

# **GWS PERSONNEL MINING EMPLOYEE COLLECTIVE AGREEMENT 2008**

In accordance with Part 8 of the *Workplace Relations Act 1996 (C'th)*

## **BETWEEN**

**Employer:**                    GWS PERSONNEL PTY LTD  
**A.B.N:**                        89 063 610 248

## **AND**

**Employees** of the Employer bound by this Agreement

### **1. Contents**

1.1 This Agreement is set out in the following manner.

<b>Clause No.</b>	<b>Subject Matter</b>
1.	Contents
2.	Definitions
3.	Duration & Scope of the Agreement
4.	Employment Status & Engagement
5.	Labour Flexibility
6.	Probation & Termination
7.	Classifications & Duties
8.	Hours of Work
9.	Remuneration
10.	Wage Increases
11.	Public Holidays
12.	Superannuation
13.	Unpaid Carer's Leave
14.	Parental Leave
15.	Long Service Leave
16.	Stand Down
17.	Fitness for Work
18.	Meal Breaks
19.	Uniforms
20.	Dispute Resolution Procedure
21.	Savings Clause
22.	No Extra Claims

SCHEDULE A            Base Rates of Pay

SCHEDULE B            Loaded Rates of Pay

## **2. Definitions**

- 2.1 *'Act'* means the **Workplace Relations Act 1996 (C'th)** as amended.
- 2.2 *'Agreement'* means this agreement, being the **GWS Personnel Mining Employee Collective Agreement 2008**.
- 2.3 *'Assignment/s'* means the project or the services to be performed for a Client of the Employer as identified in a terms and conditions of assignment and SAC.
- 2.4 *'Award'* means the **Metalliferous Mining Industry (State) Award 1995**.
- 2.5 *'Client/s'* means a client of the Employer, as defined under this Agreement, with whom the Employer has an agreement to provide on-hire staff and to whom the Employee may be contracted to work from time to time.
- 2.6 *'Employer'* means **GWS Personnel Pty Ltd**.
- 2.7 *'Employee/s'* means Employee/s of the Employer covered by this Agreement.
- 2.8 *'Parties'* means the Employer and Employee/s.
- 2.9 *'Protected Allowable Award Matters'* are as defined in Section 354 of the Act, and include provisions of the Award dealing with rest breaks, incentive based payments and bonuses, annual leave loading, State and Territory specific public holidays, allowances, loadings for overtime and shift work, penalty rates, outworker conditions and any other matter specified in the Regulations.
- 2.10 *'Regulations'* means the **Workplace Relations Regulations 2006 (C'th)**, as amended.
- 2.11 *'SAC'* means Summary of Assignment Conditions.

## **3. Duration & Scope of the Agreement**

- 3.1 This Agreement shall have a nominal term of 5 years from the date on which the Agreement is lodged with the Workplace Authority.
- 3.2 All Protected Allowable Award Matters as defined are expressly excluded from operation by this Agreement.
- 3.3 This Agreement provides for minimum legal entitlements only and shall not restrict the Employer and Employees from agreeing to higher rates of pay, or additional benefits.

## **4. Employment Status & Engagement**

- 4.1 The Employee is employed as an on-hired Employee, as follows:
- 4.1.1 The Employee is employed on a casual basis.
- 4.1.2 This Agreement governs the minimum terms and conditions of employment for every Assignment performed by the Employee for the Employer.

- 4.1.3 The Employer may direct where and how the Employee shall perform work on any particular Assignment.
  - 4.1.4 The Employer may change or terminate Assignments of the Employee without reason and the Employee has no right to ongoing employment on any particular Assignment.
  - 4.1.5 There is no obligation upon the Employer to offer future or ongoing Assignments to the Employee.
  - 4.1.6 There is no obligation upon the Employer to offer the same or similar terms and conditions of assignment when commencing a new Assignment, or a new Assignment position within an existing Assignment.
  - 4.1.7 The Employer retains ultimate control of the Employee in relation to the performance of work on Assignment or otherwise.
  - 4.1.8 The Employee shall receive and comply with day-to-day instructions issued by authorised representatives of Clients so as to facilitate the performance of the contract for services between the Employer and Clients.
  - 4.1.9 The employment relationship is and remains between the Employer and Employee and no employment relationship exists or shall be created between the Employee and any Client to whom the Employee may be assigned to perform work.
- 4.2 This Agreement may be read in conjunction with any terms and conditions of assignment signed by the Employee in addition to this Agreement.
  - 4.3 A SAC may be provided to the Employee in writing or verbally and may be varied from one Assignment or Assignment position to another at the discretion of the Employer.
  - 4.4 The hourly rate of pay includes the default casual loading as prescribed by the Australian Fair Pay and Conditions Standard. The casual loading incorporates payment for annual leave, sick/carer's leave and compassionate leave.
  - 4.5 Employees must read and comply with all written Employer policies and procedures, as notified and amended from time to time.
  - 4.6 Employees must complete timesheets in accordance with the directions of the Employer. All timesheets must be authorised by the Client, for each pay period, prior to submitting them to the Employer. Completed and authorised timesheets must be submitted to the Employer for each pay period by facsimile or email within the specified timeframe as outlined in the SAC.

