

WorkPac Coal Mining Agreement 2026

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I Agreement

1.1 Title of Agreement

1.1.1 WorkPac Coal Mining Agreement 2026 (the Agreement).

1.2 Parties to the Agreement

1.2.1 The parties to this Agreement are:

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

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

1.3 Period of Operation

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

1.3.2 The nominal expiry date of this Agreement is three (3) years from when the Agreement is approved by the Fair Work Commission.

1.4 Application of Agreement

1.4.1 This Agreement shall apply to and be binding upon the Company in relation to CMWs that are employed by 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 1 of this Agreement.

1.5 Scope and Intent of Agreement

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

1.5.2 This Agreement shall incorporate the *Black Coal Mining Industry Award 2020*, as varied from time to time. Should there be an inconsistency between this Agreement and the *Black Coal Mining Industry Award 2020* then this Agreement shall prevail. This

Agreement is not intended to displace the NES, which will apply to the extent of any inconsistency.

1.6 Definitions

In this agreement:

"The Act" shall mean the *Fair Work Act 2009* (Cth) as amended from time to time, or any other legislation that replaces it.

"Adult Trainee" shall mean a Trainee CMW who is over 21 years of age.

"Agreement" shall mean the WorkPac Coal Mining Agreement 2026.

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

"Award" shall mean the *Black Coal Industry Award 2020*, as amended from time to time.

"Casual CMW" shall mean CMW(s) who are engaged as a casual. Casual CMW(s) will receive a minimum payment of six (6) hours per daily engagement (subject to the inclement weather provisions in Clause 27.2).

"Casual Loading" shall mean 25% of the Permanent CMW base rate of pay (for ordinary hours) for the applicable classification as stipulated in Schedule 2 of this Agreement. Casual Loading is paid to compensate a Casual CMW for the absence of an entitlement to permanent employment entitlements including NES entitlements, including but not limited to all paid leave entitlements (with the exception of long service leave and family and domestic violence leave).

"Casual time and a half penalty rate" shall mean 150% of the casual base rate prescribed in Schedule 2 of this Agreement.

"Casual double time penalty rate" shall mean 200% of the casual base rate prescribed in Schedule 2 of this Agreement.

"Casual double time and a half penalty rate" shall mean 250% of the casual base rate prescribed in Schedule 2 of this Agreement.

"Casual triple time penalty rate" shall mean 300% of the casual base rate prescribed in Schedule 2 of this Agreement.

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

"CMW" means a CMW employed by a Company who is a party to this Agreement.

“De Facto Partner” in relation to a CMW shall mean:

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

“FWC” shall mean the Fair Work Commission.

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

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

“Full Time CMW” shall mean a CMW whose ordinary hours of work will be thirty-five (35) hours per week or an average of 35 hours over the Roster Cycle.

“Immediate family” shall mean:

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

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

“Junior Trainee” shall mean a Trainee CMW who is less than 21 years of age.

“NES” shall mean the National Employment Standards.

“Ordinary Hours of work” shall mean 35 hours per week or an average of 35 hours per week averaged over a Roster Cycle.

“Ordinary Rate of Pay” shall mean the rate of pay payable to CMWs for their ordinary hours of work on any given day and is inclusive of applicable penalties and loadings when/if due.

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

those of Full Time CMWs.

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

“Permanent Employment CMW” shall mean CMWs engaged as specified in Clause 66.4.1(b), 66.4.1(c), 66.4.1(d) but shall not include Clause 66.4.1(a) i.e. Casual CMWs.

“Regulations” shall mean the *Fair Work Regulations 2009* (Cth) as amended from time to time, or any other instrument that replaces it.

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

“Roster Cycle” means a period over which a Roster repeats (i.e. completes a full rotation) and a CMW’s ordinary hours average 35.

“Relevant State or Territory vocational education and training legislation” means the following legislation as amended from time to time, or any successor legislation:

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

“RTO” means Registered Training Organisation within the meaning of the *National Vocational Education and Training Regulator Act 2011* (Cth) as in place from time to time.

“Six day roster employee” means a CMW who over the Roster Cycle is rostered to work on any six days of the week.

“Seven day roster employee” means a CMW who over the Roster Cycle is rostered to work on the seven days of the week.

“Standard rate” shall mean the minimum weekly wage for a Mineworker Level 3.

“Trainee CMW” means a CMW undertaking a traineeship under a Training Contract.

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

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

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

2 Individual Flexibility

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

- (a) the Agreement deals with one (1) or more of the following matters and is applicable to the CMW:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Company and CMW in relation to one (1) or more of the matters mentioned in Clause 2.1(a); and
- (c) the arrangement is genuinely agreed to by the Company and CMW.

2.2 The Company will ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and

- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the CMW being better off overall than the CMW would be if no arrangement was made.

2.3 The Company will ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and CMW; and
- (c) is signed by the Company and CMW and if the CMW is under 18 years of age, signed by a parent or guardian of the CMW; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the CMW will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

2.4 The Company will give the CMW a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

2.5 The Company or CMW may terminate the individual flexibility arrangement:

- (a) by giving twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) if the Company and CMW agree in writing — at any time.

3 Higher Duties

3.1 Where a CMW is reasonably directed to work for more than four (4) hours on any day on a classification of work carrying a higher rate than the CMW's usual classification and that higher classification is within the CMW's skill, competency and training, the CMW shall be paid the higher rate for the whole day.

3.2 Where a CMW is reasonably directed to work for less than four (4) hours on any day on a classification of work carrying a higher rate than the CMW's usual classification and that higher classification is within the CMW's skill, competency and training, the CMW shall continue to be paid at their usual rate of pay for such period.

4 Deduction of Monies

4.1 Wages will be paid subject to the CMW's authorised deductions as agreed with the Company. The CMW authorises the Company to deduct from their Wages (including leave and termination payments):

- (a) all taxes, payable by law;
- (b) all identified and justified overpayments;
- (c) any amount attributable to unauthorised absences, approved unpaid leave or monies owing to the Company; and
- (d) any other deductions authorised by the CMW and agreed by the Company or as required or permitted by law.

4.2 CMWs authorise the Company to deduct from any wages or entitlements payable or owing to the CMW, any overpayments made in error by the Company to the CMW upon the Company providing a written notification of an overpayment to the CMW's last known home address, last known email address or current work address.

4.3 Overpayments will be deducted via reasonable amounts over a reasonable period of time as agreed between the Company and the CMW.

4.4 The provisions of this clause are to be read in conjunction with section 324 of the Act. To the extent of any inconsistency between the Act and the Agreement, the provisions of the Act will prevail.

4.5 The Company commits that where there is a verified underpayment that this will be rectified and paid to the affected CMW(s) as soon as possible which will not extend past the next business day where possible, and in the event this cannot be achieved, the maximum period will be the next pay run.

5 No Extra Claims

5.1 The parties will not, during the term of this Agreement, pursue any further claims about any matter which pertains to the employment relationship, excluding with respect to claims for flexible working arrangements.

6 Contract of Employment

6.1 Qualifying Period

6.1.1 CMWs will initially be engaged on six (6) months qualifying period, during which time their performance will be monitored.

- 6.1.2 The CMW's employment status will be confirmed following completion of a satisfactory probation period of no longer than six (6) months.
- 6.1.3 Where a Casual CMW's employment has been converted to permanent employment pursuant to clause 6.4.8, that Permanent CMW will not be subject to a new qualifying period under Clause 6.1.1.

6.2 Lawful Directions

- 6.2.1 It is important that CMWs follow all reasonable and lawful directions that are within the CMW's ability, given by their Leading Hand/Supervisor, or any other appropriate person, as nominated by the Company or Client.
- 6.2.2 Should any CMW not be able to perform the assigned task for any reason whatsoever, it is their duty to inform their Leading Hand/Supervisor or other appropriate person immediately.
- 6.2.3 Refusal to comply with any reasonable and lawful direction may result in disciplinary action, which may include the termination of employment.

6.3 Skills, Competence & Training

- 6.3.1 CMWs are required to perform work within their skill, 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.

6.4 Status of Employment

- 6.4.1 CMWs under this Agreement will be engaged in one of the following categories as specified in their Notice of Offer of Employment:
 - (a) Casual CMWs; or
 - (b) Part-Time CMWs; or
 - (c) Full-Time CMWs; or
 - (d) Fixed Term CMWs; or
 - (e) Trainee CMWs (engaged on either a Full-Time or Part-Time basis).
- 6.4.2 CMWs engaged in one of the above categories will be engaged as either a Base Rate CMW or a Flat Rate CMW.

- 6.4.3 CMWs engaged and paid the base rate of pay shall be referred to in this Agreement as Base Rate CMWs.
- 6.4.4 CMWs engaged and paid the flat rate of pay shall be referred to in this Agreement as Flat Rate CMWs.
- 6.4.5 The method of remuneration for Base Rate and Flat Rate CMWs is set out in Clause 10.1.
- 6.4.6 At the time of their engagement, the Company will inform each CMW of the status and terms of their engagement.

Casual CMWs

- 6.4.7 Casual CMWs will be engaged for a minimum of six (6) hours (subject to the inclement weather provisions set out in clause 27.2);
 - (a) A person engaged as a Base Rate Casual CMW, as defined in Clause 10.1, will be paid a casual loading of 25% on the casual base rates prescribed herein. The casual loading is paid to compensate a Casual CMW for the absence of an entitlement to permanent employment entitlements including NES entitlements, including but not limited to all paid leave entitlements (with the exception of long service leave and family and domestic violence leave).
 - (b) A person engaged as a Flat Rate Casual CMW, as defined in Clause 10.1, has the casual loading referred to in clause 6.4.7(a) incorporated into the flat rate of pay (i.e. the casual loading of 25% on the casual base rate of pay for the applicable classification is incorporated into the flat rate of pay). The casual loading is paid to compensate a Casual CMW for the absence of an entitlement to permanent employment entitlements including NES entitlements, including but not limited to all paid leave entitlements (with the exception of long service leave and family and domestic violence leave).
- 6.4.8 **CMW choice about converting from casual to permanent employment**

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

- (a) A Casual CMW who has been employed by the Company on a casual basis for at least the previous six (6) months, may provide written notification to the Company that the Casual CMW no longer meets the definition of a casual employee in

accordance with the Act, and therefore requests to convert to a Permanent Employment CMW (but not to a Fixed Term CMW).

- (b) Upon receiving a Casual CMW's written notification, the Company will conduct a characterisation assessment to determine whether the employment relationship can be characterised as casual due to an absence of a firm advance commitment to continuing and indefinite work, based on:
- (i) the true nature of the employment relationship;
 - (ii) the terms of the employment contract or those inferred by conduct; and
 - (iii) having regard to factors such as:
 - whether work can be/is offered by the Company and accepted/rejected by the Casual CMW;
 - whether it is reasonable likely that this kind of work will continue to be available;
 - whether there are Permanent Employment CMWs performing the same kind of work; and
 - whether the Casual CMW has a regular pattern of work
- (c) The Company may not accept a Casual CMW's notification to convert from a Casual CMW to a Permanent Employment CMW if there are fair and reasonable operational grounds for doing so, including:
- (i) Substantial changes would be required to the way work is organised by the Company;
 - (ii) Significant impacts to the operation of the Company's business; and/or
 - (iii) Substantial changes to the Casual CMW's terms and conditions would be reasonably necessary to ensure the Company does not contravene a term of the Agreement.
- (d) For the avoidance of doubt, a fair and reasonable operational ground will include where the Company has provided the Casual CMW with notice in writing of not more than three (3) months that the service contract and/or the commercial arrangement at

the mine site is ceasing.

If the service contract or commercial arrangement at the mine site does not cease, or the Casual CMW transfers to an alternative mine site with the Company, the Casual CMW's right to convert remains unaffected.

- (e) If the characterisation assessment confirms that the Casual CMW's employment is no longer characterised as casual and there are no fair and reasonable operational grounds as to why the Company should not characterise the employment as permanent, the Company must accept the Casual CMW's notification to convert to permanent employment.
- (f) Prior to providing a response to the Casual CMW's notification, the Company must consult with the Casual CMW about permanent employment, including advising the date on which the change from casual to permanent employment will take effect and what the Casual CMW's hours of work will be after the change takes effect.
- (g) The Company must provide a written response to the Casual CMW within 21 days of receiving the Casual CMW's written notification.
- (h) The Company's written response must confirm that either:
 - (i) The Company accepts the Casual CMW's notification and provides a Notice of Offer of Permanent employment setting out the terms of the engagement; or
 - (ii) The Company does not accept the Casual CMW's notification on the basis that;
 - the Company's characterisation assessment deemed the Casual CMW's employment is characterised as casual; and/or
 - fair and reasonable operational grounds exist.
- (i) Nothing in this Clause prevents the Company from offering a Casual CMW permanent employment prior to the Casual CMW providing notification to the Company about the characterisation of the Casual CMW's employment.
- (j) This Clause is to be read in conjunction with the NES. To the extent of any inconsistency between the NES and this Clause, the NES will prevail.

