



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Chandler Macleod Group Limited T/A Chandler Macleod
(AG2020/4060)

CHANDLER MACLEOD - QUEENSLAND BLACK COAL MINING AGREEMENT 2020

Coal industry

COMMISSIONER BOOTH

BRISBANE, 5 MARCH 2021

Application for approval of the Chandler Macleod- Queensland Black Coal Mining Agreement 2020.

[1] An application has been made under s.185 of the *Fair Work Act 2009* (the Act) by Chandler Macleod Group Limited T/A Chandler Macleod (the Applicant) for approval of *Chandler Macleod- Queensland Black Coal Mining Agreement 2020* (the Agreement). The Agreement is a single enterprise agreement.

[2] Mr Jeff Scales, District Vice President of the Construction, Forestry, Maritime, Mining and Energy Union – Mining and Energy Division (CFMMEU), filed a Form F18 in this matter, providing notice under s.183 of the Act that the CFMMEU wants the Agreement to cover it.

[3] Correspondence was sent to the Applicant on 27 January 2021, raising certain concerns in relation to the Agreement and seeking responses and undertakings from the Applicant. The Applicant filed submissions and undertakings addressing the concerns raised on 12 February 2021. The CFMMEU was provided with copies of the response and proposed undertakings.

[4] The matter was listed for eHearing on 3 March 2021. Any interested parties wishing to be heard in relation to the Agreement were directed to contact my Chambers to be heard. No parties contacted my Chambers.

[5] The undertakings meet the requirements of s.190(3) of the Act and I have accepted them. As a result, the undertakings are then to be a term of the Agreement and are attached to this Decision as Attachment A.

[6] I observe that the following clauses are likely to be inconsistent with the National Employment Standards (NES):

- Clause 33 – Public Holidays
- Clause 14 – Abandonment of employment
- Clause 15.2(e) – Notice of Termination
- Clause 30.9(c) – Taking annual leave in advance
- Clause 36.3 - Work Clothing

[7] However, noting the NES precedence undertaking, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[8] Concerns were raised in relation to clause 13 and clause 21 of the Agreement as *prima facie*, the clauses appear to provide for unlawful deductions. In accordance with s.326(1) of the Act, I note that an unlawful term has no effect.

[9] Subject to the matters raised at paragraphs [2]-[8], I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[10] In accordance with s.201(2), I note that the Agreement covers the CFMMEU

[11] The Agreement is approved and, in accordance with s.54 of the Act and clause 2 of the Agreement, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date is 5 March 2024.



COMMISSIONER

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Attachment A.



UNDERTAKINGS

AG2020/4060 – Chandler Macleod – Queensland Black Coal Mining Agreement 2020

Ready Workforce Pty Ltd (a Division of Chandler Macleod) Pty Ltd (ACN 088 288 037) and Chandler Macleod Group Limited (ACN 090 555 052) (the **Company**) undertake as follows in respect of the Chandler Macleod – Queensland Black Coal Mining Agreement 2020 (**Agreement**):

1. The National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. Public holidays

Permanent employees (full time and part time employees) working on public holidays, as recognised at the client's operation, shall receive triple time for all hours worked.


3. Accident pay

Clause 18 – Accident pay of the Black Coal Mining Industry Award 2010 (the Award) as at 10 December 2020 is incorporated into the Agreement

Signed on behalf of **Ready Workforce Pty Ltd (a Division of Chandler Macleod) Pty Ltd (ACN 088 288 037)**:

Signed: 
Date: 12 February 2021
Name in full: Sam Willett
Address of signatory: Level 15, 570 Bourke Street, Melbourne, Vic 3000
Position: General Manager, Employee and Industrial Relations

Signed on behalf of **Chandler Macleod Group Limited (ACN 090 555 052)**:

Signed: 
Date: 12 February 2021
Name in full: Sam Willett
Address of signatory: Level 15, 570 Bourke Street, Melbourne, Vic 3000
Position: General Manager, Employee and Industrial Relations

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UNDERTAKINGS

AG2020/4060 – Chandler Macleod – Queensland Black Coal Mining Agreement 2020

Ready Workforce Pty Ltd (a Division of Chandler Macleod) Pty Ltd (ACN 088 288 037) and Chandler Macleod Group Limited (ACN 090 555 052) (the **Company**) also undertake as follows in respect of the Chandler Macleod – Queensland Black Coal Mining Agreement 2020 (**Agreement**):

1. Casual employment and flat rates

- a) Should a casual employee, who is paid a flat rate of pay, work hours that are different in any way to the roster provided to them for the flat rate of pay in a particular roster cycle, the Company must undertake a process of reconciliation to ensure that the employee is better off overall than the employee would be if paid in accordance with the Black Coal Mining Industry Award 2010 (the Award).
- b) The reconciliation under clause (a) will be a comparison between the total rostered earnings actually paid to the employee, and the total rostered earnings that the employee would have received for working the hours they worked if they were paid according to the Award
- c) In calculating the total rostered earnings the employee would have received for working the hours they worked if they were paid according to the Award, penalty rates, overtime rates, shift loadings, and the casual loading would be applied on the same basis as for casual 'Staff' employees under the Award.
- d) Where the Company identifies that the employee was not better off overall, the employee must be paid an adjustment in the next pay cycle after the reconciliation, sufficient to leave the employee better off overall for the pay period for which the adjustment is paid.

