

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION  
AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION  
THE COAL MINING INDUSTRY (PRODUCTION AND ENGINEERING)  
CONSOLIDATED AWARD 1997

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Australian Industrial Relations Commission

*Workplace Relations Act 1996*  
s.113 application for variation

**Queensland Mining Council and another**

**and**

**Construction, Forestry, Mining and Energy Union and others**  
(C No. 23909 of 1997)

**THE COAL MINING INDUSTRY (PRODUCTION AND ENGINEERING)  
CONSOLIDATED AWARD 1997**  
(ODN C No. 00623 of 1989)

Various employees

Coal industry

JUSTICE BOULTON

MELBOURNE, 10 DECEMBER 1997

*Modernisation and consolidation of award.*

CONSENT AWARD

**PART 1 - APPLICATION AND OPERATION OF AWARD**

**1. TITLE**

This award may be referred to as "The Coal Mining Industry (Production and Engineering) Consolidated Award 1997".

**2. ARRANGEMENT**

[Pt 1:2 amended by Q2125 Q7854 S0657]

**Part 1 – Application and operation of award**

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**Part 9 – (Deleted)**

**Schedules**

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### **3. COVERAGE OF AWARD**

**3.1** The award applies to persons engaged in work performed in the coal mining industry in the following States:-

- New South Wales;
- Queensland; and
- Tasmania.

**3.2** The award binds:-

[3.2.1 varied by PR900235 ppc 01Mar01]

**3.2.1** The Construction, Forestry, Mining & Energy Union and its members employed in any of the classes of work or classifications covered by its eligibility rules;

[3.2.2 varied by PR900235 ppc 01Mar01]

**3.2.2** The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union and its members employed in any of the classes of work or classifications covered by its eligibility rules;

[3.2.3 varied by PR900235 ppc 01Mar01]

**3.2.3** The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia and its members employed in the classes of work or classifications covered by its eligibility rules;

**3.2.4** The employers listed in Schedule A of the award;

**3.2.5** Any successor to the business of an employer listed in Schedule A of the award;

**3.2.6** Any assignee or transmittee of the business of an employer listed in Schedule A of the award;

- 3.2.7** Any corporation which has acquired or taken over the business of an employer listed in Schedule A; and
- 3.2.8** Any member of an Association of Employers listed in Schedule A of the award.

#### **4. ANTI-DISCRIMINATION**

[Pt 1:4 substituted by S0657 ppc 03Nov99]

**4.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of the following:

- race;
- colour;
- sex;
- sexual preference;
- age;
- physical or mental disability;
- marital status;
- family responsibilities;
- pregnancy;
- religion;
- political opinion;
- national extraction; and
- social origin.

**4.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

**4.3** Nothing in this clause is to be taken to affect:

- 4.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 4.3.2** junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;
- 4.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- 4.3.4** the exemptions in ss.170CK(3) and (4) of the Act.

#### **5. DEFINITIONS**

[5 preamble substituted by PR900235 ppc 01Mar01]

The following definitions apply in this award, except where otherwise clearly indicated.

## 5.1 General

**5.1.1 CFMEU** means the Construction, Forestry, Mining & Energy Union (Mining and Energy Division).

**5.1.2 Mine** means any mine, operation or establishment.

**5.1.3 Production** means the extraction of coal (excluding underground development as defined herein) including coal hauling in an open-cut mine. This definition does not include hauling of coal extracted as overburden and coal previously mined and stockpiled due to infrastructure or marketing constraints.

**5.1.4 Underground development** means the driving of headings and gate roads in longwall operations and first workings in board and pillar operations.

[Pt 1:5.1.5 deleted by S0657 ppc 03Nov99]

[Pt 1:5.1.6 renumbered as 5.1.5 by S0657 ppc 03Nov99; deleted by PR900235 ppc 01Mar01]

[Pt 1:5.1.7 renumbered as 5.1.6 by S0657 ppc 03Nov99, deleted by PR900235 ppc 01Mar01]

## 5.2 Geographic

**5.2.1 Northern District** means the coal mining fields of Newcastle, Maitland, Singleton-Northwest and Gunnedah in the State of New South Wales.

**5.2.2 Southern District** means the coal mining fields south of Sydney in the State of New South Wales.

**5.2.3 Western District** means the coal mining fields of the Blue Mountains, Lithgow and Mudgee in the State of New South Wales.

**5.2.4 Queensland District** means the whole of the State of Queensland.

**5.2.5 Tasmanian District** means the whole of the State of Tasmania.

**5.2.6 Southern Division** embraces the whole of the State of Queensland south of Moura mine.

**5.2.7 Central Division** embraces the whole of the State of Queensland from Moura mine to, and including, Newlands mine.

**5.2.8 Northern Division** embraces the whole of the State of Queensland north of Newlands mine.

### **5.3 Working Patterns**

- 5.3.1 Five day weekend roster employee** means a person whose roster cycle is five days and includes Saturday and/or Sunday.
- 5.3.2 Six day roster employee** means a person who over the roster cycle is rostered to work on any six days of the week.
- 5.3.3 Seven day roster employee** means a person who, over the roster cycle is rostered to work on the seven days of the week.
- 5.3.4 Non-working day** means any day on which an employee by virtue of the employee's roster is never rostered to attend for rostered hours of work.
- 5.3.5 Rostered day off** means any day on which an employee, by virtue of the employee's roster, is not rostered to attend for rostered hours of work and does not include non working days.
- 5.3.6 Rostered overtime** means overtime which forms an integral part of the employee's roster.
- 5.3.7 Rostered hours** means ordinary hours of work and rostered overtime.

### **5.4 Employment Functions**

[5.4 deleted by PR900235 ppc 01Mar01]

### **5.5 Machinery and Equipment**

[5.5 deleted by PR900235 ppc 01Mar01]

## **6. COMMENCEMENT DATE OF CONSOLIDATED AWARD**

The award and all variations up to and including the variation in matter C No. 23909 of 1997, are consolidated in this document to operate from 4 December 1997 and continue in force for a period of 6 months or until further order.

## **7. RELATIONSHIP WITH OTHER AWARDS**

This award consolidates the Coal Mining Industry (Production and Engineering) Interim Consent Award, September 1990 and all variations up to 4 December 1997. This award does not, however, affect any right, obligation or liability accrued or incurred under that former award. In the event of a disagreement concerning definition, reference will be made to those in the award prior to consolidation.

## **PART 2 - AWARD FLEXIBILITY**

### **8. FACILITATIVE PROVISIONS**

[Pt 2:8 Agreement title changed and substituted by S0657 – S1544 ; S7126 ppc 19Jun00]

**8.1** A facilitative provision is one which provides that application of an award provision may be departed from by agreement between an individual employer and the union and/or an employee, or the majority of affected employees.

**8.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause title</b>	<b>Clause no.</b>
Procedures for avoiding industrial disputes – by-passed steps	11.3
Notice of termination – Redundancy	17.5
Payment of wages – method of payment	20.3
Payment of wages – keeping in hand	20.4
Disability Payments and Allowances – Facilitative provision	21.5
Hours of work – Ordinary hours of work – spread of hours	24.1.2
Hours of work – Length of Shifts	24.2.2
Hours of work – Starting and Finishing places	24.4.1
Hours of work – Rostered Days Off – Period of notice is to be given	24.6.1
Hours of work – Rostered Days Off – RDO moved to another day	24.6.4
Hours of work – Rostered Days Off – substitute for another day	24.6.5
Overtime – Working on after knock-off time on 7 Ordinary Hour Shifts	26.6
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Annual Leave – Credit for annual leave	29.1
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Annual Leave – When payment must be made	29.7
Annual Leave – Shutdown period of notice	29.11.1
Special family leave – Annual Leave	33.3.1
Special family leave – Time Off in Lieu of Payment for Overtime	33.4.1
Parental leave – Maternity leave – Variation of period	34.1.8.2
Parental leave – Paternity Leave – Variation of period	34.2.7.2
Parental leave – Adoption leave – Variation of period	34.3.7.2
Parental leave – Part time work – Entitlement	34.4.2
Public holidays – Transfer of recognised Public Holiday	37.2

### **9. CONDITIONS NOT DEALT WITH BY THE AWARD (PREVIOUSLY CLAUSE 31)**

[Pt 2:9 deleted by Q7854 from 01Jul98; corrected by Q7854 from 01Jul98]



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

### **10. INTRODUCTION OF CHANGE (Previously Clause 23A)**

[Pt 3:10 deleted by Q2125 from 01Jul98]

### **11. PROCEDURES FOR AVOIDING INDUSTRIAL DISPUTES**

**11.1** If a dispute arises out of the interpretation of this award or in the course of employment:-

**11.1.1** the matter is to be dealt with in accordance with clause 11.2;

**11.1.2** there will not be any stoppage of work by the employer or employee whilst the procedure in 11.2 is being followed; and

**11.1.3** while the procedure is being followed, work will proceed under the conditions prevailing before the dispute. Where those conditions are themselves disputed, work will continue in accordance with the reasonable direction of the employer, the employee's recognised skills, competence, training and safe working practices.

[Pt 3:11.2 substituted by Q2125 from 01Jul98]

**11.2** The procedure for resolution of disputes is as follows:-

**11.2.1** Discussion between the employee and the immediate supervisor involved.

**11.2.2** Referral in writing by the person(s) raising the grievance for discussion with the employer's department head or his/her representative. The employee(s) may appoint another person to act on their behalf including a lodge officer or delegate of their union.

Where a delegate or lodge officer is involved he/she shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor and to discuss the dispute.

**11.2.3** Discussion involving the mine manager or his/her representative. The employee(s) may invite a union representative at the mine to be involved in the discussions.

**11.2.4** Discussion involving more senior nominated company officials (which may include the mine manager). The employee(s) may invite district officials of their union to be involved in the discussions. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs.

The delegate or lodge officer will be allowed at a place designated by the employer, a reasonable period of time during working hours to interview the duly-accredited union officials of the union to which they belong.

**11.2.5** Referral by either party to the Australian Industrial Relations Commission.

**11.3** By agreement between the parties, any or all of the steps 11.2.2, 11.2.3, or 11.2.4 may be by-passed in the interest of a speedy resolution of the dispute.

#### **Dispute Settlement Procedures - Unfair Dismissals [Previously Clause 5(f)]**

[Pt 3:11.4 deleted by Q2125 from 01Jul98]

### **PART 4 - EMPLOYMENT RELATIONSHIP AND DUTIES**

#### **12. EMPLOYEE DUTIES**

[12 substituted by PR900235 ppc 01Mar01]

**12.1** An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling and provided that the duties are within safe working practices and statutory requirements.

**12.2** Employees must undertake training that the employer reasonably requires. This may include training to maintain their classification or acquire new competencies.

**12.3** Where an employee does not perform the required work in accordance with clause 12.1 above, the employee is not entitled to payment for that period.

**12.4** All employees with a competency may be required to demonstrate and familiarise other employees on a day to day or as required basis in that competency.

#### **13. EMPLOYMENT CATEGORIES**

**13.1** Employment will be on a Weekly Basis

##### **13.2 Regular part-time employees:**

[Pt 4:13.2 Part-time employment title changed and varied by S0657; Regular Part-time employment title changed and substituted by S7126 ppc 19Jun00]

**13.2.1** An employer may employ regular part-time employees in any classification in this award.

**13.2.2** A regular part-time employee is an employee who:

- (a) works less than 35 hours per week; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- 13.2.3** At the time of engagement the employer and the regular part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 13.2.4** Any agreed variation to the regular pattern of work will be recorded in writing.
- 13.2.5** All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 26 – Overtime, of this award.
- 13.2.6** A regular part-time employee will be paid per hour one thirty-fifth of the weekly rate prescribed by clause 18 for the classification, group or level on which the employee is engaged.
- 13.2.7** Part-time employees are entitled to payments in respect of Annual Leave, Sick Leave, Public Holidays and Long Service Leave based on the proportion of their average ordinary hours to 35. Payment for public holidays will only be made for the ordinary hours that would have been worked, but for the holiday.

### **13.3 Apprentices - Queensland and New South Wales**

[Pt 4:13.3.1 substituted by S0657 ppc 03Nov99]

- 13.3.1** The terms of this award apply to the employment of apprentices.
- 13.3.2** The off-the-job training of an apprentice may be undertaken on day release or block release basis.
- 13.3.3** In order to ensure sufficient training an apprentice may be engaged by more than one employer in the coal mining industry. Where this occurs an agreement must be reached between the employers involved on their responsibilities arising under the apprenticeship. A copy of the agreement must be given to the apprentice.
- 13.3.4** An adult apprentice is a person who is twenty-one years of age or over when they commence a three year apprenticeship.
- 13.3.5** An employer may provide an apprentice with a tool kit if they agree on the terms for the payment of the cost of the tool kit.

### **13.4 Apprentices - Queensland Only**

- 13.4.1** Except where inconsistent with this award, the Vocational Education, Training and Employment Act 1991 (Qld) applies.

**13.4.2** The weekly minimum wage rates for apprentices are as follows:-

[13.4.2 varied by PR900235 ppc 01Mar01]

Apprentices other than adult apprentices

first year of experience	45%
second year of experience	60%
third year of experience	75%
fourth year of experience	90%

Adult apprentices

first year of apprenticeship	85%
second year of apprenticeship	90%
third year of apprenticeship	95%

of the Mineworker - Induction Level 2 weekly wage rate.

[13.4.3 deleted by PR900235 ppc01Mar01]

**13.5 Apprentices - New South Wales Only**

**13.5.1** Except where inconsistent with this award, the Industrial and Commercial Training Act 1989 (NSW) applies. This Act applies in regard to the establishment or continuation of apprenticeships.

[Pt 4:13.5.2 varied by Q1881 R6936 S7697 PR900235; substituted by PR926249 ppc 27Nov02]

**13.5.2** Apprentices other than adult apprentices (who commenced an apprenticeship before 27 November 2002)

1st year apprenticeship	\$352.80
2nd year apprenticeship	\$400.60
3rd year apprenticeship	\$472.80
4th year apprenticeship	\$516.00

Apprentices other than adult apprentices (who commenced an apprenticeship on or after 27 November 2002)

first year of experience	45%
second year of experience	60%
third year of experience	75%
fourth year of experience	90%

of the Mineworker - Induction Level 2 weekly wage.

### Adult apprentices

first year of apprenticeship	85%
second year of apprenticeship	90%
third year of apprenticeship	95%

of the Mineworker - Induction Level 2 weekly wage rate.

## **13.6 Juniors**

**13.6.1** The weekly minimum wages rates for juniors are as follows:

[13.6.1 varied by PR900235 ppc 01Mar01]

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

of the Mineworker - Induction Level 2 weekly wage rate.

[13.6.2 deleted by PR900235 ppc 01Mar01]

## **14. ABSENCE FROM DUTY**

An employee absent from work is not entitled to payment for the period of absence unless paid absence is agreed by the employer, or permitted by the award or the law.

## **15. STAND DOWN OF EMPLOYEES**

**15.1** An employer has the right to stand down an employee for part or all of a day for:-

- refusal of duty;
- neglect of duty;
- misconduct; or
- if the employee cannot be usefully employed in the employee's usual classification because of a strike.

**15.2** The employer has the right to stand down an employee if the employee cannot be usefully employed in the employee's usual classification because of a breakdown of machinery that has lasted for more than 4 consecutive working days. The day of the breakdown is counted as one of the 4 consecutive working days if it happens to be a working day.

**15.3** An employee is not entitled to payment while stood down.

## **16. REDUNDANCY**

### **16.1 Discussions before Terminations (Previously Clause 23B)**

[Pt 4:16.1 deleted by Q2125 from 01Jul98]

## **16.2 Reduction of Hands (Previously Clause 24)**

[Pt 4:16.2 deleted by Q2125 from 01Jul98]

## **16.3 Severance Pay**

**16.3.1** Except where 16.3.2 applies, when terminations occur due to redundancy the employees terminated are entitled to severance pay equal to one ordinary week's pay for each completed year of employment.

**16.3.2** An employer is not liable for the payment in 16.3.1 if, within seven days of the terminations of employment of employees, the employer obtains or causes to be made available for the employee work:

- (a) that the employee is competent to perform;
- (b) in a position that carries the same or a higher classification rate of pay than the employee's previous position;
- (c) that can reasonably be regarded as permanent;
- (d) that is at another mine operated by the employer; and
- (e) is in the same general locality as the employee's previous employment.

## **16.4 Retrenchment Pay**

**16.4.1** Except where 16.4.3 applies, where redundancies occur due to:-

- (a) technological change;
- (b) market forces; or
- (c) diminution of reserves,

the employees terminated are entitled to retrenchment pay equal to two ordinary weeks' pay for each completed year of employment. This payment is additional to the payment prescribed in 16.3.1, in other words, this makes a total of three ordinary weeks' pay for each completed year of employment.

Regardless of length of employment, the minimum payment due to employees under this provision is two ordinary weeks' pay.

**16.4.2** The amount of payment due under this provision is not to be more than what an employee would have received had the employee remained in employment with the employer until the age of 60 years.

**16.4.3** An employer is not liable for the payment in 16.4.1 if, within seven days of the termination of employment of employees, the employer obtains or causes to be made available for the employee work at another coal mine:

- (a) that the employee is competent to perform;
- (b) in a position that carries the same or a higher classification rate of pay than the employee's previous position;
- (c) that can reasonably be regarded as permanent; and
- (d) is within the Division (Queensland) or District (New South Wales) in which the termination occurred.

### **16.5 Special circumstances**

Where special circumstances exist during the course of the notice of termination given in accordance with 17.5 an employer may make application to the Australian Industrial Relations Commission to be granted relief from the obligation to make payment pursuant to 16.4. In such an application the Commission will then determine what terms are just and expedient.

## **17. TERMINATION OF EMPLOYMENT**

### **17.1 Termination by Employee**

An employee must give one week's notice to terminate employment, or forfeit to the employer one week's pay instead of giving notice.

### **17.2 Termination by Employer**

**17.2.1** An employer must not terminate an employee's employment unless the employee has been given either the period of notice required in 17.3 or 17.5, or payment instead of notice calculated in accordance with 17.4.

**17.2.2** This clause does not affect the right of the employer to dismiss an employee without notice for serious misconduct and in such cases the wages will be payable up to the time of dismissal only.

**17.3** The required period of notice is first worked out using this table:-

<b>Employee's period of continuous service with the Employer</b>	<b>Period of Notice</b>
Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

The period of notice is increased by 1 week if the employee is over 45 years old and has completed at least 2 years continuous service with the employer.

## **17.4 Amount of Payment instead of Notice**

The amount of payment instead of notice must be at least the amount that the employee would have been paid if the employment had continued to the end of the required period of notice, calculated on the basis of :

- 17.4.1** the employee's ordinary hours of work (even if they are not standard hours); and
- 17.4.2** the amounts payable to the employee in respect of those hours, including (for example) allowances, loadings and penalties; and
- 17.4.3** any other amount payable under the employee's contract of employment.

## **17.5 Notice of Termination - Redundancy**

Where terminations occur due to redundancy caused by:

- technological change;
- market forces; or
- diminution of reserves,

the employees terminated are entitled to a minimum of four weeks notice of termination. Payment in lieu of this notice can only be made if agreement is reached with the employee.

## **17.6 Unfair Dismissals (Previously Clause 5(e))**

[Pt 4:17.6 deleted by Q2125 from 01Jul98]

## **PART 5 - WAGES AND RELATED MATTERS**

### **18. CLASSIFICATION STRUCTURE**

[18 - Classifications and wage rates - title changed and substituted by PR900235 ppc 01Mar01; varied by PR926381 from 12Jan01]

#### **18.1 Preamble and Principles**

The classification structure in this award replaces the work models and the minimum rates classification structure. It determines the minimum weekly wages payable to employees whose employment is subject to this award.

The new structure is a 'single stream' structure, which does not contain any demarcations relating to the performance of work. It allows for a list of minesite competencies to be developed. Each mine's indicative competencies will use as a guide the competency standards contained in the Coal Industry Training Package.