Part Time CMWs

- 6.4.9 For each ordinary hour worked, a Part-Time CMW will be paid no less than the ordinary time hourly rate for the relevant classification and pro rata entitlements for those hours.
- 6.4.10 The Company must inform and get agreement from the Part-Time CMW on engagement of the ordinary hours of work, days of the week and the starting and finishing times each day of their assignment.
- 6.4.11 Before commencing a period of part-time employment, the CMW and the Company will agree in writing:
- (a) that the CMW may work part-time;
 - (b) upon the hours to be worked by the CMW, the days upon which the hours will be worked and commencing times for the work;
 - (c) upon the classification applying to the work to be performed; and
 - (d) upon the period of part-time employment.
- 6.4.12 The terms of an agreement to work part-time may be varied, in writing, by consent.
- 6.4.13 All time worked in excess of the hours as mutually arranged will be overtime and paid for in accordance with Clause 15.3.
- 6.4.14 A copy of the agreement and any variation to it will be provided to the CMW by the Company.

Fixed Term CMWs

- 6.4.15 A Fixed Term CMW cannot be engaged on a fixed term arrangement that is greater than 12 months in length.
- 6.4.16 A Fixed Term CMW who continues to be engaged past 12 months, will convert to a Full Time or Part Time CMW by the next pay period.
- 6.4.17 Upon the Fixed Term CMW's completion of their fixed term of employment, the Fixed Term CMW's employment will cease and the Company will be required to pay out the balance of any accrued annual leave entitlements. The Company may elect to engage the CMW on a new employment contract post the fixed term period and any subsequent engagement will be considered a new and distinct engagement.

6.5 Termination of Employment

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

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

- 6.5.2 Terminations initiated by CMWs (other than Casual CMWs) require that CMWs must give one (1) weeks' notice of termination of employment.
- 6.5.3 Subject to Clause 4, CMWs acknowledge that they may forfeit one (1) week's pay for failing to give the Company notice relative to their termination under this Clause.
- 6.5.4 Casual CMWs will give one (1) rostered shifts' notice to the Company of their intent to terminate their Casual Assignment/ Employment.
- 6.5.5 In the event the Company has terminated the employment of a CMW, other than by summary dismissal, payment in lieu of notice may be substituted for all or part of the required notice period.

- 6.5.6 Termination of employment due to redundancy takes effect as set out in Clause 13.
- 6.5.7 Termination of employment due to abandonment takes effect as set out in Clause 6.6.
- 6.5.8 When a CMW's employment is terminated, the Company shall pay any wages due as soon as practicable, and in any case within the next pay cycle.
- 6.5.9 Nothing in this clause nor any other provision of this Agreement interferes with the right of the Company to dismiss a CMW without notice for serious misconduct as defined in the Regulations.

Termination of Fixed Term Employment

- 6.5.10 The employment of a Fixed Term CMW may terminate by:
 - (a) the completion of the fixed term subject to clause 6.4.17; or
 - (b) the Company's provision of one (1) weeks' notice outlined in Clause 6.5.1 (except in circumstances where a Fixed Term CMW is summarily dismissed) prior to the expiry of the fixed term.

For the avoidance of doubt, a termination effected as a result of clause 6.5.10(a) will not qualify a Fixed Term CMW for the termination notice outlined in Clause 6.5.1.
- 6.5.11 Eligible Fixed Terms CMWs whose employment is terminated by the Company pursuant to clause 6.5.10(b) will also receive an early termination compensation payment equivalent to three (3) weeks' pay (or four (4) weeks' pay inclusive of notice where the one (1) week notice period is not required to be worked).
- 6.5.12 The following Fixed Term CMWs will not be entitled to the early termination compensation payment in clause 6.5.11:
 - (a) Those who are terminated within the six (6) month qualifying period; or
 - (b) Those who are summarily dismissed for serious misconduct; or
 - (c) Those who are terminated because they have been deemed to have abandoned their employment.
- 6.5.13 CMWs that are engaged on a "Fixed Term" basis prior to termination will be offered and given preferential status in respect of any reasonable work transfer opportunities that are available and within their skill and competence. These offers may be one of the

categories above in 6.4.1 and will be dependent on approval by site suitability and compliance requirements.

6.6 Abandonment of Employment

6.6.1 The absence of a non-Casual CMW from work for a continuous period exceeding three (3) rostered working days without:

- (a) the consent of the Company; or
- (b) a reason acceptable to a reasonable person; or
- (c) notification to the Company, shall be prima facie evidence that the CMW has abandoned their employment.

6.6.2 In that event:

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

6.7 Standing Down of CMWs

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

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

6.8 Safety

6.8.1 The health and wellbeing of the Company's CMWs is a fundamental aspect of the Company's success. Any substantiated breaches of obligations in relation to workplace health and safety shall be

considered serious and may result in disciplinary action which may include termination of employment.

- 6.8.2 CMWs will comply with the relevant Acts, Regulations, Codes of Practice and Australian Standards, as well as the Company's or the Client's Workplace Health and Safety Policies and Procedures, as amended from time to time, including fatigue management.
- 6.8.3 CMWs shall be required to wear relevant PPE at all times as directed and/or as required by the relevant site or workplace rules and/or procedures.
- 6.8.4 Any disputes or grievances relating to safety issues shall be resolved in accordance with the Disputes Settlement Procedure in Clause 7. Work shall continue as directed by the Company during any safety dispute, unless the CMW has a reasonable concern about an imminent risk to the health and safety of the CMW or others.

6.9 Fitness for Work

- 6.9.1 The Company expects all CMWs to attend for work in a fit and healthy condition free from the effects of drugs and/or alcohol each day to ensure that work can be performed safely. Accordingly, it is prohibited for a CMW(s) to:
 - (a) present to site; or
 - (b) undertake any work or duties; or
 - (c) operate any vehicle or machinery;

with any level of alcohol or drugs in their system or under the influence of alcohol or drugs (other than those medically prescribed, declared, and approved by the Company in accordance with clause 6.9.2).

- 6.9.2 CMWs are required to disclose the use of medically prescribed and / or non-prescribed drugs (including prescription cannabis or THC) that has the potential to impair, impact the CMW's ability to perform their role, or affect their fitness for work, to the Company and to their supervisor prior to commencing work. If a CMW has made a declaration and has satisfied the Company as required, and the Company has provided approval in writing for continued use of the drugs while working, then the CMW is permitted to use the drug solely in accordance with the CMW's written prescription and the Company's written approval.

For the avoidance of doubt, drugs referenced in this clause means;

illicit, synthetic drugs, prescription drugs and over the counter medications.

- 6.9.3 If a CMW(s) are found to be in possession of, using/consuming and/or under the influence of intoxicants or non-prescribed drugs, he/she will be subject to disciplinary action, which may include suspension without pay or summary dismissal.
- 6.9.4 The CMW(s) bound by this Agreement will be required to adhere to the Company's and/or Client's site alcohol and other drugs procedures, and the CMWs contract of employment which includes pre-employment, random and for cause testing on site. Random testing for the purposes of this clause will be done in paid work time.
- 6.9.5 If there is any inconsistency between the Company's policies or procedures and the Client's policies or procedures relating to drugs and alcohol, then CMWs must comply with both. If there is a direct inconsistency so that it is not possible to comply with both, the CMW must meet the highest standard or requirement.
- 6.9.6 The Company recognises that where possible, for cause and random testing of CMWs will be consistent with Oral Testing methods contained in Australian/New Zealand Standards AS4760, otherwise AS/NZ 4308 and AS 3547 will apply for all intent and purposes.
- 6.9.7 The Company commits where possible, to inform CMWs on site prior to the initiation of any random alcohol and other drugs testing under the company's policies and/or procedures.
- 6.9.8 CMWs bound by this Agreement who require assistance and support will have access to the Company Employee Assistance Program (EAP). For the avoidance of doubt this includes CMWs who may be terminated for Fitness for Work matters.

7 Disputes Settlement Procedure

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

Procedure

- 7.1.1 In the event of any dispute, the parties to the dispute will consult to reach settlement without loss of wages or production, provided

always that work shall continue in the usual manner without bans or limitations on the performance of work, unless the CMW has a reasonable concern about an imminent risk to health and safety.

- 7.1.2 The parties to the dispute agree to comply with the words and intent of the Company's dispute settlement procedure outlined below:

Stage 1

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

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

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

Stage 2

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

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

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

Stage 3

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

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

Where the CMW is dissatisfied with the response from the Company

General Manager, or the response is not received within seven (7) working days (or agreed timeframe), the CMW may progress to Stage 4 of this process.

Stage 4

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

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

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

Stage 5

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

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

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

8 Workplace Delegates' Rights

8.1 Definition of Clause Terms

Eligible Workers means a Union Member and/or a person eligible to be a member of the Workplace Delegate's Union.

Union means the Mining and Energy Union (MEU).

Union Member means a member of the Workplace Delegate's Union.

Workplace Delegate means an employee appointed or elected as a delegate of a Union in accordance with the rules of the Union.

8.2 Right to Represent

8.2.1 A Workplace Delegate is entitled to represent their Union or a Union Member in matters including but not limited to:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary and performance management processes;
- (e) enterprise bargaining where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the Workplace Delegate's organisation with enterprise bargaining;
- (f) any process or procedure within an award, enterprise agreement or policy of the Company under which Eligible Workers are entitled to be represented and which concerns their industrial interests; and
- (g) any other bona fide Union business.

8.2.2 Before exercising entitlements under this clause, a Workplace Delegate or their Union must give the Company written notice of their appointment or election as a Workplace Delegate. If requested, the Workplace Delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.

8.2.3 A CMW who ceases to be a Workplace Delegate must give written notice to the Company within 14 days.

8.2.4 Without limiting the above and where it does not impact on operations, a Workplace Delegate is entitled to be released from normal duties to facilitate the exercise of their right to represent.

8.3 Union Leave

8.3.1 Workplace Delegates will have access to a pool of paid Union leave.

Workplace Delegates from the MEU Districts of Queensland, Northern New South Wales and South-Western New South Wales, will have access to a pool of eight (8) paid days of Union leave allocated to each District.

8.3.2 A request to take paid Union leave will not be unreasonably refused by the Company. The leave entitlement will accrue upon approval of this Agreement and each anniversary of approval (as applicable) but will not accumulate year to year.

8.3.3 A Workplace Delegate may access paid Union leave for the following reasons:

- (a) where the Workplace Delegate is a member of a Committee of Management of a District Branch of the Union, to attend each meeting of that Committee of Management;
- (b) where the Workplace Delegate is a member of the Central Council of the Union, to attend each meeting of the Central Council;
- (c) where the Workplace Delegate is a delegate to the National Convention, or an Annual General Meeting (or its equivalent) of a District Branch of the MEU, to attend each day of the National Convention and/or each day of any such Annual General meeting;
- (d) to represent their Union or a Union Member who is also employed by the Company, during time which they would otherwise be at work; and
- (e) to attend any court, or tribunal proceeding, which relates to the industrial interests of a Union Member who is also employed by the Company.

8.3.4 A Workplace Delegate may also utilise five (5) days unpaid Union leave per year to partake in the matters listed above at clause 8.3.3. The leave entitlement will accrue upon commencement or anniversary of commencement (as applicable) but will not accumulate year to year.

8.4 Training Leave

8.4.1 The Company must provide a Workplace Delegate with five (5) days in the first year and then one (1) day per year thereafter of paid training leave for the purpose of attending training related to representation of the industrial interests of their Union or Union Member.