Signed on behalf of Ready Workforce Pty Ltd (a Division of Chandler Macleod) Pty Ltd (ACN 088 288 037):

Signed:



Date: 12 February 2021

Name in full: Sam Willett

Address of signatory: Level 15, 570 Bourke Street, Melbourne, Vic 3000

Position: General Manager, Employee and Industrial Relations

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Signed on behalf of **Chandler Macleod Group Limited** (ACN 090 555 052):

Signed:

A handwritten signature in black ink, appearing to be 'S Willett', written over a faint horizontal line.

Date: 12 February 2021

Name in full: Sam Willett

Address of signatory: Level 15, 570 Bourke Street, Melbourne, Vic 3000

Position: General Manager, Employee and Industrial Relations

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**Chandler Macleod –
Queensland Black Coal
Mining Agreement 2020.**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1—APPLICATION AND OPERATION

1. Title

This Agreement shall be known as the Chandler Macleod— Queensland Black Coal Mining Agreement 2020. (*the Agreement*)

2. Duration of Agreement

The Agreement comes into operation 7 days after its approval by Fair Work Australia and the nominal expiry date of this Agreement is 3 years after its commencement.

3. Parties Bound and Scope

3.1 The parties to this Agreement are:

- (i) Ready Workforce Pty Ltd (a Division of Chandler Macleod) Pty Ltd (ACN 088 288 037) and Chandler Macleod Group Limited (ACN 090 555 052) (*the ‘Company’*);
- (ii) Employees of the Company engaged in one of the classifications contained in this Agreement at any black coal mine in Queensland, to whom the Company is contracted.

3.2 This Agreement is binding on:

- (i) The parties set out in clause 3.1, and
- (ii) All current and future employees of the Company who are engaged in any classifications specified in Clause 17 to this Agreement at any coal mine in Queensland, to which the Company is contracted. (*the ‘employees’*).

4. Relationship to Awards and Agreements

This Agreement sets out the provisions and entitlements for employees when they are engaged by the company to perform work covered by the terms of Clause 3.2(ii). No other Award or Agreement will apply to the employee whilst engaged for such work.

5. Definitions

5.1 **FWA** or the **Act** means the *Fair Work Act 2009* and amendments as made from time to time.

5.2 **NES** means the National Employment Standards as set out in the Act.

Flat rate means an all inclusive rate of pay comprised of payments in respect of all rostered hours, including all penalty rates, loadings, and allowances, calculated in accordance with the ‘composite wage method’ in clause 20.

6. Flexibility Term

6.1 The Company and an Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement , provided that :

- (a) The agreement deals with one of the following matters :
- (b) The agreement deals with one or more of the following matters :
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.

6.2 The agreement entered into meets the genuine needs of the Company and employee in relation to one or more of the matters mentioned above and is genuinely agreed to by the Company and employee.

6.3 The Company must ensure that the terms of the individual flexibility arrangement :

- (a) Are about permitted matters mentioned in s172 of FWA 2009; and
- (b) Do not contain unlawful terms within the meaning of s194 of FWA 2009 ; and
- (c) Result in the employee being better off overall than the employee would be if no arrangement was made.

6.4 The Company must ensure that the individual flexibility arrangement :

- (a) Is in writing
- (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 the terms of the Enterprise Agreement that will be varied by the arrangement ; and
- (e) How the arrangement will vary the effect of the terms; and
- (f) How the employee will be better off overall in relation to the terms and conditions of his / her employment as a result of the arrangement; and states the day on which the arrangement commences.

6.5 The Company must give the employee and their representative a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.6 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
- (b) By the Company giving at least 28 days written notice to the employee
- (c) If the Company and employee agree in writing – at any time

PART 2—CONSULTATION AND DISPUTE RESOLUTION

7. Consultation

7.1 This term applies if:

- a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- b) The change is likely to have a significant effect on employees of the enterprise.

7.2 The Company must notify the relevant employees and any additional parties to the Agreement of the definite decision to introduce the major change.

7.3 The relevant employees may appoint a representative for the purposes of the procedures in this term. If:

- 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;
- c) the Company must recognise the representative.

7.4 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 will have on the employees; 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 proposed; and
 - ii. information about the expected effects of the change on the impacted employees; and
 - iii. any other matters likely to affect the employees.

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

7.5 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees and provide a written response on how the Company may mitigate or avert the impact of the change...

7.6 In this term, a major change is likely to have a *significant effect* on employees if it results in:

- a) major change to the composition, operation or size of the Company's workforce; or
- b) the need to transfer employees to another workplace; or
- c) the restructuring of jobs.

7.7 In this term, *relevant employees* mean the employees who will be directly impacted by the major change.

7.8 **Consultation about changes to regular rosters or hours of work for part time or full time employees**

Changes to the employees' regular roster or ordinary hours shall generally be dictated by requirements of the Client. A decision to change the employees' regular roster or ordinary hours will be notified to affected employees as soon as practicable after the Company makes its decision or the Company is notified of the Client requirements.

In those circumstances, the Company agrees to:

- a) provide to the employee or employees affected and their representatives, if any, information about the change;
- b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- c) give genuine consideration to any views about the impact of the change that are given by the employee or employees concerned and/or their representatives and provide a written response on how the Company may mitigate or avert the impact of the change.

8.8.1 The requirement to consult under this clause does not apply to casual employees or where an employee has irregular, sporadic or unpredictable working hours.

8. **Disputes Avoidance and Settlement**

8.1 In the event of a dispute about a matter under this Agreement, Client Policy and /or Procedure, Company Policy and/or Procedure and the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee, and if requested the employee's representative and the relevant Company representative. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee, the employee's representative and more senior levels of management as appropriate.