The definitions for each of the classification levels are necessarily general and intended to cover the types of work actually performed under this award. To eliminate doubt, the work performed by the employee, the assessment of the employee against minesite standards and, in relevant cases, the appointment of an employee to a particular classification by the employer, are the only relevant matters that determine an employee's entitlement to wages pursuant to this clause.

## **18.2 Information for Employees**

Where this structure is to be utilised, then within three months after its introduction, the employer will make available to employees at a minesite the following: -

- the classification that will be occupied by employees whose employment is subject to this award; and
- the requirements each employee must meet to occupy those classifications.

Whenever an employer alters the requirements that an employee must hold to occupy a classification, the altered requirements will be published at the minesite.

## **18.3 Safety Net Review - Wages June 2005**

[18.3 corrected by PR900618; substituted by PR912300 PR919206 PR931287 PR948252; PR960138 ppc 13Jul05]

With the exception of the money amounts specified in subclause 13.5.2 of this award (which also do not contain the adjustment payable under the Safety Net Review - Wages May 2001 decision [PR002001], the Safety Net Review - Wages May 2002 decision [PR002002]), the Safety Net Review - Wages May 2003 decision [PR002003] and the Safety Net Review-Wages May 2004 decision [PR002004] ), the rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review—Wages June 2005 decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

## **18.4 Definitions**

### **18.4.1 Mineworker - Induction Level I**

Mineworker - Induction Level 1 is the entry level for a non-trade person who is undertaking the statutory/generic and/or minesite induction and who remains at this level until assessed by the employer to have successfully completed the induction requirements when they then advance to a Mineworker - Training.

### **18.4.2 Mineworker - Induction Level 2 Mineworker - Training**

Mineworker - Induction Level 2 is the entry level for a certificated tradesperson who is undertaking the statutory/generic and/or minesite induction. The tradesperson after successful completion of the induction phase then becomes a Mineworker - Training at this level.

A Mineworker - Training is an employee who trains in and performs the required tasks under direct supervision. This classification applies to employees until assessed by the employer as meeting the requirements to be classified as a mineworker.

### **18.4.3 Mineworker**

A Mineworker is an employee who is assessed by the employer as competent to perform the required tasks in a variety of operating circumstances and under limited supervision. An employee continues in this classification until assessed for advancement to Mineworker - Advanced.

### **18.4.4 Mineworker - Advanced**

A Mineworker - Advanced is an employee who is assessed by the employer against the employer's available criteria as competent to perform the required tasks in all relevant operating circumstances at a level above that of a Mineworker.

A Mineworker — Advanced may be required to supervise the work of other employees.

### **18.4.5 Mineworker - Specialised**

A Mineworker - Specialised is an employee assessed by the employer as competent to perform specialised functions beyond the level of a Mineworker - Advanced. An employee appointed to this classification will undertake a specialised role, which requires them to exercise independent discretion in undertaking functions within the bounds set by the employer.

The performance of this role may require the employee to supervise the work of other employees.

## 18.5 Advancement

**18.5.1** An employee's advancement through the classification structure will be determined in accordance with the definitions above and as outlined in the following table:

Mineworker - Induction Level 1	Non-Trades Undertaking generic/minesite induction
Mineworker - Induction Level 2	Trades Certificate and Undertaking generic/minesite induction
Mineworker - Training	Non-Trade - Training in 4 Advancement Competencies and Trade - Training in 2 Advancement Competencies
Mineworker	Non-Trade - Competent in 4 Advancement Competencies and Trade - Certificate plus 2 Advancement Competencies

**18.5.2** Progression to the classification of Mineworker - Advanced may occur where an employee is assessed as competent against the available criteria or is appointed to a statutory position. Although advancement to this classification is not governed by the acquisition of skills alone, for a trade certificated employee this may be achieved by exercising skills which require 6 post-trade modules of training or an equivalent level of skills in non-trade or cross-trade work.

**18.5.3** Progression to the classification of Mineworker - Specialised is by appointment of the employer where an employee is assessed as a specialist against the available criteria or is appointed to a statutory position. Although advancement to this classification is not governed by the acquisition of skills alone, for a trade certificated employee this may be achieved by exercising skills which require 12 post-trade modules of training or an equivalent level of skills in non-trade or cross-trade work.

**18.5.4** Non-trade work referred to in sub-clauses 18.5.2 and 18.5.3 above, is work by certificated tradespersons, which is not part of their trade and is of a production or operations nature.

**18.5.5** Cross-trade work referred to in sub-clauses 18.5.2 and 18.5.3 above, is work by certificated tradespersons, which is not part of their trade but is part of another certified trade in which they are competent.

## 18.6 Minimum Rates

[18.6 substituted by PR912300 PR919206 PR931287 PR948252; PR960138 ppc 13Jul05]

<b>Classification</b>	<b>Minimum Rates \$</b>	<b>Residual Component \$</b>	<b>Total Payment \$</b>
Mineworker- Induction Level 1	565.55	-	565.60
Mineworker-Induction Level 2	578.20	-	578.20
Mineworker- Training	578.20	-	578.20
Mineworker	621.05	7.25	628.30
Mineworker- Advanced	654.10	13.00	667.10
Mineworker- Specialised	720.60	22.30	742.90

## 18.7 Transition

Where the new classifications structure is to be utilised, employers will have up to 1 June 2001 to prepare the information required by sub-clause 18.2 and for its implementation. During that period the award rates in operation immediately prior to this variation will continue to apply.

Provided that on introduction of the new structure, an employee on a higher rate will not have that rate reduced while engaged at his original mine, purely as a result of the introduction of the new classification structure. That rate will be fixed until such time as the new classification rate exceeds that rate.

## 18.8 Indicative Competencies

### 18.8.1 Open Cut Mines

[18.8.1 corrected by PR900618 from 12Jan01]

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

#### INDUCTION

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

## ADVANCEMENT COMPETENCIES

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

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

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

### **18.8.2 Underground Mines**

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

#### INDUCTION

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

#### ADVANCEMENT COMPETENCIES

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

#### OTHER COMPETENCIES

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

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

## **18.9 Training**

### **18.9.1 An Employer will develop a minesite training plan consistent with:**

- the current and future competencies needs of the minesite
- the size, structure and nature of the operations of the minesite
- the need to develop competencies relevant to the minesite

**18.9.2** The minesite training plan is to be the subject of consultation with the workforce or through a training committee established for that purpose.

**18.9.3** Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- formation of a training programme and availability of training courses and career opportunities to employees;
- dissemination of information on the training programme and availability of training courses and career opportunities to employees;
- the recommending of individual employees for training and reclassification consistent with the open cut classification structure principles;
- monitoring and advising management and employees on the ongoing effectiveness of the training.

**18.9.4** Training opportunity will be provided to employees in specific competencies to meet the operational requirements of the minesite.

**18.9.5** Where, the employer requires or, as a result of consultation with the employee concerned, it is agreed that training in accordance with the plan developed pursuant to sub clause 18.9.1 should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is approved by the employer and undertaken during ordinary working hours: -

- The employee concerned will not suffer any loss of pay;
- The employer will be responsible for all costs associated with course fees and
- The employer will provide for use by the employee prescribed textbooks (excluding those textbooks which are available in the employer's technical library).

**18.9.6** Each mine will maintain a list of each employee's competencies, which will be available to the employee on request.

**18.9.7** The employer will provide refresher training necessary to enable an employee to retain those competencies required for the position held by the employee in accordance with sub-clause 12.2. An employee's rate of pay will not be reduced solely because an employer does not provide that refresher training.

*NOTE:*

*The Mineworker – Induction Level 2/Mineworker – Training classification includes the classifications formerly listed in Group B, including the classification of coalcutting machineman. This note is inserted in accordance with the decision of a Full Bench of the Commission dated 5 December 2002 [Print PR925329].*

## **19. MIXED FUNCTIONS**

[19.1 (clause number only) varied by PR900235 ppc 01Mar01]

An employee who performs mixed functions on any shift must be paid for the whole shift at the rate prescribed for the highest of such functions.

[19.2 deleted by PR900235 ppc 01Mar01]

## **20. PAYMENT OF WAGES**

[Pt 5:20 substituted by S0657 ppc 03Nov99]

**20.1** All wages will be paid on a set day other than Saturday or Sunday.

**20.2** Wages may be paid by cheque or electronic funds transfer.

**20.3** The method of payment in operation at the commencement of this award, or as set by the employer in the case of a new operation, may be changed by agreement between the employer and the majority of affected employees.

**20.4** In the absence of agreement to the contrary, not more than one weeks' pay will be kept in hand by the employer.

**20.5** Upon termination of employment, wages due to an employee will be paid on the day of such termination or forwarded by post, within 72 hours, to the last address notified in writing by the employee.

## **21. DISABILITY PAYMENTS AND ALLOWANCES**

The following disability payments and allowances are payable in addition to the employee's classification rate, but are not taken into account in the calculation of any other penalty rate prescribed by the award, except where specifically indicated:-

## 21.1 Disability Payments

[Pt 5:21.1 substituted by Q1881 R6936 S0657 S7697; corrected by S8265; substituted by PR912300 PR919206 PR931287 PR948252; PR960138 ppc 13Jul05]

<b>Disability Payments</b>	<b>Rate</b>	<b>Application</b>
Washery Allowance	\$3.65 per day or per shift. Minimum payment of \$1.83.	Where an employee is employed in or about a washery.  This allowance is in substitution of all other disability payments except water money.
Water Money	\$2.84 per shift.	Where, through no fault of the employee, and in the course of duties, an employee's clothing becomes wet.  The employee is to notify the supervisor of the intention to claim water money and the reasons for making it as soon as is possible  An employee regularly receiving water money must not have the payment discontinued without notice.
Shaft Sinking or Drift Driving (NSW only)	\$9.84 per day or shift for each day of attendance or paid absence from work.	When an employee is a member of a crew engaged in the sinking of a shaft or the driving of a drift.  This allowance is in substitution for all other disability payments, except water money.
Live Sewer Work (Queensland only)	an allowance calculated at the rate of 50% of the ordinary time hourly rate for such work.  Employees required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) must be paid for a minimum of 4 hours at the above rate.	When an employee is engaged in live sewer work as defined in 21.4.



	A minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.	
Dirty Work	\$1.32 per shift.	Where an employee has to handle machinery, equipment, appliances or gear of any description which is covered with oil or grease.
Heat Allowance	\$1.32 per hour and a twenty minute rest after every two hours work without deduction of pay.	Where an employee is required to work in any place where the shade temperature is raised by artificial means to 46 degrees celsius or more.
Timber Drawing Allowance	\$3.40 per shift or part of a shift.	Where an employee is engaged in withdrawing timber, roof bolts or channel irons, out of areas where pillars have been extracted or from goaf areas in longwall workings or from abandoned roadways or workings.
High Money (Northern District of NSW)	\$0.78 per day.	When bratticemen are called upon to erect brattice in places at a height in excess of 4.8 metres
	\$3.40 per day.	Members of mechanical units called upon to inspect falls in excess of 4.8 metres in height
Confined Spaces Allowance (Electrical/ Mechanical – FEDFA)	\$0.46 per hour.	Employees working in a space, the dimensions of which necessitate working in a stooped or otherwise cramped position or without proper ventilation, or where confinement within a limited space is unusually discomforting.
Height Money (Electrical/ Mechanical)	\$1.32 per shift.	Where an employee is engaged on work at a height of 7.5 metres or more above the nearest horizontal plane.
Shaft Work (Electrical/ Mechanical)	\$3.40 per shift. Minimum payment is \$1.70.	An employee is engaged on shaft work.

## 21.2 Allowances

[Pt 5:21.2 inserted by S0657 S7697; corrected by S8265; substituted by PR912300 PR919206 PR931287 PR948252; PR960138 ppc 13Jul05]

<b>Allowances</b>	<b>Rate</b>	<b>Application</b>
Longwall Allowance (NSW only)	\$31.41 per week i.e. \$6.28 per day. Minimum payment of \$3.14.	When employed in or about longwall operations.
Erection of Scaffolding	\$2.05 per shift.	Where employees, other than contract workers are called upon to erect scaffolding in places of a height of 4.8 metres or over.
First Aid Officer Allowance (does not apply to employees employed under the open cut or underground work models)	\$4.41 per day or shift or attendance at or paid absence from work.	Where an employee is appointed as a first aid officer.
First Aid Attendant Allowance (does not apply to employees employed under the open cut or underground work models).	\$2.62 per day or shift.	Where an employee is appointed as a first aid attendant.
Boom Welding Allowance (does not apply to employees employed under the open cut work model).	\$0.54 an hour.	Where an employee carries out pressure or x-ray standard welding on booms.
Licensed Plumber Allowance (does not apply to employees employed under the open cut or underground work models).	\$13.89 per week for all purposes of the award.	Where an employee is a licensed plumber and required to act on such licence.
Underground Allowance (Electrical/Mechanical)	\$1.32 per day or shift	An adult employee who works underground on any shift.
Additional Shift Allowance - Open Cut Employees	\$2.43 per afternoon shift and \$4.89 per night shift (additional to the shift work rates in clause 27.2).	Where an employee is engaged on afternoon shift and/ or night shift at open cut workings and who is in receipt of the 15% shift allowance.

Tool Allowance	Employees required to provide necessary tools must be paid an additional \$9.41 per week.	Employers will continue to supply tools customarily supplied by them.
Working Clothes & Safety Boots	Reimbursement by the employer each year for one pair of safety boots & two sets of industrial outer clothing, the articles are to be at a standard normally issued by the Company.	Employees required to provide & wear industrial outer clothing & safety boots.
	This provision does not apply where such footwear & clothing are supplied to the employee at the employer's expense.	
Transport	<p>1. Reimbursement of any expense reasonably incurred in excess of expense usually incurred travelling between home and normal place of work.</p> <p>2. Payment at ordinary rates for all time reasonably spent outside ordinary hours of work travelling between home and the temporary location beyond the time usually spent in travelling between home and the ordinary location and/or reimbursement of any expense reasonably incurred in such travelling in excess of the expense usually incurred travelling between home and the employee's ordinary location.</p> <p>3. Payment for one hour at ordinary rates or the provision of transport at the employer's cost.</p>	<p>When employee is required to work during annual leave shutdown and the normal means of transport is unavailable and provided the employee attends for work and performs such work as the employer reasonably requires.</p> <p>When employee is required to temporarily work away from their ordinary location.</p> <p>When an employee works shift work, overtime or pre-shift overtime and the employee's normal means of transport is unavailable.</p>

### **21.3 Damage To Clothing And Tools (Electrical/Mechanical) (Previously Clause 8(h)(16))**

[Pt 5:21.3 title varied by S0657 ppc 03Nov99]

Compensation to the extent of damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability for such tools shall be limited to such tools of trade as are ordinarily required for the performance of the employees' duties.

### **21.4 Definitions**

For the purposes of 21.1, "live sewer work" means:-

- work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing;
- where mechanical and electrical equipment is installed in association with any such sewer or sewerage pumping station or treatment or treatment works, but does not apply to routine maintenance which does not require the dismantling of pumps etc;

but does not include where aerial connection with a sewer is blocked by a disk, plug, valve, water seal or other means.

[Pt 5:21.5 inserted by S1544 ppc 03Nov99]

### **21.5 Facilitative provision**

Notwithstanding the other provisions of this clause, the method of payment of any or all disability payments and allowances contained in subclause 21.1, 21.2 or 21.3 may be varied by agreement between an employer and the majority of affected employees, in accordance with subclause 8.3 of this award.

## **22. ACCIDENT PAY (PREVIOUSLY CLAUSE 29)**

[Pt 5:22 preamble substituted by S0657 ppc 03Nov99]

An employee in receipt of weekly payments under the provisions of the *Work Cover Queensland Act 1997* or the *Workers' Compensation Act 1987* (New South Wales) or the *Workers' Compensation Acts 1927 and 1988* (Tasmania) will be entitled to receive accident pay from the employer subject to the following conditions and limitations:

## **22.1 Payment to be made during Incapacity**

[Pt 5:22.1 substituted by Q2125 from 01Jul98]

An employer shall pay, or cause to be paid accident pay during the incapacity of the employee, within the meaning of the said Act

- until such incapacity ceases; or
- until the expiration of a period of seventy-eight weeks from the date of injury,

whichever event shall first occur, even if the employer terminates the employee's employment within the period.

## **22.2 Meaning of 'Accident Pay'**

For the purposes of this clause accident pay means :

**22.2.1** For the initial period of thirty-nine weeks from the date of injury a weekly payment representing the difference between the weekly amount of compensation paid to the employee by virtue of the said Act and the weekly amount that would have been received by virtue of this award had the employee been on paid sick leave at the date of the injury.

**22.2.2** For a further period of thirty-nine weeks a weekly payment representing the difference between the weekly amount of compensation paid to the employee by virtue of the said Act and the rate prescribed from time to time for the classification of the incapacitated employee at the date of the injury.

## **22.3 Pro-rata Payments**

In respect of incapacity for part of a week the amount payable to the employee as accident pay shall be a direct pro rata.

## **22.4 When not entitled to Payment**

An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

## **22.5 Redemptions**

In the event that an employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

## **22.6 Damages independent of the Acts**

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the said Acts, such employee shall be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee shall not be entitled to any further accident pay thereafter.

## **22.7 Termination**

[Pt 5:22.7 deleted by Q2125 from 01Jul98]

## **22.7 Calculation of Period**

[Pt 5:22.8 renumbered as 22.7 by Q2125 from 01Jul98]

The 78 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the 78 week limitation.

## **23. WORKING CLOTHES AND SAFETY BOOTS (Previously Clause 11)**

[Pt 5:23 deleted by S0657 ppc 03Nov99]

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

## **24. HOURS OF WORK**

### **24.1 Ordinary Hours of Work**

- 24.1.1** The ordinary hours of work will be an average of 35 hours per week.
- 24.1.2** The ordinary working hours of any shift will be worked between those hours that are agreed between the employer and the employees.
- 24.1.3** If the employer and employees fail to agree, then the existing starting and finishing times will continue until the matter is determined by the Australian Industrial Relations Commission.

### **24.2 Length of Shifts**

[Pt 6:24.2 substituted by S7126 ppc 19Jun00]

- 24.2.1** The employer can determine the shift length to be worked as long as the ordinary time hours do not exceed ten.
- 24.2.2** Shifts including more than ten ordinary time hours can only be implemented by agreement between the employer and the majority of affected employees.

**24.2.3** In the event that the employer wishes to introduce shift lengths greater than ten ordinary hours, and the employer has sought, but not obtained, the agreement of the majority of employees as required by sub-clause 24.2.2, the matter may be referred to the Australian Industrial Relations Commission for determination.

### **24.3 Number and Spread of Shifts**

The number and spread of ordinary shifts may be varied by the employer or by order of the Australian Industrial Relations Commission.

### **24.4 Starting and Finishing Places**

**24.4.1** There will be a designated starting and finishing place which will be agreed between the employer and employees.

**24.4.2** At underground mines, the designated starting and finishing place will be on the surface.

### **24.5 6 and 7 Day Roster Employees**

**24.5.1** There will be a roster of shifts which may provide for rotation.

**24.5.2** An employee's place on a roster will not be changed, except where:-

- one week's notice of any change is given to the employee; or
- where less than one week's notice is given, the employee is paid at overtime rates for all work from the time of change of shift until the week's notice would have expired.

### **24.6 Rostered Days Off (RDO)**

**24.6.1** Period of notice is to be given

If an employee is entitled to a rostered day off then the employee must be advised by the employer:-

- at least 4 weeks before the day the employee is to take off; or
- a lesser period of notice as agreed by the employer and the majority of employees in the mine or sections affected.

**24.6.2** An Employee required to work on an RDO

An employee will only be required to work on a rostered day off after attempts by the employer to cover the casual vacancy by other means have failed.

### **24.6.3** Payment for working on an RDO

An employee will be paid for working ordinary hours on an RDO either:-

- (a) ordinary rates for time worked during ordinary hours on a rostered day off, and -
- the employee will then take a day off in lieu before the end of the employee's next roster cycle; and
  - this day in lieu will be selected by the employee provided that at least one week's notice is given to the employer; and
  - the employee will be allowed this day off unless the operations of the mine will be affected by the absence,

OR

- (b) overtime rates for the time worked during ordinary hours on the rostered day off, without any day off in lieu.