## **5. Labour Flexibility**

- 5.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for Employees, multi-skilling may extend by agreement between the Parties to allow the Employee to perform any work in an Assignment within the scope of their skills and competence.

- 5.2 An Employee may be directed to carry out such duties and use such tools as may be required which are within the limits of the Employee's skill, competence and training including, but not limited by, duties which are incidental and peripheral to the Employee's main task or function.
- 5.3 Discussion shall take place at the enterprise with a view to reaching agreement for Employees to perform a wider range of tasks, removal of demarcation barriers and participation of Employees in additional training.
- 5.4 For the purposes of increasing productivity and flexibility, as well as enhancing career opportunities for Employees, it is agreed that Employees may perform a wider range of duties including work which is incidental or peripheral to their main task or function.
- 5.5 Training opportunities for Employees will be provided by the Employer or the Client to ensure Employees have appropriate skills to carry out tasks allocated and that tasks are carried out safely.
- 5.6 Employees shall perform such work as is reasonable and lawfully required of them by the Employer including accepting instruction from authorised personnel.

## **6. Probation & Termination**

- 6.1 Nothing in this Agreement shall affect the right of the Employer to dismiss an Employee without notice where the Employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes:
  - 6.1.1 Wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of employment, including:
    - i. theft;
    - ii. fraud (including falsifying timesheets);
    - iii. assault;
    - iv. attendance at the workplace under the affects of prohibited drugs or alcohol ;
    - v. the Employee refusing to carry out the Employer's lawful and reasonable instruction; or
    - vi. the Employee not complying with the policies and procedures of the Employer; or
  - 6.1.2 Conduct that causes imminent, and serious, risk to:
    - i. the health, or safety, of a person; or
    - ii. the reputation, viability or profitability of the Employer's business.
- 6.2 Employees absent from work for a period of three consecutive rostered shifts without the consent of the Employer and without notification to the Employer shall be deemed to have terminated their employment by abandonment.
- 6.3 Upon termination of employment, the Employee shall immediately return all documents, publications, manuals, corporate uniforms and other property, which are in the Employee's possession as a consequence of that employment.

## 7. Classifications & Duties

7.1 The classification structure is intended to support Employee development and acknowledge the Employees' contribution at the establishment. Employees are classified into ten (10) levels and are paid the appropriate ordinary hourly rate as specified in Schedule A that reflects their classification and level.

7.2 Each Employee is classified as assessed by the Employer as follows:

7.2.1 **Surface Mine Technician** refers to all Employees working above ground on any mine site performing operational, project, maintenance and/or construction duties.

7.2.2 **Underground Mine Technician** refers to all Employees working in any underground area of any mine site performing operational, project, maintenance and/or construction duties.

7.2.3 **Surface Plant and Haulage** refers to all Employees working above ground on any mine site performing duties associated with the mining, extraction, construction and/or haulage of material.

7.3 Employees will be graded into one of the following ten (10) levels:

7.3.1 **Level 1** - New Employees completing their induction and training period and in the earlier stages of capability in a work area. Generally, an Employee will not progress to a higher level until they have completed 1000 hours of work in the relevant work area.

7.3.2 **Level 2** – Employees who consistently demonstrate capability in one core function. Generally, an Employee will not progress to a higher level until they have completed 1000 hours of work in the relevant work area at Level 2.

7.3.3 **Level 3** - Employees who consistently demonstrate capability in two core functions. Generally, an Employee will not progress to a higher level until they have completed 1000 hours of work in the relevant work area at Level 3.

7.3.4 **Level 4** - Employees who consistently demonstrate capability in three or more core functions. Generally, an Employee will not progress to a higher level until they have completed 1000 hours of work in the relevant work area at Level 4.

