



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/67)

BLACK COAL MINING INDUSTRY AWARD 2010

[MA000001]

Coal industry

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Black Coal Mining Industry Award 2010 – modern award varied.

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Black Coal Mining Industry Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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Black Coal Mining Award 20XX

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Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Black Coal Mining Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth).

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

base rate of pay means the rate of pay payable to an employee for their ordinary hours of work, but not including any of the following:

- loadings;
- monetary allowances;
- overtime or penalty rates; and
- any other separately identifiable amounts.

black coal mining industry has the meaning given in clause 4.2.

day (unless otherwise agreed by the employer and a majority of the employees affected) means a calendar day commencing at midnight on one day and concluding 24 hours later.

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

employee means national system employee within the meaning of the [Act](#).

employer means national system employer within the meaning of the [Act](#).

mine means any open cut or underground coal mine, or any operation or establishment, in the black coal mining industry.

mines rescue service means an entity which is established for the purpose of providing mines rescue activities, pursuant to relevant State legislation, within the black coal mining industry.

NES means the National Employment Standards as contained in sections 59 to 131 of the [Act](#).

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

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.

ordinary hours means the hours required to be worked by an employee for the payment of their award classification rate. Clause 14.1 specifies the ordinary hours of work.

ordinary week's pay means minimum weekly rate in the table of minimum rates in clause A.4, for the award classification rate in respect of 35 ordinary hours.

permanent night shift employee means 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.

roster means any arrangement of rostered hours worked by an employee.

roster cycle means the period over which a roster repeats and an employee's hours average 35.

rostered day off or **RDO** each mean 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.

rostered hours means ordinary hours of work and rostered overtime.

rostered overtime means reasonable additional hours which are required to be worked by an employee as an integral part of the employee's roster.

rotating night shift employee means an employee other than a permanent night shift employee who works night shift.

seven day roster employee means an employee, other than a 6 day roster employee, who, over a roster cycle, may be rostered to work shifts on any of the 7 days of the week.

six day roster employee means an employee who, over a roster cycle, is rostered to work shifts, the hours of which occur during any 6 consecutive 24 hour periods in a span of 7 consecutive 24 hour periods, and where the roster includes a non-working period of at least 24 consecutive hours at the same time each week.

standard rate means the minimum weekly rate for a Mineworker—Induction Level 2 in Schedule A—Production and Engineering Employees.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

4.1 This award covers:

- (a) employers of coal mining employees as defined in clause 4.1(b); and
- (b) coal mining employees.

Coal mining employees are:

- (i) employees who are employed in the black coal mining industry by an employer engaged in the black coal mining industry, whose duties are directly connected with the day to day operation of a black coal mine and who are employed in a classification or class of work in Schedule A—Production and Engineering Employees or Schedule B—Staff Employees of this award;
- (ii) employees who are employed in the black coal mining industry, whose duties are carried out at or about a place where black coal is mined and are directly connected with the day to day operation of a black coal mine and who are employed in a classification or class of work in Schedule A—Production and Engineering Employees or Schedule B—Staff Employees of this award; and
- (iii) employees employed by a mines rescue service.

4.2 For the purposes of this award, **black coal mining industry** has the meaning applied by the courts and industrial tribunals, including the Coal Industry Tribunal. Subject to the foregoing, the black coal mining industry includes:

- (a) the extraction or mining of black coal on a coal mining lease by means of underground or surface mining methods;
- (b) the processing of black coal at a coal handling or coal processing plant on or adjacent to a coal mining lease;
- (c) the transportation of black coal on a coal mining lease; and

- (d) other work on a coal mining lease directly connected with the extraction, mining and processing of black coal.

4.3 The black coal mining industry does not include:

- (a) the mining of brown coal in conjunction with the operation of a power station;
- (b) the work of employees employed in head offices or corporate administration offices (but excluding work in town offices associated with the day-to-day operation of a local mine or mines) of employers engaged in the black coal mining industry;
- (c) the operation of a coal export terminal;
- (d) construction work on or adjacent to a coal mine site;
- (e) catering and other domestic services;
- (f) haulage of coal off a coal mining lease (unless such haulage is to a wash plant or char plant in the vicinity of the mine); or
- (g) the supply of shotfiring or other explosive services by an employer not otherwise engaged in the black coal mining industry.

NOTE: The coverage clause is intended to reflect the status quo which existed under key pre-modern awards in relation to the kinds of employers and employees to whom those awards applied and the extent to which the awards applied to such employers and employees.

An example of the types of issues and some of the case law to be considered when addressing coverage matters can be found in *Australian Collieries Staff Association and Queensland Coal Owners Association* – No. 20 of 1980, 22 February 1982 [Print [CR2297](#)] and in the Court decisions cited in this decision.

4.4 This award covers employers which provide group training services for apprentices and/or trainees engaged in the black coal mining industry and/or parts of that industry and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 This award does not cover:

- (a) employees excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

- 4.6** Subject to clauses 4.1 and 4.2, where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Individual flexibility arrangements

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.

- 5.4** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

- 5.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the NES provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 32—Dispute resolution.

7. Facilitative provisions

7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

- (a) clause 14—Ordinary hours of work ;
- (b) clause 16—Breaks;
- (c) clause 19—Payment of wages;
- (d) clause 21.6—Averaging overtime payments;
- (e) clause 21.11—Time off instead of payment for overtime;
- (f) clause 24.13—Annual leave in advance;
- (g) clause 24.14—Cashing out of annual leave;
- (h) clause 29.2—Substitution of recognised public holidays;
- (i) clause A.8.5—Production and Engineering Employees—Payment of allowances; and
- (j) clause B.3.4—Staff Employees—Payment of allowances.

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) in the case of classifications in Schedule B—Staff Employees, casual.

9. Full-time employees

A full-time employee is an employee whose average ordinary hours of work will be 35 hours per week.

10. Part-time employees

10.1 A part-time employee:

- (a) is engaged to work less than 35 hours per week;

- (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.

10.2 At the time of engagement the employer and the 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.

10.3 Any agreed variation to the regular pattern of work will be recorded in writing.

10.4 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 21—Overtime.

10.5 A part-time employee will be paid the minimum hourly rate prescribed for the classification, group or level on which the employee is engaged.

11. Casual employees

11.1 A casual employee is an employee who is engaged and paid as a casual employee.

11.2 A casual employee must be paid for a minimum of 4 hours on each engagement.

11.3 Casual loading

(a) For each ordinary hour worked, a casual employee must be paid:

- (i) the minimum hourly rate; and
- (ii) a loading of 25% of the minimum hourly rate, for the classification in which they are employed.

(b) The casual loading is paid instead of the leave entitlements under this award.

12. Classifications

12.1 The classifications in which employees may be employed are set out in the following schedules:

- (a) Schedule A—Production and Engineering Employees; and
- (b) Schedule B—Staff Employees.

12.2 Employer and employee duties

(a) An employee:

- (i) must perform work as reasonably required by the employer; and
- (ii) must undertake training that the employer reasonably requires (which may include training to maintain their classification or acquire new competencies).

- (b) Where an employee does not perform work or undertake training in accordance with clause 12.2(a) the employee is not entitled to payment for that period.
- (c) The employer may direct an employee to carry out duties that are within the limits of the employee's skills, competence and training consistent with the respective classification structures of this award provided that the duties:
 - (i) are not designed to promote deskilling; and
 - (ii) are within safe working practices and statutory requirements.

13. Mines Rescue Service Employees

Schedule I—Mines Rescue Service Employees applies to employees of mines rescue services.

Part 3—Hours of Work

14. Ordinary hours of work

14.1 Ordinary hours of work

An employee's ordinary hours of work are 35 hours per week, or an average of 35 hours per week over a roster cycle.

15. Rostering arrangements

15.1 Rostering of hours and length of shifts

- (a) The employer may determine the type of rosters to be worked.
- (b) The employer may determine the shift length to be worked where the ordinary hours of the shift do not exceed 10 hours.
- (c) A shift may be longer than 10 ordinary hours:
 - (i) where the employer and the majority of affected employees agree; or
 - (ii) in the case of a dispute, as resolved in accordance with clause 32—Dispute resolution.

15.2 Shift starting and finishing times

- (a) The employer may determine the start and finish times of shifts up to 10 ordinary hours.
- (b) Shifts of longer than 10 ordinary hours will be worked between the starting and finishing times:
 - (i) that are agreed between the employer and the majority of affected employees; or

- (ii) in the case of a dispute, that are resolved in accordance clause 32—Dispute resolution.

15.3 Number and spread of shifts

The number and spread of ordinary shifts may be varied by the employer and, in the case of dispute, are resolved in accordance with the procedure in clause 32—Dispute resolution.

15.4 Starting and finishing places

- (a) The starting and finishing place of a shift:
 - (i) are to be agreed between the employer and the majority of affected employees; or
 - (ii) in the absence of agreement, are resolved in accordance with the procedure in clause 32—Dispute resolution.
- (b) At underground mines, the designated starting and finishing place will be on the surface.