An employee will be paid overtime rates for all time worked outside or in excess of the ordinary hours for that day or shift.

### **24.6.4** RDO moved to another day

An employer, with the agreement of the majority of employees affected, may move the RDO of these employees to another day in the case of:-

- a breakdown of machinery;
- a failure or shortage of electric power;
- meeting the requirements of the mine; or
- an emergency situation.

In the case of another day being substituted for the RDO, the new day becomes the RDO and the original day becomes an ordinary working day.

**24.6.5** An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.

**24.6.6** Employees must not be required to work pre-shift overtime when resuming work immediately following a rostered day off. This does not apply to statutory officials whose non-attendance would affect the operations of the mine.

### **24.6.7** RDOs falling on a recognised Public Holiday

An employee:-

- (a) whose roster includes work on a holiday; and



- (b) who is entitled to an RDO which falls on a holiday, is, at the discretion of the employer, to be either -
- (c) paid at the employee's classification rate; or
- (d) credited with one day for each such holiday (payable at ordinary rates).

**24.6.8 RDOs not to fall on a recognised Public Holiday for Monday to Friday Employees**

- (a) Subject to 24.6.8(b), where an employee's roster does not include work on a holiday, the RDO is not to fall on a holiday.
- (b) Where a holiday is prescribed after the employee has been notified of the RDO, and that holiday falls on the employee's RDO, the employer must allow the employee to take the RDO on an alternative weekday.

**25. BREAKS**

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

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

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

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

**26. OVERTIME**

**26.1** In calculating overtime, except for 26.5 - Call-backs, each day is to be treated separately.

**26.2 Overtime Rates of Pay**

**26.2.1 Monday to Friday Employees**

All time worked by Monday to Friday employees in excess of or outside the ordinary working hours of any shift will be paid for at the rate of:-

- (a) time and one half for the first three hours on any day; and
- (b) double time after that, which will continue until the overtime work is completed

## **26.2.2 6 or 7 Day Roster Employees**

All time worked by 6 or 7 day roster employees in excess of or outside the ordinary working hours will be paid for at the rate of double time.

## **26.3 Reasonable Overtime**

[26.3 substituted by PR923574 ppc 09Oct02]

**26.3.1** Subject to clause 26.3.2 an employer may require an employee to work reasonable overtime at overtime rates. The provisions of this clause do not apply to employees employed in accordance with the provision of clause 34 Parental Leave (clause 34.4 Part-time work).

**26.3.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

**26.3.2(a)** any risk to employee health and safety;

**26.3.2(b)** the employee's personal circumstances including any family responsibilities;

**26.3.2(c)** the needs of the workplace or enterprise.

**26.3.2(d)** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

**26.3.2(e)** any other relevant matter.

## **26.4 Rest period after Working Overtime**

### **26.4.1 Length of the Rest Period**

When overtime work is necessary it will be arranged where possible for employees to have at least ten consecutive hours off duty between the work of successive days.

### **26.4.2 Where the employee does not get a 10 hour Rest**

(a) The following conditions apply to an employee who works so much overtime that the employee has not had at least 10 consecutive hours off duty between the end of the employee's ordinary hours of work on one day and the start of the employee's ordinary hours of work on the next day:

- the employee will be released from duty after that overtime is finished until the employee has had ten consecutive hours off duty, and

- there will be no loss of pay for ordinary hours of work time which occur during this absence.
- (b) The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had ten consecutive hours off duty in accordance with paragraph (a):-
- the employee will be paid at double time during ordinary hours and after that until the employee is released from duty; and
  - the employee will then be entitled to be absent for ten consecutive hours; and
  - there will be no loss of pay for ordinary hours of work time which occur during this absence.

## **26.5 Call-back**

### **26.5.1 Payment for a call-back**

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

### **26.5.2 Call-back less than Four Hours**

Overtime worked in the circumstances specified in 26.5.1 will not be regarded as overtime for the purposes of a rest period as set down in 26.4 if the actual time worked is less than four hours on any recall or on each of any recalls.

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

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

[26.6.2 varied by PR913640; PR960138 ppc 13Jul05]

**26.6.2** The employee will also, unless notified the previous day of the requirement to work overtime, be supplied with a meal or paid a meal allowance of \$10.20. When an employee can reasonably go home for a meal, this payment will not apply.

[26.6.3 varied by PR913640; PR960138 ppc 13Jul05]

**26.6.3** After each four hours of overtime worked after a crib break the employee will have a further crib break and either be supplied with a meal or be paid a meal allowance of \$10.20.

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

If shifts of other than 7 ordinary hours are worked, appropriate arrangements will be agreed to ensure that an employee working on after knock-off time is allowed adequate breaks for crib, using Clause 26.6 as a guide.

## **27. SHIFT WORK - UP TO EIGHT ORDINARY HOUR SHIFTS**

### **27.1 Definitions**

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

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

**27.1.3 Permanent night shift employee** is an employee who:-

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

### **27.2 Shift Work Rates**

[Pt 5:27.2 varied by S0657 – S1544 ppc 03Nov99]

<b>Type of Shift:</b>	<b>Shift Rates:</b>
Day Shift	Ordinary Time
Afternoon and Rotating Night Shifts:	
• Ordinary Hours	115% of the ordinary time rate
• Overtime Hours	
? 6 and 7 day roster/or ex-FEDFA members	overtime penalty rate plus 15% of the ordinary time rate for the time worked
? all others	overtime penalty rate

<b>Type of Shift:</b>	<b>Shift Rates:</b>
Permanent Night Shift	
• Ordinary Hours	125% of the ordinary rate
• Overtime Hours	
? 6 and 7 day roster/or ex-FEDFA members	overtime penalty rate plus 25% of the ordinary time rate for the hours worked
? all others	overtime penalty rate

### **27.3 Change of Shift for Permanent Day Shift Employees**

#### **27.3.1 For at least 3 Consecutive Working Days**

If an employee who normally works on day shift only is required to work shift work on at least three consecutive working days then the employee will be paid at overtime rates for the first afternoon or night shift so worked and after that the employee will be paid in accordance with the provisions of Clause 27.2 for any other shifts.

#### **27.3.2 For less than 3 Consecutive Working Days**

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

## **28. WEEKEND WORK**

### **28.1 Minimum payment for work on Saturday and Sunday**

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

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

### **28.2 Payment for Weekend Work for Monday to Friday employees**

#### **Day of the Weekend:-**

Saturday

Sunday

#### **Rate of Pay:-**

first 3 hours - time and a half

after 3 hours - double time

double time

### 28.3 Payment for Weekend Work for 7, 6 or 5 Day Weekend Roster Employees

**Day of the Weekend:-**

Saturday - ordinary hours

Saturday - overtime hours

Sunday

**Rate of Pay:-**

first 4 hours - time and a half

after 4 hours - double time

double time

double time

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### 29. ANNUAL LEAVE

[Pt 7:29 substituted by S0657 ppc 03Nov99]

#### 29.1 Credit for annual leave

An employee must be credited with annual leave on each anniversary of that employee's employment, unless agreed by a majority of employees directly affected at a mine to be accrued from a fixed date.

#### 29.2 Amount of annual leave entitlement

**29.2.1** The amount of annual leave entitlement depends upon the employee's roster. The amounts are:

**Employee's Roster:**

Monday to Friday only

6 day roster or 5 day weekend roster

7 day roster of 7 ordinary hour shifts

Rosters which require work on public holidays and at least 34 Sundays per year.

Other rosters

**Annual Leave Entitlement:**

5 weeks

5 weeks

30 ordinary working days

6 weeks

As agreed between the relevant parties or, in the absence of agreement, to be dealt with in accordance with clause 11 of this award.

**29.2.2** Where an employee changes roster during the course of the year, the employee's entitlement to annual leave will be calculated on a pro rata basis.

**29.2.3** A guide for establishing the amount of annual leave for other rosters is:-

**29.2.3(a)** six weeks per year for:

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

**29.2.3(b)** five weeks per year otherwise.

### **29.3 When annual leave can be taken**

**29.3.1** Unless otherwise agreed between the employee and the employer, an employee with annual leave credits will give the employer at least 28 days notice in writing of the amount of leave to be taken. The employer will grant that leave unless in the employer's opinion the operations of the mine will be affected.

**29.3.2** Annual leave will be taken within twelve months from the date it was credited to the employee.

**29.3.3** The employer may direct an employee to take annual leave or part leave provided at least 28 days notice in writing is given to the employee.

### **29.4 Amount of annual leave to be taken**

Unless otherwise agreed between the employer and employee, annual leave will be given and taken in not more than three periods, one of which will be of three weeks duration.

### **29.5 Recognised Public Holiday occurring during annual leave**

When a recognised public holiday occurs during a period of annual leave, no deduction from the employee's leave credits will be made for that day.

### **29.6 Payment for annual leave**

An employee taking annual leave must be paid the greater of:-

- the employee's ordinary rate of pay plus a loading of 20% of that rate, or
- the employee's projected roster earnings for the period of annual leave, including:-

#### **Roster Type**

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

## **29.7 When payment will be made for annual leave**

Payment for the entire period of annual leave must be made before the employee commences leave unless otherwise agreed between the employer and the employee.

## **29.8 Annual leave paid out instead of being taken**

**29.8.1** Annual leave credits can only be paid out instead of being taken when an employee's employment is terminated other than for wilful misconduct.

**29.8.2** In the case of termination other than for wilful misconduct, the employee must be paid for all outstanding credits (including any pro-rata entitlements for less than a full year of employment) but not for projected roster or any loading.

## **29.9 Leave for less than a full year's entitlement**

The formula for calculating leave when an employee has less than a full year's entitlement or has not yet reached an anniversary of employment:-

<b>For employees who would be entitled to Annual Leave of:</b>	<b>Hours of Annual Leave for each completed week of Employment:</b>
5 weeks	3.3654
6 weeks or 30 working days	4.0385

## **29.10 Taking annual leave before it is credited**

**29.10.1** An employer may allow an employee to take annual leave before it is credited.

**29.10.2** Annual leave taken in this way will be deducted from the employee's next entitlement.

**29.10.3** If an employee is not credited with a further entitlement the employer may deduct from the employee's termination pay the payment for any outstanding leave taken in advance.

## **29.11 Shutdown**

**29.11.1** An employer who shuts down all or any part of its operation must give employees at least 28 days notice of the shutdown or such shorter period as agreed between the employer and the affected employees.

**29.11.2** Employees directly affected by the shutdown who have annual leave credits may take all or part of those credits during the shutdown period.

**29.11.3** Employees directly affected by the shutdown who are not yet entitled to annual leave, may take leave during the shutdown period calculated using the formula in 29.9.



**29.11.4** Payment for the leave will be at the employee's classification rate immediately prior to commencing such leave.

## **30. SICK LEAVE**

[Pt 7:30 varied by Q2125; substituted by S0657 ppc 03Nov99]

### **30.1 Definition of sick leave**

Sick leave is paid leave taken when the employee is unable to attend work because of personal illness or injury. This is subject to:

- the injury which causes the absence not being caused by the employee's own default or wilful act; and
- the employee having sufficient sick leave credits; and
- the employee not being entitled to workers' compensation for the same period.

### **30.2 Entitlement**

[Pt 7:30.2 varied by S7126 ppc 19Jun00]

An employee must be credited with 105 hours of paid sick leave on commencing employment and on each anniversary of commencement. Any sick leave which is not taken by an employee will accumulate without limitation.

### **30.3 Employee must give notice**

[Pt 7:30.3 Notification title changed and substituted by S7126 ppc 19Jun00]

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of his/her inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee must inform the employer within 24 hours of such absence.

### **30.4 Proof Required**

The employee must prove to the employer's satisfaction that the absence from work was caused by illness or injury. If the proof is disputed, it will be dealt with in accordance with clause 11 – Procedure for avoiding industrial disputes of this award.

## **30.5 Payment**

[Pt 7:30.5 substituted by S7126 ppc 19Jun00]

If the employee has sufficient sick leave credit, sick leave taken must be paid at the rate appropriate to the employee's classification for the ordinary time hours of the shift the employee was unable to attend.

## **30.6 Deduction of sick leave**

Any sick leave taken must be deducted from the employee's credit as follows:-

- where the absence is for less than half the ordinary time component of the shift, no deduction; and
- in all other cases, a full day's accumulation will be deducted for each absence.

## **30.7 Payment on Termination**

**30.7.1** An employee whose employment is terminated:-

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

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

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

## **31. BEREAVEMENT LEAVE**

**31.1** An employee is entitled to 2 days bereavement leave without loss of pay when a close family member of the employee dies. "Close family member" means an employee's spouse or partner, a child (including an adult child, adopted child, a step child, or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee (or spouse or partner of the employee).

**31.2** This leave is only available after the employer is provided with satisfactory proof of the death.

**31.3** Where the employee receives notification of the death while at work the amount of leave must be extended to include the balance of that shift.

## **32. PRESSING DOMESTIC LEAVE (Previously Clause 18 (b))**

[Pt 7:32 substituted by S0657 ppc 03Nov99]

Subject to the agreement of the employer, or in the event of dispute as determined by the Australian Industrial Relations Commission, an employee absent from work because of pressing domestic need will be entitled to leave of up to one day without loss of ordinary pay.

## **33. SPECIAL FAMILY LEAVE**

### **33.1 Use of Sick Leave**

[Pt 7:33.1.1 substituted by S0657 ppc 03Nov99]

**33.1.1** An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support will be entitled to use, in accordance with this subclause, any sick leave entitlements which have accrued since 5 October 1995 for absences to provide care and support for such persons when they are ill.

**33.1.2** The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

**33.1.3** The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being either:
  - (a) a member of the employee's immediate family; or
  - (b) a member of the employee's household.
- (iii) the term 'immediate family' includes:
  - (a) a spouse (including a former spouse, a de facto spouse and a former de factor spouse) of the employee; and
  - (b) an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

**33.1.4** The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### **33.2 Unpaid Leave for Family Purpose**

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

### **33.3 Annual Leave**

**33.3.1** Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed between the parties.

**33.3.2** Access to annual leave, as prescribed in 33.3.1 hereof, shall be exclusive of any shutdown period provided for elsewhere under this award.

**33.3.3** An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

### **33.4 Time Off in Lieu of Payment for Overtime**

**33.4.1** An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

**33.4.2** Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

**33.4.3** An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under 33.5 hereof where such time has not been taken within four weeks of accrual and requested by the employee.

### **33.5 Make-up Time**

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

### **33.6 Grievance Process**

[Pt 7:33.6 substituted by S0657 ppc 03Nov99]

Any dispute arising in connection with any part of this clause will be processed in accordance with the dispute settling provisions of this award.

## **34. PARENTAL LEAVE**

Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

## **34.1 Maternity Leave**

### **34.1.1 Nature of Maternity Leave**

Maternity leave is unpaid leave

### **34.1.2 Definitions**

**Employee** includes a part-time employee but does not include an employee engaged in casual or seasonal work.

**Paternity leave** means leave of the type provided for in 34.2 whether prescribed in an award or otherwise.

**Child** means a child of the employee under the age of one year.

**Spouse** includes a de facto or a former spouse.

**Continuous service** means service under an unbroken contract of employment and includes:-

1. any period of leave taken in accordance with this clause,
2. any period of part-time employment worked in accordance with this clause, or
3. any period of leave or absence authorised by the employer or by the award.

### **34.1.3 Eligibility for Maternity Leave**

An employee will be eligible for maternity leave where the employee:-

1. becomes pregnant;
2. has had at least 12 months continuous service with the employer immediately preceding the date upon which she takes such leave;
3. the employee produces to her employer the certificate required in 34.1.5;  
and
4. is not taking maternity leave concurrently with any period of paternity leave taken by the employee's spouse (apart from paternity leave of up to 1 week at the time of confinement).

### **34.1.4 Period of Maternity Leave**

1. A period of up to 52 weeks maternity leave may be taken, provided that such leave will not extend beyond the child's first birthday.

2. This entitlement will be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child.
3. Subject to 34.1.7 and 34.1.10, the period of maternity leave is to be unbroken and is to include a period of six weeks compulsory leave immediately following confinement.

#### **34.1.5 Certification**

At the time specified in 34.1.6 the employee must produce to the employer:-

1. a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement; and
2. a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

#### **34.1.6 Notice Requirements**

1. An employee is to produce to her employer the medical certificate (referred to in 34.1.5) not less than ten weeks prior to the presumed date of confinement.
2. An employee is to give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken (an employee will not be in breach of this clause because of failure to comply with this notice requirement if it is occasioned by the confinement occurring earlier than the presumed date).

At this time the employee must also produce to the employer the statutory declaration referred to in 34.1.5.

3. An employer may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement by giving at least 14 days notice in writing.

#### **34.1.7 Transfer to a Safe Job**

1. Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue at her present work, the employee may, if the employer deems it practicable, be transferred to safe duties at the rate and on the conditions attaching to that job until the commencement of maternity leave.

2. If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave.

#### **34.1.8 Variation of Period of Maternity Leave**

The period of maternity leave may be:-

1. lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
  2. further lengthened by agreement between the employer and the employee;
- and
3. shortened, with the consent of the employer, by the employer giving not less than 14 days notice in writing stating the period by which leave is to be shortened, provided that the maximum period of maternity leave does not exceed that specified in 34.1.4.

#### **34.1.9 Cancellation of Maternity Leave**

1. Maternity leave, applied for but not commenced, is to be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
2. Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it is the right of the employee to resume work at a time nominated by the employer which is not to exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

#### **34.1.10 Special Maternity Leave and Sick Leave**

1. Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child:-
  - (a) the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
  - (b) for illness other than the normal consequences of confinement, the employee is entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

2. Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave does not exceed the period to which the employee is entitled under 34.1.4.
3. For the purposes of 34.1.11, 34.1.12 and 34.1.13, maternity leave shall include special maternity leave.
4. An employee returning to work after the completion of a period of leave taken pursuant to this subclause is entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to 34.1.7, to the position which she held immediately before such transfer.
5. Where such position no longer exists but there are other positions available which the employee is qualified for and capable of performing she is entitled to a position as nearly comparable in status and pay to that of her former position.

#### **34.1.11 Maternity Leave and other Leave Entitlements**

1. An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled, provided that the aggregate of any leave (including leave taken under this sub-clause) does not exceed the period to which the employee is entitled under 34.1.4.
2. Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) is not available to an employee during her absence on maternity leave.

#### **34.1.12 Effect of Maternity Leave on Employment**

Despite any award or other provision to the contrary, absence on maternity leave does not break the continuity of service of an employee but should not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

#### **34.1.13 Termination of Employment**

1. An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.



2. An employer must not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not affected.

#### **34.1.14 Return to work after Maternity Leave**

1. An employee must confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
2. An employee:-
  - (a) upon returning to work after maternity leave or upon the expiration of the notice required by (1), is entitled to the position which she held immediately before proceeding on maternity leave;
  - (b) who was transferred to safe duties pursuant to 34.1.7 is entitled to the position which she held immediately before such transfer; or
  - (c) who has worked part-time during the pregnancy is entitled to the position she held immediately before commencing such part-time work.
3. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly comparable in status and pay to that of her former position.

#### **34.1.15 Replacement Employees**

1. A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
2. Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
3. Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer must inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
4. Nothing in this subclause is to be construed as requiring the employer to engage a replacement employee.

## **34.2 Paternity Leave**

### **34.2.1 Nature of Leave**

Paternity leave is unpaid leave.

### **34.2.2 Definitions**

For the purposes of this subclause:-

**Employee** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

**Maternity leave** means leave of the type provided for in 34.1 (and includes special maternity leave) whether prescribed in an award or otherwise.