7.3.5 **Level 5** - Employees who consistently demonstrate a high level of proficiency in three or more core functions in the relevant work area. Generally, an Employee will not progress to a higher level until they have completed 1000 hours of work in the relevant work area at Level 5.

7.3.6 **Level 6** – Employees who consistently demonstrate a high level of proficiency in four or more core functions in the relevant work area. Generally, an Employee will not progress to a higher level until they have completed 1000 hours of work in the relevant work area at level 6.

7.3.7 **Level 7** - Employees who consistently demonstrate an exceptional level of proficiency in four or more core functions in the relevant work area.

- 7.3.8 **Level 8** - Employees who consistently demonstrate a high level of proficiency in all areas of operation with particularly high standards of performance in the areas of safety and production. Employees at this level may also be required to act in a supervisory capacity.
- 7.3.9 **Level 9** - Employees who consistently demonstrate a high level of proficiency in all areas of operation with particularly high standards of performance in the areas of safety and production. Employees at this level must also demonstrate high level supervisory skills. Generally, an Employee will not progress to Level 10 until they have undergone an individual review with the Employer to assess their capability in performing higher level competencies.
- 7.3.10 **Level 10** - Employees who consistently demonstrate a high level of proficiency in all areas of operation with particularly high standards of performance in the areas of safety and production. Employees at this level must also demonstrate high level supervisory skills.
- 7.4 Upon commencement of employment, Employees possessing prior relevant experience may be classified at a level higher than that of Level 1, subject to receiving evidence and acknowledgement of that prior experience.
- 7.5 Employees employed in the areas of supply, stores or warehousing will be classified as a Surface Mine Technician and graded at Level 3 or above.
- 7.6 Employees possessing trade qualifications that are required and being used to perform their duties will be graded at Level 5 or above as appropriate, for the duration of the trades based duties being performed.
- 7.7 Employees operating plant on construction activities will be graded at Level 4 or above as appropriate, for the hours worked on those duties.
- 7.8 Employees may be required to perform a wide range of duties. These include, but are not to be limited to, the following:
- General labouring and manual handling;
  - Fixed machine and plant operating;
  - Computer based consol operation;
  - Stores;
  - Maintenance;
  - Laboratory and analytical work;
  - Mobile equipment operating;
  - Drill & blast crew;
  - Sampling.

Work may rotate between these and other duties as required.

## **8. Hours of Work**

- 8.1 Ordinary hours of work for Employees will not exceed 38 hours per week on average over 52 weeks.
- 8.2 All time worked outside ordinary hours as defined in clause 8.1 shall be additional hours. The Employer may require an Employee to work reasonable additional

hours. The Employee may refuse to work additional hours where this would result in the Employee working hours which are unreasonable, having regard to:

- 8.2.1 Any risk to the Employee's health and safety;
- 8.2.2 The Employee's personal circumstances, including any family responsibilities;
- 8.2.3 The needs of the workplace or enterprise; or
- 8.2.4 The notice (if any) given by the Employer of the additional hours and by the Employee of his or her intention to refuse it.

## **9. Remuneration**

- 9.1 The minimum rates of pay for each hour worked are set out in Schedules A and B of this Agreement. Employees will be engaged on either a 'Base Rate' or 'Loaded Rate' system that will be decided by the Employer based on the contractual requirements of the Client.
- 9.2 Employees who are paid the 'Base Rate' set out in Schedule A will also be entitled to the following additional entitlements, where applicable:
  - 9.2.1 Penalties for working additional hours, as defined in clause 8.2, as follows: Time and a half the 'Base Rate' for the first two hours and double time thereafter for each subsequent hour worked. All additional hours worked on Saturday after 12pm are paid at double time the 'Base Rate'.
  - 9.2.2 Payment at double time the 'Base Rate' for all hours worked on a Sunday.
  - 9.2.3 Payment at double time and a half the 'Base Rate' for all hours worked on a Public Holiday, as defined in clause 11.
  - 9.2.4 An additional loading of 15% the 'Base Rate' for all hours worked on afternoon or night shift.
  - 9.2.5 An additional loading of 30% where all hours worked by an Employee are on night shift and do not rotate with any day or afternoon shifts.
  - 9.2.6 Employees required to work in excess of 1.5 half hours past their normal ceasing time, will be allowed a 20 minute paid meal break.
  - 9.2.7 For the avoidance of doubt, the provisions specified in clauses 9.2.5 and 9.2.6 do not apply where the Employee is being paid additional hour penalties in accordance with clause 9.2.1.
- 9.3 The 'Loaded Rate' includes provision for meal allowance, shift allowance and penalties for working additional hours and hours worked/likely to be worked on Sundays and Public Holidays. As such, Employees paid the 'Loaded Rate' set out in Schedule B will be paid such rate for all hours worked.
- 9.4 Employees will be notified, upon commencement of each new Assignment, whether they will be paid a 'Base Rate' or 'Loaded Rate' for the duration of the Assignment.
- 9.5 Wages shall be paid fortnightly by electronic funds transfer to a bank or building society nominated by the Employee, upon receipt of completed timesheets for the preceding fortnight. The Employer will withhold payment of an Employee's wages

