

OAKY CREEK
COAL

GLENCORE

OAKY CREEK COAL
HANDLING PREPARATION
PLANT
ENTERPRISE AGREEMENT
2023

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1 TITLE

This Agreement shall be known as the Oaky Creek Coal Handling Preparation Plant Enterprise Agreement 2023 (“**Agreement**”).

2 COVERAGE

This Agreement is an Enterprise Agreement made in accordance with part 2 - 4 of the Fair Work Act 2009 (“**Act**”).

This Agreement covers Oaky Creek Coal Pty. Ltd. (“**Company**”) and employees of the Company engaged in the classes of work at the Oaky Creek Coal Handling Preparation Plant (CHPP) which are included in Schedule A of the Black Coal Mining Industry Award 2020 (“**employees**”).

Upon application to the Fair Work Commission, this Agreement will cover the Construction, Forestry, Maritime, Mining and Energy Union (Mining and Energy Division) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

3 DURATION

This Agreement commences operation 7 days after the date of approval by Fair Work Commission (“**FWC**”). The nominal expiry date of this Agreement will be three years from the date of approval.

4 OTHER AWARDS AND AGREEMENTS

This Agreement overrides and replaces in its entirety the Black Coal Mining Industry Award 2020 and any successor award or other awards, orders and decisions that may have otherwise applied.

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

5 PURPOSE AND INTENTION

This Agreement provides the basis for the work organisation, systems and conditions of employment for the continued successful operation of the Oaky Creek Coal Handling Preparation Plant.

The parties agree and are committed to:

- (a) Creating and maintaining a safe working environment in accordance with the Coal Mining Safety and Health Act 1999 and Coal Mining Safety and Health Regulation 2017.
- (b) Developing and maintaining open and honest relationships through a process of direct, regular communication between management and employees, in crews or individually.
- (c) Supporting and maintaining standards of conduct and attendance necessary to ensure a safe, responsible and efficient operation.
- (d) Developing a highly skilled and competent workforce which will allow employees to accept a high level of responsibility and accountability for the achievement of results.
- (e) Achieving a workplace free of discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, membership or non-membership of any union or industrial association.

- (f) The full utilisation of experience, knowledge and skills by all employees to their maximum potential, with the ability of any employee to undertake any task required, provided they have been trained and deemed competent or authorised to perform the task in a safe and lawful manner.
- (g) Training being consistent with the ongoing skills and competency needs of the operation.
- (h) Continuous improvement in productivity to achieve performance levels consistent with international best practice through the adoption of innovative work systems and the optimum flexibility of labour within the working environment.
- (i) A workplace free of any forms of demarcation, minimum manning or custom and practices which may have the effect directly or indirectly of hindering productivity or the safe achievement of operational targets.
- (j) Maximising the flexibility of the workforce and enabling employees to work to the limit of their skills and capabilities.
- (k) The allocation of labour to tasks on each shift being at the discretion of the Shift Supervisors on the basis of achieving plans in the most effective manner, work priorities, and safe and efficient work practices.
- (l) Strict observance of Disputes Procedure, continuity of operations and avoidance of industrial action.

6 CONTRACT OF EMPLOYMENT

Employees may be engaged on a full time, fixed term, part time, or casual basis.

- A 'Fixed Term Employee' is a person who is employed for a fixed period of time or for a specified task for up to a two year period as described in a letter of offer of employment. The entitlements will be based on those applicable for a full time employee and pro-rated for the period of the fixed term.
- A 'Part Time Employee' will work hours on average less than 35 hours per week and will receive on a pro rata basis, the entitlements of full time employees.
- A 'Casual Employee' is an employee who accepts an offer of employment made by the Company on the basis that the Company makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the employee. A casual employee is employed by the hour and will be paid the appropriate hourly rate plus a casual loading of 25% (on ordinary hours only) in lieu of any entitlement to paid personal leave (including paid carer's leave), annual leave, paid compassionate leave, jury service leave, severance and retrenchment pay or public holidays.
- Subject to the NES, where a casual Employee has been employed as a casual beyond twelve (12) calendar months, and the Employee has worked a regular pattern of hours and shifts on an ongoing basis without significant adjustment, the Company will offer to the Employee the opportunity to convert from a casual employee to a part-time or full-time employee (based on the Employee's regular hours) unless it has reasonable business grounds not to make an offer of conversion.

6.1 Probation Period

Full time employees will be engaged for an initial probationary period of 6 months, or such shorter time as may be agreed in writing between the Company and the employee.

Without restricting the Company's rights above, after approximately two (2) or four (4) months of an employee's probationary period, the employee may be provided with feedback, and therefore the

opportunity to address any issues or deficiencies in their performance in the remaining period of their probation. Feedback may be initiated by either the Company or the employee. Where the employee requests the feedback it will be provided to the employee in writing.

If an employee is subject to a probationary period, the employee or the Company can terminate the employment during the probationary period by giving one week's notice or by the making of a payment at projected roster in lieu of one week's notice.

6.2 Duties

Employees shall perform such work as the Company shall from time to time reasonably require.

Employees may also be required to acquire new skills and undertake training as required to meet the needs of the business and may be required to train others as directed.

Where training is necessary to meet business needs in a particular area, and the training meets the minimum competencies required for national accreditation in that area, the Company will organise the appropriate national accreditation from an RTO for an employee who has attained the required competencies.

The Company will reimburse the costs of the renewal of the Electrical Work Licence for employees appointed as electricians at the site.

From the commencement of this Agreement, the Company will also reimburse the costs of the High Risk Work Licence for employees who have obtained or renewed the required competencies as directed by the Company.

In carrying out their duties, an employee shall use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

6.3 Stand Aside

The Company may stand aside an employee with pay where it considers a workplace investigation is required into a work related incident.

If the employee is on site at the time the Company determines a workplace investigation is required, where practicable the employee will be provided with a written notice from the Company advising the employee of the stand aside direction and the reason for the direction. Such direction is not required to include a reason where the Company considers this information may compromise the investigation.

