

STANMORE SOUTH WALKER CREEK MINE ENTERPRISE AGREEMENT 2024



Dear Valued Colleagues

As an integral part of our team, you make an important contribution towards our Company and share in the great vision for South Walker Creek Mine.

The Stanmore South Walker Creek Mine Enterprise Agreement 2024 provides a framework which encourages and rewards you for your commitment and supports you to achieve your goals, both personally and professionally.

This Agreement enables us to be flexible, to adapt and to rise to the challenges we will face, today and into the future.

I encourage you to read the Agreement carefully to understand the benefits and rewards that are available to you.

Every day, I see your commitment and how you live the values which makes Stanmore and South Walker Creek a great place to work. These values underpin our ability to operate effectively in an increasingly challenging and complex world.

I am incredibly proud of the work you do, and the impact this has on our operations and our shareholders.

I look forward to working with you and seeing what we can achieve together over the life of this Agreement.

Yours sincerely,

Jason Greig

GM South Walker Creek

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1. Title

- 1.1. This Agreement will be known as the Stanmore South Walker Creek Mine Enterprise Agreement 2024 (“Agreement”).

2. Persons Bound by the Agreement

- 2.1 It is the intention of the parties that this Agreement will cover and apply to:
- (a) Dampier Coal (Queensland) Pty Ltd (“the Company”);
 - (b) the Mining and Energy Union;
 - (c) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
 - (d) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; and
 - (e) all employees of the Company who are engaged to work at South Walker Creek Mine and for whom classifications and rates of pay are prescribed by this Agreement.

3. Operation of Agreement

- 3.1. The Agreement shall operate on the seventh day after the date of approval by Fair Work Commission and shall remain in force for three (3) years from the date of Fair Work Commission approval.
- 3.2. This Agreement is stand-alone and insular in nature and has been developed by the parties to reflect and accommodate the specific circumstances of the Mine. Whilst this Agreement operates, it will, to the extent allowed under the *Fair Work Act 2009* (Cth), apply to the exclusion of all other industrial instruments.
- 3.3. Without limiting clause 3.2, this Agreement operates to include compensation for, and expressly exclude, all conditions under any applicable Modern Award.
- 3.4. The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (“NES”). Accordingly, to the extent that any term of this Agreement is detrimental when compared with the NES, the NES will apply.
- 3.5. This Agreement is a comprehensive and full settlement of all enterprise bargaining claims between the parties for the duration of the Agreement.
- 3.6. Prior to the nominal expiry date of this Agreement, the Union and employees will not press any further or additional claims of any kind in relation to wages or conditions of employment, and the Company will not press any claims for

reductions in relation to wages or conditions of employment in this Agreement.

4. Definitions

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

“BCMI Award” means the Black Coal Mining Industry Award 2020, as amended from time to time.

“Commencement date” means the date this Agreement is deemed to operate by the Fair Work Commission.

“Consultation” means providing relevant parties with a genuine opportunity to influence and inform the decision making process over a significant or important issue. Consultation is the reasonable sharing of information about a matter, giving relevant parties a reasonable opportunity to express their views. Consultation does not imply that agreement must be sought or reached.

“FWC” means Fair Work Commission.

“Immediate family” or “member of employee’s household” means:

- (a) a spouse or defacto partner, including a former spouse or a former defacto partner, of the employee;
- (b) a child, including an adopted child, step child, foster child or adult child of the employee;
- (c) a parent, grandparent, grandchild or sibling of the employee; or
- (d) a child, parent, grandparent, grandchild or sibling of the employee’s spouse or defacto partner.

“Mine” means the South Walker Creek Mine, near Nebo.

“SSE” means Site Senior Executive for the Mine or their nominated representative.

“Union” shall mean the Mining and Energy Union, and/or the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and/or the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

5. Employee Duties and Flexibility of Operations

5.1. The Company may direct an employee to carry out such duties as are within the limits of the employee’s skills, competence and training provided that the employee has been authorised (where necessary) by the SSE.

5.2. Where an employee does not perform the required work in accordance with this clause, the employee is not entitled to payment for that period.

- 5.3. An employee absent from work is not entitled to payment for a period of absence, unless the paid absence is agreed by the Company, or prescribed by the Act or the law.
- 5.4. The classification structure in this Agreement is a single stream structure, which does not contain any demarcations relating to the performance of work. Artificial barriers shall not apply to the use of employee skills and the training to obtain skills. All functions may be integrated to maximise effective teamwork and efficiency without interfering with safe work systems or legislative requirements. Mine site competencies shall be developed using the competency standards contained in the Coal Industry Training Package. All employees will undertake training as reasonably determined by the Company.
- 5.5. There will be no demarcation of work. Employees may be required to perform production and engineering tasks covered by this Agreement where they are skilled, competent and trained to do so and have been authorised by the SSE. Employees will train employees for that purpose, if required. No employee will be permanently required to perform production and engineering work unless agreed to by the parties.
- 5.6. The Company shall have free and unfettered access to contractors.

6. Employment Categories

- 6.1. Employment will be on a weekly basis as either a full-time, part-time, maximum term, temporary or casual employee.

Part-Time Employment

- 6.2. A part-time employee is an employee who receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 6.3. A part-time employee will be paid per hour 1/35th of the weekly rate prescribed by clause 12 for the classification, group or level on which the employee is engaged. All time worked in excess of the hours as mutually agreed will be overtime and paid for at the Overtime Hourly Rates prescribed in Appendix 2 of this Agreement.
- 6.4. Part-time employees are entitled to payments in respect of annual leave, personal/carer's leave, public holidays and long service leave based on the proportion of their average ordinary hours to 35. Payment for public holidays will only be made for the ordinary hours that would have been worked, but for the holiday.

Maximum Term Employment

- 6.5. A maximum term employee is an employee who is employed for up to a maximum term, either on a full-time or part-time basis.
- 6.6. Prior to their commencement, a maximum term employee will be advised in writing of the duration of their maximum term.

- 6.7. In the event of any additional work and/or proposed extension to the original maximum term, for which the employee was originally engaged, the Company and the employee will agree the additional duration in writing prior to the commencement.
- 6.8. Provided that the total duration of employment of any maximum term employee, including any such consecutive extensions, shall not exceed 12 months in duration.
- 6.9. Maximum term employees receive the equivalent pay and conditions to those of full-time or part-time employees (as the case may be) other than Redundancy (clause 8) and Severance Pay (Clause 9).

Temporary Employment

- 6.10. A temporary employee is an employee who is employed to replace an employee on leave, or in a supplementary capacity to meet production needs, either on a full-time or part-time basis.
- 6.11. Temporary employees receive the equivalent pay and conditions to those of full-time or part-time employees (as the case may be) other than Redundancy (clause 8) and Severance Pay (Clause 9).

Casual Employment

- 6.12. An employee may be engaged on a casual basis and paid accordingly.
- 6.13. A casual employee, for working ordinary time, will be paid the applicable Base Hourly Rate under this Agreement for the work which he or she performs, plus 25% casual loading with a minimum of four hours payment.
- 6.14. The 25% casual loading is in lieu of entitlements to paid annual leave, personal/carer's leave, compassionate leave, public holidays, redundancy and severance pay.

7. Stand Down of Employees

- 7.1. The Company has the right to stand down an employee for part or all of a day for:
 - (a) refusal of duty;
 - (b) neglect of duty;
 - (c) misconduct; or
 - (d) if the employee cannot be usefully employed in the employee's usual classification because of industrial action (including a strike).
- 7.2. The Company has the right to stand down an employee if the employee cannot be usefully employed in the employee's usual classification because of a breakdown of machinery that has lasted for more than four consecutive

working days. The day of the breakdown is counted as one of the four consecutive working days if it happens to be a working day. The Company will explore alternative duties for an employee to perform within the limits of that employee's skills, competence and training during the four day period.

- 7.3. An employee is not entitled to payment while stood down.