- 8.4.2 For the avoidance of doubt, the training need not occur during the Workplace Delegate's normal working hours as long as the provision of the time off facilitates the Workplace Delegate's attendance (for example a Workplace Delegate who works night shift may access time off to attend training that occurs during a day which falls either side of their night shift).
- 8.4.3 The Company must pay the Workplace Delegate as if they were at work for each day of training that is attended.
- 8.4.4 A Workplace Delegate must be nominated by their Union to participate in such training, and the training course must be approved by their Union.
- 8.4.5 A Workplace Delegate must notify the Company as soon as practicable of their intention to utilise paid training leave for training (minimum five (5) weeks' notice).
- 8.4.6 If requested by the Company, the Workplace Delegate must provide the Company with an outline of the training content.
- 8.4.7 The Workplace Delegate must, within 14 days after the date on which training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

8.5 Right to Reasonable Communication

- 8.5.1 A Workplace Delegate may communicate with Eligible Workers in relation to their industrial interests, including:
 - (a) discussing membership of the Workplace's Delegate's organisation and representation with Eligible Workers'; and
 - (b) discussing relevant industrial and workplace matters with Union Members and Eligible Workers.
- 8.5.2 A Workplace Delegate may communicate with Eligible Workers during work hours or work breaks, or before or after work.
- 8.5.3 The Company must not monitor, record or otherwise infringe the privacy of communications between a Workplace Delegate and their Union or an Eligible Worker.
- 8.5.4 The Company must not:
 - (a) prevent an Eligible Worker from disclosing information to a Workplace Delegate or their Union; or
 - (b) require an Eligible Worker to disclose the contents of any

communications with a Workplace Delegate or their Union; or

- (c) prevent a Workplace Delegate from disclosing information:
 - (i) to their Union; and / or
 - (ii) to an Eligible Worker.
- (d) require a Workplace Delegate to disclose the contents of any consultations.

8.6 Right to Use Facilities

8.6.1 The Company must provide a Workplace Delegate with reasonable access to or use of the following workplace facilities:

- (a) a room or area to hold discussions which is fit for purpose, private and accessible by the Workplace Delegate, Union Members and/or Eligible Workers;
- (b) electronic means of communication that are ordinarily used by the Company to communicate with Eligible Workers in the workplace;
- (c) a lockable notice board in a high traffic area. The Workplace Delegates are to have exclusive access to the notice board; and
- (d) office facilities and equipment including printers, scanners, photocopiers and wi-fi.

8.6.2 The Company is not required to provide access to or use of a workplace facility under clause 8.6.1 if:

- (a) the workplace does not have the facility;
- (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (c) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

8.7 Prohibited Conduct

8.7.1 The Company must not:

- (a) prevent a Workplace Delegate from exercising their rights under

this clause or any other right they have under the Act.

- (b) induce a Workplace Delegate not to exercise their rights.
- (c) prevent a Workplace Delegate from participating in collective bargaining.
- (d) deal directly with a person whom the Company has been notified is being represented by a Workplace Delegate about a dispute, their industrial interests, a disciplinary matter, or a performance matter, unless the person consents.

9 Classifications

9.1 The classification structure is set out in Schedule 1.

9.2 At the commencement of each assignment by way of a Notice of Offer, a CMW will be assigned to a classification level based on skills, qualifications and experience and in consideration of the substance of the duties to be carried out on the site or workplace. The CMW's classification level, applicable to the assignment, will be specified in the Notice of Offer made by the Company to the CMW.

9.3 Classifications will be determined on skills required for the particular role and not skills attained, as described in Schedule 1

10 Wage Rates

10.1 Ordinary hourly wage rate

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

Base Rate CMWs

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

Flat Rate CMWs

- (c) The flat rate of pay for each classification is prescribed in Schedules 3, 4 and 5.
- (d) Flat rates of pay are an aggregate rate and are provided in

compensation for all loadings and penalties which may be applicable to the Flat Rate CMW's employment, including but not limited to (where applicable):

- (i) Overtime;
 - (ii) Loadings (including casual, annual leave and public holiday loadings as applicable);
 - (iii) Penalty Rates (including for weekends as applicable);
 - (iv) Allowances (including industry and special allowances that apply to all CMWs covered by this Agreement and any industry and special allowances specifically incorporated that may not apply to all CMWs covered by this Agreement);
 - (v) Shift penalties; and
 - (vi) Any other entitlement a CMW covered by this Agreement may have under the Act.
- (e) A flat hourly rate of pay compensates CMWs for hours worked up to and including those hours prescribed in the Flat Rate Scenarios in Schedules 3, 4 and 5 (i.e. up to an average of 45 hours per week).

10.1.2 A CMW will not be paid less than the applicable ordinary hourly rate, from the relevant pay and classification scale, as amended from time to time. The pay and classification scale is amended in accordance with the relevant legislation.

10.1.3 The Company, on written request from a CMW(s), shall provide to the CMW a reconciliation, comparing entitlements for flat rate CMWs under this Agreement as compared to the equivalent Award classification rate under the Award, for the hours that the CMW worked in the previous Roster Cycle.

10.1.4 In the unexpected event that the reconciliation shows the CMW would have been paid more had they been paid in accordance with the Award, the Company will make a rectification payment (within the next pay period) to the CMW of whatever the higher conditions that have been demonstrated post the reconciliation process.

10.2 Payment of Wages

10.2.1 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, processing will occur on the next available business day (with receipt of funds subject to the CMW's institution's processing time/s).

- 10.2.2 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 possible and make any rectification payments as soon as practicable prior to the next pay cycle.

10.3 Averaged Weekly Payment Arrangement Option

- 10.3.1 The Company at its discretion may offer an Averaged Weekly Payment Arrangement Option, that may be entered into upon agreement between relevant Permanent Employment CMWs and the Company. Prior to this occurring, the Company will consult in accordance with Clause 23 with affected CMWs prior to implementing an Averaged Weekly Payment Arrangement Option on their site.
- 10.3.2 For the avoidance of doubt, any Averaged Weekly Payment Arrangement Option will not disadvantage relevant Permanent Employment CMWs for the purposes of their pay and conditions under other parts of this Agreement.
- 10.3.3 Permanent Employment CMWs who are paid in accordance with an Averaged Weekly Payment Arrangement Option will be entitled to, subject to request, 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.
- 10.3.4 For the avoidance of doubt, consistent with Clause 4 of this 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.
- 10.3.5 The Company shall in accordance with Clause 4.5 of this Agreement, make a payment to the CMW where there is a verified underpayment.
- 10.3.6 For the avoidance of doubt, the minimum qualification for a Permanent Employment CMW to be entitled to any Averaged Weekly Payment Arrangement Option will be a minimum of six (6) months continuous employment period.

10.4 Trainees

- 10.4.1 The Company is committed to engaging Trainees in the Black Coal Industry consistent with this Agreement and recognised government endorsed training packages.
- 10.4.2 The Company where possible will ensure that as a priority any trainee(s) come from the local community closest to the mine where they will be engaged.
- 10.4.3 The Company will meet all legal requirements regarding the Traineeship program.
- 10.4.4 The Company will communicate with the recognised RTO and the Trainee during the Traineeship program to ensure the Training Plan is delivered as committed. Part of this process will be making sure all training records are kept up-to-date, and where needed, that support for the Trainees is provided.
- 10.4.5 The following types of traineeships are available under this Agreement:
- (a) A full-time traineeship based on 35 ordinary hours per week.
 - (b) A part-time traineeship based on less than 35 ordinary hours per week.
- 10.4.6 **Trainee Rates**
- (a) Trainees will be engaged to complete a recognised traineeship program.
 - (b) Trainees will be engaged as either a Junior Trainee or Adult Trainee, as defined in this Agreement.
 - (c) Junior Trainees will be paid 85% of the equivalent Adult Trainee rate prescribed in Schedules 2, 3, 4 and 5 of this Agreement, or until such time that they become an Adult Trainee (i.e. turn 21 years old), in which case they will be entitled to the Adult Trainee rate.
 - (d) An Adult Trainee will commence at the Trainee Year 1 rate as prescribed in Schedule 2, 3, 4 and 5, and progress to a Trainee Year 2 level after a period of twelve (12) months.

10.5 Wage Increases

10.5.1 Base Rate Increases

Wage increases for Casual and Permanent Base Rates are set out in Schedule 2 and Schedule 3, 4 and 5 for Flat Rates.

The Base Rates of pay which will apply on commencement of this Agreement will increase by 4% on 1 July 2027 and 4% on 1 July 2028.

10.5.2 Flat Rate Increases on Commencement of Agreement

The reference to 'Flat Rate of Pay' within clause 10.5.2 refers to a CMW's actual hourly Flat Rate of Pay (inclusive of any flexible reward scheme payment) as stipulated on the CMW's Notice of Offer of Employment. The Base Rate of Pay applicable on commencement is as set out in Schedule 2, and will increase on 1 July 2027 and 2028 as stipulated in clause 10.5.1.

If, upon the commencement of the Agreement, a Flat Rate CMW receives a Flat Rate of pay above the minimum flat rate of pay for their classification outlined in Schedule 3 and has not seen an increase to their Flat Rate of Pay, for whatever reason, 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 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. The higher rate will only apply from the commencement of the Agreement.

Example – No increase to Flat Rate of Pay within last 12 months

A permanent CMW (Mineworker 3 – Monday to Sunday Shiftworker) receives a Flat Rate of Pay of \$55.00 pursuant to their Notice of Offer of Employment. The CMW has been employed by the Company since 2024.

On 1 July 2025, the cohort of Mineworker 3 – Monday to Sunday Shiftworkers received a statutory 3.5% increase to the minimum base rate of pay applicable under the predecessor enterprise agreement, to a value of \$1.10, bringing their base rate to **\$32.40**. Upon commencement of the Agreement, the Mineworker 3 Base Rate of Pay increased to \$34.37, 2% of this increase equates to \$0.69.

Despite these increases to the cohort's minimum base rate of pay, this CMW is paid above the cohort's minimum flat rate of pay and has not seen an increase to their Flat Rate of Pay of \$55.00 within the last 12 months they have been employed. Accordingly, upon commencement of the Agreement, the Company will apply an increase to the CMW's Flat Rate of pay to the equivalent gross value of \$1.79 (\$1.10 + \$0.69), bringing their Flat Rate of pay to **\$56.79**.

For the avoidance of doubt, if a CMW receives an increase to their Flat Rate of Pay due to the commencement of the Agreement, they will not be eligible for any further increase stipulated by clause 10.5.2.

10.5.3 Flat Rate Increases on 1 July thereafter

The reference to 'Flat Rate of Pay' within this clause 10.5.3 refers to a CMW's actual hourly Flat Rate of Pay (inclusive of any flexible reward scheme payment) as stipulated on the CMW's Notice of Offer of Employment. The Base Rate of Pay applicable on commencement is as set out in Schedule 2, and will increase by 4% on 1 July in 2027 and 2028 as stipulated in clause 10.5.1.

However, on and from 1 July 2027, if:

- (a) a CMW was employed at the time of the previous wage increase under the Agreement; and
- (b) the CMW has not received an increase to their Flat Rate of Pay in the prior 12 months that is equivalent to at least 4% of the minimum flat rate of pay for their classification in Schedules 3, 4 and 5,

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).

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

Scenario 1 – Full increase to Flat Rate of Pay

On 1 July 2026, a permanent CMW (Mineworker 3 – Monday to Sunday Shiftworker) received an increase to their Base Rate of pay (in accordance with clause 10.5.1) and their Flat Rate of Pay (in accordance with clause 10.5.2, with their Flat Rate of pay being \$60.00 per hour, comprised of a minimum flat rate of \$56.46 and a Flexible Reward Scheme of \$3.54). On 1 July 2027, the Agreement provides for a 4% increase to their Base Rate of Pay to the value of \$1.37 and their minimum Flat Rate of Pay to the value of \$2.17. Between the commencement of the Agreement and 1 July 2027, the CMW does not receive an increase to their Flat Rate of Pay (i.e. remains at \$60.00/hr). In circumstances where that CMW has not seen a genuine increase to their Flat Rate of Pay to the value of \$2.17 since the previous wage increase under the Agreement, the CMW will receive a further \$2.17 increase to their Flat Rate of Pay on 1 July 2027, increasing their Flat Rate of Pay to \$62.17 per hour (consisting of a minimum flat rate of \$56.46 and a flexible reward scheme of \$5.71).

Scenario 2 – Partial increase to Flat Rate of Pay

As of 1 July 2026, a permanent CMW (Mineworker 3 – Monday to Sunday Shiftworker) is being paid a Flat Rate of Pay of \$60.00 per hour (noting that their Flat Rate of Pay includes a minimum flat rate of \$56.46 and a flexible reward scheme of \$3.54). On 4 February 2027, the CMW receives an

administrative increase of \$1.00 to their Flat Rate of Pay, increasing it to \$61.00 per hour. On 1 July 2027, the Agreement provides for a 4% increase to their Base Rate of pay (in accordance with clause 10.5.1) to the value of \$1.37 and their minimum flat rate of pay to the value of \$2.17. In circumstances where that CMW has not seen a genuine increase to their Flat Rate of Pay to the value of \$2.17 since the previous wage increase under the Agreement, the CMW will receive a further \$1.17 increase to their Flat Rate of Pay on 1 July 2027, taking their rate of pay to \$62.17 per hour (inclusive of a minimum flat rate of pay of \$56.46 and a flexible reward scheme of \$5.71).