**Child** means a child of the employee or the employee's spouse under the age of one year.

**Spouse** includes a de facto or a former spouse.

**Primary care-giver** means the person who assumes the principal role of providing care and attention to a child.

**Continuous service** means service under an unbroken contract of employment and includes:-

1. any period of leave taken in accordance with this clause,
2. any period of part-time employment worked in accordance with this clause, or
3. any period of leave or absence authorised by the employer or by the award.

### **34.2.3 Eligibility for Paternity Leave**

A male employee will be eligible for paternity leave where he:-

1. has had at least 12 months continuous service with the employer immediately proceeding the date upon which she takes such leave;
2. produces to his employer the certificate required in 34.2.5; and
3. is not taking paternity leave concurrently with any period of maternity leave taken by the employee's spouse (apart from maternity leave of up to 1 week at the time of confinement).

#### **34.2.4 Period of Paternity Leave**

1. A period of up to 52 weeks paternity leave may be taken, provided that such leave shall not extend beyond the child's first birthday. Paternity leave may be taken in one or two periods in the following circumstances:-
  - (a) an unbroken period of up to one week at the time on confinement of his spouse;
  - (b) a further unbroken period of up to 51 weeks in order to be the primary care giver of a child.
2. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child.

#### **34.2.5 Certification**

At the time specified in 34.2.6 the employee must produce to his employer:-

1. a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place.
2. in relation to any period taken under 34.2.4(1)(b), a statutory declaration stating:-
  - (a) he will take that period of paternity leave to become the primary care-giver of a child;
  - (b) particulars of any period of maternity leave sought or taken by his spouse; and
  - (c) for the period of the paternity leave he will not engage in any conduct inconsistent with his contract of employment.

#### **34.2.6 Notice Requirements**

1. The employee is, not less than ten weeks prior to each proposed period of leave, to give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in 34.2.5.
2. The employee is not in breach of this sub-clause as a consequence of failure to give the notice required in (1) if such failure is due to:-
  - (a) the birth occurring earlier than the expected date;
  - (b) the death of the mother of the child; or

(c) other compelling circumstances.

3. The employee must immediately notify the employer of any change in the information provided pursuant to 34.2.5.

### **34.2.7 Variation of Period of Paternity Leave**

The period of paternity leave may be:-

1. lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
2. further lengthened by agreement between the employer and the employee; and
3. shortened, with the consent of the employer, by the employer giving not less than 14 days notice in writing stating the period by which leave is to be shortened,

provided that the maximum period of paternity leave does not exceed that specified in 34.2.4.

### **34.2.8 Cancellation of Paternity Leave**

Paternity leave, applied for but not commenced, is to be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

### **34.2.9 Paternity Leave and other Leave Entitlements**

1. An employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled, provided that the aggregate of any leave (including leave taken under this sub-clause) does not exceed the period to which the employee is entitled under 34.2.4.
2. Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) is not available to an employee during his absence on paternity leave.

### **34.2.10 Effect of Paternity Leave on Employment**

Despite any award or other provision to the contrary, absence on paternity leave does not break the continuity of service of an employee but should not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

### **34.2.11 Termination of Employment**

1. An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
2. An employer must not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not affected.

### **34.2.12 Return to work after Paternity Leave**

1. An employee must confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of paternity leave.
2. An employee:-
  - (a) upon returning to work after paternity leave or upon the expiration of the notice required by (1), is entitled to the position which she held immediately before proceeding on paternity leave;
  - (b) who has worked part-time under this clause is entitled to the position she held immediately before commencing such part-time work.
3. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly comparable in status and pay to that of his former position.

### **34.2.13 Replacement employees**

1. A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
2. Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
3. Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer must inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
4. Nothing in this subclause is to be construed as requiring the employer to engage a replacement employee.

### **34.3 Adoption Leave**

#### **34.3.1 Nature of Leave**

Adoption leave is unpaid leave

#### **34.3.2 Definitions**

**Employee** includes a part-time employee but not an employee engaged upon casual or seasonal work.

**Child** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than:-

- (a) a child or step-child of the employee;
- (b) a child or step-child of the spouse of the employee; or
- (c) a child who has previously lived continuously with the employee for a period of six months or more.

**Relative adoption** occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

**Primary care-giver** means a person who assumes the principal role of providing care and attention to a child.

**Spouse** includes a de facto spouse.

**Continuous service** means service under an unbroken contract of employment and includes :

1. any period of leave taken in accordance with this clause,
2. any period of part-time employment worked in accordance with this clause, or
3. any period of leave or absence authorised by the employer or by the award.

#### **34.3.3 Eligibility**

An employee will be eligible for adoption leave where the employee:-

1. has at least 12 months continuous service with the employer immediately preceding the date upon which he or she proceeds upon adoption leave;

2. produces to the employer the documentation required by 34.3.5; and
3. is not taking adoption leave concurrently with any period of adoption leave taken by the employee's spouse in relation to the same child.

#### **34.3.4 Period of Adoption Leave**

1. A period of up to 52 weeks adoption leave may be taken, in one or two periods, provided that such leave will not extend beyond 1 year after the placement of the child.
2. The adoption leave may be taken as follows:-
  - (a) an unbroken period of up to 3 weeks at the time of the placement of the child;
  - (b) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child.
3. The entitlement in 2(b) will be reduced by :
  - (a) any period of leave taken pursuant to paragraph (2)(a); and
  - (b) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse

#### **34.3.5 Certification**

1. Before taking adoption leave the employee must produce to the employer:-
  - (a) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
  - (b) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
2. In relation to any period to be taken under 34.3.4(2)(b), the employee must produce to the employer a statutory declaration stating:-
  - (a) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

- (c) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

### **34.3.6 Notice Requirements**

1. Upon receiving notice of approval for adoption purposes, an employee must notify the employer:-
  - (a) of this approval; and
  - (b) within two months of the approval must further notify the employer of the period or periods of adoption leave the employee proposes to take.
2. In the case of a relative adoption the employee must notify the employer upon deciding to take a child into custody pending an application for an adoption order as specified in (1).
3. An employee who commences employment with the employer after the date of approval for adoption purposes must notify the employer of this upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Such employee will not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
4. An employee must, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under 34.3.4 (a).
5. An employee must, ten weeks before the proposed date of commencing any leave to be taken under 34.3.4(b) give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
6. An employee will not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (3) and (4) if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

### **34.3.7 Variation of Period of Adoption Leave**

The period of adoption leave stated in 34.3.4(b) may be:-

1. lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the period is to be lengthened;



2. further lengthened by agreement between the employer and employee; and
3. shortened, with the consent of the employer, by the employer giving not less than 14 days notice in writing stating the period by which leave is to be shortened.,

provided that the maximum period of adoption leave does not exceed that specified in 34.3.4.

#### **34.3.8 Cancellation of Adoption Leave**

1. Adoption leave, applied for but not commenced, will be cancelled should the placement of the child not proceed.
2. Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee must notify the employer and the employer must nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

#### **34.3.9 Special Leave**

The employer is to grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

#### **34.3.10 Adoption Leave and other Leave Entitlements**

1. An employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled, provided that the aggregate of any leave (including leave taken under this sub-clause) does not exceed the period to which the employee is entitled under 34.3.4.
2. Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) is not be available to an employee during the employee's absence on adoption leave.

#### **34.3.11 Effect of Adoption Leave on Employment**

Despite any award or other provision to the contrary, absence on adoption leave does not break the continuity of service of an employee but should not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

### **34.3.12 Termination of Employment**

1. An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
2. An employer must not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of the employer in relation to termination of employment are not affected.

### **34.3.13 Return to work after Adoption Leave**

1. An employee must confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave.
2. An employee:
  - (a) upon returning to work after adoption leave, is entitled to the position held immediately before proceeding on such leave; or
  - (b) who has worked part-time is entitled to the position held immediately before commencing such part-time work.
3. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly comparable in status and pay to that of the employee's former position.

### **34.3.14 Replacement Employees**

1. A replacement employee is a person specifically engaged as a result of an employee proceeding on adoption leave.
2. Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
3. Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer must inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

4. Nothing in this subclause will be construed as requiring an employer to engage a replacement employee.

### **34.4 Part-time work**

#### **34.4.1 Definitions**

**Male employee** means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

**Female employee** means an employed female who is pregnant or who is caring for a child she has borne or a child who has been placed with the employee for adoption purposes.

**Spouse** includes a de facto or a former spouse.

**Former position** means :

1. the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause (whichever first occurs); or
2. a position as nearly comparable in pay and status to that of the position mentioned in (1) (where the position mentioned in (1) no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing).

**Continuous service** means service under an unbroken contract of employment and includes :

1. any period of leave taken in accordance with this clause;
2. any period of part-time employment worked in accordance with this clause;  
or
3. any period of leave or absence authorised by the employer or by the award.

#### **34.4.2 Entitlement**

With the agreement of the employer:-

1. A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

2. A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
3. A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
4. In relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

#### **34.4.3 Return to Former Position**

1. An employee who has had at least 12 months continuous service with the employer immediately before commencing part-time employment after the birth or placement of a child has the right to return to his or her former position at the expiration of the period of the part-time employment or the first period (if there is more than one).
2. Nothing in (1) prevents the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

#### **34.4.4 Effect of Part-time Employment on Continuous Service**

Commencement on part-time work, and return from part-time work to full-time work, under this clause, does not break the continuity of service or employment.

#### **34.4.5 Pro-Rata Entitlements**

Subject to the provisions of this subclause and the matters agreed to in accordance with 34.4.8, part-time employment is to be in accordance with the provisions of this award which apply pro rata.

#### **34.4.6 Transitional Arrangements - Annual Leave**

1. An employee working part-time under this subclause is to be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provision of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.

2. A full-time employee is to be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work. Where agreed between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

#### **34.4.7 Transitional Arrangements - Sick Leave**

An employee working part-time under this sub-clause will have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employees, it shall be debited for the ordinary hours that the employee would have worked during the period of absences.

#### **34.4.8 Part-time Work Agreement**

1. Before commencing a period of part-time employment under this sub-clause the employee and the employer are to agree:-
  - (a) that the employee may work part-time;
  - (b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
  - (c) upon the classification applying to the work to be performed; and
  - (d) upon the period of part-time employment.
2. The terms of this agreement may be varied by consent.
3. The terms of this agreement or any variation to it must be produced in writing and retained by the employer. A copy of the agreement and any variation to it will be provided to the employee by the employer.
4. The terms of this agreement apply to the part-time employment

#### **34.4.9 Termination of Employment**

1. The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

2. Any termination entitlements payable to an employee whose employment is terminated while working part-time, or while working full-time after transferring from part-time work, under this clause will be calculated:-
  - (a) by reference to the full time rate of pay at the time of termination; and
  - (b) by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all services as a part-time employee on a pro-rata basis.

#### **34.4.10 Extension of Hours of Work**

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 34.4.5.

#### **34.4.11 Nature of Part-time Work**

The work to be performed part-time need not be the work performed by the employee in his or her former position but may be work otherwise performed under this award.

#### **34.4.12 Inconsistent Award Provisions**

An employee may work part-time under this clause despite any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:-

1. limiting the number of employees who may work part-time;
2. establishing quotas as to the ratio of part-time to full-time employees;
3. prescribing a minimum or maximum number of hours a part-time employee may work ;or
4. requiring consultation with, consent of or monitoring by a union;

#### **34.4.13 Replacement Employees**

1. A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.

2. A replacement employee maybe employed part-time. Subject to this paragraph, 34.4.5, 34.4.6, 34.4.7, 34.4.8, 34.4.9, and 34.4.12 apply to the part-time employment of a replacement employee.
3. Before an employer engages a replacement employee under this paragraph, the employer must inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
4. Unbroken service as a replacement employee shall be treated as continuous service for the purposes of the definition of “continuous service” in 34.4.1.
5. Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

## **35. JURY SERVICE**

- 35.1** An employee called upon for jury service must notify the employer as soon as possible of the date(s) which they are required to attend.
- 35.2** An employee who attends for jury service during the hours which would have normally been worked, will be paid the difference between:-
- 35.2.1** those wages which would have been received for the ordinary time the employee would have worked; and
- 35.2.2** the amount paid to the employee for the jury service.
- 35.3** The employee must prove to the employer that jury service was attended (including the duration of attendance) and the amount paid for the service.

## **36. LONG SERVICE LEAVE**

### **36.1 Entitlement**

[36.1 substituted by S0106 ppc 12Oct99]

- 36.1.1** Employees accrue long service leave at the rate of 13 weeks for each 8 years of continuous service in the coal mining industry.
- 36.1.2** This award preserves any entitlement accrued under the Miners, Mechanics & Engine Drivers Long Service Leave Award [1991]. Such entitlement will be enforceable as if it had accrued under this award.

## **36.2 Continuous Service**

[Pt 7:36.2 substituted by S0657 ppc 03Nov99]

Continuous service is not broken by:

- 36.2.1** Any absence on account of compensable injury, recognised holidays, annual leave, attendance for compulsory medical examination in connection with employment, attendance at any court under subpoena issued by that court or any bona fide absence by a union official with the permission of the employer to attend to union business.
- 36.2.2** Any interruption that has arisen directly or indirectly from a dispute concerning industrial matters and the preservation of continuity of employment forms part of any settlement of that dispute.
- 36.2.3** The period of absence or interruption outlined in 36.2.1 or 36.2.2 above does count as service.
- 36.2.4** Any break in service made by an employer with the intention of avoiding long service leave;
- 36.2.5** Any break in service because of a change of employment:-
- 36.2.5(a)** not exceeding three months; or
  - 36.2.5(b)** a longer period as agreed between the Union and the employer organisation or as determined by the Australian Industrial Relations Commission.
- 36.2.6** Any absence that has arisen directly or indirectly from a dispute concerning industrial matters where the preservation of continuity of employment does not form part of any settlement.
- 36.2.7** The period of any break in service or absence outlined in 36.2.4, 36.2.5 or 36.2.6 above does not count as service.

## **36.3 When Long Service Leave may be Taken**

- 36.3.1** The first accrual of 13 weeks long service leave may be taken at any time provided that:-
1. reasonable notice is given by the employee; and
  2. the operations of the mine will not, in the employer's opinion, be affected by the granting of leave at that time; and
  3. the leave is not to be taken in periods of less than 2 weeks.



**36.3.2** An employee may take subsequent accrued long service leave after each 64 weeks of service, subject to the conditions contained in clause 36.3.1.

#### **36.4 Payment**

Prior to beginning long service leave, an employee is to be paid for the leave at the appropriate classification rate.

#### **36.5 Recognised Public Holiday falling during Long Service Leave**

[Pt 7:36.5 substituted by S0657 ppc 03Nov99]

Where a recognised public holiday falls within an employee's long service leave and on a day which would have ordinarily been a working day for that employee, one ordinary working day for each such holiday must be added to the period of leave.

#### **36.6 Payment on termination**

**36.6.1** If the services of an employee are terminated and;

1. the termination is due to statute, ill-health or death; or
2. the employee has accrued a minimum of 13 weeks of long service leave,

the employee is to be paid for any accrued long service leave at the appropriate classification rate.

**36.6.2** An employee who has:-

1. been dismissed for serious or wilful misconduct; and
2. accrued thirteen weeks of long service leave prior to the dismissal,

may apply to the Australian Industrial Relations Commission for payment of the leave.

#### **36.7 Retrenchment - Credit for Prior Service**

An employee who:-

- is retrenched in accordance with clause 16; and
- has accrued long service leave,

is to receive credit for such prior service on re-employment.

## **36.8 Retrenchment - Payment when more than 6 years continuous service**

[Pt 7:36.8 title varied by S0657 ppc 03Nov99]

### **36.8.1** An employee:-

1. who has completed a minimum of 6 years of continuous service;
2. whose services are terminated because of slackness of trade; and
3. who, despite taking all reasonable steps, has been unable to obtain further employment in the industry:-
  - (a) within 3 months of the date of such termination;
  - (b) by attainment of 60 years; or
  - (c) at the time of death (whichever happens first),

is to be paid for any accumulated long service leave.

### **36.8.2** For the purposes of paragraph 36.8.1(3), whether reasonable steps were taken to obtain work is to be determined:-

1. In Queensland:-  
by agreement between the Queensland Mining Council; or  
  
In New South Wales or Tasmania:-  
by agreement between the New South Wales Minerals Council ;  
  
and the relevant union.
2. In the absence of agreement, the question will be referred to the Australian Industrial Relations Commission.

## **36.9 Union officials - Credit for Prior Service**

A person who:-

- is appointed an official of the CFMEU or;
- is appointed a District Check Inspector under the relevant legislation; and who
- as a result, terminates his/her employment with a respondent employer; and
- at the date of termination has accumulated long service leave.

is, upon resuming employment with a respondent employer, to be given credit for such leave for that period as agreed by -

- the Queensland Mining Council or the New South Wales Minerals Council and the relevant union; or

- in the absence of agreement, the question will be referred to the Australian Industrial Relations Commission.

## **37. PUBLIC HOLIDAYS**

### **37.1 Recognised Public Holidays**

The recognised public holidays are:-

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Monday;
- ANZAC Day;
- May Day or Labor Day;
- Queen's Birthday;
- Show Day or Easter Tuesday;
- Christmas Day;
- Boxing Day; or
- any other day observed by the public in the particular region in lieu of one of the above days, and
- all other public holidays gazetted for the particular region.

### **37.2 Transfer of recognised Public Holidays**

The employer and the majority of employees affected may agree to observe a holiday on a day other than the day prescribed in 37.1. If this occurs, the day agreed is the award holiday and the actual holiday becomes an ordinary working day.

### **37.3 Employee not required to work on a Public Holiday**

[Pt 7:37.3 substituted by S0657; Employee not required to work on a recognised Public Holiday title changed and substituted by S7126 ppc 19Jun00]

An employee who is not required to work on a holiday:-

**37.3.1** and who, without good and sufficient reason, fails to work on the employee's -

- (a) last working day immediately before the holiday, or
- (b) first working day after the holiday,

is not entitled to payment for such holiday;

**37.3.2** is to be paid for that day at the employee's classification rate.

### **37.4 Work on a recognised public holiday**

[37.4.1 substituted by PR968775 ppc 16Feb06]

**37.4.1** Work on a holiday is to be paid at the rate of double time for work performed during ordinary hours, in addition to the payment prescribed in 37.3.2.

[Pt 7:37.4.2 varied by S0657 ppc 03Nov99]

**37.4.2** Work performed in excess of ordinary hours on a holiday is to be paid at the rate of treble time.

### **37.5 Notice of Public Holidays to be worked seven day, six day or five day weekend employees**

[Pt 7:37.5 title varied by S0657 ppc 03Nov99]

**37.5.1** On a date agreed, the employer is to nominate which holidays are to be worked in the following twelve months, provided that work is not to be carried out on two of such holidays.

[Pt 7:37.5.2 varied by S0657 ppc 03Nov99]

**37.5.2** If the employer does not require employees to work on a public holiday (as nominated in 37.5.1) the employer must give the employees as much notice as possible of this decision.

**37.5.3** If the notice required by 37.5.2 is less than four weeks inclusive of the holiday, an employee who was rostered to work on the holiday is to be paid for ordinary hours as if the holiday had been worked.

**37.5.4** If the employer decides not to work on a holiday because of a strike or ban, employees are to be paid at their classification rate.

