

## Coal Mine Worker Briefing: WorkPac Coal Mining Agreement 2026

This briefing document is provided by way of explanation of the terms of the final version (to be put to ballot) of the proposed WorkPac Coal Mining Agreement 2026 (**2026 Agreement**), and their effect. The briefing document contains a high-level comparison between the 2026 Agreement, the WorkPac Coal Mining Agreement 2019 (**2019 Agreement**), and (where applicable) the Black Coal Mining Award 2020 (**Award**).

Please review this briefing document. Should you have any questions regarding this briefing document or the proposed Agreement then you can contact your Recruitment Coordinator, your WorkPac Site Representative or the Employee Relations Department on 1800 019 194 or email [WorkPacEBA@WorkPac.com](mailto:WorkPacEBA@WorkPac.com).

The WorkPac Coal Mining Agreement 2026 is comprised of the following provisions:

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
Clause 1.1	Title of the Agreement	WorkPac Coal Mining Agreement 2026 (the Agreement).	Changed name of Agreement to WorkPac Coal Mining Agreement 2026.	--
Clause 1.2	Parties to the Agreement	The parties to the Agreement are WorkPac Pty Ltd, WorkPac Mining Pty Ltd and their respective employees referred to as Coal Mine Workers (CMWs) in the Agreement.	The coverage clause in the 2026 Agreement has been amended for clarity, to specify that CMWs who are employed by the Company are party to the Agreement.	--
Clause 1.3	Period of Operation	The Agreement shall commence 7 days after approval from the Fair Work Commission and the nominal expiry date	The period of operation of the 2019 Agreement was 4 years.	--

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		will be 3 years after the Fair Work Commission approves the Agreement.	The period of operation of the 2026 Agreement is 3 years.	
Clause 1.4	Application of Agreement	The effect of the clause is that the Agreement will apply to all CMWs working for the Company in the black coal mining industry whose duties are directly connected with the day to day operation of a black coal mine and who are employed within the classification structure contained in Schedule I to the Agreement.	This clause is essentially the same clause between the 2026 Agreement and 2019 Agreement. The 2026 Agreement contains a minor update to specify that CMWs covered by the agreement must fall within the classification structure contained at Schedule I to the Agreement.	Award applies to Staff Employees (plus Mines Rescue Service Employees) as well as Production and Engineering Employees.
Clause 1.5	Scope and Intent of the Agreement	<p>The 2026 Agreement incorporates the Award, as varied from time to time. Should there be an inconsistency between this Agreement and the Award then this Agreement shall prevail.</p> <p>By incorporating the Award in this way, the standards set out under the Award apply to CMWs, unless changed by the 2026 Agreement.</p> <p>The National Employment Standards (NES) under the Fair Work Act continue to apply to CMWs covered by the Agreement.</p>	This clause is essentially the same between the 2026 Agreement and 2019 Agreement.	

<b>Clause Number</b>	<b>Clause Title</b>	<b>Summary of clause</b>	<b>Comparison to the 2019 Agreement</b>	<b>Comparison to the Award</b>
Clause 1.6	Definitions	<p>This Agreement defines key terms in the Agreement. Use this clause to interpret the meaning of these key terms.</p> <p>A number of these terms are explained later in this document.</p>	<p>A number of definitions were added or amended for completeness and where required for new/amended provisions in the Agreement.</p>	--
Clause 2	Individually Flexibility	<p>The effect of the clause is the Company and a CMW can agree to vary the application of particular terms of the 2026 Agreement if certain conditions are met. These requirements are set out in the clause.</p>	<p>This clause essentially the same between the 2026 Agreement and the 2019 Agreement.</p>	<p>The Award requires 13 weeks' notice of termination of an arrangement of this sort, rather than 28 days' written notice under the Agreement.</p>
Clause 3	Higher Duties	<p>This clause refers to how a CMW will be paid if they work on higher duties.</p> <p>Where a CMW is directed to work for more than 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.</p> <p>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.</p>	<p>This clause has been amended in the 2026 Agreement to include the requirement that the direction for a CMW to undertake work at a higher classification must be reasonable and within the CMW's skill, competency and training.</p>	<p>Under the Award, where a CMW is directed to perform higher duties on any shift, they would be paid the rate prescribed for the higher classification for the whole shift.</p>

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Clause 4	Deduction of Monies	<p>This clause deals with the deduction of monies from a CMW's wages.</p> <p>Wages will be paid subject to the CMWs authorised deductions as agreed with the Company. Deductions shall be consistent with the Fair Work Act and authorised in writing.</p> <p>This clause also deals with underpayment of wages. If the Company verifies an underpayment 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 that this cannot be achieved the maximum period will be the next pay run.</p>	<p>This clause remains largely the same between the 2026 Agreement and the 2019 Agreement, although additional clauses have been added to ensure compliance with the Fair Work Act and that to the extent of any inconsistency between the Fair Work Act and the Agreement, the Fair Work Act will prevail.</p>	<p>This is not dealt with in the Award.</p>
Clause 5	No Extra Claims	<p>The parties will not, during the term of the 2026 Agreement, pursue any further claims about any matter which pertains to the employment relationship, excluding with respect to claims for flexible working arrangements.</p>	<p>This clause remains largely the same between the 2026 Agreement and the 2019 Agreement, however, has been amended to include the exclude claims for flexible working arrangements, consistent with the Fair Work Act.</p>	
Clause 6	Contract of Employment	--	--	--

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
Clause 6.1	Qualifying period	A 6 month qualifying period applies to all CMWs. Any Casual CMW who converts to permanent employment under clause 6.4.8 will not then be subject to a new 6 month qualifying period.	<p>This clause in the 2019 Agreement applied only to Full Time and Part Time CMWs.</p> <p>This clause in the 2026 Agreement applies to all CMWs</p>	This is not dealt with in the Award.
Clause 6.2	Lawful Directions	This clause requires CMWs to follow directions and notify their supervisor if they cannot. Refusal to comply may result in the termination of employment.	This clause remains the same between the 2026 Agreement and 2019 Agreement.	This is not specifically dealt with in the Award.
Clause 6.3	Skills, Competence and Training	CMWs are required to perform work within their skill, competency and training as required by the Company. It is agreed that CMWs will undertake all training as reasonably directed for the performance of work and the development of skills.	This clause is essentially the same between the 2026 Agreement and the 2019 Agreement.	Consistent with the Award.
Clause 6.4	Status of Employment	<p>CMWs under this Agreement shall be employed in one of the following categories:</p> <ul style="list-style-type: none"> <li>• Casual CMWs;</li> <li>• Part-Time CMWs;</li> <li>• Full Time CMWs;</li> <li>• Fixed Term CMWs; or</li> <li>• Trainee CMWs (engaged on either a Full-Time or Part-Time basis).</li> </ul>	The 2026 Agreement removes the alternate wording of “or Assignment” from Fixed-Term CMWs and adds Trainee CMWs to the category list.	There is no ‘casual’ classification for CMWs under the Award in the classifications covered by the Agreement.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
(Clause 6.4.7)	(Casual CMWs)	<p>Casual CMWs will be paid for a minimum of 6 hours per engagement subject to inclement weather conditions.</p> <p>Casual CMWs engaged as a Base Rate Casual shall receive a casual loading of 25% on the casual base rate of pay for the applicable classification. Flat Rate Casual CMWs are paid a flat rate of pay that already incorporates a 25% loading on the casual base rate.</p>	<p>Casual loading under the 2019 Agreement was non-compounding (i.e. the 25% loading was added to the base rate of pay, not the higher casual base rate of pay). Casual loading under the 2026 Agreement is compounding (i.e. the 25% loading is added to the casual base rate of pay).</p> <p>Amendments have also been made to confirm that the casual loading does not offset a Casual CMW's entitlement to paid long service leave or family and domestic violence leave.</p>	<p>The Award provides that a casual employee must be paid for a minimum of 4 hours on each engagement.</p>
(Clause 6.4.8)		<p>Casual CMWs who have been employed for at least the last 6 months, may notify the Company that they no longer believe that their employment falls within the definition of 'casual' employment, and therefore wish to convert to a Permanent Employment CMW. The Company will assess the Casual CMW's employment against certain indicia to determine whether it can be characterised as</p>	<p>The 2019 Agreement provided that eligible Casual CMWs could apply to the Company to have their employment converted to permanent employment if they have been working on a regular and systematic basis for at least 12 months. The Company must not refuse the request unless written notification has been provided to</p>	<p>Consistent with the Fair Work Act (though not specifically dealt with in the Award).</p>

