



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Ravensworth Coal Management Pty Limited T/A Ravensworth Surface
Operations**
(AG2017/5965)

2017 RAVENSWORTH OPEN CUT ENTERPRISE AGREEMENT

Coal industry

COMMISSIONER SAUNDERS

NEWCASTLE, 5 APRIL 2018

Application for approval of the 2017 Ravensworth Open Cut Enterprise Agreement.

[1] An application has been made for approval of an enterprise agreement known as the *2017 Ravensworth Open Cut Enterprise Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ravensworth Coal Management Pty Limited T/A Ravensworth Surface Operations. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (the 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 Construction, Forestry, Mining and Energy Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[2018] FWCA 1974

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 April 2018. The nominal expiry date of the Agreement is 11 April 2021.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

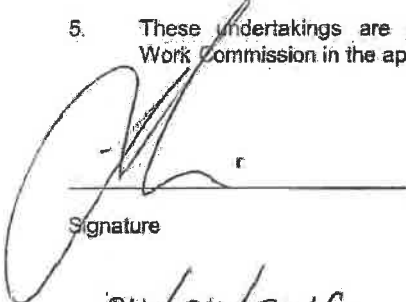
AG2017/5965

Section 185 – Application for approval of a single enterprise agreement

Undertakings- Section 190

I, Tony Morris, Operations Manager for Ravensworth Coal Management Pty Limited give the following undertakings with respect to the *2017 Ravensworth Open Cut Enterprise Agreement* ("the Agreement"):

1. I have the authority given to me by Ravensworth Coal Management Pty Limited (the **Employer**) to provide this undertaking in relation to the application before the Fair Work Commission.
2. In relation to employees who:
 - a. regularly work a '7 Day Roster' referred to in clause 12.1.1, Appendix 1 and Appendix 2 of the Agreement; or
 - b. regularly work a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays;the Employer confirms, such employees are shift workers for the purposes of the National Employment Standards (NES).
3. In relation to clause 8.7(2) of the Agreement, the Employer confirms that notwithstanding clause 8.7(2) of the Agreement, if an employee's employment is terminated at the initiative of the Employer, the employee will be provided with notice of termination in accordance with the NES.
4. In relation to clause 4 of the Agreement, the Employer confirms that junior, adult or school based apprentices are not intended to be covered by the Agreement.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

04/04/2018

Date

2017

**RAVENSWORTH OPEN CUT
ENTERPRISE AGREEMENT**

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1. DEFINITIONS

In this Agreement except where otherwise indicated:

- 1.1 "the Act" means the Fair Work Act, 2009.
- 1.2 "Agreement" means the 2017 Ravensworth Open Cut Enterprise Agreement.
- 1.3 "Award" means the Black Coal Mining Industry Award, 2010.
- 1.4 "Base Salary" - means the Employee's base annual salary, based on a thirty-five (35) hour week. The Base Salary incorporates full compensation for all entitlements associated with meal breaks, annual leave loading and all other disability payments and allowances, excluding Work Pattern Allowance, Tool Allowance, Shot-firer Allowance and Step Up Supervisor Allowance.
- 1.5 "Change Over" means the time allowance to enable an effective transition from the off-going crew to the on-going crew, enabling continued operations.
- 1.6 "Company" and "Employer" means Ravensworth Coal Management Pty Limited.
- 1.7 "CFMEU" means the Construction, Forestry, Mining & Energy Union (Mining and Energy Division).
- 1.8 "Employee(s)" means a person performing work under this Agreement to which the classifications of the award would apply but for this Agreement
- 1.9 "Flexibility Allowance" – For providing the operational flexibilities detailed in this Agreement.
- 1.10 "FWC" means Fair Work Commission.
- 1.11 "Merit" means an Employee's contribution to the workplace. Merit will include an Employee's work history, their compliance with site policy, their attitude and behaviours to Health, Safety, Environment and Community, their workplace performance including an individual's assessment, and feedback from their direct and indirect supervisor/s, and their length of service.
- 1.12 "NES" means the National Employment Standards under the Act
- 1.13 "Non working day" means any day on which an Employee by virtue of the Employee's roster is never rostered to attend for rostered hours of work
- 1.14 "Performance Payment" - means the performance incentive payment based upon the level of achievement of business and individual performance goals in accordance with Appendix 3, and includes Key Performance Indicators (KPI) and a Flexibility Allowance payment.
- 1.15 Personal Leave is:
 - a) paid leave (Personal leave) taken by the Employee because of a personal illness, or injury, of the Employee; or
 - b) paid or unpaid leave (carer's leave) taken by the Employee to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household who requires care or support because of:
 - i. a personal illness, or injury of the member; or

ii. an unexpected emergency affecting the member.

- 1.16 "Rostered day off" means any day on which an Employee by virtue of the Employee's roster is not rostered to attend for rostered hours of work and does not include non working days.
- 1.17 "Rostered overtime" means overtime which forms an integral part of the Employee's roster and which the Employee is required to work, including Rostered Company Communication days and Communication Sessions.
- 1.18 "Rostered hours" means ordinary hours of work and rostered overtime.
- 1.19 "Six day roster Employee" means a person who over the roster cycle is rostered to work on any six days of the week.
- 1.20 "Seven day roster Employee" means a person who, over the roster cycle is rostered to work on any of the seven days of the week.
- 1.21 "Step-up Supervisor (Production or Maintenance)" means a person who, in addition to their normal duties, is appointed by the Company to supervise the work of other Employees.
- 1.22 "Total Cash Remuneration" - means the annual salary comprising the Employee's Base Salary, Work Pattern Allowance and Performance Payment (Refer Appendix 1) – *paid as if at work*.
- 1.23 "Work Pattern Allowance" - means an amount paid to compensate (where appropriate) for rostered hours in excess of thirty-five (35) hours, all and any shift and weekend penalties, and public holidays (for rosters which do not require work on public holidays). An allowance will be calculated for any new rosters introduced during the life of the Agreement on the same basis as the indicative rosters specified in Appendix 2.

2. TITLE AND DURATION

1. This Agreement shall be known as the 2017 Ravensworth Open Cut Enterprise Agreement.
2. This Agreement will be effective from the seventh day after approval from the Fair Work Commission and shall have a nominal expiry date of three (3) years hence.

3. PURPOSE AND INTENT

- 3.1 This agreement is to provide a foundation which assists the Company and Employees in achieving the Ravensworth Open Cut Vision. This agreement is designed to enable;
- a) A work environment with fully flexible work arrangements
 - b) High standards of safety and productivity
 - c) A strong focus on effective cost management
 - d) Continuous improvement in all aspects of the workplace
 - e) Compliance with the organizations Business Principals, Sustainable Development Frameworks, Policies and Standards.

4. PARTIES, APPLICATION, COMMENCEMENT, DURATION AND TERMINATION

- 4.1 The parties to this Agreement are the Employees and the Company.
- 4.2 This Agreement applies to the Company and Employees who, but for this Agreement would be covered by Schedule A of the Black Coal Mining Industry Award, 2010.
- 4.3 The NES will be read in conjunction with this Agreement and where silent the NES applies.
- 4.4 Either the Company or Employees may apply to terminate this Agreement after the nominal expiry in accordance with the Act.

5. EMPLOYEES DUTIES AND FLEXIBILITY

1. Employees will work flexibly to meet the needs of the business. There will be no demarcation of work or limitations upon the tasks that an Employee may be required to perform. The principle to be applied will be that Employees may be required to undertake any work that the Company deems them competent to perform and provided it is safe to do so.
2. It is a condition of employment that Employees maintain a reasonable level of fitness that permits them to perform the inherent requirements of their employment. The Company will encourage and assist Employees to achieve this.

6. COMMUNICATION AND DISPUTE RESOLUTION PROCEDURE

1. The intent of the parties is, through appropriate communication and consultation, to avoid disputes.
2. The intent of this clause is to provide the parties with a mechanism to resolve disputes as they arise in the workplace without recourse to industrial action. The procedure is designed to accommodate the settlement of issues at the level closest to where the issues arise in a timely and efficient manner and without interruption to normal operations.
3. If a dispute arises out of the operation of this Agreement, in relation to the NES or in the course of employment, work will continue in accordance with the reasonable direction of the Company, having regard to the requirements for competency and safe work.
4. At any time during this dispute resolution procedure the Employee may elect to involve an Employee representative or team member to assist in resolution of the dispute by participating in discussions, providing advice or acting as an observer in discussions. Where an on site Employee representative or other team member is involved he or she will be allowed the necessary time in working time or otherwise

to interview the Employee(s), company or nominated Employee representative(s) to discuss the dispute. Any discussions will occur at a time, and in a manner, so that there is minimal disruption to the normal work of those involved.