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

**[PT 8 DELETED BY S0657 PPC 03NOV99]**

## **PART 9 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

**[PT 9 VARIED BY Q2125; DELETED BY S0657 PPC 03NOV99]**

## **SCHEDULE A - RESPONDENTS**

### **(1) NEW SOUTH WALES**

AIMC (Australia) Pty Ltd 77 Bassett Street Mona Vale 2108  
Allied Constructions Pty Limited PO Box 21 Fairy Meadow 2519  
Austen & Butta Collieries Pty Limited PO Box 705 Chatswood 2067  
Australian Raise Drilling Pty Limited PO Box 922 Morphett Vale 5162  
Avon Colliery Pty Ltd PO Box 220 Wollongong East 2520  
Avondale Colliery Pty Limited 186 Princes Highway Dapto 2530  
Barix Pty Limited PO Box 309 Singleton 2330  
Bayswater Colliery Pty Limited GPO Box 1527 Sydney 2001  
The Bellambi Coal Company Limited PO Box 366 Bondi Junction 2022  
Bentham Constructions Pty Limited 45 Macquarie Street Sydney 2000  
BHP Steel International Group Collieries Division PO Box 431 Wollongong East 2520  
Blairabe Pty Limited Trading As: Henderson Drilling PO Box 173 Acacia Ridge 4110  
Bloomfield Collieries Pty Limited PO Box 4 East Maitland 2323  
Bulga Coal Management Limited Private Mail Bag 8 Singleton 2330  
Camberwell Coal Pty Ltd PMB 7 Singleton 2330  
CBS Drill & Blast Pty Limited PO Box 1200 Southport 4215  
The Cementation Company (Australia) Limited 67 Queens Road Melbourne 3004  
Citra Constructions Limited GPO Box 4463 Sydney 2001  
Clarence Colliery Pty Limited, PO Box 83, North Sydney, 2060  
Clutha Development Pty Limited PO Box 12 Narellan 2567  
Clutha Limited Level 18 1 York Street Sydney 2000  
Coal & Allied Operations Pty Limited GPO Box 1554 Sydney 2001  
Colrok Constructions Pty Limited PO Box 225 Toronto 2283  
The Coal Cliff Collieries Pty Limited PO Box 1770 Wollongong 2500  
Coal Operations Australia Limited Level 8 167 Macquarie Street Sydney 2000  
Coalpac Pty Limited Astrolabe Rutherford Lane Lithgow 2790  
Cumnock No 1 Colliery Pty Ltd PO Box 246 Singleton 2330  
DML Resources Pty Limited PO Box 658 Singleton 2330 (Cumnock South & Mt Owen Mines only)  
Dartbrook Coal Pty Ltd PO Box 517 Muswellbrook 2333  
Dombarton Colliery Pty Limited PO Box 705 Chatswood 2067  
Drayton Coal Pty Limited Private Mail Bag 9 Muswellbrook 2333  
Environmental Coal Australia Pty Ltd PO Box 288 Singleton 2330  
Glendell Coal Limited 1 Alfred Street Sydney 2000  
Gollin Wallsend Coal Company Limited CBA Centre 60 Margaret Street Sydney 2000  
Ground Consolidation Pty Ltd Trading As: Carbo Tech Grouting PO Box 489 Wyong 2259  
Gunnedah Coal Co Limited 69 Pitt Street Sydney 2000  
Hartley Valley Coal Company Pty Limited PO Box 12 Narellan 2567  
Haxton Contracting Pty Limited PO Box 49 Maitland 2320  
Hawkins Plant Hire PO Box 136 Boolaroo 2284  
Henry Walker Contracting Pty Ltd PO Box 242 Toowong 4066  
Hosloa Pty Limited 51 Gilda Drive Narara 2250  
Howarth Drilling Pty Limited PO Box 13 Budgewoi 2262  
Hunter Coal Haulage Pty Limited PO Box 181 Singleton 2330

Hunter Drilling Services Pty Limited PO Box 31 East Maitland 2323  
 Hunter Valley Coal Corporation Limited c/- Brian Marheine PO Box 83 Maitland 2320  
 Hunter Valley Earthmoving Company Pty Ltd PO Box 99 East Maitland 2323  
 Huntley Colliery Pty Limited PO Box 7 Dapto 2530  
 Kandos Collieries Pty Limited Kandos 2848  
 Kembla Coal & Coke Pty Ltd PO Box 1770 Wollongong 2500  
 Lemington Coal Mines Limited PO Box 225 Singleton 2330  
 Lemington Lorry Owner Drivers Pty Limited PO 333 Singleton 2330  
 McIlwraith Minerals Ltd division of McIlwraith McEacharn Operations Ltd Level 12 32  
 Methane Drainage Pty Ltd Office 5, Level 3 Office Tower, Strathfield Plaza The Boulevard  
 Strathfield 2135  
 Metropolitan Collieries Limited PO Box 184 Helensburgh 2508  
 Mid West Coal Services Pty Ltd 14 Hassans Walls Road Lithgow 2790  
 Minpro Operations Pty Limited PO Box 87 Annandale 2037  
 Monier Resources (Monier Limited) PO Box 7 Villawood 2163  
 Mount Thorley Operations Pty Limited PO Box 938 North Sydney 2060  
 Mt Arthur South Coal Pty Limited 6th floor, 2 Castlereagh Street Sydney 2000  
 Mt Thorley Coal Loading Limited GPO Box 483 Sydney 2000  
 Muswellbrook Coal Company Pty Limited PO Box 123 Muswellbrook 2333  
 The Newcastle Wallsend Coal Company Pty Limited, PO Box 83, North Sydney, 2060  
 New South Wales Coal Association PO Box A244 Sydney South 2000  
 North Bulli Collieries Pty Limited GPO Box 1716 Sydney 2001  
 Northern Waggon Pty Limited PO Box 4 East Maitland 2323  
 Novacoal Australia Pty Ltd PO Box 354 Milsons Point 2061  
 Oceanic Coal Australia Limited PO Box 841 Newcastle 2300  
 Peabody Resources Limited Level 17, 2 Dind Street Milsons Point 2061  
 Powercoal Pty Ltd PO Box 345 Charlestown 2290  
 Preston Coal Company Pty Limited c/- Coopers & Lybrand 21 Bolton Street Newcastle 2300  
 Rix's Creek Pty Limited PO Box 4 East Maitland 2323  
 Sada Pty Limited PO Box 35 Narellan 2567  
 Shaft & Tunnel Pty Limited PO Box 43 Redhead 2290  
 South Maitland Collieries Pty Limited 32 Adele Crescent Ashtonfield East Maitland 2323  
 Springvale Coal Pty Limited PO Box 198 Wallerawang 2845  
 Thiess Contractors Pty Limited PO Box 199 Archerfield 4108  
 Thyssen Mining Construction of Australia Pty Limited PO Box 405 Milsons Point 2061  
 Ulan Coal Mines Limited PO Box 1320 North Sydney 2060  
 Ulan Coal (NW Pit) Pty Limited PO Box 1059 North Sydney 2059  
 United Collieries Pty Limited PO Box 478 Singleton 2330  
 United Mining Pty Ltd PO Box 26 Cessnock 2325  
 The Wallerawang Collieries Ltd, PO Box 83, North Sydney, 2060  
 Wambo Mining Corporation Pty Limited PO Box 478 Singleton 2330  
 Warkworth Mining Limited PO Box 267 Singleton 2330  
 Wallamaine Limited 8th floor, 57 York Street Sydney 2000  
 Wilson Mining Services Pty Ltd 7 Madison Drive Adamstown Heights 2289  
 Yieldex Pty Limited 6-10 O'Connell Street Sydney 2000

(2) QUEENSLAND

[(2) Queensland varied by PR905422 from 15May01]

Aberdare Collieries Pty Limited PO Box 188 Booval 4305  
AIMC (Australia) Pty Limited 77 Bassett Street Mona Vale 2108  
Allied Constructions Pty Limited PO Box 21 Fairy Meadow 2519  
AQC (Wilkie Creek) Pty Limited PO Box 260 Dalby 4405  
BHP Australia Coal Pty Limited GPO Box 1389 Brisbane 4001  
Blair Athol Coal Pty Limited PO Box 177 Clermont 4721  
Bluff Mining Pty Limited PO Box 63 Bluff 4702  
P A Bond & Co Pty Limited PO Box 16 Narellan 2567  
MJ & TL Bryant 51 Brisbane Road Ebbw Vale 4304  
Burgowan Collieries Pty Limited Gympie Street Torbanlea 4662  
CBS Drill & Blast Pty Limited PO Box 1200 Southport 4215  
Callide Coalfields Pty Limited PO Box 144 Biloela 4715  
Capricorn Coal Developments Pty Limited GPO Box 1410 Brisbane 4001  
Champion & Associates PO Box 63 Bluff 4702  
Clough Mining Services 462 Belmont Avenue Kewdale 6105  
Coal Country Holdings Pty Ltd PO Box 466 Blackwater 4715  
Coal Recoveries Pty Limited 25 Bligh Street Sydney 2000  
**PR905422** - Coal Resources of Queensland PO Box 10 Blackwater 4717 - **Deleted**  
Collinsville Coal Company Pty Limited GPO Box 1433 Brisbane 4001  
Curragh Queensland Mining Limited GPO Box 807 Brisbane 4001  
Du Pont Westfarmers Pty Limited 40 Chandos Street St Leonards 2065  
Eltin Highwall Mining Pty Limited Level 7 STC House 545 Queen Street Brisbane 4000  
Ensham Resources Pty Limited GPO Box 814 Brisbane 4001  
Gardner Bros Pty Limited PO Box 192 Fortitude Valley 4006  
Graham Fountain Reservoir Lane Kholo Ipswich 4305  
GCM Mining Pty Limited PO Box 482 Dalby 4405 (in respect of Wilkie Creek Mine only)  
Ground Consolidation Pty Ltd Trading As: Carbo Tech Grouting PO Box 489 Wyong 2259  
Heggies Transport Pty Ltd PO Box 153 Wollongong East 2520  
WA Hughes Pty Limited 31 Taylor Street Eastern Heights 4305  
HG & W Transport PO Box 118 Dysart 4725  
ICI Australian Operations Pty Limited Level 6 Tower A 799 Pacific Highway Chatswood 2067  
Idemitsu South Queensland Coal Pty Limited PO Box 283 Goodna 4300  
Jeebropilly Collieries Pty Limited PO Box 47 Ipswich 4305  
MW Johnson & Company Pty Limited PO Box 70 Booval 4304  
Leo & Green PO Box 197 Sunnybank 4109  
McConnell Dowell Constructions PO Box 1379 Fortitude Valley 4006  
McIlwraith Minerals Ltd 103 McLaughlin St North Rockhampton 4701  
D M Mearns PO Box 29 Booval 4304  
Mining Technologies Australia 33 Calloway Place Manly West 4179  
Minpro Pty Limited PO Box 35 Rozelle 2039  
**PR905422** - Murlfill Pty Limited PO Box 10 Blackwater 4717 - **Deleted**  
New Haenke Coal Pty Limited PO Box 47 Ipswich 4305  
Newhill Coal Pty Limited PO Box 47 Ipswich 4305

New Hope Collieries Pty Limited PO Box 47 Ipswich 4305  
Newlands Coal Pty Limited GPO Box 1433 Brisbane 4001  
North Goonyella Coal Mines Limited PO Box 5214 Mackay Mall Centre 4740  
Oakleigh Colliery Pty Limited PO Box 25 Rosewood 4340  
Oak Creek Coal Pty Limited GPO Box 856 Brisbane 4001  
Oceanic Coal Australia Limited PO Box 505 Booval 4304  
Pacific Coal Pty Limited GPO Box 391 Brisbane 4001  
Peabody Resources Limited Level 17, 2 Dind Street Milsons Point 2061  
RDR Hauliers 11 Toowoomba Road Rosewood 4340  
Sedgman and Associates Pty Limited PO Box 163 Indooroopilly 4068  
South Blackwater Coal Ltd Private Mail Bag Blackwater 4717  
Strata Drilling Pty Limited PO Box 90 Middlemount 4746  
JR Stephens & Company Pty Limited 24 Cemetery Road Ipswich 4305  
Thiess Contractors Pty Limited PO Box 199 Archerfield 4108  
Thor Earthmovers Pty Limited PO Box 852 Ipswich 4305  
West Moreton Transport Pty Limited 3400 Ipswich Road Wacol 4076  
Yarrabee Coal Company Pty Ltd PO Box 173 Blackwater 4717

### (3) TASMANIA

Avoca Transport Co Pty Ltd PO Box 402 Mowbray Heights 7250  
Cornwall Coal Company No Liability 99 George Street Launceston 7250

## **SCHEDULE B - CLASSES OF WORK OR CLASSIFICATIONS**

[Schedule B deleted by PR900235 ppc 01Mar01]

## **SCHEDULE C - CLASSES OF WORK OR CLASSIFICATIONS**

[Schedule C deleted by PR900235 ppc 01Mar01]

## **SCHEDULE D - CLASSES OF WORK OR CLASSIFICATIONS**

[Schedule D deleted by PR900235 ppc 01Mar01]

## **SCHEDULE E - OPEN CUT WORK MODEL**

[Schedule E deleted by PR900235 ppc 01Mar01]

## **SCHEDULE F – UNDERGROUND WORK MODEL**

[Schedule F deleted by PR900235 ppc 01Mar01]



**ROPING-IN AWARD NO. 1 OF 2000**

## **ROPING-IN AWARDS**

[Roping-in Award No. 1 of 2000 inserted by S5017 ppc 11Apr2000]

## 1 - TITLE

This award shall be known as the Coal Mining Industry (Production & Engineering) (Roping-in No. 1) Award 2000.

## 2 – PARTIES BOUND

This award shall be binding upon:

- (a) the Construction Forestry Mining & Energy Union and its members; and
- (b) the companies listed in Schedule A.

## 3 – APPLICATION

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production & Engineering) Consolidated Award 1997, as varied from time to time, shall apply.

## 4 – OPERATION

This award shall come into force from the beginning of the first pay period commencing on or after 11 April 2000 and shall remain in force for a period of six months.

## SCHEDULE A

B J Avery Pty Ltd  
Lot 70  
Rodney Road  
Mt Vincent NSW 2323

Barnes Earthmoving  
P O Box 6  
Branxton NSW 2335

Boral Transport Ltd  
P O Box 402  
Singleton NSW 2330

Bulga Civil Construction  
P O Box 567  
Singleton NSW 2330

Gilson Plant Hire  
24 Winston Drive  
East Seaham NSW 2324

Roping-in award No. 2000/1 - contd

Blairabe Pty Ltd trading as Henderson Drilling  
Suite 9, 2<sup>nd</sup> Floor  
37 Station Road  
Indooroopilly QLD 4068

Hunter Vehicle Services Pty Ltd  
P O Box 342  
Singleton NSW 2330

Jetcrete Australia Pty Ltd  
17 Yalgar Road  
Kirrawee NSW 2232

Liebherr Australia Pty Ltd  
P O Box 31  
Singleton NSW 2330

Lovett's Cessnock Earthmoving  
P O Box 319  
Cessnock NSW 2325

McDermott Drilling Pty Ltd  
P O Box 281  
Pendle Hill NSW 2145

Singleton Earthmoving Pty Ltd  
P O Box 486  
Singleton NSW 2330

Tecrete Industries Pty Ltd  
P O Box 39  
Nelson Bay NSW 2315

Valley Longwall Drilling Pty Ltd  
P O Box 165  
Muswellbrook NSW 2333

Rod Vernon Mining Services Pty Ltd  
30 Northcote Street  
Cessnock NSW 2325

Wild Plant Hire  
P O Box 477  
Muswellbrook NSW 2333

Wilson Mining Services Pty Ltd  
1/68 Kalaroo Road  
Redhead NSW 2290

Roping-in award No. 2000/1 - contd

Ziekle's Transport  
P O Box 227  
Blackwater QLD 4717

Hamilton Machinery Pty Ltd  
P O Box 51  
Bulli NSW 2516

Q Mining Systems  
P O Box 94  
Edgeworth NSW 2285

Raisebore Australia Pty Ltd  
246 Brighton Road  
Summerton Park SA 5044

Trazblend Pty Ltd  
P O Box 35  
Narellan NSW 2567

Underground Australia Pty Ltd  
2 Regent Street  
Wollongong NSW 2500

United Australian Mining Pty Ltd  
P O Box 220  
West Gosford NSW 2250

Zeni Drilling  
P O box 9  
Collaroy Beach NSW 2097

Simpson Plant Hire  
136 Bromfield Street  
Warmambool VIC 3280

Lloyds North (Transport) Pty Ltd  
P O Box 357  
Prospect TAS 7250

Cec Swords Pty Ltd  
13 Sydney Road  
Mudgee NSW 2850

Kandos Colliery Pty Ltd  
Kandos NSW 2848

Roping-in award No. 2000/1 - contd

Brimstone Coal Limited  
P O Box 77  
Oakdale NSW 2570

Liddell Coal Preparation Pty Ltd  
P O Box 7  
Singleton NSW 2330

Thiess/Namoi Joint Venture  
50 McDougall Street  
Milton QLD 4064

Concrete Support Systems Pty Ltd  
P O Box 700  
Nelson Bay NSW 2315

Curracliff Pty Ltd  
P O Box 238  
Blackwater QLD 4717

## **ROPING-IN AWARD NO. 2 OF 2000**

[Roping-in Award No. 2 of 2000 inserted by S9475 ppc 22Aug00]

### **1. TITLE**

This award shall be known as the Coal Mining Industry (Production & Engineering) Roping-in No. 2 Award 2000.

### **2. PARTIES BOUND**

This award shall be binding upon:

- (a) the Construction, Forestry, Mining and Energy Union and its members; and
- (b) the companies listed in Schedule A.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production & Engineering) Consolidated Award 1997, as varied from time to time, shall apply.

### **4. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 22 August 2000 and shall remain in force for a period of six months.

### **SCHEDULE A**

Quantum Explosives Pty Ltd  
179 Grey Street  
South Brisbane QLD 4101

## **ROPING-IN AWARD NO. 3 OF 2000**

[Roping-in Award No. 3 of 2000 by S9476 ppc 22Aug00]

### **1. TITLE**

This award shall be known as the Coal Mining Industry (Production & Engineering) Roping-in No. 3 Award 2000.

### **3. PARTIES BOUND**

This award shall be binding upon:

- (a) the Construction, Forestry, Mining and Energy Union and its members; and
- (b) the companies listed in Schedule A.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production & Engineering) Consolidated Award 1997, as varied from time to time, shall apply.

### **4. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 22 August 2000 and shall remain in force for a period of six months.

### **SCHEDULE A**

Henry Plant & Equipment Hire Pty Ltd  
138 Mort Street  
Lithgow NSW 2790



## **ROPING-IN AWARD NO. 4 OF 2000**

[Roping-in Award No. 4 of 2000 inserted by S9477 ppc 22Aug00]

### 1. TITLE

This award shall be known as the Coal Mining Industry (Production & Engineering) Roping-in No. 4 Award 2000.

### 4. PARTIES BOUND

This award shall be binding upon:

- (e) the Construction, Forestry, Mining and Energy Union and its members; and
- (f) the companies listed in Schedule A.

### 3. APPLICATION

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production & Engineering) Consolidated Award 1997, as varied from time to time, shall apply.

### 4. OPERATION

This award shall come into force from the beginning of the first pay period commencing on or after 22 August 2000 and shall remain in force for a period of six months.

## **SCHEDULE A**

### **National Mining Professionals Pty Ltd**

Lot 2, Mortensen Road  
Nerang QLD 4211

## **ROPING-IN AWARD NO. 5 OF 2000**

[Roping-in Award No. 5 of 2000 inserted by T3084 ppc 03Nov00]

### **1. TITLE**

This award shall be known as The Coal Mining Industry (Production and Engineering) (Roping-In No.5) Consolidated Award 2000.

### **2. PARTIES BOUND**

This award is binding on Bengalla Mining Company Pty Limited and the Construction, Forestry, Mining and Energy Union.

### **3. APPLICATION**

The provisions of The Coal Mining Industry (Production and Engineering) Consolidated Award 1997 as varied from time to time, shall apply.

### **4. OPERATION**

This award shall take effect from the first pay period on or after 3 November 2000 and shall remain in force for a period of twelve months.

## **ROPING-IN AWARD NO. 6 OF 2000**

[Roping-in Award No. 6 of 2000 inserted by T4912 ppc 21Dec00]

### **1. TITLE**

This award shall be known as the Coal Mining Industry (Production and Engineering) (Roping-in No. 6) Award 2000.

### **2. PARTIES BOUND**

The Award known as the Coal Mining Industry (Production and Engineering) (Roping-in No. 6) Award 2000 shall be binding on the Construction, Forestry, Mining and Energy Union and its members and the employers listed in Schedule A.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of The Coal Mining Industry (Production and Engineering) Consolidated Award 1997, as varied from time to time, shall apply.

