



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Dawsons Mine Maintenance Pty Ltd

(AG2013/328)

DAWSONS MINE MAINTENANCE ENTERPRISE AGREEMENT 2013

Mining industry

COMMISSIONER ASBURY

BRISBANE, 4 MARCH 2013

Dawsons Mine Maintenance Enterprise Agreement 2013 .

[1] An application has been made for approval of an enterprise agreement known as the *Dawsons Mine Maintenance Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Dawsons Mine Maintenance Pty Ltd. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] On 28 February 2013 undertakings were provided by the Employer. Pursuant to s.190 of the Act, I accept the Employer's undertakings. In accordance with s.201(3) of the Act I note that a copy of the undertakings is attached to the Agreement and forms part of the Agreement.

[4] The Agreement is approved and, in accordance with s.54, will operate from 11 March 2013. The nominal expiry date of the Agreement is 4 March 2017.

COMMISSIONER

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SINGLE ENTERPRISE AGREEMENT



FOR LODGEMENT WITH FAIR WORK COMMISSION

Fair Work Act 2009 – Chapter 2, Part 2-4

DAWSONS MINE MAINTENANCE PTY LTD
(ACN 114 346 744)
(ABN 21 114 346 744)

AND

EMPLOYEES OF DAWSONS MINE MAINTENANCE PTY LTD

(FWC No. AG2013/.....)

DAWSONS MINE MAINTENANCE ENTERPRISE AGREEMENT 2013

LODGEMENT OFFICER: Jae Lundstrom

Receipt Date:

THIS AGREEMENT, made under section 172 of the *Fair Work Act 2009* on Tuesday fifth (5th) February 2013, between Dawsons Mine Maintenance Pty Ltd and the Employees of Dawsons Mine Maintenance Pty Ltd, witnesses that the parties mutually agree as follows —

PART 1 - PRELIMINARY

1.1 TITLE

This Single Enterprise Agreement shall be known as the Dawsons Mine Maintenance Enterprise Agreement 2013 (*“the Agreement”*), which replaces Dawsons Mine Maintenance Collective Agreement 2007, Agreement ID AC310464 (WPA/Old ID CAEN073679611).

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Subject Matter Clause No.

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1.3 PARTIES BOUND AND COVERAGE

1.3.1 This Agreement shall be binding on the “Parties” being,

(a) **The Employer**, namely:

- (i) Dawsons Mine Maintenance Pty Ltd trading as Dawsons DMM:
- 50 Greenbank Road, Stratford (Cairns) Queensland 4870;
 - ABN 21 114 346 744 and ACN 114 346 744

(hereinafter referred to as the “*Employer*” or “*the Company*” or “*Dawsons*”)

AND

(b) **The Employees** of:

- (i) Dawsons Mine Maintenance Pty Ltd trading as Dawsons DMM:
- 50 Greenbank Road, Stratford (Cairns) Queensland 4870;
 - ABN 21 114 346 744 and ACN 114 346 744

(hereinafter referred to as the “*Employees*”)

1.3.2 This Agreement shall be binding on all Employees classified within this Agreement.

1.3.3 Where the term “Parties” is used in this Agreement it refers to the Parties identified in this clause.

1.4 OPERATIVE DATE AND DURATION

1.4.1 In accordance with section 54 of the *Fair Work Act 2009*, this Agreement shall commence operation from the date being seven (7) days after the Notice of Approval issued by Fair Work Commission (FWC) stating this Agreement has passed the Better Off Overall Test (BOOT), the nominal expiry date for this Agreement shall be the date being four (4) years from the approval as stated in the Notice.

1.5 ACCESS TO THE ENTERPRISE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

1.5.1 The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom the Agreement/NES applies either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes the Agreement/NES more accessible.

1.6 AWARD RELATIONSHIP

1.6.1 This Agreement will extinguish the following Modern Awards:-

- (a) Mining Industry Award 2010 [MA000011];
- (b) Clerks – Private Sector Award 2010 [MA000002]; and
- (c) Professional Employees Award 2010 [MA000065].

1.6.2 Unless otherwise specified in this Agreement, it is the intention of the Parties to this Agreement that the terms and conditions contained in this Agreement will replace all terms and conditions of any applicable Modern Award (stated or otherwise), Industrial Agreement or Industrial Instrument or any variations thereto that purports to apply to all or any Employees of the Employer.

1.7 DAWSONS PURPOSE AND OBJECTIVES

1.7.1 Purpose

The Employer will effectively, competitively, safely and profitably meet the needs of Client and associated entities, through the delivery of products and services.

1.7.2 Practices

- Customer focus
- Empowerment of our people
- Team work and integration
- Celebrating success and learning quickly from our mistakes
- Solution finding not problem seeking
- Responsive and decisive action
- Ethical business is good business

1.7.3 Principles

- Above all, the Employer values its customers and its ability to understand and fulfill customer needs;
- The Employer's business practices will reflect its commitment to enhancing value for our owners;
- In delivering the Employer's products and services to its customers, the Employer will respect natural resources, cultural diversity and the changing needs and aspirations of society.

1.7.4 Our People

As the Employer's future as a company rests squarely on the knowledge, imagination, skills, integrity and team work of its people, the Employer is fully committed to all Employees' wellbeing and development.

The Employer will strive to hire and retain the best people, by providing an exciting and rewarding place to work.

To meet its customers' needs, the Employer must ensure that its Employees' skills and competencies receive appropriate updating and improvement. When appropriate, the Employer will provide, and the Employees' will undertake, training and skill acquirement.

1.7.5 Employment philosophy

The Employer values its Employees' abilities to exercise their initiative depending on what is happening at any time, within the context of the appropriate policies and procedures.

It is neither possible nor desirable to set rules regarding everything that can happen in a workplace. This Agreement sets out the general terms and conditions of employment to provide a foundation for Employer and Employee relationships based on flexibility.

1.8 CONSULTATION TO ACHIEVE FLEXIBILITY

1.8.1 The Parties to this Agreement are committed to maximising the effectiveness of the Employer's business by ensuring that flexibility is maximised for the benefit of all. Specific measures to ensure that this occurs include:-

- (a) open communication to assist in the identification of obstacles to superior service and operation;
- (b) measures to monitor the effectiveness of this Agreement and its operation;
- (c) the Parties to this Agreement agree that open communication is the ability for the Employee and the Employer to speak without fear of retribution.

1.9 CONSULTATION OVER MAJOR CHANGE

1.9.1 This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Employees of the enterprise.

- 1.9.2 The Employer must notify the relevant Employees of the decision to introduce the major change.
- 1.9.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 1.9.4 If:
- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) The Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 1.9.5 As soon as practicable after making its decision, the Employer must:
- (a) Discuss with the relevant Employees:
 - (i) The introduction of the change; and
 - (ii) The effect the change is likely to have on the Employees; and
 - (iii) Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) For the purposes of the discussion – provide, in writing, to the relevant Employees:
 - (i) All relevant information about the change including the nature of the change proposed; and
 - (ii) Information about the expected effects of the change on the Employees; and
 - (iii) Any other matters likely to affect the Employees.
- 1.9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 1.9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 1.9.8 If a term in this Enterprise Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (1.9.2), (1.9.3) and (1.9.5) are taken not to apply.
- 1.9.9 In this term, a major change is **likely to have significant effect on Employees** if it results in:
- (a) The termination of the employment of Employees; or
 - (b) Major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or

- (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) The alteration of hours of work; or
- (e) The need to retrain Employees; or
- (f) The need to relocate Employees to another workplace; or
- (g) The restructuring of jobs.

1.9.10 In this term, **relevant Employees** means the Employees who may be affected by the major change.

1.10 OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

1.10.1 The Employee must not set up or engage in private business or undertake other employment in direct or indirect competition with the Employer using knowledge or materials gained during the course of employment under this Agreement.

1.11 LETTER OF OFFER OF EMPLOYMENT

1.11.1 The Parties to this Agreement acknowledge that this Agreement is to be read in conjunction with the Letter of Offer of Employment issued in accordance clause 2.1 of this Agreement

1.12 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

1.12.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) The arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) The arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) The arrangement is genuinely agreed to by the Employer and the Employee.

1.12.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

1.12.3 The Employer must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of the CEO and the Employee; and
- (c) Is signed by the CEO and Employee, or if the Employee is under 18 years of age signed by a parent or guardian of the Employee; and
- (d) Includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

1.12.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.12.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and the Employee agree in writing – at any time.

1.13 WORKPLACE ARRANGEMENTS – REMUNERATION OPTIONS

1.13.1 The Parties to this Agreement are committed to flexible work practices to meet the requirements of the Employer and the Client.

1.13.2 The Employer, at its discretion, may determine what workplace arrangements should apply. Workplace arrangements may vary from job to job.

1.13.3 The workplace arrangement will determine the hours of work or the roster, detailing days to be worked, commencement times, breaks and ceasing times.

1.13.4 The Employer, and the Employee/s may mutually agree on the way in which the Employee will be remunerated in satisfaction of the terms of this Agreement, remuneration arrangements include:

- (a) Agreement Terms (ordinary rate plus all applicable penalties, overtime and relevant allowances; or

- (b) Aggregate Annualised Salary; or
- (c) A Loaded Rate plus Specified Penalties; or
- (d) All Inclusive Flat rate paid as Hourly or Daily or Weekly or Fortnightly or Monthly; or
- (e) Any combination of (a) or (b) or (c) or (d) as determined by the Employer.

1.13.5 Where a remuneration arrangement, clause 1.13.4(a) to (d), is paid, the employer must advise the employee in writing of the amount that is payable and which of the provisions of this Agreement will be satisfied by way of remuneration arrangement.

1.13.6 Remuneration Arrangement not to Disadvantage Employees

- (a) The amount paid under the remuneration arrangement must be no less than the amount the employee would have received under this Agreement for the work performed over the specified period for which the remuneration arrangement is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The amount paid under the remuneration arrangement of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the amount under the remuneration arrangement. The Employee may request a pay reconciliation between the terms of this Agreement and the remuneration arrangement, on an annual basis or at termination.

1.13.7 Base Rate of Pay for Employees on Remuneration Arrangements

- (a) For the purposes of the NES, the base rate of pay of an employee receiving a payment under the remuneration arrangement in accordance with this clause comprises the portion of the pay equivalent to the relevant rate of pay in clause 3.3 of this Agreement and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

1.14 THE NATIONAL EMPLOYMENT STANDARDS (NES) AND THIS ENTERPRISE AGREEMENT

1.14.1 The NES and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 ENGAGEMENT

2.1.1 Employees may be engaged on a Full Time or Part Time or Fixed Term/Task or Casual basis provided that the nature of the employment contract is specified at the time of engagement.

2.1.2 In relation to engagement, the Employer must provide in writing to the Employee (excepting a Casual Employee), the following:-

- (a) a position description;
- (b) the status of the position, whether it is Full Time or Part Time or Fixed Term / Fixed Task or Casual Employment;
- (c) the remuneration arrangement in accordance with clause 1.13 and the rates of pay as calculated by the Employer in accordance with this Agreement,
- (d) access to a copy of this Agreement;
- (e) any other terms and conditions of employment relevant to the position; and
- (f) the terms of the probationary period in accordance with this Agreement.

2.1.3 Full time Employment

- (a) A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week averaged over a period of twenty-six (26) weeks.

