



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

WorkPac Pty Ltd
(AG2019/1335)

WORKPAC COAL MINING AGREEMENT 2019

Coal industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 28 JUNE 2019

Application for approval of the WorkPac Coal Mining Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *WorkPac Coal Mining Agreement 2019 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by WorkPac Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The CFMMEU – Mining and Energy Division, “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 July 2019. The nominal expiry date of the Agreement is 27 June 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2019/1335

Applicant: WorkPac Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

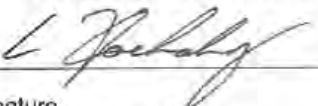
Undertaking- Section 190

I, Cameron Hockaday, Group General Manager, Commercial for WorkPac Pty Ltd give the following undertakings with respect to the WorkPac Coal Mining Agreement 2019 ("the Agreement"):

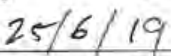
1. I have the authority given to me by WorkPac Pty Ltd and WorkPac Mining Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. WorkPac Pty Ltd and WorkPac Mining Pty Ltd hereby gives the following undertaking pursuant to s.190 *Fair Work Act 2009* (Cth):

Schedule 1 Classification Definitions

- a) In relation to Mineworker (Level A), this classification is intended to apply, by way of non-exhaustive example, to employees undertaking cleaning of ablution blocks or amenities, walkways and demountable offices on a mine site but who are not otherwise undertaking duties undertaken by a Coal Mine Worker. For the avoidance of doubt, employees classified as Mineworker (Level A) will not perform any duties or training directly associated to or connected with the extraction, mining and/or processing of black coal. Further, Employees classified as Mineworker (Level A) will not perform any duties or training towards those indicative competencies as described in Level 1 Mineworker (Entry Level) through to Level 5 Mineworker (Specialised) of Schedule 1.
 - b) For the avoidance of doubt, the following role will be classified as a Level 3 Mineworker (Experienced):
 - i. Blast Crew.
 - c) For the avoidance of doubt the following role will be classified as a Level 4 Mineworker (Advanced):
 - i. Shot Firer.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date

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.



WORKPAC COAL MINING AGREEMENT 2019

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I Agreement Application and Operation

1.1 Title of Agreement

WorkPac Coal Mining Agreement 2019 (the Agreement).

1.2 Parties to the Agreement

1.2.1 The parties to this Agreement are:

- WorkPac Pty Ltd [ABN 52 111 076 012] (the Company); and
- WorkPac Mining Pty Ltd [ABN 59 101 479 681] (the Company); and
- WorkPac Coal Mine Workers (CMW)/ Employees.

1.2.2 All WorkPac employees covered by this Agreement are referred to as Coal Mine Workers (CMW) or Employees.

1.3 Period of Operation

1.3.1 This Agreement shall commence seven (7) days after an approval notice issued by the Fair Work Commission; and

1.3.2 The nominal expiry date of this Agreement is four (4) years from when the Agreement is approved by the Fair Work Commission.

1.4 Application of Agreement

1.4.1 This Agreement shall apply to and be binding upon the Company in relation to Employees that are employed in the black coal mining industry whose duties are directly connected with the day to day operation of a black coal mine site.

1.5 Scope and Intent of Agreement

1.5.1 This Agreement shall cover all work directly connected with the day to day operation of a black coal mine site within all States and Territories of Australia.

This Agreement shall incorporate the Black Coal Mining Industry Award 2010, as varied from time to time. Should there be an inconsistency between this Agreement and the Black Coal Mining Industry Award 2010 then this Agreement shall prevail. This Agreement is not intended to displace the NES, which will apply to the extent of any inconsistency.

1.6 Definitions

In this Agreement:

"The Act" shall mean the "Fair Work Act 2009" itself or any other legislation that replaces it.

"Adult Trainees" shall mean those trainees bound to this agreement who have more than 10 years continuous employment in one or more industry(s) and who have recognised transferrable skills (i.e. Cert 2 equivalent skills).

"Agreement" shall mean the WorkPac Coal Mining Agreement 2019.

"Average Working Week" shall mean the average weekly working hours in a pay period averaged over a roster cycle.

"Award" shall mean the Black Coal Industry Award 2010, as amended from time to time.

"Casual CMW" shall mean CMW(s) who are engaged as a casual. Casual CMW(s) will receive a minimum payment of six (6) hours per daily engagement (subject to the inclement weather provisions in Clause 26.2).

"Casual time and a half penalty rate" shall mean 175% of the base rate prescribed in Schedule 2 of this Agreement.

"Casual double time penalty rate" shall mean 225% of the base rate prescribed in Schedule 2 of this Agreement.

"Casual double time and a half penalty rate" shall mean 275% of the base rate prescribed in Schedule 2 of this Agreement.

"Casual triple time penalty rate" shall mean 325% of the base rate prescribed in Schedule 2 of this Agreement.

"Company" shall mean either WorkPac Pty Ltd [ABN 52 111 076 012] or WorkPac Mining Pty Ltd [ABN 59 101 479 681] or both.

"CMW" means a WorkPac Pty Ltd and WorkPac Mining Pty Ltd Employee who is a party to this Agreement.

“De Facto Partner” in relation to an employee shall mean:

- person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- includes a former de facto partner of the employee.

“FWC” shall mean the Fair Work Commission, as amended from time to time.

“Five-day weekend roster employee” means a CMW whose roster cycle is five days and includes a Saturday or Sunday.

“Fixed Term or Assignment CMW” shall mean a non-Casual CMW engaged for a specified period of time which shall be up to 12 months.

“Full Time CMW” shall mean a CMW whose average ordinary hours of work will be no less than thirty-five (35) hours per week over the roster cycle. A Full Time CMW will accrue annual leave and personal leave and will not be entitled to the 25% casual loading.

“Immediate family” shall mean:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the CMW; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the CMW.

“Inclement Weather” shall mean the existence of abnormal weather conditions (that can include heavy persistent rain, hail, snow, cold, high winds, severe dust storm, extreme high temperatures, flooding or any combination of these), which has either affected or about to affect the safe operations of any worksite/ mine.

“NES” shall mean the National Employment Standards.

“Ordinary Rate of Pay” shall mean the rate of pay payable to CMWs for their ordinary hours of work on any given day and is inclusive of applicable penalties and loadings when/if due. For the avoidance of doubt, Casual Employees that attract a casual loading as part of their 'ordinary rate of pay' will have the casual loading paid in addition to their applicable; shift, public holiday, overtime penalty rate when/if it is due.

"Part Time CMW" shall mean a CMW who works on average less than 35 hours per week and the CMW has reasonable predictable hours of work. Part time CMWs shall receive on a pro rata basis, equivalent pay and conditions to those of Full Time CMWs.

"Pay rate" shall mean the rate of pay that the CMW is paid which includes the flexible reward scheme.

"Permanent Employment CMW" shall mean CMWs engaged as specified in Clause 6.4.1 (a), (b), (d) but shall not include Clause 6.4.1 (c) i.e. Casual CMWs.

"Roster" means any arrangement of rostered hours worked by the CMW.

"Roster Cycle" means a twelve (12) week period over which a roster repeats and the CMWs average working hours are greater than 35 hours.

"Ordinary hours of work" shall mean a maximum of 35 hours per week.

"Relevant State or Territory vocational education and training legislation" means the following or any successor legislation:

- Australian Capital Territory: Training and Tertiary Education Act 2003;
- New South Wales: Apprenticeship and Traineeship Act 2001;
- Northern Territory: Northern Territory Employment and Training Act 1991;
- Queensland: Vocational Education, Training and Employment Act 2000;
- South Australia: Training and Skills Development Act 2008;
- Tasmania: Vocational Education and Training Act 1994;
- Victoria: Education and Training Reform Act 2006; or
- Western Australia: Vocational Education and Training Act 1996

"RTO" means Registered Training Organisation.

"Six day roster employee" means a CMW who over the roster cycle is rostered to work on any six days of the week.

"Seven day roster employee" means a CMW who over the roster cycle is rostered to work on the seven days of the week.

"Standard rate" shall mean the minimum weekly wage for a Mineworker Level 2.

"Trainee" means a CMW undertaking a traineeship under a Training Contract.

"Traineeship" means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.

"Training Contract" means an agreement for a traineeship made between the Company and a CMW which is registered with the relevant State or Territory authority.

"Training Package" means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package.

2 Individual Flexibility

2.1 The Company and a CMW covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one (1) or more of the following matters and is applicable to the CMW:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.

- (b) the arrangement meets the genuine needs of the Company and CMW in relation to one (1) or more of the matters mentioned in Clause 2.1 (a); and
 - (c) the arrangement is genuinely agreed to by the Company and CMW.
- 2.2 The Company will ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* Cth (**the Act**); and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the CMW being better off overall than the CMW would be if no arrangement was made.
- 2.3 The Company will ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and CMW; and
 - (c) is signed by the Company and CMW and if the CMW is under 18 years of age, signed by a parent or guardian of the CMW; 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 CMW will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and States the day on which the arrangement commences.
- 2.4 The Company will give the CMW a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 2.5 The Company or CMW may terminate the individual flexibility arrangement:
- (a) by giving twenty-eight (28) days written notice to the other party to the arrangement; or
 - (b) if the Company and CMW agree in writing — at any time.

3 Higher Duties

- 3.1 Where a CMW is directed to work for more than four (4) hours on any day on a classification of work carrying a higher rate than the CMW's usual classification, the CMW shall be paid the higher rate for the whole day.
- 3.2 Where a CMW is directed to work for less than 4 hours on any day on a classification of work carrying a higher rate than the CMW's usual classification, the CMW shall continue to be paid at their usual rate of pay for such period.

4 Deduction of Monies

- 4.1 Wages will be paid subject to the CMWs authorised deductions as agreed with the Company. The CMW authorises the Company to deduct from their Wages (including leave and termination payments):
 - (a) all taxes, payable by law;
 - (b) all identified and justified overpayments;
 - (c) any amount attributable to unauthorised absences, approved unpaid leave or monies owing to the Company; and
 - (d) any other deductions authorised by the CMW and agreed by the Company or as required or permitted by law.
- 4.2 CMWs authorise the Company to deduct from any wages or entitlements payable or owing to the CMW, any overpayments made in error by the Company to the CMW upon the Company providing a written notification of an overpayment to the CMWs last known home address, last known email address or current work address.
- 4.3 Overpayments will be deducted via reasonable amounts over a reasonable period of time as agreed between the Company and the CMW.
- 4.4 The Company commits to ensure the provisions of section 324 of the Act are followed regarding any prior attempt in the pursuit of deduction of any monies from its CMWs.
- 4.5 The Company commits that where there is an acknowledged underpayment that this will be rectified and paid to the affected CMW(s) as soon as possible which will not extend past the next business day where

possible, and in the event this cannot be achieved, the maximum period will be the next pay run.

5 No Extra Claims

The parties will not, during the term of this Agreement, pursue any further claims about any matter which pertains to the employment relationship.

6 Contract of Employment

6.1 Qualifying Period

6.1.1 Full Time and Part Time CMWs will initially be engaged on six (6) months qualifying period, during which time their performance will be monitored. The CMW's employment status will be confirmed following completion of a satisfactory probation period. Where a CMW has exercised a right to convert pursuant to Clause 6.4.8, this Clause will not apply.

6.2 Lawful directions

6.2.1 It is important that CMWs follow all reasonable and lawful directions that are within the CMW's ability, given by their Leading Hand/Supervisor, or any other appropriate person, as nominated by the Company or Client. Should any CMW 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.

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

6.3 Skills, Competence & Training

6.3.1 CMWs are required to perform work within their skill, competence and training as required by the Company. It is agreed that CMWs will undertake all training as directed for the performance of work and the development of skills.

6.4 Status of Employment

- 6.4.1 CMWs under this Agreement will be engaged in one of the following categories as specified in their notice of offer of employment:
- (a) Full-Time CMWs; or
 - (b) Part-Time CMWs; or
 - (c) Casual CMWs; or
 - (d) Fixed Term or Assignment CMWs;
- 6.4.2 CMWs engaged in one of the above categories will be engaged as either a Base Rate CMW or a Flat Rate CMW. The method of remuneration for base rate and Flat Rate CMWs is set out in Clause 9.1.1.
- 6.4.3 CMWs engaged and paid the base rate of pay shall be referred to in this agreement as Base Rate CMWs.
- 6.4.4 CMWs engaged and paid the flat rate of pay shall be referred to in this agreement as Flat Rate CMWs.
- 6.4.5 At the time of their engagement, the Company will inform each CMW of the status and terms of their engagement.

Casual CMWs

- 6.4.6 Casual CMWs will be engaged for a minimum of six (6) hours (subject to the inclement weather provisions set out in clause 26.2);
- (a) A person engaged as a Base Rate casual, as defined in Clause 9.1.1, will be paid a casual loading of 25% on the base rates prescribed herein. The casual loading is in lieu of all paid leave entitlements to which a Full Time or Part Time or Fixed Term or Assignment CMW are entitled to (with the exception of long service leave).
 - (b) A person engaged as a Flat Rate Casual CMW, as defined in Clause 9.1.1, has the casual loading referred to in clause 6.4.6 incorporated into the flat rate of pay (i.e. the casual loading of 25% on the base rate of pay for the applicable classification is incorporated into the flat rate of pay).

6.4.7 For clarity, the casual loading of 25%, referred to in clause 6.4.6(a) and which is incorporated into the flat rate of pay referred to in clause 6.4.6(b) is made up of the following components:

- (a) 11% is paid in lieu of Annual Leave and Leave Loading entitlements;
- (b) 5% is paid in lieu of Personal Leave entitlement;
- (c) 4% is paid in lieu of Notice of Termination entitlements;
- (d) 2.5% is paid in recognition of the itinerant nature of casual work; and
- (e) 2.5% is paid in lieu of Redundancy entitlements.