in respect of a period of work until the Employer receives a completed and authorised timesheet in respect of that period of work.

## **10. Wage Increases**

- 10.1 The 'Base Rate' of pay set out in Schedule A of this Agreement will be adjusted in line with changes to the Australian Fair Pay and Conditions Standard as made from time to time.
- 10.2 The 'Loaded Rate' of pay set out in Schedule A of this Agreement will increase in line with CPI changes after each 12 month anniversary of the Agreement.

## **11. Public Holidays**

- 11.1 The following days are public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other government gazetted public holidays in the relevant state or territory in which the work is being performed.
- 11.2 The Employer may request the Employee to work on a particular public holiday. The Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so, in accordance with the provisions of Part 12, Division 2, of the Act.

## **12. Superannuation**

- 12.1 The Employer shall contribute, on behalf of the Employee, superannuation to a fund that will be nominated by the Employer, in accordance with the requirements of the relevant, prevailing superannuation legislation.

## **13. Unpaid Carer's Leave**

- 13.1 Employees are entitled to a period of up to 2 days unpaid carer's leave for each permissible occasion. A permissible occasion occurs when a member of the Employee's immediate family, as defined in clause 13.3, or household requires care or support because of a personal illness or injury or an unexpected emergency.
- 13.2 The Employee is expected to comply with the following requirements when taking unpaid carer's leave:
  - 13.2.1 The Employee shall, where practicable, advise the Employer of his/her inability to attend for work at least 3 hours prior to the commencement of their shift and as far as possible the reason for and estimated period of the absence.
  - 13.2.2 The Employee shall produce a medical certificate or other satisfactory evidence to prove the Employee's inability to attend for duty on the days in respect of which carer's leave is claimed.
- 13.3 An immediate family member is either a spouse, child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse of the Employee.

#### **14. Parental Leave**

- 14.1 Parental leave entitlements are in accordance with the Act and apply to eligible casual Employees as defined in clause 14.2.
- 14.2 An eligible casual Employee is an Employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who, but for the pregnancy or the decision to adopt, would have a reasonable expectation of continuing engagement on a regular and systematic basis.
- 14.3 For the avoidance of doubt, parental leave includes maternity leave, paternity leave and adoption leave.

#### **15. Long Service Leave**

- 15.1 Long service leave entitlements shall be in accordance with the *Long Service Leave Act 1955*, as amended from time to time.

#### **16. Stand Down**

- 16.1 The Employer may stand down an Employee without pay where the Employee cannot be usefully employed due to a strike, or breakdown of machinery, or stoppage of work for any cause where the Employer or the Client cannot reasonably be held responsible.
- 16.2 For the avoidance of doubt, an Employee's continuity of service is not broken during a period of stand down.

#### **17. Fitness for Work**

- 17.1 Employees will be expected to attend for work in a fit and healthy condition each day so that they can safely perform their work. Accordingly, it is prohibited for Employees to attend for work under the influence of any drug or intoxicant. The possession of drugs other than those medically prescribed is prohibited.
- 17.2 To ensure the Employer's duty of care, all Employees are required to undertake a pre-employment medical which may include drug and alcohol testing.
- 17.3 Employees will be required to participate in drug, alcohol and fatigue testing at the request of the Employer and/or the Client.

#### **18. Meal Breaks**

- 18.1 Employees who work a shift of more than 5 hours duration are entitled to an unpaid meal break in accordance with the provisions of this Agreement. The Employee will be provided with a 30 minute meal break after they have worked five consecutive hours and before the end of their shift. The meal break is to be taken at a time agreed between the Parties, taking into account the operational requirements of the Client.

- 18.2 The Employer shall grant Underground Employees either a rest pause of ten minutes duration in the first and second half of the Employee's shift or one rest pause of 20 minutes duration in each day's work. The rest pause(s) is to be taken at a time agreed between the Parties, taking into account the operational requirements of the Client.