2.1.4 Part Time Employment

- (a) A part-time employee is an employee who:
 - (i) is engaged to work an average of fewer than 38 ordinary hours per week; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) For each ordinary hour worked, a part-time employee will be paid no less than 1/38th of the minimum weekly rate of pay for the relevant classification in clause 3.3 of this Agreement.
- (c) An employer must inform a part-time employee of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate.
- (d) Other than Mining Industry Employees and Professional Employees the minimum rostered hours for a part-time Employee will be three (3) hours on any shift.

2.1.5 Fixed Term / Fixed Task Employment

- (a) A Fixed Term Employee or a Fixed Task Employee may be either Full Time Employee (clause 2.1.3) or a Part Time Employee (clause 2.1.4) as determined by the Employer provided that the “term” has a commencement date and a ceasing date or the “task” is specified to advise the Fixed Task Employee that the “task” ceases at the completion of the “task”.
- (b) A Fixed Term Employee or a Fixed Task Employee can have no expectation of continuing employment. A Fixed Task Employee is not entitled to period of notice at termination.

2.1.6 Casual Employment

- (a) A casual employee is one engaged and paid as such. A casual employee’s ordinary hours of work are the lesser of an average of 38 hours per week or the hours required to be worked by the employer.
- (b) For each hour worked, a casual employee will be paid no less than 1/38th of the minimum weekly rate of pay for their classification in clause 3.3, plus a casual loading of 25%. The loading constitutes part of the casual employee’s all purpose rate.
- (c) The casual loading is paid instead of annual leave, personal/carer’s leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (d) Other than Mining Industry Employees and Professional Employees, Casual employees are entitled to a minimum payment of three hours’ work at the appropriate rate.
- (e) In relation to engagement for a Casual Employee, the Employer must provide the following:-
 - (i) an Employee Assignment Form (EAF); and
 - (ii) the pay arrangement and the rates of pay as determined by the Employer in accordance with this Agreement,
 - (iii) access to a copy of this Agreement.

2.2 PROBATIONARY PERIOD

- 2.2.1 All new Employees (excepting Casual Employees) will be subject to a probationary period of six (6) months, during which time termination of employment may be effected by either party giving one (1) weeks notice or payment/forfeiture in lieu. The requirement for one (1) weeks notice or payment/forfeiture in lieu shall not apply in the case of summary dismissal for serious or gross misconduct.

2.3 DISPUTE RESOLUTION PROCEDURE

- 2.3.1 The Parties agree to undertake all necessary steps to ensure that any grievance, dispute or matter likely to create a dispute will be dealt with promptly and resolved wherever possible by consultation, mediation, conciliation or arbitration. In the case of a grievance and/or a dispute, relating to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

the Parties agree to implement and adhere to the following procedure as outlined in the subclauses below:-

- 2.3.2 At all stages of the dispute resolution process the Employee will have the right to be represented by a person of the Employee's choice and the Employee may raise any issue/s either directly with the Employer or through the Employee's representative. At all stages, the Employee will have the right to have the person in attendance, as either the Employee's representative or as a witness/support person or in attendance in the capacity as both a representative and witness/support person.

Resolving dispute at workplace level

- 2.3.3 The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level. Note: This may involve an affected employee first discussing the matter in dispute with his or her supervisor, then with more senior management.

Where dispute cannot be resolved at workplace level

- 2.3.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

- 2.3.5 Fair Work Commission may deal with the dispute in 2 stages.

- (a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation, and
- (b) If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - (i) Arbitrate the dispute; and

- (ii) Make a determination that is binding on the parties.

Note : If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

2.3.6 A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision:

- (a) provided that any outcome determined by the Fair Work Commission (or a third party) cannot be inconsistent with the National Code of Practice for the Construction Industry (and Guidelines) or inconsistent with legislative obligations.

2.3.7 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) The work is not safe; or
 - (ii) Applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) The work is not appropriate for the Employee to perform; or
 - (iv) There are other reasonable grounds for the Employee to refuse to comply with the direction.

2.3.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

2.4 PROVISIONS ABOUT DISCRIMINATION, HARASSMENT AND BULLYING

2.4.1 The Parties to this Agreement are committed to creating and maintaining safe, productive, harmonious and ethical workplace/s. The Employer will not tolerate behaviour by its Employees that is considered to be illegal, unethical or socially irresponsible. The Employer expects all Employees to be ethical in all business/workplace dealings and not to be involved in discriminatory work practices or behaviour that could be regarded as discriminatory, sexual harassment or workplace harassment.

2.5 TERMINATION OF EMPLOYMENT

2.5.1 Notice of termination of employment by either the Employer or the Employee must be in accordance with the *Fair Work Act 2009*.

2.5.2 The Employer will, 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.

2.5.3 Termination of Employment by the Employer:-

(a) In order to terminate the employment of an Employee, the Employer shall give the following notice:-

Period of Continuous Service	Period of Notice
Casual Employee only	1 day
Employee during the probation period (first six months) or less than one (1) year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(b) Excepting a Casual Employee, in addition to the notice in (a) above, Employees over 45 years of age at the time of giving notice and with not less than two years’ continuous service, will be entitled to an additional one (1) weeks notice.

(c) Payment in lieu of notice must be made if the appropriate notice is not given. The 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 any specific agreement between the Employer and the Employee

(e) The period of notice in these clauses (a) to (d) will not apply in the case of dismissal for serious or gross 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.

2.5.4 Job Search Entitlement

(a) Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at

times that are convenient to the employee after consultation with the employer.

2.5.5 Serious or Gross Misconduct

- (a) In instances of serious or gross misconduct, the Employer may terminate the Employee summarily and in accordance with the *Fair Work Act 2009*.

Serious or gross misconduct includes, but is not limited to:-

- Stealing, fraud, assault or other criminal behaviour;
- Driving/controlling a heavy vehicle/equipment with a Blood Alcohol Level greater than zero;
- the Employee being intoxicated at work or being drunk or under the influence of drugs;
- Misuse or wilful neglect of plant and equipment;
- Sexual harassment and other offensive or harassing behaviour;
- Not carrying out health and safety obligations.
- Conduct by the Employee that causes imminent and serious risk to—
 - (i) a person's health or safety; or
 - (ii) the reputation, viability or profitability of the Employer's business;
- Wilful or deliberate behaviour by the Employees that is inconsistent with the continuation of the employment contact;
- The Employee refusing to carry out a lawful and reasonable instruction that is consistent with the employment contract.;

2.5.6 Termination of Employment by the Employee:-

- (a) The notice of termination required to be given by an Employee will be the same as that required of the Employer [refer to the subclause 2.5.3(a) of this clause headed "*Termination of Employment by the Employer*"], save and except that there will be no additional notice based on the age of the Employee concerned.
- (b) If an Employee fails to give notice, the Employer will have the right to withhold monies due to the Employee with the maximum amount equal to the relevant time rate for the period of notice.

2.6 REDUNDANCY

2.6.1 Where the Employer makes a decision regarding major change under clause 1.9.1 of this Agreement and the decision leads to loss of position/s, then this Redundancy clause 2.6 shall apply.

2.6.2 Redundancy entitlements will only be paid in accordance with an entitlement to redundancy payments as provided by the National Employment Standards (NES)

and in accordance with this clause where the terms of this clause are more beneficial to the Employee.

2.6.3 Where there is an entitlement to Redundancy Pay in accordance with the NES (s119 *Fair Work Act 2009*), this table shall prevail

(a) Transitional provisions that cease to operate on 31 December 2014:

Redundancy pay period

Employee's period of continuous service with the Employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	16 weeks

(b) Redundancy Pay Provisions which operate from 1 January 2015:

Redundancy pay period

Employee's period of continuous service with the Employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

2.6.4 Transfer to Lower Paid Duties

(a) Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the

ordinary time rate of pay for the number of weeks of notice still owing

2.6.5 Employee Leaving during Notice Period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

2.6.6 Job Search Entitlement

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 2.5.4.

2.6.7 Other Redundancy Arrangements

- (a) Where the Employer at its discretion, contributes to the Building Employees Redundancy Trust (B.E.R.T.) and provided that the maximum contribution is \$55.00 per week per nominated Employee, then clause 2.6.3 does not apply.

2.7 ABANDONMENT OF EMPLOYMENT

- (a) Where the Employee fails to attend work and the Employee does not notify the Employer of the non-attendance, the Employer must make at least two (2) attempts to locate the Employee to establish the Employee's whereabouts or employment intentions. Each attempt made by the Employer to contact the Employee must be documented and such attempts must be made within a period of three (3) days.
- (b) Where the Employer has not located the Employee after a period of three (3) days and where the Employee has not notified the Employer, the Employee will be deemed to have abandoned his/her employment and any monies owing will be forwarded to the last known address of the Employee.

2.8 WORK ALLOCATION – EMPLOYEE ASSIGNMENT FORM

- 2.8.1 Where a Letter of Offer of Employment does not prevail for the Employee's position or where work allocation will be variable, the Employer may issue an Employee Assignment Form.
- 2.8.2 The Employee Assignment Form will detail the Employer / Employee relationship, in accordance with clause 2.1, such as the workplace where the Employee is to undertake the duties of the position. Additionally, the Employee Assignment Form may detail flexible terms and conditions of Employment in accordance with clause 1.13.
- 2.8.3 The Employee Assignment Form will detail the Employee pay arrangement that prevails at the workplace, such as:-
- (a) Agreement Terms (ordinary rate plus all applicable penalties, overtime and relevant allowances; or
 - (b) Aggregate Annualised Salary; or
 - (c) A Loaded Rate plus Specified Penalties; or
 - (d) All Inclusive Flat rate paid as Hourly or Daily or Weekly or Fortnightly or Monthly; or
 - (e) Any combination of (a) or (b) or (c) or (d) as determined by the Employer.

2.9 JOB ROTATION AND MULTISKILLING

- 2.9.1 In recognition of the operational and efficiency requirements of the Employer and to create more varied and interesting work, it is a condition of employment that Employees perform duties and functions for which they have the skills and training to perform. As the training of Employees increases, additional tasks and functions may be required to be performed subject to the operational needs of the enterprise at all times.
- 2.9.2 Subject to sub-clauses 2.9.3 and 2.9.4 of this clause below, Employees who work at higher grade duties will be paid at the rate of pay for the higher grade for the time worked at those higher grade duties.
- 2.9.3 Where Employees request to perform work in a lower grade they will be paid at the rate appropriate for that lower grade for the hours worked at that lower grade.
- 2.9.4 Should the Employer offer the opportunity to be cross-trained in higher grade duties then the Employee will be paid the existing grade (lower) rate until the Employee is deemed competent to perform at the higher grade.

2.10 TRAINING AND EDUCATION

2.10.1 The Parties will co-operate in ensuring that appropriate training and cross skilling is available and that such training when required (directed) by the Employer will be provided at the expense of the Employer.

2.10.2 Accordingly, the Parties commit themselves to

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

2.10.3 The Parties will develop appropriate training programs to facilitate skill enhancement based on the following procedures:

- (a) Training must comply with the criteria and guidelines established by the Employer;
- (b) All Employees will have access to training provided that the training is relevant to the Employee's position or career path as determined by the Employer and approved by the Employer;
- (c) The Employee will not suffer any loss of ordinary pay if training is undertaken on the job provided it is during the ordinary hours of work of the Employee; and
- (d) Where off-the-job training is required by the Employer, an Employee attending such training programs will be entitled to be paid at their ordinary rate of pay when the training is conducted in normal work hours. Time for off-the-job-training conducted outside of normal work hours generally will not be paid unless otherwise prior approved at the discretion of the Employer, such time will not be regarded as time worked for the purposes of annual leave, personal leave or long service leave accruals.

