



# **READY WORKFORCE WORKPLACE AGREEMENT**

**2007**

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## **1 TITLE**

This Agreement shall be known as the Ready Workforce Workplace Agreement 2007 (“Agreement”).

## **2 PURPOSE**

The purpose of this Agreement is to ensure that Ready Workforce is able to engage employees under terms and conditions that allow for the full flexibilities of casual employment and fixed term labour at their client’s operations.

## **3 PARTIES**

The parties to this Agreement are:

Ready Workforce Pty Limited (the Company),

The Construction, Forestry, Mining and Energy Union of Australia (Mining and Energy Division)  
(the CFMEU).

## **4 APPLICATION**

The Agreement applies to the Company, the CFMEU, and employees of the Company, employed in the classifications contained in, and for work covered by, the Coal Mining Industry (Production and Engineering) Award 1997 (the Award) in respect of work that is normally carried out by employees of the client coal mining companies.

## **5 COMMENCEMENT AND DURATION OF THE AGREEMENT**

This Agreement shall come into operation from the date of lodgment and shall continue in force for a period of 3 years.

## **6 RELATIONSHIP TO AWARDS AND AGREEMENTS**

This Agreement will form the complete agreement covering all terms and conditions of employment that apply to the employees who are bound by this Agreement. It overrides and replaces in its entirety the Coal Mining Industry (Production & Engineering) Consolidated Award 1997, and all other awards, agreements, orders and decisions that have or may have otherwise applied.

Without limiting the generality of the above, this Agreement expressly excludes all protected award conditions (as defined in s.354 of the Act as amended from time to time), including terms in the Award and any other award that are about rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays and their substitution, allowances, disability payments, loadings for overtime and shift work and penalty rates. The complete terms and conditions that apply to these areas are, where applicable, contained in this Agreement.

## **7 CONTRACT OF EMPLOYMENT**

### **7.1 ROLE**

Employees shall be employed as Production Mineworkers or Trade Mineworkers on a fixed term or casual basis.

A 'casual employee' is a person engaged as a casual employee as described in their letter of offer of employment and may work less than 35 hours per week. A casual employee will receive the hourly rates outlined in clause 10.1 ORDINARY HOURLY RATE and the loadings outlined in clause 10.2 CASUAL LOADING, in lieu of any form of paid leave and public holidays.

A 'Fixed Term employee' is a person who is employed for a fixed period of time as described in a letter of offer of employment. A fixed term engagement may be defined by a time period or by a specific project and is based on an average minimum of 35 hrs per week. An employee engaged as a fixed term employee is entitled to accrue leave outlined in this Agreement on a pro rata basis.

### **7.2 DUTIES**

Employees may be required to carry out any work in any area of an operation that is within their competence, subject to safety and statutory requirements. They may also be required to acquire new skills and undertake training as required to meet the needs of the client or the Company, and to train others as directed, if accredited where required.

### **7.3 NON ATTENDANCE, REFUSAL OF DUTY AND STAND DOWN**

Employees who do not attend for work, or who do not perform the work the Company reasonably directs them to do, will not be paid for the time that they did not attend or did not perform that work. Further, they may be subject to disciplinary action.

The Company shall have the right to refuse payment to any employee for any day or part day during which an employee is stood down as a result of refusal of duty, neglect of duty or misconduct of the employee, or the employee cannot be usefully employed in the employee's usual classification because of a strike, or a breakdown of machinery which has lasted for longer than 4 days.

The above shall not restrict the termination of casuals as specified in clause 7.4 TERMINATION OF EMPLOYMENT

### **7.4 TERMINATION OF EMPLOYMENT**

The employment of a Casual employee may be terminated by either the employee or the Company without the requirement for notice.

Fixed term employees may terminate their employment under this Agreement by giving the Company at least one week's notice in writing or by forfeiture of one week's pay.

The Company may terminate a fixed term employee's employment at the end of the nominated period or project without the need for further notice. At other times the employment may only be terminated by giving 1 week's notice or such longer time period as may be required by the Workplace Relations Act (1996) at the time of lodgment or payment in lieu of notice.