Whilst an employee is stood aside under this clause the employee must be available for any meeting concerning the workplace investigation as reasonably required having regard to the employee's pattern of work and living arrangements. Where such meeting is outside of the employee's rostered hours the employee will be paid at the appropriate overtime rates.

6.4 Stand Down

The Company shall have the right to refuse payment to any employee for any day or part day during which an employee is absent from work unless paid absence is agreed by the Company or permitted by this Agreement.

The Company shall also have the right to refuse payment to any employee for refusal or neglect of duty, or failure to perform work within the limits of their skills, competence and training.

The Company may also stand down an employee without pay as a result of misconduct.

The Company shall have the right to refuse payment to employees for any day where, due to operational reasons, the Company is unable to provide productive work for employees. Such stand down will only occur after alternative work options have been explored and where practicable, consultation has occurred with affected employees and their representatives, and the Company has been unable to provide productive work for employees for a period of four (4) consecutive days. Employees will also be able to utilise accrued leave in these circumstances.

6.5 Termination of Employment

Employees may resign by giving the Company 14 days' notice in writing. This period may be modified by mutual agreement between the Company and the employee.

The Company may terminate an employee's employment upon giving the following notice, or the Company may pay an employee, in lieu of giving the required notice.

Employee's Continuous Service	Required Minimum Period of Notice
Less than 1 year	1 Week
More than 1 and less than 3 years	2 Weeks
More than 3 and less than 5 years	3 Weeks
More than 5 years	4 Weeks

Where an employee is over 45 years of age and has a minimum of two (2) years continuous service with the Company, he/she will be given an additional one (1) weeks' notice of termination or payment in lieu.

If the Company has engaged a temporary employee for a fixed period or a specific task, the employee's contract of employment will terminate at the completion of the period or task without the need for notice of termination to be given to the Employee.

If the Company elects to make a payment in lieu of notice, the amount payable will be paid at projected roster.

A casual employee may be terminated without notice.

Fixed term and casual employees will not be entitled to redundancy pay.

Subject to any relevant legislative requirements or limitations, in the case of termination other than for wilful misconduct, the employee may at their discretion, elect to have their leave entitlements and any redundancy monies where applicable, foregone but in their place have a payment of an equivalent amount paid to their superannuation fund as a contribution to superannuation.

6.6 Serious Misconduct

The requirement to give notice or pay in lieu, does not apply when the Company terminates an employee's contract of employment for serious misconduct. In this case, the termination will take effect immediately and wages shall be paid to the time of dismissal only.

For the purposes of this clause, serious misconduct is conduct that would make it unreasonable to require the Company to continue the employee's employment during the notice period.

6.7 Individual Flexibility Agreement

The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary any or all of the terms of this Agreement if the arrangement is genuinely agreed to by the Company and employee.

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

- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- b) *are not unlawful terms under section 194 of the Fair Work Act 2009*; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

The Company must ensure that the individual flexibility arrangement:

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

The individual flexibility arrangement does not require that it be approved, or consented to, by another person, except as required by c) above.

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

The Company or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the Company and employee agree in writing — at any time.

7 HOURS OF WORK

7.1 Ordinary Hours

The ordinary hours of work shall be an average of thirty-five (35) hours per week averaged over the roster cycle.

All employees are engaged on the basis that they may be required to work a continuous shift roster of twelve (12) hours, which may be varied as/when necessary in accordance with the provisions of Clause 7.3.

The ordinary working hours of any shift shall be worked between such hours as may be agreed between the Company and the majority of affected employees.

Where the employees and the Company fail to agree, then the starting and finishing times shall continue until the matter is resolved through the disputes procedure.

7.2 Shift Length

A variety of shift work arrangements may, upon the provision of one (1) weeks' notice by the Company, be implemented to meet the needs of the operation including, but not limited to:

- Shifts of up to twelve (12) hours duration (excluding hot seat change/pre shift briefings);
- Shifts extending over seven days per week;
- Rotating shifts.

The Company shall have the ability to require hot seat changeovers and pre shift briefings with these shift arrangements.

Pre shift briefings may commence 15 minutes prior to the rostered shift starting time. This time will form part of the employee's roster and payment will be calculated as rostered overtime. The hot seat change is intended to occur within the 15 minute pre-start however from time to time may extend past the rostered shift start time

7.3 Rosters

In developing work rosters, and in particular rosters which contain shift work, appropriate standards to ensure the safety and health of employees are to be properly considered and applied.

Where the Company proposes to introduce a new roster, the Company will consult with employees consistent with Clause 29 (Consultation). Where the new roster consists of shifts of more than ten (10) hours but not exceeding twelve (12) hours plus hot seat change, the Company shall seek agreement with affected employees. Where agreement is not obtained as to roster design for shifts of more than ten (10) hours, the Company may nominate and implement a roster design on the basis of a trial period not exceeding three (3) months. Where at the end of the trial period, continuation of the relevant roster is not settled, the relevant roster will continue and the matter may be referred to the FWC in accordance with Clause 33.

A training day of up to eight (8) hours may be included as a rostered overtime shift and form a part of the employee's roster. There will be up to 6 training days per annum. Employees are required to attend a minimum of 5 of the training days per year. Training will include HSEC meeting, first aid, firefighting and emergency response training. Employees must attend this rostered training day as is required for any other rostered day, i.e. unless on approved leave. In such cases, the leave provisions of this Agreement will apply such as notice, approval and projected roster payments where applicable.

If an employee is required by the Company to change to a new or existing roster (e.g. Monday to Friday dayshift), the Company shall provide seven (7) calendar days' notice of the change or payment at overtime rates for the balance of the 7 days, unless the employee is being transferred at short notice for medical (e.g. rehabilitation) or other reasonable grounds e.g. increased supervision is reasonably required.

7.4 Designated Starting and Finishing Places

Pre-start meetings and hot seat changeovers will occur at the Prep Plant Muster Area or the OCS Muster Area. All employees will be at their designated starting place at the commencement time for their pre shift briefing. The designated finishing place at the end of shift, will normally be the Prep Plant Muster Area, but may be the OCS Muster Area.