2.11 STAND DOWN PROVISIONS

2.11.1 The Employer may stand down any Employee without pay on any day, or for part of any day, on which the Employee cannot be usefully employed because of:-

- (a) any strike; or
- (b) any stoppage of work for any cause for which the Employer cannot reasonably be held responsible.

2.11.2 A cause, as stated in 2.11.1(b) may be, in the reasonable opinion of the Employer, the weather conditions which are deemed to make it unsafe for the Employee to commence or continue work on that day.

2.11.3 The Employer may, instead of a stand down, reassign the Employee to other jobs or job sites to perform work as directed by the Employer.

2.11.4 A stand down does not break the continuity of employment of the Employee for the purpose of any entitlements.

2.12 PAYMENT OF REMUNERATION

2.12.1 The Employer will pay the Employee's wages or salary at a frequency of not longer than monthly by electronic funds transfer into the Employee's bank (or other recognised financial institution) nominated by the employee. The payment of remuneration will conform to the requirements of the Employer or the Client.

2.12.2 The Employer may deduct from any amount required to be paid to an Employee under this clause the amount of any overpayment of wages or allowances.

PART 3 – DEFINITIONS, CLASSIFICATIONS, REMUNERATION AND SUPERANNUATION

3.1 DEFINITIONS

“All Inclusive Flat Rate” means the Employer may pay an Employee an all inclusive flat hourly rate or an all inclusive flat weekly rate or an all inclusive flat monthly rate in satisfaction of any of the following provisions of this Agreement:

Clause 3.3.3 or clause 3.3.4 or clause 3.4.5 – Remuneration

Clause 3.6 - Allowances

Part 4 or Part 5 or Part 6 – Ordinary time, Overtime and Penalty Rates

Clause 7.1.3 – Annual Leave Loading (where applicable)

As prescribed that would normally be incurred over a specified period. No additional payments will be made for the aforementioned provisions.

“Annual Aggregated Salary” means the Employer may pay an Employee an annualised (all inclusive) salary in satisfaction of any of the following provisions of this Agreement:

Clause 3.3.3 or clause 3.3.4 or clause 3.3.5 – Remuneration

Clause 3.6 - Allowances

Part 4 or Part 5 or Part 6 – Ordinary time, Overtime and Penalty Rates

Clause 7.1.3 – Annual Leave Loading (where applicable)

As prescribed that would normally be incurred over a specified period. No additional payments will be made for the aforementioned provisions. For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 3.3.3 or clause 3.3.4 or clause 3.3.5 – Remuneration and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

“Grade” means the identification of a group or groups of work function/s as required by operational requirements. Employee skills and competencies will be assessed in terms of a Grade recognising the Employee’s ability to perform those functions. Employees will be assigned to a Grade, as determined by the Employer. A Grade may include any one or more functions designed in any lower Grade at any time if required.

“Individual Flexibility Arrangement” means an arrangement agreed in writing between the Employer and an individual Employee in accordance with the clause of this Agreement headed “Individual Flexibility Arrangements”.

“Loaded Rate plus Specified Penalties” means the Employer may pay an Employee a loaded rate which includes ordinary time and applicable allowances and annual leave loading in satisfaction of the following provisions of this Agreement:

Clause 3.3.3 or clause 3.3.4 or clause 3.3.5 – Remuneration

Clause 3.6 - Allowances

Part 4 or Part 5 or Part 6 – Ordinary time

Clause 7.1.3 – Annual Leave Loading (where applicable)

The Overtime and Saturday Penalties or Sunday Penalties or Public Holiday Penalties will be paid in accordance with the Roster in satisfaction of the following provisions of this Agreement Part 4 or Part 5 or Part 6 – Ordinary time, Overtime and Penalty Rates. As prescribed that would normally be incurred over a specified period. No additional payments will be made for the aforementioned provisions.

“National Employment Standards or NES” means the National Employment Standards as contained in sections 59 to 131 (inclusive) of the *Fair Work Act 2009*.

“Reasonable Additional Hours” means those reasonable additional hours, worked in excess of an average of thirty-eight (38) ordinary hours per week, as required by the Employer to be worked to meet operational requirements, provided that those hours are worked in accordance with the *Fair Work Act 2009 (section 62(3))*. In determining whether additional hours are reasonable or unreasonable, the parties agree to refer to the factors listed in section 62(3) of the *Fair Work Act 2009*.

“Shiftworker” means an Employee for the time being engaged to work in a system of shifts, being afternoon shifts, night shifts or both, or a continuous shift worker.

“Standard Rate” means the minimum weekly wage for a DMM Grade 3 Employee in clause 3.3.3 (\$720.20 per week - \$18.95 per hour)

“Work Cycle” means a roster cycle made up of working and non-working days.

3.2 GRADE DESCRIPTORS AND CLASSIFICATION STRUCTURE DESCRIPTORS

- 3.2.1 Employees will be classified and paid accordingly to the Grade Descriptors as contained in this Agreement. The descriptors identify the broad distinguishing outcomes required to be evident in the application of the Employees' Skills and Competencies within each Grade.
- 3.2.2 The Employer at its discretion may assign job titles or functions to a Grade based on the descriptors, such titles or functions are not necessarily complete and are indicative only.
- 3.2.3 As the business/es of the Employer grow/s or develop further, job titles may be classified and added provided that the competency levels required to carry out the functions are commensurate the descriptors within each Grade.
- 3.2.4 In each of the classifications under this Agreement it is a requirement that an Employee must:
- (a) perform work in a fully flexible manner as reasonably required by the employer and in accordance with the Employee's ability and competence;
 - (b) acquire any skills as reasonably requested by the employer and, where necessary, undertake required training and assist with the training of others; and
 - (c) use such tools and equipment as may be required, subject to the limit of the Employee's skills and competence and provided that the Employee has been properly trained in the use of such tools and equipment.
- 3.2.5 An employee will progress through the classification levels subject to:
- (a) possessing the applicable skills for the level; and
 - (b) a vacant position being available and being required by the employer to perform work at that level.
 - (c) progression will be subject to assessment and availability of a position in all cases and the Employee being appointed by the Employer.

3.2.6 Classification Groups

(a) Mining Industry (Functional Areas)

(i) Mining Industry Services Employees

(A) A Mining Industry Services Employee is designated as such by the employer and performs all tasks as directed by the employer which include but are not limited to:

- labouring;
- gardening;
- assisting work crews and tradespersons;
- scaffolding;
- operation of plant and equipment (including mobile plant), cranes (driving & operating) and gantries;
- dogman and rigger;
- maintenance work on plant, equipment or buildings;
- performance of general plant, stores, workshop, warehouse, packaging;
- marine interface tasks;
- resource assessment (including prospecting, drilling and exploration);
- preparing and cleaning equipment and materials;
- on site catering, cleaning, laundry and security;
- work health and safety;
- supervision.

(B) This classification group also encompasses work performed by Laboratory Assistants, who do not hold tertiary qualifications.

(ii) Mining Industry Surface Mining and Haulage Employees

(A) A Mining Industry Surface Mining and Haulage Employee is designated as such by their employer and performs all tasks as directed by their employer which include but are not limited to:

- open cut mining activities (including labouring, sampling, spotting);
- operating all forms of mining industry plant and equipment (including mobile plant);
- operating equipment used in the transportation handling and loading (or discharge) of ores, metals, minerals and/or product (including rail activities);
- all tasks associated with drilling and blasting.

(iii) Mining Industry Processing Employees

(A) A Mining Industry Processing Employee is designated as such by the employer and performs all tasks as directed by the employer which include but are not limited to:

- operating and adjusting all plant equipment (and associated control panels) utilised in mining industry production, processing, smelting and refining operations;
- issuing clearances and permits as required;
- work health and safety;
- supervision.

(iv) Mining Industry Underground Mine Employees

(A) A Mining Industry Underground Mine Employee is designated as such by their employer and performs all tasks as directed by their employer which include but are not limited to:

- underground mining activities (including labouring, sampling, drilling, blasting, mine ventilation, ground control and shaft activities);
- and operation and maintenance of underground mining plant and equipment (including mobile plant);
- confined Space Sentry.

(v) Mining Industry Maintenance Trades Employees

(A) A Mining Industry Maintenance Trades Employee is designated as such by the employer, performs all tasks on the surface or underground as directed by the employer and is trade qualified which include but are not limited to:

- building services – electrical, plumbing, roofing, bricklaying, concreting, carpentry and painting;
- mechanical services;
- maintenance of plant and vehicles;
- fabrication – fitter and turner, boilermaker;
- projects coordination;
- supervision.

(b) Support and Site Services

(i) Support and Site Services Employees

- (A) A Support and Site Services Employee is designated as such by the employer and performs all tasks as directed by the employer which include but are not limited to:
- undertaking clerical and administration work (primarily clerical / administration stream);
 - cultural awareness;
 - site representation;
 - designing, leading and conducting training;
 - supervision.

(c) Professional Services

(i) Professional Employees

- (A) A Professional Services Employee is designated as such by the employer and performs all tasks as directed by the employer which include but are not limited to:
- laboratory Assistant who holds tertiary qualifications;
 - professional engineer;
 - professional employee;
 - project manager;
 - manager.

3.2.7 Mining Industry Stream

DMM GRADE 1(a) Employee – Entry Level - Introductory

- (a) An employee at this level is undertaking the standard induction training required for the operation or business. Such training covers: conditions of employment; mine and plant safety; first aid procedures; movement around the site; work and documentation procedures; quality control and quality assurance; and introduction to supervisors and fellow workers. Employees at this level perform routine duties under direct supervision:-

- (i) Functional Area/s (clause 3.2.6(a))
- Mining Industry Services Employees;
 - Mining Industry Surface Mining and Haulage Employees;
 - Mining Industry Processing Employees;
 - Mining Industry Underground Mine Employees;
 - Labouring;
 - Technical assistance.

DMM GRADE 1(b) Employee – Certificate I or Equivalent - Basic

- (a) An employee at this level will have completed the standard induction training and have been assessed to be able to competently carry out the basic and semi-skilled work required for this level:
- (i) Grade Descriptors
- demonstrate knowledge by recall in a narrow range of areas
 - demonstrate basic practical skills, such as the use of relevant tools
 - perform a sequence of routine tasks, given clear directions
 - receive and pass on messages/information
- (ii) Functional Area/s (clause 3.2.6(a))
- Mining Industry Services Employees;
 - Mining Industry Surface Mining and Haulage Employees;
 - Mining Industry Processing Employees;
 - Mining Industry Underground Mine Employees;
 - Labouring;
 - Technical assistance.