Scenario 3 – No increase to Flat Rate of Pay

As of 1 July 2026, a CMW (Mineworker 3 – Monday to Sunday Shiftworker) is being paid a Flat Rate of Pay of \$60.00 per hour (noting their flat rate of pay includes a minimum flat rate of \$56.46 and a flexible reward scheme of \$3.54). On 4 February 2027, the CMW received an administrative increase of \$3.00 to their Flat Rate of pay, increasing it to \$63.00 per hour. On 1 July 2027, the Agreement provides for a 4% increase to their Base Rate of Pay (in accordance with clause 10.5.1) to the value of \$1.37 and their minimum Flat Rate of Pay to the value of \$2.17. Since the CMW has already had a genuine increase to their Flat Rate of Pay to the value of \$2.17 or more (being \$3.00) since the previous wage increase under the Agreement, the CMW will not receive a further increase to their Flat Rate of Pay on 1 July 2027.

10.5.4 New Employees

The reference to 'Flat Rate of Pay' within this clause 10.5.4 refers to a CMW's actual hourly Flat Rate of Pay (inclusive of any flexible reward scheme payment) as stipulated in the CMW's Notice of Offer of Employment.

Those CMWs who were not employed at the time of the previous wage increase under the Agreement, will be entitled to receive the applicable increase to their Base Rate of Pay and Flat Rate of Pay, as described in the scenarios above 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).

10.5.5 Clarification

The reference to 'Flat Rate of Pay' within this clause 10.5.5 refers to a CMW's actual hourly Flat Rate of Pay (inclusive of any flexible reward scheme payment) as stipulated in the CMW's Notice of Offer of Employment.

For the avoidance of doubt, if a CMW has received an increase to their all-inclusive Flat Rate of Pay at any point within the proceeding 1 July – 30 June period, which in gross dollar value is more than the increase prescribed in clause 10.5.2 or 10.5.3, then the CMW will not be entitled to a further

increase. It is not the intention of this clause that increases provided for in the Agreement are in addition to non-Agreement or administrative increases which may be applied to a CMW's Flat Rate of Pay, but rather that the Agreement provided increases represent minimum amounts that Flat Rates of pay will be adjusted in real dollar terms, during a 12-month period.

10.5.6 Regulated Labour Hire Arrangement Orders

In circumstances where a Regulated Labour Hire Arrangement Order ('RLHA Order') is in place which provides for a higher rate of pay than is payable under this Agreement, for example at a single worksite location or at multiple worksite locations, then the Protected Rate of Pay ('PROP'), including any mechanisms to calculate and adjust the PROP (in accordance with the RLHA Order) will take precedence over the rates prescribed in this Agreement, on the basis that the PROP is more than the rate of pay that would otherwise apply to a CMW as required by this Agreement (i.e. a CMW would not be entitled to both increases as provided for in this Agreement and by virtue of any RLHA Order).

Clause 10.5.2 does not operate to increase the remuneration payable to a CMW who is paid a PROP pursuant to a RLHA Order, where that PROP is higher than the rate of pay that would otherwise be payable under this Agreement.

Protection of Uplifts – Flat Rate CMWs

- 10.5.7 CMWs who are employed on 'Notice of Offers' at the time this Agreement is lodged with the Fair Work Commission and who are receiving over-Agreement payments and/or flex up (uplift) arrangements/conditions contained in their Notice of Offers at that date will have those rates (as per clause 10.5.6 to 10.5.13) to become their new "guaranteed flat rate" consistent with the following provisions:
- 10.5.8 For the avoidance of doubt, the 'protection of Uplifts' guarantee in this Clause will apply for the life of this Agreement, and will only cease on the replacement or termination of the Agreement.
- 10.5.9 If a CMW(s) has a material change in their employment warranting a new Notice of Offer, such as a substantive change in employment category, location/ Client, change in classification or role type, then the guarantee ceases to operate (i.e. the guarantee ends).
- 10.5.10 If any CMW moves to another mine site location, or another role type/ classification, the CMW will be entitled to the same "guaranteed flat rate" as compared to a similar CMW, at the same classification, working at the same site location (i.e. parity with a

“like for like” CMW at the same location and classification). This includes ‘acting in higher grade’ situations (clause 3) that are for intermittent arrangements (e.g. holiday relief).

- 10.5.11 In the event there is no “like for like” comparison available at the site location, the “guaranteed flat rate” for the CMW will apply.
- 10.5.12 In the event of a dispute as to the applicable rate, clause 7 will apply.
- 10.5.13 If a CMW has received any rate increases during the life of the Agreement that are in excess of the “guaranteed flat rate”, then the CMW will maintain the “guaranteed flat rate”. For clarity, the “guaranteed flat rate” is not changed by any subsequent rate increases.
- 10.5.14 Alternatively, if the rates of pay provided for in the Agreement then become more than the “guaranteed flat rate”, then the Agreement rates of pay will apply from the time of their application.

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

Scenario - A CMW’s Notice of Offer for a site-specific rate as at the time this Agreement is lodged with the Fair Work Commission was at \$66.00 per hour Casual Flat Rate for a level 3 CMW operator. Under this Agreement, the CMW’s “guaranteed flat rate” will be maintained at the CMW’s flat rate of \$66.00 for the duration of this Agreement. Therefore, any increases added to the uplifted rate of \$66.00 from the time this Agreement is lodged with the Fair Work Commission will be a new “above Agreement” rate, but will not replace their “guaranteed flat rate”.

- 10.5.15 Definition of “guaranteed flat rate” in this Clause above- means as per the applicable Notice of Offer at the time this Agreement is lodged with the Fair Work Commission. For the purposes of clarity, the guaranteed rates for the purposes of this clause, will be confirmed in separate correspondence to each CMW to which this clause applies.
- 10.5.16 Clauses 10.5.7 through to 10.5.15 do not apply in circumstances where a CMW is receiving payment of a PROP subject to a RLHA Order in accordance with Clause 10.5.6.

II Allowances

- 11.1** For a Base Rate CMW, the allowances set out in this Clause shall be paid in addition to the base rate of pay (where applicable).
- 11.2** For a Flat Rate CMW, the allowances set out in this Clause shall be paid in addition to the flat rate of pay except where the allowance has already been incorporated into the flat rate.
- 11.3** Where a CMW is paid a Flexible Reward Scheme in accordance with Clause 14, such additional payment shall incorporate all allowances that might otherwise apply to the CMW (provided that the total payment to the CMW in gross wages over the Roster Cycle is not less than they would have received under the Agreement under a base rate plus penalties and allowances scenario). In other words, above Agreement payments can be treated as payments in lieu of applicable additional allowances.
- 11.4** For the avoidance of doubt, the standard weekly rate refers to the rate of pay for a Mineworker Level 3.

Wage related allowances and reimbursements

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



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

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

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

Expense related allowances

Allowance	Rate	Application
Tool allowance	CMWs required to provide necessary tools must be paid an additional \$13.52 per week	Employers will continue to supply tools customarily supplied by them
Meal allowance	\$19.77 for each meal	When an CMW is entitled to a meal allowance in accordance with Clause 20.5

12 Superannuation

- 12.1** The Company as a minimum will comply with all relevant superannuation legislation as amended from time to time.
- 12.2** The Company will provide for the payment of superannuation on all rostered hours of work (including rostered overtime), but excluding non-rostered overtime.
- 12.3** Salary Sacrifice Superannuation (Only)
- 12.3.1 Consistent with this Agreement and the Australian Taxation Laws (including the Regulations and Guidelines), a CMW may request that the Company salary sacrifice any pre-tax remuneration into a

complying Superannuation fund nominated by the CMW.

- 12.3.2 The Company will, at its own cost, process the salary sacrifice through the Company's payroll facility.
- 12.3.3 The Company will deduct the amount from the CMW's earnings as described above in 12.3.1 prior to PAYG taxation being applied. This will reduce the CMW's taxable income by the amount of the sacrificed component. The amount sacrificed will appear on the CMW's Payment Summary.
- 12.3.4 The Company will exclude any Overtime and other relevant penalty/loading payments prior to deducting the sacrificed amount.
- 12.3.5 A CMW may at any time withdraw from a salary sacrifice arrangement on giving a minimum of two (2) pay periods notice to the Company CMW Payroll contact.
- 12.3.6 A CMW may alter the amounts (\$) of salary sacrifice only once per financial year (July to June).
 - For example, if a CMW reduces their salary sacrifice \$ or withdraws then any further change or re-entry cannot occur until the next financial year.
- 12.3.7 It is the responsibility of the CMW to make themselves aware (by getting their own financial advice) of the conditions relating to superannuation guarantee and salary sacrificing compliance which may vary from time to time depending on changes to legislation and the terms and conditions of the CMW's complying fund.

12.4 In accordance with legislation, if the CMW does not choose a superannuation fund/ provides insufficient information regarding their choice of superannuation fund, and has no 'stapled' fund, then the CMW will be defaulted into Mine Super.

13 Redundancy

13.1 The redundancy provisions of Clause 13 only apply to Permanent Employment CMWs.

13.2 Definitions

- 13.2.1 **Business** includes trade, process, business or occupation and includes part of any such business.
- 13.2.2 **Redundancy** occurs where the Company has made a definite decision that the Company no longer wishes the job the CMW has

been doing to be done by anyone and that decision leads to the termination of employment of the CMW, except where this is due to the ordinary and customary turnover of labour.

- 13.2.3 **Transfer of Business** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 13.2.4 **Week's pay** for the purposes of this clause means the ordinary hours at the base rate of pay for the CMW concerned as prescribed by the relevant schedule of this Agreement. Provided that such rate shall exclude:
- (a) overtime
 - (b) penalty rates;
 - (c) disability allowances;
 - (d) shift allowances;
 - (e) special rates;
 - (f) fares and travelling time allowances;
 - (g) bonuses and/or flexible reward scheme payments; and
 - (h) any other ancillary payments of a like nature.

13.3 Notice

- 13.3.1 Where termination occurs due to redundancy, the Company shall provide the CMWs with a minimum of four (4) weeks' notice of termination instead of the provisions in Clause 6.5.1.

13.4 Severance Pay

- 13.4.1 Except where clause 13.6 applies, where termination occurs due to redundancy, the CMW terminated shall be entitled to severance pay equal to one (1) ordinary weeks' pay for each completed year of employment.
- 13.4.2 Terminated CMWs are entitled to retrenchment pay equal to two (2) ordinary weeks' pay for each completed year of employment. This payment is additional to the payment prescribed in clause 13.4.1. This makes a total of three (3) ordinary weeks' pay for each completed year of employment.
- 13.4.3 Regardless of length of employment, the minimum payment due to

CMWs under clause 13.4.2 is two (2) ordinary weeks' pay.

13.4.4 Continuity of service shall be calculated in the following manner:

- (a) All paid hours worked will count towards continuous service.
- (b) Any unpaid absences from work will not count as time worked in calculating continuous service.
- (c) The following type of absences will count as time worked in calculating continuous service:
 - (i) worker's compensation, stand down, paid personal leave, in service long service leave, annual leave, public holidays, paid bereavement leave, paid training leave, community service leave, domestic and family violence leave, approved Union leave and jury service taken by a CMW will count as time worked;
 - (ii) any interruption or termination of the employment by the Company which has been made with the intention of avoiding obligations under this clause.
- (d) Absences from work which do not count as time worked in calculating continuous service but do not break continuity of service for the purposes of this Agreement include:
 - (i) any leave without pay taken with the agreement of the Company; and
 - (ii) parental leave.

13.5 Treatment of period of service as a Casual CMW

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

13.5.2 However, despite 13.5.1, the prior period of continuous service as a Casual CMW will also be considered for the purposes of redundancy under this Agreement, but only if the following circumstances below apply:

- (i) If a casual CMW elected to convert to a Full-time or Part-time CMW between 5 July 2019 and 22 November 2019; and
- (ii) Have remained continuously employed by the Company as a permanent CMW for the duration of their tenure since converting; and

(iii) Is terminated due to redundancy.

13.5.3 If the circumstances in Clause 13.5.2 (i), (ii) and (iii) are satisfied and the eligible CMW becomes entitled to a redundancy payment, the eligible Full Time or Part Time CMW will receive a payment under clauses 13.4.1 and 13.4.2 for each completed year of continuous service as a Casual CMW (i.e. 3 weeks per year of completed service), capped at a total amount of 10 weeks' pay.

13.6 CMWs exempted

13.6.1 The redundancy entitlements in this Clause 13 do not apply to:

- (a) CMWs terminated as a consequence of serious misconduct, performance or show cause process; or
- (b) CMWs who resign; or
- (c) Fixed Term CMWs; or
- (d) Traineeship CMWs; or
- (e) Casual CMWs.