5. The procedure for resolution of disputes is as follows: -

- a) Discussion between the Employee and their Supervisor; if the matter is not resolved
- b) Referred in writing by the person(s) raising the grievance for discussion between the Employee's nominated site representative or other site representative at the mine and the Employee's Department Superintendent or his/her representative; if the matter is not resolved
- c) Discussion between the Employee's nominated site representative or other site representative at the Mine and the Department Manager and his/her representative; if not resolved
- d) Discussion between the Employee's nominated site representative (which may include a District Official) and the nominated senior Company Officers (which may include the Operations Manager)

6. Providing that the Disputes Resolution Procedure is followed and if resolution cannot be reached, either party may refer the matter to Fair Work Commission for conciliation and / or mediation.

- a) If the matter remains unresolved by agreement with both parties the third party referred to above may arbitrate the matter.

7. When the referral to Fair Work Commission is consistent with measures outlined in CL6.6a, the Company will pay these people as if at work for any rostered days spent at Fair Work Commission.

7. CONSULTATION REGARDING WORKPLACE CHANGE

1. This term applies if the employer:

- 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 a change to the regular roster or ordinary hours of work of Employees.

Major Change

2. For a major change referred to in paragraph (1)(a):

- a) the employer must notify the relevant Employees of the decision to introduce the major change; and

- b) sub-clauses (3) to (9) apply.
3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
4. If:
 - a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the employer of the identity of the representative; the employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must:
 - a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - b) for the purposes of the discussion--provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
8. 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 employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
9. In this term, a major change is likely to have a significant effect on Employees if it results in:
 - a) the termination of the employment of Employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of Employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain Employees; or

- f) the need to relocate Employees to another workplace; or
- g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

10. For a change referred to in paragraph (1)(b):
 - a) the employer must notify the relevant Employees of the proposed change; and
 - b) subclauses (11) to (15) apply.
11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
12. If:
 - a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the employer of the identity of the representative; the employer must recognise the representative.
13. As soon as practicable after proposing to introduce the change, the employer must:
 - a) discuss with the relevant Employees the introduction of the change; and
 - b) for the purposes of the discussion--provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the Employees; and
 - c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
16. In this term:

"relevant Employees" means the Employees who may be affected by a change referred to in subclause (1).

8 EMPLOYMENT RELATIONSHIP

8.1 Contract of Employment

1. Except as provided below, employment will be fortnightly.
2. The Company may engage Employees on a fulltime, casual or part-time basis, or for a specific period of time or a specific task or tasks.
3. A casual Employee means an Employee who is employed by the hour for a minimum period of engagement of 4 hours.
4. A part-time Employee means an Employee who:
 - a) works less than thirty-five (35) hours per week; and
 - b) has reasonably predictable hours of work for part-time employment.
 - c) At the time of engagement the Company and the regular part-time Employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.
 - d) The Company will give seven days' notice in advance of any variation to the regular pattern of work and such notice will be in writing.
 - e) For employment for a specific period of time or for a specific task or tasks:
 - f) An Employee may be engaged on a fulltime or part-time basis for a specific period of time or for specific task(s) for a period up to twelve (12) months.
 - g) Service under a contract of employment for a specific period of time or for specific task(s) shall form part of an Employee's period of continuous service, where such Employee is engaged as a fulltime or part-time Employee immediately following such contract of employment.
5. In this Agreement there will be one classification rate.
6. The first six (6) months of employment for new Employees is a probationary period. The probationary period shall permit an Employee to be inducted, undergo initial training and for the Company to assess the Employee's performance.

During the period of probationary employment, the Employee's service will count for the purpose of accruing leave entitlements on a proportional basis.

8.2 Individual Flexibility Agreement

1. An employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and Employee.
2. The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
3. The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and Employee; and
 - (c) is signed by the employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (e) states the day on which the arrangement commences.
4. The employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 5. The employer or Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and Employee agree in writing — at any time.

8.3 Stand Down

1. The Company may stand down an Employee for refusal of duty, neglect of duty, misconduct, or if the Employee cannot be usefully employed in productive work because of an industrial dispute, or because of a machinery breakdown. In the case of machinery breakdown, Employees will only be stood down if the breakdown has continued for at least four (4) consecutive days (including the day of the breakdown if it is a work day). An Employee is not entitled to payment when stood down.

8.4 Termination of the Contract of Employment

1. The contract of employment for casual Employees may be terminated by either the Company or the Employee giving a minimum of one (1) hours' notice, or by the payment or forfeiture of the balance of one (1) hour's pay at the rate specified in Appendix 1 (I) and the applicable Work Pattern Allowance in lieu of such notice (as the case may be).
2. The contract of employment for fixed term Employees or Employees engaged for a specific task may be terminated by either the Company or the Employee by the giving of a minimum of one (1) fortnight's notice in writing, or by the payment by the Company, or forfeiture by the Employee, of the balance of one (1) fortnight's Total Cash Remuneration in lieu of such notice (as the case may be) or a payment of equivalent earnings for the balance of the fixed term or task whichever is lesser.
3. A probationary Employee may be terminated by the giving of one (1) weeks' notice, or the payment or forfeiture of the equivalent of one week's Total Cash Remuneration as the case may be.
4. The following provisions in this clause apply to permanent fulltime or part-time Employees but do not apply to Employees engaged on a fixed term basis or for a specific task provided that the nominated period of engagement is completed.

5. An Employee must give one (1) fortnight's notice to terminate employment, or forfeit to the Company one fortnight's pay in lieu of such notice.
6. The Company may terminate the contract of employment by the giving of a minimum of one (1) months' notice in writing, or by the payment by the Company, or forfeiture by the Employee, of the balance of one (1) month's Total Cash Remuneration in lieu of such notice (as the case may be).
7. If the Employee, at the time of termination, is over forty-five (45) years of age and has had at least two (2) years continuous service with the Company, the notice or payment in lieu will be a minimum of five (5) weeks.
8. Nothing in this clause limits the Company from terminating the contract immediately for reasons of serious misconduct on the part of an Employee. In such circumstances, payment shall be up to the time of dismissal only, and no payment in lieu of notice shall be made.
9. At the time of calculation of the final termination payment, any monies paid by the Company in advance of work being performed, may be recovered from any accrued entitlement held by the Company on behalf of the Employee.

8.5 Security of Employment

The Company recognises that Employees are an important part of delivering the business outcomes and as such it is important to ensure a highly skilled, capable and flexible workforce. It is also important for the Company to attract and maintain Employees with the best skills and capabilities.

The Company is committed to providing training and learning among the Employees to maintain and develop the capabilities required to meet current and future organisational needs.

The parties recognise that continuity of employment for the life of the Agreement is dependent upon the company meeting its yearly business plan targets, and it is understood that improvements in productivity, efficiency and reliability will have a direct effect on enhancing ongoing employment.

In the event that there is a need to reduce the number of Employees the Company is committed to the following process:

- a) Where the Company decides it necessary to reduce the levels of employment, the Company will consider the use of contractor, casual and supplementary labour.
- b) If the Company decides to reduce the number of Employees the Company will first consider voluntary redundancies through an expression of interest process developed by the Company.
- c) If forced redundancies are identified as necessary in the respective work stream i.e. (Production or Engineering) the Company will explore redeployment and retraining opportunities for any such Employees.
- d) At the completion of the above process the Company will implement forced redundancies.

8.6 Redundancy and Retrenchment

1. This clause does not apply to Employees engaged on a casual basis. This clause does not apply to Employees engaged on a fixed term basis or for a specific task for periods of less than 12 months.
2. An Employee is made redundant where an Employee's employment is terminated at the Company's initiative:
 - a) because the Company no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or
 - b) because of insolvency or bankruptcy of the Company.
3. If the Employee's Employment is terminated due to redundancy the Employee will be paid retrenchment pay equal to three (3) weeks for each year of completed service made up of two (2) weeks retrenchment pay and one (1) week severance pay. The payment will be based on applying the Employee's classification rate (Appendix 1k) on either the Employee's average weekly rostered hours at the time of their termination of employment or the Employee's average weekly rostered hours on the roster they had worked for the majority of time under this Agreement, whichever is the greater remuneration with a minimum payment of three (3) weeks' pay.
4. A part-time Employee will receive a pro-rata of the redundancy payment as per the method of calculation outlined in clause 8.6.3 for all payments due under this clause.