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>permanent. If so, and if there are no reasonable operational grounds not to convert the Casual CMW, then the Company must convert the Casual CMW to a Permanent Employment CMW in accordance with this clause.</p>	<p>the Casual CMW that operational requirements are changing/ceasing at the mine within the next 3 months</p> <p>The amendments to the 2026 Agreement described in the previous column enable Casual CMWs to seek conversion sooner, and are consistent with amendments to the Fair Work Act.</p>	
<p>Clause 6.4.9 – 6.4.14)</p>	<p>(Part Time CMWs)</p>	<p>A Part Time CMW’s ordinary hours of work, days of work, start and finish times, classification of work and period of part time employment must be agreed in writing prior to employment commencing.</p> <p>See clause 1.6 of the Agreement (Definitions) for further explanation around the pay and conditions for a Part Time CMW.</p>	<p>This clause is essentially the same between the 2026 Agreement and 2019 Agreement – noting that Part Time CMW pay and conditions of employment now in the Definitions section.</p>	<p>Consistent with the Award.</p>
<p>(Clause 6.4.16 – 6.4.17)</p>	<p>(Fixed Term CMWs)</p>	<p>A Fixed Term CMW cannot be engaged on a fixed term arrangement that is greater than 12 months in length. If the engagement continues past 12 months, the employee will convert to Full Time or Part Time. Upon the cessation of the</p>	<p>The 2026 Agreement has been amended to no longer allow for consecutive fixed term arrangements that are greater than 12 months in length. The clause now stipulates that a Fixed Term</p>	<p>Fixed Term engagement is not specifically contemplated in the Award, except for acknowledging that redundancy provisions are not applicable to Fixed Term employees.</p>

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>fixed term engagement, the Company will be required to pay out the balance of paid leave entitlements and any subsequent engagement by the Company will be considered a new and distinct engagement.</p>	<p>employee's leave balance is to be paid out at the end of the fixed term arrangement.</p>	
<p>Clause 6.5 (6.5.1-6.5.9)</p>	<p>Termination of Employment</p>	<p>Casual CMWs are to be given and to provide the Company with one (1) shift's notice of termination.</p> <p>Notice by the Company to CMWs (excluding casuals) of termination of employment shall be consistent with the Fair Work Act.</p> <p>Resignation by CMWs (excluding casuals) is one (1) weeks' notice.</p> <p>Final payments following a CMW's termination will be paid as soon as practicable and within the next pay cycle.</p> <p>CMWs can be dismissed for serious misconduct and they are not entitled to notice if they have been terminated for serious misconduct as defined in the Fair Work Regulations.</p>	<p>The 2026 Agreement increases to the notice for casuals from 6 hours' notice in the 2019 Agreement.</p> <p>The 2026 Agreement now contains:</p> <ul style="list-style-type: none"> <li>• Notice requirements for CMWs terminated due to redundancy now contained in Clause 13.</li> <li>• Circumstances pertaining to termination of a CMW who has abandonment their employment contained in clause 6.6.</li> </ul>	<p>Periods of notice consistent with Award where applicable, noting the Award does not cover the 'casual' classification for CMWs.</p> <p>The Award requires payment of wages due to an employee on termination to be paid on the day of such termination, or forwarded by post or made via EFT, within 72 hours.</p>

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6.5.10-6.5.13	(Termination of Fixed Term Employment)	<p>The employment of a Fixed Term CMW may terminate by the completion of the fixed term, or by the Company's provision of one (1) week's notice prior to the expiry of the fixed term (except for termination due to serious misconduct).</p> <p>Eligible Fixed Term CMWs whose employment is terminated by the Company with notice, will also receive an early termination compensation payment equivalent to 3 weeks' pay (or 4 weeks' pay inclusive of the 1 week notice required by the Company), except for CMWs terminated within their qualifying period, for summary dismissal or due to abandonment of employment.</p>	<p>Most of this clause is new to the 2026 Agreement. The termination of Fixed Term CMWs is dealt with briefly in the 2019 Agreement at clause 6.5.6 and 6.5.7.</p>	<p>Fixed Term engagement not explicitly dealt with in the Award.</p>
Clause 6.6	Abandonment of Employment	<p>The absence of a non-Casual CMW from work for a continuous period exceeding three (3) rostered working days without:</p> <ul style="list-style-type: none"> <li>(a) the consent of the Company;</li> <li>(b) a reason acceptable to a reasonable person; or</li> <li>(c) notification to the Company,</li> </ul> <p>is prima facie evidence that the CMW has abandoned their employment.</p>	<p>In the 2019 Agreement, this clause covers 'Full Time, Part Time or Fixed Term or Assignment CMW'. In the 2026 Agreement, this scope is 'non-Casual CMW'.</p> <p>Additionally the reference in the 2019 Agreement to a reason acceptable 'to the Company', in changed in the 2016 Agreement to</p>	<p>Abandonment of employment is not dealt with in the Award.</p>

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		<p>The Company will make reasonable attempts to contact a CMW to ascertain the reasons for the absence. If the Company cannot contact the CMW, or the CMW evidences an intention to abandon their employment, the Company is entitled to accept that conduct as a repudiation of the employment contract and the end of the employment relationship, bringing employment to an end. The Company will send a confirmation letter.</p> <p>Abandonment of employment has the effect that the employment is terminated by the CMW.</p>	<p>a reason acceptable to 'a reasonable person'.</p>	
Clause 6.7	Standing Down of CMWs	<p>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.</p> <p>A CMW who is stood down may elect to use accrued annual leave entitlements or RDOs for such time.</p>	<p>This clause remains the same between the 2026 Agreement and the 2019 Agreement.</p>	<p>Stand down is not dealt with in the Award.</p>

<b>Clause Number</b>	<b>Clause Title</b>	<b>Summary of clause</b>	<b>Comparison to the 2019 Agreement</b>	<b>Comparison to the Award</b>
Clause 6.8	Safety	<p>It is a condition of a CMW's employment that the CMW complies 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.</p> <p>CMWs are also required to wear the relevant PPE at all times.</p> <p>This clause reiterates an employment obligation.</p>	<p>This clause remains largely the same between the 2026 Agreement and the 2019 Agreement.</p>	<p>Obligations not dealt with in the Award.</p>
Clause 6.9	Fitness for Work	<p>CMWs must attend 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.</p> <p>This clause provides the procedure that must be followed for a CMW to declare any medically prescribed and/or non-prescription medication (including prescription cannabis or THC), that has the ability to impact their fitness for work, prior to commencing work. Such declared medications may only continue to be taken once approved by the Company and strictly as prescribed.</p>	<p>This clause in the 2026 Agreement expands on the 2019 Agreement clause requiring that a CMW present fit for work, by stipulating that a CMW must not present to site, undertake any work or duties, or operate a vehicle or machinery, with any level of drug or alcohol in their system (other than those medically prescribed and approved).</p> <p>CMWs are required to disclose the use of prescription and non-prescription medication to the Company and to their supervisor</p>	<p>Obligations not dealt with in the Award.</p>

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>If there is any inconsistency between the Company's relevant policies or procedures and those of the Client, then the CMW must comply with both, or in the event that is not possible, comply with the highest standard or requirement.</p> <p>This clause reiterates an employment obligation.</p>	<p>prior to commencing work, and may only continue to take prescription medication once declared, approved by the Company and in accordance with the prescription.</p> <p>The clause stipulates that CMWs must comply with both the Company and the Client policies relating to drugs and alcohol and adopt the highest standard or requirement in the event of a direct inconsistency.</p>	
Clause 7	Disputes Settlement Procedure	This clause is required by the Fair Work Act and provides the procedure that must be followed by the Company and CMWs if a party has a dispute in relation to the Agreement or the NES.	This clause remains largely the same between the 2026 Agreement and the 2019 Agreement. Names of position titles have been amended to reflect internal changes to organisational structure.	The procedure under the Agreement includes timeframes for steps which are not included in the procedure in the Award.
Clause 8	Workplace Delegates' Rights	--	This is an entirely new clause inserted into the 2026 Agreement following amendments to the Award and the Fair Work Act.	--
Clause 8.1	Definition of Clause Terms	Defines the terms Eligible Workers, Union, Union Member and Workplace Delegate.	New clause.	Defined terms consistent with the Award and the Act.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
Clause 8.2	Right to Represent	<p>A Workplace Delegate is entitled to represent their Union or a Union Member in a number of matters including consultation, dispute resolution, disciplinary and performance matters, enterprise bargaining, any other prescribed process or procedure that concerns their industrial interests, and any other bona fide Union business.</p> <p>A Workplace Delegate must notify the Company of their appointment, or cessation of their appointment, in writing.</p> <p>Where it does not impact operations, a Workplace Delegate is entitled to be released from normal duties to exercise their right to represent for the above matters.</p>	New clause.	Consistent with the Award with the addition of a right to represent for any other bona fide Union business.
Clause 8.3	Union Leave	<p>Workplace Delegates will have access to a pool of paid Union leave of 8 days per MEU District, including Queensland, Northern NSW and South-Western NSW.</p> <p>The clause provides the purposes for which the union leave may be utilized, including attendance at any council or committee meetings, conventions, court</p>	New clause.	This is not dealt with in the Award.