13.7 Transfer to lower paid duties

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

13.8 Alternative employment

13.8.1 The Company is not liable for the payment in clauses 13.4.1, 13.4.2 or 1.1.1 if the Company obtains, or causes to be made available for the CMW, work:

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

13.9 Job Search entitlement

- 13.9.1 During the period of notice of termination given by the Company in accordance with clause 13.3, a CMW shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 13.9.2 If the CMW has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the CMW shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

14 Flexible Reward Scheme

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

Excluding the guaranteed minimum increase to Flat Rates of Pay described in clause 1010.5.2 and 1010.5.3, the payment of a Flexible Reward Scheme remains at all times at the sole discretion of the Company and is subject to the following conditions:

- 14.1** Subject to Clause 11.3, the scheme is separate from and in addition to any employment benefits provided for in this Agreement;
- 14.2** The scheme may be paid as an hourly supplement to classification wages, as a weekly supplement or one-off lump sum amount;
- 14.3** The scheme may be withdrawn or varied at any time but cannot be used to reduce the minimum rates otherwise payable under this Agreement. To the extent of any inconsistency in relation to the application of this clause, clauses 1010.5.7 to 1010.5.13 take precedent.
- 14.4** In the event that the scheme applies to only one classification, it will not have a flow on to other classifications under this Agreement;
- 14.5** Any entitlement to the scheme under this clause will be communicated to the CMW at the commencement of the CMW's engagement via a Notice of Offer.

15 Hours of Work – Base Rate CMW

15.1 Base Rate CMW

- 15.1.1 The provisions of Clause 15 shall only apply to CMWs in receipt of

the base rate of pay as prescribed in Schedule 2 for the classification of work being performed.

- 15.1.2 For Permanent Employment CMWs, the applicable base rate of pay is prescribed within Schedule 2 – Table 2A.
- 15.1.3 For Casual Employment CMWs, the applicable based rate of pay is prescribed within Schedule 2 – Table 2B.

15.2 Hours of Work

- 15.2.1 The ordinary hours of work shall be 35 hours per week averaged over the Roster Cycle, with the same number of ordinary hours to be worked on each rostered shift *in* the Roster Cycle.

Examples:

A CMW works a 5:2 roster. The ordinary hours of work shall be 35 hours per week averaged over the Roster Cycle (35 ordinary hours over Roster Cycle / 5 shifts per Roster Cycle = 7 ordinary hours per shift).

A CMW works a 7:7 roster. The ordinary hours of work shall be 35 hours per week averaged over the Roster Cycle (70 ordinary hours over Roster Cycle / 7 shifts per Roster Cycle = 10 ordinary hours per shift).

- 15.2.2 Unless otherwise agreed, the ordinary hours component of a rostered shift will begin at the commencement of the rostered shift.
- 15.2.3 A CMW will also be expected to work reasonable additional hours.
- 15.2.4 Ordinary hours can be worked on any day Monday to Sunday inclusive.
- 15.2.5 Ordinary hours worked on Saturday or Sunday shall be paid in accordance with Clause 15.6 of the Agreement.
- 15.2.6 CMWs will be assigned to work a roster pattern consistent with operational requirements at the site to which they are assigned. Examples of roster patterns that may be applicable are:
 - (a) 5 days on, 2 days off; or
 - (b) 4 days on, 4 days off; or
 - (c) 5 days on, 4 days off, 4 days on, 5 days off; or
 - (d) 5 days on, 5 days off; or

- (e) 6 days on, 6 days off (In NSW where Drive in Drive Out (DIDO) arrangements are in place and there is no camp accommodation, fatigue management plans must be in place that take into account shift length and return); or
- (f) 7 days on, 7 days off (In NSW where Drive In Drive Out (DIDO) arrangements are in place and there is no camp accommodation, fatigue management plans must be in place that take into account shift length and return driving distances before these rosters are worked); or
- (g) Any other roster combination as determined by the Company provided that:
 - (i) The maximum roster length is no greater than seven (7) consecutive working shifts on an equal time roster; and
 - (ii) In New South Wales any other roster combination must be in compliance with the Fatigue Management Guide – Guidance for NSW Mining and Petroleum Industries as published by the New South Wales Resource Regulator, and as amended from time to time. For the avoidance of doubt this is also to be read in conjunction with the SafeWork NSW Guide for Managing the Risk of Fatigue of Work (2013) amended from time to time).

For the avoidance of doubt, underground CMWs will be allocated to a roster in place at the underground mine site at which they are assigned.

15.3 Overtime – Base Rate CMWs

- 15.3.1 Subject to the NES, Base Rate CMWs are required to work reasonable overtime where the Company deems it necessary.
- 15.3.2 All hours worked:
 - (a) subject to Clause 15, beyond 35 hours per week; or
 - (b) beyond 10 hours on any dayshall be paid as overtime.
- 15.3.3 All approved overtime hours worked Monday to Friday by five day roster CMWs shall be paid for at the rate of 150% of the applicable base rate for the first three (3) hours and 200% of the applicable base rate thereafter.

15.3.4 All approved overtime hours worked by (6/7 day Rosters), CMWs on Saturday or Sunday shall be paid at 200% of the applicable base rate (exclusive of any allowances) for all time worked.

15.3.5 CMWs called to work overtime on a Saturday or Sunday will be paid for a minimum of three (3) hours at the appropriate rate.

15.4 Shift Work

15.4.1 Definitions

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

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

Permanent night shift CMW is a CMW who:

- (a) works night shift only; or
- (b) stays on night shift for a longer period than four (4) consecutive weeks; or
- (c) works on a roster that does not give at least one-third of the CMW's working time off night shift in each Roster Cycle.

15.5 Shift Work Rates

Shift	Applicable pay rate
Monday to Friday	
Day Shift	100% of the applicable base rate
Afternoon shift or rotating night shift	115% of the applicable base rate
Permanent night shift	125% of the applicable base rate
Saturday	
Day work / day shift – first 4 hours	150% of the applicable base rate
Day work / day shift – after 4 hours	200% of the applicable base rate

Afternoon shift or rotating night shift – first 4 hours	172.5% of the applicable base rate
Afternoon shift or rotating night shift – after 4 hours	230% of the applicable base rate
Permanent night shift – first 4 hours	187.5% of the applicable base rate
Permanent night shift – after 4 hours	250% of the applicable base rate
Sunday	
Day work / day shift	200% of the applicable base rate
Afternoon shift or rotating night shift	230% of the applicable day rate
Permanent night shift	250% of the applicable base rate

15.5.1 **Change of Shift for Shift CMWs**

A CMWs roster pattern will not be changed, except where:

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

15.5.2 **For at least three (3) Consecutive Working Days**

If a CMW who normally works on day shift only is required to work shift work on at least three (3) consecutive working days then the CMW will be paid at overtime rates for the first afternoon or night shift so worked and after that the CMW will be paid in accordance with the provisions of Clause 15.5 for any other shifts.

15.5.3 **For less than three (3) Consecutive Working Days**

If the CMW is required to work shift work for a period less than three (3) consecutive working days then overtime rates will be paid for any afternoon or night shift work.

15.6 **Weekend Work**

15.6.1 **Minimum payment for work on Saturday and Sunday**

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

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

15.6.2 **Payment for Weekend Work for Monday to Friday CMWs**

Day of the Weekend:	Rate of Pay:
Saturday	first 3 hours - 150% of the applicable base rate after 3 hours - 200% of the applicable base rate
Sunday	200% of the applicable base rate

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

Day of the Weekend:	Rate of Pay:
Saturday - ordinary hours	first 4 hours - 150% of the applicable base rate after 4 hours - 200% of the applicable base rate
Saturday - overtime hours	200% of the applicable base rate
Sunday	200% of the applicable base rate

16 Hours of Work – Flat Rate CMW

- 16.1** The provisions of Clause 16 shall only apply to CMWs in receipt of the flat rate of pay as prescribed in Schedules 3, 4 and 5 for the classification of work being performed.

- 16.2** The ordinary hours of work for Flat Rate CMWs shall be 35 hours per week averaged over a Roster Cycle, in accordance with clause 1515.2.1 – 1515.2.6 above.
- 16.3** A Flat Rate CMW shall be employed on either day work or shift work and work hours as rostered by the Company to meet business operational needs. The shift work definitions in clause 15.4 shall be applied to determine if work is shift work.
- 16.4** A CMW will not be engaged on a flat rate in circumstances where the CMW is engaged to work less than 35 hours per week, averaged over a Roster Cycle.
- 16.5** For the avoidance of doubt, a CMW engaged by the Company to work less than 35 hours per week, averaged over a Roster Cycle will be engaged on a base rate pursuant to Clause 15 above.
- 16.6** Subject to NES, CMWs are required to work reasonable additional hours (beyond rostered hours) where the company deems it necessary.
- 16.7** For Flat Rate CMW shift workers, the provisions of Schedules 3, 4 and 5 shall apply where a CMW works in excess of the rostered hours for the flat rate over a Roster Cycle. The rate applicable for additional (non-rostered) overtime shifts which exceed the average weekly limit of the CMW's flat rate, will attract the higher rates.
- 16.8** Flat Rate CMWs do not receive any additional payment for overtime loadings, weekend penalty rates, shift penalties, annual leave loading, casual loading (where applicable to Casual Flat Rate CMW's), public holiday rates or time worked outside the spread of hours as these have been incorporated into the flat rate (which for the avoidance of doubt, is up to and including the hours of a CMW's rostered shifts).
- 16.9** Where a Flat Rate CMW works hours in excess of the flat rate scenarios as outlined in Schedules 3, 4 and 5, the CMW's flat rate of pay must be greater than (by a minimum of 1%) the rate of pay the CMW would otherwise earn as a Base Rate CMW averaged on a per hour basis over the Roster Cycle.

For example: in the event that a CMW is scheduled to work in excess of an average of 45hrs per week, the CMW's flat rate of pay for the purposes of Clause 16.9, will be calculated by applying the CMW's base rate, plus all relevant loadings and penalties rates to all rostered shifts over a Roster Cycle to determine total gross earnings, divided by the total number of hours worked, to determine an average hourly gross rate of pay. A CMW who works an average of 47.5hrs per week, or 190 hours over a 28-day Roster Cycle, would earn on a base plus penalties basis, \$9,918 (gross), which equates to a minimum hourly rate of \$52.20/hr (9918/190 = \$52.20). In those circumstances, \$52.72 per hour would be the minimum flat rate applicable (\$52.20+\$0.52).

16.10 For the avoidance of doubt, CMWs working “Day Shifts” will be paid the Day Rate in the relevant Flat Rate tables contained in Schedules 3, 4 and 5 of this Agreement, whether on a fixed or rotating roster basis. Accordingly, Afternoon and/or Night Shifts worked on a rotating basis will be paid the Rotating Day/Night Shift rate in the relevant Flat Rate tables contained in Schedules 3, 4 and 5 of this Agreement. **This Clause will be not applicable for those CMWs who are eligible for the protection of their “Uplifted rate” under Clause 10.5.7 and 10.5.8.**

16.11 Change of Shift for Shift Flat Rate CMWs

A CMWs roster pattern will not be changed, except where:

- (a) one (1) weeks’ notice of any change is given to a Permanent Employment CMW; or
- (b) 48 hours’ notice of any change is given to a Casual CMW.

17 Rostered Days off (RDOs)

17.1 Clause 17 applies to both flat rate CMWs and Base Rate CMWs.

17.2 RDOs may be implemented at a site or workplace as approved by the Company and in accordance with the Award, to meet the Company’s operational requirements.

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

18 Recall

18.1 A CMW who is recalled to work overtime after leaving the mine (whether the CMW was notified before or after leaving the mine) will be paid for at least four (4) hours work at the appropriate rate for each time the CMW is recalled.

18.2 The CMW will not be required to work the full four (4) hours if the job to be performed is completed within a shorter period.

18.3 Clauses 18.1 and 18.2 will not apply in the following cases:

- (a) where it is customary for a CMW to return to the mine to perform a specific job outside the CMW’s ordinary working hours; or
- (b) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.

- (c) For the avoidance of doubt, if the call back is due to the CMWs negligence and/or omission then clause 18.1 shall not apply.

19 Fatigue Break

- 19.1** A CMW who works so many hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the CMW has not had at least ten (10) consecutive hours off duty between these times shall, subject to clause 19.2 be released after completion of such overtime until the CMW has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 19.2** If on the instructions of the Company, a CMW resumes or continues work without having had ten (10) consecutive hours off duty, the CMW shall be paid 200% of the applicable base rate until they are released from duty and will be entitled to be absent until ten (10) consecutive hours off duty has been taken, without loss of pay for ordinary working time occurring during the absence.