8. Redundancy

- 8.1. When the Company is considering redundancies at the Mine, the Company will determine the number of employees to be made redundant and the spread of skills required for the efficient and effective operation of the Mine. The Company will consult with the employees affected in accordance with Clause 40.
- 8.2. Where a surplus of permanent employees arises during the life of the Agreement that cannot reasonably be addressed through natural attrition, the surplus will firstly be addressed by voluntary redundancy at the rate specified in clause 9.1.
- 8.3. Where a surplus of employees still exists, that surplus will be addressed by the following steps:
- (a) By reducing the number of temporary contract labour in budgeted positions performing the same work as employees covered by the Agreement, where the work is not considered specialist work; then
 - (b) By redeployment to another task within the Mine, which is available and appropriate to the skills and competencies of the employees concerned, or through retraining can obtain the necessary skill/s within a reasonable timeframe; then
 - (c) By transfer to another Stanmore operation where an equivalent vacant role exists and is being actively recruited for, which the employee is capable of performing, or through retraining can obtain the necessary skill/s within a reasonable timeframe. This may also include the removal of Labour Hire and/or temporary contract labour in budgeted positions, where the work is not considered specialist work; then
 - (d) By further voluntary redundancy rounds at the rate specified in clause 9.1; then
 - (e) By forced redundancies at the rate specified in clause 9.1.
- 8.4. The selection method for forced redundancies will take into consideration the following:
- (a) necessary skills mix required by the business;
 - (b) individual skills and proficiency in them;
 - (c) employment record/service;

- (d) cases where unsatisfactory performance has been identified and is being managed; and
- (e) alignment with Company Values.

9. Severance Pay

9.1. Severance payment

Except where clause 9.3 applies, when terminations occur due to redundancy, the employees whose employment is terminated are entitled to a redundancy payment of:

- (a) Thirteen ordinary weeks' pay; plus
- (b) Two and a half ordinary weeks' pay for each completed year of continuous service for the first 26 years of service, plus three ordinary weeks' pay for each subsequent year of continuous service.

9.2. For the purposes of Clause 9.1, one ordinary weeks pay will be equal to \$1,848 gross.

9.3. The Company is not liable for the payment in clause 9.1 if the Company obtains, or causes to be made available for the employee, work:

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

9.4. Despite anything in this clause, the Company may make an application to FWC to be granted relief from the obligation to make a payment pursuant to clause 9.1. A dispute over what is just and expedient may be resolved through the dispute resolution procedure.

9.5. The payments under clause 9.1 are inclusive of any statutory entitlement an employee may have to severance or redundancy pay.

10. Termination of Employment

10.1. A permanent Employee whose employment is terminated at the initiative of the Company will be provided with notice, in writing, as follows:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

10.2. The period of notice prescribed in clause 10.1 will be increased by one week if the employee is over 45 years of age and has completed at least two years' continuous service with the Company at the end of the day the notice is given.

Continuous service has the same meaning as in section 117 of the Act.

10.3. The Company may make payment in lieu of notice if the employee is not required to work out the notice period. The Company may also make part payment in lieu of notice and require the employee to work out the remainder of the notice period.

10.4. Where terminations occur due to redundancy, the employee is, in addition to the redundancy payment in clause 9.1, entitled to a minimum of four weeks' notice of termination or payment in lieu of working. The period of notice is increased by one week if the employee is over 45 years of age and has completed at least two years' continuous service with the Company.

10.5. The notice of termination required to be given by an employee is the same as that required of the Company except that the employee does not have to give the additional notice based on the age of the employee.

10.6. If an employee who is at least 18 years old does not give the period of notice required under this clause, then the Company may deduct from wages due to the employee under this Agreement an amount that is equivalent for the period of notice not given, but not more than two weeks in total.

10.7. This clause does not affect the right of the Company 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.

11. Dispute Resolution Procedure

11.1. It is the intention of the parties that all issues arising out of the interpretation or application of this Agreement, in relation to the National Employment Standards or in relation to an employee's disciplinary outcome shall be dealt with at the local level to the maximum extent possible. Other issues, such as those arising in the course of employment, may be dealt with under this procedure by mutual agreement.

11.2. There will not be any stoppage of work either by the Company or employees

whilst the procedure is being followed.

- 11.3. When a matter arises, it shall in the first instance be discussed between the employee and the immediate supervisor involved.
- 11.4. If the matter remains unresolved, it shall be referred for discussion between a representative of the employee's choice and the relevant department manager (or their nominated representative).
- 11.5. If the matter remains unresolved, it shall be referred for discussion between a senior officer of the Company and a representative of the employee's choice.
- 11.6. Where matters relating to this agreement or the NES remain unresolved, the Company or employee or employee representative of their choosing, may refer the matter to FWC or, by agreement of both parties, an agreed private arbitrator or mediator to conciliate on the matter.
- 11.7. Where a matter relating to an employee's disciplinary outcome remains unresolved the matter may only be referred to FWC by agreement of the Company, the employee and the employee's representative (if the employee has appointed a representative).
- 11.8. By agreement, the Company, the employee and the employee's representative may bypass any of these steps in the interests of speedy resolution of the issue.
- 11.9. Provided that all the above steps have been exhausted, FWC may conciliate or arbitrate in relation to the matter.
- 11.10. During any conciliation or arbitration proceedings before FWC under this clause, either party may choose to be represented by a legal practitioner.
- 11.11. If FWC issues a decision in writing under this clause, the decision and reasons for the decision will be provided in writing to the parties.
- 11.12. Where FWC issues a decision in writing under this clause, it shall be binding on the parties and persons bound by this Agreement in accordance with its terms.

12. Earnings

- 12.1. The hourly ordinary time rates of pay for employees covered by this Agreement (at the date of commencement) are set out in Appendix 2. The rates in Appendix 2 will increase in accordance with clause 12.2.

SWC Wages Classification Table	
Category	Description
Level 1	An employee without a relevant trade and less than 3 years relevant mining experience (e.g. truck operator and other non-trade roles)
Level 2	An employee without a relevant trade and greater than 3 years relevant mining experience. An employee with a relevant trade and less than 3 years relevant mining experience.
Level 3	An employee with more than 3 years relevant mining experience who is also a: <ul style="list-style-type: none"> – Primary Dozer Push operator, or – Pump Operator, or – CHPP Operator; or – Dragline Operator (with less than 5 years' dragline experience); – Excavator Operator; or – An OCE; or – Any other person appointed by the Company as a Level 3 employee.
Level 4	An employee with a relevant trade and greater than 3 years relevant mining experience. A Dragline Operator with 5 or more years' dragline experience

12.2. During the life of this Agreement, the rates of pay will be increased as follows:

First full pay period commencing on or after:	%
Upon approval by Fair Work Commission	5.0%
1 st anniversary of approval	4.0%
2 nd anniversary of approval	4.0%

12.3. Employees who are appointed by the Company to be members of the mines rescue squad will be paid a flat rate of payment of \$2,750 per annum payable as a fortnightly payment.

12.4. Higher Duties Payment

An employee appointed to a role with higher responsibilities, such as a Leading Hand or acting Supervisor, will be paid the following additional fortnightly amounts for each shift worked in such a role. The appointment and continued appointment to these roles is at the discretion of the Company and will be by agreement with the employee.

The employee will only be entitled to receive this payment for a minimum of one complete shift worked in the role with higher responsibilities. Part shifts will not attract the Higher Duties Payment.

An employee who receives the higher duties allowance on a permanent and ongoing basis (i.e. appointed to Higher Duties on an annual basis) is

not entitled to receive the Trainer and Assessor Allowance.

Effective Date	\$ per fortnight (pro-rata or part thereof)
Upon approval by Fair Work Commission	\$400.00
1st anniversary after approval	\$416.00
2 nd anniversary after approval	\$432.64

12.5. **Trainer / Assessor Allowance**

Subject to the provisions below, a Trainer / Assessor will be paid a Trainer / Assessor all-purpose allowance on a fortnightly basis of \$1.50 per rostered hour worked.

An employee eligible to receive the Trainer / Assessor allowance is an employee that is nominated by the Company to conduct the duties and responsibilities of a Trainer / Assessor and makes themselves available to carry out those duties and responsibilities.

This payment applies from the first shift that the employee is nominated by the Company to perform the role and continues while the employee is available to perform the duties and responsibilities of a Trainer / Assessor.

The Company may remove an employee's nomination to the role of Trainer / Assessor (and stop paying the employee the Trainer / Assessor Allowance) at any time. The Company will not unreasonably withdraw an employee's appointment to the role of Trainer/ Assessor without genuine reason.