5. The Company shall not be liable for the redundancy payment if, within seven (7) days of the termination of employment, the Company obtains or causes to be made available alternative permanent employment at a mine within the same general locality managed by a related Company that carries a comparable rate of pay for the Employee.
6. The minimum payment due to Employees under this provision is three (3) weeks of redundancy payment as per the method of calculation outlined in clause 8.6.3.
7. In addition to the redundancy payment, a retrenched Employee will receive a minimum notice period, or payment in lieu of notice, in accordance with the termination clause of this Agreement.
8. Upon termination of employment, the salary due to an Employee will be paid to the Employee within three (3) working days of the date of redundancy.

8.7 Absence from Duty

1. An Employee absent from rostered work is not entitled to payment of any salary component for the period of absence unless provided for in this Agreement, agreed by the Company, or required by law.
2. An Employee who has been absent from duty for a period of seventy-two (72) hours or more without prior notification or authorisation by his/her Supervisor; and after the Company has attempted to make contact with the Employee, will be deemed to have abandoned his/her employment. In such circumstances, payment shall be up to the time of abandonment only and no notice is payable. However, where extenuating circumstances are brought to the Company's attention, the relevant Manager may consider a course of action, other than termination of employment.

9 REMUNERATION

9.1 Annual Salary

1. Employees will be paid in accordance with the salaries detailed in Appendix 1 - Annual Remuneration Structure. In this Agreement, the following Annual Remuneration Structure definitions apply, additional to those detailed in Section 1 - Definitions:
 - 1) Public Holiday Allowance – means an amount paid to compensate (where appropriate) Employees for rosters requiring work on public holidays.

- (i) Public Holiday Payment (rostered on) – means an amount paid to compensate a 7-day roster Employee who is rostered to work a gazetted public holiday. For Payment amount see Appendix (4) Rostered on includes approved leave taken on the rostered shift.
 - (ii) Public Holiday Payment (rostered off) - means an amount paid to compensate a 7-day roster Employee who is rostered off on a gazetted public holiday. For payment amount see Appendix (4).
 - (iii) Public Holiday Payment is payable on all recognised public holidays (see section 12.5). The exception will be the two annual public holidays agreed that there be no rostered work (25th and 26th December), those rostered to work on these dates will be paid as if at work. Should a day or days be gazetted in lieu of these dates, the public holiday payment will be made on the gazetted day(s), for non 7 day roster workers.
- 2) Tool Allowance - Employee's performing engineering duties who are required by the Company to supply and use tools of trade in the performance of their duties will be entitled to a Tool Allowance of up to \$1,500 per annum on the commencement of The Agreement and on each anniversary of The Agreement until the nominal expiry date. The payment of this allowance will be in accordance with the following:
- (i) Tool Selection
 - a) Employees are required to provide and maintain a minimum tool kit. Tools purchases with this allowance are to be made available for use at work.
 - b) The Crew Supervisor will have the authority to verify the type and quality of the tooling purchased.
 - (ii) Spend Process
 - a) The Employee will be required to purchase the required tooling and will be reimbursed by the Company upon the production of the original receipt.
 - b) Receipts will be retained by the Commercial Department for verification and tracking of the amount spent by each Employee during the term of the Agreement.
 - c) Tool Allowance \$1,500 per annum (Refer Appendix 1)
 - d) The funds are to be expended within the term of the Agreement.
 - (iii) New Starters
 - Pro rata allocation of the tooling allowance will be calculated on the Employee's start date in accordance with the anniversary date of the Agreement.
 - (iv) Termination of Employment
 - On termination, any unused or pro-rata tool allowance will be paid out. No tool allowance entitlement will be paid in the event of termination of employment for reasons of serious misconduct justifying summary dismissal.

- 3) Step-up Supervisor Allowance - For Employees who are appointed to the position of Step-up Supervisor by the Company after satisfactorily completing supervisory skills training and who perform the work on a regular basis (Refer Appendix 1 & 6).
 - 4) Shot-firer Allowance – For Employees who hold a licensed shot-firer's qualification and who are appointed by the Company to carry out the functions of a shot-firer will be paid in accordance with Appendix 1. This allowance will only be payable for the shifts that the Employee performs the function of a shot-firer.
2. Casual Employees will be paid, on a pro rata hourly basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work and a 25% casual loading on the Base Salary, applicable Work Pattern Allowance and Performance Payment in lieu of all leave (excluding long service leave accrual) and redundancy provisions.
 3. Employees employed for a specific period of time or for a specific task or tasks will be paid as per a full-time Employee for the time or task.
 4. Part time Employees will be paid on a pro-rata basis. Part-time Employees are entitled to payments in respect of Annual Leave, Sick Leave, Public Holidays and Long Service Leave based on the proportion of their average ordinary hours to thirty-five (35). All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in this Agreement. Payment for Public Holidays will only be made for the ordinary hours that would have been worked, but for the holiday.

9.2 Hours of Work, Work Patterns and Other Work Arrangements

9.2.1 Hours of Work, Rosters and Start and Finishing Places

1. The ordinary hours of work will be an average of thirty-five (35) hours per week.
2. Indicative examples of shift rosters to be worked are detailed in Appendix 2.
3. The types of work rosters, shift length and shift starting and finishing times of each shift will be determined by the Company and may be varied after reasonable consultation with Employees.
4. Reasonable consultation prior to changing rosters, shift lengths and shift starting and finishing times, will include discussions with affected persons, communication to all other Employees and consideration of health and safety issues.

5. The Company may require an Employee to change shift or roster pattern. The Company will provide twenty-four (24) hours' notice to any Employee required to work staggered start and finish times or seven (7) days' notice in writing to any Employee required to change shift roster.
6. The Company will determine the allocation of Employees to shifts and rosters based on the Employee's performance and the needs of the business.
7. Starting and finishing places shall be within the muster area or workshop complex or as otherwise agreed by the Company and the affected Employees.
8. Employees agree that they will present for work 5 minutes before their scheduled start time to attend a pre shift briefing.
9. On shifts where daylight savings starts and ends, Employees will be paid for actual hours worked. On occasions where clocks are turned back work may be performed beyond an Employee's normal rostered shift length with the consent of both the Employee and the Company.

9.2.2 Company Communication Sessions & Communication Days

1. The Company will hold workforce Communication Sessions each month, these meetings are mandatory for all Employees and will occur at a time as determined by the Company.
 - a) Pre-shift Monthly Communications sessions – Employees will present for allocated Monthly Pre-Shift Communications Sessions 30 minutes before their scheduled start time.
 - b) Where the Company chooses to hold Communication Sessions during the Day Shift Meal Break - Employees will attend whilst taking their dayshift meal break. Those on shifts of twelve (12) hours or greater duration will take their Day Shift meal break in a single 1 hour break with no other meal break. The Communication sessions will commence prior to (and no later than) the 6th hour of the shift with an allocated 30-minute break for Employees. This break may occur at either the start or end of the Communication session with no other meal break for that shift.
2. Employees will be required to attend up to four (4) nominated Company Communication days, of up to eight (8) hours in duration per session per annum. Company Communication days will be incorporated into nominated rosters as additional Rostered Overtime and will be paid at the overtime rate on an attendance basis. Employees may nominate on attendance to be paid at either overtime rates or to accrue annual leave hours equal to the duration of the training. A minimum of eight (8) hours annual leave will be accrued based on attending the full duration of the training session by those Employees that elect this option. The Company will communicate the nominated dates at the beginning of each quarter, and may vary at its discretion, the scheduled timing of any

of these sessions by giving not less than four (4) weeks' notice. The timing of these sessions will be consistent with the Company Fatigue Management Procedure and generally will occur within the "Green Days" of the relevant roster pattern. Example is represented in Appendix 2. Employees who attend a Communication day as part of their normal shift will be paid at the as if at work rate.

9.2.3 Rostered Days Off

1. An Employee will only be required to work on a rostered day off by agreement with the Employee.
2. An Employee who works on a RDO will be paid overtime rates for the time worked or take time off in lieu at a time agreed with the Company so that the operation will not be affected.
3. The Company, with the agreement of the majority of Employees affected, may move the RDO of these Employees to another day to suit the operational needs of the mine.
4. An individual Employee, with the agreement of the Company, may substitute an RDO for another day.