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		<p>proceedings and other representative duties.</p> <p>Workplace Delegates will also have access to 5 unpaid Union leave days to be used for the same abovementioned purposes.</p> <p>Paid and unpaid union leave will each accrue on approval of Agreement and each anniversary thereafter but will not accumulate from year to year.</p>		
Clause 8.4	Training Leave	<p>Workplace Delegates are entitled to training leave paid by the Company as follows:</p> <ul style="list-style-type: none"> <li>• 5 days in the first year of service as a Workplace Delegate; and</li> <li>• 1 day each year that follows.</li> </ul> <p>The clause further stipulates the notice (minimum 5 weeks) and evidence required for any training days.</p>	New clause.	Consistent with the Award.
Clause 8.5	Right to Reasonable Communication	<p>This clause outlines the circumstances in which a Workplace Delegate may engage with CMWs employed by the Company,</p> <p>The clause further confirms that the</p>	New clause.	This is not dealt with in the Award.

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		Company cannot prevent a CMW from disclosing information to a Workplace Delegate, or a Workplace Delegate disclosing that information to their Union or an eligible Worker.		
Clause 8.6	Right to Use Facilities	<p>The Company must provide certain resources where required to Workplace Delegates including:</p> <ul style="list-style-type: none"> <li>• A room for discussions;</li> <li>• Electronic means of communications;</li> <li>• A lockable notice board; and</li> <li>• Office facilities and equipment.</li> </ul> <p>There are some circumstances where the Company is not required to fulfil the abovementioned obligations (e.g. Company does not have access or it would be impractical in the circumstances).</p>	New clause.	Consistent with the Award, with minor adjustments such as specifying the noticeboard be: lockable, in a high traffic area, and under exclusive access of Workplace Delegates.
Clause 8.7	Prohibited Conduct	The Company must not engage in certain conduct in relation to Workplace Delegates exercising their rights and responsibilities, for example, preventing Workplace Delegates from exercising their rights as Workplace Delegates.	New clause.	This is not dealt with in the Award.
Clause 9 (formerly Clause 8)	Classifications	Classifications are determined by the skills required for the particular role and	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Classification levels are generally consistent with the classifications in the Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>not skills attained. Classifications are defined in Schedule 1 of the Agreement.</p> <p>These classifications also determine the applicable rate of pay.</p>		
Clause 10 (formerly Clause 9)	Wage Rates	--	--	--
Clause 10.1 (formerly Clause 9.1)	Ordinary Hourly Wage Rate	<p>At the election of the Company a CMW will be paid either a base rate or a flat rate.</p> <p>Base Rate CMWs are paid at the rate contained at Schedule 2 depending on the CMWs classification. Base rate CMWs are also entitled to allowances (except as specifically incorporated), overtime and any other entitlements as set out in the 2026 Agreement, in addition to their base rate of pay.</p> <p>Flat Rate CMWs are paid a flat rate derived from Schedules 3-6. The flat rates provide compensation for all work performed, including overtime, weekend penalties, public holiday loadings, shift penalties, annual leave loading (where applicable), casual loading (where applicable), any industry and special</p>	This clause essentially remains the same between the 2026 Agreement and the 2019 Agreements	The Award does not include 'flat rates' of pay. Remuneration under the Award is based on ordinary hours plus additional penalties and allowances where relevant (i.e. how 'Base Rate CMWs' are paid).

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		<p>allowances that apply to all CMWs covered by the Agreement and any industry and special allowances specifically incorporated that may not apply to all CMWs covered by the Agreement.</p> <p>A CMW can also request the Company provide them with a 'reconciliation', which compares what the CMW earned in the roster cycle against what they would have earned under the Award. If the amount the CMW would have earned under the Award is higher, the Company will pay the difference to the CMW within 1 pay period.</p>		
Clause 10.2 (formerly Clause 9.2)	Payment of Wages	<p>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.</p> <p>Notwithstanding the above, upon receiving notification of any pay discrepancies relating to a CMW's weekly pay or time worked, the Company will investigate such matters as quickly as</p>	This clause has been amended in the 2026 Agreement to confirm the Company will investigate and rectify pay discrepancies as soon as practicable and prior to the next pay cycle.	Payment terms are consistent with Award.

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		possible and make any rectification payments as soon as practicable prior to the next pay cycle.		
Clause 10.3 (formerly Clause 9.3)	Averaged Weekly Payment Arrangement Option	<p>The Company may (at its discretion) offer an Averaged Weekly Payment Arrangement Option, to Permanent Employment CMWs, to be entered into by agreement.</p> <p>Averaged Weekly Payment Arrangement means a projected annualised amount based on expected wages, paid in instalments throughout the year.</p> <p>The Company will consult with affected CMWs prior to implementing an Averaged Weekly Payment Arrangement Option on their site. Consultation will be on the same basis as that prescribed for major workplace change (see clause 23).</p> <p>For the avoidance of doubt any Averaged Weekly Payment Arrangement Option will not disadvantage relevant CMWs for the purposes of their pay and conditions under other parts of the 2026 Agreement.</p>	This clause is essentially the same between the 2026 Agreement and the 2019 Agreement, other than the arrangement being renamed to 'Averaged Weekly Payment Arrangement Option'.	The Award does not include 'annualised salaries'. Remuneration under the Award is based on ordinary hours plus additional penalties and allowances where relevant (i.e. how 'Base Rate CMWs' are paid).

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		<p>CMWs that are paid in accordance with an Averaged Weekly Payment Arrangement Option will be, subject to request, given a reconciliation of hours worked versus hours paid under this arrangement prior to their termination of employment or termination of the arrangement, where any discrepancies will be resolved within the next pay cycle.</p> <ul style="list-style-type: none"> <li>• For the avoidance of doubt consistent with Clause 4 of the Agreement CMWs who have been overpaid will commit to an agreed signed authority to deduct an overpayment made as a result of the Averaged Weekly Payment Arrangement Option.</li> <li>• The Company, in accordance with Clause 4.5 of the Agreement, shall make a payment to the CMW where there is a verified underpayment.</li> </ul> <p>For the avoidance of doubt the minimum qualification for a CMW to be entitled to any Averaged Weekly Payment Arrangement Option will be a minimum of 6 months continuous employment period.</p>		

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Clause 10.4 (formerly Clause 9.4)	Trainees	<p>The Company is committed to engaging Trainees in the Black Coal Industry. Trainee rates of pay can be found in Schedules 2, 3, 4, 5, and 6 of the Agreement.</p> <p>Trainees will be engaged as either a Junior Trainee (under 21 years of age) or an Adult Trainee (21 and over). Junior Trainees will be paid 85% of the equivalent Adult Trainee rate.</p> <p>Adult Trainees will commence at a Trainee Year 1 rate and remain at this level until progressing to Trainee Year 2 after a period of twelve (12) months.</p> <p>Both full time and part time traineeships are available under the 2026 Agreement.</p>	This clause is amended in the 2026 Agreement to introduce the concept of Junior and Adult Trainees and specify how Trainees move through the levels with a prescribed higher Year 2 rate.	This is not dealt with in the Award.
Clause 10.5 (formerly Clause 9.5)	Wage increases  Base Rate Increases	<p>Wage increases will be consistent with Schedules 2, 3, 4, and 5 of the Agreement.</p> <p>The 2026 Agreement provides an increase on base rates from the date of commencement of no less than 6%, compared to the base rates payable under the current Agreement (inclusive of any statutory increases provided since the nominal expiry of the current Agreement). Base rates will then increase</p>	<p>This clause has been amended in the 2026 Agreement to:</p> <ul style="list-style-type: none"> <li>• Confirm increases to base and minimum flat rates upon commencement and annually on 1 July each year until July 2028 ;</li> <li>• Confirm guaranteed increases to the Flat Rate of Pay in circumstances where CMVs have not</li> </ul>	Specific annual wage increases are not dealt with in the Award, but wages under the Award are subject to the Annual Wage Review.