Notwithstanding the above, in the event of serious misconduct, employment may be terminated without notice.

## **8 EMPLOYMENT LEVELS AND PROGRESSION**

Employees shall be employed as Production Mineworkers or Trade Mineworkers and assigned to one of four levels:

Mineworker Level 1 – Induction/Training (3 Months)

Mineworker Level 2 - Production or Trade Mineworker

Mineworker Level 3 - Appointed to a Crew Co-ordinator or Advanced Tradesperson

Mineworker Level 4 – Appointed as a Deputy or Open Cut Examiner

## **9 TRAINEESHIPS**

Where the Company employs Trainee Production Mineworkers, the following rates of pay will apply:

<b>Trainee</b>	<b>First 3 months (Probationary Period)</b>	<b>From 3 Months to 12 Months</b>	<b>From 12 Months until Completion of Training Package/Program</b>
Under 21 Years	65% of Mineworker Level 1	70% of Mineworker Level 1	90% of Mineworker Level 1

## **10 REMUNERATION**

### **10.1 ORDINARY HOURLY RATE**

Remuneration is based on 35 ordinary hours per week. The ordinary hourly rates shall be not less than 1/35th of the ordinary weekly rates and are contained in the following table:

<b>Classification</b>	<b>On Certification</b>		<b>1 yr after Certification</b>		<b>2 yrs after Certification</b>	
Mineworker Level 1	\$623	\$17.80	\$642	\$18.34	\$661	\$18.89
Mineworker Level 2	\$677	\$19.34	\$697	\$19.91	\$718	\$20.51
Mineworker Level 3	\$719	\$20.54	\$740	\$21.14	\$762	\$21.78
Mineworker Level 4	\$800	\$22.86	\$824	\$23.54	\$824	\$23.54

The above rates are minimum rates of pay and the pay rates of employee's employed at the time of certification of this Agreement will not be reduced as a result of this Agreement.

### **10.2 CASUAL LOADING**

Unless otherwise agreed between the Company and the employee, a casual employee is entitled to receive a casual loading of 25% in addition to the hourly rates contained in Clause 10.1, applied to the ordinary hourly rate described in Clause 10.1. for all ordinary hours worked. This loading is in recognition that there is no entitlement to paid public holidays (unless worked) or any form of paid leave.

Overtime hours will be paid in accordance with Clause 10.4, and will not attract the casual loading.

### **10.3 SUPERANNUATION**

The Company shall make contributions to each employee's superannuation fund in accordance with the Coal and Oil Shale Mine Workers' Superannuation Act 1989 as amended from time to time. This is an industry fund that contains a statutory and occupational component. Employee contributions under this Act are currently \$14.46 per week and may be deducted from the Employee's wage and paid on his or her behalf to

the Fund. The Company will make the required statutory contribution (currently \$43.37 per week) plus an occupational employer contribution (currently \$31.20 per week). For the purposes of these payments, a “week” shall mean the relevant 7 day period that relates to the individual employee’s roster.

Such contributions will be made to an approved fund in accordance with choice of superannuation fund legislation, or the National Superannuation Fund where an employee does not make a valid choice (default fund).

#### **10.4 OVERTIME**

For the purposes of the following penalty rates, a Monday to Friday employee may commence the week on Sunday night or finish on Saturday morning, ie. Maximum coverage of 5 x 24 hours.

a) Monday to Friday Employees

All time worked by Monday to Friday employees in excess of or outside ordinary hours shall be paid at the rate of:-

- time and one half for the first three hours Monday to Saturday and double time thereafter, and
- double time for all hours on a Sunday.

b) 6 Day or 7 Day Roster Employees

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

#### **10.5 AFTERNOON AND NIGHT SHIFT RATES**

For the purposes of this clause, the definitions of afternoon and nightshift and permanent nightshift will be those applying at the client’s operation. A Monday to Friday employee may commence the week on Sunday night or finish on Saturday morning ie. 5 x 24 hour.

a) Monday to Friday Employees

All ordinary hours worked on afternoon or night shift shall receive a shift allowance of 15% of the ordinary hourly rate (25% for permanent nightshift).

b) 6 Day or 7 Day Roster Employees

All ordinary hours worked on afternoon or night shift shall receive a shift allowance of 15% of the ordinary hourly rate (25% for permanent nightshift). All overtime hours are paid at the overtime rate plus 15% (25% for permanent nightshift) of the ordinary time rate for the overtime hours worked.