6.4.8 Application to convert engagement from casual to permanent

This clause applies to Casual CMWs as defined in clause 1.6 of this Agreement.

- a) A Casual CMW who has been performing work on a regular and systematic basis for the Company for at least 12 months may apply to the Company in writing for their status of employment to be converted from Casual CMW to Permanent Employment CMW (but not to a Fixed Term or Assignment CMW).
- b) Following an application by a Casual CMW, the Company must assess the application within 7 calendar days.
- c) The Company must not refuse an eligible CMW's request to convert his or her employment status, except in circumstances where the Company has provided the CMW 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.
- d) For the avoidance of doubt, if the service contract or commercial arrangement at the mine Site does not cease, or the CMW transfers to an alternative mine site with WorkPac, the CMW's right to convert remains unaffected.
- e) Any refusal by the Company shall be explained to the affected CMW(s) by providing the reasons in writing and in a face to face meeting (if requested by the CMW).

- f) Casual CMWs who are approved by the Company, will be provided with a new Notice of Offer of employment setting out the terms of the engagement.
- g) Where a Casual CMW is provided a new Notice of Offer in accordance with this clause, they will have up to 14 calendar days to accept the offer. Where a CMW does not accept the offer within 14 calendar days, then the Casual CMW may not re-apply under this clause for another 12 months.
- h) Nothing in this clause requires the Company to increase the hours of a Casual CMW who has converted to a Permanent Employment CMW.

Part Time CMWs

6.4.9 A Part Time CMW is a CMW who:

- a) Works less than 35 hours per week (on average over the roster cycle);
- b) Has reasonable predictable hours of work; and
- c) Receives, on a pro rata basis, equivalent pay and conditions afforded to those of Full Time CMWs who do the same kind of work.

6.4.10 For each ordinary hour worked, a Part-Time CMW will be paid no less than the ordinary time hourly rate for the relevant classification and pro rata entitlements for those hours.

6.4.11 The Company must inform and get agreement from the Part-Time CMW on engagement of the ordinary hours of work, days of the week and the starting and finishing times each day of their assignment.

6.4.12 Before commencing a period of part-time employment, the CMW and the Company will agree in writing:

- a) that the CMW may work part-time;
- b) upon the hours to be worked by the CMW, the days upon which the hours will be worked and commencing times for the work;
- c) upon the classification applying to the work to be performed; and
- d) upon the period of part-time employment.

- 6.4.13 The terms of an agreement to work part-time may be varied, in writing, by consent.
- 6.4.14 All time worked in excess of the hours as mutually arranged will be overtime and paid for in accordance with Clause 15.3.
- 6.4.15 A copy of the agreement and any variation to it will be provided to the CMW by the Company.

Fixed Term or Assignment CMWs

- 6.4.16 A Fixed Term or Assignment CMW cannot be engaged on single or consecutive fixed term arrangement/s that are greater than 12 months in length.
- 6.4.17 A Fixed Term or Assignment CMW who continues to be engaged past 12 months, will convert to a Full Time or Part Time CMW by the next pay period.

6.5 Termination of Employment

- 6.5.1 For the termination of employment initiated by the Company the period of notice to be provided by the Company is:

Where the CMW's Period of Continuous Service with the Company is:	The Period of Notice is:
All Casual CMWs	6 hours
All Permanent CMWs:	
Up to 1 year	1 week
year or more but <3 years	2 weeks
years or more but <5 years	3 weeks
5 years or more	4 weeks
The period of notice is to be increased by 1 week where the permanent CMW is over 45 years of age and has completed 2 years of continuous service with the Company at the time of giving of the notice. This additional week only applies to notice given by the Company.	

- 6.5.2 Terminations initiated by CMWs (other than Casual CMWs) require that CMWs must give one (1) weeks' notice of termination of employment. For the avoidance of doubt:
- a) CMWs acknowledge that they may forfeit one (1) week's pay for failing to give the Company notice relative to their termination under this Clause.
- 6.5.3 Casual CMWs will give six (6) hours' notice to the Company of their intent to terminate their Casual Assignment / Employment.
- 6.5.4 Where termination occurs due to redundancy in accordance with Clause 12, the Company shall provide the CMWs (other than Casual CMWs or Fixed Term or Assignment CMWs) with a minimum of four (4) weeks' notice of termination instead of the above provisions in Clause 6.5.1.
- 6.5.5 In the event the Company has terminated the employment of a CMW, other than by summary dismissal, payment in lieu of notice may be substituted for the required notice period. Employment may be terminated by giving part of the period of notice specified and part payment in lieu. Payment shall only be made for the time a CMW would have ordinarily worked during that period.
- 6.5.6 The employment of a Fixed Term or Assignment CMW, or a CMW employed for a project, site or workplace specific task, may be terminated by:
- a) the completion of the specified time; or
 - b) completion of the assignment, project, site or workplace specific task; or
 - c) the notice provision outlined in Clause 6.5.1.
- For the avoidance of doubt, a termination effected as a result of clause 6.5.6(a) or (b) will not qualify a Fixed Term or Assignment CMW for the termination notice outlined in Clause 6.5.1
- 6.5.7 CMWs that are engaged as a "Fixed Term or Assignment" basis prior to termination will be offered and given preferential status of reasonable work transfer opportunities that are within their skill and competence. These offers maybe one of the categories above in 6.4.1 and will be dependent on approval by site suitability and compliance requirements.

Termination of employment by abandonment takes effect as set out in Clause 6.6

- 6.5.8 When a CMW's employment is terminated, the Company shall pay any wages due as soon as practicable, and in any case with the next pay run.
- 6.5.9 Nothing in this clause nor any other provision of this Agreement interferes with the right of the Company to dismiss a CMW without notice for serious misconduct.

Examples of what may constitute serious misconduct include, but are not limited to:

- Breaches of relevant Legislation and/or Regulations;
- Breaches of site or workplace Rules, Policies, Standards and/or Regulations;
- Breaches of site or workplace Rules, Policies, Standards and/or Regulations in regard to Safety;
- Engaging or participating in any illegal activities that are directly related to employment;
- Smoking in any designated No Smoking area. All site or workplace offices inclusive of amenities and any enclosed areas are non-smoking areas. All vehicles and plant are also non-smoking areas;
- Alcohol and Drugs;
 - Possession of, or use of, illegal drugs/illicit substances, prescribed medications (other than in the person's name) and/or use of over the counter medications that can impair a person's ability to perform work in a safe manner.
 - Trade of alcoholic beverages and/or drugs and/or illicit substances.
- Offensive, intimidating or violent behaviour in any form regardless of how or why it was initiated;
- Vandalism;
- Misuse of Company and/or Client property;
- Unauthorised possession of Company or another CMW's property;
- Practical jokes or acts of horseplay;
- Trespass without permit on any restricted access areas;

- Discrimination or harassment of any form, including that relating to race, colour, religion, sex, gender identity, age, national origin, ancestry, disability, trade unions or as provided under the relevant legislation; and
- Possession and/or use of weapons of any kind.

6.6 Abandonment of Employment

6.6.1 The absence of a Full Time, Part Time or Fixed Term or Assignment CMW 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 CMW has abandoned their employment.

6.6.2 In that event:

(a) The Company will make reasonable attempts to contact the CMW to ascertain the reason for their absence.

(b) If the Company is unable to contact the CMW after making reasonable efforts to do so, or the CMW otherwise evidences an intention to abandon their employment, the Company will be entitled to accept the CMW's conduct as amounting to the repudiation of their contract and renunciation of their employment relationship, at which time the CMW's employment will be at an end. A final letter confirming the Company's acceptance of the CMW's conduct and confirming that their employment has come to an end due to the abandonment of their employment will be sent to the CMW.

6.7 Standing Down of CMWs

6.7.1 The Company shall have the right to stand down a CMW without payment for any day (or part of any day) which a CMW cannot be usefully employed because of any breakdown in machinery or any stoppage of work by any cause for which the Client or Company cannot reasonably be held responsible.

- 6.7.2 A CMW who is stood down may elect to use accrued annual leave entitlements or RDOs for such time.

6.8 Safety

- 6.8.1 The health and wellbeing of the Company's CMWs is a fundamental aspect of the Company's success. Any breaches of obligations in relation to workplace health and safety shall be considered serious and will result in disciplinary action which may include termination of employment.
- 6.8.2 CMWs will comply with the relevant Acts, Regulations, Codes of Practice and Australian Standards, as well as the Company's or the Client's Workplace Health and Safety Policies and Procedures, as amended from time to time, including fatigue management.
- 6.8.3 CMWs 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 procedures.
- 6.8.4 Any disputes or grievances relating to safety issues shall be resolved in accordance with the Disputes Settlement Procedure in clause 7. Work shall continue as directed by the Company during any safety dispute, unless the CMW has a reasonable concern about an imminent risk to the health and safety of the CMW or others.

6.9 Fitness for Work

- 6.9.1 The Company expects all CMWs to attend for work in a fit and healthy condition free from the effects of drugs and/or alcohol each day to ensure that work can be performed safely. Accordingly, it is prohibited for a CMW(s) to attend work under the influence of any drug or intoxicant, and the possession of drugs other than those medically prescribed is prohibited on site. If a CMW uses or possesses medically prescribed and / or non-prescribed drugs that can potentially affect an employee's ability to be fit for work, then he/she must declare this to their supervisor when arriving at the site. For the avoidance of doubt, drugs referenced in this clause means; illicit, synthetic drugs, prescription drugs and over the counter medications.
- 6.9.2 If a CMW(s) are found to be in possession of, using and/or under the influence of intoxicants or non-prescribed drugs, he/she will be subject to disciplinary action, which may include suspension without pay or summary dismissal.

- 6.9.3 The CMW(s) bound by this agreement will be required to adhere to the Company's and/ or Client's site alcohol and other drugs procedures, and the CMWs contract of employment which includes pre-employment, random and for cause testing on site. Random testing for the purposes of this clause will be done in paid work time.
- 6.9.4 The Company recognises that where possible, for cause and random testing of CMWs will be consistent with Oral Testing methods contained in Australian/New Zealand Standards AS4760, otherwise AS/NZ 4308 and AS 3547 will apply for all intent and purposes.
- 6.9.5 The Company commits where possible, to inform employees on site prior to the initiation of any random alcohol and other drugs testing under the company's policies and/ or procedures.
- 6.9.6 CMWs bound by this Agreement who require assistance and support will have access to the Company Employee Assistance Program (EAP).
- 6.9.7 For the avoidance of doubt this includes CMWs who may be terminated for Fitness for Work matters.

7 Disputes Settlement Procedure

- 7.1 It is the intention of the parties that all disputes arising out of the interpretation or application of this Agreement and in relation to the NES or in the course of employment shall be dealt with at the local level to the maximum extent possible.

Procedure

- 7.1.1 In the event of any dispute, the parties to the dispute will consult to reach settlement without loss of wages or production, provided always that work shall continue in the usual manner without bans or limitations on the performance of work, unless the CMW has a reasonable concern about an imminent risk to health and safety.
- 7.1.2 The parties to the dispute agree to comply with the words and intent of the Company's dispute settlement procedure outlined below:

Stage 1



Any question or dispute arising in relation to the terms and conditions of this Agreement, in the first instance, will be raised with the CMW's Company representative.

The Company representative will provide a response to the CMW within 48 hours or such other timeframe as agreed between the CMW and the Company representative.

Where the CMW is dissatisfied with the response or the response is not received within 48 hours (or agreed timeframe), the CMW may progress to stage 2 of the process.

Stage 2

In the event that a matter remains unresolved following Stage 1, the CMW may refer the matter to the Manager of the office which issued the most recent notice of offer.

The Manager will respond to the CMW within 48 hours or such other timeframe as is agreed between the CMW and the Manager.

Where the CMW is dissatisfied with the response from the Manager, or the response is not received within 48 hours (or agreed timeframe), the CMW may progress to Stage 3 of this process.

Stage 3

In the event that a matter remains unresolved following Stage 2, the CMW may request that the matter be referred to the appropriate Company Regional Manager.

The Company Regional Manager shall respond within seven (7) working days or such other timeframe as is agreed between the CMW and the Regional Manager.

Where the CMW is dissatisfied with the response from the Company Regional Manager, or the response is not received within seven (7) working days (or agreed timeframe), the CMW may progress to Stage 4 of this process.

Stage 4

In the event that a matter remains unresolved following Stage 3, the CMW may request that the matter be referred to the Company's Industrial Relations Department or CEO.

The Company's Industrial Relations Department or CEO shall respond within seven (7) working days or such other timeframe as is agreed between the CMW and the Regional Manager.

Where the CMW is dissatisfied with the response from the Company's Industrial Relations Department or CEO, or the response is not received within seven (7) working days (or agreed timeframe), the CMW may progress to Stage 5 of this process.

Stage 5

In the event that a matter remains unresolved following Stage 4, the CMW or the Company may refer the matter to Fair Work Commission (FWC) for conciliation and/or arbitration.

The FWC are not authorised to deal with a dispute to the extent that the dispute is about whether the Company had reasonable business grounds in relation to requests from the CMW for flexible working arrangements or an extension of their parental leave of up to 12 months in addition to the available parental leave period.

The FWC is not permitted to arbitrate unless each of the proceeding stages have been completed or where there is agreement between the parties to bypass stages a dispute that is referred to it under this clause, unless it specifically relates to the NES or the interpretation and/or application of this Agreement.

- 7.1.3 At all stages of the dispute settlement procedure, and except where there is an immediate and significant threat to health and safety, work will continue and consideration of the needs of the business will remain a priority.
- 7.1.4 At any stage of this Dispute Resolution Procedure, the CMW may appoint a representative, including another CMW or any other person, to act as the CMW's representative in an attempt to achieve resolution.