7.5 Rostered Days Off

The Company, with the agreement of the majority of employees concerned, may substitute the rostered day off an employee is to take off for another day in the case of a breakdown of machinery or a failure or shortage of electric power or to meet the requirements of the mine or some other emergency situation. An individual employee, with the agreement of the Company, may substitute the day the employee is to take off for another day.

8 WAGE RATES

The weekly (35 hour) classification rates of pay which appear below are for "all purposes" of the Agreement and include over award payments in consideration of and in recognition of continuous improvements in productivity levels obtained through the adoption of innovative work systems and optimum flexibility of labour within the working environment created by this Agreement.

Such classification rates shall, unless otherwise prescribed in this Agreement, compensate employees for all disabilities, special rates and allowances associated with work at the site. The weekly classification rates below will take effect from the first full pay period following commencement of this Agreement. The annual increases in the table below will apply following the first and second anniversaries of the approval of this Agreement.

	Commencement (4%)	1st Anniversary (4%)	2nd Anniversary (3.5%)
CHPP Crew – Member - Training	\$1,480.72	\$1,539.95	\$1,593.85
CHPP Crew - Member Skilled / Advanced	\$1,606.77	\$1,671.04	\$1,729.53

‘Hourly classification rate’ is the rate calculated by dividing the weekly rates above by 35.

‘Aggregate wage’ is the total wage inclusive of rostered overtime, Saturday, Sunday and Nightshift penalties averaged over one complete roster cycle. It does not include Public Holiday or Bonus payments.

‘Projected roster’ is the aggregate wage plus any public holidays falling during the period.

Progression

New employees with at least 12 months plant experience and skills relevant to Oaky Creek Coal Handling Preparation Plant will be engaged at the CHPP Crew Member - Skilled/Advanced level. All other employees will be engaged at the CHPP Crew Member - Training level, and progression to the CHPP Crew Member - Skilled/Advanced will be available on attaining 12 months of relevant experience or earlier as determined by the Operation Manager. Progression will not occur where an employee has refused or has not been capable of successfully attaining the required skills during this period.

9 TRADE ALLOWANCE

Employees who are qualified as an electrical or mechanical tradesperson and are appointed as maintainers or operator/maintainers shall receive a trade allowance of \$50 per week which annualised equals \$2,600 per annum.

This allowance is in recognition of the qualifications and accountabilities associated with the trade role e.g. additional time to complete shift reports and to participate in pre and post shift maintenance briefings as reasonably required.

10 BONUS

Employees are eligible to receive bonus payments in accordance with Appendix 1.

11 SUPERANNUATION

The Company will make superannuation contributions (currently 11%) in accordance with relevant legislation to a complying superannuation fund chosen by the employee or, where no fund is chosen, Mine Super or its successor.

For new employees, the Company will confirm with the ATO the details of any new employee's existing "stapled" superannuation fund (if any) (**Stapled Fund**). Superannuation contributions will then be made to the Stapled Fund, unless the employee chooses another fund or the ATO confirms the employee does not have a Stapled Fund, in which case the Company will make contributions to the Mine Super Fund or its successor.

Superannuation will be paid on rostered earnings, the Trade Allowance and Bonus. Superannuation will not apply to non-rostered overtime, payment of accrued leave entitlements on termination, or any discretionary payments that may be paid by the Company.

Additional employee contributions and salary sacrifice arrangements will be available to Employees subject to the agreement of the Company and the rules of the relevant fund and any legislative requirements.

12 ACCOMMODATION ASSISTANCE

Employees renting accommodation from the Company will receive accommodation assistance in accordance with the following:

Weekly accommodation rates, which will take effect from the commencement of this Agreement, will be:

House (family)	\$15.50 per week
House (shared housing)	\$15.50 per week (including a meal card)
SPA (permanently allocated)	\$ 24.00 per week

13 SALARY SACRIFICE

An employee may elect to enter into salary sacrificing arrangements that are available under applicable legislation and by agreement with the Company.

14 CLOTHING AND SAFETY FOOTWEAR

Each employee will be provided with work clothing which will be maintained and laundered enabling fresh clothes on a daily basis. Employees will not be charged for the provision of this service. This service may be reviewed and amended subject to changes across the Oakly Creek Complex.

Each employee will also be provided with work boots and a jacket on commencement of employment. Safety clothing, jacket and footwear will be replaced on a fair wear and tear basis upon Superintendent Authorisation.

15 PAYMENT OF WAGES

Wages shall be paid weekly, direct by electronic funds transfer to each employee's nominated bank and/or other recognised financial institution accounts. Payment frequency is subject to review and the Company may pay wages fortnightly. Any change to payment frequency will not occur without a minimum of twelve months' notice. An employee shall not have any more than three (3) nominated bank accounts for the purpose of wages.

On or prior to each pay day, the Company will issue to each employee a statement which details the amount of wages paid, deductions and the net amount deposited directly into the employee's nominated account.

If an employee or the Company becomes aware of errors in payments, such errors will be notified to the other party as soon as is practicable. Any overpayments made by the Company shall be recouped from the employee's wages or any accrued entitlements owing to the employee, at a rate of recovery which shall not, without the agreement of the employee, exceed \$100 per week.

Upon termination of employment by either party, all entitlements shall be deposited into the employee's nominated account(s) in the following pay run, except for one week at the employee's classification rate and any other monies owing the Company through overpayment issues. This amount will be held pending a house/SPA clearance and may be deducted from the employee's termination payment to rectify damage over and above fair wear and tear. Unless otherwise authorised, employees must return all Company tools, keys and other property prior to being forwarded their final payment.

16 OVERTIME

16.1 Rates

Monday to Friday Employees

All time worked by Monday to Friday employees in excess of or outside the ordinary working hours prescribed by this Agreement shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter.

7 Day and 6 Day Roster Employees

All time worked by 7 day or 6 day roster employees in excess of or outside the ordinary hours of work prescribed by this Agreement shall be paid for at the rate of double time. The number of different week days that shifts commence on, will determine whether the roster is a 6 day or 7 day roster.

16.2 Reasonable Overtime

The Company may require an employee to work reasonable overtime.