20 Meal Breaks

- 20.1** If the CMW is working up to and including ten (10) hour shifts the CMW can access meal breaks of a cumulative total of 30 minutes duration per shift.
- 20.2** If the CMW is working greater than ten (10) hours shifts and up to and including twelve (12) hour shifts the CMW can access meal breaks of a cumulative total of 60 minutes (this may be divided into 2 x 30 minute breaks) duration per shift. The CMW's meal breaks are counted as time worked. The CMW's meal breaks will be taken at such times and location as directed by the Company in accordance with operational and fatigue requirements, provided that no CMW shall be required to work more than five (5) hours without taking a break.
- 20.3** For the purposes of this clause, CMWs shall comply with the Client's Health and Safety Management System with regards to meal breaks.
- 20.4** If a CMW is required to work more than one and a half hours past their rostered shift (exclusive of crib time) then the CMW will, unless agreed otherwise, before starting this overtime be allowed at least 30 minutes for a meal without deduction of pay.
- 20.5** The CMW will also, unless notified **at least 24 hours earlier** of the requirement to work overtime, be supplied with a meal or paid a meal allowance to the value specified at Clause 11 "Meal Allowance" of the Agreement.
- 20.6** After each four hours of overtime worked after a crib break the CMW will

have a further crib break and either be supplied with a meal or be paid a meal allowance.

- 20.7** Where the overtime worked is not continuous with a CMW's rostered hours, the CMW is entitled to a meal break of 30 minutes without deduction from pay after each five hours worked.

21 Leave Entitlement

21.1 Annual Leave

- 21.1.1 Annual leave entitlements are provided for in the Act and NES. This clause supplements those entitlements and provides industry specific detail.
- 21.1.2 Only Permanent Employment CMWs are entitled to accrue and be paid annual leave.

21.2 Entitlement to annual leave

- 21.2.1 A Permanent Employment CMW is entitled to annual leave, in addition to the amount provided for in the NES, such that the CMW's total entitlement to annual leave pursuant to the NES and this Agreement for each year of employment is a cumulative total of 175 ordinary hours (five (5) weeks).
- 21.2.2 A Permanent Employment CMW who:
- (a) is a seven day roster employee; or
 - (b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,
- is entitled annually to an additional 35 ordinary hours (one (1) week) of annual leave.

21.3 Accrual of annual leave

21.3.1 Ordinary Hours

Permanent Employment CMWs, accrue annual leave at the following rate:

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

21.3.2 Flat Rate Permanent Employment CMWs – Additional Roster Entitlement

Commencing from the date this Agreement commences to operate, in addition to the ordinary hours entitlement for annual leave in clause 21.2, Flat Rate Permanent Employment CMWs will also accrue additional hours of leave entitlement (known as the Additional Roster Entitlement) which may be accessed when taking annual leave. The intention is that eligible CMWs will take the Additional Roster Entitlement in addition to their annual leave, and receive pay for the total period of leave applied for and taken at their Flat Rate.

The Additional Roster Entitlement for a Flat Rate Permanent Employment CMW is determined based on the rostered hours per shift and the roster pattern worked. The Additional Roster Entitlement is determined relative to the difference between a Flat Rate Permanent Employment CMW's ordinary hours and their total rostered hours for their rostered shifts and accrues as follows:

Rostered Shift Length	Rostered Hours/Week (averaged over roster cycle)	Ordinary Hours component (x shifts/week)	Additional Roster Entitlement (hours per week)	Additional Roster Entitlement (hours per year)
8 hrs (M-F)	8 (x5) = 40	7 (x5) = 35	0.481 hours	25 hours
9 hrs (M-F)	9 (x5) = 45	7 (x5) = 35	0.961 hours	50 hours
10 hrs (M-F)	10 (x5) = 50	7 (x5) = 35	1.442 hours	75 hours
12 hrs (7 day)	12 (x3.5) = 42	10 (x3.5) = 35	0.808 hours	42 hours
12.25 hrs (7 day)	12.25 (x3.5) = 42.875	10 (x3.5) = 35	0.909 hours	47.25 hours
12.5 hrs (7day)	12.5 (x3.5) = 43.75	10 (x3.5) = 35	1.010 hours	52.5 hours
12.75 hrs (7 day)	12.75 (x3.5) = 44.625	10 (x3.5) = 35	1.111 hours	57.75 hours

*values shown are rounded to 3 decimal places based on annual hours/52 weeks.

Worked Example 1:

CMW working 5 consecutive shifts of 9 hours duration (Mon – Fri)

5x9 hour shift = 45 hours (rostered time/timesheet week)

5x7 hour shift = 35 hours (ordinary hours/timesheet week)

Difference = 10 hours additional rostered OT

Ratio of additional rostered hours = $10/35 = 28.571\%$

ARE = $175 \times 28.571\% = 50$ (additional hours accrued per year)

= $50/52$ weeks = 0.961 hours accrued per week

Worked Example 2:

CMW working 7 consecutive shifts of 12.5 hours duration over a 14 day period (even time roster pattern, rotating shift worker)

7x12.5 hour shift = 87.5, divide by 2 weeks = 43.75 (average rostered time/timesheet week)

7x10 hour shift = 70, divide by 2 weeks = 35 (average ordinary hours/timesheet week)

Difference = 8.75 hours additional rostered OT

Ratio of additional rostered hours: $8.75/35 = 25\%$

ARE = $210 \times 25\% = 52.5$ (additional hours accrued per year)

= $52.5/52$ weeks = 1.0096 hours accrual per week

- 21.3.3 The Additional Roster Entitlement does not affect a Flat Rate Permanent Employment CMW's to ordinary hours of annual leave provided for in clause 21.2.
- 21.3.4 The Additional Roster Entitlement is dependent on the length of a Flat Rate permanent Employment CMW's rostered shifts and therefore the accrual and entitlement may change from assignment to assignment depending on the shift length and roster pattern worked.
- 21.3.5 Annual leave and the Additional Roster Entitlement (where applicable) are cumulative from year to year.

- 21.3.6 Part-time Permanent Employment CMWs accrue annual leave and Additional Roster Entitlement (where applicable) on a pro-rata basis.

21.4 Deduction of Annual Leave and Additional Roster Entitlement

- 21.4.1 For each period of leave taken, the amount of annual leave and Additional Roster Entitlement (where applicable) will be deducted in the following way:
- (a) 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
 - (b) 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.

21.5 Rate of Pay for Annual Leave and Additional Roster Entitlement

- 21.5.1 A Permanent Employment CMW taking annual leave will be paid as follows:
- (a) For Base Rate Permanent Employment CMWs, the greater of:
 - (i) the CMW's ordinary base rate of pay plus a loading of 20% of that rate; or
 - (ii) the CMW's rostered earnings for the period of annual leave, which includes all rostered overtime and rostered public holidays (paid at double time), but does not include shift allowances, other than for seven (7) day roster CMWs.
 - (b) For Flat Rate Permanent Employment CMWs:
 - (i) Flat Rate Permanent Employment CMWs shall be paid in accordance with the Flat rate Scenarios in Schedules 3, 4 and 5 (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 21.5. No additional leave loading is payable on the flat rate as it is already incorporated into the flat rate.

21.6 Notice of Taking Annual Leave

- 21.6.1 A Permanent Employment CMW will give four (4) weeks' notice of their intention to take annual leave. Such leave applications are

approved or declined by the Company upon consideration of its operational requirements and will not be unreasonably refused.

21.7 Excessive Leave Accruals

- 21.7.1 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.
- 21.7.2 For the purpose of this clause, a CMW has an excessive annual leave accrual if the CMW has accrued more 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.

21.8 Amount of annual leave to be taken

- 21.8.1 Unless otherwise agreed between the Company and a Permanent Employment CMW, 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.

21.9 Payment of Annual Leave on Termination

- 21.9.1 The Company shall pay a Permanent Employment CMW their full accrual of unused annual leave, and, where applicable, Additional Roster Entitlement, in their final pay when their employment is terminated from the Company.
- 21.9.2 This payment shall be consistent with the Act and NES (and will be paid as if taken).

21.10 Cashing out of Annual Leave

- 21.10.1 The Company may agree on the cashing out of annual leave consistent with this clause.
- 21.10.2 Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing with a Permanent Employment CMW and include:
 - (a) The amount of leave to be cashed out and the payment to be made to the CMW for it; and
 - (b) The payment to be made to the CMW for the cashed out annual

leave will be the same as what the CMW would have received if they had taken the leave; and

- (c) The date on which the payment is made; and
- (d) Be signed by the Company and CMW.

21.10.3 The Company and CMW must not agree to the CMW cashing out an amount of annual leave if the agreement would result in the CMW's remaining accrued entitlement to paid annual leave being less than one years' annual accrual in accordance with clause 21.2.

21.11 Personal / Carer's Leave Entitlement

21.11.1 Accrual of personal leave

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

21.12 Evidence required

21.12.1 If requested by the Company, the CMW must provide a medical certificate or such other evidence as will prove to the Company's reasonable satisfaction that the absence from work was for the reasons set out in the NES. This must be provided to the Company as soon as practicable.

21.12.2 For the avoidance of doubt, the provision of medical certificates or other evidence (accepted by the Company) shall be provided by the CMW in the following circumstances:

- (a) More than two (2) consecutive days; or
- (b) For Monday to Friday CMWs - Single days that are before or after a weekend and/or a public holiday.

21.12.3 Other evidence as referenced above can mean;

- (a) Statutory declarations; or
- (b) Confirmation document from a chemist; or

- (c) Site medic/ESO.

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

21.13 Deduction of personal leave

21.13.1 Any personal leave taken must be deducted from the CMWs personal leave entitlement as follows:

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

21.14 Payment of personal leave

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

21.15 Cashing out of Personal/ Carer's Leave

21.15.1 The Company will agree to a CMW request to have their personal leave paid out on the following basis:

- (a) The CMW retains a balance of more than 210 hours of untaken paid personal/carers leave; and
- (b) There is an application (for example via email); and
- (c) The CMW will be entitled to cash out up to:
 - (i) 25 hours after the second anniversary of employment;
 - (ii) 50 hours per annum after every anniversary thereafter;
- (d) This is paid at the CMWs rate of pay as they would have received had the CMW taken the leave in accordance with clause 21.14.

21.15.2 Nothing in this clause prevents the Company from approving the cashing out of additional sick leave, providing that a minimum balance is maintained in accordance with the NES.

21.16 Payment of Accrued Personal/ Carer's Leave upon Termination

- 21.16.1 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.

21.17 Casual CMWs

- 21.17.1 Casual CMWs will be entitled to 2 days of unpaid carer's leave in accordance with the Act.

21.18 Parental Leave

- 21.18.1 CMWs will be entitled to Parental Leave in accordance with the Act.

21.19 Compassionate Leave

- 21.19.1 In accordance with and subject to the requirements of the Act, a Permanent Employment CMW is entitled to two (2) days of compassionate leave for each occasion when:
- (a) a member of the CMW's immediate family or a member of the CMW's household:
 - (i) Contracts or develops a personal illness that poses a serious threat to his/her life; or
 - (ii) Sustains a personal injury that poses a serious threat to his/her life; or
 - (iii) Dies;
 - (b) 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
 - (c) the CMW, or the CMW's spouse or de facto partner, has a miscarriage.
- 21.19.2 The Permanent CMW will be required to give the Company any evidence that the Company reasonably requires of the illness, injury or death.
- 21.19.3 Permanent Employment CMWs who take compassionate leave in the circumstances referred to in Clause 21.19.1, will be entitled to payment for the Compassionate Leave at the amount the Permanent Employment CMW would reasonably have expected to be paid if the CMW had worked for the period of paid leave.
- 21.19.4 Casual CMWs will be entitled to 2 days of unpaid compassionate

leave in accordance with the Act.

21.20 Long Service Leave

21.20.1 Subject to legislative requirements, Long Service leave is accrued and deducted based on ordinary hours.

21.21 Jury Service Leave

21.21.1 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.

21.22 Community Service Leave

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

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

21.23 Notification of absence by Casual CMWs

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

21.23.2 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.

21.24 Leave to deal with Family and Domestic Violence

21.24.1 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.

22 Public Holidays

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

- Christmas Day,

- Boxing Day,
- New Years Day,
- Australia Day,
- Good Friday,
- Easter Saturday,
- Easter Monday,
- Industry Picnic Day (Tuesday after Easter Monday in New South Wales only);
- Anzac Day,
- Labour Day, as gazetted in the relevant State or Territory,
- King's Birthday, and
- Any other day as gazetted in the relevant State or Territory.

22.2 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. The CMW may refuse this request on reasonable grounds. In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the matters set out in the Act will be taken into account.

22.3 Base Rate CMWs

22.3.1 A Base Rate CMW (other than a Casual CMW) shall be entitled to payment 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), except where a CMW has agreed to work on a Public Holiday and is absent without the consent of the Company or absent without reasonable cause.