8 Classifications

- 8.1 At the commencement of each assignment by way of a notice of offer, a CMW will be assigned to a classification level based on skills, qualifications and experience and in consideration of the substance of the duties to be carried out on the site or workplace. The CMW's classification level,

applicable to the assignment, will be specified in the notice of offer made by the Company to the CMW.

- 8.2 Classifications will be determined on skills required for the particular role and not skills attained, as described in Schedule 1.
- 8.3 The classification structure is set out in Schedule 1.

9 Wage Rates

9.1 Ordinary hourly wage rate

9.1.1 At the election of the Company, a CMW will be paid either:

Base Rate CMWs

- (a) The base rate as prescribed in Schedule 2 for each classification. Base rate CMWs are also entitled to allowances (except as specifically incorporated), overtime and any other entitlements as set out in this Agreement.

Fiat Rate CMWs

- (b) The flat rate of pay as prescribed in Schedules 3, 4 5, 6 and 7 for each classification. Flat rates are provided as compensation for all work including: overtime; weekend penalties; public holiday loadings; shift penalties; annual leave loading (where applicable); casual loading (where applicable); any industry and special allowances that apply to all CMWs covered by this Agreement and any industry and special allowances specifically incorporated that may not apply to all CMWs covered by this Agreement.

9.1.3 In no case will a CMW be paid less than the applicable ordinary hourly rate, from the relevant pay and classification scale, as amended from time to time. The pay and classification scale is amended in accordance with the relevant legislation.

9.1.4 The Employer on written request from a CMW(s) shall provide to the CMW a reconciliation, comparing entitlements for flat rate CMWs under this Agreement as compared to the equivalent Award classification rate under the Award, for the hours that the CMW worked in the previous roster cycle. In the unexpected event that the reconciliation shows the CMW would have been paid more had the

Award conditions applied, the Company will make a rectification payment (within the next pay period) to the CMW of whatever the higher conditions that have been demonstrated post the reconciliation process.

9.2 Payment of Wages

Payment of wages shall be by direct deposit/electronic funds transfer on a weekly basis to a bank account nominated by the CMW. Where a public holiday or weekend falls on the normal pay day, the payment shall be made as is practicable after the normal pay day.

9.3 Annualised Salary Option

- 9.3.1 The Company at its discretion may implement and/or remove an annualised salary for relevant Permanent Employment CMWs. Prior to this occurring the Company will consult in accordance with Clause 22 with affected CMWs prior to implementing an annualised salary option on their site.
- 9.3.2 For the avoidance of doubt, any annualised salary option will not disadvantage relevant Permanent Employment CMWs for the purposes of their pay and conditions under other parts of this Agreement.
- 9.3.3 Permanent Employment CMWs who are paid an annualised salary option will be entitled to, subject to request, a reconciliation of hours worked versus hours paid under this arrangement prior to their termination, where any discrepancies will be resolved prior to the CMWs final pay.
 - 9.3.3.1 For the avoidance of doubt, consistent with Clause 4 of this Agreement CMWs who have been overpaid will commit to a signed authority to deduct an overpayment made as a result of the annualised salary option.
 - 9.3.3.2 The Company shall in accordance with Clause 4.5 of this Agreement, shall make a payment to the CMW where there is an acknowledged underpayment.
 - 9.3.3.3 For the avoidance of doubt the minimum qualification for a Permanent Employment CMW to be entitled to any annual salary

option will be a minimum of 6 months continuous employment period.

9.4 Trainees

9.4.1 The Company is committed to engaging Trainees in the Black Coal Industry consistent with this Agreement and recognised government endorsed training packages.

9.4.2 The Company where and when possible will ensure that as a priority that any trainee(s) come from the local community closest to the mine where they will be engaged.

9.4.3 The Company will meet all legal requirements regarding the Traineeship program.

9.4.4 The Company will communicate with the recognised RTO and the Trainee during the Traineeship program to ensure the Training Plan is delivered as committed. Part of this process will be making sure all training records are kept up-to-date, and where needed that support for the Trainee's is provided where/when needed.

9.4.5 The following types of traineeships are available under this Agreement:

9.4.5.1 A full-time traineeship based on 35 ordinary hours per week.

9.4.5.2 A part-time traineeship based on less than 35 ordinary hours per week.

9.4.6 Trainee Rates

9.4.6.1 Trainees will be engaged to complete a recognised traineeship program.

9.4.6.2 Trainees will be paid in accordance with the traineeship rates contained within Schedules 2, 3, 4, 5, 6 and 7.

9.4.6.3 Adult Trainees as defined in this Agreement will receive the 2nd Year Trainee Rates as a minimum.

9.5 Wage Increases

9.5.1 Wages increases are identified in Schedules 2, 3, 4, 5, 6 and 7. The rates in Schedule 2 shall be applicable from the effective date of the

approved Agreement. The rates will increase a further 2.5% on 1 July 2020, 2.5% on 1 July 2021, 2.5% on 1 July 2022 and 2.5% on 1 July 2023 on the Base Rates of pay. Rate increases for Casual and Permanent Flat Rates are set out in Schedules 3, 4, 5, 6 and 7.

Protection of Uplifts – Flat Rate CMWs

- 9.5.2 CMWs who are employed on 'Notice of Offers' at the time this Agreement is lodged with the Fair Work Commission and who are receiving over Agreement payments and/or flex up (uplift) arrangements/conditions contained in their Notice of Offers at that date will have those rates (as per clause 9.5.3 to 9.5.10) to become their new "guaranteed flat rate" consistent with the following provisions:
- 9.5.3 For the avoidance of doubt, the 'protection of Uplifts' guarantee in this Clause will apply for the life of this Agreement, and, will only cease on the replacement or termination of the Agreement.
- 9.5.4 If a CMW(s) has a material change in their employment warranting a new Notice of Offer, such as a substantive change in employment category, location/ Client, change in classification or role type, then the guarantee ceases to operate (i.e. the guarantee ends).
- 9.5.5 If any CMW moves to another mine site location, or another role type/ classification, the CMW will be entitled to the same "guaranteed flat rate" as compared to a similar employee, at the same classification, working at the same site location (i.e. parity with a "like for like" employee at the same location and classification). This includes 'acting in higher grade' situations (clause 3) that are for intermittent arrangements (e.g. holiday relief).
- 9.5.6 In the event there is no "like for like" comparison available at the site location, the "guaranteed flat rate" for the CMW will apply.
- 9.5.7 In the event of a dispute as to the applicable rate, Clause 7 – Dispute Resolution will apply.
- 9.5.8 If a CMW has received any rate increases during the life of the Agreement that are in excess of the "guaranteed flat rate", then the

CMW will maintain the "guaranteed flat rate". For clarity, the "guaranteed flat rate" is not changed by any subsequent rate increases.

9.5.9 Alternatively, if the rates of pay provided for in the Agreement then become more than the "guaranteed flat rate", then the Agreement rates of pay will apply from the time of their application.

* For the purposes of clarity (only) the following scenario has been provided by way of example:

- Scenario - A CMW's NOO for a site specific rate as at the time this Agreement is lodged with the Fair Work Commission was at \$47.00 per hour Casual Flat Rate for a level 3 CMW operator. Under this Agreement, the CMW's "guaranteed flat rate" will be maintained at the CMW's flat rate of \$47.00 for the duration of this Agreement. Therefore, any increases added to the uplifted rate of \$47.00 from the time this Agreement is lodged with the Fair Work Commission will be a new "above Agreement" rate, but will not replace their "guaranteed flat rate". However, once the applicable Agreement rate exceeds the \$47.00 "guaranteed flat rate" (e.g. 1 July 2020), then the Agreement rates will apply from that point onwards.

9.5.10 Definition of "guaranteed flat rate" in this Clause above- means as per the applicable Notice of Offer at the time this Agreement is lodged with the Fair Work Commission. For the purposes of clarity, the guaranteed rates for the purposes of this clause, will be confirmed in separate correspondence to each CMW to which this applies.

10 Allowances

The Allowances set out in Clause 10 shall be paid in addition to either the base rate of pay or the flat rate of pay applicable to the CMW who becomes eligible for the allowance, except where the allowance has already been incorporated into the flat rate. For the avoidance of doubt, the standard weekly rate refers to the rate of pay for a Mineworker Level 2.

Where a CMW is paid an above Agreement payment in accordance with Clause 13, such additional payment shall incorporate all allowances that might otherwise apply to the CMW (provided that the total payment to the CMW in gross wages over the roster cycle is not less than they would have received under the Agreement under a base rate plus penalties scenario).

In other words, above Agreement payments can be treated as payments in lieu of applicable additional allowances.

Wage related allowances and reimbursements

Allowance	Percentage of standard rate/reimbursement	Application
Washery allowance	0.63% per day or per shift; minimum payment of 0.32%	<p>Where a CMW is employed in or about a washery</p> <p>This allowance is in substitution of all other disability allowances except water money</p>
Water money	0.49% per shift	<p>Where, through no fault of the CMW, and in the course of duties, a CMW's clothing becomes wet</p> <p>The CMW is to notify the supervisor of the intention to claim water money and the reasons for making it as soon as is possible</p> <p>A CMW regularly receiving water money must not have the payment discontinued without notice</p>

Allowance	Percentage of standard rate/reimbursement	Application
<p>Shaft work (Electrical/Mechanical)</p>	<p>0.59% per shift. Minimum payment of 0.3%</p> <p>Minimum payment of 4 hours at the above rate for employees required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps)</p> <p>A minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping</p>	<p>A CMW is engaged on shaft work</p>
<p>Dirty work</p>	<p>0.23% per shift</p>	<p>Where a CMW has to handle machinery, equipment, appliances or gear of any description which is covered with oil or grease</p>
<p>Confined spaces allowance (Electrical/Mechanical)</p>	<p>0.08% per hour</p>	<p>CMWs working in a space, the dimensions of which necessitate working in a stooped or otherwise cramped position or without proper ventilation, or where confinement within a limited space is unusually discomforting</p>
<p>Height money (Electrical/Mechanical)</p>	<p>0.23% per shift</p>	<p>Where a CMW is engaged on work at a height of 7.5 metres or more above the nearest horizontal plane</p>
<p>First Aid Officer allowance</p>	<p>0.76% per day or shift or attendance at or paid absence from work</p>	<p>Where an CMW is appointed as a first aid officer</p>

Allowance	Percentage of standard rate/reimbursement	Application
First Aid Attendant allowance	0.45% per day or shift	Where an CMW is appointed as a first aid attendant
Boom Welding allowance (does not apply to employees employed under the open cut work model)	0.095% per hour	Where a CMW carries out pressure or x - ray standard welding on booms
Underground allowance (Electrical/ Mechanical)	0.23% per day or shift	A CMW who works underground on any shift
Additional shift allowance - Open cut employees	0.43% per afternoon shift and 0.85% per night shift (additional to the shift work rates)	Where a CMW is engaged on afternoon shift and/or night shift at open cut workings and who is in receipt of the 15% shift allowance
Transport	1. Reimbursement of any expense reasonably incurred in excess of expenses usually incurred travelling between home and normal place of work	When a CMW is required to work during annual leave shut down and the normal means of transport is unavailable and provided the employee attends for work and performs such work as the employer reasonably requires
	2. Payment at ordinary rates for all time reasonably spent outside ordinary hours of work travelling between home and the temporary location beyond the time usually spent in travelling between home and the ordinary location and/or reimbursement of any	When a CMW is required to temporarily work away from their ordinary location

Allowance	Percentage of standard rate/reimbursement	Application
	expense reasonably incurred in such travelling in excess of the expense usually incurred travelling between home and the employee's ordinary location	
	3. Payment for one hour at ordinary rates or the provision of transport at the employer's cost	When a CMW works shiftwork, overtime or pre - shift overtime and the employee's normal means of transport is unavailable

Expense related allowances

Allowance	Rate	Application
Tool allowance	CMWs required to provide necessary tools must be paid an additional \$11.55 per week	Employers will continue to supply tools customarily supplied by them
Meal allowance	\$15.32 for each meal	When an CMW is entitled to a meal allowance in accordance with the provisions of this Agreement

11 Superannuation

11.1 The Company as a minimum will comply with all relevant superannuation legislation as amended from time to time.

The Company will provide for the payment of superannuation on all normal rostered hours of work, but excluding non-rostered or discretionary overtime.

11.2 Salary Sacrifice Superannuation (Only)

- 11.2.1 Consistent with this Agreement and the Australian Taxation Laws (including the Regulations and Guidelines), a CMW may request that WorkPac salary sacrifice any pre-tax remuneration into a complying Superannuation fund nominated by the CMW.
- 11.2.2 WorkPac will, at its own cost, process the salary sacrifice through WorkPac's payroll facility.
- 11.2.3 WorkPac will deduct the amount from the CMW's earnings as described above in 11.4.1 prior to PAYG taxation being applied. This will reduce the CMW's taxable income by the amount of the sacrificed component. The amount sacrificed will appear on the CMW's Payment Summary.
- 11.2.4 WorkPac will exclude any Overtime and other relevant penalty/loading payments prior to deducting the sacrificed amount.
- 11.2.5 A CMW may at any time withdraw from a salary sacrifice arrangement on giving a minimum of 2 pay periods notice to the WorkPac CMW Payroll contact.
- 11.2.6 A CMW may alter the amounts (\$) of salary sacrifice only once per financial year (July to June).
- For example, if a CMW reduces their salary sacrifice \$ or withdraws then any further change or re-entry cannot occur until the next financial year.
- 11.2.7 It is the responsibility of the CMW to make themselves aware (by getting their own financial advice) of the conditions relating to superannuation guarantee and salary sacrificing compliance which may vary from time to time depending on changes to legislation and the terms and conditions of the CMW's complying fund.
- 11.3 In accordance with Superannuation Choice Legislation if the CMW provides insufficient information regarding their choice of superannuation fund then the CMW will be defaulted into Mine Super.