#### **10.6 SATURDAY, SUNDAY AND PUBLIC HOLIDAY WORK**

a) Saturday Work

Ordinary hours worked on a Saturday shall be paid at one and a half times the ordinary hourly rate for the first four hours and double time thereafter.

b) Sunday Work

Ordinary hours worked on Sunday will be paid at double the ordinary hourly rate.

c) **Public Holiday Work**

Casual employees working on public holidays, as recognised at the client's operation, will be paid at double the ordinary hourly rate for all ordinary hours of the shift and triple time for overtime hours on a public holiday.

Fixed term employees working on public holidays, as recognised at the client's operation shall receive triple time for all hours worked.

## **11 METHOD OF PAYMENT**

Employees will be paid on a weekly basis on receipt of the Company's time sheet correctly completed and with appropriate authorisation by an approved customer supervisor, or by some other reasonable method defined by the Company.

If an employee or the Company become aware of errors in payments, such errors will be notified to the other party as soon as is practicable. Such errors in payment shall be rectified as soon as possible.

The company may pay employees a flat hourly rate by applying the wage rates and penalties contained in Clause 9, to a complete roster cycle and dividing by the number of hours in that roster cycle.

## **12 EMPLOYEE DEDUCTIONS**

Non-statutory deductions from an employee's salary will be by agreement with the Company.

## **13 HOURS OF WORK**

### **13.1 ROSTERS**

Employees may be required to work rosters that cover 24 hrs per day, 7 days per week in shift lengths up to 12 hours plus hot seat change. The working hours of the rosters will be consistent with those worked in the coal mining industry.

From time to time, employees may be required to change between roster types and start and finish times and will be given as much notice as possible of any such change. If employees are required to permanently or regularly change the roster they work, this matter will be discussed with them.

Unless otherwise agreed between the employee and the Company, a dayshift employee required to transfer to another roster, will receive 7 days notice or payment at overtime rates for the balance of the 7 days.

### **13.2 MEAL BREAKS**

Employees will be entitled to receive the meal breaks that apply to the roster being worked at the client's operation. As a guide, employees will receive a 30 minute paid meal break for shift lengths up to 10½ hrs and 2 x 30 minutes paid meal breaks for shift lengths over 10½ hours.

### **13.3 REST PERIOD BETWEEN SHIFTS**

Unless extraordinary circumstances exist, as determined by the Mine Manager, employees will have a break of at least ten consecutive hours between ceasing work on one rostered shift and the start of their next rostered shift. The rest period is inclusive of travel time.

## **14 WORK CLOTHING**

Employees, who have been employed by the Company for a period of 3 months, or for a number of periods which add up to 3 months are entitled to receive 2 sets of outer industrial clothing. Such clothing will be reissued for each subsequent period of work, or periods of work which add up to 12 months. 1 winter jacket will also be provided prior to the first winter worked, and will be replaced after 2 years of work. Where clothing is issued prior to 3 months and the employee terminates during this 3 month period, the Company may recover the cost of the clothing from outstanding payments owing to the employee.

## **15 Leave**

Fixed term employees are entitled to leave in accordance with the following provisions:

### **15.1 Annual Leave**

Fixed term employees are entitled to five weeks (175 ordinary hours) leave per annum. If an employee works a 7-day roster they will be entitled to one extra week, making their entitlement six weeks (210 ordinary hours) leave per annum.