16.3 Rest Period After Overtime

Employees shall, whenever reasonably practicable and without loss of pay for ordinary working hours, have at least ten (10) consecutive hours off duty between the work of successive days. An employee who does not have such a break shall be paid at double time during ordinary hours and thereafter until released from duty.

16.4 Recall

An employee recalled to work overtime after leaving the mine shall be paid for a minimum of four (4) hours at the appropriate overtime rate for each time of recall. The employee is not required to remain for the full four (4) hours if the work is completed, unless unforeseen circumstances arise that requires essential work to be completed immediately. Depending on the duration and timing of the recall, the employee may be required to have a 10 hour break prior to the commencement of the next rostered shift without loss of pay.

16.5 Transportation Home After Overtime

Employees who work shift-work or overtime and who finish work when the employee's normal means of transport is unavailable shall be provided with transport to return to their place of residence within Tieri/surrounding district.

17 CRIB TIME

A period of thirty minutes shall be allowed each shift for the taking of crib. Such period shall be counted as time worked.

The taking of meal breaks will be organised by the team members on the job where practicable within the first 5 hours of the shift, consistent with the object of maintaining continuity.

For shifts that are 10 hours or greater, two periods each of thirty (30) minutes duration, shall be allowed each the taking of cribs. Such periods shall be counted as time worked.

Meal breaks are intended to occur between 3 and 5 hours after the commencement of the shift or the last meal break, but may be taken at other appropriate times during the shift having regard to work requirements and the employee's health and safety considerations. This may require the staggering of breaks with other employees and later than normal crib breaks where unplanned events occur.

Regardless of the operational requirements, an employee shall not be compelled to continue work, where the employee requires a meal or rest break due to fatigue.

The bonus is in recognition of these crib break flexibilities, however where an employee's second break is so delayed that it is not taken by the end of their normal shift, they will receive an additional 1 hour's payment at overtime rates.

18 AFTERNOON AND NIGHT SHIFTS

18.1 Definitions

'Afternoon shift' means any shift where one half of the rostered shift length or greater is worked between 3.00pm and 11.00pm inclusive, unless otherwise defined as a nightshift below.

'Night shift' means any shift where at least one half of the rostered shift length or greater is worked between the hours of 8.00pm and 8.00am.

18.2 Rates

Unless otherwise specified, all ordinary time worked on afternoon or night shift shall be paid at 115% of the employee's classification rate.

18.3 Permanent Night Shift

An employee who works night shift only or remains on night shift for a longer period than four (4) consecutive weeks, or works on a roster which does not give at least one-third of the employee's working time off night shift in each roster cycle, shall, during such period be paid at 125% of their classification rate for all time worked during ordinary working hours on such night shift. Notwithstanding Clause 18.4, permanent 12 hour nightshifts shall attract penalties in accordance with this clause.

18.4 12 Hour Shifts

Notwithstanding the above, all time worked on a twelve (12) hour night shift shall be paid at 120% of the employee's classification rate. No shift allowance will be paid in relation to any time worked on a rostered twelve (12) hour day shift.

18.5 7 Day and 6 Day Roster Employees

The above percentages shall be payable on the full rostered shift for 7 day and 6 day roster workers and shall be calculated on the employee's classification rate. The number of different week days that shifts commence on will determine whether the roster is a 6 day or 7 day roster.

18.6 Change of Shift – Permanent Day Shift Employees

If an employee who ordinarily works day shift only is required by the Company to temporarily change to afternoon or nightshift on at least three (3) consecutive working days, the employee shall be paid at the applicable overtime rates for the first shift so worked and in accordance with the forgoing provisions of this clause for such other shifts.

Where such employee is required to work shift work for a period of less than three (3) consecutive working days, overtime rates will be paid for such afternoon or nightshift work.

19 SATURDAY, SUNDAY AND HOLIDAY WORK

19.1 Saturday Work

Ordinary hours of work on a Saturday shall be paid at the rate of time and one half for the first four (4) hours and double time thereafter.

19.2 Sunday Work

The rate for all Sunday work shall be double time.

19.3 Recognised Holidays

The recognised holidays shall be - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, May Day or Labour Day, King's Birthday, Capella Show Day, Christmas Day and Boxing Day, or any day observed by the public in Queensland in lieu thereof, together with all other days gazetted from time to time as public holidays which are observed generally by the public in Queensland. Show Day may be taken in Queensland on any day specified from time to time by the Minister. An employee shall not be entitled to receive more than one (1) day per year as Show Day.

Work may be required to be undertaken on any of these public holidays except that in the case of Christmas Day 25th December and Boxing Day 26th December, labour will only be provided on a

voluntary basis for emergency work and statutory inspections. For the purposes of this Agreement, Christmas Day and Boxing Day on the current roster is the 48 hour period commencing at the end of day shift on Christmas Eve and ending at the commencement of night shift on Boxing Day. Employees who were rostered to work on those days and do not, shall not have their rostered earnings reduced including where these days occur on a weekend.

Employees who have undertaken active service in the Australian Defence Forces shall be permitted to attend the Tieri Anzac Day Dawn Service without loss of pay or use of leave accruals.

Where such employee wishes to remain away from work for the remainder of their shift, they shall be granted annual leave and only the remainder of the ordinary hours of the shift shall be deducted from their accruals.

19.4 Transfer of Recognised Holidays

Agreement may be reached between management and an individual employee to observe any holiday on a day other than the day prescribed in Clause 19.3. In such case the day agreed shall become the holiday for the purposes of this Agreement and the actual holiday shall be an ordinary working day.

19.5 Payment

An employee not required to work on a recognised holiday who, without good and sufficient reason fails to work (e.g. AWOL) on the employee's last working day immediately before a recognised holiday or the employee's first working day after such holiday shall not be entitled to payment for such holiday.

An employee not required to work on a recognised holiday and who qualifies shall be paid at the employee's classification rate in respect of the daily ordinary time hours of the employee. For example, 8½ hour shift workers who are normally paid 7 hours ordinary plus one and a half hours (1½) overtime while at work will be paid 7 hours pay.

In addition to the payment prescribed in the paragraph above, the rate for work performed during ordinary hours on a recognised holiday shall be double time. The rate for work performed in excess of ordinary hours on a recognised holiday shall be treble time.