12 Redundancy

The redundancy provisions of Clause 12 only apply to Permanent Employment CMWs.

12.1 Definitions

- 12.1.1 Business includes trade, process, business or occupation and includes part of any such business.
- 12.1.2 Redundancy occurs where the Company has made a definite decision that the Company no longer wishes the job the CMW has been doing to be done by anyone and that decision leads to the termination of employment of the CMW, except where this is due to the ordinary and customary turnover of labour.
- 12.1.3 Transfer of Business includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 12.1.4 Week's pay for the purposes of this clause means the ordinary hours at the base rate of pay for the CMW concerned as prescribed by the relevant schedule of this Agreement. Provided that such rate shall exclude:
- (a) overtime
 - (b) penalty rates;
 - (c) disability allowances;
 - (d) shift allowances;
 - (e) special rates;
 - (f) fares and travelling time allowances;
 - (g) bonuses and/or flexible reward scheme payments; and
 - (h) any other ancillary payments of a like nature.

12.2 Severance Pay

- 12.2.1 Except where clause 12.3 applies, where termination occurs due to redundancy the CMW terminated shall be entitled to severance pay equal to one ordinary weeks' pay for each completed year of employment.

- 12.2.2 Terminated CMWs 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 12.2.1. This makes a total of three ordinary weeks' pay for each completed year of employment.
- 12.2.3 Regardless of length of employment, the minimum payment due to employees under clause 12.2.2 is two ordinary weeks' pay.
- 12.2.4 Continuity of service shall be calculated in the following manner:
- (a) Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating continuous service:
- (i) in a 12-month period the CMW is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (i.e. worker's compensation leave, paid sick leave, paid carers leave);
 - (ii) long service leave, annual leave, public holidays, paid bereavement leave, paid training leave and jury service taken by a CMW will count as time worked;
 - (iii) any interruption or termination of the employment by the Company which has been made with the intention of avoiding obligations under this clause.
- (b) Absences from work which do not count as time worked in calculating continuous service but do not break continuity of service for the purposes of this Agreement include:
- (i) any absence with reasonable cause, proof of which shall be required of the CMW;
 - (ii) any leave without pay taken with the agreement of the Company;
 - (iii) parental leave.

12.3 CMWs exempted

The redundancy entitlements in this Clause 12 do not apply to:

- (a) CMWs terminated as a consequence of serious misconduct, performance or other inability to fulfil the contract of employment; or
- (b) CMWs who resign; or
- (c) CMWs engaged for a Fixed Term or a specific period of time or for a specified task/s; or
- (d) Casual CMWs.

12.4 Treatment of period of service as a Casual CMW for the purposes of redundancy

12.4.1 the consideration of periods of service as a Casual CMW for the purposes of redundancy will be as per the NES and the Act.

12.4.2 However, despite 12.4.1, the prior period of continuous service as a Casual CMW will also be considered for the purposes of redundancy under this Agreement, but only if the following circumstances below apply:

- (a) in accordance with clause 6.4.8, the Casual CMW elects to convert to a Full-time or Part-time CMW and does convert within the period of 20 weeks following the approval date of the Agreement by the FWC (considered an "eligible" CMW), and;
- (b) the eligible Full-time or Part-time CMW is terminated due to redundancy

12.4.3 If the circumstances in clause 12.4.2 (a) and (b) are satisfied and the eligible CMW becomes entitled to a redundancy payment, the eligible Full Time or Part Time CMW will receive a payment under clause 12.2.1 and 12.2.2 for each completed year of continuous service as a Casual CMW (i.e. 3wks per year of completed service, capped at a total amount of 10 weeks pay.

12.4.4 The entitlements under clause 12.4.3 will be in addition to any redundancy entitlement which applies for the period of service as a Full-time or Part-time CMW post the effective date of the conversion referred to in point 12.4.2(a).

12.5 Transfer to lower paid duties

Where a CMW is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the CMW would have been entitled to if the employment had been terminated and the Company may, at the Company's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.6 Alternative employment

12.6.1 The Company is not liable for the payment in clauses 12.2.1, 12.2.2 or 12.4.3 if the Company obtains, or causes to be made available for the CMW, work:

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

12.6.2 Additionally, the Company, in a particular redundancy case, may make application to FWC to have the general severance pay prescription varied if the Company obtains acceptable alternative employment arrangements for a CMW.

12.7 Job Search entitlement

12.7.1 During the period of notice of termination given by the Company in accordance with clause 6.5.4, a CMW shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

12.7.2 If the CMW has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the CMW shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

13 Flexible Reward Scheme

Due to the unique nature and conditions associated with the industry, the Parties agree that the Company may develop and implement a flexible reward scheme that may apply to a CMW(s) engaged under this Agreement and subject to the following:

- 13.1 The scheme may take into account and be based upon client requirements and expectations, skills, safety, production, quality, equipment condition, environmental compliance, market conditions, performance as determined by the Company in its sole discretion;
- 13.2 The scheme will be in addition to any employment benefits provided for in this Agreement and may be paid as an hourly supplement to classification wages or as a weekly or one-off lump sum amount;
- 13.3 The scheme may be withdrawn or varied at any time but cannot be used to reduce the minimum rates otherwise payable under this Agreement. To the extent of any inconsistency in relation to the application of this clause, Clauses 9.5.2 to 9.5.10 take precedent;
- 13.4 In the event that the scheme applies to only one classification, it will not have a flow on to other areas of work or classifications under this Agreement;
- 13.5 Details of any scheme entitlement under this clause will be communicated to the CMW at the commencement of engagement through the Notice of Offer. For the purposes of current CMWs, this clause replaces the Performance Incentive Bonus provisions as detailed in your existing Notice of Offer.

14 Hours of Work – Flat Rate CMW

- 14.1 The provisions of Clause 14 shall only apply to CMWs in receipt of the flat rate of pay as prescribed in Schedules 3, 4, 5, 6 and 7 for the classification of work being performed.
- 14.2 The ordinary hours of work for Flat Rate CMWs shall be a standard work week. CMWs will be required to work reasonable additional hours prescribed in Schedules 3, 4, 5, 6 and 7 averaged over the particular work cycle being worked.
- 14.3 A Flat Rate CMW shall be employed on either day work or shift work and work hours as rostered by the Company to meet business operational

needs. The shift work definitions in clause 15.4 shall be applied to determine if work is shift work.

14.4 Ordinary hours of work for CMWs will be a maximum of ten (10) per day and can be worked on any day Monday to Sunday inclusive, to a total of 35 per week of ordinary hours.

14.5 Work shall be performed in accordance with the following work patterns:

- (a) 5 days on, 2 days off; or
- (b) 4 days on, 4 days off; or
- (c) 5 days on, 5 days off; or
- (d) 6 days on, 6 days off (other than in New South Wales); or
- (e) 7 days on, 7 days off (other than in New South Wales); or
- (f) any other roster combination as determined by the Company (provided that in New South Wales any other roster combination must be in compliance with the Fatigue Management Guide – Guidance for NSW Mining and Petroleum Industries as published by the New South Wales Resource Regulator, and as amended from time to time. For the avoidance of doubt this is also to be read in conjunction with the SafeWork NSW Guide for Managing the Risk of Fatigue of Work (2013) amended from time to time).

14.6 A CMW will not be engaged on a flat rate in circumstances where the CMW is engaged to work less than 35 hours per week, averaged over a four (4) week roster period. For the avoidance of doubt, a CMW engaged by the Company to work less than 35 hours per week, averaged over a four (4) week roster period will be engaged on a base rate pursuant to Clause 15.1 below.

14.6.1 For the avoidance of doubt, any CMW that is engaged under this Agreement for less than an average of 35 hours a week, will be on a basis of base rate plus (any) applicable penalties.

14.7 CMWs are required to work reasonable additional hours (beyond rostered hours) where the company deems it necessary.

14.8 For Flat Rate CMW shift workers, the provisions of Schedules 3, 4, 5, 6 and 7 shall apply where a CMW works in excess of the rostered hours for the flat

rate over a roster period. The rate applicable for additional (non-rostered) overtime shifts which exceed the average weekly limit of the CMW's flat rate, will attract the higher rates as specified in the "Overtime" or "Public Holiday" columns (whichever is applicable) as per Schedules 2, 3, 4, 5, 6 and 7.

- 14.9 Flat Rate CMWs do not receive any additional payment for overtime loadings, weekend penalty rates, shift penalties, annual leave loading, casual loading (where applicable to Casual Flat Rate CMW's), public holiday rates or time worked outside the spread of hours as these have been incorporated into the flat rate (which for the avoidance of doubt, is up to and including the hours of a CMW's rostered shifts).
- 14.10 Where a Flat Rate CMW works hours in excess of the flat rate scenarios as outlined in Schedules 3, 4 5, 6 and 7, the CMW's flat rate of pay must be greater than (by a minimum of 1%) the rate of pay the CMW would otherwise earn as a Base Rate CMW averaged on a per hour basis over the roster cycle.

For example: in the event that a CMW is scheduled to work in excess of an average of 45hrs per week, the CMW's flat rate of pay for the purposes of Clause 14.10, will be calculated by applying the CMW's base rate, plus all relevant loadings and penalties rates to all rostered shifts over a roster cycle to determine total gross earnings, divided by the total number of hours worked, to determine an average hourly gross rate of pay. A CMW who works an average of 47.5hrs per week, or 190 hours over a 28-day roster cycle, would earn on a base plus penalties basis, \$9,500 (gross), which equates to a minimum hourly rate of \$50.00/hr ($9500/190 = \50). In those circumstances, \$50.50 per hour would be the minimum flat rate applicable ($\$50.00 + \0.50).

- 14.11 For the avoidance of doubt, CMWs working "Day Shifts" will be paid the Day Rate in the relevant Flat Rate tables contained in Schedules 3, 4 5, 6 and 7 of this Agreement, whether on a fixed or rotating roster basis. Accordingly, Afternoon and/or Night Shifts worked on a rotating basis will be paid the Afternoon/ Night Rate in the relevant Flat Rate tables contained in Schedules 3, 4 5, 6 and 7 of this Agreement. **This Clause will be not applicable for those CMWs who are eligible for the protection of their "Uplifted rate" under Clause 9.5.2 and 9.5.3.**

15 Hours of Work – Base Rate CMW

15.1 Base rate CMW

15.1.1 The provisions of Clause 15 shall only apply to CMWs in receipt of the base rate of pay as prescribed in Schedule 2 for the classification of work being performed.

15.2 Hours of Work – Day Work

15.2.1 The ordinary hours of work for Full Time Base Rate CMWs working day work, shall be 35 per week or an average of 35 hours per week over the roster period.

15.2.2 A CMW will also be expected to work reasonable additional hours.

15.2.3 The maximum ordinary hours of work on any one day shall be 10 hours.

15.2.4 Ordinary hours can be worked on any day Monday to Sunday inclusive.

15.2.5 Ordinary hours worked on Saturday or Sunday shall be paid in accordance with Clause 15.5 of the Agreement.

15.2.6 Work may be performed in accordance with the following work patterns:

- (a) 5 days on, 2 days off; or
- (b) 4 days on, 4 days off; or
- (c) 5 days on, 5 days off; or
- (d) 6 days on, 6 days off (In NSW where Drive in Drive Out (DIDO) arrangements are in place and there is no camp accommodation, fatigue management plans must be in place that take into account shift length and return driving distances before these rosters are worked); or
- (e) 7 days on, 7 days off (In NSW where Drive in Drive Out (DIDO) arrangements are in place and there is no camp accommodation, fatigue management plans must be in place that take into account shift length and return driving distances before these rosters are worked); or
- (f) any other roster combination as determined by the Company.

15.3 Overtime – Base Rate CMWs

15.3.1 Base rate CMWs are required to work reasonable overtime where the Company deems it necessary.

15.3.2 All hours worked:

- (a) subject to Clause 15, beyond 35 hours per week; or
- (b) beyond 10 hours on any day; or
- (c) on an RDO,

shall be paid as overtime.

15.3.3 All approved overtime hours worked Monday to Friday by five day roster CMWs shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter.

15.3.4 All approved overtime hours worked by Shift workers who work weekends (6/7 day Rosters), these CMWs shall be paid at double time (exclusive of any allowances), for all time worked.

15.3.5 All approved overtime hours worked by (6/7 day Rosters), CMWs on Saturday or Sunday shall be paid at double time (exclusive of any allowances) for all time worked. CMWs called to work overtime on a Saturday or Sunday will be paid for a minimum of three (3) hours at the appropriate rate.

15.4 Shift Work

15.4.1 Definitions

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

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

Permanent night shift CMW is a CMW who:

- (a) works night shift only; or
- (b) stays on night shift for a longer period than four (4) consecutive weeks; or

- (c) works on a roster that does not give at least one-third of the CMW's working time off night shift in each roster cycle.

15.4.2 Shift Work Rates

Type of Shift:	Shift Rates:
Day Shift	Ordinary Time
Afternoon and Rotating Night Shifts: <ul style="list-style-type: none"> • Ordinary Hours Overtime Hours <ul style="list-style-type: none"> • 6 and 7 day roster (where weekends are worked as part of ordinary hours) • all others 	115% of the ordinary time rate overtime penalty rate plus 15% of the ordinary time rate for the time worked overtime penalty rate
Permanent Night Shift Ordinary Hours Overtime Hours <ul style="list-style-type: none"> • 6 and 7 day roster (where weekends are worked as part of ordinary hours) • all others 	125% of the ordinary time rate overtime penalty rate plus 25% of the ordinary time rate for the hours worked overtime penalty rate

15.4.3 Change of Shift for Shift CMWs

A CMW's roster pattern will not be changed, except where:

- (i) one week's notice of any change is given to a Permanent Employment CMW; or
- (ii) 48 hours notice of any change is given to a Casual CMW.