9.2.4 Meal Breaks

1. A period of thirty (30) minutes shall be allowed each shift for the taking of crib. Such period will be counted as time worked.
2. For shifts of ten and a half (10.5) hours or greater duration, a total of one (1) hour shall be allowed for meal breaks which normally may be taken in two periods.
3. The Company will after consultation with Employees, determine the duration, location and time at which all breaks are taken.
4. Crib breaks will nominally be taken in the period between 4 to 6 hours from the commencement of the shift and nominally three hours from the end of the first break if two breaks are taken during the shift and will be staggered to maintain the continuity of production and maintenance functions throughout the shift.
5. All parties commit to work flexibly to maintain essential production during Communication Meetings.
6. Should an Employee be required to continue work outside of the period nominated above, the Employee will be entitled to a meal break prior to the end of the normal shift. However, no additional payment shall be made.

7. If an Employee is required to work for more than one and a half hours after the end of their normal rostered shift, the Employee will, before starting this overtime, and each four (4) hours thereafter, be allowed thirty (30) minutes for a meal break without deduction of pay. An Employee may elect not to take the first such meal break and instead be paid an allowance equivalent to thirty (30) minutes at the ordinary time rate as specified in Appendix 1
8. Where the Employee has not received notice of the requirement to work for more than one and a half hours beyond their normal shift prior to the commencement of their normal shift a meal will be provided for each meal break except for the first meal break before starting the overtime when the Employee elects not to take the break.

9.2.5 Overtime

1. In addition to the rostered hours specified in Appendix 2 an Employee must work reasonable overtime as required by the Company.
2. All time worked by an Employee in excess of normal rostered shifts shall be paid at the overtime rate specified in Appendix 1 (I). This payment shall be in substitution for weekend, afternoon, and night shift penalties.
3. An Employee who is recalled to work overtime after leaving the mine will be paid for at least four (4) hours work at the appropriate rate for each time the Employee is recalled. The Employee may be required to work the full four (4) hours.
4. An Employee who works overtime without notice and who finishes work when the Employee's usual means of transport is unavailable shall, at the election of the Company, either be provided with transport to the Employee's home, or provided with a taxi to the value of the fare from the mine to Singleton or Muswellbrook.
5. Where possible, overtime will be arranged so that Employees have at least ten (10) hours off duty between work on successive days.
6. Where an Employee has not had at least ten (10) consecutive hours off duty between the end of the Employee's ordinary hours of work on one day and the start of the Employee's ordinary hours of work on the next day the Employee will be released from duty after that overtime is finished until the Employee has had ten (10) hours off duty and there will be no loss of pay for ordinary hours of work time which occur during this absence.
7. The following conditions apply to an Employee who, on the instruction of the Company, resumes or continues work without having had ten (10) consecutive hours off duty:

- a) The Employee will be paid at the rate specified in Appendix 1 (l) during ordinary hours and after that until the Employee is released from duty; and
- b) the Employee will then be entitled to be absent for ten (10) consecutive hours; and
- c) there will be no loss of pay for ordinary hours of work time that occur during this absence.

9.3 Method and Frequency of Payment

Employees shall be paid fortnightly, by direct electronic transfer into the banking system for credit to the Employee's nominated accounts, up to a maximum of five (5).

The Performance Payment will be calculated within three (3) business days (Monday to Friday) at the end of each calendar month, and will be paid fortnightly.

9.4 Payment while on Accident Pay

1. The Coal Mining provisions of the Workers' Compensation Act 1987 (New South Wales) ("Compensation Act") and the Workplace Injury Management and Workers' Compensation Act 1998 (New South Wales) (as amended) will apply.
2. Whilst an Employee is in receipt of compensation under the above Acts the Company will pay, or cause to be paid, accident pay. This entitlement will cease upon the expiration of a period of seventy-eight (78) weeks from the date of injury.
3. For an initial period of thirty-nine (39) weeks from the date of injury, accident pay will be the difference between the weekly amount of compensation paid to the Employee and the Employee's Total Cash Remuneration at the date of injury.
4. For a further thirty-nine (39) weeks, accident pay will be the difference between the weekly amount of compensation paid to the Employee and the Employee's Base Salary, Day Shift work Pattern Allowance (Roster 1) and 50% of the Total Maximum Performance Payment (e), all shown in Appendix 1.
5. In respect of incapacity for part of a week the amount payable to the Employee as accident pay will be a direct pro rata.
6. An Employee will not be entitled to any payment under this clause in respect of any period of paid annual leave, long service leave or paid public holiday.

7. In the event that an Employee receives a lump sum in redemption of weekly payments under the above Act, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.
8. Where the Employee recovers damages from the Company or from a third party in respect of the said injury independently of the above Act, the Employee must repay to the Company the amount of accident pay that the Company has paid under this clause. In addition, the Employee will not be entitled to any further accident pay thereafter in respect of that injury.
9. Intermittent absences arising from the one injury will be cumulative in the assessment of the seventy-eight (78) week's limitation.

9.5 Superannuation

1. Superannuation contributions at the prescribed level are required under the Superannuation Guarantee (Administration) Act, 1992 Commonwealth ("SGA").
2. From the commencement of this Agreement the Company will make superannuation contributions on behalf of each Employee at the rate of nine and a half (9.5)% of ordinary time earnings ("OTE") into the Mine Wealth and Wellbeing Superannuation Fund.
3. For the purpose of sub-clause 9.5.2 OTE will mean the total of the following:
 - a) earnings in respect of the Employee's ordinary hours of work other than salary sacrificing Personal Carer's leave, a lump sum payment of any of the following kinds made to the Employee on the termination of their employment;
 - (i) an unused annual leave payment or unused long service leave payment within the meaning of the Income Tax Assessment Act 1997 or
 - (ii) Redundancy payment
 - b) earnings in respect of shift work, weekend penalty and public holiday payment ;
 - c) earnings in respect of overtime that forms part of a roster pattern of work;
 - d) earnings in respect of allowances which are not a reimbursement of expenses;
 - e) earnings in respect of Accident Pay;
 - f) earnings in respect of casual loading;
 - g) earnings in respect of annual leave, long service leave and personal/carer's leave taken.
 - h) earnings in respect of the Ravensworth Open Cut Business Performance Criteria [Appendix 3].

4. The maximum superannuation contribution by the Employer will be limited to the amount payable to meet the requirements of the Maximum Total Company Super (Appendix 1 (g)) which is used to determine the maximum limit on any individual Employee's earnings base.
5. Voluntary Salary Sacrifice through Superannuation will be available for all Employees up to the value of legal and regulatory limitations including age-based limits.

9.6 Salary Sacrifice Novated Lease

1. Employees will be entitled to salary sacrifice a motor vehicle under a Novated lease arrangement. The Employee will be liable to all costs including administration cost, in accordance with Company policy.

9.7 Employee Death Benefit Scheme

1. The Company will pay to the nominated "Next-of-Kin" of any Employee covered by this Agreement who dies, from whatsoever cause, whilst in the employ of the Company, the sum of \$35,000.00 (thirty five thousand dollars).
2. Employees agree that, in the event of a fatality occurring on or away from the mine site, there will be no stoppage of work unless authorised by the Company after consultation with affected Employees.
3. The Company will discuss funeral arrangements on each occasion, so that those team members who may reasonably wish to attend the funeral may do so while, at the same time, making every effort to see that the mine runs as efficiently as possible under the circumstances.
4. It will be the responsibility of each individual team member to notify the Company of their nominated "Next-of-Kin" and to keep the Company informed as to any changes of their "Next-of-Kin".

10 PERFORMANCE ASSESSMENT AND REVIEW, TRAINING AND DEVELOPMENT

1. Employees will participate in performance assessment and training and development reviews that will assess their performance and identify any training and development requirements they may have. Reviews will be conducted at least once per year.
2. Employees will undertake and conduct training and development in relation to enhancing or broadening their skills as required by the Company, either during Rostered Work time, Rostered Company Communication days, or specific courses arranged between the Company and Employees.
3. In accordance with the needs of the business, permanent Employees shall be considered with preference over contractors or supplementary labour with regards to training opportunities.
4. Employees required to undertake training on or off site in lieu of their normal shift will be paid as per their normal shift. Excessive time beyond normal shifts will be paid in accordance with the overtime rate specified in Appendix 1 (I). The Company will provide reasonable notice to Employees of any change in shift for training purposes. The Company will meet all reasonable out of pocket expenses incurred by an Employee in the course of training.