- 8.2 If a dispute about a matter arising under this agreement, Client Policy and or Procedure, Company Policy and or Procedure, or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 8.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission or alternative mediator as agreed by the parties for conciliation or mediation.
- 8.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 8.4 Where the matter in dispute remains unresolved following mediation and/or conciliation, either party may refer the dispute to the Fair Work Commission for arbitration.
- 8.5 The Company or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 8.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Company to perform work, whether at the same or another workplace, which is safe and appropriate for the employee to perform.

PART 3—TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

9. Types of employment

- 9.1 The Company may employ an employee in any classification included in this agreement in any of the following types of employment:
- (a) Fixed Term;
 - (b) Casual;
 - (c) Full Time; or,
 - (d) Part Time;

9.2 Fixed Term employment

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 and is based on an average minimum of 35 hours per week.

An employee will not be engaged on a fixed term basis for a period longer than 12 months in total. Where a requirement exists to maintain the Fixed Term Employee’s employment beyond 12 months, the Company shall offer the employee Full Time Employment as outlined in Clause 9.5.

9.3 Casual employment

A **‘Casual employee’** is a person engaged and paid by the Company as such.

- 9.4 Casual employees will be engaged by the hour, with a minimum four hours payment on each engagement. A person engaged as a casual will be paid a loading of 25% on

the relevant permanent employee Per Hour Rate prescribed at Schedule A of this Agreement for their classification. This loading is 25%, and is payment in lieu of;

- (a) Annual Leave and Leave Loading entitlements;
- (b) Personal Leave entitlements;
- (c) Notice of Termination requirements;
- (d) Redundancy entitlements.
- (e) Public Holidays not worked

9.5 A casual employee who has been performing work on a regular and systematic basis for the Company for at least 12 months from the date this Agreement comes into operation may apply to the Company in writing for their status of employment to be converted from casual to permanent employment

9.6 The Company must assess any application within 7 calendar days. The Company must not refuse an eligible employee's request to convert, except in circumstances where the Company has provided the employee with notice in writing of not more than three (3) months that the service contract and/or the commercial arrangement at the mine site is ceasing. For the avoidance of doubt, if the service contract or commercial arrangement at the mine site does not cease, or the employee transfers to an alternative mine site with the Company, the employee's right to convert remains unaffected. Any refusal by the Company shall be explained to the affected employee by providing the reasons in writing and in a face to face meeting (if requested by the employee).

9.7 Casual employees who are approved by the Company, will be provided with a new contract of employment setting out the terms of the engagement. An employee will have up to 14 calendar days to accept the offer. Where an employee does not accept the offer within 14 calendar days, then the employee may not re-apply under this clause for another 12 months. Nothing in this clause requires the Company to increase the hours of a casual employee who has converted to a permanent employee

9.8 Overtime hours paid in accordance with Clause 29 will not attract the casual loading.

9.9 Full time employment

A '**Full time employee**' is a person who is employed as such as described in a letter of offer of employment. The average ordinary hours of work per week will be 35. An employee engaged as a full time employee is entitled to accrue leave outlined in this Agreement.

9.10 Part time employment

A '**Part time employee**' is employed as such as described in a letter of offer of employment. The average ordinary hours of work per week will be less than 35 on a reasonably predictable basis. A part-time employee will be paid per hour 1/35th of the weekly wage for the classification in which the employee is engaged.

9.11 An employee engaged as a part time employee is entitled to accrue leave outlined in this Agreement on a pro rata basis.

- 9.12** At the time of commencement the Company and the part time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. If variation to the pattern is required for example as a result of changes to client rosters then this will be recorded in writing.
- 9.13** All time worked in excess of the hours agreed to will be paid at the relevant overtime rate.

10. Safety

- 10.1** Safety is a priority for the Company. The wellbeing of the Company's employees is a fundamental aspect of the company's success. Any breaches of obligations by employees in relation to workplace health and safety shall be considered serious and will result in disciplinary action which may include termination of employment.
- 10.2** Employees will comply with the relevant Acts, Regulations, Codes of Practice and Advisory Standards, as well as the company's and the client's Workplace Health and Safety policies and procedures and its Life Saving Commitments as amended from time to time, including fatigue management.
- 10.3** Employees shall be required to wear relevant PPE at all times as directed and/or as required by the relevant site or workplace rules and/or procedure.
- 10.4** Employees will be issued with any Company provided clothing/ equipment in accordance with Clause 36 prior to accepting work.

11. Fitness for Work

- 11.1** The parties to this Agreement are committed to taking all reasonable steps to ensure a safe, healthy and productive work environment. Drug and alcohol use or abuse that places this environment at risk will not be tolerated by the Company. It is a requirement that all employees comply with any of the Company's and the client's policies including, but not limited to those relating to:
- (a) Occupational Health & Safety; and
 - (b) Drug & Alcohol Policy; and
 - (c) Code of Conduct and Values.

12. Duties

- 12.1** 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.
- 12.2** Employees must follow all reasonable and lawful directions that are within the employee's ability, given by their Leading Hand/ Supervisor, or any other appropriate person, as nominated by the Company or the client. Should any employee not be able to perform the assigned task for any reason whatsoever, it is

their duty to inform their Leading Hand/ Supervisor or other appropriate person immediately.

- 12.3 Refusal to comply with any reasonable and lawful direction may result in disciplinary action, which may include the termination of employment.

13. Non Attendance, Refusal Of Duty And Stand Down

- 13.1 Employees who do not attend for work, or who do not perform the work the Company or its client 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.

- 13.2 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.

- 13.3 For the avoidance of doubt, non-casual employees that are stood down pending the outcome of an investigation, will be paid as if the employee had worked.