15.4.4 For at least three (3) Consecutive Working Days

If a CMW who normally works on day shift only is required to work shift work on at least three (3) consecutive working days then the CMW will be paid at overtime rates for the first afternoon or night shift so worked and after that the CMW will be paid in accordance with the provisions of Clause 15.4.2 for any other shifts.

15.4.5 For less than three (3) Consecutive Working Days

If the CMW is required to work shift work for a period less than three consecutive working days then overtime rates will be paid for any afternoon or night shift work. An exception to this is where the

requirement is caused by the failure of any other CMW to come on duty at the proper time.

15.5 Weekend Work

15.5.1 Minimum payment for work on Saturday and Sunday

A CMW called on to work on a Saturday or Sunday will be paid for at least three (3) hours at the appropriate rate. The exceptions to this are where:

- the CMW is on ordinary hours of work; or
- the Saturday or Sunday work is continuous with work started the previous day.

15.5.2 Payment for Weekend Work for Monday to Friday CMWs

Day of the Weekend:	Rate of Pay:
Saturday	first 3 hours - time and a half after 3 hours - double time
Sunday	double time

15.5.3 Payment for Weekend Work for 7, 6 or 5 Day Weekend Roster CMWs

Day of the Weekend:	Rate of Pay:
Saturday - ordinary hours	first 4 hours - time and a half after 4 hours - double time
Saturday - overtime hours	double time
Sunday	double time

16 Rostered Days off (RDOs)

16.1 Clause 16 applies to both flat rate CMWs and Base Rate CMWs.

16.2 RDOs may be implemented at a site or workplace as approved by the Company, to meet the Company's operational requirements.

16.3 The following RDO arrangements may be implemented:

- (a) No RDOs in place; or
- (b) Half ($\frac{1}{2}$) to one (1) RDO per 2, 4 or 8 week cycle as specified by the Company, where hours worked per day will accrue on a daily basis at the relevant rate.

Examples (using a 5 day roster, 35 hour CMW):

1 RDO per 2 week cycle accrues at the rate of 0.8 hours per day; or

1 RDO per 4 week cycle accrues at the rate of 0.4 hours per day; or

1 RDO per 8 week cycle accrues at the rate of 0.2 hours per day.

- 16.4 RDO's may, by mutual agreement between the Company and the CMW, be deferred and taken at an alternative date.
- 16.5 Any deferred RDO shall be taken within a period of 6 months from the date of the deferment. If the RDO is not taken within a period of 6 months it shall be paid out, on application by the CMW, at the CMW's pay rate.
- 16.6 Clause 16.3(b) shall not apply to Base Rate CMWs who are accruing an RDO. However, overtime payments of time and a half for the first two hours and double time thereafter shall be paid to Base Rate CMWs for time directed to be worked in excess of 35 hours plus the RDO accrual time. Flat Rate CMWs will continue to be paid their flat rate as prescribed by Schedules 3, 4 5, 6 and 7.

Examples (using a 5 day roster, 35 hour CMW):

Where one (1) RDO is accrued at the rate 0.8 hours per day over a 2 week cycle, overtime shall be paid after 39 hours in a week.

Where one (1) RDO is accrued at the rate 0.4 hours per day over a 4 week cycle, overtime shall be paid after 37 hours in a week.

Where one (1) RDO is accrued at the rate of 0.2 hours per day over an 8 week cycle, overtime shall be paid after 36 hours in a week.

- 16.7 All hours worked by a Flat Rate CMW on their RDO shall be paid for at their ordinary flat rate as prescribed by Schedules 3, 4 5, 6 and 7.
- 16.8 Where a CMW terminates employment with the Company with time accrued towards an RDO, such accrued time shall be paid out at the

CMW's base rate of pay or flat rate of pay (whichever is applicable to the particular CMW).

- 16.9 An RDO may be cashed out at the requesting CMW's base rate of pay (exclusive of any allowances) or flat rate of pay (whichever is applicable to the particular CMW) subject to the Company's absolute discretion.

17 Recall

- 17.1 A CMW who is recalled to work overtime after leaving the mine (whether the CMW was notified before or after leaving the mine) will be paid for at least four (4) hours work at the appropriate rate for each time the CMW is recalled.
- 17.2 Except where unforeseen circumstances arise, the CMW will not be required to work the full four hours if the job to be performed is completed within a shorter period.
- 17.3 Clauses 17.1 and 17.2 will not apply in the following cases:
- where it is customary for a CMW to return to the mine to perform a specific job outside the CMW's ordinary working hours; or
 - where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.
 - For the avoidance of doubt, if the call back is due to the CMW's negligence and/or omission then clause 17.1 shall not apply.

18 Fatigue Break

- 18.1 A CMW who works so many hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the CMW has not had at least ten (10) consecutive hours off duty between these times shall, subject to clause 18.2 be released after completion of such overtime until the CMW has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 18.2 If on the instructions of the Company, a CMW resumes or continues work without having had ten (10) consecutive hours off duty, the CMW shall be paid double time until they are released from duty and will be entitled to be absent until ten (10) consecutive hours off duty has been taken, without loss of pay for ordinary working time occurring during the absence.

19 Meal Breaks

- 19.1 If the CMW is working up to and including ten (10) hour shifts the Employee can access meal breaks of a cumulative total of 30 minutes duration per shift.
- 19.2 If the CMW is working greater than ten (10) hours shifts and up to and including twelve (12) hour shifts the CMW can access meal breaks of a cumulative total of 60 minutes (this may be divided into 2 x 30 minute breaks) duration per shift. The CMW's meal breaks are counted as time worked. The CMW's meal breaks will be taken at such times and location as directed by the Company in accordance with operational and fatigue requirements, provided that no CMW shall be required to work more than five (5) hours without taking a break.
- 19.3 For the purposes of this clause, CMWs shall comply with the Clients Health and Safety Management System with regards to meal breaks.
- 19.4 If a CMW is required to work more than one and a half hours past their rostered shift (exclusive of crib time) then the CMW will, unless agreed otherwise, before starting this overtime be allowed at least 30 minutes for a meal without deduction of pay;
- 19.5 The CMW will also, unless notified the previous day of the requirement to work overtime, be supplied with a meal or paid a meal allowance to the value specified at Clause 10 "Meal Allowance" of the Agreement;
- 19.6 After each four hours of overtime worked after a crib break the CMW will have a further crib break and either be supplied with a meal or be paid a meal allowance; and
- 19.7 Where the overtime worked is not continuous with a CMW's rostered hours, the CMW is entitled to a meal break of 30 minutes without deduction from pay after each five hours worked.

20 Leave Entitlement

20.1 Annual Leave

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

Only Permanent Employment CMWs are entitled to accrue and be paid annual leave.



20.2 Entitlement to annual leave

- (a) A Permanent Employment CMW 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) A Permanent Employment CMW who:
- (i) is a seven day roster employee; or
 - (ii) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,

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

20.3 Accrual of annual leave

- (a) Permanent Employment CMWs, accrue annual leave at the following rate:

- 175 hours per annum for 5 weeks annual leave (average of 3.3654 hours per week)
- 210 hours per annum for 6 weeks annual leave (average of 4.0385 hours per week)

- (b) Annual leave is cumulative from year to year.

- (c) Part-time CMWs accrue annual leave on a pro-rata basis.

20.4 Rate of Pay for Annual Leave

Annual leave shall be paid at a Permanent Employment CMW's pay rate, as applicable immediately prior to the taking of annual leave.

20.5 Deduction of Annual Leave

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

20.6 Calculation of Annual Leave Pay

- (a) A Permanent Employment CMW taking annual leave must be paid the greater of:

- the CMW's ordinary base rate of pay plus a loading of 20% of that rate; or
- the CMW'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 (7) day roster CMWs; or Flat Rate Permanent Employment CMWs shall be paid based on the flat rate of pay as prescribed by Schedules 3, 4 5, 6 and 7 for the classification of work performed multiplied by the ordinary hours deducted. No additional leave loading is payable on the flat rate as it is already incorporated into the flat rate.

20.7 Notice of Taking Annual Leave

- (a) A Permanent Employment CMW must give four (4) weeks' notice of their intention to take annual leave. Annual leave applications are approved or declined by the Company upon consideration of its operational requirements.

Excessive Leave Accruals

- (b) Excessive annual leave accruals shall be defined and dealt with consistent with the Award and/or the NES, as amended from time to time.

20.8 Amount of annual leave to be taken

Unless otherwise agreed between the Company and a CMW, annual leave will be given and taken in periods of not less than one (1) weeks' (or 35 ordinary hours) duration.

20.9 Payment of Annual Leave on Termination

- (a) The Company shall pay a Permanent Employment CMW their full accrual of annual leave in their final pay when their employment is terminated from the Company.
- (b) This payment shall be consistent with the Act and NES (as if taken).

20.10 Cashing out of Annual Leave

- (a) The Company may agree on the cashing out of annual leave consistent with this clause.

- (b) Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing with a Permanent Employment CMW and include:
- The amount of leave to be cashed out and the payment to be made to the CMW for it; and
 - The payment to be made to the CMW for the cashed out annual leave will be the same as what the CMW would have received if they had taken the leave; and
 - The date on which the payment is made; and
 - Be signed by the Company and CMW.
- (c) The Company and CMW must not agree to the CMW cashing out an amount of annual leave if the agreement would result in the CMW's remaining accrued entitlement to paid annual leave being less than one years annual accrual in accordance with clause 20.3.

20.11 **Personal / Carer's Leave Entitlement**

20.11.1 Accrual of personal leave

- (a) Permanent Employment CMWs are entitled to 105 ordinary hours of personal/carer's leave (inclusive of the CMWs NES entitlement) on commencing employment and on each anniversary of commencement. Any personal leave which is not taken by a CMW must accumulate without limitation.
- (b) Part-time CMWs accrue personal leave on a pro-rata basis.
- (c) CMWs are entitled to unpaid carer's leave in accordance with the NES.

20.12 **Evidence required**

- (a) If requested by the Company, the CMW 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. This must be provided to the Company as soon as practicable.
- (b) For the avoidance of doubt, the provision of medical certificates or other evidence (accepted by the Company) shall be provided by the CMW in the following circumstances:
- More than two (2) consecutive days; or
 - For Monday to Friday CMWs - Single days that are before or after a weekend and/or a public holiday.
- (c) Other evidence as referenced above can mean:
- Statutory declarations; or

- Confirmation document from a town chemist; or
 - Site medic/ESO.
- (d) If the proof is disputed, such a dispute may be dealt with in accordance with the dispute resolution procedure.

20.13 Deduction of personal leave

Any personal leave taken must be deducted from the CMWs 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.

20.14 Payment of personal leave

A CMW who takes personal/ carers leave will be paid at their hourly rate of pay for the ordinary hours not worked (i.e. for "Flat Rate" CMW's at their respective Flat Rate of pay, for base plus penalty CMW's at their base rate of pay).

20.15 Cashing out of Personal/ Carers Leave

- (a) The Company will agree to a CMW request to have their personal leave paid out on the following basis:
- (i) The CMW retains a balance of more than 210 hours of untaken paid personal/carers leave; and
 - (ii) There is an application (for example via email); and
 - (iii) The CMW will be entitled to cash out up to:
 - a. 25 hours after the second anniversary of employment;
 - b. 50 hours per annum after every anniversary thereafter;
 - (iv) This is paid at the CMWs rate of pay as they would have received had the CMW taken the leave in accordance with clause 20.14.
- (b) Nothing in this clause prevents the Company from approving the cashing out of additional sick leave, providing that a minimum balance is maintained in accordance with the NES.

20.16 Casual CMWs

Casual CMWs will be entitled to 2 days of unpaid carers leave in accordance with the Fair Work Act 2009.

20.17 Parental Leave

CMWs will be entitled to Parental Leave in accordance with the Fair Work Act 2009.

20.18 Compassionate Leave

20.18.1 In accordance with and subject to the requirements of the Fair Work Act 2009 a Permanent Employment CMW is entitled to 2 days of compassionate leave for each occasion when a member of the CMW's immediate family or a member of the CMW's household;

- a) Contracts or develops a personal illness that poses a serious threat to his/her life; or
- b) Sustains a personal injury that poses a serious threat to his/her life; or
- c) Dies.

20.18.2 A Permanent CMW is entitled to compassionate leave if the leave is for the purpose of spending time with the CMW's immediate family member or member of the household in the circumstances of clause 20.15.1(a) or 20.15.1(b).

20.18.3 The Permanent CMW will be required to give the Company any evidence that the Company reasonably requires of the illness, injury or death.

20.18.4 Permanent Employment CMWs who take compassionate leave in the circumstances referred to in Clause 20.15, will be entitled to payment for the Compassionate Leave at the amount the Permanent Employment CMW would reasonably have expected to be paid if the CMW had worked for the period of paid leave.

20.18.5 Casual CMWs will be entitled to 2 days of unpaid compassionate leave in accordance with Fair Work Act 2009.

20.19 Long Service Leave

20.19.1 CMWs are entitled to Long Service Leave in accordance with relevant Federal Coal Mining Industry Long Service Leave Legislation.

20.20 Jury Service Leave

All Permanent Employment CMWs shall be entitled to paid time off to attend Jury Service subject to providing evidence to the company of

attendance and the repayment of monies paid for such service to the Company.