DMM GRADE 2 Employee –Certificate II or Equivalent - Intermediate

- (a) An employee at this level will have been assessed as being competent to carry out semi-skilled work on a broad range of plant and equipment functions. The employee exercises discretion within their level of skill and is responsible for the quality of the work subject to routine supervision:
- (i) Grade Descriptors
- demonstrate basic operational knowledge in a moderate range of areas
 - apply a defined range of skills
 - apply known solutions to a limited range of predictable problems
 - perform a range of tasks where choice between a limited range of options is required
 - assess and record information from varied sources
 - take limited responsibility for own outputs in work and learning
- (ii) Functional Area/s (clause 3.2.6(a))
- Mining Industry Services Employees;
 - Mining Industry Surface Mining and Haulage Employees;
 - Mining Industry Processing Employees;
 - Mining Industry Underground Mine Employees;
 - Labouring;
 - Technical assistance.

DMM GRADE 3 Employee – Certificate III or Equivalent – Tradesperson - Competent

- (a) An employee at this level will have been assessed as being competent to apply skills and knowledge in complex but routine situations where discretion and judgment are involved. The skills and knowledge are acquired through the completion of a trade certificate, or through practical experience, which has equipped the employee with an equivalent level of skills and knowledge.
- (b) An employee at this level can plan tasks, select equipment and appropriate procedures from known alternatives and takes responsibility for the work of others. An employee at this level requires only limited supervision or guidance.
- (c) An employee at this level: understands and applies quality control techniques; exercises discretion within the scope of this level; performs work under limited supervision; operates all equipment incidental to the work; and assists in the provision of on-the-job training.
- (i) Grade Descriptors
- demonstrate some relevant theoretical knowledge
 - apply a range of well-developed skills
 - apply known solutions to a variety of predictable problems
 - perform processes that require a range of well-developed skills where some discretion and judgement are required
 - interpret available information, using discretion and judgement
 - take responsibility for own outputs in work and learning
 - take limited responsibility for the output of others
- (ii) Functional Area/s (clause 3.2.6(a))
- Mining Industry Maintenance Trades Employees - Competent Tradespersons, Electrical, Mechanical, Fabrication, building trades;
 - Mining Industry Surface Mining and Haulage Employees;
 - Mining Industry Processing Employees;
 - Mining Industry Underground Mine Employees;

DMM GRADE 4 Employee – Certificate IV or Equivalent - Advanced

- (a) An employee at this level will have met the requirements for Level 3 and been assessed as being competent to perform tasks which require in depth skill or knowledge, or the employee is assessed as having the integration of a broad range of skills. The work may be of a non-routine nature requiring the application of the relevant skills and knowledge to new but predictable situations.
- (b) The level of skills or knowledge required to perform this work will involve the completion of a post trade training appropriate for this level, or through the acquisition of practical skills and knowledge which has equipped the employee with the equivalent level of skills and knowledge.

- (c) An employee at this level will provide guidance and assistance to others.
- (i) Grade Descriptors
- demonstrate understanding of a broad-range knowledge base, incorporating some theoretical concepts
 - apply solutions to a defined range of unpredictable problems
 - identify and apply skill and knowledge areas to a wide variety of contexts, with depth in some areas
 - identify, analyse and evaluate information from a variety of sources
 - take responsibility for own outputs in relation to specific quality standards
 - take limited responsibility for the quantity and quality of the output of others
- (ii) Functional Area/s (clause 3.2.6(a))
- Mining Industry Maintenance Trades Employees - Advanced Tradesperson, Electrical, Mechanical, Fabrication, Building trades;
 - Mining Industry Surface Mining and Haulage Employees;
 - Mining Industry Processing Employees;
 - Mining Industry Underground Mine Employees;

DMM GRADE 5 Employee – Certificate IV with modules towards a Diploma or Equivalent - Advanced Specialist

- (a) An employee at this level will have met the requirements for Level 4 and holds a trade qualification used in the operation and has acquired additional knowledge by having satisfactorily completed a prescribed post trade course appropriate for this level or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.
- (b) An employee at this level will provide guidance and assistance to others.
- (i) Grade Descriptors
- demonstrate understanding of a broad knowledge base incorporating some theoretical concepts
 - apply solutions to a defined range of unpredictable problems or analyse and plan approaches to technical problems
 - identify and apply skill and knowledge areas to a wide variety of contexts, transfer and apply theoretical concepts and/or technical or creative skills to a range of situations
 - identify, analyse and evaluate information from a variety of sources and use that information to forecast for planning purposes
 - take responsibility for own outputs in relation to specific and/or quality standards

- take limited responsibility for the quantity and quality of the output of others and/or with supervisory skills the achievement of group outcomes.

(ii) Functional Area/s (clause 3.2.6(a))

- Mining Industry Maintenance Trades Employees – Advanced Specialist
- Tradesperson, Electrical, Mechanical, Fabrication, Building trades;
- Mining Industry Surface Mining and Haulage Employees;
- Mining Industry Processing Employees;
- Mining Industry Underground Mine Employees;

DMM GRADE 6 Employee – Diploma or Equivalent – Dual Trade

(a) An employee at this level will have met the requirements for Level 5 and holds a dual trade qualification or equivalent prescribed post trade course used in the operation and has acquired additional knowledge enabling the employee to apply dual trade skills or an equivalent level of high precision specialised trade skills in one area.

(b) An employee at this level: has high precision trade skills in more than one area; is qualified to work on machinery or equipment with complex mechanical, hydraulic, electrical circuitry or controls; and meets the skills requirements for Tradespersons in accordance with the Australian Qualifications Framework (AQF).

(i) Grade Descriptors

- demonstrate understanding of a broad knowledge base incorporating theoretical concepts, with substantial depth in some areas
- analyse and plan approaches to technical problems or management requirements
- transfer and apply theoretical concepts and/or technical or creative skills to a range of situations
- evaluate information and use that information to forecast for planning or research purposes
- take responsibility for own outputs in relation to broad quantity and quality parameters
- take some responsibility for the achievement of group outcomes

(ii) Functional Area/s (clause 3.2.6(a))

- Mining Industry Maintenance Trades Employees – Dual Trade
- Dual tradesperson, Team Leader, Electrical, Mechanical, Fabrication, Building trades, Supervision;
- Mining Industry Processing Employees.

DMM GRADE 7 Employee – Diploma or Higher (Advanced) or Equivalent – Dual Trade Instrument Technician

- (a) An employee at this level will have met the requirements for Level 6 and have acquired further additional knowledge by having satisfactorily completed a prescribed post trades course or an advanced trade equivalent enabling the employee to apply advanced dual trade instrument electrical technician skills.
- (i) Grade Descriptors
- demonstrate understanding of specialised knowledge with depth in some areas
 - analyse, diagnose, design and execute judgements across a broad range of technical or management functions
 - generate ideas through the analysis of information and concepts at an abstract level
 - demonstrate a command of wide-ranging, highly specialised technical, creative or conceptual skills
 - demonstrate accountability for personal outputs within broad parameters
 - demonstrate accountability for group outcomes within broad parameters
- (ii) Functional Area/s (clause 3.2.6(a))
- This level applies to Mining Industry Maintenance Trades Employees – Dual Trade Instrument Technician
 - Engineering Technician, Electrical, Mechanical, Fabrication;
 - Mining Industry Processing Employees.

3.2.8 Support and Site Employees (Clerical / Administration Stream)

DMM Support Employee Grade 1(a)

- (a) Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.
- (i) Grade Descriptors
- perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures;
 - problems can usually be solved by reference to established practices, procedures and instructions;
 - the more experienced employee may be required to give assistance to less experienced employees in the same classification.

- (ii) Functional Area/s
 - reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;
 - maintenance of basic records, filing, collating, photocopying;
 - handling and distributing mail, recording matching and checking;
 - The operation of keyboard and other allied equipment in order to achieve competency as prescribed in Grade 2.
- (iii) Progression to Grade 1(b) after 12 months.

DMM Support Employee Grade 1 (b)

- (a) Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.
 - (i) Grade Descriptors
 - As for Grade 1(a):
 - (ii) Functional Area/s
 - As for Grade 1(a):
 - (iii) Progression to Grade 1(c) after 24 months from commencement

DMM Support Employee Grade 1 (c)

- (a) Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.
 - (i) Grade Descriptors
 - As for Grade 1(a):
 - (ii) Functional Area/s
 - As for Grade 1(a).

DMM Support Employee Grade 2(a)

- (a) Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.
 - (i) Grade Descriptors

- reception/switchboard duties as in Gevel 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position.
- word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.
- maintenance of records and/or journals including initial processing and recording relating to the following:

(ii) Functional Area/s

- reconciliation of accounts for balance;
- incoming / outgoing payments, invoices;
- debits / credits;
- payroll data, petty cash;
- computer applications;
- arrange routine travel bookings.

(iii) Progression to Grade 2(b) after 12 months at Grade 2(a).

DMM Support Employee Grade 2(b)

(a) Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

(i) Grade Descriptors

- As for Grade 2(a):

(ii) Functional Area/s

- As for Grade 2(a).

DMM Support Employee Grade 3

(a) Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties. Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Grades 1 and 2 and would be able to train such employees by means of personal instruction and demonstration

- (i) Grade Descriptors
 - application of specialist terminology/processes in professional offices;
 - provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.

- (ii) Functional Area/s
 - prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger;
 - arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s);
 - applying one or more computer software packages, developed for a micro personal computer or a central computer resource;
 - training packages.

DMM Support Employee Grade 4

(a) Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.

- (i) Grade Descriptors
 - exercise initiative, discretion and judgment at times in the performance of duties;
 - train employees in Grades 1–3 by personal instruction and demonstration.

- (ii) Functional Area/s
 - cultural awareness;
 - secretarial/executive support services which may include the following: maintaining executive diary; attending executive/organisational meetings and taking minutes; establishing and/or maintaining current working and personal filing systems for executive; answering executive correspondence from verbal or handwritten instructions;

- applying one or more computer software packages, developed for a micro personal computer or a central computer resource;
- advising on/providing information on: employment conditions, workers compensation and regulations, superannuation entitlements, procedures and regulations;
- leading and presenting training;
- environmental accreditation.

DMM Support Employees Grade 5

(a) Employees at this level are subject to broad guidance or direction and would report to more senior staff as required. Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise. They would also be able to assist in the delivery of training courses. The possession of relevant post secondary qualifications may be appropriate but are not essential.

(i) Grade Descriptors

- responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, including, scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work related matters;
- able to train and supervise employees in lower levels by means of personal instruction and demonstration;
- exercise initiative, discretion and judgment in the performance of their duties.

(ii) Functional Area/s

- apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions;
- site representative;
- prepare and provide reports for management;
- application of computer software packages within either a micro personal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents;
- administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation;
- office or section management.

3.2.9 Professional Employees Stream

DMM Professional Employee Grade 1– 3 year Degree – Graduate Professional Engineer – Graduate Professional

- (a) An employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.
- (i) Grade Descriptors
- under supervision from higher level Professionals;
 - the employee performs normal professional work and exercises individual judgment and initiative in the application of principles, techniques and methods;
 - the employee draws upon advanced techniques and methods learned during and after the undergraduate course;
 - Training, development and experience using a variety of standard procedures, enable the employee to develop increasing professional judgment and apply it progressively to more difficult tasks at Grade 2.

DMM Professional Employee Grade 2– 4 or 5 year Degree

- (a) Means the pay point to which a graduate will be appointed where they possess and may be required to utilise a level of professional skill and knowledge based on either the completion of an accredited three or four year tertiary professional technology based qualification in Australia or equivalent.