19.6 Rostered Days Off Falling on a Holiday

An employee who is entitled to a rostered day off which falls on a holiday shall be paid for that day at the employee's classification rate in respect of the daily ordinary time hours of the employee, or if otherwise agreed, shall be credited one (1) day, being an ordinary working day paid at their classification rate, for each such recognised holiday.

19.7 Notice of Holidays to be Worked

Unless notified otherwise and subject to the NES, employees working 7 Day or 6 Day or Weekend rosters may be required to work each of the public holidays in accordance with their roster.

If the Company decides not to work on a public holiday, the Company shall give the employees as much notice as possible of such decision.

Where the notice is less than four (4) weeks inclusive of the holiday, an employee who was rostered to work on the holiday shall be paid for ordinary hours as if the holiday had been worked.

Where the reason the Company decides not to work on a public holiday is due to a strike or ban, employees will receive payment at the employee's classification rate in respect of the ordinary hours of the shift not worked.

Where the Company decides that employees working shifts on weekdays are required to work on a public holiday, the Company shall call for volunteers.

Where there are insufficient volunteers to meet the Company's requirements then employees may be requested to work on the public holiday. Employees who are requested to work on a public holiday must not unreasonably refuse such request.

20 ANNUAL LEAVE

20.1 Rate of Accrual

Employees will accrue annual leave at the rate of five (5) weeks (175 ordinary hours) leave per annum. For 7-day roster employees, and those working rosters that require the working of holidays and at least 34 Sundays per year, employees will accrue an additional week's leave - a total rate of six (6) weeks (210 ordinary hours) leave per annum.

20.2 Taking of Leave

Unless otherwise agreed, employees are required to give four (4) weeks' notice in writing of their intention to take leave. Employees require the approval of the Company before commencing on leave.

At the commencement of this Agreement, the current practice is to approve annual leave for up to 2 EA Employees at any one time. This may be varied from time to time at the Company's discretion subject to operational requirements. Where this practice is varied, the Company will formally advise affected employees.

The Company will not unreasonably withhold approval of an employee's annual leave and will, unless exceptional circumstances arise, respond to the leave application within fourteen (14) days of receiving the application in writing. Employees are encouraged to consider that one of their annual leave periods each year will be of three weeks (105 ordinary hours) duration or greater.

20.3 Shutdown / Direction to Take Leave

The Company may direct an employee to take annual leave in the following circumstances:

- a) Where the operation or part of the operation is, or is to be shut down for a period, the Company may direct employees to take annual leave provided that four (4) weeks' notice in writing is provided. Where an employee does not have sufficient accrued annual leave to cover the shut down period, the employee may take leave without pay after using their accrued leave or the Company may grant leave in advance; or
- b) Unless otherwise agreed, where an employee's annual leave balance is in excess of two (2) year's entitlement, an employee may be directed to take up to 25% of their outstanding leave balance on each such occasion, provided that there is consultation with the employee concerned and a minimum of twelve (12) weeks written notice is provided to the employee from the initial time of consultation.

20.4 Deduction From Accrual

Any annual leave taken shall be deducted from the annual leave accumulated at the appropriate ordinary hours per shift of annual leave according to the employee's roster e.g. 10 ordinary hours deducted for a 12 hour shift.

20.5 Payment

Subject to Clause 20.6 payment for annual leave will be in accordance with the employee's projected roster, including Saturday, Sunday and holiday (up to double time) shifts, and any rostered overtime, or 120% of the employee's ordinary rate whichever is the greater. In addition, 7 day roster employees will also receive their projected shift allowances for the period of the leave.

Upon termination of employment for any reason an employee shall be paid their unused annual leave entitlements at their projected roster rates.

20.6 Recognised Holiday Falling During Leave

Where an employee works a roster that does not require work on public holidays, no deduction from their annual leave balance will be made for a public holiday that occurs during the leave.

Where an employee works a roster that does require work on public holidays, the employee will choose one of the following two options:

- a) paid at projected roster in accordance with Clause 20.5 and incur a deduction from the annual leave accrual for the ordinary hours of any public holiday falling during their leave; or
- b) paid at aggregate wage rate as if it was a weekday (Monday – Friday) without deduction from their annual leave balance for any public holiday falling during their leave.

21 LONG SERVICE LEAVE

21.1 Period of Leave

On or after the date of commencement of this Agreement an employee shall accrue long service leave at the rate of 13 weeks (455 hours) for each eight (8) years of qualifying service.

21.2 Time of Taking

Long Service Leave may be taken at any time by an employee who has become due for such leave provided that:

- (a) Reasonable notice of the employee's desire to take long service leave at that time is given by the employee to the Company;
- (b) The operations of the CHPP will not, in the opinion of the Company, be affected by the granting of the leave at that time;
- (c) An employee who has accumulated 13 weeks (455 hours) of entitlement may with the consent of the Company take such 13 weeks (455 hours);
- (d) Long service leave shall not be taken in periods of less than 2 weeks (70 ordinary hours) and leave taken shall be deducted from an employee's accrual according to the number of ordinary hours missed due to the leave.

21.3 Payment

Employees will be paid their aggregate wage plus struck average bonus when taking any period of approved long service leave.

On termination of employment, where an employee has qualified for long service leave (ie. has a minimum of 8 years qualifying service in the coal mining industry), they shall, upon application receive payment for their accrued but untaken long service leave entitlements at their aggregate wage rate at the time of their termination.

21.4 Recognised Holiday Falling During Period of Leave

Where a public holiday falls during an employee's long service leave on a day that the employee otherwise would have been rostered to work, the employee is taken not to be on long service leave for that day and will be paid in accordance with clause 20.5.

22 PERSONAL/CARER'S LEAVE

An employee will be entitled to take personal/carer's leave if they are unable to perform their duties because of personal illness or injury without the employee's own default or wilful act ("**sick leave**") or where they are required to provide care or support for a member of their immediate family or household because of their personal illness, injury or an unexpected emergency affecting that person ("**carer's leave**").

The term 'immediate family' includes the employee's spouse a de facto partner, a child, parent, grandparent, grandchild, or sibling, of the employee or their spouse or de facto partner.