- 13.4 Casual employees that are stood down pending the outcome of an investigation will not be paid, unless the casual employee fully cooperates with the investigation and follows all reasonable and lawful requests throughout the investigation, and the misconduct allegations are found to be not substantiated.

- 13.5 The above shall not restrict the termination of casuals as specified in clause 15 - Termination of Employment.

14. Abandonment of Employment

- 14.1 The absence of an employee from work for a continuous period exceeding three (3) rostered working days without:

- (a) The consent of the Company; or
- (b) A reason acceptable to the Company; or
- (c) Without notification to the Company,

Shall be prima facie evidence that the employee has abandoned their employment.

- 14.2 The Company will make reasonable attempts to contact the employee during this period, using contact details provided by the employee.

- 14.3 The employees must make all reasonable efforts to respond as soon as possible to attempts by the Company to contact the employee.

15. Termination of employment

- 15.1 The employment of a casual employee may be terminated by either the employee or the Company on six hour's notice or pay in lieu, No notice will be provided or paid

in lieu if the casual employee is terminated for misconduct, provided that the misconduct is substantiated in accordance with Company policy and procedure.

15.2 Notice of Termination – Full time and part time employees

- (a) The Company will be required to give notice of termination of employment to the employee in accordance with the following scale:

Period of Continuous Service	Period of Notice
First 12 Months	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) The period of notice to be given to permanent employees is increased by one week in the event the employee is over 45 years old and has completed at least two years continuous service with the Company.
- (c) The Company may elect to pay the employee in lieu of part or all of the period of notice.. The amount of payment instead of notice must be at least the amount the employee would have been paid if their employment continued to the end of the required period of notice.
- (d) Employees are required to give a minimum of one week’s notice of termination. Wherever possible an employee should endeavour to provide enough notice to cover the remainder of the roster cycle.
- (e) If the employee fails to give appropriate notice any forfeiture in lieu may be deducted from monies due to the employee.

15.3 Notice of Termination - fixed term employees

The employment of a fixed term employee will cease by:

- (i) the completion of the specified time; or
- (ii) completion of the assignment, project, site or workplace specific task; or
- (iii) the Company giving notice in accordance with clause 15.215.2(a) (or pay in lieu in accordance with clause 15.2(c)); or
- (iv) the employee giving at least one week’s notice of termination in writing or forfeiture in lieu.

15.4 Nothing in this clause nor any other provision of this Agreement interferes with the right of the Company to dismiss an employee without notice for serious misconduct.

16. Redundancy

16.1 The redundancy arrangements in this Agreement are an industry-specific redundancy scheme and, as such, Subdivision B of Division 11 the NES does not apply. Clause 16 does not apply to employees engaged on a casual basis or for a fixed term or a specified task.

16.2 Definition of redundancy

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

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

(ii) because of insolvency or bankruptcy of the employer.

16.3 Severance payment

Except where clause 16.5 applies, when terminations occur due to redundancy the employees terminated are entitled to severance pay equal to one ordinary week's pay for each completed year of regular and systematic employment.

16.4 Retrenchment payment

(a) Except where clause 16.5 applies, where redundancies occur due to:

(i) technological change;

(ii) market forces; or

(iii) diminution of reserves,

the employees terminated are entitled to retrenchment pay equal to two ordinary weeks' pay for each completed year of employment. This payment is additional to the payment prescribed in clause 16.3. This makes a total of three ordinary weeks' pay for each completed year of employment.

(b) Regardless of length of employment, the minimum payment due to employees under clause 16.4(a) is two ordinary weeks' pay.

16.5 Exemption

The Company is not liable for the payment in clauses 16.3 and 16.4 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; and
- (d) allows the employee to reside in the same general locality as the employee's previous residence.

16.6 Variation of retrenchment pay

Despite anything in this clause, the Company may make application to the Fair Work Commission to be granted relief from the obligation to make a payment pursuant to clause 16.4. A dispute over what is just and expedient may be resolved through the dispute resolution procedure.

PART 4—MINIMUM WAGES AND RELATED MATTERS

17. Classifications

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

(a) Mineworker Level 1

A Mineworker Level 1 is an entry level employee, undertaking the statutory/generic and/or mine site induction and who remains at this level until assessed by the employer to have successfully completed the induction requirements when they then advance to a Mineworker Level 2. The maximum period of time for this level will be 6 months

(b) Mineworker Level 2

A Mineworker Level 2 performs the required tasks under direct supervision. This classification applies to employees until assessed by the employer as meeting the requirements to be classified as a Mineworker Level 3. For the avoidance of doubt a haul truck operator who holds less than 2 years prior experience as a haul truck operator will be classified as a Mineworker Level 2.

(c) Mineworker Level 3

A Mineworker Level 3 is an employee assessed by the Company as competent to perform the required tasks in a variety of operating circumstances and under limited supervision. For the avoidance of doubt a haul truck operator who holds more than 2 years prior experience as a haul truck operator will be classified as a Level 3

(d) Mineworker Level 4

A Mineworker Level 4 is an employee assessed by the Company against the Company's available criteria as competent to perform the required tasks in all relevant operating circumstances at a level above that of a Level 3. May be required to supervise the work of other employees. For the avoidance of doubt the following roles will be classified as a Level 4:

Digger

Multi-skilled Operator (utilising 3 or more skills in operating production equipment)

Qualified Tradesperson

Trainer/ Assessor (but only after attaining 3 years' operating experience and with less than one year's 1 experience as a Trainer/ Assessor)

(e) Mineworker Level 5

A Mineworker Level 5 is an employee appointed as a Deputy or Open Cut Examiner

18. Traineeships

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

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

19. Minimum wages

19.1 The minimum wages which an employee is to be paid are specified in Schedule A—Wage Rates and Allowances.

20. Method of Payment

20.1 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.