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Clause 10.5.2	Flat Rate Increases on Commencement of Agreement	<p>by a further 4% on 1 July 2027 and 4% on 1 July 2028.</p> <p>The Company applied the statutory 3.5% increase to all CMWs' base rates on 1 July 2025. All base rates of pay will receive an approximate 6% increase compared to the base rates payable under the current Agreement from commencement of the 2026 Agreement.</p> <p>If, upon the commencement of the Agreement, a Flat Rate CMW has not seen an increase to their Flat Rate of Pay within the last 12 months (provided the CMW has been employed by the Company for this period), the Company will apply an increase to that CMW's Flat Rate of Pay (as set out in their Notice of Offer) that is equal (in gross dollar value) to the sum of 3.5% of the CMW's base rate of pay prior to 1 July 2025, and 2% of the CMW's base rate of pay upon approval of the Agreement.</p>	<p>seen an increase to their Flat Rate of Pay in the 12 months prior; and</p> <ul style="list-style-type: none"> <li>• Capture the interaction of Regulated Labour Hire Arrangement Order ('<b>RLHAOs</b>') with increases to rates of pay.</li> </ul>	

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		See clause 10.5.2 for an example.		
Clause 10.5.3	Flat Rate Increases on 1 July thereafter	<p>All Flat Rate CMWs will receive the 4% increase to their Base Rate of pay on 1 July 2027 and 2028 as stipulated in clause 10.5.1.</p> <p>However, if a Flat Rate CMW was employed at the time of the previous wage increase under the 2026 Agreement, and has not otherwise received an increase to their Flat Rate of Pay (as set out in their Notice of Offer) since that date that is equivalent to at least 4% of the minimum flat rate of pay for their classification, the Company will apply an increase to that CMW's Flat Rate of Pay that is equal to that gross dollar amount, or the corresponding difference between any previous wage increase (as applicable).</p>		

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>Examples have been provided within this clause to demonstrate several scenarios including:</p> <ul style="list-style-type: none"> <li>• Full increase to Flat Rate of Pay;</li> <li>• Partial increase to Flat Rate of Pay; and</li> <li>• No increase to Flat Rate of Pay.</li> </ul>		
Clause 10.5.4	New Employees	<p>Those CMWs not employed at the time of the previous Agreement wage increase under the 2026 Agreement will be entitled to receive the applicable increase to their Base Rate of pay and Flat Rate of pay as compared to a similar CMW, at the same classification, working at the same site location on the same roster (i.e. parity with a “like for like” CMW at the same location, classification and roster).</p>		
Clause 10.5.5	Clarification	<p>This clause clarifies that where an employee receives an increase to their all-inclusive Flat Rate of Pay in a particular 1 July – 30 June period which is in gross</p>		



Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		The Protection of Uplifts do not apply in circumstances where a CMW is receiving payment of a PROP subject to a RLHAO in accordance with Clause 10.5.6.		
Clause 11 (formerly Clause 10)	Allowances	<p>Contains a list of allowances and how and when they are applicable.</p> <p>Where a CMW is paid a Flexible Reward Scheme payment such additional payment shall incorporate all allowances which might otherwise apply to the CMW. Provided that the total payment in gross wages to the CMW is not less than they would have received under the Agreement under a base rate plus penalties and allowances scenario.</p>	<p>This clause remains essentially the same between the 2026 Agreement and the 2019 Agreement. The standard weekly rate is now calculated in reference to the rate of pay for a Mineworker 3 instead of a Mineworker 2.</p> <p>Consistent with amendments to the Award minimums, amendments have been made to the values of the:</p> <ul style="list-style-type: none"> <li>• Transport Reimbursement;</li> <li>• Tool Allowance; and</li> <li>• Meal Allowance.</li> </ul>	The majority of allowances in the 2026 Agreement are consistent with the allowances in the Award.
Clause 12 (formerly Clause 11)	Superannuation	<p>The Company will comply with all relevant superannuation legislation as amended from time to time.</p> <p>The Company will provide for the payment of superannuation on all normal rostered hours, including rostered</p>	<p>This clause remains essentially the same between the 2026 Agreement and the 2019 Agreement. The 2026 Agreement adds that the Company will pay superannuation into the CMW's stapled fund if applicable.</p>	The payment of superannuation on applicable rostered hours as proposed is not dealt with in the Award.