If an Employee is already receiving a higher duties allowance (as per Clause 12.4) on an ongoing basis (i.e appointed to Higher Duties on an annual basis), they will not receive the Trainer / Assessor allowance.

12.6. **Trades Allowance**

Employees who are deemed by the Company to hold a relevant trade qualification that is necessary for the performance of the employee's work at the Mine, will receive an all-purpose \$100 fortnightly trade allowance for the life of this Agreement. Relevant trade qualifications may include, but are not limited to, fitters, auto electricians, electricians and boilermakers, as determined by the Company from time to time.

13. **Training, Development and Performance**

13.1. The Company is committed to providing ongoing skills training to employees to meet the requirements of the South Walker Creek operation.

13.2. The Company will determine and publish the skills mix to be held by

employees appropriate to its business needs for each functional work area (e.g. drill & blast, pre-strip, etc) from time to time. The Company will discuss and explain the skills mix with the employees in each affected area on each publication of the skills mix.

- 13.3. The Company will undertake performance, training and development reviews with all permanent employees during the course of this Agreement. These reviews will assist in identifying the training opportunities for individuals.
- 13.4. The expected outcome of any training is aimed at maintaining and/or improving the required skills, efficiency, and flexibility of the individual and to continuously improve the productivity at the Mine.
- 13.5. Where an individual undertakes training at the request/initiative of the Company and such training is conducted outside normal shift patterns, payment will be provided at overtime rates for the course duration. Such training includes switchboard rescue, inductions, training that is required to be performed to satisfy statutory obligations and any other training determined by the SSE to be necessary.
- 13.6. Where an individual undertakes approved training at their own request/initiative and such training is conducted outside normal shift patterns, payment will be provided at ordinary time rates (Aggregate Hourly Rate) for the course duration. This category shall include First Aid training, where such training is not required by law.
- 13.7. If training is conducted on a rostered day of duty, there shall be no loss of ordinary time pay for that day even if the course is of a shorter duration and it is not reasonably practical to return to duty.
- 13.8. Employees may, in their own time (i.e. without payment), partake in applicable external training with the Company paying, subject to the prior written approval of the SSE, for all or part of the course costs on successful completion of the course.
- 13.9. Where agreement for training has been reached under this clause and provided that appropriate notice has been given, the employee must attend that training unless prevented by circumstances which would entitle them to take personal/carers or compassionate leave under this Agreement.

14. Accident Pay

- 14.1. An employee in receipt of weekly payments under the provisions of the *Workers Compensation and Rehabilitation Act 2003 (Qld)* ("WCR Act") will be entitled to receive accident pay from the Company, subject to the following conditions and limitations.
- 14.2. The Company shall pay, or cause to be paid, accident pay during the incapacity of the employee, within the meaning of the WCR Act, until such incapacity ceases or until the expiration of a period of 78 weeks from the date of injury, whichever event shall first occur, even if the Company terminates the employee's employment within the period.

- 14.3. In this clause, accident pay means:
- (a) 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 by virtue of the WCR Act and the weekly amount that would have been received by virtue of this Agreement had the employee been on paid sick leave at the date of the injury;
 - (b) for the further period of 39 weeks a weekly payment representing the difference between the weekly amount of compensation paid to the employee by virtue of the WCR Act and the rate prescribed from time to time for the classification of the incapacitated employee at the date of the injury including the site payment.
- 14.4. In respect of incapacity for part of a week, the amount payable to the employee as accident pay shall be a direct pro rata.
- 14.5. An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- 14.6. In the event that an employee receives a lump sum in redemption of weekly payments under the WCR Act, the liability of the Company to pay accident pay, as herein provided, shall cease from the date of such redemption.
- 14.7. Where the employee recovers damages from the Company or from a third party in respect of the said injury independently of the WCR Act, or under a common law claim such employee shall be liable to repay to the Company the amount of accident pay which the Company has paid under this clause and the employee shall not be entitled to any further accident pay thereafter.
- 14.8. The 78 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the 78 week limitation.

15. Hours of Work and Rosters

- 15.1. Employees will be paid an annualised salary for their roster worked, that takes into account all hours worked, including rostered overtime, hot seat change allowance, all penalties, annual leave loading, payments for rostered public holidays, breaks and other allowances and payments that would otherwise be payable under the BCMI Award.
- 15.2. An employee may agree to change their working pattern or place on a roster at 48 hours' notice without additional payment.
- 15.3. In the absence of agreement, employees may be required to change work patterns or their place on the roster on the provision of seven days' written notice.
- 15.4. In the absence of agreement and where less than seven days' written notice

is given, the employee will be paid at overtime rates for all work from the time the change was notified until the seven days' notice would have expired.

- 15.5. The range of work patterns available for introduction is not restricted by this Agreement.
- 15.6. The patterns may be varied, or new patterns or rosters introduced, following Consultation between the Company and directly affected employees and, if requested by the directly affected employees, their elected employee representative. Subject to clause 15.7, any such change will be implemented by provision of 28 days' written notice or less if agreed between the directly affected employees.
- 15.7. Prior to the introduction of a seven on/seven off roster, the Company will consult with the employees who would work that roster, and if requested, their elected employee representative. Where the majority of those employees agree (majority 50% + 1) to support the introduction of a seven on/seven off roster, the new roster will be implemented with no less than seven days' written notice.
- 15.8. Employees who vote, and are accepted by the Company, to implement a seven on/seven off roster will receive the rate of pay for working that roster as outlined in Appendix 2 of this Agreement.
- 15.9. Where the Company requires shifts to commence and finish on the production equipment, employees shall assemble at the relevant designated area/s prior to the commencement of each shift for transport by the Company to allocated areas of work. Time spent travelling to and from allocated work areas shall be in addition to the normal shift and shall be paid at overtime rates.
- 15.10. The designated start/finish areas shall be the administration area, main workshop, CHPP and the Northern Site Access Centre. Where the Company has made a decision to change a start/finish location, the Company will provide at least seven days' notice and will consult affected employees.

16. Overtime

- 16.1. Employees may be required to work a reasonable amount of overtime which is not restricted, but hours outside the roster shall be worked having due regard to fatigue issues addressed in the Mine's Fatigue Management Plan.
- 16.2. An employee will be paid overtime rates in accordance with Appendix 2 for all time worked outside or in excess of the rostered hours for that day or shift.
- 16.3. Rostered Days Off ("RDO")
 - (a) If an employee is entitled to a rostered day off then the employee must be advised by the Company:
 - i. at least four weeks before the day the employee is to take off; or

- ii. a lesser period of notice as agreed by the Company and the majority of employees in the Mine or sections affected.
- (b) An employee will only be required to work on a RDO after attempts by the Company to cover the casual vacancy by other means have failed or where there are planned training programs (e.g., ERT) agreed by the parties.
- (c) Where an employee is required to work on their RDO, payment for working on the RDO will be either:
 - i. Aggregate Hourly Rate; and
 - A. the employee will then take a day off in lieu at Aggregate Hourly Rate before the end of the employee's next roster cycle; and
 - B. this day in lieu will be selected by the employee provided that at least one week's notice is given to the Company; and
 - C. 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 all time worked on the RDO, without any day off in lieu.

17. Meal/Rest Breaks

- 17.1. An employee on a 12 hour shift will receive two meal/rest breaks per shift, without deduction of pay, each of 30 minutes duration. Meal/rest breaks are to be taken, wherever practicable, in a manner that does not interfere with the continuity of production.
- 17.2. An employee shall not be required to work for more than five hours without a meal/ rest break. Where practicable the time between the first and second meal/ rest break should be a minimum of three hours.

18. Superannuation

- 18.1. The Company will make superannuation contributions of an employee's ordinary time earnings, as defined by the Australian Taxation Office ("ATO"), to the employee's chosen superannuation fund, in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time.
- 18.2. Upon employment, the Company will advise employees they may nominate a fund into which all statutory superannuation contributions will be paid.

- 18.3. Should an employee fail to nominate a fund while it remains a legislative requirement:
- (a) The Company will contact the ATO to see if the employee has an existing fund. If the ATO identifies that the employee has an existing fund, this will be their 'stapled' account and the Company will pay the statutory superannuation contributions for the employee into this account;
 - (b) If no account is found and the employee hasn't chosen a fund, the Company will create a new account for them with the Company's default super fund. The Company will pay the employees' statutory superannuation contributions to this fund.