DMM Professional Employee Grade 3

- (a) Means the pay point to which a graduate will be appointed or will progress from Pay Point 1.1 having been assessed as being competent at Pay Point 1.1, where the graduate possesses and may be required to utilise a level of professional skill and knowledge based on:
- (i) Training and experience
In addition to the experience, skill and knowledge requirements for Pay Point 1.1 not more than one further year of practical professional experience, with supervision as appropriate, and the undertaking of in-service training, subject to its provision by the employer.
- (ii) Core competency standards
The development of core competency standards in the practice setting/s undertaken since being assessed as competent at Pay Point 1.1 measured against the prescribed performance criteria.

DMM Professional Employee Grade 4

- (a) Means the pay point to which a graduate will be appointed or will progress from Pay Point 1.2 having been assessed as being competent at this Pay Point, where the graduate possesses and may be required to utilise a level of professional skill and knowledge based on:
 - (i) Training and experience
In addition to the experience, skill and knowledge requirements for Pay Point 1.2 not more than one further year of practical professional experience, with supervision as appropriate, and the undertaking of in-service training, subject to its provision by the employer.
 - (ii) Core competency standards
In addition to the core competency standards developed at Pay Point 1.2, the further development of core competency standards in the practice setting/s undertaken since being assessed as competent at Pay Point 1.2 measured against the prescribed performance criteria..

DMM Professional Employee Grade 5

- (a) Means the pay point to which a graduate will be appointed or will progress from Pay Point 1.3 having been assessed as being competent at this Pay Point, where the graduate possesses and may be required to utilise a level of professional skill and knowledge based on:
 - (i) Training and experience
In addition to the experience, skill and knowledge requirements for Pay Point 1.3 not more than one further year of practical professional experience, with supervision as appropriate, and the undertaking of in-service training, subject to its provision by the employer.
 - (ii) Core competency standards
In addition to the core competency standards developed at Pay Point 1.3, the further development of core competency standards in the practice setting/s undertaken since being assessed as competent at Pay Point 1.3 measured against the prescribed performance criteria.
- (b) Annual Review
 - (i) Subject to the requirements of each Pay Point, each graduate will progress on their annual anniversary date from one Pay Point to the next, having regard to the acquisition and utilisation of core competencies through experience in their practice setting/s over such period. Confirmation of the employee's progression to the next Pay Point will be provided by the employer in writing.

(c) Deferral

- (i) Progression from one Pay Point to the next may be deferred or refused by the employer. Such deferral or refusal of progression will not be unreasonably or arbitrarily imposed by the employer. Any decision to defer or refuse progression to the next pay point will be confirmed in writing.

(d) Appeal and Review

- (i) An employee may appeal a deferral, provided that where any such appeal results in a revocation of the employer's decision, Pay Point progression will be deemed to operate and be payable from the employee's anniversary date for such progression. An appeal or review, for the purpose of this clause, will be undertaken and resolved in accordance with clause 2.3 – Dispute Resolution Procedure of this Agreement.

(e) Accelerated Advancement

- (i) Progression from one Pay Point to the next may be advanced by the employer to occur prior to the annual anniversary date provided that any such advancement is referable to the requirements for each Pay Point.

DMM Professional Employee Grade 6 – Experienced Professional/Quality Auditor

- (a) Following development, the Experienced professional plans and conducts professional work without detailed supervision but with guidance on unusual features and is usually engaged on more responsible assignments requiring substantial professional experience.

DMM Professional Employee Grade 7 – Professional/Senior (Lead) Quality Auditor

- (a) An employee at this level performs duties requiring the application of mature professional knowledge. With scope for individual accomplishment and coordination of more difficult assignments, the employee deals with problems for which it is necessary to modify established guides and devise new approaches.

(i) Grade Descriptors

- make original contribution or apply new professional approaches and techniques to the design or development;
- makes responsible decisions on matters assigned, including the establishment of professional standards and procedures;
- work is carried out within broad guidelines;

- outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.

DMM Professional Employee Grade 8 – Professional

- (a) An employee at this level performs professional work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for example, acts as their organisation's technical reference authority) in a particular field of professional engineering, professional scientific/information technology field or professional information technology field.
- (b) An employee at this level:
 - (i) initiates or participates in short or long range planning and makes independent decisions on professional engineering or professional scientific/information technology policies and procedures within an overall program;
 - (ii) gives technical advice to management and operating departments;
 - (iii) may take detailed technical responsibility for product development and provision of specialised professional engineering or professional scientific/information technology systems, facilities and functions;
 - (iv) coordinates work programs; and
 - (v) directs or advises on the use of equipment and materials.
- (c) An employee at this level makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives.
- (d) Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.
- (e) The employee supervises a group or groups including professionals and other staff, or exercises authority and technical control over a group of professional staff. In both instances, the employee is engaged in complex professional engineering or professional scientific/information technology applications.

3.3 REMUNERATION

3.3.1 Base Hourly Rate

The Base Hourly rate guarantees the Federal Minimum Wage \$606.50 as applies to Full Time or Part Time Employees and to Casual Employees plus the casual default loading of 25% in lieu of paid annual leave, paid personal leave , redundancy and period of notice.

3.3.2 Remuneration – Rates of Pay

- (a) The rate of pay that the Employee will be paid for the job (project) to be undertaken will be stated in either the Employee's Letter of Offer of Employment or the Employee's Employee Assignment Form or the Workplace Arrangement or an Individual Flexibility Agreement as applies to the Employee.

3.3.3 MINING INDUSTRY STREAM - Agreement Minimum Rates

The base rate/s to be applied for hours worked under this Agreement are as follows:-

Classification Mining Industry and Clerical/Administration	Award Level MA000011	Award Weekly MA000011	DMM Full Time & Part Time Company Ordinary Rate	DMM Casual Company Ordinary Rate
DMM GRADE 1(a) - Intro	Entry Level	\$628.80	\$16.88	\$21.10
DMM GRADE 1(b)	Level 1	\$659.70	\$17.71	\$22.13
DMM GRADE 2	Level 2	\$685.20	\$18.39	\$22.99
DMM GRADE 3	Level 3	\$706.10	\$18.95	\$23.69
DMM GRADE 4	Level 4	\$753.30	\$20.22	\$25.28
DMM GRADE 5	Level 5	\$802.20	\$21.53	\$26.92
DMM GRADE 6	Level 6	\$841.60	\$22.59	\$28.24
DMM GRADE 7	Level 7	\$875.70	\$23.51	\$29.38

3.3.4 SUPPORT AND SITE EMPLOYEES (Clerical and Administration Stream)

The base rate/s to be applied for hours worked under this Agreement are as follows:-

Classification Support and Site Employees (Includes Clerical/Administration)	Award Level MA000002	Award Weekly MA000002	DMM Full Time & Part Time Company Ordinary Rate	DMM Casual Company Ordinary Rate
DMM Support GD 1(a)	Level 1 Yr1	\$644.80	\$17.31	\$21.63
DMM Support GD 1(b)	Level 1 Yr 2	\$676.70	\$18.23	\$23.16
DMM Support GD 1(c)	Level 1 Yr 3	\$698.00	\$18.74	\$23.42
DMM Support GD 2(a)	Level 2 yr 1	\$706.10	\$18.95	\$23.69
DMM Support GD 2(b)	Level 2 Yr 2	\$719.30	\$19.31	\$24.13
DMM Support GD 3	Level 3	\$745.80	\$20.02	\$25.02
DMM Support GD 4	Level 4	\$783.10	\$21.02	\$26.28
DMM Support GD 5	Level 5	\$815.00	\$21.88	\$27.35

3.3.5 PROFESSIONAL EMPLOYEE STREAM – Agreement minimum rates

The base rate/s to be applied for hours worked under this Agreement are as follows:-

Classification Professional Employees	Award Level MA000065	Award Annual Wages MA000065	DMM Professional Full Time & Part Time Company Ordinary Rate	DMM Professional Casual Company Ordinary Rate
DMM Professional Gd 1	Level 1 Pay Pt 1.1 3 yr Degree	\$42,160	\$21.76	\$27.20
DMM Professional Gd 2	Level 1 Pay Pt 1.1 3-4 yr Degree	\$43,241	\$22.32	\$27.90
DMM Professional Gd 3	Level 1 Pay Pt 1.2	\$43,967	\$22.70	\$28.37
DMM Professional Gd 4	Level 1 Pay Pt 1.3	\$45,796	\$23.64	\$29.55
DMM Professional Gd 5	Level 1 Pay Pt 1.4	\$48,116	\$24.84	\$31.05
DMM Professional Gd 6	Level 2 Exper Prof	\$49,737	\$25.67	\$32.09
DMM Professional Gd 7	Level 3 Exper Prof	\$54,357	\$28.06	\$35.07
DMM Professional Gd 8	Level 4 Professional	\$61,306	\$31.65	\$39.56

3.4 APPRENTICESHIP/S – Mining Industry Stream in Queensland only

3.4.1 Apprentices employed in Queensland, shall be in accordance with the Order Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.

3.4.2 Apprentice Rates

- (a) The terms and conditions of employment for Apprentices shall be in accordance with the Order and the rates of pay for an Apprentice shall be in accordance with the following table:-

Apprenticeship Year	Percentage of DMM Grade 3
Year 1	40%
Year 2	55%
Year 3	75%
Year 4	90%

3.4.3 Adult Apprentice Rates

- (a) The terms and conditions of employment for Adult Apprentices shall be in accordance with the Order and the rates of pay for an Apprentice shall be in accordance with the following table:-

Adult Apprenticeship Year	Percentage of DMM Grade 3
Year 1	75%
Year 2	80%
Year 3	84%
Year 4	90%

3.5 SUPERANNUATION

3.5.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the superannuation fund nominated in the Agreement covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

3.5.2 Employer contributions

- (a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

3.5.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 3.5.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 3.5.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 3.5.3(a) or (b) was made.

3.5.4 Superannuation fund

- (a) Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 3.5.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 3.5.2 and pay the amount authorised under clauses 3.5.3(a) or (b) to a default superannuation funds or its successor:

- Suncorp

- 3.5.5 On an individual basis where an Employee nominates a complying fund, such as BUSS(Q), the Employer contribution will not be greater than 9% of the Employee's Ordinary Time Earnings (OTE) provided that the nominated Employee is older than 18 years and/or whose OTE per month is \$450 or greater.

3.6 ALLOWANCES

3.6.1 Mining Industry Stream Allowances

(a) Allowances are all purpose allowances only if expressly stated in this clause 3.7 - Allowances. Where an employee is paid by the hour, the allowance will be 1/38th of the weekly allowance.

(b) Allowances for responsibilities or skills that are not taken into account in rates of pay

(i) Leading Hand

(A) A Leading Hand as appointed by the Employer, must be paid a weekly allowance of:

In Charge of:	% of Standard Rate
3 to 10 Employees	4.40
11 to 20 Employees	5.60
More than 20 Employees	7.53

(ii) First Aid Allowance

(A) An employee who holds first aid qualifications from St John Ambulance or an equivalent body, and who is appointed by the employer to participate in the emergency response team or otherwise to perform first aid duty, will be paid a first aid payment of 2% of the standard rate per week.

(iii) Licence Allowance - Electricians

(A) An employee who is required by their employer to hold an Electrical Technicians licence (or equivalent) will be paid an all purpose allowance of 4.55% of the standard rate per week.

(iv) Rail Allowance

(A) Rail Allowance is not applicable to this Agreement.