<b>Clause Number</b>	<b>Clause Title</b>	<b>Summary of clause</b>	<b>Comparison to the 2019 Agreement</b>	<b>Comparison to the Award</b>
		overtime but excluding non-rostered overtime.		Salary sacrificing superannuation is not dealt with in the Award.
Clause 13 (formerly Clause 12)	Redundancy	--	--	--
Clause 13.1		The redundancy provisions of Clause 13 only apply to Permanent Employment CMWs, excluding Fixed Term CMWs.	This clause is updated in the 2026 Agreement to clarify that Fixed Term CMWs are excluded.	Consistent with Award.
Clause 13.2 (formerly Clause 12.1)	Definitions	<p>Defines when redundancy occurs.</p> <p>This will occur when the Company has made a definite decision that the Company no longer wishes the job the Permanent Employment 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.</p> <p>Also defines week's pay for the purpose of clause 12 of the Agreement (ordinary hours at the base rate of pay for the CMW).</p>	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Consistent with Award.
Clause 13.3	Notice	Where termination occurs due to redundancy, the Company shall provide the CMWs with a minimum of four (4) weeks' notice of termination.	Change to formatting structure only between the 2026 Agreement and the 2019 Agreement, to move	Consistent with the Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
			the clause from within cl 6 to within cl 13.	
Clause 13.4 (formerly Clause 12.2)	Severance Pay	<p>This only applies to permanent CMWs.</p> <p>Terminated CMWs shall be entitled to severance pay equal to one ordinary weeks' pay for each year of completed service. CMWs terminated are entitled to retrenchment pay equal to two ordinary weeks' pay for each completed year of employment. This payment is additional to the one week's severance pay (making a total of three ordinary weeks' pay for each completed year of employment).</p> <p>This clause stipulates how continuity of service is calculated and specifies the types of absences that will count as time worked when calculating continuous service.</p>	<p>This clause remains largely the same between the 2026 Agreement and the 2019 Agreement, with the following additions to the list of absences that will count towards time worked when calculating continuous service:</p> <ul style="list-style-type: none"> <li>• Worker's compensation;</li> <li>• Stand down;</li> <li>• Paid personal leave;</li> <li>• In service long service leave;</li> <li>• Community service leave;</li> <li>• Domestic and family violence leave; and</li> <li>• Union leave.</li> </ul>	Minimum payments for each completed year of service is consistent with the Award.
Clause 13.5 (formerly 12.4)	Treatment of period of service as a Casual CMW	<p>A Casual CMW's service for the purpose of redundancy will be as per the NES and the Fair Work Act.</p> <p>The Company will also treat a period of continuous service as a Casual CMW for the purpose of redundancy under the Agreement if the following circumstances apply:</p>	This clause remains essentially the same between the 2026 Agreement and the 2019 Agreement.	There is no 'casual' classification for CMWs under the Award in the classifications covered by the Agreement.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<ul style="list-style-type: none"> <li>• If a casual CMW elected to convert to a Full-time or Part-time CMW between 5 July 2019 and 22 November 2019; and</li> <li>• Have remained continuously employed by the Company as a permanent CMW for the duration of their tenure since converting; and</li> <li>• Is terminated due to redundancy.</li> </ul> <p>If eligible and they become entitled to a redundancy payment, the CMW will be entitled to three (3) ordinary weeks' pay for each year of continuous service as a Casual CMW, capped at 10 weeks total. This payment will be in addition to any other entitlement as a Permanent CMW.</p>		
Clause 13.6 (formerly Clause 12.3)	CMWs Exempt	<p>Redundancy provisions do not apply to:</p> <ul style="list-style-type: none"> <li>• CMWs terminated as a consequence of serious misconduct, performance; or</li> <li>• CMWs who resign; or</li> <li>• Fixed Term CMWs; or;</li> <li>• Traineeship CMWs; or</li> </ul> <p>Casual CMWs.</p>	Amendments made in the 2026 Agreement to differentiate Fixed Term CMWs from Traineeship CMWs.	Consistent with general exemptions of when redundancy would apply.
Clause 13.7 (formerly Clause 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	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	This is not dealt with specifically in the Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		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.		
Clause 13.8 (formerly Clause 12.6)	Alternative Employment	The clause identifies where the Company is not liable to make a redundancy payment where alternative work is obtained or made available.	This clause has been amended in the 2026 Agreement to remove reference to the Company's ability to apply to vary a redundancy payment.	Consistent with Award.
Clause 13.9 (formerly Clause 12.7)	Job Search Entitlement	During the notice period CMWs who have been made redundant are able to take one (1) day off without loss of pay for the purposes of seeking alternative employment.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	This is not dealt with specifically in the Award.
Clause 14 (formerly Clause 13)	Flexible Reward Scheme	The scheme is at the discretion of the Company and is in addition to any employment benefits provided for in this Agreement (subject to cl 11.3) and may be paid as an hourly supplement to classification wages or as a weekly or one-off lump sum amount.	The clause remains essentially the same between the 2026 Agreement and the 2019 Agreement.	There is no flexible reward scheme under the Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>The scheme may be withdrawn or varied at any time, but cannot be used to reduce the minimum rates otherwise payable under this Agreement.</p> <p>Flexible reward payments are where the CMWs is paid an amount above the minimum rate under the Agreement, because of particular local arrangements and/ or conditions.</p> <p>Details of any scheme entitlement under this clause will be communicated to the CMW at the commencement of engagement through the Notice of Offer.</p>		
Clause 15	Hours of Work – Base Rate CMWs	--	--	--
Clause 15.1	Base Rate CMW	<p>Explains the clause only applies to CMWs receiving the base rate of pay as prescribed in Schedule 2 for the classification of work being performed.</p> <p>Adds that:</p> <ul style="list-style-type: none"> <li>For Permanent Employment CMWs, the "applicable base rate of pay" is prescribed in Schedule 2, Table 2A.</li> </ul>	<p>This clause remains substantially the same between the 2026 Agreement and the 2019 Agreement.</p> <p>Clauses 15.1.2 and 15.1.3 have been added to provide clarity as to how penalties and loadings are applied on the rates payable to Base Rate CMWs.</p>	See Schedule 2 below.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<ul style="list-style-type: none"> <li>For Casual Employment CMWs, the "applicable base rate of pay" is prescribed in Schedule I, Table 2B.</li> </ul>	For Casual Employment CMWs, penalties and loadings in clause 15 now "compound" on top of the 25% casual loading.	
Clause 15.2	Hours of Work – Day Work	Ordinary hours of work shall be 35 hours week per week or a maximum of 10 hours per day Monday to Sunday.	This clause remains largely the same between the 2026 Agreement and the 2019 Agreement. Amendments have been made to the eligible roster patterns.	Ordinary hours per week is consistent with Award.
Clause 15.3	Overtime – Base Rate CMWs	Base rate CMWs are required to work reasonable overtime where the Company deems it necessary. Base rate CMWs required to work beyond an average of 35 hours per week (subject to clause 15) or 10 hours per day shall be paid overtime. All approved overtime by Monday to Friday five day CMWs is paid at 150% of the applicable base rate for the first 3 hours and 200% thereafter. All approved overtime by 6/7 day roster CMWs shall be paid at 200% of the applicable base rate. Base Rate CMWs called to work overtime on weekends will be paid a minimum of 3 hours.	This clause generally remains the same between the 2026 Agreement and the 2019 Agreement, except to remove the overtime trigger of work performed on an RDO.	The overtime rates on a Saturday under the Award are time and a half for the first 3 hours and double time thereafter, rather than all at double time under the 2026 Agreement.
Clause 15.4	Shift Work	Defines afternoon shift, night shift and permanent night shift.	This clause has been amended in the 2026 Agreement to include definitions only.	Consistent with Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
Clause 15.5	Shift Work Rates	This clause sets out the shift loadings for shift workers., applicable overtime penalties and relevant notification periods for roster pattern changes.	This is a new separate clause in the 2026 Agreement, which previously formed part of clause 15.4 in the 2019 Agreement. Amendments have been made for clarity.	Consistent with Award.
Clause 15.6 (formerly Clause 15.5)	Weekend Work	<p>Ordinary hours for Base Rate Monday to Friday CMWs who work on a Saturday are paid at 150% of the applicable base rate for the first 3 hours and 200% thereafter. Work on a Sunday is paid at 200% of the applicable base rate.</p> <p>Ordinary hours for a Base Rate 7, 6 or 5 Day Weekend Roster CMW who works on a– Saturday are paid at 150% of the applicable base rate for the first 4 hours and 200% thereafter. Overtime on a Saturday, and all work on a Sunday is paid at 200% of the applicable base rate.</p>	This clause remains substantively the same between the 2026 Agreement and the 2019 Agreement.	Consistent with Award.
Clause 16 (formerly Clause 14)	Hours of Work – Flat Rate CMW	<p>The ordinary hours of work for Flat Rate CMWs shall be 35 hours per week averaged over a Roster Cycle.</p> <p>Included to avoid any ambiguity that the Day Rate applies to Flat Rate CMWs unless the CMW is working Afternoon Shift, Night Shift or Permanent Night Shift as defined in clause 15.4. The clause</p>	<p>Amendments have been included in the 2026 Agreement to maintain consistency with definitions of Roster Cycle and Ordinary Hours. The Example stipulated within 16.9 has been amended to reflect increased pay rates.</p> <p>The Work patterns have been removed from this clause in the</p>	<p>The Award does not include ‘flat rates’ of pay. Remuneration under the Award is based on ordinary hours plus additional penalties and allowances where relevant.</p> <p>The employer can determine the types of rosters under the Award, with shift times up to 10</p>

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		also will not apply for CMWs eligible for protection of their 'Uplifts'.	2026 Agreement and can now be located at clause 15.2.6.  Notice period for change of roster has been included as listed at clause 16.1.1 of the 2026 Agreement for Base Rate FTMs.	ordinary hours consistent with the Agreement.
Clause 17 (formerly Clause 16)	Rostered Days Off	Applies to both flat rate CMWs and base rate CMWs. Allows CMWs, where there is agreement with the Company and in accordance with the Award, to implement RDO arrangements.	Amendments to the 2026 Agreement simplify the clause and confirm RDOs can be agreed upon between the Company and CMWs. Arrangement of RDOs must be consistent with the Award.	Clause stipulates the RDO arrangement, if implemented, must be consistent with the Award.
Clause 18 (formerly Clause 17)	Recall	Sets out the provisions for CMWs who are recalled to work overtime after leaving the mine.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Consistent with Award, apart from exception where call back is due to negligence and/or omission of the CMW being the cause of the call back.
Clause 19 (formerly Clause 18)	Fatigue Break	CMWs must have 10 hours off between shifts. CMWs who don't have 10 hours off are to be paid 200% of the applicable base rate until they are able to have 10 hours off duty.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Consistent with Award.
Clause 20 (formerly Clause 19)	Meal Breaks	Sets out the meal break provisions. This includes: <ul style="list-style-type: none"> <li>A CMW working up to and including 10 hour shifts can access a 30 minute meal breaks;</li> </ul>	Amendments made to the 2026 Agreement to extend the notice period required for overtime before a meal or meal allowance must be provided, from "the	Consistent with Award, however under the Award, where the employer and employee agree that the employee will work for more