15.5 Changes to rosters

The employer will not change an employee's place on a roster, except in accordance with Part 7—Consultation and Dispute Resolution and where:

- (a) the employer has given one week's notice of any change to the employee; or
- (b) 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 one week's notice referred to in clause 15.5(a) would have expired.

15.6 Rostered days off

(a) Period of notice to be given

Subject to clause 15.6, where an employee is entitled to a rostered day off (RDO) the employer must advise the employee of this:

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

(b) An employee required to work on an RDO

An employer will only require an employee to work on an RDO after attempts by the employer to cover the casual vacancy by other means have failed.

(c) Payment for working on an RDO

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

- (i) ordinary rates for time worked during ordinary hours on an RDO, and

- the employee will then take a day off in lieu before the end of the employee's next roster cycle;
- 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

- (ii) overtime rates for the time worked during ordinary hours on the RDO, without any day off in lieu.
- (d) An employee will be paid overtime rates for all time worked outside or in excess of the ordinary hours for that day or shift.
- (e) **RDO moved to another day**
- (i) 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.
 - (ii) 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.
 - (iii) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (f) **RDO falling on a recognised public holiday**
- An employee who is entitled to an RDO which falls on a public holiday is, at the discretion of the employer:
- (i) to be paid at the employee's classification rate; or
 - (ii) to be credited with one day for each such public holiday (payable at ordinary rates).
- (g) **RDO not to fall on a recognised public holiday for an employee working Monday to Friday shifts of up to 8.5 ordinary hours**
- (i) Subject to clause 15.6(g)(ii), where an employee is working Monday to Friday shifts of up to 8.5 hours and the employee's roster does not include work on a public holiday, an RDO is not to be scheduled to fall on a public holiday.
 - (ii) Where a public holiday is prescribed after an employee who is covered by clause 15.6(g)(i) has been notified of an RDO, and that holiday falls on the

employee's RDO, the employer must allow the employee to take the RDO on an alternative weekday.

16. Breaks

16.1 Paid meal breaks—rostered hours

- (a) An employee is entitled to a meal break of 30 minutes without deduction from pay for each 5 hours worked during rostered hours.
- (b) Subject to clause 16.1(c), an employee will not be required to work for more than 5 hours without a meal break
- (c) Where the employer and employee agree that the employee will work for more than 5 hours without a break, then the employee will, unless otherwise agreed, be paid for any work beyond 5 hours at the applicable overtime rates until a meal break is taken.

16.2 Paid meal break—non-rostered overtime

- (a) If an employee is required to work more than one and a half hours past their rostered shift (exclusive of crib time) then the employee will, unless agreed otherwise, before starting this overtime be allowed at least 30 minutes for a paid meal break. This meal break is to be paid at the rate applying immediately before the meal break is taken.
- (b) 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 (see Schedule A.8.3 and Schedule B.3.2).
- (c) After each 4 hours of overtime worked after a paid meal break the employee will have a further paid meal break of 30 minutes duration and either be supplied with a meal or be paid a meal allowance.
- (d) Where the overtime worked is not continuous with an employee's rostered hours, the employee is entitled to a meal break of 30 minutes without deduction from pay after each 5 hours worked.

Part 4—Wages and Allowances

17. Minimum rates and allowances

17.1 The rates and allowances which an employee is to be paid are specified in the following schedules:

- (a) Schedule A—Production and Engineering Employees; and
- (b) Schedule B—Staff Employees.

17.2 Mixed functions

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.

17.3 School-based apprentices

For school-based apprentices, see Schedule E—School-based Apprentices.

17.4 National training wage

- (a) Schedule E to the [Miscellaneous Award 20XX](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 20XX](#) as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 20XX](#) is to be read as referring to the *Black Coal Mining Industry Award 20XX* and not the [Miscellaneous Award 20XX](#).

18. Accident pay

18.1 An employee in receipt of weekly payments under the provisions of applicable workers compensation legislation will be entitled to receive accident pay from the employer subject to the following conditions and limitations:

18.2 Payment to be made during incapacity

An employer must pay, or cause to be paid, accident pay during the incapacity of an employee, within the meaning of the applicable workers compensation legislation:

- (a) until such incapacity ceases; or
- (b) until a period of:
 - (i) 78 weeks has expired from the date of the injury for injuries that occurred before 1 November 2018; or
 - (ii) 52 weeks has expired from the date of the injury for injuries that occurred after 1 November 2018;

whichever event occurs first, even if the employer terminates the employee’s employment within the period.

18.3 Meaning of accident pay

For the purposes of clause 18, **accident pay** means:

(a) Initial 39 week period – regardless of when injury occurred

For the initial period of 39 weeks from the date of injury, a weekly payment representing the difference between the weekly amount of compensation paid to the employee under the applicable workers compensation legislation and the weekly amount that would have been received by virtue of this award had the

employee been on paid personal leave at the date of the injury (provided the latter amount is greater than the former amount).

(b) Subsequent period – injury occurred before 1 November 2018

For a further period of 39 weeks a weekly payment representing the difference between the weekly amount of compensation paid to the employee under the applicable workers compensation legislation and the rate prescribed from time to time for the classification of the incapacitated employee at the date of the injury (provided the latter amount is greater than the former amount).

(c) Subsequent period – injury occurred on or after 1 November 2018

For a further period of 13 weeks a weekly payment representing the difference between the weekly amount of compensation paid to the employee under the applicable workers compensation legislation and the rate prescribed from time to time for the classification of the incapacitated employee at the date of the injury (provided the latter amount is greater than the former amount).

18.4 Pro rata payments

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

18.5 When not entitled to payment

An employee will not be entitled to any payment under clause 18 in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

18.6 Redemptions

In the event that an employee receives a lump sum in redemption of weekly payments under the applicable workers compensation legislation, the liability of the employer to pay accident pay as herein provided will cease from the date of such redemption.

18.7 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 applicable workers compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under clause 18 and the employee will not be entitled to any further accident pay thereafter.

18.8 Calculation of the period of incapacity

- (a)** The period of incapacity for work starts on the first day of incapacity, which may be after the date of injury.
- (b)** Intermittent absences arising from the one injury are cumulative when assessing the period of incapacity.

19. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 19.1 Unless otherwise agreed between the employer and the majority of employees, wages will be paid weekly.
- 19.2 Wages will be paid by cheque or electronic funds transfer.
- 19.3 In the absence of agreement to the contrary, not more than one week's pay will be kept in hand by the employer.
- 19.4 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.
- 19.5 Subject to all relevant laws, an employer and an individual employee may agree to a salary sacrifice arrangement. The obligations of the employer in respect of payment of remuneration will be satisfied by the employer complying with such an arrangement provided that the salary sacrificed amount and the residual wages combined are not less than the classification rate otherwise payable.
- 19.6 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 this award or the law.

20. Superannuation

20.1 Superannuation contributions for defined benefit members

An employer is permitted to make superannuation contributions to a superannuation fund or scheme in relation to a default fund employee who is a defined benefit member of the fund or scheme.

Part 5—Overtime and Penalty Rates

21. Overtime

- 21.1 In calculating overtime, except for clause 21.8, each day is to be treated separately.
- 21.2 **Payment for overtime**
 - (a) Subject to the exceptions in clause 21.2(b) and clause 21.3, all time worked in excess of or outside the ordinary hours of any shift on the following days will be paid for at the following rates:

For overtime worked on	Overtime rate
	% of minimum hourly rate
Monday to Friday – first 3 hours	150%
Monday to Friday – after first 3 hours	200%
Saturday – first 3 hours	150%
Saturday – after first 3 hours	200%
Sunday – all hours	200%

- (b) All time worked in excess of or outside the ordinary hours of any shift by employees:
- (i) who are 6 day roster employees or 7 day roster employees;
 - (ii) who work a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays; or
 - (iii) who work a roster which requires ordinary shifts on Saturday and Sunday where the majority of the rostered hours on the Saturday or Sunday shifts fall between midnight Friday and midnight Sunday;

will be paid for at the rate of **200%** of the minimum hourly rate.

21.3 Six day and seven day roster employees

- (a) All time worked in excess of or outside ordinary hours after an afternoon shift or a rotating night shift by a 6 day roster employee or a 7 day roster employee will be paid at **215%** of the employee’s ordinary base hourly rate of pay.
- (b) All time worked in excess of or outside ordinary hours after a permanent night shift by a 6 day roster employee or a 7 day roster employee will be paid at **225%** of the employee’s ordinary base hourly rate of pay.

21.4 Minimum payment for overtime on Saturday and Sunday

An employee called on to work overtime on a Saturday or Sunday (that is not continuous with work started on the previous day) will be paid for at least 3 hours at the appropriate rate.

21.5 Reasonable additional hours

Subject to the [NES](#), an employer may require an employee to work reasonable additional hours in addition to their rostered hours, in which case the employee will be paid the applicable overtime rates.

21.6 Averaging overtime payments

An employer and an employee employed in a classification in Schedule B—Staff Employees may agree to average overtime payments over a length of a defined period.

21.7 Rest period after working overtime

(a) Length of the rest period

When overtime work is necessary it will be arranged where possible for employees to have at least 10 consecutive hours off duty between the work of successive days.