(c) Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations

(i) Industry allowance

(A) Mining Employees will be paid an all purpose industry allowance of 3.7% of the standard rate per week.

- (B) The industry allowance recognises and is in payment for all aspects of work in the industry, including but not limited to the location and nature of mining operations, clothing, dirt, wet, height, fumes, heat, cold, confined space, and all other disabilities not expressly dealt with under this clause.
- (ii) District Allowance
 - (A) District Allowances for the Northern Territory and for Western Australian are not applicable to a South Australian site and Queensland Employer.
- (iii) Underground Allowance
 - (A) Employees, other than employees classified as underground miners, whilst required by their employer to work underground will be paid an allowance of 7% per hour calculated by reference to the standard rate.
- (iv) Drilling, Prospecting and Exploration Allowance
 - (A) The following allowances apply only to employees who are required to perform drilling, prospecting and exploration duties.
 - (B) Drilling, prospecting and exploration duties are not part of this Agreement.
- (d) Reimbursement and Expense Related Allowances
 - (i) Meal Allowance for Overtime Work
 - (A) An employee will be paid a meal allowance of \$14.49 on each occasion that the employee is entitled to a rest break during overtime work, provided that an allowance is not required to be paid if the employer provides a meal or meal-making facilities or if the employee was notified no later than the previous day or shift that the employee would be required to work the overtime.
 - (ii) Tool Allowance
 - (A) An employee who is required by the employer to supply and maintain tools ordinarily required in the performance of work will be paid an allowance of \$14.65 per week.

3.6.2 Clerical/Administration Stream Allowances

- (a) Transport of employees—shiftworkers
 - (i) When an employee working shiftwork commences or finishes work at a time other than the employee's normal time of commencing or finishing and when reasonable means of transport is not available, the employer will reimburse the employee an amount equal to the cost of any transport which allows the employee to reach the employee's home by other means of transport, unless the employer provides suitable transport.
- (b) Clothing and footwear
 - (i) The employer will reimburse employees engaged in work damaging to clothing (for example, the use, maintenance or running repairs of office machines or in the receiving and/or despatch of goods) an amount equal to the cost of uniforms and/or protective clothing, except where uniforms and/or protective clothing are provided free of charge by the employer.
 - (ii) The employer will reimburse employees who are constantly required to work under conditions which are wet and damaging to footwear, (e.g. on surfaces periodically hosed down or in wet or muddy conditions) an amount equal to the cost of appropriate protective footwear, except where appropriate protective footwear is provided free of charge by the employer.
 - (iii) When an employee is required to wear and launder a uniform any cost of the uniform must be reimbursed and the employee must be paid \$3.55 for laundry expenses per week.
- (c) Meal allowance
 - (i) An employee required to work for more than one and a half hours of overtime without being given 24 hours' notice after the employee's ordinary time of ending work will be either provided with a meal or paid a meal allowance of \$13.64. Where such overtime work exceeds four hours a further meal allowance of \$10.92 will be paid.
- (d) Vehicle allowance
 - (i) An employee required by the employer to use the employee's motor vehicle in the performance of duties must be paid the following allowances:

- (A) Motor cars
\$0.75 per kilometre with a maximum payment as for 400 kilometres per week.
 - (B) Motorcycles
\$0.25 per kilometre with a maximum payment as for 400 kilometres per week.
 - (ii) The employer must pay all expenses including registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties.
- (e) Living away from home allowance
- (i) An employee, required by the employer to work temporarily for the employer away from the employee's usual place of employment, and who is required thereby to sleep away from the employee's usual place of residence, is entitled to the following:
 - (A) the payment of an allowance to cover all fares to and from the place at which the employer requires the employee to work; and
 - (B) the payment of an allowance to cover all reasonable expenses incurred for board and lodging.
 - (ii) The allowances referred to in this clause are not payable where the fares and the board and lodging are provided by the employer.
 - (iii) In addition to the above, the employee must receive payment at ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location, such paid time not to exceed eight hours in 24 hours.
- (f) First aid allowance
- (i) An employee who has been trained to render first aid, is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance Australia or a similar body and is appointed by an employer to perform first aid duty must be paid a weekly allowance of 1.5% of the standard rate.
- (g) Higher duties allowance
- (i) An employee, when required to perform any of the duties in a classification higher than their usual classification for more than one day must be paid at least the rate which would be applicable if such duties were performed on a permanent basis.

3.6.3 Professional Employees Stream Allowances

- (a) Travelling expenses and travelling time
 - (i) An employee will be reimbursed all reasonable expenses (including accommodation, meals and out-of-pocket expenses directly related to their employment) incurred while travelling on their employer’s business. Reasonable compensation for excess travel time will be agreed upon.

- (b) Vehicle allowance
 - (i) In cases where it is mutually agreed that an employee will be required to use their private vehicle on the employer’s business, the employee will be paid reasonable compensation, but in no case will the employee receive payment at a rate less than \$0.75 cents per kilometre travelled.

- (c) Equipment and special clothing
 - (i) Except where an employee elects to provide equipment and special clothing, the employer will provide free of cost, all such equipment and special clothing reasonably required for the adequate discharge of duties. Such equipment or clothing will remain the property of the employer.

3.6.4 Method of Adjusting Expense Related Allowance

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index Figure
Meal Allowance	Take-away and fast food sub-groups
Tool Allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle Allowance	Private motoring sub-group
Laundry Allowance	Clothing and footwear group

3.6.5 Accident Pay

- (a) Accident Pay is not applicable to this Agreement.

3.7 PAYMENT OF WAGES

3.7.1 Wages will be paid in arrears and the frequency of the payment of wages will be as stated in either:

- (a) the Employee's Letter of Offer of Employment; or
- (b) the Employee's Employee Assignment Form; or
- (c) a Workplace Arrangement; or
- (d) an Individual Flexibility Arrangement;

Employees will be paid their wages by means of direct credit (Electronic Funds Transfer) into an account set up by the Employee/s.

3.8 WAGE INCREASES DURING LIFE OF AGREEMENT

3.8.1 The rates of pay as stated in sub-clause 3.3.3 and sub-clause 3.3.4 and sub-clause 3.3.5, the employer will ensure that the base rates of pay applicable to employees will at all times exceed by two percent (2), the rates of pay in the *Clerks - Private Sector Award 2010*, the *Mining Industry Award 2010* or the *Professional Employees Award 2010*, as relevant to the classification of the employee.

PART 4 – MINING INDUSTRY STREAM - HOURS OF WORK AND RELATED MATTERS

4.1 ORDINARY HOURS OF WORK

4.1.1 A full-time employee's ordinary hours of work will be an average of 38 hours per week. The ordinary hours of part-time will be in accordance with clause 2.1.4 and the ordinary hours of casual employees will be in accordance with clause 2.1.6.

4.1.2 Employees other than shiftworkers

- (a) Subject to clause 4.1.2(c) employees, other than shiftworkers, may be required to work up to 10 ordinary hours per day, between the hours of 6.00 am and 6.00 pm, Monday to Sunday.
- (b) An employer may agree with a majority of affected employees to alter the spread of hours in clause 4.1.2(a) and/or to increase the ordinary hours per day to a maximum of 12.
- (c) Where employees were required to work 12 hour shifts under roster and working hours arrangements which were in place before 1 January 2010 those arrangements may continue to operate in respect to both existing employees and new employees.

4.1.3 Shiftworkers

- (a) Subject to clause 4.1.3(c) shiftworkers may be required to work a shift of up to 10 consecutive ordinary hours (including meal breaks). Shiftwork may be worked on any or all days of the week.
- (b) An employer may agree with a majority of affected employees to alter the spread of hours in clause 4.1.3(a) and/or to increase the ordinary hours per day to a maximum of 12.
- (c) Where employees were required to work 12 hour shifts under roster and working hours arrangements which were in place before 1 January 2010 those arrangements may continue to operate in respect to both existing employees and new employees.

4.1.4 Special arrangements for cycle work

- (a) Notwithstanding any other provision of this Agreement, the following arrangements apply to employees who are required to undertake a work cycle:
 - (i) Employees may be engaged to work on a work cycle made up of working and non-working days. The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total

number of working (on-duty period) and non-working (off-duty period) days in the cycle divided by seven.

- (ii) The on-duty period commences at the time the employee reports to the point designated by the employer for commencement of work at the workplace. The off-duty period commences at the conclusion of the employee's last rostered shift.

4.2 MAXIMUM WEEKLY HOURS

4.2.1 This clause of the Agreement provides industry specific detail and supplements the NES which deals with maximum weekly hours.

4.2.2 For the purposes of the NES an employee's weekly hours may be averaged over a period of up to 26 weeks.

4.3 OVERTIME AND PENALTY RATES

4.3.1 Overtime payments—employees other than continuous shiftworkers

- (a) Except where provided otherwise in this clause, an employee (other than a continuous shiftworker) will be paid the following additional payments for all work done in addition to their ordinary hours:
 - (i) 50% of the ordinary hourly base rate of pay for the first three hours and 100% of ordinary hourly base rate of pay thereafter, for overtime worked from Monday until noon Saturday;
 - (ii) 100% of the ordinary hourly base rate of pay for overtime worked after noon on a Saturday or at any time on a Sunday; and
 - (iii) 150% of the ordinary hourly base rate of pay for overtime worked on a public holiday.
- (b) An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of four hours or will be paid for a minimum of four hours' work in circumstances where the employee is engaged for a lesser period.

4.3.2 Overtime—continuous shiftworkers

- (a) A continuous shiftworker will be paid an additional payment for all work done in addition to ordinary hours of 100% of the ordinary hourly base rate of pay.

4.3.3 Method of calculation

- (a) When computing overtime payments, each day or shift worked will stand alone.
- (b) Any payments under this clause are in substitution of any other loadings or penalty rates.

4.3.4 Time off instead of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer.
- (b) The employee may take one hour of time off for each hour of overtime, paid at the employee's ordinary hourly base rate of pay.

4.3.5 Shiftwork penalties

- (a) A shiftworker or continuous shiftworker whilst on afternoon shift or night shift must be paid a loading of 15% of the ordinary hourly base rate of pay.
- (b) A shiftworker or continuous shiftworker whilst on permanent night shift must be paid a loading of 30% of the ordinary hourly base rate of pay.

4.3.6 Weekend work

- (a) An employee will be paid the following loadings for ordinary hours worked on a Saturday or Sunday:
 - (i) 50% of the ordinary hourly base rate of pay for the first three hours and 100% of ordinary hourly base rate of pay thereafter, for ordinary hours worked before noon on a Saturday; and
 - (ii) 100% of the ordinary hourly base rate of pay, for hours worked after noon on a Saturday or at any time on a Sunday.

4.3.7 Public holidays

- (a) An employee will be paid a loading of 150% of the ordinary hourly base rate of pay, for any ordinary hours worked on a public holiday.

4.4 ROSTERING

4.4.1 An employer may vary an employee's days of work or start and finish times to meet the needs of the business by giving at least 48 hours' notice, or such shorter period as is agreed between the employer and an individual employee.

4.4.2 Where an employee is performing shiftwork, the employer may change shift rosters or require an employee to work a different shift roster upon 48 hours' notice. These time periods may be reduced where agreed by the employer and the employee or at the direction of the employer where operational circumstances require.