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<ul style="list-style-type: none"> <li>A CMW working greater than 10 hours and up to and including 12 hours shifts can access a 60 minute meal break (this can be divided into 2 x 30 minute breaks)</li> </ul>	previous day" in the 2019 Agreement to "at least 24 hours earlier" in the 2026 Agreement.	than five hours without a break, then the employee will, unless otherwise agreed, be paid for any work beyond five hours at the applicable overtime rates until a meal break is take. This issue is not included in the Agreement.
Clause 21 (formerly Clause 20)	Leave Entitlements	--	--	--
Clause 21.1 (formerly Clause 20.1)	Annual Leave	<u>Confirms Annual Leave entitlements are consistent with the NES and only permanent CMWs have entitlement to accrue.</u>	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Consistent with the Award.
Clauses 21.2 and 21.3 (formally 20.2 and 20.3)	Entitlement to Annual Leave	<u>Annual Leave (permanent CMWs)</u> <ul style="list-style-type: none"> <li>175 hours per annum for 5 weeks annual leave</li> <li>210 hours per annum for 6 weeks annual leave (for particular employees working a seven day roster or work a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays)</li> </ul> Annual leave is cumulative year to year and part-time CMWs receive leave on a pro rata basis.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Consistent with the Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		Applies only to permanent CMWs.		
Clause 21.3.1	Ordinary Hours	This clause provides that Permanent CMWs will accrue either 175 ordinary hours or 210 ordinary hours per annum.	The clause remains the same between the 2026 Agreement and the 2019 Agreement. The title 'Ordinary Hours' has been inserted into the 2026 Agreement for clarity.	Consistent with the Award.
Clause 21.3.2	Flat Rate Permanent Employment CMWs – Additional Roster Entitlement	<p>Effective from the date the 2026 Agreement commences to operate, in addition to the statutory ordinary hours annual leave entitlement, Flat Rate Permanent Employment CMWs will accrue additional hours of leave called an Additional Roster Entitlement which may be accessed when taking annual leave.</p> <p>The Additional Roster Entitlement will accrue differently based on the rostered hours per shift and roster patterns worked. A table and examples are provided within this Clause.</p> <p>The Additional Roster Entitlement is cumulative year on year and will be accrued on a pro-rata basis by permanent part time Flat Rate CMWs.</p>	This clause has been added to the 2026 Agreement to provide that, in addition to the annual leave accrual associated with Ordinary Hours, Flat Rate Permanent CMWs will also be entitled to accrue an 'Additional Roster Entitlement' in accordance with their roster.	The Additional Roster Entitlement is over and above the annual leave entitlements provided by the Award.
Clause 21.4 (formerly Clause 20.5)	Deduction of Annual Leave and Additional	For each period of leave taken, the amount of annual leave and Additional	This clause has been amended in the 2026 Agreement to stipulates how leave balances will be	Additional Roster Entitlement is an entitlement over and above the Award. The

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
	Roster Entitlement	<p>Roster Entitlement (where applicable) will be deducted in the following way:</p> <ul style="list-style-type: none"> <li>• For employees who are only entitled to Annual leave – the ordinary hours of rostered shifts that would have been worked by a Permanent Employment CMW in the relevant period; and</li> <li>• For employees who are entitled to annual leave and the Additional Roster Entitlement – the number of hours (including part hours) applied to be taken by the Permanent Employment CMW during their rostered hours of work in the relevant period (including rostered overtime hours).</li> </ul>	<p>deducted when taking annual leave or Additional Roster Entitlement.</p> <p>The clause, as it relates to the deduction of annual leave, remains substantively the same between the 2026 Agreement and the 2019 Agreement.</p>	<p>deduction of annual leave only is consistent with the Award.</p>
Clause 21.5 (formerly Clause 20.4)	Rate of Pay for Annual Leave and Additional Roster Entitlement	<p>A Permanent Employment CMW taking annual leave will be paid as follows:</p> <p><u>For Base Rate Permanent Employment CMWs, the greater of:</u></p> <ul style="list-style-type: none"> <li>• the CMW’s ordinary base rate of pay plus a loading of 20% of that rate; or</li> <li>• the CMW’s rostered earnings for the period of annual leave, which includes all rostered overtime and</li> </ul>	<p>This clause remains essentially the same between the 2026 Agreement and the 2019 Agreement.</p>	<p>The Award does not include ‘flat rates’ of pay. Remuneration for annual leave under the Award is as per the pay rate for base rate CMWs in the Agreement.</p>

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>rostered public holidays (paid at double time), but does not include shift allowances, other than for seven (7) day roster CMWs</p> <p><u>For Flat Rate Permanent Employment CMWs:</u> Flat Rate Permanent Employment CMWs shall be paid in accordance with the Flat rate Scenarios in the Agreement (or, if higher, the Flat Rate prescribed by the relevant CMW's Notice of Offer of Employment) multiplied by the hours of leave requested to be taken by the CMW as per clause 21.4. No additional leave loading is payable on the flat rate as it is already incorporated into the flat rate.</p>		
Clause 21.6 (formerly 20.7(a))	Notice of Taking Annual Leave	A permanent CMW must provide a minimum of 4 weeks' notice to take annual leave which will not be unreasonably refused by the Company.	This clause remains largely the same between the 2026 Agreement and the 2019 Agreement.	The Award does not require 4 weeks' notice of intention to take leave.
Clause 21.7 (formerly Clause 20.7(b))	Excessive Leave Accruals	<p>Unless otherwise agreed between the parties, excessive annual leave accruals shall be dealt with consistent with the Award and/or the NES, as amended from time to time.</p> <p>A CMW has an excessive annual leave accrual if the CMW has accrued more</p>	This clause remains largely the same between the 2026 Agreement and the 2019 Agreement.	Consistent with the Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		than 350 hours paid annual leave or 420 hours paid annual leave for a CMW who is a seven day roster employee or works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays.		
Clause 21.8 (formerly Clause 20.8)	Amount of Annual Leave to be Taken	Unless otherwise agreed, annual leave will be given and taken in periods of not less than one (1) weeks' (or 35 ordinary hours) duration. The Company may consider requests for less annual leave on a case-by-case basis	This clause has been amended in the 2026 Agreement to allow the Company to consider requests for annual leave of less than the minimum amount prescribed.	The Award requires annual leave to be given and taken in not more than 3 periods, one of which will be of at least 3 weeks' duration. The Agreement clause allows more periods of leave to be taken.
Clause 21.9 (formerly Clause 20.9)	Payment of Annual Leave on Termination	Annual leave and Additional Roster Entitlement will be paid out upon termination.	This clause amended in the 2026 Agreement to include that the Additional Roster Entitlement is also paid out on termination.	Additional Roster Entitlement is an entitlement over and above the Award. Payment of annual leave upon termination is consistent with the Award.
Clause 21.10 (formerly Clause 20.10)	Cashing out of Annual Leave	Permanent CMWs may cash out annual leave upon written agreement with the Company. The Company must not agree to a cash out request of the remaining entitlements will be less than 1 years' worth of leave accrual.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	The Award prescribes a minimum of 4 weeks entitlements must remain upon cashing out.
Clauses 21.11 (formerly Clause 20.11)	Personal/Carer's Leave	Permanent Employment CMWs are entitled to 105 ordinary hours of personal/carer's leave on commencing employment and on each anniversary of commencement.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	This is consistent with the Award

<b>Clause Number</b>	<b>Clause Title</b>	<b>Summary of clause</b>	<b>Comparison to the 2019 Agreement</b>	<b>Comparison to the Award</b>
		Part-time CMWs accrue personal leave on a pro-rata basis.		
Clause 21.12 (formerly Clause 20.12)	Evidence Required	<p>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.</p> <p>Examples of evidence are provided within this clause.</p>	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	The Award only requires evidence if requested by the employer, whereas the Agreement also includes specific examples where evidence is required.
Clause 21.13	Deduction of Personal Leave	<p>Any personal leave taken must be deducted from the CMWs personal leave entitlement as follows:</p> <ul style="list-style-type: none"> <li>Where the absence is for fewer than half the ordinary hours component of the shift, no deduction; or</li> </ul> <p>In all other cases, the full ordinary hour's component of the shift will be deducted for each absence.</p>	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	The amount of personal leave and how it is deducted is consistent with the Award.
Clause 21.14 (formerly Clause 20.14)	Payment of Personal Leave	Permanent CMWs that take personal leave will be paid at their hourly rate of pay for ordinary hours not worked. For Flat Rate FTMs, this will be paid at their flat rate of pay.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	This is not dealt with under the Award.