(b) Where the employee does not get a 10 hour rest

(i) 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 10 consecutive hours off duty, and
- there will be no loss of pay for ordinary hours of work time which occur during this absence.

(ii) The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 21.7(b)(i):

- the employee will be paid at **200%** of the minimum hourly rate during ordinary hours and after that until the employee is released from duty;
- the employee will then be entitled to be absent for 10 consecutive hours; and
- there will be no loss of pay for ordinary hours of work time which occur during this absence.

21.8 Call-back

(a) Where an employer requires an employee to return to work overtime after leaving the mine (regardless of whether or not the employee is notified before or after leaving):

- (i) the employee must be paid at the overtime rate for not less than 4 hours for each time the employee is recalled; and
- (ii) except where unforeseen circumstances arise, the employee will not be required to work the full 4 hours if the job to be performed is completed within a shorter period.

(b) Clause 21.8(a) does not apply where:

- (i) it is customary for the employee to return to the mine to perform a specific job outside their ordinary working hours; or
- (ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of the employee's ordinary working hours.

21.9 Call-back less than four hours

Overtime worked in the circumstances set out in clause 21.8 will not be regarded as overtime for the purposes of a rest period as set out in clause 21.7, where the actual time worked on a recall is less than 4 hours.

21.10 Meal breaks during non-rostered overtime

Meal breaks during non-rostered overtime will be taken in accordance with clause 16.2.

21.11 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 21.11.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 21.11(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 21.11 is set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 21.11 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 21.11 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.

- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 21.11 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 21.11(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 21.11 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.11 will apply, including the requirement for separate written agreements under clause 21.11(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 21.11 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.11.

22. Shiftwork

22.1 Definitions

- (a) **Afternoon shift** means any shift, the ordinary hours of which finish after 6.00 pm and at or before midnight.
- (b) **Night shift** means any shift, the ordinary hours of which finish after midnight and at or before 8.00 am.
- (c) **Permanent night shift** employee is an employee who:
 - (i) works night shift only; or
 - (ii) stays on night shift for a longer period than 4 consecutive weeks; or

- (iii) 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.
- (d) **Rotating night shift** employee is an employee other than a permanent night shift employee who works night shift.

23. Penalty rates

23.1 An employee will be paid the following rates for all ordinary hours worked during the following periods:

Shift	Penalty rate	Casual penalty rate (includes casual loading)
	% of minimum hourly rate	
Day	100%	125%
Afternoon and rotating night	115%	140%
Permanent night	125%	150%

23.2 Weekend work

An employee will be paid the following rates for all ordinary hours worked on the following days:

Day	Period	Penalty rate	Casual penalty rate (includes casual loading)
		% of minimum hourly rate	
Saturday	First 4 hours	150%	175%
	After first 4 hours	200%	225%
Sunday	All hours	200%	225%

23.3 Change of shift for permanent day shift employees

(a) For at least three consecutive working days

If an employee who normally works on day shift only is required to work afternoon or night shift on at least 3 consecutive working days then the employee will be paid:

- (i) at overtime rates for the first afternoon or night shift so worked; and
- (ii) in accordance with the provisions of clause 23.1 for any other shifts after that.

(b) For fewer than three consecutive working days

If the employee is required to work afternoon or night shiftwork for a period fewer than 3 consecutive working days, overtime rates will be paid for any afternoon or night shiftwork. An exception to this is where the requirement is caused by the failure of another employee to come on duty at the proper time.

Part 6—Leave and Public Holidays

24. Annual leave

24.1 Annual leave entitlements are provided for in the [NES](#). Clause 24 supplements those entitlements and provides industry specific detail.

24.2 Entitlement to annual leave

(a) An employee is entitled to annual leave, in addition to the amount provided for in the [NES](#), such that the employee’s total entitlement to annual leave pursuant to the [NES](#) and this award for each year of employment is a cumulative total of 175 ordinary hours (5 weeks).

(b) An employee who:

- (i)** is a 7 day roster employee; or
- (ii)** works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,

is entitled annually to an additional 35 ordinary hours (one week) of annual leave.

24.3 Accrual of annual leave

Employees, other than casual employees, accrue annual leave at the following rate:

For employees who would be entitled to annual leave of:	Hours of annual leave for each completed week of employment:
175 hours (5 weeks)	3.3654
210 hours (6 weeks)	4.0385

24.4 Deduction of annual leave

For each period of annual leave taken by an employee the ordinary hours of rostered shifts that would have been worked by the employee will be deducted from the employee’s accrued annual leave entitlement.

24.5 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 3 periods, one of which will be of at least 3 weeks’ duration.

24.6 Payment and loading

An employee who takes annual leave must be paid the greater of:

- (a) the employee's ordinary rate of pay plus a loading of **20%** of that rate; or
- (b) the employee's rostered earnings for the period of annual leave, which includes all rostered overtime and rostered public holidays (paid at **200%**), but, not including shift allowances, except in the case of 7 day roster employees.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is be entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

24.7 When payment will be made for annual leave for employees paid by cheque

An employee who is usually paid by cheque will be paid for a period of annual leave in accordance with the employee's normal pay period(s), unless an employee requests that payment of the entire period of annual leave be made prior to the employee commencing leave.

24.8 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 24, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

24.9 Shutdown

- (a) Despite the terms of clauses 24.4 to 24.12, clause 24.9 applies if an employer intends to shutdown all or part of its operation for a particular period (**temporary shutdown period**) and wishes to require affected employees to take leave during that period.
- (b) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between them and the employer.
- (c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 24.9(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.
- (d) The following applies to any affected employee during a temporary shutdown period:
 - (i) the employee may elect to cover the temporary shutdown period by doing one, or a combination of 2 or more, of the following:
 - taking paid annual leave if the employee has accrued an entitlement to such leave;
 - taking leave without pay;

- taking annual leave in advance in accordance with an agreement under clause 24.13.
- (ii) if the employee does not make an election under clause 24.9(d)(i) that covers the whole of the temporary shutdown period, then the employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement.
- (e) A direction by the employer under clause 24.9(d)(ii):
 - (i) must be in writing; and
 - (ii) must be reasonable.
- (f) The employee must take paid annual leave in accordance with a direction under clause 24.9(d)(ii).
- (g) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 24.9, to which an entitlement has not been accrued is to be taken into account.
- (h) If a temporary shutdown period includes a day or part-day that is a public holiday and would have been a working day for the employee had the employee not been on leave in accordance with clause 24.9, the employee is taken not to be on leave on that day or part-day.
- (i) Clauses 24.4 to 24.12 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 24.9.

24.10 Excessive leave accruals: general provision

NOTE: Clauses 24.4 to 24.12 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an excessive leave accrual if the employee has accrued more than 350 hours (10 weeks) paid annual leave (or 420 hours (12 weeks) paid annual leave for a shiftworker, as defined by clause 24.2(b).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 24.11 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.12 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

24.11 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.10(b) but agreement is not reached (including because the employee

refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

- (b) However, a direction by the employer under clause 24.11(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 210 hours (6 weeks) when any other paid annual leave arrangements (whether made under clause 24.10, 24.11 or 24.12 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than 35 hours (one week); and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 24.11(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 24.11(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 24.11(d) may result in the direction ceasing to have effect. See clause 24.11(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

24.12 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.10(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 24.12(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 24.11(a) that, when any other paid annual leave arrangements (whether made under clause 24.10, 24.11 or 24.12 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 24.12(a) must not:

- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 210 hours (6 weeks) when any other paid annual leave arrangements (whether made under clause 24.10, 24.11 or 24.12 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than 35 hours (one week); or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 24.12(a) more than 175 hours (5 weeks) paid annual leave (or 210 hours (6 weeks) paid annual leave for a shiftworker, as defined by clause 24.2(b) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 24.12(a).

24.13 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 24.13 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 24.13 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.13, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

24.14 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.14.

- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.14.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 24.14 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 24.14 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 140 hours (4 weeks).
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 70 hours (2 weeks).
- (i) The employer must keep a copy of any agreement under clause 24.14 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.14.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.14.

NOTE 3: An example of the type of agreement required by clause 24.14 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.

25. Personal/carer's leave and compassionate leave

25.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).

25.2 Entitlement

A full-time employee is entitled to 105 ordinary hours of personal/carer's leave (inclusive of the employee's [NES](#) entitlement) on commencing employment and on each anniversary of commencement. Any personal leave which is not taken by an employee must accumulate without limitation.

25.3 Evidence required

- (a) Where requested to do so by the employer, an employee who has taken personal/carer's leave or compassionate leave must provide a medical certificate or such other evidence as will prove to the employer's reasonable satisfaction that the leave was taken for a reason set out in the [NES](#).
- (b) Where the employer is not satisfied by the evidence provided by an employee under clause 25.3(a), any dispute may be dealt with in accordance with the procedure at clause 32—Dispute resolution.

25.4 Deduction of personal leave

Paid personal/carer's leave taken by an employee must be deducted from the employee's paid personal/carer's leave entitlement as follows:

- (a) where the absence is for fewer than half the ordinary hours component of the shift, no deduction; or
- (b) in any other case, the full ordinary hours component of the shift will be deducted.

26. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

27. Community service leave

Community service leave is provided for in the [NES](#).

28. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

29. Public holidays

29.1 Public holidays are provided for in the [NES](#).

29.2 Substitution of recognised public holidays

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).

- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

29.3 Employee not required to work on a public holiday

- (a) An employee who is not required to work on a holiday which would otherwise have been a working day for that employee will be paid for that day at the employee's classification rate.

29.4 Employee required to work on a recognised public holiday

- (a) An employee who is required to 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.
- (b) Work performed in excess of ordinary hours on a holiday is to be paid at the rate of treble time.

29.5 Notice of public holidays to be worked (other than employees working shifts of up to 8.5 ordinary hours)

- (a) On a date agreed, the employer will nominate which public holidays will be worked in the following 12 months by employees (other than employees working shifts of up to 8.5 ordinary hours on weekdays), provided that work will not be carried out on 2 of such holidays.
- (b) If the employer does not require employees to work on a public holiday (as nominated in clause 29.5(a)) the employer must give the employees as much notice as possible of this decision.
- (c) If the notice required by clause 29.5(b) is less than 4 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.
- (d) If the employer decides not to require work to be performed on a public holiday because of a strike or ban, employees, other than those involved in the strike or ban, are to be paid at their classification rate for ordinary hours.

29.6 Employees working Monday to Friday shifts of up to 8.5 ordinary hours

- (a) An employee who only works shifts of up to 8.5 ordinary hours on weekdays cannot, as an integral part of their roster cycle, be rostered for ordinary hours on public holidays. Such employees may, however, in exceptional circumstances, be required to work on public holidays to meet operational needs.

Part 7—Consultation and Dispute Resolution

30. Consultation about major workplace change

- 30.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

30.2 For the purposes of the discussion under clause 30.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

30.3 Clause 30.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

30.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 30.1(b).

30.5 In clause 30 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

30.6 Where this award makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.

31. Consultation about changes to rosters or hours of work

- 31.1** Clause 31 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 31.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 31.3** For the purpose of the consultation, the employer must:
- (a)** provide to the employees and representatives mentioned in clause 31.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b)** invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 31.4** The employer must consider any views given under clause 31.3(b).
- 31.5** Clause 31 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

32. Dispute resolution

- 32.1** Clause 32 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 32.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 32.3** If the dispute is not resolved through discussion as mentioned in clause 32.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 32.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 32.2 and 32.3, a party to the dispute may refer it to the Fair Work Commission.
- 32.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 32.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 32.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 32.
- 32.8** While procedures are being followed under clause 32 in relation to a dispute:
- (a)** work must continue in accordance with this award and the [Act](#); and

- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

32.9 Clause 32.8 is subject to any applicable work health and safety legislation.

DRAFT

Part 8—Termination of employment and Redundancy

33. Termination of employment

NOTE: The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#). Clause 33 supplements the entitlement to notice of termination in the NES and provides industry specific detail.

33.1 Notice of termination by an employee

- (a) Clause 33.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer at least one week's notice of termination of employment.
- (c) If an employee does not give the period of notice required under clause 33.1(b), then the employer may deduct from wages due to the employee under the award an amount that is no more than one week's wages for the employee.
- (d) If the employer has agreed to a shorter period of notice than that required under clause 33.1(b), then no deduction can be made under clause 33.1(c).
- (e) Any deduction made under clause 33.1(c) must not be unreasonable in the circumstances.

33.2 Termination by employer

Clause 33 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.

33.3 Notice of termination by an employer—redundancy

- (a) Where termination occurs due to redundancy as defined in clause 34.2 the employer must give the employee notice of termination of employment or payment instead of notice as required under sections 117(1) and 117(2) of the [Act](#), except that the **minimum period of notice** is:
 - (i) 4 weeks; or
 - (ii) 5 weeks, if the employee is over 45 years old and has completed more than 5 years of continuous service with the employer at the end of the day the notice is given.
- (b) In clause 33.3(a) **continuous service** has the same meaning as in section 117 of the [Act](#).

33.4 Payments on termination

In the case of termination of employment, and in addition to any other amounts payable pursuant to this award to an employee on termination, the employee must be paid in accordance with clause 33.

(a) Accrued annual leave

The employee must be paid for all annual leave entitlements, and annual leave accrued in accordance with clause 24.3, at the employee's base rate of pay.

(b) Accrued personal/carer's leave

(i) An employee whose employment is terminated:

- by retrenchment;
- by retirement at or after age 60;
- by the employer because of ill health; or
- by death;

must, if the employee has 70 or more hours of untaken personal leave entitlement, be paid for that entitlement at the employee's base rate of pay.

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

34. Redundancy

34.1 The redundancy arrangements in this award are an industry-specific redundancy scheme and, as such, Subdivision B of Division 11 of the [NES](#) does not apply.

34.2 Definition of redundancy

(a) An employee is made redundant where an employee's employment is terminated at the employer's initiative:

- (i)** because the employer no longer requires the job done by the employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or
- (ii)** because of insolvency or bankruptcy of the employer.

(b) Clause 34.2 does not apply to employees engaged for a fixed term or a specified task.

34.3 Severance payment

Except where clause 34.5 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.

34.4 Retrenchment payment

(a) Except where clause 34.5 applies, where redundancies occur due to:

- (i)** technological change;

- (ii) market forces; or
- (iii) diminution of reserves,

the employees terminated are entitled to retrenchment pay equal to 2 ordinary weeks' pay for each completed year of employment up to a maximum of 30 weeks' pay. This payment is additional to the payment prescribed in clause 34.3.

- (b) Regardless of length of employment, the minimum payment due to employees under clause 34.4(a) is 2 ordinary weeks' pay.
- (c) Despite clause 34.4(a), an employee who as at 20 March 2017 (**the operative date**) had more than 15 completed years of employment and after the operative date is made redundant will be entitled to retrenchment pay equal to 2 ordinary weeks' pay for each completed year of employment as at the operative date. This payment is additional to the payment prescribed in clause 34.3.

34.5 Exemption

An employer is not liable for the payment in clauses 34.3 and 34.4 if 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; and
- (d) allows the employee to reside in the same general locality as the employee's previous residence.

34.6 Variation of retrenchment pay

Despite anything in clause 34, an employer may make application to the Fair Work Commission to be granted relief from the obligation to make a payment pursuant to clause 34.4. A dispute over what is just and expedient may be resolved through the procedure at clause 32—Dispute resolution.

Schedule A—Production and Engineering Employees

A.1 Preamble and principles

- A.1.1** The classification structure in this award determines the minimum weekly rates payable to employees whose employment is subject to this award.
- A.1.2** The 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.
- A.1.3** 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 clause A.1.
- A.1.4** The employer will make available to employees at a minesite the following:
- (a) the classification that will be occupied by employees whose employment is subject to this award; and
 - (b) the requirements each employee must meet to occupy those classifications.
- A.1.5** Whenever an employer alters the requirements that an employee must hold, to occupy a classification, the altered requirements will be published at the minesite.

NOTE: A proposal to alter such requirements will typically be subject to the consultation obligations in clause 30—Consultation about major workplace change and clause 31—Consultation about changes to rosters or hours of work of this award.

A.2 Definitions

A.2.1 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.

A.2.2 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.

A.2.3 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.

A.2.4 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.

A.2.5 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.

A.3 Advancement

A.3.1 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; Trade - Training in 2 Advancement Competencies
Mineworker	Non-trade - Competent in 4 Advancement Competencies; Trade - Certificate plus 2 Advancement Competencies

A.3.2 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.

A.3.3 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.

A.3.4 Non-trade work referred to in clauses A.3.2 and A.3.3 above, is work by certificated tradespersons, which is not part of their trade and is of a production or operations nature.

A.3.5 Cross-trade work referred to in clauses A.3.2 and A.3.3 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.

A.4 Minimum Rates

Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate (based on 35 hour week)
	\$	\$
Mineworker - Induction Level 1	840.10	24.00
Mineworker - Induction Level 2	856.20	24.46
Mineworker - Training	856.20	24.46
Mineworker	915.40	26.15
Mineworker - Advanced	959.50	27.41
Mineworker - Specialised	1058.10	30.23

A.5 Indicative Competencies

A.5.1 Open cut mines

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

INDUCTION

Induction (Generic, Minesite); Interpersonal; First Aid; Fire Fighting; Work 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; Tyre fitting; Crane operation; Rigging and 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.

A.5.2 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; Work Health and Safety.

ADVANCEMENT COMPETENCIES

Face operations, Continuous Miner; Shuttle car operation; FCT operation; Strata control; Bord and pillar mining; Face operations, Longwall; Supports installation; Shearer operation; AFC operation; Stage loader operation; Ancillary equipment; Face operations, Shortwall; Recovery and installation of major equipment; Drift and shaft operations; Environmental monitoring; Ventilation control; Fire control and 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; TQC principles; Roadways; Roof and rib support; Gas drainage; Riggers certificate; Surface operations; Coal stockpile and reclaim; Washery services.