4.4.3 The employer must consult with directly affected employees about any changes made under this clause.

4.4.4 Emergency arrangements

- (a) Notwithstanding anything elsewhere contained in this clause, an employer may vary or suspend any roster arrangement immediately in the case of an emergency.

4.5 BREAKS

4.5.1 Meal breaks and rest breaks

- (a) An employee, other than a shiftworker, is entitled to an unpaid meal break of not less than 30 minutes after every five hours worked.
- (b) A shiftworker working 10 hours or less will be entitled to a paid meal break of 20 minutes per shift.
- (c) A shiftworker working for longer than 10 hours will be entitled to paid meal breaks totalling 40 minutes per shift.
- (d) Breaks will be scheduled by the employee's supervisor based upon operational requirements so as to ensure continuity of operations. The employer will not require an employee to work more than five hours before the first meal is taken or between subsequent meal breaks if any.

4.5.2 Rest breaks during overtime

- (a) An employee may take a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue work after the rest break.
- (b) The employer and an employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.

4.5.3 Minimum break between work on successive day or shifts

- (a) Employees other than shiftworkers
 - (i) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off work between work on successive working days.
 - (ii) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
 - (iii) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent

until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

(b) Shiftworkers

- (i) For shiftworkers, the required period of consecutive hours off work is eight hours. Other arrangements are as per clauses 4.5.3(a)(i) to clause 4.5.3(a)(iii) above.

4.6 SHIFTWORK

4.6.1 Shiftworkers will be entitled to five weeks' annual leave in accordance with the National Employment Standards.

4.7 STATUTORY HOLIDAYS – (Public Holidays)

4.7.1 Employees are entitled to public holidays in accordance with the NES.

4.7.2 Substitution of Public Holidays

- (a) An employer and a majority of affected employees or an individual employee may reach agreement in writing to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under terms of the NES.

PART 5 – CLERICAL / ADMINISTRATION STREAM - HOURS OF WORK AND RELATED MATTERS

5.1 ORDINARY HOURS OF WORK (OTHER THAN SHIFTWORKERS)

5.1.1 Weekly Hours of Work – day workers

- (a) The ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days, or an average of 38 over the period of an agreed roster cycle.
- (b) The ordinary hours of work may be worked from 7.00 am to 7.00 pm Monday to Friday and from 7.00 am to 12.30 pm Saturday. Provided that where an employee works in association with other classes of employees who work ordinary hours outside the spread prescribed by this clause, the hours during which ordinary hours may be worked are as prescribed by this Enterprise Agreement applying to the majority of the employees in the workplace.
- (c) Not more than 10 hours exclusive of meal breaks (except if paid for at overtime rates) are to be worked in any one day.

5.1.2 Altering spread of hours

- (a) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or in appropriate circumstances, between the employer and an individual employee.

5.1.3 Notice of rostered days off

- (a) Where an employee is entitled to a rostered day off during the employee's work cycle, the employer must give the employee four weeks' notice in advance of the weekday the employee is to take off.

5.1.4 Substitute days

- (a) An employer may substitute the day an employee is to take off for another day in case of a break down in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (c) Where the working of the 38 hour week is agreed to in accordance with this clause, an employee and the employer may agree to a banking system of up to a maximum of five rostered days off. An employee would therefore work on what would normally have been the employee's rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually

convenient time for both the employee and the employer, provided not less than five days' notice is given before taking the banked rostered day(s) off.

- (d) No payments or penalty payments are to be made to employees working under this substitute banked rostered day off. However the employer will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an employee elects to take a banked rostered day off.
- (e) Employees terminating prior to taking any banked rostered day(s) off must receive one fifth of average weekly pay over the previous six months multiplied by the number of banked substitute days.
- (f) Employees who work on a rostered day off basis each 20 day cycle are entitled to 12 rostered days off in a 12 month period.

5.2 BREAKS

5.2.1 Meal Breaks

- (a) Subject to the provisions of clause 5.4 – Shiftwork of this Agreement, a meal period of not less than 30 minutes and not more than 60 minutes must be allowed to each employee. Such meal period must be taken not later than five hours after commencing work and after the resumption of work from a previous meal break. Employees required to work through meal breaks must be paid double time for all time so worked until a meal break is allowed.

5.2.2 Rest Break

- (a) An employee must be allowed two 10 minute rest intervals to be counted as time worked on each day that the employee is required to work not less than eight ordinary hours. Each rest interval should be taken at a time suitable to the employer taking into account the needs of the business. If suitable to business operations, the first rest interval should be allowed between the time of commencing work and the usual meal interval and the second rest interval should be allowed between the usual meal and the time of ceasing work for the day.
- (b) An employee must be allowed one 10 minute rest interval to be counted as time worked on each day that the employee is required to work more than three but less than eight ordinary hours. The rest interval should be taken at a time suitable to the employer taking into account the needs of the business.
- (c) An employee who works more than four hours overtime on a Saturday morning must be allowed a rest interval of 10 minutes without loss of pay between the time of commencing work and finishing work.

5.3 OVERTIME RATES AND PENALTIES (OTHER THAN SHIFTWORKERS)

5.3.1 Payment for working overtime

- (a) Employees working overtime:
 - (i) within the hours fixed in clause 5.1 – Ordinary Hours of Work (other than shiftworkers), of this Agreement but in excess of the hours fixed for an ordinary week's work; or
 - (ii) outside the hours fixed in clause 5.1 of this Agreement;

must be paid time and a half for the first two hours and double time thereafter calculated on a daily basis.
- (b) For the purposes of this clause hours fixed for an ordinary week's work means the hours of work fixed in an establishment in accordance with clause 5.1 of this Agreement or varied in accordance with the relevant clauses of this Agreement.
- (c) For the purposes of administering the provisions contained in this clause, the minimum period for which an employee must be paid overtime is one half hour per week.
- (d) An employee who works 38 hours Monday to Friday must be paid a minimum of three hours at overtime rates for work performed on a Saturday, provided that such employee is ready, willing and available to work such overtime.

5.3.2 Payment for working Saturdays and Sundays

- (a) Work within the spread of ordinary hours on Saturday will be paid at the rate of time and a quarter.
- (b) All work done on a Sunday must be paid for at the rate of double time.
- (c) An employee required to work on a Sunday is entitled to not less than four hours' pay at penalty rates provided the employee is available for work for four hours.

5.3.3 Rest Period After Overtime

- (a) When overtime work is necessary it must wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

- (b) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee must be paid at double the ordinary time rate of pay until the employee is released from duty for such period and the employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) Overtime worked in the circumstances specified in clause 5.3.4 must not be regarded as overtime for the purpose of this clause.
- (e) The provisions of this clause apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purposes of changing shift rosters;
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (f) When an employee has not substituted nor banked the rostered day off and therefore works overtime on the rostered day off, the rate of pay must be calculated in accordance with the provisions of clause 5.3.1.

5.3.4 Return to Duty

- (a) Where an employee is required to return to duty after the usual finishing hour of work for that day the employee must be paid at the overtime rates prescribed in clause 5.3.1(a) but must receive a minimum payment as for three hours' work. Provided that this clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

5.3.5 Time Off Instead of Overtime

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime that would otherwise be payable under this clause at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate that is an hour for each hour worked.

- (c) An employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

5.3.6 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work 'make-up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

5.4 SHIFTWORK (CLERICAL/ADMIN)

5.4.1 Definitions

- (a) In this clause:
 - (i) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.
 - (ii) **Night shift** means any shift finishing after midnight, and at or before 8.00 am.
 - (iii) **Permanent night shift** means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

5.4.2 Altering span of hours

- (a) By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

5.4.3 Ordinary hours of work

- (a) The ordinary hours of work for shiftworkers are to be an average of 38 hours per week and must not exceed 152 hours in 28 consecutive days.
- (b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- (a) Not more than 10 ordinary hours are to be worked in any one day.

5.4.4 Hours, shift allowances, special rates, meal interval

- (a) Notwithstanding any other provisions of this Agreement an employee may be employed on shifts, in which case the ordinary hours for a week's work are to be 38, and must be performed in shifts not exceeding six shifts of 10 hours each. A Sunday may be included.
- (b) Times of beginning and ending the shift of an employee may in any case be varied by agreement between the employer and the employee or in the absence of agreement may be varied by at least one week's notice given by the employer to the employee.
- (c) A shiftworker employed on an afternoon shift or a night shift must, for work done during the ordinary hours of any such shift, be paid ordinary rates plus an additional 15% for afternoon or night shift, or an additional 30% for a permanent night shift.
- (b) A shiftworker whose ordinary working period includes a Saturday, a Sunday or a public holiday (as prescribed in Division 10 of the NES) as an ordinary working day must be paid at the rate of time and a half for such ordinary time as occurs on such Saturday, Sunday or public holiday.
- (e) Where ordinary shift hours commence between 11.00 pm and midnight on a Sunday or public holiday, the ordinary time so worked before midnight does not entitle the shiftworker to the Sunday or public holiday rate. Provided that the ordinary time worked by a shiftworker on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday is regarded as ordinary time worked on such Sunday or public holiday.
- (f) Twenty minutes must be allowed to a shiftworker for a meal during each shift before the expiration of five hours. Such meal break must be counted as time worked.

5.4.5 Overtime

- (a) A shiftworker for all time worked:
 - (i) in excess of the ordinary weekly hours fixed in this clause must be paid time and a half for the first three hours and double time thereafter; or
 - (ii) in excess of ordinary daily hours on an ordinary shift must be paid time and a half for the first two hours and double time thereafter.
- (b) Clause 5.3.5 – Time Off Instead of Overtime and clause 5.3.6 – Make-up Time, apply to shiftworkers as well as day workers.

5.4.6 Work on Saturday, Sunday or Public Holiday

- (a) A shiftworker whose ordinary working period does not include a Saturday, a Sunday or a public holiday (as prescribed in Division 10 of the NES) as an ordinary working day must, if required to work on any such day be paid double time for work done with a minimum payment of four hours at double time if the employee is available for work during such four hours. This provision for minimum payment does not apply where the work on such day is continuous with the commencement or completion of the employee's ordinary shift

5.4.7 Special Rates Not Cumulative

- (a) The special rates prescribed are in substitution for and not in addition to the shift allowances prescribed.

5.5 PUBLIC HOLIDAYS

5.5.1 Public holidays are provided for in the NES.

5.5.2 An employer and the employees may by agreement substitute another day for a public holiday.

5.5.3 Work on a public holiday or a substituted day must be paid at double time and a half. Where both a public holiday and substitute day are worked public holiday penalties are payable on one of those days at the election of the employee. An employee required to work on a public holiday is entitled to not less than four hours pay at penalty rates provided the employee is available to work for four hours.

PART 6 – PROFESSIONAL EMPLOYEES STREAM - HOURS OF WORK AND RELATED MATTERS

6.1 ORDINARY HOURS OF WORK AND ROSTERING

6.1.1 For the purpose of the NES, ordinary hours of work under this Agreement are 38 per week. An employee who by agreement with their employer is working a regular cycle (including shorter or longer hours) must not have ordinary hours of duty which exceed an average of 38 hours per week over the cycle.

6.1.2 Employers will compensate for:

- (a) time worked regularly in excess of ordinary hours of duty;
- (b) time worked on call-backs;
- (c) time spent standing by in readiness for a call-back;
- (d) time spent carrying out professional engineering duties or professional scientific/information technology duties outside of the ordinary hours of duty over the telephone or via remote access arrangements; or
- (e) time worked on afternoon, night or weekend shifts.