<b>Clause Number</b>	<b>Clause Title</b>	<b>Summary of clause</b>	<b>Comparison to the 2019 Agreement</b>	<b>Comparison to the Award</b>
Clause 21.15 (formerly Clause 20.15)	Cashing Out of Personal Leave	Personal Leave can be cashed out at values based on tenure as long as 210 hours of untaken leave remains.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Cashing out of personal leave is not dealt with under the Award.
Clause 21.16	Payment of Accrued Personal/Carers Leave Upon termination	If a CMW's employment is terminated by the Company because of ill health or by death, the Company will, if the CMW has 70 or more hours of untaken personal leave, pay that entitlement to the CMW at their base rate of pay.	This is a new clause in the 2026 Agreement.	This clause is consistent with the Award.
Clause 21.17 (formerly Clause 20.16)	Casual CMWs	Casual CMWs will be entitled to 2 days of unpaid carers leave in accordance with the Fair Work Act 2009.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Unpaid Carers Leave is not dealt with under the Award, but is dealt with in the NES.
Clause 21.18 (formerly Clause 20.17)	Parental Leave	CMWs will be entitled to Parental Leave in accordance with the Fair Work Act 2009.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Parental Leave is not explicitly dealt with under the Award, however, is consistent with the NES.
Clause 21.19 (formerly 20.18)	Compassionate Leave	<p>CMW is entitled to 2 days of compassionate leave for each occasion when:</p> <ul style="list-style-type: none"> <li>• a member of the CMW's immediate family or a member of the CMW's household: <ul style="list-style-type: none"> <li>○ Contracts or develops a personal illness that poses a serious threat to his/her life; or</li> </ul> </li> </ul>	The 2026 Agreement includes amendments made to ensure clause is consistent with entitlements for compassionate leave under NES, specifically relating to the circumstances of a stillborn child and miscarriage.	This clause is consistent with the Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<ul style="list-style-type: none"> <li>○ Sustains a personal injury that poses a serious threat to his/her life; or</li> <li>○ Dies;</li> <li>• a child is stillborn, where the child would have been a member of the CMW's immediate family, or a member of the CMW's household, if the child had been born alive; or</li> <li>• the CMW, or the CMW's spouse or de facto partner, has a miscarriage .</li> </ul> <p>Compassionate leave is paid for Permanent CMWs and unpaid for Casual CMWs. Evidence must be provided where requested.</p>		
Clause 21.20 (formerly Clause 20.19)	Long Service Leave	Subject to legislative requirements, Long Service leave is accrued and deducted based on ordinary hours.	The 2026 Agreement includes amendments to specify long service leave is accrued and deducted based on ordinary hours, subject to legislative requirements.	Long Service Leave is not dealt with under the Award.
Clause 21.21 (formerly Clause 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	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Jury Service Leave is not dealt with under the Award, but is dealt with in the NES.

<b>Clause Number</b>	<b>Clause Title</b>	<b>Summary of clause</b>	<b>Comparison to the 2019 Agreement</b>	<b>Comparison to the Award</b>
Clause 21.22 (formerly Clause 20.21)	Community Service Leave	CMWs, including casual CMWs, are entitled to be absent from work for the purpose of performing certain community service activities.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Community Service Leave is not explicitly dealt with under the Award, however, is consistent with the NES.
Clause 21.23 (formerly Clause 20.22)	Notification of Absence by Casual CMWs	Where CMWs are not available to complete a rostered shift, they will endeavour to notify their relevant WorkPac Representative prior to any such absence.  If the absence is likely to be more than five (5) consecutive shifts, then the notification by the Casual CMW shall be where possible a minimum of 48 hours' notice	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	This is not dealt with under the Award.
Clause 21.24 (formerly Clause 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.	This clause remains the same between the 2026 Agreement and the 2019 Agreement.	Family and Domestic Violence Leave is not explicitly dealt with under the Award, however is consistent with the NES.
Clause 22 (formerly Clause 21)	Public Holidays	The Company may require a CMW to work on a public holiday if it first makes a reasonable written request for the CMW to do so.  Permanent Base Rate CMWs are to be paid for ordinary hours on public holidays not worked (where the CMW would usually have been rostered to work on the day on which the public holiday falls),	This clause has been amended in the 2026 Agreement to be consistent with the Fair Work Act regarding requests for CMWs to work public holidays.	The penalty rates for work on a public holiday by a Base Rate CMW is consistent with the Award.  The Award does not include 'flat rates' of pay. Remuneration for public holidays under the Award is as

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>except where the CMW has agreed to work the public holiday and is absent without the consent of the Company or absent without a reasonable cause.</p> <p>Base Rate CMWs required to work on a public holiday are paid 300% of the applicable base rate. Work in excess of ordinary hours on a public holiday is 300% of the applicable base rate.</p> <p>Flat Rate CMWs shall be paid their usual flat rate of pay for work performed on all public holidays, except Christmas and Boxing Day when they will receive a minimum of 300% of their base rate of pay for their classification.</p> <p>The Company will nominate and advise CMWs in writing which 2 public holidays will not be worked each calendar year without loss of pay (for Permanent Employment CMWs), at least 4 weeks prior to the public holidays. The Company may reasonably request one or both of these public holidays to be worked for operational criticality reasons.</p>		<p>per the pay rate for base rate CMWs in the Agreement.</p>

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>The Company can substitute one public holiday for another day only if the majority of CMWs agree. If agreement cannot be reached, then the Company shall make the final decision and provide no less than 4 weeks' notice of its decision to the CMW.</p>		
<p>Clause 23 (formerly Clause 22)</p>	<p>Consultation</p>	<p>This clause is required by the Fair Work Act. The clause requires that the Company consults in respect of major change.</p> <p>This clauses places obligations on the Company to notify CMWs once it makes decisions that may have major change on the workforce. CMWs may appoint a representative for the purposes of procedures set out in the term.</p> <p>A major change that is likely to have a significant impact on CMWs if it results in:</p> <ul style="list-style-type: none"> <li>• The termination of employment of CMWs;</li> <li>• Major change to the composition, operation or size of the Company's workforce or skills required by CMWs;</li> <li>• Elimination or diminution of job opportunities;</li> </ul>	<p>This clause is essentially the same between the 2026 Agreement and the 2019 Agreement.</p>	<p>Consistent with Award.</p>

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<ul style="list-style-type: none"> <li>• Alteration to hours of work, or shift work arrangements;</li> <li>• The need to retrain CMWs;</li> <li>• The need to relocate CMWs to another workplace; or</li> <li>• The restructuring of jobs.</li> </ul>		
Clause 24 (formerly Clause 23)	Accident Pay	<p>Accident pay is a concept that provides for a 'makeup' payment which represents the difference between the amount of workers' compensation paid by the insurer (the base rate) and the 'actual' rate of pay.</p> <p>This was a 'preserved allowance' that was contained in the 2019a Agreement.</p>	<p>The 2026 Agreement includes amendments to confirm that payments for the initial 39 weeks will be:</p> <ul style="list-style-type: none"> <li>• Made from the first absence from the injury; and</li> <li>• Paid as if worked.</li> </ul> <p>The 2026 Agreement also includes amendments made to confirm that payments for the further 39 weeks will include the payment of any applicable flexible reward scheme and will be paid in respect of ordinary hours only.</p>	The provisions of this Clause are more beneficial than the Award providing higher value payments for longer periods of time.
Clause 25 (formerly Clause 24)	Personal Protective Equipment	<p>Work clothing shall be supplied by the Company prior to a new CMWs 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:</p> <p>4 x long sleeve shirt; and</p>	<p>In the 2026 Agreement, the Company has increased reimbursement values upon presentation of receipts for the following:</p> <ul style="list-style-type: none"> <li>• Boots; and</li> <li>• Prescription Glasses.</li> </ul>	Generally, the provision of safety clothing under the Agreement is more beneficial than under the Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>4 x trouser; and 1 Jacket or equivalent (every 2 years); and 1 pair of safety boots (which is at the Australia Standards).</p> <p>CMWs who chose not to receive the Company supplied boots will be reimbursed a maximum of \$200 on provision of the receipt.</p> <p>All clothing and footwear is to be replaced on a fair wear and tear basis.</p> <p>CMWs who have been employed continuously for more than twelve (12) weeks and who require prescription glasses to undertake their roles/tasks on site are entitled to a reimbursement of up to \$250 (on provision of receipt).</p>	<p>In the 2026 Agreement, reimbursement will no longer be provided for jackets.</p>	<p>Provision of reimbursement for prescription glasses is not included in the Award.</p>
<p>Clause 26 (formerly Clause 25)</p>	<p>Training and Work Related Licences</p>	<p>CMWs whilst in employment who are directed by the Company to attend training courses that are required for their task related assignment on a day that is in addition to their weekly rostered hours, shall be paid at the CMW's relevant overtime rate whilst attending training courses. CMWs who are directed by the Company to attend training courses that are required for</p>	<p>The 2026 Agreement has amended this clause to differentiate payment requirements for CMWs undertaking training obligations on rostered and non-rostered days.</p>	<p>Not dealt with in Award.</p>