20.21 **Community Service Leave**

CMWs, including casual employees, are entitled to be absent from work for the purpose of performing certain community service activities such as:

- a 'voluntary emergency management activity'
- jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory.

20.22 **Notification of absence by Casual CMWs**

(a) Where CMWs are not available to complete a rostered shift they will endeavour to notify their relevant WorkPac Representative prior to any such absence.

(b) If the absence is likely to be more than 5 consecutive shifts then the notification by the Casual CMW shall be where possible a minimum of 48 hours notice.

20.23 **Leave to deal with Family and Domestic Violence**

The entitlement and the provision of family and domestic violence leave shall be consistent with the Award and/or the NES, as amended from time to time.

21 Public Holidays

21.1 Entitlement - The public holidays for the purpose of this Agreement shall be:

- Christmas Day,
- Boxing Day,
- New Years Day,
- Australia Day,
- Good Friday,
- Easter Saturday,
- Easter Monday,
- Industry Picnic Day (Tuesday after Easter Monday in New South Wales only);

- Anzac Day,
- Labour Day, as gazetted in the relevant State or Territory,
- Queen's Birthday, and
- Any other day as gazetted in the relevant State or Territory

21.2 CMWs may be required to work on public holidays in accordance with the Fair Work Act.

21.3 All Base Rate CMWs, other than casuals shall be entitled to payment for Public Holidays as prescribed without loss of ordinary pay, except where a CMW has agreed to work on a Public Holiday and is absent without the consent of the Company or absent without reasonable cause.

21.4 A Base Rate CMW required to work on a public holiday as prescribed by this clause shall be paid at the rate of double time for all time so worked in addition to payment for the day at the CMWs ordinary rate of pay. Work performed in excess of the ordinary hours on a public holiday then the CMW is to be paid treble time. **Flat Rate CMW's shall be paid at their ordinary flat rate of pay for any work performed on a public holiday except Christmas and Boxing Day. Flat Rate CMWs will receive as a minimum for work performed on these days, as per the applicable Public Holiday Rate contained in Schedules 3, 4, 5, 6 and 7.**

21.5 The Company will ensure that Base Rate and Flat Rate CMWs (excluding Casual CMWs) will be advised by the Company which two rostered public holidays each calendar year will not be worked without loss of pay. However, the Company may require a CMW(s) for Operational criticality purposes to work one or more of these days. The Company will advise the affected CMW in writing at least 4 weeks prior to the Public Holiday.

21.6 The Company and a majority of the affected CMWs may agree to substitute one of the prescribed public holidays for another day and the prescriptions of this clause will apply to the substituted day. If an agreement cannot be reached then the Company shall make the final determination with a minimum of 4 weeks' notice to the affected CMWs.

21.7 A permanent CMW who has been employed continuously for two weeks and who is:

- (a) terminated by the Company; or
- (b) stood down during December;

and is re-employed by the Company at any time before the end of January in the following year; shall be paid for the public holidays of Christmas Day, Boxing Day and New Years Day when those days occur during the period of the termination or standing down.

22 Consultation

This clause applies if the Company:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce change to the regular roster or ordinary hours of work of employees.

Major change

22.1 For a major change referred to in clause 22 (a):

- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 22.2- 22.7 to apply.

22.2 The relevant CMWs may appoint a representative for the purposes of the procedures in this clause. If:

- (a) a relevant CMW appoints, or relevant CMWs appoint, a representative for the purposes of consultation and
- (b) the CMW or CMWs advise the Company of the identity of the representative;

then the Company must recognise the representative.

22.3 As soon as practicable after making its decision, the Company must:

22.3.1 discuss with the relevant CMWs:

- (a) the introduction of the change; and
- (b) the effect the change is likely to have on the CMWs; and
- (c) measures the Company is taking to avert or mitigate the adverse effect of the change on the CMWs; and

22.3.2 For the purposes of the discussion — provide, in writing, to the relevant CMWs:

- (a) all relevant information about the change including the nature of the change proposed; and
- (b) information about the expected effects of the change on the CMWs; and
- (c) any other matters likely to affect the CMWs.

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

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

22.6 If a term in this 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 clauses 22.1 (a), 22.2 and 22.3 of this clause are taken not to apply.

22.7 In this term, a major change is likely to have a significant effect on CMWs if it results in:

22.7.1 the termination of the employment of CMWs; or

22.7.2 major change to the composition, operation or size of the Company's workforce or to the skills required of CMWs; or

22.7.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

22.7.4 the alteration of hours of work; or

22.7.5 the need to implement or alter shift work arrangements; or

22.7.6 the need to retrain CMWs; or

22.7.7 the need to relocate CMWs to another workplace; or

22.7.8 the restructuring of jobs.



22.7.9 Change to regular roster or ordinary hours of work

22.7.10 For a change referred to in clause 22.1(b):

- a) The Company must notify the relevant CMWs of the proposed change; and
- b) clauses 22.8 to 22.11 apply.

22.8 The relevant CMWs may appoint a representative for the purposes of the procedures in this term.

If:

- (a) a relevant CMW appoints, or relevant CMWs appoint, a representative for the purposes of consultation; and
- (b) the CMW or CMWs advise the Company of the identity of the representative;

then the Company must recognise the representative.

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

- (a) discuss with the relevant CMWs the introduction of the change; and
- (b) for the purposes of the discussion — provide to the relevant CMWs:
 - 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 CMWs; and
 - iii) information about other matters that the Company reasonably believes are likely to affect the CMWs; and
 - iv) invite the relevant CMWs to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (c) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant CMWs.

(d) The Company must give prompt and genuine consideration to matters raised about the change by the relevant CMWs.

(e) In this clause the relevant CMWs means the CMWs who may be affected by the change referred to in subclause 22.7.

23 Accident Pay

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

23.1 Payment to be made during incapacity:

- a) The Company must pay, or cause to be paid, accident pay during the incapacity of the CMW, within the meaning of the applicable workers compensation legislation:
- b) until such incapacity ceases; or
- c) until the expiration of a period of 78 weeks from the date of injury; whichever event will first occur, even if the Company terminates the employees employment within the period.

23.1.1 Meaning of accident pay

For the purposes of 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 CMW under the applicable workers compensation legislation and the weekly amount that would have been received by virtue of this Agreement had the CMW been on paid personal leave at the date of the injury (provided the latter amount is greater than the former amount).
- b) For a further period of 39 weeks a weekly payment representing the difference between the weekly amount of compensation paid to the CMW under the applicable workers compensation legislation and the rate prescribed from time to time for the classification of the incapacitated employee at the date of the injury (provided the latter amount is greater than the former amount).

23.1.2 Pro rata payments

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

23.1.3 When not entitled to payment

A CMW will 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.

23.1.4 Redemptions

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

23.1.5 Damages independent of the Acts

Where the CMW recovers damages from the Company or from a third party in respect of the said injury independently of the applicable workers compensation legislation, such CMW will be liable to repay to the Company the amount of accident pay which the Company has paid under this clause and the CMW will not be entitled to any further accident pay thereafter.

23.1.6 Calculation of period

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.

24 Personal Protective Equipment

- 24.1 Work clothing shall be supplied by the Company prior to a new CMW's engagement on site and will be consistent (as a minimum) with the

following items of safety clothing which must be worn at all times when appropriate:

- 4 x long sleeve shirt; and
- 4 x trouser; and

For the avoidance of doubt the above is a minimum issue of clothing. CMWs who are engaged on rosters such as a 6/6 or 7/7 Roster may shall receive extra allotments to cover their shift pattern.

- 1 Mine Site Winter Jacket or equivalent*; and
- 1 pair of safety boots (which is at the Australia Standards).

For the avoidance of doubt CMWs who are performing roles that require specialised boots (e.g. welders) will be provided appropriate boots in accordance with the relevant Australian Standards.

*in reference to the provision of a Company supplied jacket or equivalent this shall be issued prior to the first winter worked, and will be replaced after 2 years of work or replaced on fair wear and tear.

24.2 CMWs who chose not to receive Company issued boots and/ or Mine Site Winter Jackets in preference of providing their own to the equivalent Australian Standards will be reimbursed on provision of the receipt of the purchase of their own boots and/or Mine Site Winter Jacket up to a maximum of \$100.

24.3 All clothing and footwear mentioned above will be replaced on a fair wear and tear basis on the condition that old clothing or footwear is presented for inspection if required. For the avoidance of doubt, jackets will be replaced for CMWs after 2 years of (continuous) work.

24.3.1 Any work clothing that is deliberately damaged or lost by the CMW will be replaced at the CMW's cost.

24.3.2 Work clothing mentioned in this clause will be subject to the CMW having worked continuously for the Company for a period of at least 12 weeks. Therefore, should the CMW leave within the first 12 weeks of employment via resignation or summary dismissal, then they must return all Company

provided clothing to the Company for the PPE that they have been provided.

24.3.3 No safety equipment or PPE other than that provided and/or approved by the Company is to be worn by a CMW whilst on a worksite.

24.3.4 On commencement of assignment all CMWs must ensure that they have correct safety clothing.

24.3.5 For CMWs who have been employed continuously for more than twelve (12) weeks and who require prescription glasses to undertake their individual roles/tasks on site the following will be provided:

The Company will reimburse (on provision of receipt) up to \$150 reimbursement for the purchase of their prescription glasses.

25 Training and Work-Related Licenses

25.1 All CMWs commit to attending all Company directed training.

25.1.1 CMWs whilst in employment who are directed by the Company to attend training courses that are required for their task related assignment shall be paid for ordinary hours (only) whilst attending training courses.

25.2 CMWs who are required to maintain their trade related licences for the benefit of the Company whilst on assignment shall be reimbursed for the cost for the renewal of those licences on demonstration of receipts and documentation.

25.3 For the avoidance of doubt CMWs who are invited to attend training courses that are not relevant to their assignment tasks will not be paid to attend these courses.

25.4 The Company will pay the cost of Coal Board Medicals in accordance with its statutory obligations.

26 Inclement Weather

26.1 In the event of inclement weather which may impact the safe performance of work, consultation will be held with CMWs concerned, consistent with workplace health and safety principles.

26.2 If a Casual CMW's duties are suspended without the CMW being given a notification at least 4 hours prior to the commencement of their rostered shift, the following entitlements shall apply:

26.2.1 The CMW shall be entitled to a payment for time worked with a minimum payment of 4 hours. If they are not provided with 4 hours' notice then they are paid for 4 hours.

26.2.2 The CMW will be notified of the likely period of the stand down.

26.2.3 Where the CMW has been given notice of the return to work date/day and that shift is affected by weather under this clause, and the CMW has not been provided the minimum notice (4 hours), then they shall receive an additional 4 hour payment in these circumstances.

26.3 If a CMW has been made aware (consistent with the Bureau of Meteorology assessments), that their principal place of residence is or is imminently to be significantly affected by Cyclone, Hurricane, Flooding or Major climatic conditions that threatens their property and family, then the following is occur:

26.3.1 CMW is to notify the Client Supervisor/ Superintendent in person and their WorkPac contact by phone of the circumstances and provide clear evidence of the threat;

26.3.2 Once there is a clear acknowledgement by WorkPac that the purpose of the CMW leaving site is to protect their home and family, then the CMW will leave the site unimpeded.

26.3.3 However, if the CMW has been allocated to essential/ standby services for the purposes of site emergency work, the CMW prior to departing site, CMW(s) will need to ensure that they have informed and consulted with relevant management as per subclause 26.3.1 above.

26.4 Consistent with sub clause 26.3, where the CMW has left site, WorkPac undertakes that their employment will not be adversely affected by WorkPac for CMWs genuine actions pertaining to these circumstances alone.

-----End of General Terms-----



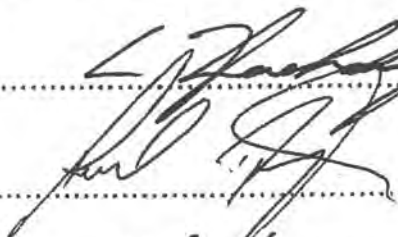
SIGNATORIES

Signed for and on behalf of the "Company"

Name (Print):..... CAMERON HOCKADAY

Company Position:..... GROUP GENERAL MANAGER - COMMERCIAL

Signature: 


Witness:  PAUL DOUGLAS

Date: 17/4/19

Signed for and on behalf of the CMWs

Name: Richard MacQueen

Position: Operator LI Coal Mine Worker (CMW3)

Signature: 

Witness Reonna Corrigan

Date: 12/4/2019



Signed for and on behalf of the CMWs

Name: *JAMES TURNER*

Position: *Coal Mine Worker - trade's assistant*

Signature: *[Handwritten Signature]*

Witness *D. Bartolo*

Date: *15.4.2019*

Optional: Signed for and on behalf of [_____]

Name:

Position:

Signature:

Witness

Date:

Schedule 1: Classification Definitions

Progression through the below classification structure will be by Company appointment only.