20.2 If an employee or the company becomes 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.

Composite wage method

20.3 The Company may pay at its discretion, a composite wage (for example inclusive hourly flat rate or salary method).

- 20.4** Where a composite wage is to be paid, the Company will advise the Employee in writing of this and outline the any wages and allowances or other entitlements under this Agreement that will be satisfied by the rate.
- 20.5** The composite wage will be not less than the amount the employees would have received under this Agreement for the work performed over the roster period for which the composite wages is paid.
- 20.6** For the purposes of the NES the base rate of an Employee receiving a composite wages under this Agreement excludes any loadings, monetary allowances, overtime and penalties.

21. Employee Deductions

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

22. Allowances

- 22.1** Allowances are set out in Schedule A— Wage Rates and Allowances
- 22.2** Adjustment of expense related allowances
- 22.3** At the time of any adjustment to the standard wage rate, each expense related allowance will be increased by the same adjustment factor.

23. Superannuation

- 23.1** The Company will make a contribution of 9.5% to the employees chosen superannuation fund. Superannuation is paid on all rostered hours (including rostered overtime) but is not paid on unrostered hours or unrostered overtime.
- 23.2** An employee, where required by the relevant fund, will make superannuation payments into that fund. An employee's ability to make personal contributions either from pre-tax salary or as a deduction from net pay will be governed by the rules of the selected superannuation fund, legislation and company policy. If the company agrees and an employee chooses to make personal superannuation contributions, their base salary will be adjusted accordingly.
- 23.3** The Company contributions made in accordance with this clause will be in satisfaction of all liabilities in relation to superannuation including any requirement that may exist on the company under the Coal and Oil Shale Mine Workers Superannuation Act 1989 (Qld).
- 23.4** The Mine Super Superannuation Fund will be the default fund if an employee does not choose another eligible complying superannuation fund to receive superannuation contributions on their behalf.
- 23.5** Contributions will be made regardless of an employee's minimum earnings.

PART 5—HOURS OF WORK AND RELATED MATTERS

24. Ordinary hours of work

24.1 The ordinary hours of work will be an average of 35 hours per week. Those hours will be averaged over the roster cycle and may be worked on any or all days of the week.

24.2 All ordinary hours worked by an employee on the following days will be paid for at the following rates:

Day of week	Rate of pay
Monday to Friday	Single time
Saturday	First 4 hours at time and a half After 4 hours at double time
Sunday	Double time

25. Shiftwork

25.1 Definitions

- (a) Afternoon shift means any shift, the ordinary hours of which finish after 6.00 pm and at or before midnight.
- (b) Night shift means any shift, the ordinary hours of which finish after midnight and at or before 8.00 am.
- (c) Permanent night shift employee is an employee who:
 - (i) works night shift only; or
 - (ii) stays on night shift for a longer period than four consecutive weeks; or
 - (iii) works on a roster that does not give at least one-third of the employee's working time off night shift in each roster cycle.

25.2 Shiftwork rates

Rates for shiftwork are payable as follows:

Type of shift	Shift rates
Day shift	Ordinary time
Afternoon and rotating night shifts <ul style="list-style-type: none"> a) Ordinary hours b) Overtime hours 6 or 7 day roster c) All others 	<ul style="list-style-type: none"> a) 115% of the ordinary time rate b) Overtime penalty rate plus 15% of the ordinary time rate for time worked c) Overtime penalty rate
Permanent night shift <ul style="list-style-type: none"> a) Ordinary hours 	<ul style="list-style-type: none"> a) 125% of the ordinary time rate

b) Overtime hours 6 or 7 day roster	b) Overtime penalty rate plus 25% of the ordinary time rate for time worked
c) All others	c) Overtime penalty rate

26. Rostering

- 26.1** 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 of up to thirty minutes including travel. The working hours of the rosters will be consistent with those worked at the client's site.
- 26.2** 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 the subject of consultation in accordance with clause 7.8
- 26.3** 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.

27. Meal breaks

- 27.1** Subject to the provisions in 28.2, 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. Where a client's operations require paid meal breaks additional to two (2), employees will be paid for such meal breaks
- 27.2** The supervisor shall decide the timing and location of meal breaks, based upon health, safety and operational requirements. An employee shall not be required to work for more than five hours without a meal break.

28. Rest Period Between Shifts

- 28.1** 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.
- 28.2** If, as a result of working overtime, an employee has not had at least 10 consecutive hours off duty between the end of the employee's ordinary hours of work on one day and the start of the employee's ordinary hours of work on the next day:
- (a) the employee will be released from duty after that overtime is finished until the employee has had 10 consecutive hours off duty, and
 - (b) there will be no loss of pay for hours of work time which occur during this absence.

- 28.3** If an employee is required to resume work without having had 10 consecutive hours off duty in accordance with clause 28.2 above:
- (a) the employee will be paid at double time during ordinary hours and after that until the employee is released from duty;
 - (b) the employee will then be entitled to be absent for 10 consecutive hours; and
 - (c) there will be no loss of pay for ordinary hours of work time which occur during this absence.

29. Overtime

29.1 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:-

- (i) time and one half for the first three hours Monday to Saturday and double time thereafter, and
- (ii) 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.