11 WORK CLOTHING

1. The Company will supply one set of protective footwear on an as-required basis and an annual clothing issue based on a points system, enabling Employees to choose from a range of appropriate company uniforms.

12 LEAVE

12.1 Annual Leave

Annual leave will be credited at the end of each pay period.

12.1.1 Accrual

The amount of annual leave credited depends upon the Employee’s roster as follows:

Roster Cycle	Weekly Accrual	Annual Entitlement
All rosters other than described below	3.3654 hours	5 weeks (175 hours)

7 Day Roster	4.0385 hours	6 weeks (210 hours)
Roster that requires working ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays	4.0385 hours	6 weeks (210 hours)

1. To the extent permitted by the Act, an Employee working a roster which accrues six (6) weeks per annum may elect, with the Agreement of the Company, to cash out accrued or future annual leave or salary sacrifice future annual leave into an approved occupational superannuation fund. An Employee wanting to access this provision must have a minimum entitlement of four (4) weeks annual leave and complete the appropriate Company form. The performance payment component of the salary sacrifice will be paid at the Maximum Performance Payment.
2. The accrual in days will be based on the average days worked on the Employee's roster in any week. Leave taken in days will be paid as if the Employee was at work at the Employee's Total Cash Remuneration.
3. Where an Employee changes roster during the course of the year, the Employee's accrual, in days, will be adjusted on a pro-rata basis according to the rosters worked.
4. The Company will grant Annual Leave except where, in the opinion of the Company, the operations of the mine will be affected, in accordance with site leave policies as amended from time to time.
5. The Company may direct an Employee to take Annual Leave when all or part of the operation is shutdown, provided twenty - eight (28) days' notice, in writing, is given. If there is any work available during this period, then subject to the needs of the business, permanent Employees shall be considered with preference over contractors.
6. Unused, accrued and pro rata annual leave will be paid at the Total Cash Remuneration applicable immediately prior to termination, including performance payment at Maximum Performance Payment rates.
7. This clause does not affect the right of the Company to dismiss the Employee without notice for serious misconduct and in such cases any remuneration will be payable up to the time of dismissal only.

12.2 Personal Leave

12.2.1 Personal Leave

1. An Employee will be credited with paid leave of absence for reasons of illness or private injury on commencing employment and on each twelve (12) months anniversary of commencement at the rate of three (3) weeks per annum.
2. The Employee shall prove to the satisfaction of the Company (by Medical Certificate from a registered health practitioner or by Statutory Declaration) that they were unable on account of such illness or injury to attend for duty on the day or days for which Personal Leave is claimed.
3. An Employee will not be entitled to Personal Leave when absent for the purpose of worker's compensation.
4. The accrual in days will be based on the average days worked on the Employee's roster in any week. Leave taken in days will be paid as if the Employee was at work at the Employee's Total Cash Remuneration.
5. Where an Employee changes roster during the course of the year, the Employee's accrual, in days, will be adjusted on a pro-rata basis according to the rosters worked.
6. An Employee will notify the Company, unless there is a valid reason not to do so, before the start of the shift that he/she will be absent due to illness or private injury, the nature of the illness or injury and the anticipated date of return to work.
 - a) An Employee taking Personal Leave must notify their Supervisor before the commencement of their normal shift and inform the Supervisor of the nature of the illness or injury and the estimated duration of the absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify their Supervisor by telephone of such absence at the first opportunity of the day of absence. Employees must complete a Personal Leave form and have it approved by their Manager or Supervisor within 24 hours of their return to work. Where an absence is in excess of two (2) consecutive days a medical certificate must be submitted.
7. An Employee who during the course of a shift becomes ill and is unable to continue work, will be paid in accordance with one of the following examples:-

- a) if they have completed less than half of their normal rostered shift, they will be paid for the hours worked (with a minimum of 4 hours payment) and the balance will be deducted from the Employee's Personal Leave entitlement; OR
 - b) If they have completed more than half of their normal rostered shift, they will be paid as if at work for the full shift, with no deductions from the Employee's Personal Leave entitlement.
8. Prior to the anniversary of their commencement date, an Employee may elect to salary sacrifice any future Personal Leave entitlement provided that a minimum of three (3) years of Personal Leave is retained in their entitlement. The performance payment component of the salary sacrifice will be paid at 100% of the Performance Payment.
 9. Any Personal Leave that is not taken shall accumulate without limitation.
 10. On termination, any Personal Leave entitlement will be paid out at the Total Cash Remuneration applicable immediately prior to termination, including performance payment at 100% of the Performance Payment.
 11. No Personal Leave entitlement will be paid in the event of termination of employment for reasons of serious misconduct justifying summary dismissal.

12.2.2 Carer's Leave (Paid)

1. If the Employee has responsibilities in relation to either members of their immediate family or members of their household who need their care and support, the Employee will be entitled to use, in accordance with this sub-clause, any Personal Leave entitlements to provide care and support for such persons when they are ill, injured or because of an unexpected emergency affecting the person.
2. The Employee shall prove to the satisfaction of the company (by Medical Certificate from a registered health practitioner or by Statutory Declaration) the illness, injury or unexpected emergency affecting the person concerned.
3. The entitlement to use Personal Leave in accordance with this sub-clause is subject to:
 - a) the Employee being responsible for the care of the person concerned; and
 - b) the person concerned being either:
 - (i) a member of the Employee's immediate family; or
 - (ii) a member of the Employee's household.

The term 'immediate family' includes:

- a) a spouse (including a former spouse, a de facto spouse and a former de factor spouse) of the Employee; and
 - b) a child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
4. An Employee who during the course of a shift has the need to provide carer's responsibilities and is unable to continue work, will be paid in accordance with one of the following examples:-
 - a) if they have completed less than half of their normal rostered shift, they will be paid for the hours works (with a minimum of 4 hours payment) and the balance will be deducted from the Employee's Personal Leave entitlement; OR
 - b) If they have completed more than half of their normal rostered shift, they will be paid as if at work for the full shift, with no deductions from the Employee's Personal Leave entitlement
 5. The accrual in days will be based on the average days worked on the Employee's roster in any week. Leave taken in days will be paid as if the Employee was at work at the Employee's Total Cash Remuneration.
 6. The Employee shall, as soon as practicable prior to the absence, give the Company notice of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence.
 7. The Company will monitor and manage Employee misuse of these provisions.

12.2.3 Carer's Leave (Unpaid)

1. The Employee is entitled to take two (2) days unpaid leave on each permissible occasion for the purpose of providing care to a member of the Employee's immediate family or household who is ill, injured or because of an unexpected emergency. The Company may grant additional unpaid leave. Such additional unpaid leave shall not count as service with the Company but does not break the continuity of service.

12.3 Parental Leave

An Employee will be entitled to Parental Leave in accordance with the NES and the Company's Parental Leave Policy.

12.4 Compassionate Leave

1. An Employee is entitled to up to two (2) days compassionate leave without loss of pay:
 - a) on each occasion, and on production of satisfactory evidence, of the death of the Employee's spouse (including defacto), parent (including adoptive or foster parents), brother, sister, child (including adopted child), step child, grandparent, parent-in-law or the death of a member of the Employee's household;
 - b) for the purpose of spending time with the Employee's spouse (including defacto), parent (including adoptive or foster parents), brother, sister, child (including adopted child), step child, grandparent, parent-in-law or member of the Employee's household who has a personal illness or injury that poses a serious threat to their life. The company may require proof to its satisfaction on the each application for this leave.
2. Payment for the period of absence will be subject to the Employee providing the Company, to its satisfaction, sufficient proof of the circumstance causing the entitlement.
3. Where the Employee receives notification of the death while at work, the amount of leave will be extended to include the balance of that shift in addition to the two (2) days defined above.
4. Total Cash Remuneration shall be paid for approved compassionate leave.

12.5 Public Holidays

1. The recognised public holidays are:
 - New Year's Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - Anzac Day
 - Labour Day
 - Queen's Birthday
 - Christmas Day
 - Boxing Day; or

- any other day observed by the public in the particular region in lieu of one of the above days, and
- all other public holidays gazetted for the particular region.