NOTE: The Mineworker – Induction Level 2/Mineworker – Training classification includes the classifications formerly listed in Group B in the *Coal Mining Industry (Production and Engineering) Interim Consent Award, September 1990*, including the classification of coalcutting machineman. This note is inserted in light of the decision of a Full Bench of the Australian Industrial Relations Commission dated 5 December 2002 [[PR925329](#)].

A.6 Apprentices

- A.6.1** The terms of this award apply to the employment of apprentices.
- A.6.2** The off-the-job training of an apprentice may be undertaken on day release or block release basis.
- A.6.3** 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.
- A.6.4** An adult apprentice is a person who is 21 years of age or over when they commence a 3 year apprenticeship.
- A.6.5** 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.
- A.6.6** Except where inconsistent with this award, the State legislation regulating apprenticeships applies.
- A.6.7** The weekly minimum wage rates for apprentices (including adult apprentices) that commenced a training contract prior to 1 January 2014 are as follows:

Apprentices other than adult apprentices	% of the Mineworker - Induction Level 2 weekly rate	\$ per week
1 st year of experience	45	385.29
2 nd year of experience	60	513.72
3 rd year of experience	75	642.15
4 th year of experience	90	770.58
Adult apprentices	% of the Mineworker - Induction Level 2 weekly rate	\$ per week
1 st year of apprenticeship	80	684.96
2 nd year of apprenticeship	90	770.58
3 rd year of apprenticeship	95	813.39

A.6.8 Apprentice minimum wage arrangements for apprentices that commenced on or after 1 January 2014

- (a) Minimum wage rates for apprentices and adult apprentices commencing a training contract on or after 1 January 2014 are set out below as a percentage of the wage prescribed for Mineworker – Induction Level 2 of this award.
- (b) For first year apprentices (other than adult apprentices), who commenced on or after 1 January 2014, the increased rate will be phased in. From 1 January 2014 it will be **50%** of the Mineworker – Induction Level 2 rate, from the first pay period on or after 1 January 2015 this will increase to **55%** of the Mineworker – Induction Level 2 rate.

(i) Apprentices other than adult apprentices

Stage	Has not completed year 12		Has completed year 12	
	% of Mineworker – Induction Level 2	\$ per week	% of Mineworker – Induction Level 2	\$ per week
1	50%	428.10	From 1 January 2014: 50%	428.10
			From first pay period commencing on or after 1 January 2015: 55%	470.91
2	60%	513.72	65%	556.53
3	75%	642.15	75%	642.15
4	90%	770.58	90%	770.58

(ii) Adult apprentices

Stage	Rate of pay	\$ per week
1	80% of Mineworker – Induction Level 2	684.96
2	Mineworker – Induction Level 1	840.10
3	Mineworker – Induction Level 1	840.10

- (c) A person employed by an employer under this award immediately prior to entering into a training contract as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training contract. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification in which the adult apprentice was engaged immediately prior to entering into the training contract.
- (d) Clause A.6.8(c) only applies where the employee, immediately prior to entering into a training contract as an adult apprentice has been an employee in the enterprise for a minimum of 6 months full-time employment or 12 months part-time or regular and systematic employment.

A.6.9 Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that clause A.6.9 will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

A.6.10 For the purposes of clause A.6.9, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of clause A.6.9, excess travel costs do

not include payment for travelling time or expenses incurred while not travelling to and from block release training.

- A.6.11** The amount payable by an employer under clause A.6.9 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- A.6.12** All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- A.6.13** An employer may meet its obligations under clause A.6.12 by paying any fees and/or cost of textbooks directly to the RTO.
- A.6.14** An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- A.6.15** Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. Clause A.6.15 operates subject to the provisions of Schedule E—School-based Apprentices.
- A.6.16** No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

A.7 Juniors

Where the law permits junior employees to perform work in the coal mining industry, the weekly minimum wage rates for juniors are as follows:

Age	% of the Mineworker - Induction Level 2 weekly rate	\$ per week
15-16 years	40	342.48
16-17 years	55	470.91
17-18 years	75	642.15

A.8 Allowances

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- A.8.1** Except where specifically indicated, the following allowances will apply to all employees covered by this schedule and 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.

A.8.2 Wage-related allowances and reimbursements

(a) Wage-related allowances and reimbursements – general

Allowance	Application	% of Mineworker – Induction Level 2 Weekly Rate / reimbursement	\$	Payable
Washery allowance	Where an employee is employed in or about a washery This allowance is in substitution of all other disability allowances except water money	0.63	5.39	per day or per shift
		0.32	2.74	minimum payment per day/shift
Water money	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	0.49	4.20	per shift
Shaft work (Electrical / Mechanical)	An employee is engaged on shaft work	0.59	5.05	per shift

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Allowance	Application	% of Mineworker – Induction Level 2 Weekly Rate / reimbursement	\$	Payable
	<p>Minimum payment of 4 hours at this rate for employees required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps)</p> <p>A minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping</p>	0.30	2.57	minimum payment per day/shift
Dirty work	Where an employee has to handle machinery, equipment, appliances or gear of any description which is covered with oil or grease	0.23	1.97	per shift
Confined spaces allowance (Electrical/ Mechanical)	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	0.08	0.68	per hour
Height money (Electrical/ Mechanical)	Where an employee is engaged on work at a height of 7.5 metres or more above the nearest horizontal plane	0.23	1.97	per hour
First Aid Officer allowance (does not apply to employees employed under the open cut or underground work models)	Where an employee is appointed as a first aid officer	0.76	6.51	per day or shift or attendance at or paid absence from work

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Allowance	Application	% of Mineworker – Induction Level 2 Weekly Rate / reimbursement	\$	Payable
First Aid Attendant allowance (does not apply to employees employed under the open cut or underground work models)	Where an employee is appointed as a first aid attendant	0.45	3.85	per day or shift
Boom Welding allowance (does not apply to employees employed under the open cut work model)	Where an employee carries out pressure or x-ray standard welding on booms	0.095	0.81	per hour
Underground allowance (Electrical/ Mechanical)	An adult employee who works underground on any shift	0.23	1.97	per day or shift
Additional shift allowance— Open cut employees	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	0.43	3.68	per afternoon shift (additional to the shiftwork rates)
		0.85	7.28	per night shift (additional to the shiftwork rates)

(b) Wage-related allowances and reimbursements – clothing and transport

Allowance	Application	Reimbursements
Working clothes and safety boots	<p>Employees required to provide and wear industrial outer clothing and safety boots</p> <p>This provision does not apply where such footwear and clothing are supplied to the employee at the employer's expense</p>	<p>Reimbursement by the employer each year for one pair of safety boots and 2 sets of industrial outer clothing; the articles are to be at a standard normally issued by the Company</p>
Damage to clothing and tools (Electrical/Mechanical)	<p>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</p>	<p>Compensation to the extent of damage sustained will be made</p> <p>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 employee's duties</p>
Transport	<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>1. Reimbursement of any expense reasonably incurred in excess of expenses usually incurred travelling between home and normal place of work</p>
	<p>When an employee is required to temporarily work away from their ordinary location</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>When an employee works shiftwork, overtime or pre-shift overtime and the employee's normal means of transport is unavailable</p>	<p>3. Payment for one hour at ordinary rates or the provision of transport at the employer's cost</p>

A.8.3 Expense-related allowances

Allowance	Application	\$	Payable
Tool allowance — Employees required to provide necessary tools must be paid an additional amount of	Employers will continue to supply tools customarily supplied by them	11.55	per week
Meal allowance	When an employee is entitled to a meal allowance in accordance with the provisions of this award	15.81	for each meal

A.8.4 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Meal allowance	Take away and fast foods sub-group

A.8.5 Facilitative provision

Notwithstanding the other provisions of Schedule A, the method of payment of any or all allowances contained in this schedule may be varied by agreement between an employer and the majority of affected employees.

Schedule B—Staff Employees

B.1 Employment functions

Assistant undermanager means an employee, the holder of at least a second class mine manager's certificate of competency under the *Coal Mining Safety and Health Act 1999* (Qld), who is appointed to such position. Provided that an assistant undermanager will not be appointed to any shift unless at least one undermanager has been appointed thereto and the assistant undermanager is subject to the direction and control of that undermanager as appropriate, or the shift is of a size which the *Coal Mining Safety and Health Act 1999* (Qld) does not require the appointment of a second class mine manager's certificate of competency.

Production supervisor means an employee at an open-cut mine whose duties include operational planning, co-ordination, supervision and control of mining and overburden operations and personnel on all shifts worked at the mine.

Open-cut overseer means an employee appropriately qualified and certified performing general supervisory duties which may include the duties of an open-cut examiner under the *Coal Mine Health and Safety Act 2002* (NSW).

Senior chemist means an employee, the holder of an appropriate qualification who is responsible for the co-ordination and control of the work on all shifts at a laboratory where at least one other chemist is employed.

Chemist means an employee who is the holder of an appropriate qualification and is required to carry out testing, analysis and verification of results and may be responsible for the supervision and work of laboratory technicians, laboratory assistants and/or samplers on shift.