18.4. The default funds for this Agreement are either:

- (a) MLC; or
- (b) Mine Super

Contributions by the Company into a complying fund will be in full satisfaction of all obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

- 18.5. Employees may choose to "salary sacrifice" a fixed amount from their earnings into superannuation provided that:
- (a) the employee must notify Human Resources in writing of this choice and of the amount to be diverted to the super fund on an annual basis;
 - (b) this salary sacrifice contribution continues to be allowable under the applicable legislation, ATO rulings and the Act; and
 - (c) the employee acknowledges this salary sacrifice is in payment of the equivalent entitlements under this Agreement.

19. Payment of Wages

- 19.1. An employee's annualised salary, as set out in Appendix 2, will be averaged over the year and paid fortnightly into the employees' nominated bank account.
- 19.2. During periods of approved paid leave, including, for example, authorised and paid annual leave, personal/carer's leave etc, employees will continue to receive their annualised salary.

20. Production Bonus

- 20.1. The Company will provide a clean coal production bonus. The clean coal production targets for the following year will be provided by no later than the commencement of each financial year.

- 20.2. Eligible employees are those employed at the end of each fortnight. Pro rata entitlement for the fortnightly production bonus will apply for those employees who have commenced during the fortnight. The Production Bonus payment methodology is detailed below.
- 20.3. Production Bonus Payment Methodology. The target (100%) is the budgeted clean coal production for the financial year with achievement of the target realising a value of \$16,000 pa. The bonus will be paid on a fortnightly basis, based on the scheduled budget clean coal production tonnes for each respective fortnight.
- 20.4. The bonus will be payable in the range of 0-125%, with each fortnight treated separately; that is, there is no “banking”.
- 20.5. By way of example, achievement of 100% against the fortnightly target will pay \$615.38. Achievement of 125% against the fortnightly target or greater will pay \$769.23 (i.e. \$615.38 multiplied by 1.25). Similarly, achievement of 75% against the fortnightly target will pay \$461.59 (\$615.38 multiplied by 0.75).
- 20.6. At the end of each financial quarter the total bonus payments made will be reconciled against the total percentage achieved as calculated against the scheduled budget for that quarter. Upon completion of the reconciliation, any shortfall in payments to employees will be made up at the next fortnightly pay cycle. No recovery of monies previously paid will be made at quarter-end.
- 20.7. In addition to the variable production bonus, a \$1500 pa fixed production bonus will be paid to employees in equal installments on a fortnightly basis throughout the term and life of this Agreement.
- 20.8. Struck Average Bonus
- (a) Struck Average Bonus (“SAB”) means the weekly clean coal production bonus received by employees, including reconciled adjustments, averaged over the 12 month period.
 - (b) SAB will be calculated in December each year for the next calendar year. This calculation will be used to calculate SAB payments applicable to accruals of Annual Leave, Personal/Carer’s Leave and long service leave payments on termination.
 - (c) In accordance with clause 22.7, employees who elect to receive payout of Personal/Carer’s Leave accruals will also be paid SAB on such accruals.
- 20.9. The Company will consult with employees and, where requested by an employee, the employee’s nominated representative, where there is a major unplanned event or shut down that causes a significant impact on production.

21. Annual Leave

- 21.1. An employee accrues and must be credited with annual leave at the rate specified in this clause. Employees will accrue annual leave progressively during the year and will be credited annual leave at the end of each pay period.
- 21.2. A full-time employee shall be entitled to accrue annual leave at the following rate:
 - (a) 175 hours (five weeks) per year for full-time employees (i.e. employees working a five day roster); or
 - (b) 210 hours (six weeks) per year for full-time continuous shift workers (i.e. employees working a seven day roster).
- 21.3. Where an employee changes roster during the course of the year, the employee's entitlement to annual leave will be calculated on a pro rata basis.
- 21.4. Annual leave is paid as if the employee had worked on their normal roster.
- 21.5. The Company may use temporary relief labour to cover leave during peak holiday periods, where this is practicable and subject to production requirements. Temporary relief labour may also be used to provide coverage for annual leave.
- 21.6. Except where otherwise agreed, annual leave should be taken in blocks of consecutive shifts with a minimum of one roster block to be taken at any time. Provided employees can apply for up to five single day annual leave days, and approval is subject to operational requirements as determined by the Superintendent.
- 21.7. Annual leave may be taken at any time provided that:
 - (a) reasonable notice (but a minimum of 14 days, except in extenuating circumstances) is given by the employee; and
 - (b) the operations of the Mine will not, in the Company's opinion, be affected by the granting of leave at that time.
- 21.8. Subject to this clause, the Company shall meet the approval requirements for annual leave. Advice as to the status of the application (approved / not approved) will be given no more than 14 days after the receipt of the application. If an employee's leave is not approved they must be furnished with the valid reason why their leave has not been approved. An employee whose application for leave has not been approved, may subject to prior approval by the Company, arrange for a substitute to cover, providing the crew is not de-skilled and there is no impact on production.
- 21.9. If an employee completes a shift on another roster working as a substitute for an employee on leave, they will be paid in accordance with the payment conditions for the roster they actually worked.
- 21.10. The taking of annual leave by employees and which requires an employee to be appointed as a Supervisor shall have no impact on the leave arrangements outlined in this clause.

22. Personal/ Carer's Leave

- 22.1. Personal/carer's leave is paid leave taken by an employee either because of a personal illness or injury (sick leave) or to provide care or support to a member of the employee's household or immediate family because of a personal illness or injury affecting the member or an unexpected emergency affecting the member (carer's leave).
- 22.2. An employee shall be credited with 10 days of paid personal/carer's leave on commencing employment and on each anniversary of commencement.
- 22.3. Accordingly, if the employee has sufficient personal leave credit, each day of personal leave or part thereof taken shall be paid at the employee's salary rate for the shift the employee was absent.
- 22.4. This provision does not interfere with the Company's right to require proof of illness in accordance with the Act for absences, to implement an absenteeism review procedure or to take disciplinary action in the event of undue absenteeism nor does it interfere with the employees' rights, in the event of a dispute over such action, to access clause 11.
- 22.5. Employees shall notify, where practicable, of any absence prior to the first shift affected and where possible advise the expected duration of the absence.
- 22.6. Subject to the Act, counselling of employees who at any time have taken excessive amounts of personal leave as compared to the general workforce shall be implemented.
- 22.7. Provided an employee always maintains a balance of 15 days paid personal/carer's leave in credited accruals:
- (a) the balance of any leave in excess of that 15 days may be paid into a complying nominated superannuation fund once per year prior to the employee's anniversary date, initially eleven months after commencement of employment; or
 - (b) the balance of any leave in excess of that 15 days not taken may be paid out in arrears to the employee on a twice-yearly basis, initially 12 months after commencement of employment and each six months thereafter in lump sums;
- provided that each cashing out of Personal/Carer's Leave is by separate agreement in writing between the employee and the Company.
- 22.8. Should the Company or the employee terminate their employment during any six monthly term, any accrued personal leave shall be paid out at the employee's classification Base Hourly Rate.
- 22.9. The Company will facilitate employees participating in an income protection scheme at the employees' cost if they so desire.

23. Compassionate Leave

- 23.1. An employee is entitled to two days compassionate leave without loss of pay (other than a casual employee for whom the leave is unpaid) when:
- (a) a member of the employee's immediate family or household has a personal, illness or injury that poses a serious life threat or dies;
 - (b) a child in the employee's immediate family or household is stillborn; or
 - (c) the employee or the employee's spouse or de facto partner has a miscarriage.
- 23.2. This leave is only available after the Company is provided with satisfactory proof of the death or illness/injury in accordance with the Act.
- 23.3. Where the employee receives notification of the death, illness or injury while at work the amount of leave must be extended to include the balance of that shift.

24. Unpaid Carer's Leave

- 24.1. An employee (including a casual employee) may take unpaid carer's leave under the Act for the purpose of providing care to a member of the employee's household or immediate family for a personal illness, injury or unexpected emergency affecting the member.