29.2 Call-back payment

- (a) If an employee is recalled by the Company to work overtime after leaving the Mine, a minimum payment of at least four hours at the overtime rate will be paid for each time the employee is recalled. Except where unforeseen circumstances arise, the employee may not be required to work the full four hours if task(s) to be performed are completed within a shorter period.
- (b) This call-back payment will not apply:
 - (i) Where an employee has breached safety regulations and has to return to the Mine to perform a specific job outside the employees ordinary working hours (eg tag left on board or danger tags); or
 - (ii) Where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.
- (c) Overtime worked in the circumstances specified in clause 29.2 will not be regarded as overtime for the purposes of a rest period as set down in clause 28 if the actual time worked is less than four hours on any recall or on each of any recalls.

PART 6—LEAVE AND PUBLIC HOLIDAYS

30. Annual leave

30.1 Annual leave entitlements are provided for in the NES. This clause supplements those entitlements and provides industry specific detail.

30.2 Entitlement to annual leave

- (a) An employee is entitled to annual leave, in addition to the amount provided for in the NES, such that the employee's total entitlement to annual leave pursuant to the NES and this agreement for each year of employment is a cumulative total of 175 ordinary hours (five weeks).
- (b) An employee who:
- (i) is a seven day roster employee (ie an employee, other than a six day roster employee who, over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or
 - (ii) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,
- is entitled annually to an additional 35 ordinary hours (one week) of annual leave.

30.3 Accrual of annual leave

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

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

30.4 When annual leave can be taken

- (a) An employee with an annual leave entitlement, who wishes to take all or part of that entitlement will, unless otherwise agreed between the employee and the company, give the company at least 28 days' notice in writing of the amount of leave to be taken. The Company will grant that leave unless, in the company's opinion, the operations of the mine will be affected.
- (b) Unless otherwise agreed, annual leave will be taken within 12 months of the date the employee received the annual leave entitlement.
- (c) In the event of a shut down for any reason, the Company may direct an employee to take all or part of an annual leave entitlement provided at least 14 days' notice in writing is given to the employee.

30.5 Deduction of annual leave

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

30.6 Amount of annual leave to be taken

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

30.7 Payment for annual leave

An employee taking annual leave must be paid either:

- (a) the employee's ordinary rate of pay plus a loading of 20% of that rate; or
- (b) the employee's rostered earnings for the period of annual leave, which includes all rostered overtime and rostered public holidays (paid at double time), but does not include shift allowances, other than for seven day roster employees;

whichever is the greater.

30.8 When payment will be made for annual leave

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

30.9 Taking annual leave in advance

- (a) The company may allow an employee to take annual leave in advance.
- (b) Any annual leave which has been taken in accordance with clause 30.9(a) will be deducted from the employee's entitlement as it accrues.
- (c) The company may deduct from the employee's termination pay the payment for any annual leave taken in advance which the employee has not yet accrued in accordance with clause 30.3

30.10 Shutdown

- (a) The company may apply a system of annual close-down with respect to all or the bulk of employees in a mine in which case at least 28 days' notice shall be given or such shorter period as agreed between the company and the employees affected.
- (b) Employees directly affected by the shutdown who have an entitlement to annual leave may take all or part of that entitlement during the shutdown period.
- (c) Employees who are directly affected by the shutdown and who are not yet entitled to sufficient annual leave may, during the shutdown period, take any annual leave accrued in accordance with clause 30.9. Alternatively, the

employee may elect to take leave without pay. Unpaid leave taken in accordance with this clause will be counted as service.

31. Personal/Carer's leave

31.1 Entitlement

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

Casual employees are not entitled to Personal/Carer's leave.

31.2 Evidence required

- (a) If requested by the Company, the employee must provide a medical certificate or such other evidence as will prove to the Company's reasonable satisfaction that the absence from work was for the reasons set out in the NES.
- (b) The Company shall only require an employee provide a medical certificate or such other evidence in circumstances where the Company has a genuine health or safety concern, or where there is an identified pattern of absences (for example, a trend of absences immediately following or preceding a swing).

(c) If the proof is disputed, such a dispute may be dealt with in accordance with the dispute resolution procedure.

31.3 Payment of personal leave

Personal leave will be paid at the employee's usual rate of pay for the ordinary hours of work that fall during the period of leave. To avoid doubt, an employee paid an aggregate rate or flat rate of pay will be paid that rate of pay for the ordinary hours of work that fall during the period of leave

31.4 Deduction of personal leave

Any personal leave taken must be deducted from the employee's personal leave entitlement as follows:

- (a) where the absence is for fewer than half the ordinary hours component of the shift, no deduction; or
- (b) in all other cases, the full ordinary hour's component of the shift will be deducted for each absence.

32. Community Service Leave

An employee is entitled to community service leave in accordance with the NES.

33. Public holidays

33.1 Public holiday entitlements are provided for in the NES.

33.2 Employees will not be required or rostered to work on Christmas Day and Boxing Day respectively.

33.3 Transfer of recognised public holidays

Where the client's workforce observes a holiday on a day other than the day prescribed the day so observed is the holiday and the actual holiday becomes an ordinary working day.

33.4 Employee not required to work on a public holiday

An employee (other than a casual employee) who is not required to work on a holiday which would otherwise have been a working day for that employee will be paid for that day at the employee's classification rate unless the employee, without good and sufficient reason, fails to work on the employee's:

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

and does not provide evidence in accordance with the NES the employee will be subject to a disciplinary process.

33.5 Employee required to work on a recognised public holiday

- (a) Given the nature of the Company's business and its operational and rostering requirements, employees acknowledge that the Company may require them to work on public holidays excluding Christmas Day and Boxing Day.
- (b) 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.
- (c) Fixed term employees working on public holidays, as recognised at the client's operation shall receive triple time for all hours worked.
- (d) Where employees volunteer to work Christmas Day and/or Boxing Day, the Employee will be paid Triple time their base rate of pay for all hours worked.