Laboratory technician means an employee who has experience in laboratory techniques and who is required to carry out independent testing and analysis of coal samples according to company standards and who reports the results and may be responsible for the supervision and work of one or more Laboratory assistants and/or samplers on shift.

Paymaster means an employee responsible at a mine or group of mines for the full payroll function for at least 300 employees.

Chief surveyor means an employee in charge of a group of mines where a mine surveyor is also employed.

Mine surveyor means an employee who is required by the management to certify the accuracy of mine plans, sections and tracings pursuant in New South Wales to the *Coal Mine Health and Safety Act 2002* (NSW), and in Queensland to the *Coal Mining Safety and Health Act 1999* (Qld).

Surveyor means an employee holding a surveyor's certificate of competency in accordance with the *Coal Mining Safety and Health Act 1999* (Qld) appointed by management to use surveying instruments.

Assistant surveyor means an employee holding a surveyor's certificate of competency appointed by the management to use surveying instruments.

Training officer means an employee of a mines rescue service who undertakes training of coal mine employees and other persons in respect to mines rescue equipment or procedures.

Trainee means an employee being trained and educated technically to take a managerial position or a position as a surveyor, metallurgist, chemist, geologist, draftsman or a mining, mechanical or electrical engineer.

Deputy means a person whose duties are prescribed by the *Coal Mine Health and Safety Act 2002* (NSW).

B.2 Minimum rates

The minimum rates of pay to be paid to employees will be as follows:

B.2.1 Adult rates

	Minimum weekly rate (full-time employee)	Minimum hourly rate (based on 35-hour week)
	\$	\$
GROUP A	900.50	25.73
(Adult coal mining industry employees, without prior experience in the coal mining industry, engaged in one of the following classifications)		
Tracer		
Surveyor's Assistant		
Clerks		
Laboratory Assistant		
Technical Assistant		
Stores Clerk		
Coal and/or Dust Sampler		
GROUP B	926.20	26.46
(Adult coal mining industry employee engaged in one of the following classifications)		
Tracer		
Surveyor's Assistant		
Clerk		
Laboratory Assistant		

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	Minimum weekly rate (full-time employee)	Minimum hourly rate (based on 35-hour week)
	\$	\$
Technical Assistant		
Stores Clerk		
Trainee		
Coal and/or Dust Sampler		
Screen and Surface Overseer		
Traffic Controller		
GROUP C	949.90	27.14
Computer Operator		
Senior Clerk		
Senior Stores Clerk		
Laboratory Technician		
Assistant Surveyor		
Assistant Safety Officer		
GROUP D	964.50	27.56
Surveyor		
Draftsperson		
Shotfirer		
GROUP E	984.00	28.11
Leading Draftsperson		
Assistant Training Officer		
Assistant Electrical and/or Mechanical Engineer		
GROUP F	993.40	28.38
Senior Computer Operator		
Assistant Purchasing and Stores Control Officer		
Administrative Officer		
GROUP G	1045.90	29.88
Chemist		
Analyst and/or Programmer		
Environmental Scientist		

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	Minimum weekly rate (full-time employee)	Minimum hourly rate (based on 35- hour week)
	\$	\$
Paymaster		
Purchasing Officer		
Stores Control Officer		
Personnel Officer		
Safety Officer		
Assistant to the Chief Clerk		
GROUP H	1058.10	30.23
Deputy		
Training Officer		
Mines Rescue Training Officer Level 1		
Mines Rescue Technical Officer Level 1		
Occupational Hygienist/Statutory Dust Sampler		
GROUP I	1074.60	30.70
Foreperson		
Senior Analyst and/or Programmer		
Coal Preparation Plant Foreperson (Tasmania)		
Commercial Officer		
Assistant Accountant		
Chief Clerk		
Purchasing and Store Control Officer		
Mine Surveyor		
Planning Officer		
Occupational Health Nurse Mines Rescue Training Officer Level 2		
Mines Rescue Technical Officer Level 2		

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	Minimum weekly rate (full-time employee)	Minimum hourly rate (based on 35- hour week)
	\$	\$
GROUP J	1089.10	31.12
Engineer		
Assistant to the Chief Electrical and/or Mechanical Engineer		
Open Cut Overseer		
Chief Surveyor		
Metallurgist		
Senior Chemist		
Geologist		
Assistant Undermanager		
Senior Foreperson		
Accountant		
Washing Plant Superintendent and/or Supervisor		
EDP Supervisor		
Mines Rescue Training Officer Level 3		
Mines Rescue Technical Officer Level 3		
GROUP K	1113.70	31.82
Senior Geologist		
Chief Geologist		
Chief Chemist		
Senior Metallurgist		
Senior Engineer		
Senior Open Cut Overseer		
Coal Preparation Plant Supervisor		
Undermanager		
Mines Rescue Training Coordinator		
Mines Rescue Senior Technical Officer		

	Minimum weekly rate (full-time employee)	Minimum hourly rate (based on 35-hour week)
	\$	\$
GROUP L	1140.90	32.60
Production Supervisor		
Chief Electrical and/or Mechanical Engineer		
Mines Rescue Assistant Superintendent		
GROUP M	1185.90	33.88
Electrical and/or Mechanical Engineer (in charge)		
Undermanager (in charge)		
Mines Rescue Superintendent		

B.2.2 Junior rates

The minimum rates of pay to be paid to juniors are the following percentages of the Group A weekly rate in each state:

Age	% of the Group A weekly rate	\$ per week
Up to 17 years	65	585.33
17 to 18 years	70	630.35
18 to 19 years	80	720.40
19 to 20 years	90	810.45
20 to 21 years	95	855.48

Provided that no existing employee will have their current percentage rate increased or decreased as a result of making this award.

B.2.3 Graduate rates

(a) Graduate Engineer rates

A degree qualified Engineer entering the workforce without experience will start at the Graduate Engineer – Level 1 rate. At the completion of 12 months’ service that engineer will be assessed by the employer and, having regard to the acquisition and utilisation of skills and knowledge through experience over such period, may advance one increment to the Graduate Engineer – Level 2 rate.

Advancement to the Graduate Engineer – Level 3 and the Engineer rate may occur by annual increments, following assessment of the employee by the

employer, having regard to the acquisition of skills and knowledge through experience over such period.

The minimum rates of pay to be paid to Graduate Engineers will be the following percentages of the Group J – Engineer’s weekly rate:

Classification	% of the Group J – Engineer’s weekly rate	\$ per week
Graduate Engineer – Level 1	80	871.28
Graduate Engineer – Level 2	86	936.63
Graduate Engineer – Level 3	94	1023.75

Provided that no existing employee will have their current percentage rate increased or decreased as a result of making this award.

(b) Commercial Graduate rates

An employee with a tertiary qualification in a commercial discipline entering the workforce without experience will start at the Commercial Graduate – Level 1 rate. At the completion of 12 months’ service that employee will be assessed by the employer and, having regard to the acquisition and utilisation of skills and knowledge through experience over such period, may advance one increment to the Commercial Graduate – Level 2 rate.

Advancement to the Commercial Graduate – Level 3 and the Commercial Officer rate may occur by annual increments, following assessment of the employee by the employer, having regard to the acquisition of skills and knowledge through experience over such period.

The minimum rates of pay to be paid to Commercial Graduates will be the following percentages of the Group I – Commercial Officer’s weekly rate:

Classification	% of the Group I – Commercial Officer’s weekly rate	\$ per week
Commercial Graduate – Level 1	80	859.68
Commercial Graduate – Level 2	86	924.16
Commercial Graduate – Level 3	94	1010.12

B.2.4 Training and Development – Mines Rescue Training Officers

The following provision applies to mines rescue service employees only. The employer will provide reasonable training and development as is required for the employee to undertake their role, or as required by the employer, so that employees:

- (a) maintain competencies and a skills base in order to carry out the requirements of their role;
- (b) can demonstrate the capability to undertake any reasonable tasks required by the employer;

- (c) are supported to progress through the classifications set out in clause B.2.1, as agreed by the employee and employer.

B.3 Allowances

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

Except where specified the following allowances and reimbursements 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 this award except where specifically indicated.

B.3.1 Wage-Related Allowances and Reimbursements

(a) First-aid allowances

Allowance	Application	% of the <u>standard rate/ reimbursement</u>	\$	Payable
First Aid Officer allowance	Where an employee is appointed as the first aid officer	0.76	6.51	per day or shift or attendance at, or paid absence from, work
First Aid Attendant allowance	Where an employee is appointed as a first aid attendant	0.45	3.85	per day or shift

(b) Wage related allowances and reimbursements – clothing and transport

Allowance	Application	Reimbursements
Working clothes and safety boots	Employees required to provide and wear industrial outer clothing and safety boots. This provision does not apply where such footwear and clothing are supplied to the employee at the employer's expense	Reimbursement by their employer each year for one pair of safety boots and 2 sets of industrial outer clothing
Transport	When an employee is required to work during annual leave shutdown and the normal means of transport is unavailable	1. Reimbursement of any expense reasonably incurred in excess of expenses usually incurred travelling between home and normal place of work

Allowance	Application	Reimbursements
	When an employee is required to temporarily work away from the ordinary location	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
	When an employee works shiftwork or overtime and the employee's normal means of transport is unavailable	3. Payment for one hour at ordinary rates or the provision of transport at the employer's cost

B.3.2 Expense-related allowances

Allowance	Application	Amount	Payable
Meal	When an employee is entitled to a meal allowance in accordance with the provisions of this award	\$15.81	for each meal

B.3.3 Adjustment of expense-related allowances

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

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group

B.3.4 Facilitative provision

Notwithstanding the other provisions of Schedule B, the method of payment of any or all allowances contained in this schedule may be varied by agreement between an employer and an employee.