25. Parental Leave

- 25.1. The provisions of the Act will apply as a minimum, with additional payments in accordance with the Company's Policy (as amended from time to time).

26. Family and Domestic Violence Leave

- 26.1. Employees will be entitled to family and domestic violence leave in accordance with the Act.

27. Community Service Leave

- 27.1. Employees will be entitled to community service leave in accordance with the Act, including jury service and voluntary emergency management activities.

28. Long Service Leave

- 28.1. Long service leave will be provided for in accordance with the provisions of the *Coal Mining Industry (Long Service Leave) Administration Act 1992* (Cth) as amended from time to time.
- 28.2. Employees accrue long service leave at the rate of 13 weeks for each eight years of qualifying service in the coal mining industry.
- 28.3. Payment whilst on long service leave shall be paid at the Employee's annualised salary, in accordance with the employee's roster.
- 28.4. An employee may apply in writing to take long service leave provided that:
 - (a) Reasonable notice is given by the employee; and
 - (b) The operations of the Mine will not, in the Company's opinion, be affected by the granting of leave at that time; and
 - (c) The leave is not to be taken in periods of less than 14 days.

29. Public Holidays

- 29.1. The recognised public holidays are:
 - (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Sunday;
 - (f) Easter Monday;
 - (g) ANZAC Day;
 - (h) Labor Day;
 - (i) King's Birthday;
 - (j) Show Day (Mackay);
 - (k) Christmas Eve (6:00pm - Midnight);
 - (l) Christmas Day;
 - (m) Boxing Day; and
 - (n) all other public holidays declared or prescribed by, or under a law of, Queensland.

- 29.2. The Company and the majority of employees affected may agree to observe a public holiday on a day other than the day prescribed in clause 29.1. If this occurs, subject to the Act, the day agreed is the award holiday and the actual holiday becomes an ordinary working day.
- 29.3. An employee who is not required to work on a public holiday is to be paid for that day at the employee's classification Base Hourly Rate for the ordinary hours of the shift.
- 29.4. Work on a public holiday is to be paid at the rate of double time (i.e. double the Base Hourly Rate) for work performed during ordinary hours, in addition to the payment prescribed in 29.3. Work performed in excess of ordinary hours on a public holiday is to be paid at the rate of treble time (i.e. triple the Base Hourly Rate).
- 29.5. Christmas Day and Boxing Day will be recognised as the two public holidays that the Company does not require employees to work. Work will cease on completion of the day shift on Christmas Eve (nominally 6:00pm) and recommence at the start of night shift on Boxing Day (nominally 6:00pm). The Company may call for volunteers to work during this period.

30. Accommodation

- 30.1. Subject to clause 30.1 and 30.4, accommodation will be supplied by the Company at no cost to employees. The non-share accommodation provided for the roster period will be of a good standard, ensuited, single, furnished, air-conditioned units with TV reception and shall include three meals a day.
- 30.2. For the avoidance of doubt, accommodation may be provided on a check in/check out basis. Unless otherwise agreed between the Company and the employee, rooms will be allocated on a 'one employee to one room' basis only.
- 30.3. Employees who live at Nebo or within a 50 kilometre radius of the Mine site and do not utilise any camp accommodation and meal facilities will be eligible to apply for a weekly local housing allowance of \$689 per fortnight which will be included in their gross pay. The Company, acting reasonably, will determine the number of eligible people per residence able to claim the local housing allowance. Where an employee's housing circumstances change a minimum of one months' notice is required to obtain camp accommodation. If accommodation is not available at the camp, alternative camp accommodation will be offered until a vacancy in the camp becomes available. In this situation the employee would have to make their own travel arrangements to get to and from the Mine or camp to access the Company supplied transport.
- 30.4. Employees who live in local communities to the Mine (but outside the 50km radius of the Mine) may apply for the local housing allowance and will be considered by the Company on a case by case basis in compliance with the Mine's Fatigue Management Plan to ensure an acceptable level of risk is achieved.
- 30.5. The parties agree that this clause shall be read and interpreted subject to the memorandum of understanding (MOU) that Stanmore has with the three

unions party to this EA about accommodation in general.

- 30.6. For the avoidance of any doubt, where this is any dispute about the interpretation or practical application of this clause or the terms of the MOU, during the life of this Agreement, any of the parties to, or employees covered by, this Agreement may access the dispute resolution procedure steps in an attempt to resolve the matter as per Clause 11 of this Agreement.

31. Travel

- 31.1. The Company will provide transport for employees in accordance with Company policy. This transport will be provided at no cost to the employee.

32. Clothing and PPE Issue

- 32.1. The Company will provide appropriate work clothing and PPE in accordance with Company policy. Work clothing & PPE will be provided at no cost to the employee.
- 32.2. Prescription safety glasses will be reimbursed, at no cost to employees, in accordance with Company policy.

33. Tooling

- 33.1. Provisions for tools will be managed in accordance with the Company policy, as amended from time to time.

34. Periodic Medical Assessment

- 34.1. Provisions for periodical medical/health assessments will be managed in accordance with the Company policy, as amended from time to time.

35. Severe Wet Weather

- 35.1. Payment and release from work arrangements in the event of severe wet weather or a cyclone are dealt with in Mine policy, as amended from time to time. However, as a minimum, where the SSE decides to shut down the Mine in the event of a cyclone or other severe wet weather event occurring at the Mine site within an impending 24 hour period, all employees rostered on to work will be given the option to return home or to camp where safe to do so, at no loss of earnings for the remainder of their rostered shift and until the Mine is re-opened.

36. Right of Entry

- 36.1. Right of entry shall be provided to accredited Union officials in accordance with the Act.

37. Representation

- 37.1. Employees may nominate an employee representative(s) of their choice to represent them in relation to any issues that arise concerning their terms and conditions of employment under this Agreement. In this event, the following principles will apply.
- 37.2. The role of the employee representative(s) will not detract from their primary responsibility which is to do the job they are employed to do at the Mine.
- 37.3. Employees and their representative(s) agree that issues in relation to employment of employees covered by this Agreement should be ideally addressed at their source, by those involved, and without undue involvement of those not directly involved. Accordingly, employee representative(s) will not be permitted time away from the job on issues where there has not been a genuine attempt to resolve the issue at the workgroup level in accordance with the dispute resolution procedure (clause 11).
- 37.4. Employee representative(s) will be allowed the necessary time during working hours to interview employees and site management on matters affecting the employment of employees covered by this Agreement, where to do so does not interfere with the productive operation of the Mine and prior approval has been obtained from the departmental manager (which will not be unreasonably withheld).
- 37.5. Employees agree that they will not hold any meetings including with employee representatives during normal hours of work, without the prior approval of the departmental manager. Any meetings held on site will be at a place designated by management taking into account any requests and/or suggestions received from employees.
- 37.6. Nominated employee representatives will be allowed unpaid leave to attend training off site on the basis that at least seven days' notice is provided and that site operations will not be adversely affected.
- 37.7. Where employees are required to attend FWC in accordance with the dispute resolution procedure (clause 11), providing that procedure has been complied with, the Company will pay "no loss of earnings" for such attendance together with travel and accommodation costs and reasonable cost of meals, not including alcohol. This will apply for two employees and necessary witnesses. This will not apply to any Union appeals against a decision of FWC.
- 37.8. Employee representatives, who under the rules of the Union hold elected

office on the Union's Board of Management or Central Council will, subject to a minimum of 14 days' notice and provided that site operations will not be adversely affected, be entitled to unpaid leave to attend relevant meetings.