34. Long Service Leave

Employees are entitled to Long Service Leave in accordance with relevant Federal Coal Mining Industry Long Service Leave Legislation. When taking long service leave during service with the Company, the employee will be paid their usual rate of pay excluding any casual loading (if applicable), for the ordinary hours of work that fall during the period of the

leave. To avoid doubt, an employee paid an aggregate rate or flat rate of pay will be paid that rate of pay (minus any casual loading, if applicable) for the ordinary hours of work that fall during the period of leave

34.1

PART 7—OTHER

35. Natural Disaster Protocol

35.1 The Parties recognise that the region where Employees reside and work can be subject to natural disasters.

35.2 The Company or its delegate will monitor the development of the natural disaster as advised by the relevant authorities and / or media, in the work area and provide regular updates to those personnel on shift. Where it becomes evident that the nature of the natural disaster may be of a destructive intensity, the Mine Manager or his / her designate will advise personnel accordingly.

35.3 Where the Company or designate is made aware that an employee/s immediate family and / or property may be affected by the activities of a natural disaster, that employee/s will be permitted to leave the workplace without loss of pay for that day.

35.4 Where on subsequent days the employee is unable to attend for work, the employee may elect to apply for unpaid / paid leave to cover the period of absence from their roster.

35.5 Where the threat of the natural disaster has receded (as advised by the relevant authorities and broadcasts), employees who have left the workplace, and no longer have further requirements related to the natural disaster at the home, are expected to return to duty as soon as practicable.

36. Work Clothing

36.1 Employees are entitled to receive 5 pairs of pants and 5 shirts and one pair of safety boots on commencement. Employees will be entitled to receive a further 3 pairs of pants and 3 shirts every 12 months from commencement.

36.2 1 winter jacket will also be provided prior to the first winter worked, and will be replaced after 2 years of work.

36.3 Where the employee terminates employment prior to serving a minimum of three months service, the Company may recover the cost of the clothing from outstanding payments owing to the employee.

36.4 Fair Wear and Tear

Provided all reasonable care has been taken by the employee, and at the discretion of the company, uniforms will be replaced earlier than 12 months if damaged while an employee is carrying out his/her work.

37. Medicals and Inductions

- 37.1** Where the new employee is required to obtain a Standard 11 Induction, BMA Core Induction, Coal Board Medical, Coal Board X-ray or other medical or induction prior to commencement of employment, the cost of the appropriate test and course will be met by the Company.
- 37.2** Where existing employees are required to complete Standard 11 Induction and “Statutory Health Assessment” examination or other examination or induction, the costs of the appropriate test/course will be met by the company and the company will pay for ordinary time hours where the attendance is during rostered hours.

38. Signatories

Signed on behalf of "the Company"


Signed:  (Signature)

Date: 21 December 2020

Name in full: (printed) Nick Gabrielidis

Address of signatory: Level 15 570 Bourke Street Melbourne VIC 3000


Position (with authority to sign the agreement): Executive General Manager

Witnessed By:  (Signature)

Witness name in full: (printed) Sam Willett

Witness Address: Level 15 570 Bourke Street Melbourne VIC 3000

Signed for and on behalf of the employees

Signed:  (Signature)

Date: 21.12.20

Name in full: (printed) Belinda Earsman

Address of signatory: 3/211 Egan Street, South Mackay

Position (with authority to sign the agreement): Operator

Witnessed By:  (Signature)

Witness name in full: (printed) ALAN HAYES

Witness Address: 15 EDMOND ST, MACKAY, 4740

Schedule A—Wage Rates and Allowances

A.1 Wage rates

A.1.1 Weekly and hourly rates are based on 35 ordinary hours per week as shown in the below tables.

A.1.2 12.5hr flat rates apply to a rotating even time shift roster, worked across seven days of the week including public holidays, with shift lengths of up to 12.5hrs per shift. Flat rates for all other roster types must be calculated in accordance with A.2 – Composite Wage Method

Classification	From the first full pay period on or after commencement of this EA		
	Base rate	12.5hr flat rate – non-casual	12.5hr flat rate - casual
Mineworker Level 1	\$25.42	\$37.96	\$42.54
Mineworker Level 2	\$26.56	\$40.48	\$45.37
Mineworker Level 3	\$28.37	\$42.54	\$47.68
Mineworker Level 4	\$29.75	\$44.36	\$49.72
Mineworker Level 5	\$32.80	\$48.48	\$54.33

Classification	From the first full pay period on or after 1 July 2021		
	Base rate	12.5hr flat rate – non-casual	12.5hr flat rate - casual
Mineworker Level 1	\$26.06	\$38.91	\$43.60
Mineworker Level 2	\$27.22	\$41.49	\$46.50
Mineworker Level 3	\$29.08	\$43.60	\$48.87
Mineworker Level 4	\$30.49	\$45.47	\$50.96
Mineworker Level 5	\$33.62	\$49.69	\$55.69

Classification	From the first full pay period on or after 1 July 2022		
	Base rate	12.5hr flat rate – non-casual	12.5hr flat rate - casual
Mineworker Level 1	\$26.71	\$39.88	\$44.69
Mineworker Level 2	\$27.90	\$42.53	\$47.66
Mineworker Level 3	\$29.81	\$44.69	\$50.09
Mineworker Level 4	\$31.25	\$46.61	\$52.23
Mineworker Level 5	\$34.46	\$50.93	\$57.08