Schedule C—Summary of Hourly Rates of Pay—Production and Engineering Employees

C.1 Full-time and part-time employees

C.1.1 Full-time and part-time production and engineering employees—ordinary and penalty rates

	Ordinary hours	Saturday		Sunday	Public holiday
		First 4 hours	After 4 hours		
% of minimum hourly rate					
	100%	150%	200%	200%	300%
	\$	\$	\$	\$	\$
Mineworker – Induction Level 1	24.00	36.00	48.00	48.00	72.00
Mineworker – Induction Level 2	24.46	36.69	48.92	48.92	73.38
Mineworker – Training	24.46	36.69	48.92	48.92	73.38
Mineworker	26.15	39.23	52.30	52.30	78.45
Mineworker – Advanced	27.41	41.12	54.82	54.82	82.23
Mineworker – Specialised	30.23	45.35	60.46	60.46	90.69

C.1.2 Full-time and part-time production and engineering employees—shiftwork

	Day shift	Afternoon shift	Rotating night shift ¹	Permanent night shift ¹	Saturday		Sunday
					First 4 hours	After 4 hours	
% of minimum hourly rate							
	100%	115%	115%	125%	150%	200%	200%
	\$	\$	\$	\$	\$	\$	\$
Mineworker – Induction Level 1	24.00	27.60	27.60	30.00	36.00	48.00	48.00
Mineworker – Induction Level 2	24.46	28.13	28.13	30.58	36.69	48.92	48.92
Mineworker – Training	24.46	28.13	28.13	30.58	36.69	48.92	48.92

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	Day shift	Afternoon shift	Rotating night shift ¹	Permanent night shift ¹	Saturday		Sunday
					First 4 hours	After 4 hours	
	% of minimum hourly rate						
	100%	115%	115%	125%	150%	200%	200%
	\$	\$	\$	\$	\$	\$	\$
Mineworker	26.15	30.07	30.07	32.69	39.23	52.30	52.30
Mineworker – Advanced	27.41	31.52	31.52	34.26	41.12	54.82	54.82
Mineworker – Specialised	30.23	34.76	34.76	37.79	45.35	60.46	60.46

¹ Rotating night shift and permanent night shift are defined in clause 22.1.

C.1.3 Full-time and part-time production and engineering employees other than 6 day roster and 7 day roster employees—overtime rates

	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	300%
	\$	\$	\$	\$
Mineworker – Induction Level 1	36.00	48.00	48.00	72.00
Mineworker – Induction Level 2	36.69	48.92	48.92	73.38
Mineworker – Training	36.69	48.92	48.92	73.38
Mineworker	39.23	52.30	52.30	78.45
Mineworker – Advanced	41.12	54.82	54.82	82.23
Mineworker – Specialised	45.35	60.46	60.46	90.69

C.1.4 Full-time and part-time production and engineering employees—6 day roster and 7 day roster employees—overtime

	Afternoon and rotating night shift ¹		Permanent night shift ¹		In excess of ordinary hours
	Monday to Saturday	Sunday	Monday to Saturday	Sunday	
	% of minimum hourly rate				
	215%	215%	225%	225%	200%
	\$	\$	\$	\$	\$
Mineworker – Induction Level 1	51.60	51.60	54.00	54.00	48.00
Mineworker – Induction Level 2	52.59	52.59	55.04	55.04	48.92
Mineworker – Training	52.59	52.59	55.04	55.04	48.92
Mineworker	56.22	56.22	58.84	58.84	52.30
Mineworker – Advanced	58.93	58.93	61.67	61.67	54.82
Mineworker – Specialised	64.99	64.99	68.02	68.02	60.46

¹ Rotating night shift and permanent night shift are defined in clause 22.1.

Schedule D—Summary of Hourly Rates of Pay—Staff Employees**D.1 Full-time and part-time employees****D.1.1 Full-time and part-time staff employees—ordinary and penalty rates**

	Ordinary hours	Saturday		Sunday	Public holiday
		First 4 hours	After 4 hours		
% of minimum hourly rate					
	100%	150%	200%	200%	300%
Classification	\$	\$	\$	\$	\$
Group A	25.73	38.60	51.46	51.46	77.19
Group B	26.46	39.69	52.92	52.92	79.38
Group C	27.14	40.71	54.28	54.28	81.42
Group D	27.56	41.34	55.12	55.12	82.68
Group E	28.11	42.17	56.22	56.22	84.33
Group F	28.38	42.57	56.76	56.76	85.14
Group G	29.88	44.82	59.76	59.76	89.64
Group H	30.23	45.35	60.46	60.46	90.69
Group I	30.70	46.05	61.40	61.40	92.10
Group J	31.12	46.68	62.24	62.24	93.36
Group K	31.82	47.73	63.64	63.64	95.46
Group L	32.60	48.90	65.20	65.20	97.80
Group M	33.88	50.82	67.76	67.76	101.64
Graduate Engineer – Level 1	24.89	37.34	49.78	49.78	74.67
Graduate Engineer – Level 2	26.76	40.14	53.52	53.52	80.28
Graduate Engineer – Level 3	29.25	43.88	58.50	58.50	87.75
Commercial Graduate – Level 1	24.56	36.84	49.12	49.12	73.68
Commercial Graduate – Level 2	26.40	39.60	52.80	52.80	79.20
Commercial Graduate – Level 3	28.86	43.29	57.72	57.72	86.58

D.1.2 Full-time and part-time staff employees—shiftwork

	Day shift	Afternoon shift	Rotating night shift ¹	Permanent night shift ¹	Saturday		Sunday
					First 4 hours	After 4 hours	
% of minimum hourly rate							
	100%	115%	115%	125%	150%	200%	200%
Classification	\$	\$	\$	\$	\$	\$	\$
Group A	25.73	29.59	29.59	32.16	38.60	51.46	51.46
Group B	26.46	30.43	30.43	33.08	39.69	52.92	52.92
Group C	27.14	31.21	31.21	33.93	40.71	54.28	54.28
Group D	27.56	31.69	31.69	34.45	41.34	55.12	55.12
Group E	28.11	32.33	32.33	35.14	42.17	56.22	56.22
Group F	28.38	32.64	32.64	35.48	42.57	56.76	56.76
Group G	29.88	34.36	34.36	37.35	44.82	59.76	59.76
Group H	30.23	34.76	34.76	37.79	45.35	60.46	60.46
Group I	30.70	35.31	35.31	38.38	46.05	61.40	61.40
Group J	31.12	35.79	35.79	38.90	46.68	62.24	62.24
Group K	31.82	36.59	36.59	39.78	47.73	63.64	63.64
Group L	32.60	37.49	37.49	40.75	48.90	65.20	65.20
Group M	33.88	38.96	38.96	42.35	50.82	67.76	67.76
Graduate Engineer – Level 1	24.89	28.62	28.62	31.11	37.34	49.78	49.78
Graduate Engineer – Level 2	26.76	30.77	30.77	33.45	40.14	53.52	53.52
Graduate Engineer – Level 3	29.25	33.64	33.64	36.56	43.88	58.50	58.50
Commercial Graduate – Level 1	24.56	28.24	28.24	30.70	36.84	49.12	49.12
Commercial Graduate – Level 2	26.40	30.36	30.36	33.00	39.60	52.80	52.80
Commercial Graduate – Level 3	28.86	33.19	33.19	36.08	43.29	57.72	57.72

¹ Rotating night shift and permanent night shift are defined in clause 22.1.