### **4. OPERATION**

This award shall take effect from the first pay period on or after 21 December 2000 and shall remain in force for a period of six months.

### **SCHEDULE A**

Roche Bros Pty Limited  
66 River Terrace  
Kangaroo Point QLD 4169

## **ROPING-IN AWARD NO. 1 OF 2001**

[Roping-in Award No. 1 of 2001 inserted PR901547 ppc 19Feb01]

### **1. TITLE**

This award shall be known as the The Coal Mining Industry (Production and Engineering) Consolidated Award 1997 Roping In Award No.1, 2001.

### **2. PARTIES BOUND**

This Award shall be binding upon:

- 2.1 The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union and its members; and
- 2.2 The Labour Co-Operative Limited.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award the provisions of the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 [C2758] as varied from time to time, shall apply to and be binding on the parties to this Award.

### **4. OPERATION**

This Award shall come into force from the first pay period to commence on or after 19 February 2001 and shall remain in force for a period of six months.

## **ROPING-IN AWARD NO. 1 OF 2002**

[Roping-in Award No. 1 of 2002 inserted PR924097 ppc 28Oct02, 02Apr03; varied by PR929415 from 25Mar03, PR944234 from 04Mar04]

### **1. TITLE**

This award shall be known as the The Coal Mining Industry (Production and Engineering) Consolidated Award 1997 Roping-in Award No.1, 2002.

### **2. PARTIES BOUND**

This Award shall be binding upon:

- 2.1 the Construction, Forestry, Mining and Energy Union and its members; and
- 2.2 the companies listed in Schedule A.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 [AW774609] as varied from time to time, shall apply.

### **4. OPERATION**

This Award shall come into force from the beginning of the first pay period commencing on or after 28 October 2002 and shall remain in force for a period of six months, with the exception of the resendency in respect to Beltana Highwall Mining Pty Limited which shall commence on 2 April 2003 and shall remain in force for a period of six months.

### **5. LEAVE RESERVED**

Leave is reserved to the Construction, Forestry, Mining and Energy Union to seek that the companies listed in Schedule B be made respondents to this award.

**SCHEDULE A**

<b>NAME</b>	<b>STREET ADDRESS</b>	<b>SUBURB</b>	<b>STATE</b>	<b>POST CODE</b>
Airly Coal Pty Ltd	Level 4, 140 Sussex Street	Sydney	NSW	2000
Archveyor Pty Ltd	C/- Anglo Coal Australia Pty Ltd Level 13, 133 Mary Street	Brisbane	QLD	4000
Bargo Collieries Pty Ltd	Level 18, 25 Bligh Street	Sydney	NSW	2000
Beltana Highwall Mining Pty Limited	C/- Bulga Coal Management Pty Ltd Suite 41 Gateway, 1 Macquarie Place	Sydney	NSW	2000
Bond Bros. Contracting Pty Ltd	11 Killara Close	Coal Point	NSW	2283
Choice HR (Newcastle) Pty Ltd	Level 6, 100 George Street	Parramatta	NSW	2150
C.H.R Employment Services	Level 2, AMP Building, 56 Gordon Street	Mackay	QLD	4740
Coalroc Contractors Pty Limited	11 Elvin Paget Street	Mackay	QLD	4740
Delta Mining Pty Ltd	36 Regreme Road	Picton	NSW	2571
Endeavour Coal Pty Ltd	Level 45, 600 Bourke Street	Melbourne	VIC	3000
Enhance Place Pty Ltd	1449 Castlereagh Highway	Lidsdale	NSW	2790
Glennies Creek Coal Management Pty Ltd	Level 20, AMP Place, 10 Eagle Street	Brisbane	QLD	4000
Gloucester Coal Ltd	Tower B Citadel Towers, Level 9, 799 Pacific Hwy	Chatswood	NSW	2067
Helensburgh Coal Pty Ltd	Metropolitan Colliery, Park Ave	Helensburgh	NSW	2508
Henry Walker Eltin Contracting Pty Ltd	55 Broadway	Nedlands	WA	6009
Jellinbah Mining Pty Ltd	Level 27, Comalco Place, 12 Creek Street	Brisbane	QLD	4000
Legra Engineering Pty Ltd	9 Fursden Street	Glenella	QLD	4740
Leighton Contractors Pty Ltd	472 Pacific Highway	St Leonards	NSW	2065
Mining & Maintenance Support Pty Ltd	56 Bridge Street	Muswellbrook	NSW	2333

Roping-in award No. 2002/1 - contd

Schedule A - contd

New Acland Coal Pty Ltd	11-17 Lowry Street	North Ipswich	QLD	4305
New Oakleigh Coal Pty Ltd	C/- New Hope Corporation Ltd 11-17 Lowry Street	North Ipswich	QLD	4305
Northern Waggon Pty Ltd	Four Mile Creek Road	Ashtonfield	NSW	2323
Orica Australia Pty Ltd	1 Nicholson Street	East Melbourne	VIC	3002
Peter Eason Survey & Mining Services Pty Ltd	56 Bridge Street	Muswellbrook	NSW	2333
Roche Highwall Mining Pty Ltd	66 River Terrace	Kangaroo Point	QLD	4169
SBD Services Pty Ltd	C/- Val Lawton & Associates, 85 Gordon Street	Mackay	QLD	4740
Southland Coal Pty Ltd	Goldfields House, Level 9, 1 Alfred Street	Sydney	NSW	2000
Thin Seam Mining Pty Limited	Gibson Colliery, Broker Street	Russell Vale	NSW	2517
Tunnel Mining Pty Ltd	68 Rowan Crescent	Merewether	NSW	2291
Walter Construction Group Limited	Level 3, 100 Pacific Highway	St Leonards	NSW	2065
Whitenhaven Coal Mining Pty Ltd	C/- AMCI Australia Pty Ltd Level 20, AMP Building, 10 Eagle Street	Brisbane	QLD	4000

**SCHEDULE B**

<b>NAME</b>	<b>STREET ADDRESS</b>	<b>SUBURB</b>	<b>STATE</b>	<b>POST CODE</b>
Beltreco Ltd	382 Victoria Road	Malaga	WA	6090
G & S Engineering Services Pty Ltd	Level 1, 16 Evans Ave	Mackay North	QLD	4740
H & M Engineering & Construction Pty Ltd	36 Gardiner Street	Rutherford	NSW	2320

## **ROPING-IN AWARD NO. 2 OF 2002**

[Roping-in Award No. 2 of 2002 inserted PR924102 ppc 28Oct02]

### **1. TITLE**

This award shall be known as the The Coal Mining Industry (Production and Engineering) Consolidated Award 1997 Roping-in Award No.2, 2002.

### **2. PARTIES BOUND**

This Award shall be binding upon:

- 2.1** the Construction, Forestry, Mining and Energy Union and its members; and
- 2.2** the companies listed in Schedule A.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 [AW774609] as varied from time to time, shall apply.

### **4. OPERATION**

This Award shall come into force from the beginning of the first pay period commencing on or after 28 October 2002 and shall remain in force for a period of six months.

### **5. LEAVE RESERVED**

Leave is reserved to the Construction, Forestry, Mining and Energy Union to seek that the companies listed in Schedule B be made respondents to this award.

#### **SCHEDULE A**

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Keppel Mine Management Pty Limited	Level 11- 25 Watt Street	Newcastle	NSW	2300
Cook Resource Mining Pty Ltd	Level 4- 140 Sussex Street	Sydney	NSW	2000
Cook's Construction Proprietary Limited	10 Fowler Road	Dandenong South	VIC	3175
Queensland Mining Employment Services Pty Ltd	Shop 4- 104 Egerton Street	Emerald	QLD	4720



## SCHEDULE B

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Callander Earthmoving Pty Ltd	Level 1- AMP Building 56 Gordon Street	MacKay	QLD	4740
Golding Contractors Pty Ltd	3 Lyons Street	South Gladstone	QLD	4680

## **ROPING-IN AWARD NO. 1 OF 2003**

[Roping-in Award No. 1 of 2003 inserted PR930408 ppc 14Apr03]

### **1. TITLE**

This award shall be known as the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 Roping-in Award No.1, 2003.

### **2. PARTIES BOUND**

This Award shall be binding upon:

- 2.1** the Construction, Forestry, Mining and Energy Union and its members; and
- 2.2** Ravensworth East Coal Management Pty Ltd.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 [AW774609] as varied from time to time, shall apply.

### **4. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 14 April 2003 and shall remain in force for a period of six months.

## **ROPING-IN AWARD NO. 2 OF 2003**

[Roping-in Award No. 2 of 2003 inserted by PR930864 ppc 30Apr03]

### **1 - TITLE**

This award shall be known as the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 Roping-in Award No. 2, 2003.

### **2 - PARTIES BOUND**

This award shall be binding upon:

- (a) the Construction, Forestry, Mining and Energy Union and its members; and
- (b) Golding Contractors Pty Ltd and Callander Earthmoving Pty Ltd.

### **3 - APPLICATION**

Subject to that which is otherwise provided in this Award, the provisions of the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 [AW774609], as varied from time to time, shall apply.

### **4 - EXCLUSION**

This award shall not apply to employees of Golding Contractors Pty Ltd who are engaged to perform work on the Ensham coal mine, or Golding Contractors in respect of such employees.

### **5 - OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 30 April 2003 and shall remain in force for a period of six months.

## **ROPING-IN AWARD NO. 1 OF 2004**

[Roping-in Award No. 1 of 2004 inserted by PR954140; set aside by PR956429 from 11Mar05;]

### **1. TITLE**

This award shall be known as The Coal Mining Industry (Production and Engineering) Consolidated Award 1997 Interim Roping-in Award No. 1 of 2004.

### **2. ARRANGEMENT**

This award is arranged as follows:

1. Title
2. Arrangement
3. Parties bound
4. Application
5. Operation

### **3. PARTIES BOUND**

This award shall be binding upon:

- (a) the Construction, Forestry, Mining and Energy Union; and
- (b) Outbye Engineering & Mining Services Pty Ltd (“OEMS”); and
- (c) any employees of OEMS Pty Ltd engaged in work described in clause 4 of this Award.

### **4. APPLICATION**

The provision of the *Coal Mining Industry (Production and Engineering) Consolidated Award 1997* [AW774609] as varied from time to time, shall apply to the employment of employees of OEMS Pty Ltd only during any period that such employees are engaged in performing work of a kind to which that Award usually applies, and only where such work is performed at or on a coal mine site.

### **5. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 9 December 2004 and shall remain in force for a period of six months.

## **ROPING-IN AWARD NO. 2 OF 2004**

[Roping-in Award No. 2 of 2004 inserted by PR954260 ppc 04Dec04; varied by PR962107 ppc 01Sep05]

### **1. TITLE**

This award shall be known as the Coal Mining Industry (Production and Engineering) (Roping-in No. 2) Consolidated Award 2004.

### **2. PARTIES BOUND**

This award shall be binding upon:

- (a) the Construction, Forestry, Mining and Energy Union and its members; and
- (b) the companies listed in Schedule A.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 [AW77460], as varied from time to time, shall apply.

### **4. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 14 December 2004 and shall remain in force for a period of six months.

### **SCHEDULE A**

Longwall Haul (Aust) Pty Limited  
Level 1, 56 Hudson Street  
Hamilton NSW 2303

Resource Pacific Limited  
Level 23 Angel Place  
133 Pitt Street  
Sydney NSW 2000

## **ROPING-IN AWARD NO. 1 OF 2005**

[Roping-in Award No. 1 of 2005 inserted by PR956412 ppc 11Mar05]

### **1. TITLE**

This award shall be known as The Coal Mining Industry (Production and Engineering) (Roping-in No. 1) Consolidated Award 2005.

### **2. PARTIES BOUND**

This award shall be binding upon:

- (a) the Construction, Forestry, Mining and Energy Union; and
- (b) Outbye Engineering & Mining Services Pty Ltd (“OEMS”); and
- (c) any employees of OEMS Pty Ltd engaged in work covered by the Award.

### **3. APPLICATION**

The provision of the *Coal Mining Industry (Production and Engineering) Consolidated Award 1997* [AW774609] (‘Award’) as varied from time to time, shall apply.

### **4. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 11 March 2005 and shall remain in force for a period of 6 months.

## **ROPING-IN AWARD NO. 2 OF 2005**

[Roping-in Award No. 2 of 2005 inserted by PR958153 ppc 18May05]

### **1. TITLE**

This award shall be known as the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 Roping-in Award No. 2 of 2005.

### **2. PARTIES BOUND**

This award shall be binding upon:

- 2.1** the Construction, Forestry, Mining and Energy Union and its members; and
- 2.2** Anglo Coal (Grasree Management) Pty Limited.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 [AW774609 Print P7386], shall apply.

### **4. OPERATION**

This Award shall come into force from the beginning of the first pay period commencing on or after 18 May 2005 and shall remain in force for a period of six months.

## **ROPING-IN AWARD NO. 3 OF 2005**

[Roping-in Award No. 3 of 2005 inserted by PR960612 ppc 20Jul05; corrected by PR960749 ppc 20Jul05; PR961542 ppc 20Jul05; PR961976 ppc 20Jul05; PR963112 ppc 20Jul05]

### **1. TITLE**

This award, made in part settlement of the dispute found to exist in Matter C No. 2003/3762, shall be known as the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 Roping-in Award No. 3 of 2005.

### **2. PARTIES BOUND**

This award shall be binding upon:

- 2.1** The Construction, Forestry, Mining and Energy Union and its members; and
- 2.2** the companies listed in Schedule A.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 [Print P7386 [AW774609]], shall apply.

### **4. LEAVE RESERVED**

Leave is reserved to the Construction, Forestry, Mining and Energy Union to seek that the companies listed in Schedule B be made respondents to this award.

### **5. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 20 July 2005 and shall remain in force for a period of six months.

### **SCHEDULE A**

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Achieve Cleaning Services	12 Buranda Street	Woolloongabba	Qld	4120
AIMC Australia Pty Ltd	AIMIC (Australia) Pty Ltd, Level 9 Corporate Centre, One Cnr Bundall Road and Slayter Avenue	Bundall	Qld	4217
Airly Coal Pty Ltd	Level 4, 140 Sussex Street	Sydney	NSW	2000
Akula Pty Ltd	246 Brighton Road	Somerton Park	SA	5044
Akula Pty Ltd	14 Bowker Street	Somerton Park	SA	5044
Anglo Coal (Archveyor Management) Pty Ltd	Level 11, 201 Charlotte Street	Brisbane	Qld	4000



<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Anglo Coal (Callide Management) Pty Ltd	Level 11, 201 Charlotte Street	Brisbane	Qld	4000
Anglo Coal (Capcoal Management) Pty Ltd	Level 11, 201 Charlotte Street	Brisbane	Qld	4000
Anglo Coal (Dartbrook Management) Pty Ltd	Level 11, 201 Charlotte Street	Brisbane	Qld	4000
Anglo Coal (Drayton Management) Pty Ltd	Level 11, 201 Charlotte Street	Brisbane	Qld	4000
Anglo Coal (Mourra Services) Pty Ltd	Level 11, 201 Charlotte Street	Brisbane	Qld	4000
Arrow Electrical Services Pty Ltd	109 Auburn Street	Woolongong	NSW	2500
Australian Raise Drilling Pty Ltd	13 Heath Street	Lonsdale	SA	5160
Belaruz Property Services Pty Ltd	c/- MSI Taylor, Level 9, Toowong Tower, 9 Sherwood Road	Toowoong	Qld	4066
Beltana Highwall Mining Pty Ltd	c/- Bulga Coal Management Pty Ltd, Suite 41 Gateway, 1 Macquarie Place	Sydney	NSW	2000
Bengalla Mining Company Pty Ltd	Bengalla Mine, Bengalla Road	Muswellbrook	NSW	2333
Berrima Coal Pty Ltd	Level 4, 140 Sussex Street	Sydney	NSW	2000
BHP Coal Pty Ltd	Level 13, Riverside Centre, 123 Eagle Street	Brisbane	Qld	4000
Blairabe Pty Ltd (t/as Henderson Drilling)	64 Dakar Road	Algester	Qld	4115
Bloomfield Collieries Pty Ltd	Lot 35 Four Mile Creek Road	Ashtonfield	NSW	2323
Bond Bros Contracting Pty Ltd	11 Killara Close	Coal Point	NSW	2283
Boral Transport Ltd	PO Box 402	Singleton	NSW	2330
Bulga Civil Construction	Lot 8 Putty Road	Bulga	NSW	2330
Bulga Coal Management Limited	c/- Xstrata Coal Australia Pty Ltd, Level 34, 1 Macquarie Place	Sydney	NSW	2000
Bushmark Holdings Pty Ltd (t/a Aquacrete)	Cnr Hackett Street & Mandurah Terrace	Mandurah	WA	6210
Callander Earthmoving Pty Ltd	Level 1, AMP Building, 56 Gordon Street	Mackay	Qld	4740
Camberwell Coal Pty Ltd	Level 16, National Mutual Building, 44 Market Street	Sydney	NSW	2000

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Camberwell Coal Pty Ltd	Bridgeman Road	Singleton	NSW	2330
CBS Blast & Drill Pty Ltd	c/- Anning & Dickfos, 22 Garden Street	Southport	Qld	4215
CBS Blast & Drill Pty Ltd	Lot 2 Melba Place	Mt Thorley	NSW	2330
Centennial Angus Place Pty Limited	Level 4, 140 Sussex Street	Sydney	NSW	2000
Centennial Mandalong Pty Limited	Level 4, 140 Sussex Street	Sydney	NSW	2000
Centennial Munmorah Pty Ltd	Level 4, 140 Sussex Street	Sydney	NSW	2000
Centennial Myuna Pty Ltd	Level 4, 140 Sussex Street	Sydney	NSW	2000
Centennial Newstan Pty Ltd	Level 4, 140 Sussex Street	Sydney	NSW	2000
Centennial Wyee Pty Ltd	Level 4, 140 Sussex Street	Sydney	NSW	2000
Central Western Mining Pty Ltd	10 Splendens Place	Tuggerah	NSW	2259
Charbon Coal Pty Limited	Level 4, 140 Sussex Street	Sydney	NSW	2000
Choice HR (Newcastle) Pty Ltd	Level 6, 100 George Street	Parramatta	NSW	2150
Clarence Colliery Pty Ltd	Level 4, 140 Sussex Street	Sydney	NSW	2000
Coal and Allied Operations Pty Ltd	Lemington Road Ravensworth	Via Singleton	NSW	2330
Coal Country Holdings Pty Ltd	C/- Arthur R Martin, 27 Herbert Street	Ingham	Qld	4850
Coalpac Pty Ltd	c/- Young Barnsdall Pty Ltd, Level 18 MLC Centre 19 - 29 Martin Place	Sydney	NSW	2000
Coalroc Contractors Pty Ltd	11 Elvin Paget Street	Mackay	Qld	4740
Collinsville Coal Company Pty Ltd	Collinsville Coal Company Pty Ltd	Collinsville	Qld	4804
Comserve (1218)	c/-Tony Champion, Jellinbah Mine	Bluff	Qld	4702
Concrete Support Systems Pty Ltd	Suite 3A, Level 1 239 King Street	Newcastle	NSW	2300
Concrete Support Systems Pty Ltd	Unit 5, 88 Port Stephens Drive	Taylors Beach	Qld	4850