22.3.2 A Base Rate CMW who is requested to work on a public holiday shall be paid at the rate of 300% of the applicable base rate.

22.3.3 If work performed in excess of the ordinary hours on a public holiday, the CMW will be paid at a rate of 300% of the applicable base rate.

22.4 Flat Rate CMWs

22.4.1 Flat Rate CMW's shall be paid at their usual flat rate of pay for any work performed on all public holidays except Christmas and Boxing

Day.

- 22.4.2 On Christmas Day and Boxing Day, a Flat Rate CMW will receive, as a minimum, 300% of the applicable base rate of pay for the CMWs classification for work performed.

22.5 Company Nomination of Public Holidays Not to be Worked

- 22.5.1 The Company will ensure that Base Rate and Flat Rate CMWs (excluding Casual CMWs) will be advised by the Company which two (2) rostered public holidays each calendar year will not be worked without loss of pay.
- 22.5.2 The Company may however, for operational criticality purposes, reasonably request a CMW(s) to work one or more of these days.
- 22.5.3 The Company will advise the affected CMW of the two (2) nominated Public Holidays in writing at least 4 weeks prior.

22.6 Agreement to Substitute Public Holidays

- 22.6.1 The Company and a CMW may agree to substitute one (1) of the prescribed public holidays for another day and the provisions of this clause will apply to the substituted day.
- 22.6.2 If an agreement cannot be reached, then the Company shall make the final determination with a minimum of four (4) weeks' notice to the affected CMWs.

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

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

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

23 Consultation

23.1 This clause applies if the Company:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the CMWs;

or

- (b) proposes to introduce change to the regular roster or ordinary hours of work of CMWs.

23.2 Major change

For a major change referred to in clause 23.1(a):

- (a) the Company must notify the relevant CMWs of the decision to introduce the major change; and
- (b) clauses 23.6 - 23.8 to apply.

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

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

then the Company must recognize the representative.

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

23.4.1 Discuss with the relevant CMWs:

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

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

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

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

- 23.6** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant CMWs.
- 23.7** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses 23.1(a), 23.2 and 23.3 of this clause are taken not to apply.
- 23.8** In this term, a major change is likely to have a significant effect on CMWs if it results in:
- (a) the termination of the employment of CMWs; or
 - (b) major change to the composition, operation or size of the Company's workforce or to the skills required of CMWs; 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 implement or alter shift work arrangements; or
 - (f) the need to retrain CMWs; or
 - (g) the need to relocate CMWs to another workplace; or
 - (h) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 23.9** For a change referred to in clause 23.1(b):
- (a) The Company must notify the relevant CMWs of the proposed change; and
 - (b) clauses 23.10 to 23.12 apply.
- 23.10** The relevant CMWs may appoint a representative for the purposes of the procedures in this term.
- 23.11** If:
- (a) a relevant CMW appoints, or relevant CMWs appoint, a representative for the purposes of consultation; and
 - (b) the CMW or CMWs advise the Company of the identity of the representative;

then the Company must recognize the representative.

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

- (a) discuss with the relevant CMWs the introduction of the change; and
- (b) for the purposes of the discussion — provide to the relevant CMWs:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the CMWs; and
 - (iii) information about other matters that the Company reasonably believes are likely to affect the CMWs; and
 - (iv) invite the relevant CMWs to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (c) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant CMWs.
- (d) The Company must give prompt and genuine consideration to matters raised about the change by the relevant CMWs.
- (e) In this clause the relevant CMWs means the CMWs who may be affected by the change referred to in subclause 23.1(b).

24 Accident Pay

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

24.2 Payment to be made during incapacity:

24.2.1 The Company must pay, or cause to be paid, accident pay during the incapacity of the CMW, within the meaning of the applicable workers compensation legislation:

- (a) until such incapacity ceases; or
- (b) until the expiration of a period of 78 weeks from the date of injury;

whichever event will first occur, even if the Company terminates the CMW's employment within the period.

24.3 Meaning of accident pay

24.3.1 For the purposes of this clause accident pay means:

- (a) For the initial period of 39 weeks from the first absence from the injury, a weekly payment representing the difference between the weekly amount of compensation paid to the CMW under the applicable workers compensation legislation and the weekly amount that would have been received by virtue of this Agreement had the CMW been paid as if at work (provided the latter amount is greater than the former amount).
- (b) For a further period of 39 weeks a weekly payment representing the difference between the weekly amount of compensation paid to the CMW under the applicable workers compensation legislation and the rate prescribed from time to time for the classification of the incapacitated CMW plus any applicable flex up payment for ordinary hours only (provided the latter amount is greater than the former amount).

24.4 Pro rata payments

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

24.5 When not entitled to payment

24.5.1 A CMW will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

24.6 Redemptions

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

24.7 Damages independent of the Acts

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

entitled to any further accident pay thereafter.

24.8 Calculation of period

24.8.1 The 78 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the 78 week limitation.

25 Personal Protective Equipment

25.1 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:

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

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

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

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

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

25.2 CMWs who chose not to receive Company issued boots in preference of providing their own to the equivalent Australian Standards will be reimbursed on provision of the receipt of the purchase of their own boots up to a maximum of \$200.

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

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

- 25.5** Work clothing mentioned in this clause will be subject to the CMW having worked continuously for the Company for a period of at least 12 weeks. Therefore, should the CMW leave within the first 12 weeks of employment via resignation or summary dismissal, then they must return all Company provided clothing to the Company for the PPE that they have been provided.
- 25.6** No safety equipment or PPE other than that provided and/or approved by the Company is to be worn by a CMW whilst on a worksite.
- 25.7** On commencement of assignment all CMWs must ensure that they have correct safety clothing.
- 25.8** For CMWs who have been employed continuously for more than twelve (12) weeks and who require prescription glasses to undertake their individual roles/tasks on site, the Company will reimburse (on provision of receipt) up to \$250 reimbursement for the purchase of their prescription glasses.

26 Training and Work-Related Licenses

- 26.1** All CMWs commit to attending all Company directed training.
- 26.2** 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 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.
- 26.3** CMWs who are required to maintain their trade related licences for the benefit of the Company whilst on assignment shall be reimbursed for the cost for the renewal of those licences on demonstration of receipts and documentation.
- 26.4** For the avoidance of doubt CMWs who are invited to attend training courses that are not relevant to their assignment tasks will not be paid to attend these courses.
- 26.5** The Company will pay the cost of Coal Board Medicals in accordance with its statutory obligations.

27 Inclement Weather

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

- 27.2** If a Casual CMW's duties are suspended without the CMW being given a notification at least 4 hours prior to the commencement of their rostered shift, the following entitlements shall apply:
- 27.2.1 The CMW shall be entitled to a payment for time worked with a minimum payment of 4 hours. If they are not provided with 4 hours' notice then they are paid for 4 hours.
 - 27.2.2 The CMW will be notified of the likely period of the stand down.
 - 27.2.3 Where the CMW has been given notice of the return to work date/day and that shift is affected by weather under this clause, and the CMW has not been provided the minimum notice (4 hours), then they shall receive an additional 4 hour payment in these circumstances.
- 27.3** If a CMW has been made aware (consistent with the Bureau of Meteorology assessments), that their principal place of residence is or is imminently to be significantly affected by Cyclone, Hurricane, Flooding or Major climatic conditions that threatens their property and family, then the following is occur:
- 27.3.1 CMW is to notify the Client Supervisor/ Superintendent in person and their WorkPac contact by phone of the circumstances and provide clear evidence of the threat;
 - 27.3.2 Once there is a clear acknowledgement by WorkPac that the purpose of the CMW leaving site is to protect their home and family, then the CMW will leave the site unimpeded;
 - 27.3.3 However, if the CMW has been allocated to essential/ standby services for the purposes of site emergency work, the CMW prior to departing site, CMW(s) will need to ensure that they have informed and consulted with relevant management as per subclause 27.3.1 above.
- 27.4** Consistent with sub clause 27.3, where the CMW has left site, WorkPac undertakes that their employment will not be adversely affected by WorkPac for CMWs genuine actions pertaining to these circumstances alone.

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

SIGNATORIES

Signed for and on behalf of the "Company"

Name (Print):

Company Position:

Signature:

Witness:

Date:

Signed for and on behalf of the CMWs

Name (print):

Position:

Signature:

Witness:

Date:

Signed for and on behalf of the CMWs

Name:

Position:

Signature:

Witness

Date:

Optional: Signed for and on behalf of [_____]

Name:

Position:

Signature:

Witness

Date:

Schedule 1: Classification Definitions

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

Classification	Definition
Mineworker (Level A)	<p>Mineworker (Level A) is a CMW engaged as a cleaner. A CMW at this level uses high pressurised cleaning equipment on a mine site (excluding domestic and commercial cleaning as defined by Cleaning Services Award 2020).</p> <p>For the avoidance of doubt, this is intended to apply, by way of non-exhaustive example, to CMWs undertaking cleaning of ablution blocks or amenities, walkways and demountable offices on a mine site, but who are not otherwise undertaking duties undertaken by a CMW.</p> <p>CMWs classified at this level will not perform any duties or training directly associated to or connected with the extraction, mining and/or processing of black coal. Further, CMWs classified at this level will not perform any duties or training towards those indicative competencies as described in Level 1 through to Level 5.</p>
Level 1 Mineworker (Entry level)	<p>Level 1 Mineworker (Entry Level) is the entry level for a non-trade CMW who is undertaking the statutory/generic and/or mine site induction and who remains at this level until assessed by the employer to have successfully completed the induction requirements when they then advance to a Level 2 Mineworker (Inexperienced).</p>

Level 2

Mineworker
(Inexperienced)

A Level 2 Mineworker (Inexperienced) is a CMW who performs the required tasks under direct supervision. This classification applies to CMWs until assessed as meeting the requirements to be classified as a Level 3 Mineworker and evidence of same provided to the employer of the CMW.

For Non-trade - Competent in less than 4 Advancement Competencies (i.e. Trades Assistants);

This level also includes Cleaners performing Supervisory functions of Mineworker (Level A) classification.

For the avoidance of doubt a haul truck operator who holds less than 12 months prior experience as a haul truck operator will be classified as a Level 2 Mineworker.

<p>Level 3 Mineworker (Experienced)</p>	<p>The minimum competencies for a Level 3 Mineworker are:</p> <p>Non-trade - Competent in 4 Advancement Competencies;</p> <p>Trade – Meets the requirements of Level 2 Mineworker plus 2 Advancement Competencies</p> <p>A Level 3 Mineworker is a CMW who is assessed by the Company as competent to perform the required tasks in a variety of operating circumstances and under limited supervision. A CMW continues in this classification until assessed for advancement to Level 4 Mineworker (Advanced).</p> <p>For the avoidance of doubt a haul truck operator who holds more than 12 months prior experience as a haul truck operator will be classified as a Level 3 Mineworker.</p> <p>For the avoidance of doubt, a CMW in the role of Blast Crew will be classified as a Level 3 Mineworker (Experienced).</p>
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Level 4

Mineworker
(Advanced)

Advancement to this classification for trades and non-trades CMWs is not governed by the acquisition of skills alone.**

A Mineworker (Advanced) is a CMW who is assessed by the Company against the Company's available criteria as competent to perform the required tasks in all relevant operating circumstances at a level above that of a Mineworker.

The minimum competencies for a Level 4 Mineworker (Advanced) are:

Non-trade - Competent in more than 4 Advancement Competencies; or

Trade - for a trade certificated CMW, this may be achieved by exercising skills which require six (6) post-trade modules of training linked to their trade or an equivalent level of skills in non-trade or cross-trade work.

A Mineworker (Advanced) may be required to supervise the work of other CMW's.

For the avoidance of doubt the following roles will be classified as a Level 4 Mineworker (Advanced):

- a) Digger;
- b) Multi-skilled Operator (utilising 3 or more skills in operating production equipment);
- c) Qualified Tradesperson;
- d) Trainer/Assessor (but only after attaining 3 years operating experience and with less than one year's experience as a Trainer/Assessor);
- e) Shot Firer.