38. SSHRs

- 38.1. SSHRs will be paid on a "no loss of earnings" basis for their attendance at conferences nominated by the Company, where the Company requires the attendance by the SSHR as part of their prescribed obligations under the *Coal Mining Safety and Health Act 1999* (Qld).
- 38.2. The Company acknowledges the requirement for the SSHRs to attend statutory update training sessions. Approval to attend these courses will be given subject to suitability of the course provider, operational requirements, and provided at least 14 days advanced notice is given to the SSE. The SSHRs will be permitted to attend a maximum of two statutory training courses per 12-month period. Payment for this training will be on a rostered day basis. For clarity, there will be no payment if training, is undertaken on a rostered day off.
-

39. Flexibility

- 39.1. The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement, provided that:
- (a) The agreement is made at the instigation of the employee; and
 - (b) The agreement deals with one or more of the following matters:
 - i. The taking of annual leave over longer periods than entitled at full pay but at a direct pro-rata payment;
 - ii. Cashing out annual leave in accordance with the Act; and
 - iii. Job Sharing Arrangements.
 - (c) The arrangement entered meets the genuine needs of the Company and employee in relation to one or more of the matters mentioned in sub- paragraph (b); and
 - (d) The arrangement is genuinely agreed to by the Company and the employee.
- 39.2. The Company must ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under section 172 of the Act; and
 - (b) Do not contain unlawful terms within the meaning of section 194 of the Act; and

- (c) Result in the employee being better off overall than the employee would be if no arrangement was made.
- 39.3. The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and employee; and
 - (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and states the day on which the arrangement commences.
- 39.4. The Company must give the employee and their representative a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 39.5. The Company or the employee may terminate the individual flexibility arrangement:
- (a) by the employee giving no more than 28 days written notice to the Company or by the Company giving at least two months written notice to the employee; or
 - (b) If the Company and employee agree in writing - at any time.

40. Consultation

- 40.1. Where the Company:
- (a) is planning to introduce major changes in its organisation or structure or new technology that is likely to have “significant effects” on employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees,

it will notify and consult with those employees and, if requested by an employee, their representative, in respect of the introduction of these major changes. Such Consultation will occur prior to the implementation of these changes with the intention of minimising or averting the adverse effect of these changes on employees.

- 40.2. For a major change referred to in paragraph 40.1(a):
- (a) The Company must notify the relevant employees of the decision to introduce the major change; and
 - (b) Subclauses 40.3 to 40.9 apply.
- 40.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 40.4. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of Consultation; and
 - (b) the employee or employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 40.5. As soon as practicable after making its decision, the Company must:
- (a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 40.6. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 40.7. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 40.8. If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 40.2(a), 40.3 and 40.5 are taken not to apply.
- 40.9. In this clause, a major change is likely to have “significant effects” on

employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

40.10. For a major change referred to in paragraph 40.1(b):

- (a) The Company must notify the relevant employees of the proposed change; and
- (b) Subclauses 40.11 to 40.15 apply.

40.11. The relevant employees may appoint a representative for the purposes of the procedures in this clause.

40.12. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of Consultation; and
- (b) the employee or employees advise the Company of the identity of the representative;

the Company must recognise the representative.

40.13. As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion - provide to the relevant employees:
 - i. all relevant information about the change including the nature of the change; and
 - ii. information about what the Company reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the Company reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

40.14. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

40.15. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

40.16. In this clause, 'relevant employees' means the employees who may be affected by a change referred to in subclause 40.1.

41. SIGNATURES

Signed for and on behalf of **Dampier Coal (Queensland) Pty Ltd** by its authorised representative:

Signature: Date:

Full Name: Position:

Address:

in the presence of:

Signature: Date:

Full Name: Position:

Address:

Signed for and on behalf of **Mining and Energy Union** by its authorised representative:

Signature: Date:

Full Name: Position:

Address:

Signed for and on behalf of the **Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia** by its authorised representative:

Signature: Date:

Full Name: Position:

Address:

Signed for and on behalf of the **Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union** by its authorised representative:

Signature: Date:

Full Name: Position:

Address:

APPENDIX 1 – ROSTERS

Roster 1 (5DR 12hr Mon - Thurs 48hr wk (PUBLIC HOLIDAYS NOT WORKED))

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A	D	D	D	D				D	D	D	D				D	D	D	D			
Length of cycle in weeks					No. shifts in cycle					Rostered hours per wk					Ordinary hours per shift						
1					4					48					8.75						

- Annual leave, personal/carer's leave and long service leave will be deducted based on the ordinary hours of work component per shift (8.75 hrs)

Roster 2 (5DR 12.25hr Mon - Thurs 49hr wk (PUBLIC HOLIDAYS NOT WORKED))

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A	D	D	D	D				D	D	D	D				D	D	D	D			
Length of cycle in weeks					No. shifts in cycle					Rostered hours per wk					Ordinary hours per shift						
1					4					49					8.75						

- Annual leave, personal/carer's leave and long service leave will be deducted based on the ordinary hours of work component per shift (8.75 hrs)

Roster 3 (7DR 12.25hr DAY - 2 Panel)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
A	D					D	D	D	D	D						D	D	D	D							D	D	D	D
B		D	D	D	D						D	D	D	D	D					D	D	D	D	D					
Length of cycle in weeks					No. shifts in cycle					Rostered hours per wk					Ordinary hours per shift														
4					14					42.875					10														

- Annual leave, personal/carer's leave and long service leave will be deducted based on the ordinary hours of work component per shift (10 hrs)

Roster 4 (7DR 12.5hr DAY - 2 Panel)

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
A	D					D	D	D	D	D						D	D	D	D							D	D	D	D
B		D	D	D	D						D	D	D	D	D					D	D	D	D	D					
Length of cycle in weeks					No. shifts in cycle					Rostered hours per wk					Ordinary hours per shift														
4					14					43.75					10														

- Annual leave, personal/carer's leave and long service leave will be deducted based on the ordinary hours of work component per shift (10 hrs)

APPENDIX 2 – SALARY TABLE

SOUTH WALKER CREEK - SALARY TABLE						
From first pay period after approval by Fair Work Commission (5% Increase)						
Roster	Level	Base Hourly Rate	Aggregate Hourly Rate	Weekly Base Salary	Annual Salary	Overtime Hourly Rate
5DR Mon - Thur 12hr Day, 48HR WK	1	\$43.30	\$55.18	\$2,648.70	\$137,732.31	\$86.60
	2	\$44.05	\$56.13	\$2,694.53	\$140,115.83	\$88.10
	3	\$45.58	\$58.11	\$2,789.08	\$145,032.12	\$91.16
	4	\$46.80	\$59.65	\$2,863.14	\$148,882.99	\$93.60
5DR Mon - Thur 12.25hr Day, 49HR WK	1	\$43.30	\$55.73	\$2,730.86	\$142,004.71	\$86.60
	2	\$44.05	\$56.70	\$2,778.29	\$144,471.50	\$88.10
	3	\$45.58	\$58.68	\$2,875.55	\$149,528.40	\$91.16
	4	\$46.80	\$60.25	\$2,952.24	\$153,516.38	\$93.60
7DR 12.25 HRS DAY 2 Panel	1	\$43.30	\$64.80	\$2,777.87	\$144,449.47	\$86.60
	2	\$44.05	\$65.92	\$2,826.13	\$146,958.72	\$88.10
	3	\$45.58	\$68.23	\$2,925.06	\$152,102.70	\$91.16
	4	\$46.80	\$70.05	\$3,003.06	\$156,159.32	\$93.60
7DR 12.25 HRS DAY 2 Panel (7/7)	1	\$43.30	\$66.67	\$2,858.64	\$148,649.47	\$86.60
	2	\$44.05	\$67.80	\$2,906.90	\$151,158.72	\$88.10
	3	\$45.58	\$70.11	\$3,005.82	\$156,302.70	\$91.16
	4	\$46.80	\$71.93	\$3,083.83	\$160,359.32	\$93.60
7DR 12.50 HRS DAY 2 Panel	1	\$43.30	\$65.25	\$2,854.96	\$148,457.81	\$86.60
	2	\$44.05	\$66.39	\$2,904.36	\$151,026.76	\$88.10
	3	\$45.58	\$68.71	\$3,006.28	\$156,325.95	\$91.16
	4	\$46.80	\$70.55	\$3,086.09	\$160,476.80	\$93.60
7DR 12.50 HRS DAY 2 Panel (7/7)	1	\$43.30	\$67.10	\$2,935.73	\$152,657.81	\$86.60
	2	\$44.05	\$68.23	\$2,985.13	\$155,226.76	\$88.10
	3	\$45.58	\$70.56	\$3,087.04	\$160,525.95	\$91.16
	4	\$46.80	\$72.39	\$3,166.86	\$164,676.80	\$93.60
7DR 12.25 HRS DN 4 Panel	1	\$43.30	\$67.54	\$2,895.51	\$150,566.84	\$86.60
	2	\$44.05	\$68.70	\$2,945.63	\$153,172.56	\$88.10
	3	\$45.58	\$71.12	\$3,048.98	\$158,547.05	\$91.16
	4	\$46.80	\$73.01	\$3,129.93	\$162,756.72	\$93.60