22.1 Accrual

Employees shall accrue personal/carers leave entitlements of 105 ordinary hours per year. Employees working 12 hour shift will accrue entitlements of 120 ordinary hours per year.

22.2 Deduction From Accumulated Leave

Any personal/carers leave taken, shall be deducted from the leave accumulated according to the number of ordinary hours of the shift missed, including part shift absences.

Employees and the Company may agree to access annual leave, or work make-up time on an hour for hour basis, for the purpose of carer's leave.

22.3 Workers Compensation

An employee shall not be entitled to be paid personal/carers leave of absence for any period in respect of which the employee is entitled to workers compensation.

22.4 Notification

Employees shall notify the Company of their inability to attend work due to personal/carers leave at least 60 minutes prior to their scheduled commencement. Where there is a good and sufficient reason why the employee is unable to notify at least 60 minutes prior to commencement, they shall notify the Company as soon as practicable thereafter.

22.5 Approval

For approval of payment for personal/carer's leave, the employee shall provide direct notification and prove to the satisfaction of the Company that the absence from work was on account of such genuine requirement for the leave. Unless in exceptional circumstances and with the approval of the Operations Manager, personal/carer's leave will not be approved for absences of greater than two (2) consecutive shifts unless a Medical Certificate is provided that verifies the inability to attend work.

22.6 Payment

An employee shall be paid for each day of approved leave at their classification rate for the ordinary hours (e.g. 10 hours for 7 day 12 hour shift workers) of the shift missed due to the employee's illness.

22.7 Unpaid Carer's Leave

Where an employee does not have entitlement to paid carer's leave or where the employee is a casual employee, they are entitled to receive unpaid carer's leave of up to 2 days on each occasion.

22.8 Termination While on Personal/Carer's Leave

Notwithstanding the provisions of Clause 6, where the Company gives notice of termination of employment to an employee who is absent from work on paid personal/carer's leave, the termination of employment shall not take effect until the employee's paid personal/carer's leave has expired, the employee is fit for duty or the employee is classified as totally and permanently disabled and on medical advice is never likely to resume normal work duties, whichever happens first.

22.9 Payment on Termination

An employee who is retrenched, whose services are terminated by the Company because of ill health, who retires and terminates his/her employment on or after reaching the age of fifty five (55) years, or who dies, shall be granted payment of unused hours of personal/carer's leave accumulations at their aggregate wage rate.

An employee who resigns shall be granted payment of unused hours of personal/carer's leave, pro-rated for their final year at their classification rate.

22.10 Family Emergency While at Work

An employee who has commenced their working shift, shall notify their Supervisor in the event that they are required to leave work for a period or for the remainder of their shift to attend to a family emergency. Where such absence is later approved by the Operations Manager, there shall be no loss of pay and no deduction from their leave entitlements.

22.11 Cashing out Personal/Carer's Leave

An employee may at his/her discretion and with the agreement of the Company elect to either receive payment for unused personal/carer's leave accrued in excess of the equivalent of 15 days entitlement through the normal payroll procedure or into the Superannuation fund as provided for in this Agreement in accordance with any statutory requirements and forego a future entitlement to that leave. Payment shall be made at the employee's aggregate wage rate plus struck average bonus. This cashing out must be by a separate agreement in writing between the Company and the employee, and the employee must retain an equivalent of 15 days personal/carer's leave after the cashing out.

23 PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the Act as amended from time to time.

24 COMPASSIONATE LEAVE

The employee is entitled to up to 2 days compassionate leave plus, where applicable, the balance of the shift on which they were notified, without deduction from leave accruals where:

- a) a member of an employee's immediate family or household:
 - 1. contracts or develops a personal illness that poses a serious threat to their life, or
 - 2. sustains a personal injury that poses a serious threat to their life, or
 - 3. dies; or
 - 4. a child is stillborn, where the child would have been a member of the employee's immediate family or a member of the employee's household; or
- b) the employee or the employee's spouse or de facto partner, has a miscarriage.

The employee may be required to provide satisfactory proof in such an event.

An employee shall be paid their projected roster for each day of approved leave.

25 COMMUNITY SERVICE LEAVE

Where an employee is a member of a recognised Community Service Organisation (Volunteer Fire Brigade, Paramedic Services etc.) and is called out from work to attend an emergency incident in the local area, (as defined by the Community Service Organisation) they will receive payment for the entire shift as if they had attended for their complete shift at work, provided that where the employee is not required for all of the remaining shift hours, they return to work as soon as reasonably practical.

Where an employee is requested by a relevant recognised Community Service Organisation to provide their services outside the local area, their release from work will be subject to approval by the Operations Manager. The Operations Manager will also determine whether the absence will be paid or unpaid leave and whether paid leave will be deducted from the employee's leave accruals. Evidence or particulars that would satisfy a reasonable person may be requested by the Operations Manager, regarding an employee's community service leave requirement. Authorised unpaid leave will not break continuity of employment.

Subject to operational requirements, upon application and the provision of appropriate evidence, up to a maximum of 5 days leave per year will be available for employees to attend emergency services training without loss of pay or deduction from their leave accruals. The 5 days is the total paid days of leave available across all employees covered by this Agreement per year. In all cases such leave will require the approval of the CHPP Manager.

26 JURY SERVICE LEAVE

Where an employee is required to attend for jury service during a rostered shift, the Company shall pay jury service leave in accordance with the employee's projected roster provided that the employee pays to the Company the amount received for jury service within a reasonable period. If an employee refuses to pay the Company this amount, the Company may deduct it from the employee's wages.

An employee shall notify the Company as soon as possible of the dates when the employee is required to attend for jury service.

An employee shall give the Company proof of the employee's attendance, the duration of such attendance and the amount received by the employee for such attendance.

An employee shall not receive payment under this clause where the employee is required to attend for jury service on a day on which the employee is not rostered to work.

27 FAMILY AND DOMESTIC VIOLENCE LEAVE

Employees are entitled to unpaid family and domestic violence leave in accordance with the Act as amended from time to time.