6.1.3 Compensation may include:

- (a) granting special additional leave;
- (b) granting special additional remuneration;
- (c) taking this factor into account in the fixation of annual remuneration; or
- (d) granting a special allowance or loading.

Provided that, where relevant, such compensation or remuneration will include consideration of the penalty rate or equivalent and the conditions as applicable from time to time to the majority of employees employed in a particular establishment in which the employee is employed.

6.1.4 The compensation and/or remuneration will be reviewed annually to ensure that it is set at an appropriate level having regard to the factors listed in this clause.

6.1.5 Transfers

Where an employee is transferred permanently from day work to shiftwork or from shiftwork to day work, such employee should receive at least one month's notice. However, the employer and the employee may agree on a lesser period of notice.

6.2 ENGINEERING STREAM UNDER THIS AGREEMENT

6.2.1 Qualified Engineer/s

- (a) **Experienced engineer** means a Professional engineer with the undermentioned qualifications engaged in any particular employment where the adequate discharge of any portion of the duties requires qualifications of the employee as (or at least equal to those of) a member of Engineers Australia. The qualifications are as follows:
- (i) membership of Engineers Australia; or
 - (ii) having graduated in a four or five year course at a university recognised by Engineers Australia, four years' experience on professional engineering duties since becoming a Qualified engineer; or
 - (iii) not having so graduated, five years of such experience.
- (b) **Graduate engineer** means a person who is the holder of a university degree (four or five year course) recognised by Engineers Australia or is the holder of a degree, diploma or other testamur which:
- (i) has been issued by a technical university, an institute of technology, a European technical high school (technische hochschule) or polytechnic or other similar educational establishment; and
 - (ii) is recognised by Engineers Australia as attaining a standard similar to a university degree; and has been issued following:
 - (A) a course of not less than four years duration for a full-time course after a standard of secondary education not less than the standard of examination for matriculation to an Australian university; or
 - (B) a part-time course of sufficient duration to obtain a similar standard as a four year full-time course after a similar standard of secondary education.
- (c) **Professional engineer** means a person qualified to carry out professional engineering duties as defined. The term Professional engineer will embrace and include Graduate engineer and Experienced engineer as defined in this clause.
- (d) **Professional engineering duties** means duties carried out by a person in any particular employment, the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) a graduate member of Engineers Australia

6.3 NOTIFICATION OF CONDITIONS OF EMPLOYMENT AND RESPONSIBILITY LEVEL

- (a) Employees engaged or employed by an employer covered by this Agreement must be advised in writing by the employer of the conditions under which the employee is to be employed.
- (b) An employee must on appointment and/or upon request be informed by their employer of the responsibility level as described in clause 3.2.8 which the employer considers relevant to the employee's employment having regard to the duties performed by the employee concerned.

6.4 EVIDENCE OF QUALIFICATIONS

- (a) An employee who is employed under this Agreement or who is an applicant for employment covered by this Agreement, must if and when required to do so by the employer, produce to the employer written evidence that they possess or have acquired the qualifications of a Qualified engineer, Experienced engineer, Qualified scientist, Experienced scientist, Graduate information technology employee or Experienced information technology employee.
- (b) Where an employee has failed to produce to the employer written evidence that they possess or have acquired the relevant qualifications and the employee subsequently claims to be entitled to payment at a rate prescribed by this Agreement, it will be a defence to the employer if the employer establishes that during the said period the employer did not know and had no reason to believe that the employee had acquired the qualifications of a Qualified engineer, Experienced engineer, Qualified scientist, Experienced scientist, Graduate information technology employee or Experienced information technology employee.

6.5 PROFESSIONAL DEVELOPMENT

- (a) It is understood and accepted that it is the responsibility of the employees to keep themselves informed of developments in their profession and to develop their professional knowledge and ability, and that it is appropriate for employees to be encouraged to undertake self-development programs.
- (b) Where the employee and the employer agree that an activity be undertaken by the employee as a component of a structured training program, the employer will meet all costs associated with the training.

6.6 PUBLIC HOLIDAYS

6.6.1 Public holidays are provided for in the NES.

6.6.2 Substitution of public holidays by agreement at the enterprise

- (a) Substitution of public holidays by majority agreement - An employer and its employees may agree to substitute another day for any of the prescribed days in this clause. For this purpose, the consent of the majority of the affected employees will constitute agreement.
- (b) Substitution of public holidays by individual agreement - An employer and individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or relevant section or sections of it.

PART 7 - LEAVE

7.1 ANNUAL LEAVE

7.1.1 Annual Leave is provided for in the NES

7.1.2 Arrangements for taking Annual Leave

- (a) Where an employee works in a remote location or on cycle work made up of working days and non-working days, a period of paid annual leave includes working and non-working days during the period.
- (b) Where an employee works in a remote location or on cycle work made up of working days (on-duty period) and non-working days (off-duty period), an employer may reasonably require that:
 - (i) any period or periods of annual leave taken by the employee must be a multiple of the on-duty period and/or off-duty period under the employee's work cycle roster; or
 - (ii) the employee take annual leave in accordance with the roster cycle.

7.1.3 Annual Leave Loading

(a) Mining Stream

- (i) The amount to be paid to an employee prior to going on leave must be worked out on the basis of the greater of:
 - (A) the amount the employee would have been paid for working ordinary hours during the period of annual leave, including loadings, penalties and allowances paid for all purposes (but excluding payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred); or
 - (B) the employee's minimum rate of pay for ordinary hours under clause 3.3 – Remuneration of this Agreement plus an annual leave loading of 17.5%.

(b) Clerical Administration Stream

- (i) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 3.3 - Remuneration. Annual leave loading payment is payable on leave accrued.

- (ii) The loading is as follows:
 - (A) Day Work - Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.
 - (B) Shiftwork - Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

(c) Professional Employee Stream

- (i) An employee must be paid a loading calculated at the rate of 17.5% of their base rate of pay, provided that:
 - (A) In no case will there be an entitlement to an amount in excess of the ABS average weekly earnings for all males (Australia) for the preceding September quarter of the year preceding the year in which the date of the accrual of the annual leave falls.
 - (B) Where an employee is in receipt of remuneration from their employer which is related to their annual leave loading and which is established as being of equivalent value to or greater value than the loading provided by this clause, no further entitlement will accrue. Where the benefit is of a lesser value than equivalent value then the employer must make up the benefit to that value.

7.1.4 Definition of a Shiftworker (for the purpose of the additional week provided for in the NES)

(a) Mining Stream

- (i) For the purposes of the provisions of the NES which deal with annual leave, shiftworker means a continuous shiftworker.

(b) Clerical Administration Stream

- (i) For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

(c) Professional Employee Stream

- (i) For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

- (ii) Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a seven day shiftworker, the employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

7.1.5 Taking Annual Leave During Shut Downs

- (a) An employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. If an employee does not have sufficient accrued annual leave for the period of the shut down, then the employee may be required to take leave without pay.
- (b) An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

7.1.6 Requirement to take annual Leave Not Withstanding the NES

- (a) An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:
 - (i) as part of a close-down of its operations; or
 - (ii) where more than eight weeks' leave is accrued.

7.2 PERSONAL / CARERS LEAVE AND COMPASSIONATE LEAVE

7.2.1 Personal/care's leave and compassionate leave are provided for in the NES

7.3 PARENTAL LEAVE

7.3.1 Parental Leave is provided for in the NES.

7.4 COMMUNITY SERVICE LEAVE

7.4.1 Community service Leave is provided for in the NES.

7.5 LONG SERVICE LEAVE

- 7.5.1 All Employees will be entitled to Long Service Leave in accordance with the provisions of Part 3 - Long Service Leave, *Industrial Relations Act 1999*.
- 7.5.2 Employees who receive Portable Long Service Leave entitlements in accordance with BCIP or QLeave provisions will not receive any payments from the Employer for the same period/s.
- 7.5.3 This Agreement allows the cashing-out of the Long Service Leave entitlement at the time when the Long Service Leave falls due, provided the Employer and Employee agree by a signed agreement.

PART 8 - MISCELLANEOUS

8.1 OBLIGATIONS TO THE EMPLOYER

8.1.1 Employees must not:-

- (a) engage or be engaged in any conduct or activity that may harm or adversely affect or potentially conflict with the Employer's operations, business or interests;
- (b) bring firearms or domestic animals onto any work sites. Except in the case of emergency, no hitchhikers are permitted to be carried in any Employer or any Client vehicle;
- (c) use, possess or be under the influence of alcoholic beverages or liquor, drugs or other intoxicating substances, other than for bona fide medical reasons, during work hours or when representing the Employer in the capacity as an Employee. Should the Employee be required to consume any of the above substances for bona fide medical reasons, the Employee must inform the relevant supervisor, so that an assessment can be made about the Employee's fitness to continue work;

8.2 DRUG AND ALCOHOL TESTING

- 8.2.1 In accordance with Dawsons Mine Maintenance Pty Ltd Drug and Alcohol policies, the Employer reserves the right to require Employees to undertake a medical examination to test for substances which would/could affect the Employee's performance or cause the Employee to work in an unsafe manner.
- 8.2.2 Employees may be required to undertake, without limitation, random drug and alcohol testing in accordance with the Dawsons Mine Maintenance Pty Ltd Drug and Alcohol policies.
- 8.2.3 Such tests will be carried out by Dawsons Mine Maintenance Pty Ltd nominated Doctor at the Employer's expense.

PART 9 – DECLARATIONS AND SIGNATORIES

9.1 Approval of this Enterprise Agreement in accordance with s185 of the *Fair Work Act 2009*

Employer Representative - Approved by and on behalf of the Employer:


Witness:
In the presence of

.....Chief Executive Officer.....
[title]

Jae-Marcel Lundstrom
.....
[print name of Witness]

.....Sharon Rose Dawson.....
[print name]

Jae-Marcel Lundstrom
.....
[signature of Witness]

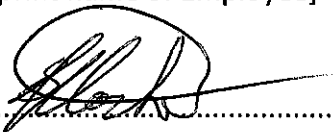

.....
[signature of Employer]

Employee Representative - Approved by and on behalf of the Employees (this Employee has been duly elected to sign this Agreement on behalf of the Employees:


Witness:
In the presence of

SHAWN CLARKE
.....
[print name of Employee]

Jae-Marcel Lundstrom
.....
[print name of Witness]


.....
[signature of Employee]

Jae-Marcel Lundstrom
.....
[signature of Witness]

Jae-maree Lundstrom
Lodgement Officer 

Operational date. . .
Dawsons Mine Maintenance Enterprise Agreement 2013

Undertaking in accordance with section 190 of the *Fair Work Act 2009*


**DAWSONS MINE MAINTENANCE ENTERPRISE AGREEMENT 2013
(The Agreement)**

AG2013/328

Dawsons Mine Maintenance Pty Ltd (the employer) provides the following undertakings in relation to the Agreement:

Apprentices (Clause 3.4.1)

1. *In applying the conditions prescribed in clause 3.4.1 of the Agreement, the employer will ensure that apprentices will receive terms and conditions at least equivalent to the relevant conditions prescribed in the Mining Industry Award 2010.*


.....

Jae-maree Lundstrom
For the employer

28/2/2013
.....

Date