7DR 12.25 HRS DN 4 Panel (7/7)	1	\$43.30	\$69.42	\$2,976.29	\$154,766.84	\$86.60
	2	\$44.05	\$70.59	\$3,026.40	\$157,372.56	\$88.10
	3	\$45.58	\$73.00	\$3,129.75	\$162,747.05	\$91.16
	4	\$46.80	\$74.89	\$3,210.71	\$166,956.72	\$93.60
7DR 12.50 HRS DN 4 Panel	1	\$43.30	\$67.94	\$2,972.32	\$154,560.97	\$86.60
	2	\$44.05	\$69.12	\$3,023.77	\$157,235.82	\$88.10
	3	\$45.58	\$71.54	\$3,129.86	\$162,752.72	\$91.16
	4	\$46.80	\$73.44	\$3,212.97	\$167,074.19	\$93.60
7DR 12.50 HRS DN 4 Panel (7/7)	1	\$43.30	\$69.79	\$3,053.10	\$158,760.97	\$86.60
	2	\$44.05	\$70.96	\$3,104.54	\$161,435.82	\$88.10
	3	\$45.58	\$73.39	\$3,210.63	\$166,952.72	\$91.16
	4	\$46.80	\$75.29	\$3,293.73	\$171,274.19	\$93.60

SOUTH WALKER CREEK - SALARY TABLE

From 1st Anniversary of Approval by Fair Work Commission (4% Increase)

Roster	Level	Base Hourly Rate	Aggregate Hourly Rate	Weekly Base Salary	Annual Salary	Overtime Hourly Rate
5DR Mon - Thur 12hr Day, 48HR WK	1	\$45.03	\$57.39	\$2,754.65	\$143,241.60	\$90.06
	2	\$45.81	\$58.38	\$2,802.31	\$145,720.46	\$91.62
	3	\$47.40	\$60.43	\$2,900.64	\$150,833.40	\$94.81
	4	\$48.67	\$62.04	\$2,977.67	\$154,838.31	\$97.34
5DR Mon - Thur 12.25hr Day, 49HR WK	1	\$45.03	\$57.96	\$2,840.09	\$147,684.90	\$90.06
	2	\$45.81	\$58.97	\$2,889.42	\$150,250.36	\$91.62
	3	\$47.40	\$61.03	\$2,990.57	\$155,509.54	\$94.81
	4	\$48.67	\$62.66	\$3,070.33	\$159,657.04	\$97.34
7DR 12.25 HRS DAY 2 Panel	1	\$45.03	\$67.39	\$2,888.98	\$150,227.45	\$90.06
	2	\$45.81	\$68.56	\$2,939.18	\$152,837.07	\$91.62
	3	\$47.40	\$70.96	\$3,042.06	\$158,186.81	\$94.81
	4	\$48.67	\$72.85	\$3,123.18	\$162,405.69	\$97.34
7DR 12.25 HRS DAY 2 Panel (7/7)	1	\$45.03	\$69.34	\$2,972.99	\$154,595.45	\$90.06
	2	\$45.81	\$70.51	\$3,023.18	\$157,205.07	\$91.62
	3	\$47.40	\$72.91	\$3,126.05	\$162,554.81	\$94.81
	4	\$48.67	\$74.81	\$3,207.18	\$166,773.69	\$97.34
7DR 12.50 HRS DAY 2 Panel	1	\$45.03	\$67.86	\$2,969.16	\$154,396.12	\$90.06
	2	\$45.81	\$69.05	\$3,020.53	\$157,067.83	\$91.62
	3	\$47.40	\$71.46	\$3,126.53	\$162,578.99	\$94.81
	4	\$48.67	\$73.37	\$3,209.53	\$166,895.87	\$97.34
7DR 12.50 HRS DAY 2 Panel (7/7)	1	\$45.03	\$69.78	\$3,053.16	\$158,764.12	\$90.06
	2	\$45.81	\$70.96	\$3,104.54	\$161,435.83	\$91.62
	3	\$47.40	\$73.38	\$3,210.52	\$166,946.99	\$94.81
	4	\$48.67	\$75.29	\$3,293.53	\$171,263.87	\$97.34
7DR 12.25 HRS DN 4 Panel	1	\$45.03	\$70.24	\$3,011.33	\$156,589.51	\$90.06
	2	\$45.81	\$71.45	\$3,063.46	\$159,299.46	\$91.62
	3	\$47.40	\$73.96	\$3,170.94	\$164,888.93	\$94.81
	4	\$48.67	\$75.93	\$3,255.13	\$169,266.99	\$97.34
7DR 12.25 HRS DN 4 Panel (7/7)	1	\$45.03	\$72.20	\$3,095.34	\$160,957.51	\$90.06
	2	\$45.81	\$73.41	\$3,147.46	\$163,667.46	\$91.62
	3	\$47.40	\$75.92	\$3,254.94	\$169,256.93	\$94.81
	4	\$48.67	\$77.89	\$3,339.14	\$173,634.99	\$97.34

7DR 12.50 HRS DN 4 Panel	1	\$45.03	\$70.66	\$3,091.21	\$160,743.41	\$90.06
	2	\$45.81	\$71.88	\$3,144.72	\$163,525.25	\$91.62
	3	\$47.40	\$74.40	\$3,255.05	\$169,262.83	\$94.81
	4	\$48.67	\$76.38	\$3,341.49	\$173,757.16	\$97.34
7DR 12.50 HRS DN 4 Panel (7/7)	1	\$45.03	\$72.58	\$3,175.22	\$165,111.41	\$90.06
	2	\$45.81	\$73.80	\$3,228.72	\$167,893.25	\$91.62
	3	\$47.40	\$76.33	\$3,339.06	\$173,630.83	\$94.81
	4	\$48.67	\$78.30	\$3,425.48	\$178,125.16	\$97.34

SOUTH WALKER CREEK - SALARY TABLE
From 2nd Anniversary of Agreement (4% Increase)

Roster	Level	Base Hourly Rate	Aggregate Hourly Rate	Weekly Base Salary	Annual Salary	Overtime Hourly Rate
5DR Mon - Thur 12hr Day, 48HR WK	1	\$46.83	\$59.69	\$2,864.84	\$148,971.26	\$93.66
	2	\$47.64	\$60.72	\$2,914.40	\$151,549.28	\$95.28
	3	\$49.30	\$62.85	\$3,016.67	\$156,866.74	\$98.59
	4	\$50.62	\$64.52	\$3,096.78	\$161,031.84	\$101.23
5DR Mon - Thur 12.25hr Day, 49HR WK	1	\$46.83	\$60.28	\$2,953.69	\$153,592.30	\$93.66
	2	\$47.64	\$61.33	\$3,005.00	\$156,260.37	\$95.28
	3	\$49.30	\$63.47	\$3,110.19	\$161,729.92	\$98.59
	4	\$50.62	\$65.17	\$3,193.14	\$166,043.32	\$101.23
7DR 12.25 HRS DAY 2 Panel	1	\$46.83	\$70.09	\$3,004.54	\$156,236.55	\$93.66
	2	\$47.64	\$71.30	\$3,056.75	\$158,950.55	\$95.28
	3	\$49.30	\$73.80	\$3,163.74	\$164,514.28	\$98.59
	4	\$50.62	\$75.76	\$3,248.11	\$168,901.92	\$101.23
7DR 12.25 HRS DAY 2 Panel (7/7)	1	\$46.83	\$72.11	\$3,091.91	\$160,779.27	\$93.66
	2	\$47.64	\$73.33	\$3,144.11	\$163,493.27	\$95.28
	3	\$49.30	\$75.83	\$3,251.09	\$169,057.00	\$98.59
	4	\$50.62	\$77.80	\$3,335.47	\$173,444.64	\$101.23
7DR 12.50 HRS DAY 2 Panel	1	\$46.83	\$70.57	\$3,087.93	\$160,571.96	\$93.66
	2	\$47.64	\$71.81	\$3,141.35	\$163,350.54	\$95.28
	3	\$49.30	\$74.32	\$3,251.59	\$169,082.15	\$98.59
	4	\$50.62	\$76.30	\$3,337.91	\$173,571.70	\$101.23
7DR 12.50 HRS DAY 2 Panel (7/7)	1	\$46.83	\$72.57	\$3,175.29	\$165,114.68	\$93.66
	2	\$47.64	\$73.80	\$3,228.72	\$167,893.26	\$95.28
	3	\$49.30	\$76.32	\$3,338.94	\$173,624.87	\$98.59
	4	\$50.62	\$78.30	\$3,425.27	\$178,114.42	\$101.23
7DR 12.25 HRS DN 4 Panel	1	\$46.83	\$73.05	\$3,131.78	\$162,853.09	\$93.66
	2	\$47.64	\$74.31	\$3,186.00	\$165,671.44	\$95.28
	3	\$49.30	\$76.92	\$3,297.78	\$171,484.49	\$98.59
	4	\$50.62	\$78.97	\$3,385.34	\$176,037.67	\$101.23
7DR 12.25 HRS DN 4 Panel (7/7)	1	\$46.83	\$75.09	\$3,219.15	\$167,395.81	\$93.66
	2	\$47.64	\$76.35	\$3,273.36	\$170,214.16	\$95.28
	3	\$49.30	\$78.96	\$3,385.14	\$176,027.21	\$98.59
	4	\$50.62	\$81.01	\$3,472.71	\$180,580.39	\$101.23

