.49	27.02	28.81	30.69	27.64	29.52	30.72	27.85	29.34	31.69	28.16	29.54	32.51	28.84	30.12	33.21
Mineworker Level 3	19.78	27.84	30.91	33.11	28.41	30.29	32.27	29.07	31.05	32.31	29.28	30.85	33.32	29.62	31.06	34.18	30.33	31.67	34.92
Mineworker Level 4	21.95	30.89	34.30	36.74	31.53	33.62	35.81	32.26	34.45	35.85	32.50	34.23	36.98	32.87	34.47	37.93	33.65	35.14	38.75

SCHEDULE 4 ORDINARY HOURLY RATE – CASUAL FLAT RATE FTMs


DAY WORKERS																			
Maximum Hours per Week		45 Hour Week			50 Hour Week			55 Hour Week			60 Hour Week			65 Hour Week			70 Hour Week		
Classification	Hourly Base Rate	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days
		Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun
Mineworker (Non-Trades Induction)	20.58	23.47	27.09	27.09	24.04	26.09	26.09	24.66	26.84	25.90	24.89	26.60	26.60	25.22	26.80	27.20	25.87	27.34	27.70
Mineworker (Trades Induction)	21.01	23.96	27.66	27.66	24.54	26.64	26.64	25.18	27.40	26.45	25.41	27.16	27.16	25.75	27.36	27.77	26.41	27.91	28.29
Mineworker Level 1	21.01	23.96	27.66	27.66	24.54	26.64	26.64	25.18	27.40	26.45	25.41	27.16	27.16	25.75	27.36	27.77	26.41	27.91	28.29
Mineworker Level 2	22.57	25.74	29.71	29.71	26.36	28.62	28.62	27.04	29.44	28.41	27.30	29.18	29.18	27.66	29.39	29.83	28.37	29.98	30.39
Mineworker Level 3	23.74	27.07	31.24	31.24	27.72	30.10	30.10	28.44	30.96	29.88	28.71	30.68	30.68	29.08	30.91	31.37	29.83	31.53	31.95
Mineworker Level 4	26.34	30.04	34.67	34.67	30.76	33.40	33.40	31.56	34.35	33.16	31.86	34.05	34.05	32.28	34.30	34.81	33.11	34.99	35.46

AFTERNOON & NIGHT SHIFT WORKERS																			
Maximum Hours per Week		45 Hour Week			50 Hour Week			55 Hour Week			60 Hour Week			65 Hour Week			70 Hour Week		
Classification	Hourly Base Rate	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days
		Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun
Mineworker (Non-Trades Induction)	20.58	25.47	28.52	29.66	25.84	27.64	28.67	26.29	28.20	28.48	26.39	27.89	29.18	26.60	27.99	29.77	27.15	28.44	30.28
Mineworker (Trades Induction)	21.01	26.00	29.12	30.28	26.38	28.22	29.27	26.85	28.79	29.08	26.94	28.48	29.79	27.16	28.58	30.39	27.72	29.04	30.91
Mineworker Level 1	21.01	26.00	29.12	30.28	26.38	28.22	29.27	26.85	28.79	29.08	26.94	28.48	29.79	27.16	28.58	30.39	27.72	29.04	30.91
Mineworker Level 2	22.57	27.93	31.28	32.53	28.34	30.31	31.44	28.84	30.93	31.23	28.94	30.59	32.00	29.18	30.70	32.65	29.78	31.19	33.21
Mineworker Level 3	23.74	29.37	32.89	34.21	29.80	31.88	33.06	30.33	32.52	32.84	30.44	32.17	33.65	30.68	32.28	34.33	31.32	32.80	34.92
Mineworker Level 4	26.34	32.60	36.50	37.96	33.07	35.37	36.69	33.65	36.09	36.45	33.78	35.70	37.34	34.05	35.82	38.10	34.75	36.40	38.75

PERMANENT NON-ROTATING NIGHT SHIFT WORKERS																			
Maximum Hours per Week		45 Hour Week			50 Hour Week			55 Hour Week			60 Hour Week			65 Hour Week			70 Hour Week		
Classification	Hourly Base Rate	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days	5 Days		> 5 Days
		Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun	Mon-Fri	Mon-Sun	Mon-Sun
Mineworker (Non-Trades Induction)	20.58	26.80	29.47	31.38	27.04	28.67	30.38	27.39	29.10	30.19	27.39	28.75	30.89	27.53	28.78	31.48	28.01	29.17	31.99
Mineworker (Trades Induction)	21.01	27.36	30.09	32.03	27.61	29.27	31.02	27.96	29.71	30.83	27.97	29.35	31.54	28.10	29.38	32.14	28.60	29.79	32.66
Mineworker Level 1	21.01	27.36	30.09	32.03	27.61	29.27	31.02	27.96	29.71	30.83	27.97	29.35	31.54	28.10	29.38	32.14	28.60	29.79	32.66
Mineworker Level 2	22.57	29.40	32.32	34.41	29.65	31.44	33.32	30.04	31.92	33.11	30.04	31.53	33.88	30.19	31.57	34.53	30.72	32.00	35.09
Mineworker Level 3	23.74	30.91	33.99	36.19	31.18	33.06	35.04	31.59	33.56	34.82	31.59	33.16	35.63	31.75	33.19	36.31	32.31	33.65	36.90
Mineworker Level 4	26.34	34.30	37.72	40.16	34.61	36.69	38.89	35.05	37.25	38.64	35.06	36.79	39.54	35.23	36.83	40.30	35.85	37.34	40.95

SIGNATORIES

Signed for and on behalf of Workpac Pty Ltd of 182 Robertson Street, Fortitude Valley in the State of Queensland.


Signature

ANTHONY MILLIGAN 21.12.07
Print Name Date


Witness

CLAIRE MAGSON 21.12.07.
Print Name Date