28 NATURAL DISASTER ARRANGEMENTS

Where the Company is made aware that an employee or an employee's immediate family and / or residence is likely to be severely affected by the activities of a natural disaster, that employee shall be permitted to leave the workplace in a timely manner.

Employees who are at work or who are rostered to attend work during a period where they are likely to be affected by a natural disaster, may apply for paid Annual Leave or unpaid leave for the period required. The Company may approve such leave, including for the remainder of the shift on which the employee is notified, and such approval will be dependent upon, but not limited to, the severity of disaster or pending disaster, the employee's individual circumstances and essential business requirements.

29 CONSULTATION

Where the Company has made a definite decision to introduce major workplace change that is likely to have a significant effect on employees, or proposes to change an employee's roster or ordinary hours of work, the Company will notify and consult with employees and their representatives if any, about the major workplace changes or proposed change to an employee's regular roster or ordinary hours of work. The consultation process will commence as soon as practicable after a definite decision has been made.

Employees who are so affected are able to have representation for the purposes of the above consultation.

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

- a) the termination of the employment of a significant number of employees; or
- b) a major change to the composition, operation or size of the Company's workforce; or
- c) a need for retraining or transfer of employees to other work or locations; or
- d) the restructuring of jobs.
- e) provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have a significant effect.

The Company during the consultation process will discuss with employees and their representatives if any, the effects the proposed changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by employees and their representatives if any, in relation to the changes.

For the purposes of these discussions the Company will provide in writing all relevant information about the changes, provided that the Company is not required to disclose confidential information the disclosure of which would be contrary to the Company's interest.

If the consultation is about a proposed change to an employee's regular roster or ordinary hours of work, the Company will provide information about the change, invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and consider any views given by the employees about the impact of the change.

30 SEVERANCE AND RETRENCHMENT

In the event of a change to the Company's operational requirements, an employee's role may become redundant. If an employee's role does become redundant, the employee will be entitled to:

- A minimum of four weeks' notice or payment at their projected roster for the period in lieu of notice.
- The period of notice is increased by one week if the employee is over 45 years old and has completed 5 years continuous service with the Company.
- Redundancy payment calculated at 3 weeks' pay at \$1,900 per week for each continuous completed year of service. The minimum amount of payment in the event of redundancy is 6 weeks payment regardless of the employee's years completed with the Company.
- Reimbursement of relocation expenses up to the value of \$8,000 on production of receipts and the acceptance of the Company as to the valid and reasonable nature of these receipts.

Where a reduction in the number of employees is required, the Company may seek to reduce the number of forced retrenchments by utilising natural attrition and, subject to any contractual commitments and the requirement to maintain the skills necessary for an efficient and effective operation, by reviewing contractor's labour.

Where forced retrenchments are to be undertaken the Company shall take into account the following factors:

- Skills
- Employee performance/work history
- Length of service

An employee will not be entitled to redundancy pay where the Company is able to offer employment at another Glencore coal mine in Queensland within 14 days of termination that meets the following criteria:

- The position can be reasonably regarded as permanent
- The employee is competent to perform the tasks in that position
- It provides overall benefits which are equivalent to or higher

31 EMPLOYMENT MEDICAL EXAMINATIONS

Both parties agree to comply with the requirements of the Coal Mining Safety and Health Act 1999 (Qld) and the Coal Mining Safety and Health Regulations 2017 (Qld), as varied from time to time.

For the purposes of undertaking the five (5) yearly health assessment outside rostered hours in Tieri, employees shall be paid two (2) hours at overtime rate or other approved location preferred by the employee in lieu of undertaking their health assessment in Tieri.

Employees shall be paid four (4) hours at overtime rates where an employee is required (not chooses) to attend their five (5) yearly health assessment in Emerald.

32 ACCIDENT PAY

An employee in receipt of weekly payments under the provisions of the Worker's Compensation and Rehabilitation Act 2003, as amended, shall be entitled to receive accident pay from the Company subject to the following conditions and limitations.

32.1 Payment to be made during Incapacity

The Company shall pay, or cause to be paid accident pay during the incapacity of the employee, within the meaning of the said Act until such incapacity ceases or until the expiration of a period of seventy-eight (78) weeks from the date of injury, whichever event shall occur first.

32.2 Meaning of 'Accident Pay'

For the purpose of this clause, accident pay means:

For the period of thirty-nine (39) weeks from the date of injury a weekly payment representing the difference between the weekly amount of compensation paid to the employee by virtue of the said Act and the weekly amount that would have been received by virtue of this Agreement had the employee been on paid sick leave at the date of the injury.

For a further period of thirty-nine (39) weeks, a weekly payment representing the difference between the weekly amount of compensation paid to the employee by virtue of the said Act and the classification rate prescribed from time to time for the incapacitated employee at the date of injury.

32.3 Pro Rata Payments

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

32.4 When Not Entitled to Payment

An employee shall 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.

32.5 Redemptions

In the event that an employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.

32.6 Damages Independent of the Acts

Where the employee recovers damages from the Company or from a third party in respect of the said injury independently of the said Acts, such employee shall be liable to repay to the Company the amount of accident pay which the Company has paid under this clause and the employee shall not be entitled to any further accident pay thereafter in relation to the specific injury.

32.7 Termination

Where the Company gives notice of termination of employment to an employee absent from work on accident pay, the termination of employment shall not take effect until such incapacity ceases or until the expiration of a period of seventy-eight (78) weeks from the date of injury, or until such times as

the employee is certified as totally and permanently incapacitated and never likely to return to work, whichever event shall first occur.

Following the expiry of a retrenchment notice or certification as totally and permanently incapacitated an employee's employment shall be terminated and this shall not affect the liability of the Company to continue to pay accident pay.

32.8 Calculation of Period

The seventy-eight (78) week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Unless the employee is returned to work on full duties for at least 12 months, intermittent absences arising from the one injury are to be cumulative in the assessment of the seventy-eight (78) week limitation.

32.9 Transitional Assistance

Where an employee's employment is terminated due to incapacity following a work injury, upon application to the Company and where the employee makes a common law claim, the employee will be provided with an interest free loan of \$20,000 to facilitate their transition from employment on the basis it will be repaid. Once a common law claim has been finalised, the employee will repay the \$20,000 loan within 14 days of finalisation of the common law matter.