7DR 12.50 HRS DN 4 Panel	1	\$46.83	\$73.49	\$3,214.86	\$167,173.15	\$93.66
	2	\$47.64	\$74.76	\$3,270.51	\$170,066.26	\$95.28
	3	\$49.30	\$77.38	\$3,385.25	\$176,033.34	\$98.59
	4	\$50.62	\$79.44	\$3,475.15	\$180,707.45	\$101.23
7DR 12.50 HRS DN 4 Panel (7/7)	1	\$46.83	\$75.48	\$3,302.23	\$171,715.87	\$93.66
	2	\$47.64	\$76.75	\$3,357.87	\$174,608.98	\$95.28
	3	\$49.30	\$79.38	\$3,472.62	\$180,576.06	\$98.59
	4	\$50.62	\$81.43	\$3,562.50	\$185,250.17	\$101.23

Notes:

- Salaries include all compensation for shift work, rostered overtime payments, public holiday payments, weekend penalties, travel payments and hot seat changes.
- The incentive bonus will be paid in accordance with Clause 20 of this Agreement. Such payment will be paid in addition to the applicable salaries set out above.
- Other rosters than the ones detailed above may be introduced in accordance with the terms of the Agreement, following Consultation. In the event of a roster change, salaries will be re-calculated as necessary utilising the rates and entitlements outlined in this Agreement.
- For all rosters, the ordinary hours of work will be an average of 35 hours per week and are averaged over the roster cycle.

APPENDIX 3 – APPRENTICES & TRAINEES

Engagement of Trainees and Apprentices

- 3.1 The Company may engage Trainees and Apprentices under this Agreement. However, this Agreement does not cover any Trainees or Apprentices employed by other training providers.
- 3.2 Trainees and Apprentices will be engaged on a fixed-term basis in accordance with the *Further Education and Training Act 2014* (Qld) (“FET Act”).
- 3.3 The following terms of this Agreement do not apply to Trainees and Apprentices:
 - (a) Clause 8 Redundancy
 - (b) Clause 9 Severance Pay
 - (c) Clause 10 Termination of Employment
 - (d) Clause 13 Training, Development and Performance

Cancellation of training contract

- 3.4 The Company or Apprentice/Trainee may, in accordance with the FET Act, make an application to cancel the Trainee or Apprentice training contract where an Apprentice or Trainee:
 - (a) Fails to perform work and / or training in accordance with the training contract (which includes failure to make reasonable progress);
 - (b) Fails to attend work regularly without sufficient reason;
 - (c) Engages in conduct that is found to be misconduct; or
 - (d) Fails a drug or alcohol test in breach of the Mine’s policy, which will apply both on-site or where work or training is conducted off-site.
- 3.5 The Company may, in accordance with the FET Act and relevant Company policies and procedures, discipline a Trainee or Apprentice for misconduct through the relevant training council.

Completion of training contract

- 3.6 In order to satisfy the requirements of a training contract, Trainees and Apprentices are required to:
 - (a) Complete all necessary requirements of their training contract;
 - (b) Finalise all necessary competencies and training as directed by the Company;
 - (c) Complete a final performance review with the nominated Company representative;
 - (d) Comply with all requirements of the FET Act
- 3.7 The Company, upon completion of a Traineeship or Apprenticeship, may at its discretion offer an Apprentice or Trainee employment with the Company at the Mine, including for a fixed-term.

Trainees

- 3.8 Trainees may be employed for a fixed term of up to two (2) years. Trainees will be engaged in accordance with this agreement except as follows:
 - (a) Trainees will gain necessary skills within their workstream in alignment with their relevant qualifications.
 - (b) A Trainee’s employment ceases at the completion of the fixed term, or earlier in circumstances where the training contract is cancelled.
 - (c) A Trainee’s performance (including attendance, effort, and behaviour) will be formally reviewed throughout their traineeship. Unsatisfactory performance may result in the term of the trainee’s employment being reduced and / or their training contract being cancelled.

3.9 Trainees will be paid in accordance with the below table:

Wage rates: Trainees	
	% of base salary (based on roster worked) Level 1 Classification
Year 2 – 12-24 months	95%
Year 1 – 6-12 months	85%
Year 1 – 0-6 months	65%

3.10 Trainees bonus allocation:

Bonus: Trainees	
	% of production bonus payable
Year 2 – 12-24 months	95%
Year 1 – 6-12 months	85%
Year 1 – 0-6 months	65%

Apprentices

- 3.11 Apprentices are employed on a fixed term basis for the duration of their apprenticeship training contract. Apprentices, who are appointed to a tradesperson position upon completion of their apprenticeship, will have continuity of service recognised, all leave entitlements maintained and will not be required to complete an additional probationary period.
- 3.12 If an Apprentice is required to travel for the purpose of attending a training course away from their normal place of work (including TAFE), the Company will arrange accommodation (inclusive of meals, but not alcohol). The Company will assist the Apprentice with arranging transport to and from the training venue where the Apprentice is under 18 years of age.
- 3.13 Where an Apprentice or Trainee has to travel for the purpose of attending a training course, including TAFE, the Company will provide payment on a no loss of earnings basis.
- 3.14 If training is conducted on a rostered shift, there shall be no loss of pay for that day, even if the course is of a shorter duration and it is not reasonably practicable to return to duty.
- 3.15 Apprentices and Trainees will not receive payment for travelling outside of normal roster hours on the day of the course. Hours spent actually training outside of normal work hours will attract payment at the rate prescribed.
- 3.16 Host Employer/ Secondment
- Where an Apprentice is required in accordance with their training contract to work with a host employer or secondment, the Company will pay for all accommodation (inclusive of meals, but not alcohol) for the period of time that Apprentice is with the host employer.
 - The Company will assist the apprentice with reasonable costs for the relocation of work equipment and tools.

Provision of tools for apprentices

- 3.17 Apprentices will be provided with reasonable toolkits upon commencement of employment in addition to any government allowance provided to that apprentice. Tooling will be managed in accordance with the relevant site policy.

3.18 Apprentices will be paid in accordance with the below table:

Wage rates: Apprentices	
Apprentice	% of base salary (based on roster worked) Level 1 Classification
Year 4	90%
Year 3	75%
Year 2	65%
Year 1	55%

Wage rates: Adult Apprentices	
Adult Apprentice	% of base salary (based on roster worked) Level 1 Classification
Year 4	90%
Year 3	85%
Year 2	80%
Year 1	75%

3.19 Apprentice Bonus Allocation:

Production bonus Allocation for Apprentices		
Year	Apprentices	Adult Apprentices
Year 4	90%	90%
Year 3	75%	85%
Year 2	65%	80%
Year 1	55%	75%