In addition, the Company will observe the first Tuesday after Easter as if it were an additional public holiday for the purposes of this Agreement.

2. The Company and the majority of Employees affected may agree to observe a holiday in lieu of any of the days specified above.
3. Payments for public holidays for Employees are detailed in Appendices 1 and 4.
4. Monday to Friday Employees who work shifts of up to 8.5 ordinary hours are not required to work Public Holidays as part of their roster cycle. Such Employees may, in exceptional circumstances be required to work on public holidays to meet operational needs.
5. Work performed in excess of rostered shift length on a public holiday is to be paid at the rate specified in Appendix 1.
6. The Company will provide at least one (1) months' notice of any change in its requirement for Employees to work or not on Public Holidays.
7. Employees ordinarily rostered to work Christmas Day and Boxing Day will not be required to work on those shifts; however will be paid as if at work. For the example of the continuous 12 hour rosters the period will commence from the start of Night Shift 24th December (6.30pm / 7.00pm). Work will resume from the start of Night Shift 26th December (6.30pm / 7.00pm).

12.6 Jury Service

1. An Employee will be entitled to take leave of absence to attend jury service duties. Proof of attendance will be required. The Employee will be paid the difference between monies paid in relation to jury service and the Employee's Total Cash Remuneration.

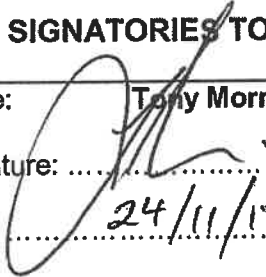
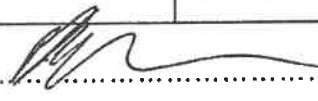
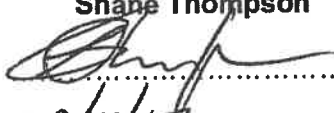
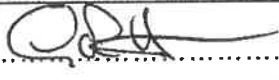
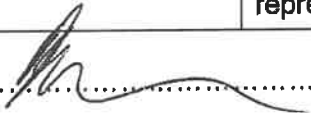
12.7 Community Service Leave

1. An Employee will be granted community service leave for eligible community service activity in accordance with Chapter 2 of the Act. Leave taken under this clause is unpaid.

12.8 Long Service Leave

1. Employees shall be entitled to Long Service Leave in accordance with the applicable legislation (currently the Coal Mining Industry (Long Service Leave) Administration Act 1992 (Cth) as varied or replaced.
2. An Employee shall accrue Long Service Leave at the rate of thirteen (13) weeks for each eight (8) years of qualifying service in the coal mining industry in accordance with legislative requirements.
3. Other than in relation to the termination of the Employee's employment by death, ill health, retirement or retrenchment, no entitlement to Long Service Leave arises where the Employee has less than eight (8) years of qualifying service, unless permitted by the Long Service Leave legislation.
4. Long Service Leave will be granted except where, in the opinion of the Company, the operations of the mine will be affected, in accordance with site leave policies as amended from time to time.
5. Long Service Leave shall not be taken in periods of less than two (2) weeks.
6. Long Service Leave taken during the period of employment will be paid at the as if at work rate.
7. The payment for Long Service Leave on termination will be at the Total Cash Remuneration rate applicable immediately prior to termination, including performance payment at Maximum Performance Payment rates.
8. Where an Employee is made redundant and has more than six (6) years but less than eight (8) years qualifying service, an Employee can apply for a pro-rata payment for the accumulated Long Service Leave.
9. Where a recognised public holiday falls within an Employee's Long Service Leave and on a day which would have ordinarily been a working day (i.e. rostered) for that Employee, one ordinary working day for each such holiday must be added to the period of leave.

13.0 SIGNATORIES TO THE AGREEMENT

Name: Tony Morris Signature:  Date: <u>24/11/17</u>	Position: Operations Manager For Ravensworth Coal Management Pty Limited Lemington Road, Ravensworth, 2330
Witness: (print & sign) <u>Brett Simpson</u> 	
Name: Shane Thompson Signature:  Date: <u>28/11/17</u>	Position: Vice President For the Construction, Forestry, Mining and Energy Union 67A Aberdare Rd, Aberdare, NSW 2325
Witness: (print & sign) <u>John Kavilke</u> 	
Name: Michael Dobie Signature: <u>Michael Dobie</u> Date: <u>24/11/17</u>	Position: CFMEU Site Lodge Secretary For Employees represented by CFMEU
Witness: (print & sign) <u>Brett Simpson</u> 	

RAVENSWORTH OPEN CUT

ENTERPRISE AGREEMENT 2017

APPENDIX 1 - ANNUAL REMUNERATION STRUCTURE

ROSTER (Work Pattern)	Year (Rates apply from Anniversary Date each year)	Base Salary (a)	Work Pattern Allowance (b)	Performance Payment		Total Performance Payment ("c" + "d") (e)	Total Cash Remuneration (f)	Total Company Super (g)	Total Annual Salary (h)	Additional OT Paid for Communication days & President Comms Sessions (incl Super) (i)	Total Annual Salary ("h" + "i") (j)
				KPI (c)	Flexibility Allowance (d)						
Roster No.1 8 hours, 5 days, Mon-Fri, permanent day shift	1	\$58,746	\$16,784	\$10,200	\$16,116	\$26,316	\$101,846	\$9,675	\$111,522	\$423	\$111,945
	2	\$59,921	\$17,120	\$10,404	\$16,438	\$26,842	\$103,883	\$9,869	\$113,752	\$431	\$114,183
	3	\$61,119	\$17,463	\$10,612	\$16,767	\$27,379	\$105,961	\$10,066	\$116,027	\$440	\$116,467
Roster No.2 12 hours, 7 days, rotating day/night shift, work on all public holidays except 2. Public Holiday payment paid as per Appendix 4	1	\$58,746	\$49,095	\$10,200	\$16,116	\$26,316	\$134,156	\$12,745	\$146,901	\$2,679	\$149,580
	2	\$59,921	\$50,077	\$10,404	\$16,438	\$26,842	\$136,839	\$13,000	\$149,839	\$2,733	\$152,572
	3	\$61,119	\$51,078	\$10,612	\$16,767	\$27,379	\$139,576	\$13,260	\$152,836	\$2,787	\$155,623
Roster No.3 12 hours + changeover, 7 days, rotating day/night shift, work on all public holidays except 2. Public Holiday payment paid as per Appendix 4	1	\$58,746	\$55,356	\$10,200	\$16,116	\$26,316	\$140,398	\$13,338	\$153,736	\$2,679	\$156,415
	2	\$59,921	\$56,443	\$10,404	\$16,438	\$26,842	\$143,206	\$13,605	\$156,811	\$2,733	\$159,543
	3	\$61,119	\$57,572	\$10,612	\$16,767	\$27,379	\$146,070	\$13,877	\$159,947	\$2,787	\$162,734
Roster No.4 8 hours + changeover, 5 days, Mon-Fri, permanent day shift	1	\$58,746	\$25,177	\$10,200	\$16,116	\$26,316	\$110,238	\$10,473	\$120,711	\$423	\$121,134
	2	\$59,921	\$25,680	\$10,404	\$16,438	\$26,842	\$112,443	\$10,682	\$123,125	\$431	\$123,557
	3	\$61,119	\$26,194	\$10,612	\$16,767	\$27,379	\$114,692	\$10,896	\$125,588	\$440	\$126,028
Roster No.5 10.5 hours, 4 days, Tue-Fri, permanent day shift	1	\$58,746	\$23,498	\$10,200	\$16,116	\$26,316	\$108,560	\$10,313	\$118,873	\$423	\$119,296
	2	\$59,921	\$23,968	\$10,404	\$16,438	\$26,842	\$110,731	\$10,519	\$121,251	\$431	\$121,682
	3	\$61,119	\$24,448	\$10,612	\$16,767	\$27,379	\$112,946	\$10,730	\$123,676	\$440	\$124,116

	Year 1	Year 2	Year 3
Annual Increases on Total Package	2%	2%	2%
(k) Hourly rate for ordinary time	\$32.19	\$32.84	\$33.49
(l) Hourly rate for overtime work or unrostered work on Public Holidays up to ordinary hours	\$64.38	\$65.67	\$66.96
(m) Hourly rate for Public Holidays for time in excess of rostered shift length	\$96.57	\$98.51	\$100.48
(n) Tool allowance per annum	\$1,500	\$1,500	\$1,500
(o) Step Up Supervisor Allowance per Shift (OCE Statutory role)	\$85	\$85	\$85
(p) Step Up Supervisor Allowance per Shift	\$45	\$45	\$45
(q) Shot-Firer Allowance per shift	\$15	\$15	\$15

Annual Increases on Total Package

(k) Hourly rate for ordinary time

(l) Hourly rate for overtime work or unrostered work on Public Holidays up to ordinary hours

(m) Hourly rate for Public Holidays for time in excess of rostered shift length

(n) Tool allowance per annum

(o) Step Up Supervisor Allowance per Shift (OCE Statutory role)

(p) Step Up Supervisor Allowance per Shift

(q) Shot-Firer Allowance per shift

NB:

- Above amounts for Roster 2 and Roster 3 EXCLUDE payment for Public Holidays. For Public Holiday payment see Appendix 4

- The Performance Payment KPI amount is based on achieving 100% of the business performance criteria. This amount may vary in accordance with Appendix 3.