For each day of annual leave taken, an employee's leave balance will reduce by the number of ordinary hours contained in the shift length for their roster, eg. 10 ordinary hours for the 7 Day 12 hour shift roster, 7 ordinary hours for the Mon to Fri 8.5 hour roster.

Unless otherwise agreed, employees are required to give four weeks' notice of their intention to take leave. An employee requires the approval of the Company before commencing on leave.

The Company may direct that an employee take annual leave and will provide as much notice as practicable.

Payment for annual leave taken during employment will include rostered overtime for all employees, and for 7 day roster workers will also include projected shift and week- end penalties.

An employee shall be paid any accrued but untaken annual leave entitlements upon termination of employment. This will be paid at the ordinary hourly rate.

Annual Leave will be exclusive of any public holiday falling during the period of leave.

### **15.2 Sick Leave**

Fixed term employees will accrue 105 ordinary hours (120 ordinary hours for 12 hour shift rosters) sick leave per year without limitation.

Employees are entitled to take sick leave in the event of genuine illness or injury and may be required to prove to the satisfaction of the Company that such absence was on account of genuine illness or injury. Employees are required to notify their Supervisor at least one hour prior to commencement of their shift start time on any occasion on which they are absent. All sick leave with a duration of 2 days or greater, or sick leave either side of a public holiday or annual leave, will require a medical certificate. An employee's Supervisor may also exercise their discretion as to whether the employee is required to provide a medical certificate for periods of sick leave less than 2 days.

The number of ordinary hours absent will be deducted from the employee's accrued sick leave entitlements eg. 10 ordinary hours for the 7 Day 12 hour shift roster, 7 ordinary hours for the Mon to Fri 8.5 hour roster.

Payment for approved leave will be at the employee's ordinary hourly rate.



### **15.3 Long Service Leave**

Fixed term employees only, shall be entitled to accrue and take Long Service Leave in accordance with the coal mining industry Long Service Leave legislation. Long Service Leave will accrue at the rate of 13 weeks for each 8 years of continuous service as recognised by the Long Service Leave fund.

## **16 PUBLIC HOLIDAYS**

The Company observes Queensland gazetted public holidays or other days off in lieu of public holidays as may be agreed. Each public holiday commences at the start of the first shift that would have otherwise been worked on that day and continues for a period of 24 hours.

Fixed term employees not required to work on public holidays shall be paid at their ordinary hourly rate for the ordinary hours of the shift.

Fixed term employees, who's roster includes work on public holidays shall be paid their ordinary hourly rate for the ordinary hours of the shift for each public holiday that falls on an employees rostered day off.

## **17 CONFIDENTIALITY**

Employees agree to treat as confidential all information relating to the Company or its related Companies or relating to any client or supplier of the Company that is not generally available to the public. Employees agree not to disclose such information except in the proper performance of their duties. This duty of confidentiality will continue after termination of employment with the Company.

Nothing in this clause will require employees to keep confidential, information which is in the public domain or to the extent that they are required by law to disclose it.

## **18 LICENCES**

Employees may be required to hold licences and certificates that are relevant to their work.

## **19 ANTI DISCRIMINATION**

The parties will respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin, or membership or non membership of any union or industrial organisation.

## **20 DISPUTE RESOLUTION PROCEDURES**

It is a term of this agreement there will not be any stoppage of work caused by either the Company or employee, and work will continue in accordance with the reasonable directions of the Company or the client's authorised management representative. Where a grievance or disagreement arises it will be processed in accordance with Clause 20.1.

### **20.1 GRIEVANCE PROCEDURE**

When a grievance arises, the matter will in the first instance be discussed between the employee and their Company contact for the contract. If the matter remains unresolved:

It will be referred for discussion between the employee, their workplace representative and their Company contact. If the matter remains unresolved:

It will be referred for discussion between the employee, their State Union representative and the nominated Company official. If the matter remains unresolved:

It may be referred by either party to the Australian Industrial Relations Commission.

By agreement between the parties, any or all of the above steps in this sub clause may be bypassed in the interest of speedy resolution of the grievance.