Classification	Definition
Mineworker (Level A)	Mineworker (Level A) is a CMW engaged as a cleaner. A CMW at this level uses high pressurised cleaning equipment on a mine site (excluding domestic and commercial cleaning as defined by Cleaning Services Award 2010).
Level 1 Mineworker (Entry level)	Level 1 Mineworker (is the entry level for a non-trade CMW who is 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 Level 2 Mineworker (Inexperienced). The maximum period of time for this level will be 6 months.
Level 2 Mineworker (Inexperienced)	<p>A Level 2 Mineworker (Inexperienced) is a CMW who 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 Level 3 Mineworker.</p> <p>For Non-trade - Competent in less than 4 Advancement Competencies (i.e. Trades Assistants);</p> <p>This level also includes Cleaners performing Supervisory functions of Mineworker (Level A) classification.</p> <p>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 Level 2 Mineworker.</p>

<p style="text-align: center;">Level 3 Mineworker (Experienced)</p>	<p>The minimum competencies for a Level 3 Mineworker are:</p> <p>Non-trade - Competent in 4 Advancement Competencies; Trade – Meets the requirements of Level 2 Mineworker plus 2 Advancement Competencies</p> <p>A Level 3 Mineworker is a CMW who is assessed by the Company as competent to perform the required tasks in a variety of operating circumstances and under limited supervision. A CMW continues in this classification until assessed for advancement to Level 4 Mineworker (Advanced).</p> <p>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 Mineworker.</p>
<p style="text-align: center;">Level 4 Mineworker (Advanced)</p>	<p>Advancement to this classification for trades and non-trades CMWs is not governed by the acquisition of skills alone.**</p> <p>A Mineworker (Advanced) is a CMW who is 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 Mineworker.</p> <p>The minimum competencies for a Level 4 Mineworker (Advanced) are:</p> <p>Non-trade - Competent in more than 4 Advancement Competencies; or Trade - for a trade certificated CMW, this may be achieved by exercising skills which require six (6) post-trade modules of training linked to their trade or an equivalent level of skills in non-trade or cross-trade work.</p> <p>A Mineworker (Advanced) may be required to supervise the work of other CMW's.</p> <p>For the avoidance of doubt the following roles will be classified as a Level 4 Mineworker (Advanced):</p> <ol style="list-style-type: none"> a) Digger; b) Multi-skilled Operator (utilising 3 or more skills in operating production equipment); c) Qualified Tradesperson; d) Trainer/Assessor (but only after attaining 3 years operating experience and with less than one year's experience as a Trainer/Assessor).

<p>Level 5 Mineworker (Specialised)</p>	<p>Advancement to this classification for trades and non-trades CMWs is by Company appointment only.</p> <p>A Level 5 - Mineworker (Specialised) is a CMW assessed by the Company as competent to perform specialised functions beyond the level of a Mineworker (Advanced). A CMW appointed to this classification will undertake a specialised role, which requires them to exercise independent discretion in undertaking functions within the bounds set by the employer.</p> <p>The minimum competencies for a Level 5 Mineworker (Specialised) are:</p> <p>Non-trade – by Company appointment only and must have more than Level 4 Mineworker (Advanced) competencies; or Trade - for a trade certificated CMW, this may be achieved by exercising skills which require twelve post-trade modules of training or an equivalent level of skills in non-trade or cross-trade work.</p> <p>The performance of this role may require the CMW to supervise the work of other CMW's.</p> <p>For the avoidance of doubt the following roles will be classified as a Level 5 Mineworker (Specialised):</p> <ul style="list-style-type: none"> a) Open Cut Examiner/ Deputy b) Supervisor/Team Leader; c) Drag Line Operator; and d) Trainer/Assessor (but only where Trainer/Assessor qualification has been applied and utilised for greater than 1 years experience).
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** For the avoidance of doubt, progression through the classification structure to the classification of Level 4 Mineworker (Advanced) or Level 5 Mineworker (Specialised) will be dependent upon competencies obtained and utilised by the Company on a regular and ongoing basis.

ADVANCEMENT COMPETENCIES:

Open cut mines

Unrestricted Light Vehicle Permit; Dragline operation; Auger operation; Truck operation; Shovel operation; Cable handling; Drilling; Blasting; Shotfiring; Scraper operation; Excavator operation; Loader operation; Grader operation; Dozer operation; Water Cart; Pit Dewatering; Equipment servicing and maintenance; Washplant operation; Coal handling; Reclaim operation; Loader operation; Grader operation; Load out operation; Crusher/conveyor operation; Washplant servicing and maintenance; Tyre fitting; Crane operation; Rigging and dogging; Cross-trade skilling.

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While an employer may require an employee to become competent in one or more of the following, these competencies will not be required for advancement through the classification structure: Equipment servicing; Medium vehicles operation; Low loaders operation; Scaffolding; Minor maintenance; Conveyors; Bobcat; etc.

Underground mines

Face operations, Continuous Miner; Shuttle car operation; FCT operation; Strata control; Board and pillar mining; Face operations, Longwall; Supports installation; Shearer operation; AFC operation; Stage loader operation; Ancillary equipment; Face operations, Shortwall; Recovery and installation of major equipment; Drift and shaft operations; Environmental monitoring; Ventilation control; Fire control and emergency procedures; Geomechanics; Exploration techniques; Training/Safety co-ordination; Systematic Safety Assessment technique; Reviewing complex tasks and resources; Environmental management; Undermanager functions; Deputy functions; Shotfirer; Process Monitoring Control; Washery operations; Train loading operations; Railway maintenance; Haulage winder operation; Cross-trade skilling.

OTHER COMPETENCIES:

While the Company may require a CMW to become competent in one or more of the following, these competencies will not be required for advancement through the classification structure: Coal haulage; Mine services; TQC principles; Roadways; Roof and rib support; Gas drainage; Riggers certificate; Surface operations; Coal stockpile and reclaim; Washery services.



Schedule 2: Ordinary Hourly Rate – Base Rate (+ penalties) CMWs

Permanent Employment - Base Rate (+ penalties) CMWs

Classification	On Approval			01/07/2020			01/07/2021			01/07/2022			01/07/2023		
	Base Rate	1.5 OT Rate	2.0 OT Rate	Base Rate	1.5 OT Rate	2.0 OT Rate	Base Rate	1.5 OT Rate	2.0 OT Rate	Base Rate	1.5 OT Rate	2.0 OT Rate	Base Rate	1.5 OT Rate	2.0 OT Rate
Mineworker A	\$22.98	\$34.47	\$45.96	\$23.55	\$35.33	\$47.10	\$24.14	\$36.21	\$48.28	\$24.75	\$37.13	\$49.50	\$25.37	\$38.06	\$50.74
Mineworker 1	\$24.80	\$37.20	\$49.60	\$25.42	\$38.13	\$50.84	\$26.06	\$39.09	\$52.12	\$26.71	\$40.07	\$53.42	\$27.37	\$41.06	\$54.74
Mineworker 2	\$25.91	\$38.87	\$51.82	\$26.56	\$39.84	\$53.12	\$27.22	\$40.83	\$54.44	\$27.90	\$41.85	\$55.80	\$28.60	\$42.90	\$57.20
Mineworker 3	\$27.68	\$41.52	\$55.36	\$28.37	\$42.56	\$56.74	\$29.08	\$43.62	\$58.16	\$29.81	\$44.72	\$59.62	\$30.55	\$45.83	\$61.10
Mineworker 4	\$29.02	\$43.53	\$58.04	\$29.75	\$44.63	\$59.50	\$30.49	\$45.74	\$60.98	\$31.25	\$46.88	\$62.50	\$32.03	\$48.05	\$64.06
Mineworker 5	\$32.00	\$48.00	\$64.00	\$32.80	\$49.20	\$65.60	\$33.62	\$50.43	\$67.24	\$34.46	\$51.69	\$68.92	\$35.32	\$52.98	\$70.64
Trainee Year 1	\$19.50	\$29.25	\$39.00	\$19.99	\$29.98	\$39.98	\$20.49	\$30.73	\$40.98	\$21.00	\$31.50	\$42.00	\$21.52	\$32.29	\$43.04
Trainee Year 2	\$20.50	\$30.75	\$41.00	\$21.01	\$31.52	\$42.02	\$21.54	\$32.31	\$43.08	\$22.08	\$33.11	\$44.16	\$22.63	\$33.94	\$45.26
Part Time Trainee	\$22.50	\$33.75	\$45.00	\$23.06	\$34.59	\$46.13	\$23.64	\$35.46	\$47.28	\$24.23	\$36.35	\$48.46	\$24.84	\$37.25	\$49.68

Casual Employment – Base Rate (+ penalties) CMWs

Classification	On Approval			01/07/2020			01/07/2021			01/07/2022			01/07/2023		
	Casual Rate	1.5 OT Rate	2.0 OT Rate	Casual Rate	1.5 OT Rate	2.0 OT Rate	Casual Rate	1.5 OT Rate	2.0 OT Rate	Casual Rate	1.5 OT Rate	2.0 OT Rate	Casual Rate	1.5 OT Rate	2.0 OT Rate
Mineworker A	\$28.73	\$40.22	\$51.71	\$29.44	\$41.21	\$52.99	\$30.18	\$42.25	\$54.32	\$30.94	\$43.31	\$55.69	\$31.71	\$44.40	\$57.08
Mineworker 1	\$31.00	\$43.40	\$55.80	\$31.78	\$44.49	\$57.20	\$32.58	\$45.61	\$58.64	\$33.39	\$46.74	\$60.10	\$34.21	\$47.90	\$61.58
Mineworker 2	\$32.39	\$45.34	\$58.30	\$33.20	\$46.48	\$59.76	\$34.03	\$47.64	\$61.25	\$34.88	\$48.83	\$62.78	\$35.75	\$50.05	\$64.35
Mineworker 3	\$34.60	\$48.44	\$62.28	\$35.46	\$49.65	\$63.83	\$36.35	\$50.89	\$65.43	\$37.26	\$52.17	\$67.07	\$38.19	\$53.46	\$68.74
Mineworker 4	\$36.78	\$50.79	\$65.30	\$37.19	\$52.06	\$66.94	\$38.11	\$53.36	\$68.60	\$39.06	\$54.69	\$70.31	\$40.04	\$56.05	\$72.07
Mineworker 5	\$40.00	\$56.00	\$72.00	\$41.00	\$57.40	\$73.80	\$42.03	\$58.84	\$75.65	\$43.08	\$60.31	\$77.54	\$44.15	\$61.81	\$79.47

Schedule 3 – Flat Rates on Approval

On Approval - Flat Rates Permanent Employment CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$27.87	\$32.72	\$45.96
	Afternoon & Night	\$30.55	\$34.00	\$45.96
	Non Rotating	\$32.34	\$35.91	\$45.96
Mineworker 1	Day	\$30.08	\$35.31	\$49.60
	Afternoon & Night	\$32.97	\$37.00	\$49.60
	Non Rotating	\$34.90	\$38.76	\$49.60
Mineworker 2	Day	\$31.42	\$36.89	\$51.82
	Afternoon & Night	\$34.45	\$39.00	\$51.82
	Non Rotating	\$36.46	\$40.49	\$51.82
Mineworker 3	Day	\$33.57	\$40.91	\$55.36
	Afternoon & Night	\$36.80	\$43.00	\$55.36
	Non Rotating	\$38.95	\$43.26	\$55.36
Mineworker 4	Day	\$35.20	\$42.82	\$58.04
	Afternoon & Night	\$38.58	\$44.50	\$58.04
	Non Rotating	\$40.84	\$45.35	\$58.04
Mineworker 5	Day	\$38.81	\$47.07	\$64.00
	Afternoon & Night	\$42.54	\$48.75	\$64.00
	Non Rotating	\$45.03	\$50.01	\$64.00

On Approval – Flat Rates Permanent Trainee CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Trainee Year 1	Day	\$23.65	\$27.77	\$39.00
	Afternoon & Night	\$25.93	\$29.39	\$39.00
	Non Rotating	\$27.44	\$30.48	\$39.00
Trainee Year 2	Day	\$24.86	\$29.19	\$41.00
	Afternoon & Night	\$27.25	\$30.90	\$41.00
	Non Rotating	\$28.85	\$32.04	\$41.00
Part Time Trainee	Day	\$27.29	\$32.04	\$45.00
	Afternoon & Night	\$29.91	\$33.91	\$45.00
	Non Rotating	\$31.66	\$35.16	\$45.00

On Approval - Flat Rates Casual CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$32.34	\$37.19	\$51.71
	Afternoon & Night	\$35.02	\$38.95	\$51.71
	Non Rotating	\$38.81	\$40.38	\$51.71
Mineworker 1	Day	\$34.90	\$40.14	\$55.80
	Afternoon & Night	\$37.79	\$41.50	\$55.80
	Non Rotating	\$39.72	\$43.58	\$55.80
Mineworker 2	Day	\$36.46	\$41.93	\$58.30
	Afternoon & Night	\$39.49	\$43.80	\$58.30
	Non Rotating	\$41.50	\$45.53	\$58.30
Mineworker 3	Day	\$38.95	\$44.80	\$62.28
	Afternoon & Night	\$42.18	\$46.50	\$62.28
	Non Rotating	\$44.34	\$48.64	\$62.28
Mineworker 4	Day	\$40.84	\$46.97	\$65.30
	Afternoon & Night	\$44.22	\$48.50	\$65.30
	Non Rotating	\$46.48	\$51.00	\$65.30
Mineworker 5	Day	\$45.03	\$51.79	\$72.00
	Afternoon & Night	\$48.77	\$53.00	\$72.00
	Non Rotating	\$51.25	\$56.23	\$72.00

Schedule 4 – Flat Rates 1st July 2020

1 July 2020 - Flat Rates Permanent CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$28.56	\$33.53	\$47.10
	Afternoon & Night	\$31.31	\$34.85	\$47.10
	Non Rotating	\$33.14	\$36.80	\$47.10
Mineworker 1	Day	\$30.83	\$36.20	\$50.84
	Afternoon & Night	\$33.80	\$37.93	\$50.84
	Non Rotating	\$35.77	\$39.73	\$50.84
Mineworker 2	Day	\$32.21	\$37.82	\$53.12
	Afternoon & Night	\$35.31	\$39.98	\$53.12
	Non Rotating	\$37.38	\$41.51	\$53.12
Mineworker 3	Day	\$34.41	\$41.93	\$56.74
	Afternoon & Night	\$37.72	\$44.07	\$56.74
	Non Rotating	\$39.92	\$44.34	\$56.74
Mineworker 4	Day	\$36.08	\$43.89	\$59.50
	Afternoon & Night	\$39.55	\$45.61	\$59.50
	Non Rotating	\$41.87	\$46.49	\$59.50
Mineworker 5	Day	\$39.78	\$48.25	\$65.60
	Afternoon & Night	\$43.61	\$49.97	\$65.60
	Non Rotating	\$46.16	\$51.26	\$65.60