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Cook Resource Mining Pty Ltd	PO Box 119	Blackwater	Qld	4717
Cooks Construction Pty Ltd	10 Fowler Road	Dandenong South	Vic	3175
Cornwall Coal Company No Liability	'Goliath Portland Cement Company Limited' Cement Works Road	Railton	Tas	7305
Cornwall Coal Company No Liability	Esk Highway	Fingal	Tas	7214
Curragh Queensland Mining Pty Ltd	Private Mail Bag Curragh Mine	Blackwater	Qld	4171
Delta Mining Pty Ltd	36 Regreme Road	Picton	NSW	2571
DML Resources Pty Ltd	Ground Floor Building, 2B Lakes Business Park, 2 Lord Street	Botany	NSW	2019
Endeavour Coal Pty Ltd	Level 45, 600 Bourke Street	Melbourne	Vic	3000
Enhance Place Pty Ltd	1449 Castlereagh Highway	Lidsdale	NSW	2790
Ensham Resources Pty Ltd	Level 20, AMP Place, 10 Eagle Street	Brisbane	Qld	4000
Foxleigh Mining Pty Ltd	T & G Building, Suite 4, Level 20, 141 Queen Street	Brisbane	Qld	4000
Gardner Bros Pty Ltd	c/- Walker Partners, 162 Hume Street	East Toowoomba	Qld	4350
Gardner Bros Pty Ltd	6 Struan Court	Toowoomba	Qld	4350
GCM Mining Pty Ltd	c/- La Verty Roche & Kelly, 11 Cunningham Street	Dalby	Qld	4405
GCM Mining Pty Ltd	Kolonga Dandine Soldiers Road	Macalister	Qld	4000
General Underground Services Pty Ltd	30 Musket Parade	Lithgow	NSW	2790
Gilson Plant Hire	Lot 40 Winston Drive	East Seaham	NSW	2324
Gilson Plant Hire	24 Winston Drive	East Seaham	NSW	2324
Gloucester Coal Ltd	Tower B Citadel Towers, Level 9, 799 Pacific Highway	Chatswood	NSW	2067
Gordon Pacific Limited	c/- Gordon Property Developments, Level 4, 97 Creek Street	Brisbane	Qld	4000
Ground Consolidation Pty Ltd (t/a Carbo Tech Grouting)	C/- BDO, Level 5 Kensmen Building, 131 Donnison Street	Gosford	NSW	2250
Ground Consolidation Pty Ltd (t/as Carbo Tech Grouting)	15 Lucca Road	Wyong	NSW	2259

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Gunnedah Coal Co Ltd	Level 48, Governor Phillip Tower, 1 Farrar Place	Sydney	NSW	2000
Hamilton Machinery Pty Ltd	PO Box 51	Bulli	NSW	2516
Helensburgh Coal Pty Ltd	Metropolitan Colliery, Park Avenue	Helensburgh	NSW	2508
Helvory Contractors Pty Ltd	Level 10, 400 Queen Street	Brisbane	Qld	4000
Henry Walker Eltin Contracting Pty Ltd	55 Broadway	Nedlands	WA	6009
Hosloa Pty Ltd	c/- Robson Consulting Group, Suite 1, Level 1, Cnr Bannister & Forrow Drives	Lake Haven	NSW	2263
Howarth Drilling Pty Ltd	c/- Peter Hay & Associates, 4 Morar Place	St Andrews	NSW	2566
Hunter Drilling Services Pty Ltd	Lot 100 George Booth Drive	Buchanan	NSW	2330
Hunter Valley Coal Corporation	c/- Glencore Coal Australia Pty Ltd, Level 41, Gateway Building, 1 Macquarie Place	Sydney	NSW	2000
Hunter Valley Earthmoving Pty Ltd	“Thiess Centre” 179 Grey Street	Southbank	Qld	4101
Hunter Valley Earthmoving Pty Ltd	125 Racecourse Road	Rutherford	NSW	2320
Hunter Vehicle Services Pty Ltd	PO Box 342	Singleton	NSW	2330
IPA Personnel Pty Ltd	Level 20, IBM Centre, 60 City Road	Southbank	Vic	3006
Ivanhoe Coal Pty Limited	Level 4, 140 Sussex Street	Sydney	NSW	2000
J Rennie Labour Pty Ltd	23 Walter Parade	Black Hill	NSW	2322
J.R. Stephens & Co Pty Ltd	c/- Hogg Lawson, Level 19, 141 Queen Street	Brisbane	Qld	4000
J.R. Stephens & Co Pty Ltd	169 Mary Street	Blackstone	Qld	4304
Jeebropilly Collieries Pty Ltd	11 - 17 Lowry Street	North Ipswich	Qld	4305
Jellinbah Mining Pty Ltd	Level 7, Comalco Place, 12 Creek Street	Brisbane	Qld	4000
Keppel Mine Management Pty Ltd	Level 1, 25 Watt Street	Newcastle	NSW	2300
Legra Engineering Pty Ltd	9 Fursden Street	Glenella	Qld	4740

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Leighton Contractors Pty Limited	472 Pacific Highway	St Leonards	NSW	2065
Liddell Coal Preparation Pty Ltd	C/- Enex Resources Ltd, Level 41, 1 Macquarie Place	Sydney	NSW	2000
Lloyds North Pty Ltd	c/- RJ Ruddick & Co, 102 Tarmar Street	Launceston	Tas	7250
Lloyds North Pty Ltd	Lot 63 Industrial Avenue, 268 George Town Road	Rocherela	Tas	7248
Longwall Advantage Pty Ltd	37 Yambo Street	Morisset	NSW	2264
MacMahon Contractors Pty Ltd	44 Kurnell Road	Welshpool	WA	6106
MacMahon Contractors Pty Ltd	PO Box 198	Cannington	WA	6987
Mastermyne Pty Ltd	c/- Coombs Business Services Pty Ltd, Shop 13, The Dome, 134 Victoria Street	Mackay	Qld	4740
Mastermyne Pty Ltd	Riverside Plaza, 45 River Street	Mackay	Qld	4740
McConnell Dowell Construction	Tally Ho Business Park, 16 Lakeside Drive	Burwood East	Vic	3151
McDermott Drilling Pty Ltd	c/- Brown Evans & Co, Level 4 171 Clarence Street	Sydney	NSW	2000
McDermott Drilling Pty Ltd	3 The Promenade	Yennora	NSW	2161
Merrywood Coal Company Pty Ltd	c/- R.J. Ruddick & Co, 102 Tamar Street	Launceston	NSW	7250
Metropolitan Collieries Pty Ltd	"Private Road, Cnr Springs Road and Richardson Road	Narellan	NSW	2567
Metropolitan Collieries Pty Ltd	Parkes Street	Helensburgh	NSW	2508
Mid West Coal Services Pty Ltd	461 The Esplanade	Torquay	Qld	4655
Mid West Coal Services Pty Ltd	Neubeck Street	Lidsdale	NSW	2790
Mines Maintenance (Qld) Pty Ltd	c/- MSI Taylor, Level 9, Toowong Tower, 9 Sherwood Road	Toowong	Qld	4066
Mining & Maintenance Support Pty Ltd	56 Bridge Street	Muswellbrook	NSW	2333
Mount Thorley Operations Pty Ltd	Lemington Road	Ravensworth Via Singleton	NSW	2330
Mt Arthur Coal Pty Ltd	Thomas Mitchell Drive	Muswellbrook	NSW	2333

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Mt Thorley Coal Loading Limited	Mount Thorley Road	Mount Thorley	NSW	2330
Muswellbrook Coal Company Limited	C/- Apollo Resources Pty Ltd, Level 32 Central Plaza One, 345 Queen Street	Brisbane	Qld	4000
Muswellbrook Coal Company Limited	Administration Office No. 2, Open Cut Mine Coal Road	Muswellbrook	NSW	2333
MW Johnson & Company	Montera Road	Ripley	Qld	4306
MW Johnson & Company	PO Box 70	Booval	Qld	4304
Nardell Coal Corporation Pty Ltd	'Old Statemine Road' New England Highway	Ravensworth	NSW	2330
National Mining Personnel Pty Ltd	194 Nerang Street	Southport	Qld	4215
New Acland Coal Pty Ltd	11-17 Lowry Street	North Ipswich	Qld	4305
New Oakleigh Coal Pty Ltd	c/- New Hope Corporation Ltd, 11 - 17 Lowry Street	North Ipswich	Qld	4305
Newlands Coal Pty Ltd	PO Box 21	Glenden	Qld	4743
North Goonyella Coal Mines Limited	PO Box 41	Glenden	Qld	4743
Northern Waggons Pty td	Four Mile Creek Road	Ashtonfield	NSW	2323
Northwest Earthmoving Pty Ltd	3 Rosewood Street	Middlemount	Qld	4746
Northwest Earthmoving Pty Ltd	c/- Stewart Consultants Pty Ltd, 76 Egerton Street	Emerald	Qld	4720
Oaky Creek Coal Pty Ltd	Oaky Creek Minesite	Via Tieri	Qld	4709
Oceanic Coal Australia Ltd	c/- Xstrata Coal Australia Pty Ltd, Level 34, 1 Macquarie Place	Sydney	NSW	2000
Orica Australia Pty Ltd	PO Box 196	Kurri Kurri	NSW	2327
Peabody (Wilkie Creek) Pty Ltd	PO Box 260	Dalby	Qld	4405
Peter Eason Survey & Mining Services Pty Ltd	56 Bridge Street	Muswellbrook	NSW	2333
Power Maintenance Pty Ltd	c/- MSI Taylor, Level 9, Toowong Tower, 9 Sherwood Road	Toowong	Qld	4066

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Queensland Mining Employment Services Pty Ltd	Shop 4, 104 Egerton Street	Emerald	Qld	4720
Rio Tinto Coal Australia Pty Ltd	Level 19, AMP Place, 10 Eagle Street	Brisbane	Qld	4000
Rix's Creek Pty Ltd	Lot 35 Four Mile Creek Road	Ashtonfield	NSW	2323
Roche Highwall Mining Pty Ltd	66 River Terrace	Kangaroo Point	Qld	4169
Roche Mining Pty Ltd	66 River Terrace	Kangaroo Point	Qld	4169
Sada Pty Ltd	"Private Road Cnr Springs Road" 1 Richardson Road	Narellan	NSW	2567
Sada Services Pty Ltd	Private Road Cnr Springs Road, 1 Richardson Road	Narellan	NSW	2567
SBD Services Pty Ltd	c/- Val Lawton & Associates, 85 Gordon Street	Mackay	Qld	4740
Sedgmen Employment Services Pty Ltd	C/- Gillespie Consulting Services Pty Ltd Po Box 2309	Brisbane	Qld	2309
Singleton Earthmoving Pty Ltd	2 Dyrning Road	Singleton	NSW	2330
Southland Coal Pty Ltd	Goldfields House, Level 9, 1 Alfred Street	Sydney	NSW	2000
Springvale Coal Pty Ltd	Springvale Colliery, Mudgee Road	Wallerawang	NSW	2845
The Wallerawang Collieries Pty Limited	c/- Xstrata Coal Australia Pty Ltd, Level 34, 1 Macquarie Place	Sydney	NSW	2000
Thiess Pty Ltd	179 Grey Street	Southbank	Qld	4101
Thiess Southland Pty Ltd	179 Grey Street	Southbank	Qld	4101
Thin Seam Mining Pty Ltd	Gilbons Colliery, Broker Street	Russell Vale	NSW	2517
Trades & Labour Hire Pty Ltd	c/- LG Solomom Pty Ltd, 16 Cox Road	Windsor	Qld	4030
Tunnel Mining Australia Pty Ltd	68 Rowan Crescent	Merewether	NSW	2291
Tunnel Mining Australia Pty Ltd	PO Box 90	Mayfield	NSW	2304
U.G.M. Engineers Pty Ltd	Level 1, 763 Hunter Street	Newcastle	NSW	2302
Ulan Coal Mines Ltd	c/- Xstrata Coal Australia Pty Ltd, Level 34, 1 Macquarie Place	Sydney	NSW	2000
Underground Australia Pty Ltd	2 Regent Street	Wollongong	NSW	2500

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Underground Australia Pty Ltd	109 Montague Street	Fairy Meadow	NSW	2519
United Australian Mining Pty Ltd	Level 3, 100 Pacific Highway	Greenwich	NSW	2065
United Collieries Pty Ltd	c/- Enex Resources Limited, Level 41, 1 Macquarie Place	Sydney	NSW	2000
United Mining Pty Ltd	300 Main Road	Cardiff	NSW	2285
United Mining Pty Ltd	15 Kelton Street	Cardiff	NSW	2285
United Mining Support Services	15 Kelton Street	Cardiff	NSW	2285
Vale SMS Contracting Services Pty Ltd	Lot 11, Vale Road	Moss Vale	NSW	2577
Valley Longwall Drilling Pty Ltd	PO Box 165	Muswellbrook	NSW	2333
Valley Longwall Drilling Pty Ltd	Lot 54 Blakefield Road, Muswellbrook Industrial Estate	Muswellbrook	NSW	2333
Ventmine (Qld) Pty Ltd	102 Albatross Road	Nowra	NSW	2541
Ventmine (Qld) Pty Ltd	Suite 2, 4 King Street	Warners Bay	NSW	2282
Walter Construction Group Limited	Level 3, 100 Pacific Highway	St Leonards	NSW	2065
Wambo Coal Pty Ltd	Wambo Colliery, Jerry's Planes Road	Warkworth	NSW	2330
Warkworth Mining Ltd	c/- Lemington Road Ravensworth	Via Singleton	NSW	2330
Whitehaven Coal Mining Pty Ltd	c/- AMCI Australia Pty Ltd, Level 20, AMP Building, 10 Eagle Street	Brisbane	Qld	4000
Wild Plant Hire	Lynhay Thomas Mitchell Drive	Muswellbrook	NSW	2333
Wilson Mining Services Pty Ltd	Level 3, 169 King Street	Newcastle	NSW	2300
Wilson Mining Services Pty Ltd	Unit 1, 68 Kalaroo Road	Redhead	NSW	2290
Yarrabee Coal Company Pty Ltd	Merrots, Level 6, 241 Adelaide Street	Brisbane	Qld	4000
<b>Deleted by PR963112</b> [Zappaway Steamit Industrial Services Pty Ltd Level 10, Toowong Tower, 9 Sherwood Road Toowong Qld 4066]				
Zeni Drilling	c/- VE Gowan, 17 Prince Street	Mosman	NSW	2088



## SCHEDULE B

<b>Name</b>	<b>Street address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
AAA Services & Equipment Hire	Po Box 3311	North Mackay	Qld	4740
Anglo Coal (Kayuga Management) Pty Limited	Level 11, 201 Charlotte Street	Brisbane	Qld	4000
Cumnock No. 1 Colliery Pty Ltd	c/- Xstrata Coal Australia Pty Ltd, Level 34, 1 Macquarie Place	Sydney	NSW	2000
Curracliff Pty Ltd	c/- Martin Wicks & Co, level 3, Toowong Terraces, 31 Sherwood Road	Toowong	Qld	4066
Damstra Mining Services Pty Ltd	c/- Timbury Ridhalgh & Co, Suite 1, Level 1, 126 John Street	Singleton	NSW	2330
Dyno Nobel Asia Pacific Limited	Level 20, AGL Centre, 111 Pacific Highway	North Sydney	NSW	2060
G & S Engineering Services Pty Ltd	Level 1, 16 Evans Avenue	Mackay North	Qld	4740
Glennies Creek Coal Management Pty Ltd	Level 20, AMP Place, 10 Eagle Street	Brisbane	Qld	4000
Gough & Gilmour Holdings Pty Ltd	10 Ipswich Street	Fyshwick	ACT	2609
Heggies Bulkhaul Ltd	55 Davies Road	Padstow	NSW	2211
Kandos Collieries Pty Ltd	c/- Goliath Portland Cement Company Ltd	Railton	Tas	7305
Kandos Collieries Pty Ltd	Jamieson Street	Kandos	NSW	2848
Mine-Assist Pty Ltd	c/- D J Marshall, Suite 4, 110 High Street	East Maitland	NSW	2323
Mining & Earthmoving Services Pty Ltd	49 Thomas Mitchell Drive	Muswellbrook	NSW	2333
Ravensworth East Coal Management Pty Ltd	Level 34, 1 Macquarie Place	Sydney	NSW	2000
REB Engineering Pty Ltd	c/- S H Tait & Co, Level 1 City Plaza, 45 Wood Street	Mackay	Qld	4740
Siemens Ltd (t/as Silcar & Silcar Maintenance Services)	885 Mountain highway	Bayswater	Vic	3153
Thor Earthmovers Pty Ltd	11-17 Lowry Street	North Ipswich	Qld	4305
Trazblend Pty Ltd	Glenlee Road via Richardson Road	Narellan	NSW	2567
Vought Engineering Services	PO Box 774	Lithgow	NSW	2790

## **ROPING-IN AWARD NO. 4 OF 2005**

[Roping-in Award No. 4 of 2005 inserted by PR960613 ppc 20Jul05]

### **1. TITLE**

This award, made in part settlement of the dispute found to exist in Matter C No. 2004/3156, shall be known as the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 Roping-in Award No. 4 of 2005.

### **2. PARTIES BOUND**

This award shall be binding upon:

- 2.1 The Construction, Forestry, Mining and Energy Union and its members; and
- 2.2 the companies listed in Schedule A.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 [Print P7386 [AW774609]], shall apply.

### **4. LEAVE RESERVED**

Leave is reserved to the Construction, Forestry, Mining and Energy Union to seek that the companies listed in Schedule B be made respondents to this award.

### **5. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 20 July 2005 and shall remain in force for a period of six months.

### **SCHEDULE A**

<b>Name</b>	<b>Street Address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
A.C. Whalan & Co Pty Ltd	Mudgee Road	Lidsdale	NSW	2790
Australian Coal Processing Pty Ltd	PO Box 699	Singleton	NSW	2330
B and J's Specialised Welding Pty Ltd	Unit 7, 4 Bergen Way	Mindarie	WA	6030
	39 Nelson Street	Greta	NSW	2334
Brandrill Limited	Lot 333, Harries Way	Pinjarra	WA	6208
Brencorp Investments No.2 Pty Limited	Level 31, Optus Centre, 367 Collins Street	Melbourne	VIC	3000
Broadmeadow Mine Services Pty Ltd	C/-BHP Coal Pty Ltd ;Level 13 Riverside Centre;123 Eagle Street	Brisbane	Qld	4000

<b>Name</b>	<b>Street Address</b>	<b>Suburb</b>	<b>State</b>	<b>Post code</b>
Cementation Skanska Australia Pty Ltd	1-3 Brady Street ;Room 54, Level 1;Bridgepoint	Mosman	NSW	2088
Coogee Services Pty Ltd	PO Box 3025	Teralba	NSW	2284
Drager Pty Ltd	Michael Hayes & Co 14 McKay Ave	Moorebank	NSW	2170
	Shop 4, 228 Chapel Road	Bankstown	NSW	2200
Henry Plant & Equipment Hire Pty Limited	138 Mort Street	Lithgow	NSW	2790
Henry Walker Environmental Pty Ltd	147 Frome Street	Adelaide	SA	5000
Highlands Mining Pty Ltd	PO Box 1436	Emerald	Qld	4720
ICE Engineering	'Cleveland' Big Ridge Lane	Sedgefield	NSW	2330
Pall Filtration and Separations Pty Limited	Pall Corporation, Unit 2A, 11-12 Orion Road	Lane Cove	NSW	2066
Pugsley Blasting Services	Graham Schmidt & Co, 95 Erina Street	East Gosford	NSW	2250
	448 Avoca Drive	Green Point	NSW	2251
RS & AM Windsor Pty Ltd	19 Sydney Street	Mackay	Qld	4000
Russell's Earthmoving Pty Ltd	6 Gooch Street	Merriwa	NSW	2329
Smithy's Engineering Pty Ltd	286 Conadilly Street	Gunnedah	NSW	2380
	48 Wee Waa Street	Boggabri	NSW	2382
Stratford Coal Pty Ltd	3364 Buckets Way	Stratford	NSW	2422
Tahmoor Coal Pty Ltd	Austral Coal Ltd, Lvl 18, 25 Bligh Street	Sydney	NSW	2000
Thomas & Coffey Australia	4/52B Holker Street	Silverwater	NSW	2128
Thorne Fire Protection and Security Services Pty Ltd	C/- Cressey Lynch, Lvl 1-8 Carrara Street	Benowa	Qld	4217
	30 Strathaird Road	Bundall	Qld	4217
Ubishla Pty Limited t/a Coldwell Drilling	C/- Evans Edwards & Associates; 7 Archer Street	Rockhampton City	Qld	4700
	459 Quay Street	Depot Hill	Qld	4700

## SCHEDULE B

Name	Street Address	Suburb	State	Post code
CCI Pope Ltd	Level 4, 62 Pitt Street	Sydney	NSW	2000
	29 Rosegum Road	Warabrook	NSW	2304
Convatech Pty Limited	3-7 Ironbark Close	Warabrook	NSW	2304
DBT Australia	10 Kellogg Road	Rooty Hill	NSW	2766
Enzed	GPO Box 449	Launceston	TAS	7250
	22 Gleadow Street	Invermay	TAS	7248
ETRS Pty Ltd	677 Springvale Road	Mulgrave	VIC	3170
Harnischfeger of Australia Pty Ltd <i>in relation to the work performed by its employees at Bulga coal mine</i>	71 Lytton Road	East Brisbane	Qld	4169
Hydramatic Engineering Pty Ltd	C/- Pricewaterhouse Coopers, Level 1, 8 Auckland Street	Newcastle	NSW	2300
	46 Kalaroo Road	Redhead	NSW	2290
NBM Sheetmetal & Maintenance Services Pty Ltd	C/- Rose & Partners, 109 Liverpool Street	Scone	NSW	2337
	Unit 19, 20 Thomas Mitchell Drive	Muswellbrook	NSW	2333
P J Berriman & Co Pty Ltd	Lvl 1-763 Hunter Street	Newcastle west	NSW	2302
	106-107 Campbell Street	Tomago	NSW	2322
P.W.G. King & Sons Pty Ltd	50 Bowler Street	Maitland	NSW	2320
Sedgman Muswellbrook Workshop Pty Ltd	Ham & Partners, Level 6, 344 Queen Street	Brisbane	Qld	4000
	40 Station Road	Indooroopilly	Qld	4068
Shell Services Pty Ltd	Level 18, 1 Spring Street	Melbourne	VIC	3000
Southern Engineering Services	90 Swan Street	Wollongong	NSW	2500

## **ROPING-IN AWARD NO. 5 OF 2005**

[Roping-in Award No. 5 of 2005 inserted by PR960614 ppc 20Jul05]

### **1. TITLE**

This award, made in part settlement of the dispute found to exist in Matter C No. 2003/3762, shall be known as the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 Roping-In Award No. 5 of 2005.