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

ADVANCEMENT COMPETENCIES:

Open cut mines

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

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

Underground mines

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

OTHER COMPETENCIES:

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

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

2A: Permanent Employment - Base Rate (+ penalties) CMWs

Permanent CMWs (Base + Penalties)																
Classifications	Current Base Rate	On Approval					2027					2028				
		On Approval	150%	200%	PH Rate	4% July 2027	150%	200%	PH Rate	4% July 2028	150%	200%	PH Rate			
Mineworker A	\$26.26	\$27.86	\$41.78	\$55.71	\$83.57	\$28.97	\$43.46	\$57.94	\$86.91	\$30.13	\$45.19	\$60.26	\$90.39			
Mineworker 1	\$29.74	\$31.55	\$47.32	\$63.10	\$94.64	\$32.81	\$49.22	\$65.62	\$98.43	\$34.12	\$51.18	\$68.25	\$102.37			
Mineworker 2	\$30.30	\$32.14	\$48.21	\$64.28	\$96.43	\$33.43	\$50.14	\$66.86	\$100.28	\$34.77	\$52.15	\$69.53	\$104.30			
Mineworker 3	\$32.40	\$34.37	\$51.55	\$68.74	\$103.11	\$35.74	\$53.62	\$71.49	\$107.23	\$37.17	\$55.76	\$74.35	\$111.52			
Mineworker 4	\$33.97	\$36.04	\$54.05	\$72.07	\$108.11	\$37.48	\$56.22	\$74.95	\$112.43	\$38.98	\$58.46	\$77.95	\$116.93			
Mineworker 5	\$37.46	\$39.74	\$59.61	\$79.48	\$119.21	\$41.33	\$61.99	\$82.65	\$123.98	\$42.98	\$64.47	\$85.96	\$128.94			
Trainee Year 1	\$23.95	\$26.98	\$40.47	\$53.96	\$80.93	\$28.06	\$42.09	\$56.11	\$84.17	\$29.18	\$43.77	\$58.36	\$87.54			
Trainee Year 2	\$24.44	\$29.59	\$44.38	\$59.18	\$88.76	\$30.77	\$46.16	\$61.54	\$92.31	\$32.00	\$48.00	\$64.00	\$96.01			

2B: Casual Employment – Base Rate (+ penalties) CMWs

Casual CMWs (Base + Penalties)																
Classifications	Current Casual Rate	On Approval					2027					2028				
		On Approval	Casual Loading	150%	200%	PH Rate	4% July 2027	Casual Loading	150%	200%	PH Rate	4% July 2028	Casual Loading	150%	200%	PH Rate
Mineworker A	\$32.83	\$34.82	\$6.96	\$52.23	\$69.64	\$104.46	\$36.21	\$7.24	\$54.32	\$72.43	\$108.64	\$37.66	\$7.53	\$56.49	\$75.32	\$112.99
Mineworker 1	\$37.18	\$39.44	\$7.89	\$59.15	\$78.87	\$118.31	\$41.01	\$8.20	\$61.52	\$82.03	\$123.04	\$42.65	\$8.53	\$63.98	\$85.31	\$127.96
Mineworker 2	\$37.88	\$40.18	\$8.04	\$60.27	\$80.36	\$120.53	\$41.78	\$8.36	\$62.68	\$83.57	\$125.35	\$43.46	\$8.69	\$65.18	\$86.91	\$130.37
Mineworker 3	\$40.50	\$42.96	\$8.59	\$64.44	\$85.92	\$128.89	\$44.68	\$8.94	\$67.02	\$89.36	\$134.04	\$46.47	\$9.29	\$69.70	\$92.94	\$139.40
Mineworker 4	\$42.46	\$45.04	\$9.01	\$67.57	\$90.09	\$135.13	\$46.85	\$9.37	\$70.27	\$93.69	\$140.54	\$48.72	\$9.74	\$73.08	\$97.44	\$146.16
Mineworker 5	\$46.83	\$49.67	\$9.93	\$74.51	\$99.34	\$149.02	\$51.66	\$10.33	\$77.49	\$103.32	\$154.98	\$53.73	\$10.75	\$80.59	\$107.45	\$161.18

- Please note – The Casual Loading listed in the above table is for illustrative purposes only to separately identify the value of casual loading incorporated into the Casual base rate of pay, it is not payable in addition to the rates prescribed in Schedule 2B.

Schedule 3: Flat Rates on Approval

On Approval - Flat Rates Permanent Employment CMW:

Permanent		35-45 Hour Week		Non-rostered Overtime
		Mon-Fri	Mon-Sun	
Mineworker A	DAY SHIFT	\$33.09	\$41.43	\$55.71
	ROTATING DAY/NIGHT SHIFT	\$34.79	\$44.00	\$55.71
Mineworker 1	DAY SHIFT	\$37.47	\$46.92	\$63.10
	ROTATING DAY/NIGHT SHIFT	\$39.40	\$49.83	\$63.10
Mineworker 2	DAY SHIFT	\$38.18	\$47.80	\$64.28
	ROTATING DAY/NIGHT SHIFT	\$40.15	\$50.77	\$64.28
Mineworker 3	DAY SHIFT	\$40.82	\$51.11	\$68.74
	ROTATING DAY/NIGHT SHIFT	\$42.93	\$54.29	\$68.74
Mineworker 4	DAY SHIFT	\$42.80	\$53.59	\$72.07
	ROTATING DAY/NIGHT SHIFT	\$45.01	\$56.92	\$72.07
Mineworker 5	DAY SHIFT	\$47.20	\$59.09	\$79.48
	ROTATING DAY/NIGHT SHIFT	\$49.63	\$62.77	\$79.48

On Approval – Flat Rates Permanent Trainee CMW:

Trainee		35-45 Hour Week		Overtime Rate
		Mon-Fri	Mon-Sun	
Trainee Year 1	DAY SHIFT	\$32.04	\$40.12	\$53.96
	ROTATING DAY/NIGHT SHIFT	\$33.69	\$42.61	\$53.96
Trainee Year 2	DAY SHIFT	\$35.14	\$44.00	\$59.18
	ROTATING DAY/NIGHT SHIFT	\$37.70	\$46.74	\$59.18

On Approval - Flat Rates Casual CMW:

Casual		35-45 Hour Week		Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	DAY SHIFT	\$41.36	\$51.78	\$69.64
	ROTATING DAY/NIGHT SHIFT	\$43.49	\$55.00	\$69.64
Mineworker 1	DAY SHIFT	\$46.84	\$58.64	\$78.87
	ROTATING DAY/NIGHT SHIFT	\$49.25	\$62.29	\$78.87
Mineworker 2	DAY SHIFT	\$47.72	\$59.75	\$80.36
	ROTATING DAY/NIGHT SHIFT	\$50.18	\$63.46	\$80.36
Mineworker 3	DAY SHIFT	\$51.03	\$63.89	\$85.92
	ROTATING DAY/NIGHT SHIFT	\$53.66	\$67.86	\$85.92
Mineworker 4	DAY SHIFT	\$53.50	\$66.99	\$90.09
	ROTATING DAY/NIGHT SHIFT	\$56.26	\$71.15	\$90.09
Mineworker 5	DAY SHIFT	\$59.00	\$73.87	\$99.34
	ROTATING DAY/NIGHT SHIFT	\$62.04	\$78.46	\$99.34

Schedule 4: 1 July 2027

1 July 2027 – Flat Rates Permanent CMW:

Permanent		35-45 Hour Week		Non-rostered Overtime
		Mon-Fri	Mon-Sun	
Mineworker A	DAY SHIFT	\$34.41	\$43.08	\$57.94
	ROTATING DAY/NIGHT SHIFT	\$36.18	\$45.76	\$57.94
Mineworker 1	DAY SHIFT	\$38.97	\$48.79	\$65.62
	ROTATING DAY/NIGHT SHIFT	\$40.98	\$51.83	\$65.62
Mineworker 2	DAY SHIFT	\$39.70	\$49.71	\$66.86
	ROTATING DAY/NIGHT SHIFT	\$41.75	\$52.80	\$66.86
Mineworker 3	DAY SHIFT	\$42.46	\$53.16	\$71.49
	ROTATING DAY/NIGHT SHIFT	\$44.64	\$56.46	\$71.49
Mineworker 4	DAY SHIFT	\$44.51	\$55.73	\$74.95
	ROTATING DAY/NIGHT SHIFT	\$46.81	\$59.20	\$74.95
Mineworker 5	DAY SHIFT	\$49.09	\$61.46	\$82.65
	ROTATING DAY/NIGHT SHIFT	\$51.62	\$65.28	\$82.65

1 July 2027 – Flat Rates Permanent Trainee CMW:

Trainee		35-45 Hour Week		Overtime Rate
		Mon-Fri	Mon-Sun	
Trainee Year 1	DAY SHIFT	\$33.33	\$41.72	\$56.11
	ROTATING DAY/NIGHT SHIFT	\$35.04	\$44.32	\$56.11
Trainee Year 2	DAY SHIFT	\$36.55	\$45.76	\$61.54
	ROTATING DAY/NIGHT SHIFT	\$39.21	\$48.60	\$61.54

1 July 2027 - Flat Rates Casual CMW:

Casual		35-45 Hour Week		Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	DAY SHIFT	\$43.01	\$53.85	\$72.43
	ROTATING DAY/NIGHT SHIFT	\$45.23	\$57.20	\$72.43
Mineworker 1	DAY SHIFT	\$48.71	\$60.99	\$82.03
	ROTATING DAY/NIGHT SHIFT	\$51.22	\$64.78	\$82.03
Mineworker 2	DAY SHIFT	\$49.63	\$62.14	\$83.57
	ROTATING DAY/NIGHT SHIFT	\$52.19	\$66.00	\$83.57
Mineworker 3	DAY SHIFT	\$53.07	\$66.45	\$89.36
	ROTATING DAY/NIGHT SHIFT	\$55.81	\$70.58	\$89.36
Mineworker 4	DAY SHIFT	\$55.64	\$69.67	\$93.69
	ROTATING DAY/NIGHT SHIFT	\$58.51	\$74.00	\$93.69
Mineworker 5	DAY SHIFT	\$61.36	\$76.82	\$103.32
	ROTATING DAY/NIGHT SHIFT	\$64.52	\$81.60	\$103.32

Schedule 5: Flat Rates 1 July 2028

1 July 2028 – Flat Rates Permanent CMW:

Permanent		35-45 Hour Week		Non-rostered Overtime
		Mon-Fri	Mon-Sun	
Mineworker A	DAY SHIFT	\$35.79	\$44.81	\$60.26
	ROTATING DAY/NIGHT SHIFT	\$37.63	\$47.59	\$60.26
Mineworker 1	DAY SHIFT	\$40.53	\$50.74	\$68.25
	ROTATING DAY/NIGHT SHIFT	\$42.62	\$53.90	\$68.25
Mineworker 2	DAY SHIFT	\$41.29	\$51.70	\$69.53
	ROTATING DAY/NIGHT SHIFT	\$43.42	\$54.91	\$69.53
Mineworker 3	DAY SHIFT	\$44.16	\$55.28	\$74.35
	ROTATING DAY/NIGHT SHIFT	\$46.43	\$58.72	\$74.35
Mineworker 4	DAY SHIFT	\$46.29	\$57.96	\$77.95
	ROTATING DAY/NIGHT SHIFT	\$48.68	\$61.56	\$77.95
Mineworker 5	DAY SHIFT	\$51.05	\$63.92	\$85.96
	ROTATING DAY/NIGHT SHIFT	\$53.68	\$67.89	\$85.96

1 July 2028 – Trainee CMW Flat Rate:

Trainee		35-45 Hour Week		Overtime Rate
		Mon-Fri	Mon-Sun	
Trainee Year 1	DAY SHIFT	\$34.66	\$43.39	\$58.36
	ROTATING DAY/NIGHT SHIFT	\$36.44	\$46.09	\$58.36
Trainee Year 2	DAY SHIFT	\$38.01	\$47.59	\$64.00
	ROTATING DAY/NIGHT SHIFT	\$40.78	\$50.55	\$64.00

1 July 2028 – Flat Rates Casual CMW:

Casual		35-45 Hour Week		Overtime Rate
		Mon-Fri	Mon-Sun	
Mineworker A	DAY SHIFT	\$44.73	\$56.01	\$75.32
	ROTATING DAY/NIGHT SHIFT	\$47.04	\$59.49	\$75.32
Mineworker 1	DAY SHIFT	\$50.66	\$63.43	\$85.31
	ROTATING DAY/NIGHT SHIFT	\$53.27	\$67.37	\$85.31
Mineworker 2	DAY SHIFT	\$51.62	\$64.62	\$86.91
	ROTATING DAY/NIGHT SHIFT	\$54.28	\$68.64	\$86.91
Mineworker 3	DAY SHIFT	\$55.19	\$69.10	\$92.94
	ROTATING DAY/NIGHT SHIFT	\$58.04	\$73.40	\$92.94
Mineworker 4	DAY SHIFT	\$57.87	\$72.45	\$97.44
	ROTATING DAY/NIGHT SHIFT	\$60.85	\$76.96	\$97.44
Mineworker 5	DAY SHIFT	\$63.81	\$79.90	\$107.45
	ROTATING DAY/NIGHT SHIFT	\$67.10	\$84.86	\$107.45

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