D.1.3 Full-time and part-time staff employees other than 6 day roster and 7 day roster employees—overtime rates

	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	300%
Classification	\$	\$	\$	\$
Group A	38.60	51.46	51.46	77.19
Group B	39.69	52.92	52.92	79.38
Group C	40.71	54.28	54.28	81.42
Group D	41.34	55.12	55.12	82.68
Group E	42.17	56.22	56.22	84.33
Group F	42.57	56.76	56.76	85.14
Group G	44.82	59.76	59.76	89.64
Group H	45.35	60.46	60.46	90.69
Group I	46.05	61.40	61.40	92.10
Group J	46.68	62.24	62.24	93.36
Group K	47.73	63.64	63.64	95.46
Group L	48.90	65.20	65.20	97.80
Group M	50.82	67.76	67.76	101.64
Graduate Engineer – Level 1	37.34	49.78	49.78	74.67
Graduate Engineer – Level 2	40.14	53.52	53.52	80.28
Graduate Engineer – Level 3	43.88	58.50	58.50	87.75
Commercial Graduate – Level 1	36.84	49.12	49.12	73.68
Commercial Graduate – Level 2	39.60	52.80	52.80	79.20
Commercial Graduate – Level 3	43.29	57.72	57.72	86.58

D.1.4 Full-time and part-time staff employees—6 day roster and 7 day roster employees—overtime

	Afternoon and rotating night shift ¹		Permanent night shift ¹		In excess of ordinary hours
	Monday to Saturday	Sunday	Monday to Saturday	Sunday	
	% of minimum hourly rate				
	215%	215%	225%	225%	200%
Classification	\$	\$	\$	\$	\$
Group A	55.32	55.32	57.89	57.89	51.46
Group B	56.89	56.89	59.54	59.54	52.92
Group C	58.35	58.35	61.07	61.07	54.28
Group D	59.25	59.25	62.01	62.01	55.12
Group E	60.44	60.44	63.25	63.25	56.22
Group F	61.02	61.02	63.86	63.86	56.76
Group G	64.24	64.24	67.23	67.23	59.76
Group H	64.99	64.99	68.02	68.02	60.46
Group I	66.01	66.01	69.08	69.08	61.40
Group J	66.91	66.91	70.02	70.02	62.24
Group K	68.41	68.41	71.60	71.60	63.64
Group L	70.09	70.09	73.35	73.35	65.20
Group M	72.84	72.84	76.23	76.23	67.76
Graduate Engineer – Level 1	53.51	53.51	56.00	56.00	49.78
Graduate Engineer – Level 2	57.53	57.53	60.21	60.21	53.52
Graduate Engineer – Level 3	62.89	62.89	65.81	65.81	58.50
Commercial Graduate – Level 1	52.80	52.80	55.26	55.26	49.12
Commercial Graduate – Level 2	56.76	56.76	59.40	59.40	52.80
Commercial Graduate – Level 3	62.05	62.05	64.94	64.94	57.72

¹ Rotating night shift and permanent night shift are defined in clause 22.1.

D.2 Casual employees.**D.2.1 Casual staff employees—ordinary and penalty rates**

	Ordinary hours	Saturday		Sunday	Public holiday
		First 4 hours	After 4 hours		
	% of minimum hourly rate				
	125%	175%	225%	225%	325%
Classification	\$	\$	\$	\$	\$
Group A	32.16	45.03	57.89	57.89	83.62
Group B	33.08	46.31	59.54	59.54	86.00
Group C	33.93	47.50	61.07	61.07	88.21
Group D	34.45	48.23	62.01	62.01	89.57
Group E	35.14	49.19	63.25	63.25	91.36
Group F	35.48	49.67	63.86	63.86	92.24
Group G	37.35	52.29	67.23	67.23	97.11
Group H	37.79	52.90	68.02	68.02	98.25
Group I	38.38	53.73	69.08	69.08	99.78
Group J	38.90	54.46	70.02	70.02	101.14
Group K	39.78	55.69	71.60	71.60	103.42
Group L	40.75	57.05	73.35	73.35	105.95
Group M	42.35	59.29	76.23	76.23	110.11
Graduate Engineer – Level 1	31.11	43.56	56.00	56.00	80.89
Graduate Engineer – Level 2	33.45	46.83	60.21	60.21	86.97
Graduate Engineer – Level 3	36.56	51.19	65.81	65.81	95.06
Commercial Graduate – Level 1	30.70	42.98	55.26	55.26	79.82
Commercial Graduate – Level 2	33.00	46.20	59.40	59.40	85.80
Commercial Graduate – Level 3	36.08	50.51	64.94	64.94	93.80

D.2.2 Casual staff employees—shiftwork

	Day shift	Afternoon shift	Rotating night shift ¹	Permanent night shift ¹	Saturday		Sunday
					First 4 hours	After 4 hours	
	% of minimum hourly rate						
	125%	140%	140%	150%	175%	225%	225%
Classification	\$	\$	\$	\$	\$	\$	\$
Group A	32.16	36.02	36.02	38.60	45.03	57.89	57.89
Group B	33.08	37.04	37.04	39.69	46.31	59.54	59.54
Group C	33.93	38.00	38.00	40.71	47.50	61.07	61.07
Group D	34.45	38.58	38.58	41.34	48.23	62.01	62.01
Group E	35.14	39.35	39.35	42.17	49.19	63.25	63.25
Group F	35.48	39.73	39.73	42.57	49.67	63.86	63.86
Group G	37.35	41.83	41.83	44.82	52.29	67.23	67.23
Group H	37.79	42.32	42.32	45.35	52.90	68.02	68.02
Group I	38.38	42.98	42.98	46.05	53.73	69.08	69.08
Group J	38.90	43.57	43.57	46.68	54.46	70.02	70.02
Group K	39.78	44.55	44.55	47.73	55.69	71.60	71.60
Group L	40.75	45.64	45.64	48.90	57.05	73.35	73.35
Group M	42.35	47.43	47.43	50.82	59.29	76.23	76.23
Graduate Engineer – Level 1	31.11	34.85	34.85	37.34	43.56	56.00	56.00
Graduate Engineer – Level 2	33.45	37.46	37.46	40.14	46.83	60.21	60.21
Graduate Engineer – Level 3	36.56	40.95	40.95	43.88	51.19	65.81	65.81
Commercial Graduate – Level 1	30.70	34.38	34.38	36.84	42.98	55.26	55.26
Commercial Graduate – Level 2	33.00	36.96	36.96	39.60	46.20	59.40	59.40
Commercial Graduate – Level 3	36.08	40.40	40.40	43.29	50.51	64.94	64.94

¹ Rotating night shift and permanent night shift are defined in clause 22.1.

Schedule E—School-based Apprentices

- E.1** The terms of this award apply pro rata to school-based apprentices, except where otherwise stated. A **school-based apprentice** is a person who is undertaking an apprenticeship in accordance with clause E.1 while also undertaking a course of secondary education.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The minimum hourly rates for full-time apprentices as set out in this award apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.3, where a school-based apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be **25%** of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice is allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of clause E.5, off-the-job training is structured training delivered by a registered training organisation as specified in the training plan associated with the training contract which is separate from normal work duties or general supervised practice undertaken on-the-job.
- E.7** The duration of the apprenticeship is as specified in the training contract. The period so specified to which apprentice wages apply must not exceed 6 years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency based progression, if provided for in this award.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

Schedule F—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule G—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Mines Rescue Service Employees

I.1 The following provisions will apply to mines rescue service employees only. The provisions in this Schedule will prevail over any other term of the award, to the extent of any inconsistency.

I.2 Stand-by allowance

A stand-by allowance calculated on a daily basis will be payable to employees who are placed on a stand-by roster, at the following rates:

I.2.1 for employees on a Monday to Friday stand-by roster—**\$87.85 (10.26%** of the [standard rate](#));

I.2.2 for employees on a stand-by roster that includes Saturday and/or Sunday—**\$160.20 (18.71%** of the [standard rate](#));

I.2.3 for Duty Officers on a Monday to Friday stand-by roster—**\$103.34 (12.07%** of the [standard rate](#));

I.2.4 for Duty Officers on a stand-by roster that includes Saturday and/or Sunday—**\$206.69 (24.14%** of the [standard rate](#)).

I.3 Stand-by rosters

When formulating a stand-by roster, the employer will ensure that an employee is not continuously on stand-by for more than 2 consecutive weekends or for more than 2 consecutive working weeks (other than in exceptional circumstances).

I.4 Overnight travel

An employee required by the employer to be absent from his or her normal residence overnight, will be provided with one of the following at the discretion of the employer:

I.4.1 a reasonable standard of hotel/motel or site camp accommodation and one evening meal and one breakfast meal, free of charge; or

I.4.2 an expense-related allowance of at least equivalent value to clause I.4.1 above: or

I.4.3 reimbursement of overnight accommodation and meal expenses on the basis of the standard provided for in clause I.4.1 above.

I.5 Work related travel

An employee will not be required by the employer to travel outside of his or her own normal working hours for work related purposes without appropriate compensation or time off in lieu, as agreed to by the employer and employee. This provision excludes an employee's commute from his or her residence to normal place of work.

I.6 Emergencies

I.6.1 In the event of a mine site emergency involving the deployment of mines rescue service employees, the following provisions of the award will be suspended for the duration of the emergency, upon the direction of the Mines Rescue Superintendent, or Assistant Superintendent:

- (a) clause 21.7—Rest period after working overtime;
- (b) clause 14.1—Ordinary hours of work;
- (c) clause 22—Shiftwork;
- (d) clause 16.1—Paid meal breaks—rostered hours.

I.6.2 Provided that nothing in clause I.6 will be read as releasing the employer from payment of the normal shift allowances, penalties and overtime rates of pay that are payable for the work undertaken by employees.

I.7 Medical retirement

Should an employee be subject to medical retirement, they will be entitled to severance pay at the rate of one week's pay for each year of service in addition to all other accrued entitlements.

DRAFT