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		<p>their task related assignment on a rostered day of work (i.e. in lieu of their regular duties), shall do so without loss of pay.</p> <p>Costs of the Coal Board Medical for CMWs shall be paid for by the Company in accordance with statutory obligations.</p>		
<p>Clause 27 (formerly Clause 26)</p> <p>(Clause 26.2)</p>	<p>Inclement Weather</p>	<p>In the event of weather which may impact the safe performance of work, consultation will be held with the CMWs concerned, consistent with workplace health and safety principles.</p> <p>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:</p> <ul style="list-style-type: none"> <li>- The CMW shall be entitled to a payment for time worked with a minimum payment of 4 hours.</li> <li>- The CMW will be notified of the likely period of the stand down.</li> <li>- Where the CMW has been given an understanding of the return to</li> </ul>	<p>This clause remains the same between the 2026 Agreement and the 2019 Agreement.</p>	<p>Stand down due to inclement weather is not dealt with in Award.</p>

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		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.		
Schedule 1	Classifications	Contains the classifications and also the definitions of the classifications.	<p>The 2026 Agreement includes updates classifications for clarity including:</p> <ul style="list-style-type: none"> <li>• Amendment of the required tenure to progress between Mineworker 1, Mineworker 2 and Mineworker 3.</li> <li>• Introduction of the option for Mineworker 2 CMWs to provide evidence of assessment completed by the Client to progress to Mineworker 3 prior to the 12 month tenure.</li> </ul>	The Award does not stipulate any timeframes within which CMWs may move through the classification structure.
Schedule 2	Ordinary Rates of Pay	Contains the base rates for permanent and casual CMWs.	The 2026 Agreement updates the applicable base rate of pay for permanent and casual CMWs.	The rates on approval are above the Award rates.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
Schedule 3	Flat Rates on Approval	Contains the Flat Rates for permanent, casual and trainee CMWs. These tables are read by selecting firstly selecting the flat rate table for permanent or casual CMWs, then selecting the shift type and then selecting the average hours worked over the roster cycle.	<p>The 2026 Agreement updates applicable flat rates to include increases effective as at the time of approval consistent with Clause 10.5.2.</p> <p>The shift structure of Afternoon &amp; Night has been replaced with Rotating Day/Night Shift.</p> <p>The Non-Rotating shift structure has been removed from the schedule.</p>	Flat rates are not included in the Award.
Schedule 4	Flat Rates as at 1 July 2026	Contains the Flat rates for permanent and casual CMWs. These tables are read by selecting firstly selecting the flat rate table for permanent or casual CMWs, then selecting the shift type and then selecting the average hours worked over the roster cycle.	<p>The 2026 Agreement updates the effective date of rate increase to 1 July 2026 and includes applicable flat rate increases.</p> <p>The shift structure of Afternoon &amp; Night has been replaced with Rotating Day/Night Shift.</p> <p>The Non-Rotating shift structure has been removed from the schedules.</p>	Flat rates are not included in the Award.
Schedule 5	Flat Rates as at 1 July 2027	Contains the Flat rates for permanent, casual and trainee CMWs. These tables are read by selecting firstly selecting the flat rate table for permanent or casual CMWs, then selecting the shift type and	The 2026 Agreement updates the effective date of rate increase to 1 July 2027 and includes applicable flat rate increases.	Flat rates are not included in the Award.

Clause Number	Clause Title	Summary of clause	Comparison to the 2019 Agreement	Comparison to the Award
		then selecting the average hours worked over the roster cycle.	<p>The shift structure of Afternoon &amp; Night has been replaced with Rotating Day/Night Shift.</p> <p>The Non-Rotating shift structure has been removed from the schedule.</p>	
Schedule 6	Flat Rates as at 1 July 2028	Contains the Flat rates for permanent, casual and trainee CMWs. These tables are read by selecting firstly selecting the flat rate table for permanent or casual CMWs, then selecting the shift type and then selecting the average hours worked over the roster cycle.	<p>The 2026 Agreement updates effective date of rate increase to 1 July 2028 and includes applicable flat rate increases.</p> <p>The shift structure of Afternoon &amp; Night has been replaced with Rotating Day/Night Shift.</p> <p>The Non-Rotating shift structure has been removed from the schedule.</p>	Flat rates are not included in the Award.

The following clauses of the Award will apply as part of the Agreement as they are not dealt with specifically in the Agreement:

<b>Award Clause Number</b>	<b>Award Clause</b>	<b>Explanation of clause</b>
3	Employer must make sure copies of award and NES are available	The Company must ensure copies of Award and NES are available to employees.
6	Requests for flexible working arrangements are provided for in the NES.	The Company will manage any requests from CMWs for Flexible Working Arrangements consistent with obligations outlined by the NES.
14	Employee right to disconnect.	A CMW may refuse to monitor, read or respond to contact or attempted contact from the Company outside of their working hours or from a third party if the contact or attempted contacts relates to their work and is outside of their working hours.
15.4	Starting and finishing places	This clause of the Award outlines that the Company and a majority of affected CMWs can agree the starting and finishing place for a shift. At underground mines, the designated starting and finishing place will be on the surface.
17	Terms relating to school-based apprentices (see also Schedule E)	The terms of the Award would apply to school-based apprentices if engaged by the Company
19.3	In absence of agreement to the contrary, no more than one week's pay will be kept in hand by employer	Requires the Company to pay wages in arrears on at least a weekly basis, unless otherwise agreed.
19.5	Employer and individual employee may agree to a salary sacrifice arrangement	This clause allows an employee and the Company to agree a salary sacrifice agreement. The only arrangement of this sort in the Agreement relates to salary sacrificing superannuation.
20.1	Superannuation contributions	The Company is able to make superannuation contributions to a superannuation fund or scheme in relation to a default fund employee who is a defined benefit member of the fund or scheme.
21.6	Averaging overtime hours for Staff Employees	If employed by the Company, Staff Employees could agree to average overtime payments over a defined period.

21.9	Call-back less than four hours not regarded as overtime for rest period	If a CMW were called-back under clause 18 of the Agreement, the overtime worked in those circumstances would not be regarded as overtime for the purposes of the rest period in clause 18 of the Agreement if the actual time worked is less than four hours on the recall.
21.11	Time off instead of payment for overtime (see also Schedule F as example form)	The Award provides that a CMW and the Company may agree time off instead of payment for overtime in certain circumstances.
24.9	Shutdown and annual leave	This clause would apply where the Company intends to shut down all or part of its operation for a particular period and the notice required.
24.10 24.11 24.12	Excessive leave accruals  Direction by employer that excessive leave be take  Request by employee for leave where excessive leave	These clauses will apply where an employee has excessive leave accruals (as defined in the 2026 Agreement), including a direction by the Company for leave to be taken.
24.13	Annual leave in advance (See also Schedule G)	This clause allows an employee and Company to agree to the employee taking a period of paid annual leave before the employee has accrued an entitlement to that leave.
24.2(a)(ii)	Redundancy because of insolvency or bankruptcy of employer	This specific example is not included in the Agreement clause so this term of the Award would apply if the redundancy is a result of the insolvency or bankruptcy of the Company.
Schedule A A.6 Apprentices A.7 Juniors	Provide rates of pay for apprentices and juniors	Outlines the rates which would apply to those employees (other than Junior Trainees whose rates are contained in the 2026 Agreement.

Should you have any questions regarding this briefing or the proposed Enterprise Agreement then you can contact the Employee Relations Department on 1800 019 194 or emailing [WorkPacEBA@WorkPac.com](mailto:WorkPacEBA@WorkPac.com).

## Additional Information

**You can access a copy of the Black Coal Industry Modern Award at**

<https://awards.fairwork.gov.au/MA000001.html>

**You can access the Fair Work Act 2009 which contains the National Employment Standards (NES) at**

<https://www.legislation.gov.au/Series/C2009A00028>

**You can access the National Employment Standards (NES) at**

<https://www.fairwork.gov.au/employee-entitlements/national-employment-standards>

**You can access the Fair Work Regulations 2009 at**

<https://www.legislation.gov.au/F2009L02356/latest/text>

**You can access the Mine Wealth and Wellbeing information at**

<https://www.mine.com.au/>

**You can access the Superannuation information at**

<https://www.legislation.gov.au/C2004A04402/latest/text>

**You can access the Coal Mining Industry Long Service Leave information at**

<https://www.coallscorp.com.au/>

**You can access the Australian and New Zealand testing methods AS4760, AS/NZ 4308 and/or AS3547 by:**

contacting the Employee Relations Department on 1800 019 194 or emailing [WorkPacEBA@WorkPac.com](mailto:WorkPacEBA@WorkPac.com).