RAVENSWORTH OPEN CUT

ENTERPRISE AGREEMENT 2017

APPENDIX 2 – INDICATIVE WORK PATTERNS

ROSTER 1:

8 hours, 5 days, Mon-Fri, permanent day shift
 Production 7.00am – 3.00pm, Maintenance 6.30am – 2.30pm

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		D	D	D	D	D			D	D	D	D	D	

ROSTER 2:

12 hours, 7 days, rotating day/night shift, work on all public holidays except 2. Public Holiday Payment paid separately.
 Production 7.00 am – 7.00 pm, 7.00 pm – 7.00 am, Maintenance 6.30am – 6.30pm, 6.30pm – 6.30am

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	D	D							N	N				D	D			N	N		
B	N		D	D							N	N				D	D				N
C	N	N			D	D				D								D	D		
D	D		N	N					D	D						N	N				

ROSTER 3:

12 hours + changeover, 7 days, rotating day/night shift, work on all public holidays except 2. Public Holiday Payment paid separately.
 Production 7.00 am – 7.30 pm, 7.00 pm – 7.30 am, Maintenance 6.30am – 7.00pm, 6.30pm – 7.00am

CREW	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	D	D							N	N				D	D			N	N		
B	N		D	D							N	N				D	D				N
C	N	N			D	D				D								D	D		
D	D		N	N					D	D						N	N				

ROSTER 4:

8 hours + changeover, 5 days, Mon-Fri, permanent day shift
 Production 7.00am – 3.30pm, Maintenance 6.30am – 3.00pm

CREW	S	M	T	W	T	F	S	S	T	W	T	F	S
A		D	D	D	D	D			D	D	D	D	

ROSTER 5:

10.5 Hours, 4 days, Tues-Fri, permanent day shift
 Production 7.00am – 5.30pm, Maintenance 6.30am – 5.00pm

CREW	S	M	T	W	T	F	S	S	T	W	T	F	S
A			D	D	D	D			D	D	D	D	

C = Nominal Communication Days, planned to occur in accordance with Clause 9.2.2.2.

RAVENSWORTH OPEN CUT

ENTERPRISE AGREEMENT 2017

APPENDIX 3

BUSINESS PERFORMANCE CRITERIA ("BONUS")

NOTES	PERFORMANCE COMPONENT (KPI)	WEIGHTING	MONTHLY VARIABLE COMPONENT (% Ranges) KPI		
			0%	(c) >50%	100%
1	Prime Volume (Prime Overburden + ROM Coal) (eqbcm.)	75%	Pro-rata	Pro-rata	Pro-rata (uncapped)
2	Total Recordable Injuries (TRI) (Number of.)	5%	More injuries than Target	Injuries consistent with Target	Less injuries than Target
3	Leading Safety Indicator Measure	20%	Pro-rata	Pro-rata	Pro-rata up to 100%
4	Flexibility Allowance				
5	Personal Performance (Managed through Company*)	0%			
	*Mandatory Company requirement for ALL EMPLOYEES				

Note: Budget Targets that determine the Performance Component, will be set by the Company at the commencement of the new period (calendar year). These include Prime Volume (Prime Overburden and ROM Coal) and Safety Performance targets (Total Recordable Injuries). Where the agreement period straddles 2-years, the payments will be pro-rated throughout the calendar year periods

Monthly Performance - will be the ACTUAL performance measured against the Company's BUDGET Targets*

- 1 Prime Volume will be based on the annual budget by month for the following;
 - i). Prime Overburden (bcm)
 - ii). ROM Coal Mined (ktonnes) divided by 1.5
 These will be added together to provide an EQUIVALENT BCM measure (eqbcm)

The results for the month will be the Actual Equivalent BCM Divided by the Budget Equivalent BCM and a Pro-rata % applied.

***Note: It is the Operations Manager's discretion to adjust the payment of (1) to review actual performance Vs Company Monthly REFORECASTS as a result of Operational issues or changes that may impact on an Employee's ability to achieve targets.**

- 2 Total Recordable Injuries (Includes LTI's, RWI's, MTT's for all Employee's and supplementary labour – ie. Contractors undertaking Employee functions)
 The results for the month will be as follows;
 Where TRI's below the monthly target (100% payment) - ie. Less injuries (demonstrates improvement)
 Where TRI's equal the monthly target (50% payment) - Nil improvement
 Where TRI's exceed the monthly target (0% payment) - Worsening performance

- 3 Leading Safety Indicator Measure
 These will be in accordance with Company Procedure for Leading Indicator Measures and will be reviewed in consultation with the site's WHS Committee.

Note: It is the intent that that these KPI's promote leading (or positive) safety behaviours. It is focused on reducing incidents and injuries across the site.

- 4 Flexibility Allowance (Monthly – Fixed rate)
 For providing operational flexibility, to compensate Employees for the loss of entitlements not otherwise contained in Appendix 1 which is paid on a proportionate basis in each pay period.

- 5 Personal Performance
 The Employee will participate in Company performance reviews - These will include discussion around Employee behaviours, absenteeism, training & development, conduct and performance. These will occur periodically (approx twice per year) however will be subject to Company discretion.

ANNUAL Performance Adjustment - will be the ACTUAL performance measured against the Company's BUDGET Targets

1

Note: At the Completion of a Calendar (budget) year, the Company will review the bonus paid for the full year on the basis of achieving (or exceeding) budgeted **TOTAL RECORDABLE INJURIES** (TRI's) targets, based on Employee injuries only. If the site achieves or (exceeds) the budgeted targets (ie a Reduction in the number of TRI's) then the Employees will be paid a top up bonus on the TRI to the maximum payment amount on this performance component.
Note: The annual performance adjustment will be recalculated at the end of the year exclusive of contractors.

**RAVENSWORTH OPEN CUT
ENTERPRISE AGREEMENT 2017
APPENDIX 4 – PUBLIC HOLIDAY PAYMENT**

Production Employees

Day and Shift Criteria	Public Holiday Allowance for 12 Hour 7 Day Roster For persons required to work on all or part of a Public Holiday		
	Single Time Paid Hours for Each Criteria	Hours Already Paid in Work Pattern	Balance of Hours to be Paid in Pay Cycle
Rostered off all of PH	0	0	12
Finishing N/S on PH (12am – 7am)	26	9	17*
Starting N/S on PH (7pm – 12pm)	22	5	17**
D/S Rostered on during the week	36	14	22
D/S Easter Saturday	36	24	12
N/S Easter Saturday	36	24	12
D/S Easter Sunday	36	24	12
N/S Easter Sunday	36	24	12
D/S Easter Monday	36	14	22
N/S Easter Monday	36	14	22
D/S Easter Tuesday	36	14	22
N/S Easter Tuesday	22	5	17**

PH – Public Holiday, N/S – night shift, D/S – Day Shift * Includes 5 hours for being rostered off at end of PH. ** Includes 7 hours for being rostered off at start of PH.