1 July 2020 – Flat Rates Permanent Trainee CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Trainee Year 1	Day	\$24.24	\$26.46	\$39.98
	Afternoon & Night	\$26.58	\$30.13	\$39.98
	Non Rotating	\$28.13	\$31.24	\$39.98
Trainee Year 2	Day	\$25.48	\$29.92	\$42.02
	Afternoon & Night	\$27.93	\$31.67	\$42.02
	Non Rotating	\$29.57	\$32.83	\$42.02
Part Time Trainee	Day	\$27.97	\$32.84	\$46.13
	Afternoon & Night	\$30.66	\$34.76	\$46.13
	Non Rotating	\$32.45	\$36.04	\$46.13

1 July 2020 - Flat Rates Casual CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$33.14	\$38.11	\$52.99
	Afternoon & Night	\$35.89	\$39.92	\$52.99
	Non Rotating	\$37.72	\$41.38	\$52.99
Mineworker 1	Day	\$35.77	\$41.14	\$57.20
	Afternoon & Night	\$38.74	\$42.54	\$57.20
	Non Rotating	\$40.72	\$44.67	\$57.20
Mineworker 2	Day	\$37.38	\$42.98	\$59.76
	Afternoon & Night	\$40.48	\$44.90	\$59.76
	Non Rotating	\$42.54	\$46.67	\$59.76
Mineworker 3	Day	\$39.92	\$45.91	\$63.83
	Afternoon & Night	\$43.23	\$47.68	\$63.83
	Non Rotating	\$45.44	\$49.85	\$63.83
Mineworker 4	Day	\$41.87	\$48.15	\$66.94
	Afternoon & Night	\$45.34	\$49.72	\$66.94
	Non Rotating	\$47.65	\$52.28	\$66.94
Mineworker 5	Day	\$46.16	\$53.08	\$73.80
	Afternoon & Night	\$49.98	\$54.33	\$73.80
	Non Rotating	\$52.54	\$57.64	\$73.80

Schedule 5 – Flat Rates 1st July 2021

1 July 2021 - Flat Rates Permanent CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$29.28	\$34.37	\$48.28
	Afternoon & Night	\$32.09	\$35.72	\$48.28
	Non Rotating	\$33.97	\$37.73	\$48.28
Mineworker 1	Day	\$31.61	\$37.11	\$52.12
	Afternoon & Night	\$34.65	\$38.87	\$52.12
	Non Rotating	\$36.67	\$40.73	\$52.12
Mineworker 2	Day	\$33.01	\$38.76	\$54.44
	Afternoon & Night	\$36.19	\$40.97	\$54.44
	Non Rotating	\$38.31	\$42.54	\$54.44
Mineworker 3	Day	\$35.27	\$42.98	\$58.16
	Afternoon & Night	\$38.66	\$45.18	\$58.16
	Non Rotating	\$40.92	\$45.45	\$58.16
Mineworker 4	Day	\$36.98	\$44.98	\$60.98
	Afternoon & Night	\$40.54	\$46.75	\$60.98
	Non Rotating	\$42.91	\$47.65	\$60.98
Mineworker 5	Day	\$40.76	\$49.45	\$67.24
	Afternoon & Night	\$44.70	\$51.22	\$67.24
	Non Rotating	\$47.31	\$52.54	\$67.24

1 July 2021 – Flat Rates Permanent Trainee CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Trainee Year 1	Day	\$24.85	\$29.18	\$40.98
	Afternoon & Night	\$27.24	\$30.88	\$40.98
	Non Rotating	\$28.83	\$32.02	\$40.98
Trainee Year 2	Day	\$26.12	\$30.67	\$43.08
	Afternoon & Night	\$28.64	\$32.47	\$43.08
	Non Rotating	\$30.31	\$33.66	\$43.08
Part Time Trainee	Day	\$28.67	\$33.66	\$47.28
	Afternoon & Night	\$31.43	\$35.63	\$47.28
	Non Rotating	\$33.27	\$36.95	\$47.28

1 July 2021 - Flat Rates Casual CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$33.97	\$39.07	\$54.32
	Afternoon & Night	\$36.79	\$40.92	\$54.32
	Non Rotating	\$38.67	\$42.42	\$54.32
Mineworker 1	Day	\$36.67	\$42.17	\$58.64
	Afternoon & Night	\$39.71	\$43.60	\$58.64
	Non Rotating	\$41.74	\$45.79	\$58.64
Mineworker 2	Day	\$38.31	\$44.05	\$61.25
	Afternoon & Night	\$41.48	\$46.02	\$61.25
	Non Rotating	\$43.60	\$47.83	\$61.25
Mineworker 3	Day	\$40.92	\$47.06	\$65.43
	Afternoon & Night	\$44.32	\$48.66	\$65.43
	Non Rotating	\$46.58	\$51.10	\$65.43
Mineworker 4	Day	\$42.91	\$49.34	\$68.60
	Afternoon & Night	\$46.46	\$50.96	\$68.60
	Non Rotating	\$48.84	\$53.53	\$68.60
Mineworker 5	Day	\$47.31	\$54.41	\$75.65
	Afternoon & Night	\$51.23	\$55.69	\$75.65
	Non Rotating	\$53.85	\$59.03	\$75.65

Schedule 6 – Flat Rates 1st July 2022

1 July 2022 - Flat Rates Permanent CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$30.02	\$35.24	\$49.50
	Afternoon & Night	\$32.90	\$36.61	\$49.50
	Non Rotating	\$34.83	\$38.68	\$49.50
Mineworker 1	Day	\$32.39	\$38.03	\$53.42
	Afternoon & Night	\$35.51	\$39.84	\$53.42
	Non Rotating	\$37.59	\$41.74	\$53.42
Mineworker 2	Day	\$33.84	\$39.73	\$55.80
	Afternoon & Night	\$37.09	\$42.00	\$55.80
	Non Rotating	\$39.26	\$43.60	\$55.80
Mineworker 3	Day	\$36.15	\$44.05	\$59.62
	Afternoon & Night	\$39.63	\$46.30	\$59.62
	Non Rotating	\$41.95	\$46.59	\$59.62
Mineworker 4	Day	\$37.90	\$46.11	\$62.50
	Afternoon & Night	\$41.55	\$47.92	\$62.50
	Non Rotating	\$43.98	\$48.84	\$62.50
Mineworker 5	Day	\$41.79	\$50.69	\$68.92
	Afternoon & Night	\$45.81	\$52.50	\$68.92
	Non Rotating	\$48.49	\$53.85	\$68.92

1 July 2022 – Trainee CMW Flat Rate:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Trainee Year 1	Day	\$25.47	\$29.90	\$42.00
	Afternoon & Night	\$27.92	\$31.65	\$42.00
	Non Rotating	\$29.55	\$32.82	\$42.00
Trainee Year 2	Day	\$26.78	\$31.44	\$44.16
	Afternoon & Night	\$29.36	\$33.28	\$44.16
	Non Rotating	\$31.07	\$34.51	\$44.16
Part Time Trainee	Day	\$29.39	\$34.50	\$48.46
	Afternoon & Night	\$32.21	\$36.52	\$48.46
	Non Rotating	\$34.10	\$37.87	\$48.46

1 July 2022 – Flat Rates Casual CMW:

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$34.83	\$40.05	\$55.69
	Afternoon & Night	\$37.72	\$41.94	\$55.69
	Non Rotating	\$39.64	\$43.49	\$55.69
Mineworker 1	Day	\$37.59	\$43.23	\$60.10
	Afternoon & Night	\$40.70	\$44.69	\$60.10
	Non Rotating	\$42.78	\$46.94	\$60.10
Mineworker 2	Day	\$39.26	\$45.15	\$62.78
	Afternoon & Night	\$42.52	\$47.17	\$62.78
	Non Rotating	\$44.69	\$49.03	\$62.78
Mineworker 3	Day	\$41.95	\$48.24	\$67.07
	Afternoon & Night	\$45.43	\$50.11	\$67.07
	Non Rotating	\$47.75	\$52.38	\$67.07
Mineworker 4	Day	\$43.98	\$50.57	\$70.31
	Afternoon & Night	\$47.62	\$52.23	\$70.31
	Non Rotating	\$50.05	\$54.91	\$70.31
Mineworker 5	Day	\$48.49	\$55.77	\$77.54
	Afternoon & Night	\$52.51	\$57.08	\$77.54
	Non Rotating	\$55.19	\$60.56	\$77.54

Schedule 7 – Flat Rates 1st July 2023

1 July 2023 – Flat Rates Permanent CMW

		35-45 Hour Week		Non-rostered Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$30.77	\$36.13	\$50.74
	Afternoon & Night	\$33.73	\$37.53	\$50.74
	Non Rotating	\$35.70	\$39.65	\$50.74
Mineworker 1	Day	\$33.19	\$38.97	\$54.74
	Afternoon & Night	\$36.39	\$40.84	\$54.74
	Non Rotating	\$38.52	\$42.77	\$54.74
Mineworker 2	Day	\$34.69	\$40.72	\$57.20
	Afternoon & Night	\$38.02	\$43.05	\$57.20
	Non Rotating	\$40.25	\$44.70	\$57.20
Mineworker 3	Day	\$37.05	\$45.16	\$61.10
	Afternoon & Night	\$40.62	\$47.46	\$61.10
	Non Rotating	\$42.99	\$47.74	\$61.10
Mineworker 4	Day	\$38.85	\$47.26	\$64.06
	Afternoon & Night	\$42.58	\$49.12	\$64.06
	Non Rotating	\$45.07	\$50.06	\$64.06
Mineworker 5	Day	\$42.84	\$51.95	\$70.64
	Afternoon & Night	\$46.96	\$53.81	\$70.64
	Non Rotating	\$49.70	\$55.20	\$70.64

1 July 2023 – Trainee CMW Flat Rate

		35-45 Hour Week		Overtime Rate
		Mon-Fri	Mon-Sun	
Trainee Year 1	Day	\$26.10	\$30.64	\$43.04
	Afternoon & Night	\$28.61	\$32.44	\$43.04
	Non Rotating	\$30.28	\$33.63	\$43.04
Trainee Year 2	Day	\$27.45	\$32.22	\$45.26
	Afternoon & Night	\$30.09	\$34.11	\$45.26
	Non Rotating	\$31.85	\$35.37	\$45.26
Part Time Trainee	Day	\$30.13	\$35.37	\$49.68
	Afternoon & Night	\$33.02	\$37.44	\$49.68
	Non Rotating	\$34.96	\$38.82	\$49.68

1 July 2023 – Flat Rates Casual CMW

		35-45 Hour Week		Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	Day	\$35.70	\$41.06	\$57.08
	Afternoon & Night	\$38.66	\$42.99	\$57.08
	Non Rotating	\$40.64	\$44.58	\$57.08
Mineworker 1	Day	\$38.52	\$44.29	\$61.58
	Afternoon & Night	\$41.71	\$45.81	\$61.58
	Non Rotating	\$43.84	\$48.10	\$61.58
Mineworker 2	Day	\$40.25	\$46.29	\$64.35
	Afternoon & Night	\$43.58	\$48.35	\$64.35
	Non Rotating	\$45.81	\$50.26	\$64.35
Mineworker 3	Day	\$42.99	\$49.44	\$68.74
	Afternoon & Night	\$46.56	\$51.38	\$68.74
	Non Rotating	\$48.93	\$53.68	\$68.74
Mineworker 4	Day	\$45.07	\$51.84	\$72.07
	Afternoon & Night	\$48.81	\$53.53	\$72.07
	Non Rotating	\$51.30	\$56.29	\$72.07
Mineworker 5	Day	\$49.70	\$57.16	\$79.47
	Afternoon & Night	\$53.83	\$58.51	\$79.47
	Non Rotating	\$56.57	\$62.07	\$79.47

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IN THE FAIR WORK COMMISSION

FWC Matter No: AG2019/1335

Applicant: WorkPac Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Cameron Hockaday, Group General Manager, Commercial for WorkPac Pty Ltd give the following undertakings with respect to the WorkPac Coal Mining Agreement 2019 ("the Agreement"):

1. I have the authority given to me by WorkPac Pty Ltd and WorkPac Mining Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. WorkPac Pty Ltd and WorkPac Mining Pty Ltd hereby gives the following undertaking pursuant to s.190 *Fair Work Act 2009* (Cth):

Schedule 1 Classification Definitions

- a) In relation to Mineworker (Level A), this classification is intended to apply, by way of non-exhaustive example, to employees undertaking cleaning of ablution blocks or amenities, walkways and demountable offices on a mine site but who are not otherwise undertaking duties undertaken by a Coal Mine Worker. For the avoidance of doubt, employees classified as Mineworker (Level A) will not perform any duties or training directly associated to or connected with the extraction, mining and/or processing of black coal. Further, Employees classified as Mineworker (Level A) will not perform any duties or training towards those indicative competencies as described in Level 1 Mineworker (Entry Level) through to Level 5 Mineworker (Specialised) of Schedule 1.
 - b) For the avoidance of doubt, the following role will be classified as a Level 3 Mineworker (Experienced):
 - i. Blast Crew.
 - c) For the avoidance of doubt the following role will be classified as a Level 4 Mineworker (Advanced):
 - i. Shot Firer.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

25/6/19

Date