**19. Uniforms**

- 19.1 Where the Client requires or encourages Employees to wear a uniform, or where the nature of the work performed by the Employee requires the provision of protective clothing, the same shall be supplied by the Employer, free of charge, to the Employee.
- 19.2 Such uniform or other clothing shall remain the property of the Employer and must be returned to the Employer upon completion or termination of an Assignment.

**20. Dispute Resolution Procedure**

- 20.1 All disputes or grievances arising between the Parties shall as far as practical be resolved at the workplace level through consultation. Accordingly the following procedure must be followed:
- 20.1.1 Initially the Employee shall discuss any grievance, dispute or claim with their immediate supervisor;
- 20.1.2 If the matter is not resolved at such a meeting, the Parties may hold further discussions with appropriate senior levels of management;
- 20.1.3 If the matter cannot be resolved at the workplace level, the Parties agree to refer the matter to Enterprise Initiatives Pty Ltd who will engage a third party mediator to mediate the dispute. Any such mediator will conduct the mediation in accordance with the provisions of Part 13, Division 6 of the Act.
- 20.2 To the extent that the dispute concerns Employee entitlements or Employer obligations under the Agreement the Employer will ask for the Employee's agreement to seek advice from EI Legal Pty Ltd.
- 20.3 This dispute resolution procedure does not apply to Employees where the Employer has given notice and reasons for termination according to clause 6 of the Agreement.
- 20.4 Where the Parties agree to pursue mediation the Parties:-
- 20.4.1 Will participate in the mediation process in good faith;
- 20.4.2 Acknowledge the right of other to appoint in writing, another person to act on their behalf in relation to the mediation process;
- 20.4.3 Agree not to commence any action against the other; and
- 20.4.4 Agree that during the time when the Parties attempt to resolve the matter:

- i) the Parties continue to work in accordance with the contract of employment unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
- ii) subject to relevant provisions of any state or territory occupational safety law, even if the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by his or her Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
- iii) the Parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

**21. Savings Clause**

- 21.1 This Agreement will not reduce the aggregate earnings per hour or week as the case may be of existing Employees assuming similar rosters and hours are agreed and worked by the Employee to those for the period 1 month prior to the operation of this Agreement.

**22. No Extra Claims**

- 22.1 The Parties agree that there shall be no extra claims pursued, within this Agreement or outside it, throughout the currency of this Agreement.

## **SCHEDULE A – BASE RATES OF PAY**

**\* NOTE: ALL RATES ARE CURRENT AT THE TIME OF PRINTING AND ARE SUBJECT TO ADJUSTMENT BY THE AUSTRALIAN FAIR PAY COMMISSION.**

	<i>Surface Mine Technician Casual Hourly Rate \$</i>	<i>Underground Mine Technician Casual Hourly Rate \$</i>	<i>Surface Plant and Haulage Casual Hourly Rate \$</i>
<b>Level 1</b>	16.80	17.19	16.80
<b>Level 2</b>	17.19	17.97	17.58
<b>Level 3</b>	17.97	18.75	18.75
<b>Level 4</b>	18.67	19.92	19.53
<b>Level 5</b>	19.92	21.09	21.09
<b>Level 6</b>	21.09	23.44	23.44
<b>Level 7</b>	23.20	25.78	25.78
<b>Level 8</b>	25.78	27.34	27.34
<b>Level 9</b>	27.34	31.25	30.47
<b>Level 10</b>	31.25	35.16	34.38

## **SCHEDULE B – LOADED RATES OF PAY**

**\* NOTE: ALL RATES ARE CURRENT AT THE TIME OF PRINTING AND ARE SUBJECT TO ADJUSTMENT BY THE AUSTRALIAN FAIR PAY COMMISSION.**

	<i>Surface Mine Technician Casual Hourly Rate \$</i>	<i>Underground Mine Technician Casual Hourly Rate \$</i>	<i>Surface Plant and Haulage Casual Hourly Rate \$</i>
<b>Level 1</b>	21.50	22.00	21.50
<b>Level 2</b>	22.00	23.00	22.50
<b>Level 3</b>	23.00	24.00	24.00
<b>Level 4</b>	23.90	25.50	25.00
<b>Level 5</b>	25.50	27.00	27.00
<b>Level 6</b>	27.00	30.00	30.00
<b>Level 7</b>	29.70	33.00	33.00
<b>Level 8</b>	33.00	35.00	35.00
<b>Level 9</b>	35.00	40.00	39.00
<b>Level 10</b>	40.00	45.00	44.00