- *Public Holiday Allowance* – means an amount paid to compensate 7-day roster personnel for being rostered on to work gazetted public holidays. Rostered on includes approved leave, except long service leave, taken on the rostered shift. Public Holiday Allowance is payable on all gazetted holidays except the two annual public holidays agreed that there be no work (currently Christmas Day and Boxing Day).
- *Note: Should the start/finish times of the 12 hour roster be altered then the Public Holiday Allowance will be adjusted accordingly*

Public Holiday Allowance for 12.5 Hour 7 Day Roster For persons required to work on all or part of a Public Holiday			
Day and Shift Criteria	Single Time Paid Hours for Each Criteria	Hours Already Paid in Work Pattern	Balance of Hours to be Paid in Pay Cycle
Rostered off all of PH	0	0	12.5
Finishing N/S on PH (12am – 7.30am)	27.5	10	17.5*
Starting N/S on PH (7pm – 12pm)	22.5	5	17.5**
D/S Rostered on during the week	37.5	15	22.5
D/S Easter Saturday	37.5	25	12.5
N/S Easter Saturday	37.5	25	12.5
D/S Easter Sunday	37.5	25	12.5
N/S Easter Sunday	37.5	25	12.5
D/S Easter Monday	37.5	15	22.5
N/S Easter Monday	37.5	15	22.5
D/S Easter Tuesday	37.5	15	22.5
N/S Easter Tuesday	22.5	5	17.5**

PH – Public Holiday, N/S – night shift, D/S – Day Shift * Includes 5 hours for being rostered off at end of PH. ** Includes 7.5 hours for being rostered off at start of PH.

- Public Holiday Allowance – means an amount paid to compensate 7-day roster personnel for being rostered on to work gazetted public holidays. Rostered on includes approved leave, except long service leave, taken on the rostered shift. Public Holiday Allowance is payable on all gazetted holidays except the two annual public holidays agreed that there be no work (currently Christmas Day and Boxing Day).
- Note: Should the start/finish times of the 12.5 hour roster be altered then the Public Holiday Allowance will be adjusted accordingly

Maintenance Employees

Public Holiday Allowance for 12 Hour 7 Day Roster For persons required to work on all or part of a Public Holiday			
Day and Shift Criteria	Single Time Paid Hours for Each Criteria	Hours Already Paid in Work Pattern	Balance of Hours to be Paid in Pay Cycle
Rostered off all of PH	0	0	12
Finishing N/S on PH (12am – 6am)	24	8	16*
Starting N/S on PH (6pm – 12pm)	24	6	18**
D/S Rostered on during the week	36	14	22
D/S Easter Saturday	36	24	12
N/S Easter Saturday	36	24	12
D/S Easter Sunday	36	24	12
N/S Easter Sunday	36	24	12
D/S Easter Monday	36	14	22
N/S Easter Monday	36	14	22
D/S Easter Tuesday	36	14	22
N/S Easter Tuesday	24	6	18**

PH – Public Holiday, N/S – night shift, D/S – Day Shift * Includes 5 hours for being rostered off at end of PH. ** Includes 7 hours for being rostered off at start of PH.

- *Public Holiday Allowance* – means an amount paid to compensate 7-day roster personnel for being rostered on to work gazetted public holidays. Rostered on includes approved leave, except long service leave, taken on the rostered shift. Public Holiday Allowance is payable on all gazetted holidays except the two annual public holidays agreed that there be no work (currently Christmas Day and Boxing Day).
- *Note: Should the start/finish times of the 12 hour roster be altered then the Public Holiday Allowance will be adjusted accordingly*

Public Holiday Allowance for 12.5 Hour 7 Day Roster For persons required to work on all or part of a Public Holiday				
Day and Shift Criteria	Single Time Paid Hours for Each Criteria	Hours Already Paid in Work Pattern	Balance of Hours to be Paid in Pay Cycle	
Rostered off all of PH	0	0	12.5	
Finishing N/S on PH (12am – 7am)	26.5	9.5	17*	
Starting N/S on PH (6.30pm – 12pm)	23.5	5.5	18**	
D/S Rostered on during the week	37.5	15	22.5	
D/S Easter Saturday	37.5	25	12.5	
N/S Easter Saturday	37.5	25	12.5	
D/S Easter Sunday	37.5	25	12.5	
N/S Easter Sunday	37.5	25	12.5	
D/S Easter Monday	37.5	15	22.5	
N/S Easter Monday	37.5	15	22.5	
D/S Easter Tuesday	37.5	15	22.5	
N/S Easter Tuesday	23.5	5.5	18**	

PH – Public Holiday, N/S – night shift, D/S – Day Shift * Includes 5 hours for being rostered off at end of PH. ** Includes 7.5 hours for being rostered off at start of PH.

- *Public Holiday Allowance* – means an amount paid to compensate 7-day roster personnel for being rostered on to work gazetted public holidays. Rostered on includes approved leave, except long service leave, taken on the rostered shift. Public Holiday Allowance is payable on all gazetted holidays except the two annual public holidays agreed that there be no work (currently Christmas Day and Boxing Day).
- *Note: Should the start/finish times of the 12.5 hour roster be altered then the Public Holiday Allowance will be adjusted accordingly*

**RAVENSWORTH OPEN CUT
ENTERPRISE AGREEMENT 2017
APPENDIX 5 - MEETINGS**

MONTHLY UNION MEETINGS

Employees will be able to attend regular monthly meeting with Union representatives outside regular work hours in a manner that it does not impact on the operation. Any monthly meeting requested to be held on site, will be in a location as agreed by the Company, and at the Employee's own time.

LODGE OFFICIAL TRAINING AND MEETINGS

The Company will approve the unpaid leave of absence for Lodge officials to attend Delegates meetings and associated training provided adequate notice is provided and the leave does not unreasonably impact on the operation. Leave entitlements will continue to accrue during these periods of approved unpaid leave.

**RAVENSWORTH OPEN CUT
ENTERPRISE AGREEMENT 2017**

APPENDIX 6

STEP UP ALLOWANCES

Note: These allowances will be paid on a full or part shift basis as agreed by the Supervisor, Superintendent or Department Manager.

Shift payments will be in accordance with the following;

- 25% of Employees shift length worked in a step-up capacity will be paid at 25% shift allowance,
- Greater than 25% and less than 50% of Employees shift length worked in a step-up capacity will be paid at 50% shift allowance,
- Greater than 50% of Employees shift length worked in a step-up capacity will be paid at full shift allowance.

STEP UP SUPERVISOR

A Step Up Supervisor is an Employee stepping up into a supervisory role and is responsible for instructing other Employees on their daily jobs and all other tasks normally performed by the absent or unavailable Supervisor, including completion of any reporting obligations for the shift.

STEP UP MINING SUPERVISOR (OPEN CUT EXAMINER (OCE))

A Step Up Mining Supervisor (OCE) is an Employee who is in possession of a NSW OCE ticket and specifically appointed by the Mine Manager as competent to perform this role

A Step Up Mining Supervisor (OCE) is responsible for instructing other Employees on their daily jobs and all other tasks normally performed by the absent or unavailable Mining Supervisor, including statutory responsibilities and completion of any reporting obligations for the shift.

**RAVENSWORTH OPEN CUT
ENTERPRISE AGREEMENT 2017**

APPENDIX 7

Annual Leave & Long Service Leave Guide

Crew Size	# Employees Off
0-5	1
6-10	1
11-15	2
16-20	2
21-30	4
31-40	5
41-50	6
51-60	7
61-70	8
71-80	10
81-90	11
91-100	12
101-110	13
111-120	14
121-130	16
Based on 12%	

Note: This guide represents the total number of people off shift and should be used as a guide only.

Crew Size refers to Employees employed under this agreement

Periods of LSL in excess of 1 month will be excluded

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2017/5965

Section 185 – Application for approval of a single enterprise agreement

Undertakings- Section 190

I, Tony Morris, Operations Manager for Ravensworth Coal Management Pty Limited give the following undertakings with respect to the *2017 Ravensworth Open Cut Enterprise Agreement* ("the Agreement"):

1. I have the authority given to me by Ravensworth Coal Management Pty Limited (**the Employer**) to provide this undertaking in relation to the application before the Fair Work Commission.
2. In relation to employees who:
 - a. regularly work a '7 Day Roster' referred to in clause 12.1.1, Appendix 1 and Appendix 2 of the Agreement; or
 - b. regularly work a 'roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays';

the Employer confirms, such employees are shift workers for the purposes of the National Employment Standards (**NES**).

3. In relation to clause 8.7(2) of the Agreement, the Employer confirms that notwithstanding clause 8.7(2) of the Agreement, if an employee's employment is terminated at the initiative of the Employer, the employee will be provided with notice of termination in accordance with the NES.
4. In relation to clause 4 of the Agreement, the Employer confirms that junior, adult or school based apprentices are not intended to be covered by the Agreement.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

04/04/2018
Date