### **2. PARTIES BOUND**

This award shall be binding upon:

- 2.1** The Construction, Forestry, Mining and Energy Union and its members; and
- 2.2** Hunter Bulk Materials (Mining Services) Pty Ltd of 'Southside' Masters Road, Mt St. Thomas, New South Wales 2500.

### **3. APPLICATION**

The provisions of the *Coal Mining Industry (Production and Engineering) Consolidated Award 1997* [AW774609 Print 7386] as varied from time to time, shall apply to employees of Hunter Bulk Materials (Mining Services) Pty Ltd who perform work at or on a coal mine, provided that such work is work to which that award customarily applies.

### **4. EXCLUSION**

This award shall not apply to employees of Hunter Bulk Materials (Mining Services) Pty Ltd who do not fall within clause 3 of this award, and shall cease to apply in relation to an employee if at any time the circumstances of the employee are altered so that the employee, whilst remaining in the employment of the employer, no longer performs the work referred to in clause 3 of this award. Further, where an employee performs work referred to in clause 3 but also performs work which is not, the employee shall only be entitled to benefits under this award for performance of the work falling within its scope.

### **5. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 20 July 2005 and shall remain in force for a period of six months.

## **ROPING-IN AWARD NO. 6 OF 2005**

[Roping-in Award No. 6 of 2005 inserted by PR960616 ppc 20Jul05]

### **1. TITLE**

This award, made in part settlement of the dispute found to exist in Matter C No. 2003/3762, shall be known as the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 Roping-in Award No. 6 of 2005.

### **2. PARTIES BOUND**

This award shall be binding upon:

- 2.1** the Construction Forestry Mining & Energy Union and its members; and
- 2.2** Golding Contractors Pty Ltd of 3 Lyons Street, South Gladstone, Queensland 4680.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the *Coal Mining Industry (Production & Engineering) Consolidated Award 1997* [AW774609 Print P7386], as varied from time to time, shall apply.

### **4. EXCLUSION**

This award shall not apply to employees of Golding Contractors Pty Ltd who are engaged to perform work on the Ensham coal mine, or Golding Contractors in respect of such employees.

### **5. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 20 July 2005 and shall remain in force for a period of six months.

## **ROPING-IN AWARD NO. 7 OF 2005**

[Roping-in Award No. 7 of 2005 inserted by PR966350 ppc 09Dec05]

### **1. TITLE**

This award, made in part settlement of the dispute found to exist in Matter CNo.2003/3762, shall be known as the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 Roping-in Award No. 7 of 2005.

### **2. PARTIES BOUND**

This award shall be binding upon:

**2.1** the Construction Forestry Mining & Energy Union and its members; and

**2.2** Damstra Mining Services Pty Ltd of PO Box 3138 Singleton NSW 2330.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 [Print P7386 [AW774609] shall apply.

### **4. CASUALS**

**4.1** The Company may engage employees full time, part time or casually and employment will be on a weekly basis, except for casual employees.

**4.2** A casual employee may be engaged by the hour and paid by the hour and termination shall require one day's notice by either party given at any time during the week or payment or forfeiture of one day's pay as the case may be.

**4.3** Casual employees shall be paid at the appropriate classification base rate plus a 25% loading on all ordinary hours, which will not exceed thirty-five (35) hours in any week. The 25% loading is in lieu of an entitlement to all paid leave including annual leave, sick leave and public holidays not worked, except for the entitlement to long service leave accrual.

**4.4** In addition to the 25% loading, a casual employee will be entitled to shift allowances; weekend penalty rates and other provisions prescribed in the Award.

**4.5** Minimum shift length that can be offered shall be four (4) hours. If a casual employee is not notified prior to arrival at the mine to commence the shift that he/she will not be required to perform their normal duties due to circumstances at the mine, wet weather or machinery breakdown the casual employee shall be paid four (4) hours at the classification base rate.

**4.6** If work has commenced and the casual employee is stood down because of the circumstances at the mine, wet weather or machinery breakdown the casual employee shall be paid a minimum of four (4) hours at the classification base rate or the actual time spent whichever is the greater. If the shift is a weekend shift or public holiday shift the applicable shift penalty applies.

## **5. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 9 December 2005 and shall remain in force for a period of six months.



## **ROPING-IN AWARD NO. 8 OF 2005**

[Roping-in Award No. 8 of 2005 inserted by PR966470 ppc 23Dec05]

### **1. TITLE**

This award, made in part settlement of the disputes found to exist in Matters C2005/3325 and C2005/4238, shall be known as the Coal Mining Industry (Production & Engineering) (Roping-in No. 8) Award 2005.

### **2. PARTIES BOUND**

The terms and conditions of the award known as the Coal Mining Industry (Production and Engineering) Consolidated Award 1997 varied and in force from time to time shall be binding according to its terms upon:

- the Construction Forestry Mining & Energy Union and its members; and
- the companies listed in Schedules A and B; and
- Transfield Services (Australia) Pty Limited of Level 12, Maritime Towers, 201 Kent Street, Sydney NSW 2000 in respect of employees of the company who work in underground coal mines.

### **3. APPLICATION**

Subject to that which is otherwise provided in this award, the provisions of the Coal Mining Industry (Production & Engineering) Consolidated Award 1997 [AW774609 Print P7386], shall apply.

### **4. OPERATION**

This award shall come into force from the beginning of the first pay period commencing on or after 23 December 2005 and shall remain in force for a period of six months.

### **SCHEDULE A**

#### **Parties to award made in part settlement of dispute found to exist in C2005/3325**

<b>COMPANY NAME</b>	<b>SUBURB</b>	<b>STATE</b>	<b>P/C</b>
Allied Mine Services Pty Limited 501-505 PRINCES HIGHWAY	FAIRY MEADOW	NSW	2519
Bowditch & Partners Plant Services Pty Ltd Lot 12 Thomas Street Mitchell Drive	MUSWELLBROOK	NSW	2333
Central West Group Apprentices PO Box Level 1 203-209 Russell Street	BATHURST	NSW	2795

COMPANY NAME	SUBURB	STATE	P/C
Comiskey Earthmoving Pty Ltd McDonnell Hume Partners 50 Borilla Street 'Jellinbah Plains'	EMERALD	QLD	4720
Eastern Mining & Construction Company Pty Ltd United Mining Pty Ltd 15 Kelton Street	CARDIFF	NSW	2285
Lot 309 Racecourse Road	RUTHERFORD	NSW	2320
GK Martin Pty Ltd 24 Barolin Street 38 Mackenzie Street	BUNDABERG BLACKWATER	QLD QLD	4670 4717
Inbye Pumping Services Pty Limited 25 Nunda Road	WANGI	NSW	2267
Jalgrid Pty Limited Norman Wicks & Co Lvl 3 Toowong Terraces, 31 Sherwood Road	TOOWONG	QLD	4066
25 Panorama Crescent	BUDERIM	QLD	4556
Millenium Mining Pty Ltd 5-7 Tennyson Street	LOWER BELFORD	NSW	2335

## SCHEDULE B

### Parties to award made in part settlement of dispute found to exist in C2005/4238

COMPANY NAME	SUBURB	STATE	P/C
Ashton Coal Operations Pty Ltd Level 6, 77 Eagle Street	BRISBANE	QLD	4740
IFS (Group) Australia Pty Ltd 96 Kembla Street 28 Nicolle Road	WOLLONGONG PRIMBEE	NSW NSW	2500 2502
Incoal Pty Ltd c/- Home Wilkinson Lowry Lawyers Level 9, 55 Hunter Street	SYDNEY	NSW	2000
Lot 1766 Bullsgarden Road	GATESHEAD	NSW	2290
Reliability and Lubrication Systems Pty Ltd Sykes and Associates Unit 2, 164 Lang Street	KURRI KURRI	NSW	2327
35 Ardersier Drive	SINGLETON	NSW	2330
SES Resources Pty Ltd Level 1, 23 – 25 Bolton Street	NEWCASTLE	NSW	2330
6 Norfolk Street	THE ENTRANCE	NSW	2261
Simpson Contracting Pty Ltd c/- Pola Young 136 Bromfield Street	WARRNAMBOOL	VIC	3280

## **ANNEXURE 1 - AGREEMENT - INTRODUCTION OF BROADBANDING**

[Annex 1 varied by S0657 ppc 03Nov99]

It is agreed between the Coal Operators Industrial Organisation of Employers Queensland, the New South Wales Coal Association, the Cornwall Coal Company No Liability, the Construction, Forestry, Mining and Energy Union (UMW & FEDFA Divisions), the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, and the Communications, Electrical, Energy, Information, Postal, Plumbing and Allied Services Union of Australia that concurrent with the introduction of broadbanded award rates, the following shall apply:

1. An employee on a higher rate of wage shall not be reduced by the introduction of the new broadbanded wage rates.
2. Such employees will receive the higher rate (without increase) until the broadbanded award rate equals or exceeds the existing rate.
3. Employees appointed to the job described in 1 and 2 shall receive the actual broadbanded award rate not the higher rate paid to existing employees.
4. Employees in receipt of lower rates of pay shall receive the new higher rate of pay from the date of operation of the new award.

### **AGREEMENT - ANNUAL LEAVE**

It is agreed between the Coal Operators Industrial Organisation of Employers Queensland, the New South Wales Coal Association, the Cornwall Coal Company No Liability, the Construction, Forestry, Mining and Energy Union (UMW & FEDFA Divisions), the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union and the Communications, Electrical, Energy, Information, Postal, Plumbing and Allied Services Union of Australia that all employees on the anniversary date of the employment shall receive an entitlement of pro rata annual leave for the period December 1989 to such anniversary date. An employee will then be credited with annual leave accruals in accordance with the award.

The pro rata annual leave credited to the employee's accrual shall be available to be taken from such anniversary date (in accordance with appropriate award obligations).

### **AGREEMENT - SICK LEAVE**

It is agreed between the Coal Operators Industrial Organisation of Employers Queensland, the New South Wales Coal Association, the Cornwall Coal Company No Liability, the Construction, Forestry, Mining and Energy Union (UMW & FEDFA Divisions), the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union and the Communications, Electrical, Energy, Information, Postal, Plumbing and Allied Services Union of Australia that on 1 July 1990 that any employee working in the industry before the operative date of the 1990 award shall accrue proportionate sick leave for the period 1 July 1990 to the anniversary date of the employee's commencement of employment.

## AGREEMENT - CRIB TIME

It is agreed between the Coal Operators Industrial Organisation of Employers Queensland, the New South Wales Coal Association, the Cornwall Coal Company No Liability, the Construction, Forestry, Mining and Energy Union (UMW & FEDFA Divisions), the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union and the Communications, Electrical, Energy, Information, Postal, Plumbing and Allied Services Union of Australia that the new provisions in relation to crib breaks shall not affect any enterprise agreements that are in existence at the date of the commencement of the award. Nothing in this agreement shall affect the rights of the parties to negotiate on this matter.

## AGREEMENT - REMOVAL OF REFERENCE TO BONUS FROM THE AWARD

The Coal Operators Industrial Organisation of Employers Queensland, the New South Wales Coal Association, the Cornwall Coal Company No Liability, the Construction, Forestry, Mining and Energy Union (UMW & FEDFA Divisions), the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union and the Communications, Electrical, Energy, Information, Postal, Plumbing and Allied Services Union of Australia agree that all references to bonus (average or actual) shall be removed from the award provided that:

- (1) The Coal Industry Tribunal orders and directs that all bonus agreements shall be varied to provide appropriate amendments to introduce the award concepts into the individual mine agreements.
- (2) The negotiation of appropriate provisions in accordance with (1) shall be conducted at the minesite level.
- (3) The parties may agree to amend or delete the amendments introduced in paragraph (2) when the bonus is next renegotiated by the parties provided that:
  - (a) agreement by the parties is genuine; and
  - (b) the proposed agreement in relation to the concepts in (1) is approved by the district branch of the union.
- (4) The Coal Industry Tribunal shall be notified of amendments made in accordance with paragraph (3).

## AGREEMENT - CLASSIFICATIONS

It is agreed between the New South Wales Coal Association and the Construction, Forestry, Mining and Energy Union (UMW Division) that insertion of various classifications into the interim award which previously appeared only in the Queensland miners award, 1982, shall not be taken as conferring automatic coverage of such work in New South Wales to the Construction, Forestry, Mining and Energy Union (UMW Division).

## AGREEMENT - BROADBANDING TO BE COST NEUTRAL

It is agreed between the Coal Operators Industrial Organisation of Employers Queensland, the New South Wales Coal Association, the Cornwall Coal Company No Liability, the Construction, Forestry, Mining and Energy Union (UMW & FEDFA Divisions), the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union and the Communications, Electrical, Energy, Information, Postal, Plumbing and Allied Services Union of Australia that:

- (1) The outcome of the introduction of broadbanding of classifications is to be cost neutral.
- (2) Where a minesite can demonstrate an increase in wage costs as a result of broadbanding such minesite may commence discussions with a view to absorbing the increased costs into existing over-award payments.
- (3) Nothing in (1) or (2) shall affect the rights of employers or employees in relation to over-award payments.

## **ANNEXURE 2 - ACTU SUBMISSION: COAL INDUSTRY TRIBUNAL**

[Annex 2 deleted by S0657 ppc 03Nov99]

## **ANNEXURE 2 - PROVISIONS APPLICABLE TO SPECIFIC EMPLOYEES OR OPERATIONS**

[new Annex 2 inserted by S0657 ppc 03Nov99]

### **1. APPLICATION OF THIS ANNEXURE**

The provisions of this annexure apply to various specific employees or operations.

### **2. ARRANGEMENT**

This annexure is arranged as follows:

1. Application of this annexure
2. Arrangement
3. FEDFA entitlements
  - 3.1 Confined spaces allowance
  - 3.2 Damage to clothing and tools
  - 3.3 Shift work rates
  - 3.4 Agreement - Work on RDOs - FEDFA (New South Wales)
  - 3.5 Agreement - Work on RDOs - FEDFA (Queensland)
4. Transmission of business - Wallarah, Moonee and Chain Valley Collieries and Catherine Hill Bay Coal Preparation Plant only

### **3. FEDFA ENTITLEMENTS**

Employees who are CFMEU members and who were previously members of the Federated Engine Drivers and Firemans Association and who continue to be employed at the same mine by the same employer or its successor will receive the following entitlements in addition to all other applicable award entitlements.

#### **3.1 Confined spaces allowance**

Employees working in a space, the dimensions of which necessitate working in a stooped or otherwise cramped position or without proper ventilation, or where confinement within a limited space is unusually discomforting, will receive an allowance of \$0.39 per hour.

#### **3.2 Damage to clothing and tools**

Compensation to the extent of damage sustained will be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability for such tools will be limited to such tools of trade as are ordinarily required for the performance of the employees' duties.

### 3.3 Shift work rates

<b>Type of Shift:</b>	<b>Shift Rates:</b>
Day Shift	Ordinary Time
Afternoon and Rotating Night Shifts:	
Ordinary Hours	115% of the ordinary time rate
Overtime Hours	overtime penalty rate plus 15% of the ordinary time rate for the time worked
Permanent Night Shift:	
Ordinary Hours	125% of the ordinary rate
Overtime Hours	Overtime penalty rate plus 25% of the ordinary time rate for the hours worked

### 3.4 Agreement - Work on RDOs - FEDFA (New South Wales)

It is agreed between the New South Wales Minerals Council and the Construction, Forestry, Mining and Energy Union that in the event that it becomes necessary to fill an absence (casual vacancy) at the mine when the offgoing shift is commencing an RDO the following will apply:

- 3.4.1 Any spare roster worker (i.e. working on a low priority task as determined by management) from the roster system or format on which the vacancy has occurred, then:
- 3.4.2 Any spare roster worker (i.e. working on a low priority task as determined by management) from any other roster system or format - the order to be determined by mutual agreement between local management and local minesite delegates, then:
- 3.4.3 Any other worker working overtime up to the duration of a doubler, then:
- 3.4.4 Any rostered off worker who shall be free to volunteer to work;
- 3.4.5 An employee in 3.4.4 of this annexure who agrees to work on his/her RDO shall be paid as if it were an ordinary shift and will observe a day off in lieu before the end of the next roster cycle;
  - 3.4.5(a) Such day in lieu to be selected by the employee (provided that a minimum of one week's notice is given to the employer). The employee will be allowed such day off unless the operations of the mine or establishment will be affected by such absence.

### 3.5 Agreement - Work on RDOs - FEDFA (Queensland)

It is agreed between the Queensland Mining Council and the Construction, Forestry, Mining and Energy Union and that in the event that it becomes necessary to fill an absence (casual vacancy) at the mine when the offgoing shift is commencing a rostered day off, the following will apply:

- 3.5.1 Any spare 7 day roster shift worker, i.e. working on a low priority task as determined by management;
- 3.5.2 With a 7 day shift worker covering by overtime up to the duration of a doubler.
- 3.5.3 Offer overtime to any 5 day roster worker.
- 3.5.4 Any 5 day roster employee not required for agreed manning requirements.
- 3.5.5 Any rostered off 7 day roster worker.
- 3.5.6 An employee will be paid as if for an ordinary shift for time worked on a RDO and will observe a day off in lieu before the end of the next roster cycle.
  - 3.5.6(a) Such day in lieu to be selected by the employee provided that a minimum of one week's notice is given to the employer. The employee will be allowed such day off unless the operations of the mine or establishment will be affected by such absence.

### 4. TRANSMISSION OF BUSINESS - WALLARAH, MOONEE AND CHAIN VALLEY COLLIERIES AND CATHERINE HILL BAY COAL PREPARATION PLANT ONLY

- 4.1 Where the business is, before or after the date of this award, transmitted from Coal & Allied Operations Pty Limited (in this clause called **the transmittor**) to another employer (in this clause called **the transmittee**) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
  - 4.1.1 the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
  - 4.1.2 the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.
- 4.2 In this clause **business** includes any or all of Coal & Allied Operations Pty Limited underground mines and includes part of any such business and **transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.



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