Classification	From the first full pay period on or after 1 July 2023		
	Base rate	12.5hr flat rate – non-casual	12.5hr flat rate - casual
Mineworker Level 1	\$27.38	\$40.88	\$45.81
Mineworker Level 2	\$28.60	\$43.59	\$48.85

Mineworker Level 3	\$30.56	\$45.81	\$51.34
Mineworker Level 4	\$32.03	\$47.78	\$53.54
Mineworker Level 5	\$35.32	\$52.20	\$58.51

- A.1.3** During the nominal period of this Agreement, minimum rates of pay will be increased by 2.5% on the first full pay period on or after 1 July every year during the course of the Agreement.
- A.1.4** The above rates are minimum rates of pay and the pay rates of employees employed at the time of commencement of this Agreement will not be reduced as a result of this Agreement. Actual rates will reflect the client rates paid. For the avoidance of doubt, current employees will not be worse off as a result of the Agreement coming into operation.
- A.1.5** Wages paid in excess of those required by this Enterprise Agreement can be used to off-set and absorb any other condition or entitlement contained in this Enterprise Agreement.

A.2 Composite wage method example

10 hr roster - Composite wage method - Commencement rates							
Weekly cycle; Day shift only; 50hrs/wk; Rostered OT = 15 hrs/wk							
Mineworker Level 2							
	Ord M-F	Public Hol	OT (1st 3)	OT (After 3)	Total	Flat	
Perm/Fixed Term	\$24.01						
Casual (25%)	\$30.01	\$54.02	\$48.02	\$48.02			
Hours	33.27	1.73	6.00	9.00	50		
Flat Rate							\$36.25

A.3 Allowances

A.3.1 Except where specifically indicated, the allowances contained in Schedule A.8.2 and A.8.3 of the Black Coal Mining Industry Award, as varied from time to time, will apply to all employees covered by this agreement and are payable in addition to the employee’s classification rate, but are not taken into account in the calculation of any other penalty rate prescribed by the agreement, except where specifically indicated.

A.3.2 Facilitative provision

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

UNDERTAKINGS

AG2020/4060 – Chandler Macleod – Queensland Black Coal Mining Agreement 2020

Ready Workforce Pty Ltd (a Division of Chandler Macleod) Pty Ltd (ACN 088 288 037) and Chandler Macleod Group Limited (ACN 090 555 052) (the **Company**) undertake as follows in respect of the Chandler Macleod – Queensland Black Coal Mining Agreement 2020 (**Agreement**):

1. The National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. Public holidays

Permanent employees (full time and part time employees) working on public holidays, as recognised at the client's operation, shall receive triple time for all hours worked.

3. Accident pay

Clause 18 – Accident pay of the Black Coal Mining Industry Award 2010 (the Award) as at 10 December 2020 is incorporated into the Agreement

Signed on behalf of **Ready Workforce Pty Ltd (a Division of Chandler Macleod) Pty Ltd** (ACN 088 288 037):

Signed:



Date: 12 February 2021

Name in full: Sam Willett

Address of signatory: Level 15, 570 Bourke Street, Melbourne, Vic 3000

Position: General Manager, Employee and Industrial Relations

Signed on behalf of **Chandler Macleod Group Limited** (ACN 090 555 052):

Signed:



Date: 12 February 2021

Name in full: Sam Willett

Address of signatory: Level 15, 570 Bourke Street, Melbourne, Vic 3000

Position: General Manager, Employee and Industrial Relations

Chandler Macleod
Level 5, 345 George Street
Sydney NSW 2000
AUSTRALIA

T: +61 2 9269 8666

www.chandlermacleod.com

ABN: 33 090 555 052

UNDERTAKINGS

AG2020/4060 – Chandler Macleod – Queensland Black Coal Mining Agreement 2020

Ready Workforce Pty Ltd (a Division of Chandler Macleod) Pty Ltd (ACN 088 288 037) and Chandler Macleod Group Limited (ACN 090 555 052) (the **Company**) also undertake as follows in respect of the Chandler Macleod – Queensland Black Coal Mining Agreement 2020 (**Agreement**):

1. Casual employment and flat rates

- a) Should a casual employee, who is paid a flat rate of pay, work hours that are different in any way to the roster provided to them for the flat rate of pay in a particular roster cycle, the Company must undertake a process of reconciliation to ensure that the employee is better off overall than the employee would be if paid in accordance with the Black Coal Mining Industry Award 2010 (the Award).
- b) The reconciliation under clause (a) will be a comparison between the total rostered earnings actually paid to the employee, and the total rostered earnings that the employee would have received for working the hours they worked if they were paid according to the Award
- c) In calculating the total rostered earnings the employee would have received for working the hours they worked if they were paid according to the Award, penalty rates, overtime rates, shift loadings, and the casual loading would be applied on the same basis as for casual 'Staff' employees under the Award.
- d) Where the Company identifies that the employee was not better off overall, the employee must be paid an adjustment in the next pay cycle after the reconciliation, sufficient to leave the employee better off overall for the pay period for which the adjustment is paid.

Signed on behalf of **Ready Workforce Pty Ltd (a Division of Chandler Macleod) Pty Ltd** (ACN 088 288 037):

Signed:



Date: 12 February 2021

Name in full: Sam Willett

Address of signatory: Level 15, 570 Bourke Street, Melbourne, Vic 3000

Position: General Manager, Employee and Industrial Relations

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ABN: 33 090 555 052

Signed on behalf of **Chandler Macleod Group Limited** (ACN 090 555 052):

Signed:



Date: 12 February 2021

Name in full: Sam Willett

Address of signatory: Level 15, 570 Bourke Street, Melbourne, Vic 3000

Position: General Manager, Employee and Industrial Relations

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