33 DISPUTES PROCEDURE

In the event of a dispute arising under this Agreement or in relation to the NES, or in relation to disciplinary matters, work will continue without industrial action and in accordance with the reasonable directions of the Company.

The employee(s) and the Company may choose to be represented at any of the stages of this procedure.

Step 1

The matter shall be referred for discussion between the employee and their immediate Supervisor.

Step 2

If the matter is not resolved, it shall be referred, in writing to their Superintendent or their nominee for discussion. The Supervisor may participate in these discussions.

Step 3

If the matter is not resolved, it shall be referred to the Operations Manager or their nominee for discussion.

Step 4

If the matter is not resolved it may be referred by either party to FWC for conciliation, or if the parties further agree, to settle the dispute.

Where the parties have agreed for the FWC to settle the matter in dispute, FWC may exercise the functions and powers conferred by the Act. The parties agree to proceed through the steps of this procedure in a timely fashion. By agreement between the parties, any or all of the Steps 1 to 3, may be bypassed in the interests of a timely resolution of the matter.

34 WORKFORCE REPRESENTATION

Without limiting representational rights under the Disputes Procedure, employees may nominate an Employee Representative(s) to represent them in relation to disputes subject to the disputes procedure.

An “Employee Representative” will be an employee of the Company and includes an employee elected by the majority of employees, who shall, upon notification in writing to the Company, be duly recognised as an Employee Representative.

Being nominated as an Employee Representative will not detract from the employee’s primary responsibility, which is to do the job they are employed to do at the CHPP.

When requested by an employee(s) to represent them, an available Employee Representative(s) will, subject to Supervisor approval (such approval will not be unreasonably withheld), be released from normal duties without loss of pay to consult with and represent employees in relation to a matter to be processed through the disputes procedure.

Employees and their representative(s) agree that issues in relation to employment of employees covered by this agreement should be ideally addressed at their source, by those involved, and without undue involvement of those not directly involved. Accordingly, Employee Representative(s) will not be permitted time away from the job on issues where there has not been a genuine attempt to resolve the issue at the workgroup level in accordance with the Disputes Procedure. It is therefore accepted and acknowledged that, in the first instance, the Company has the right to discuss work related matters with employees on a one on one basis.

It should be noted that where a discussion concerns disciplinary action against an employee, that employee may elect to have another available employee as a support person present. The support person is present to provide support, but is not to be an advocate for the employee.

Where an issue has been processed through the disputes procedure to Fair Work Commission in accordance with Clause 33, up to two (2) Employee Representatives may be entitled to attend such hearing/conference.




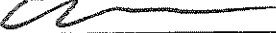
Employees agree that they will not hold any meetings, including with Employee Representatives, during normal hours of work, without the approval of the Company. Any meetings held on site will be at a place designated by the Company.

Employee Representative(s) will be allowed, for the purposes of this clause, unpaid leave on the basis that at least seven (7) days’ notice is provided and that site operations will not be adversely affected.

35 NO FURTHER CLAIMS

It is a condition of this Agreement that the parties undertake not to pursue any extra claims for the duration of this Agreement except where permitted by the terms of this Agreement.

SIGNATORIES

Signed for and on behalf of Oaky Creek Coal Pty Ltd	
Authorised Officer signature:	
Date:	03 / 01 / 2024
Name in full:	DAMIEN WYNN
Position:	GENERAL MANAGER
Address:	8 WILGA STREET, TIERI, QLD, 4709
Witness's signature:	
Witness's name in full:	Kelly Kelehev
Witness's address:	
Signed for and on behalf of the Employees	
Signature:	
Date:	03 / 01 / 2024
Name in full:	MITCH HUGHES
Position:	DISTRICT PRESIDENT
Address:	61 BOWEN ST, SPRING HILL, Q, 4000
Witness's signature:	
Witness's name in full:	CHRIS NEWMAN
Witness's address:	61 BOWEN ST, SPRING HILL, Q, 4000
Signed for and on behalf of the Employees	
Signature:	
Date:	/ /
Name in full:	
Position:	
Address:	
Witness's signature:	
Witness's name in full:	
Witness's address:	

APPENDIX 1 BONUS

Bonus Payment

Objective

The objective of the scheme is to establish a bonus system that rewards employee performance in achieving and exceeding production targets.

To achieve the highest returns from the bonus system, it is important that employees attend their planned shifts, and maintain continuous operations wherever safely and practicably possible. This bonus therefore requires, recognises and rewards attendance, flexible crib breaks and an effective changeover with the oncoming crew, while the current shift start and finish times continue.

It is agreed that all site operating and safety procedures will be strictly adhered to, ensuring there is no reduction in workplace or safety standards in an attempt to maximise the returns under this incentive bonus scheme.

Eligible Employees

Employees who are absent from work due to an unapproved and/or unpaid absence are not eligible employees for the purposes of bonus payments and thus will not receive bonus payment for the period of such absence. Bonus will be reduced by the percentage of the employee's absence during the week i.e. the number of hours absence during the week as a proportion of the rostered hours for that employee that week.

Bonus Payment

The Bonus Payment rate is calculated by the Company each December for the following budget period of 12 months from January to December and is designed to provide \$24,000 per annum for achieving the budgeted clean coal tonnes for that twelve month period. The rate per tonne for the relevant twelve month period is calculated by dividing \$24,000 by the budgeted clean coal tonnes for that same twelve month period.

Indicative Example; Bonus \$24,000 Budgeted Clean Coal Tonnes for the twelve (12) month period - 4,722,713 = \$0.0051 per tonne for all Clean Coal processed for that twelve (12) months.

Where the bonus applies for part of a year it will be calculated and paid on a pro-rata basis.

The Bonus Payment rate may be adjusted in accordance with the Review clause below.

Reconciliation & Bonus Adjustments

Clean coal tonnes will initially be measured by the CHPP control system and will be reconciled (positive or negative) by survey from time to time and this adjustment will be reflected in bonus payments to all Eligible Employees in the following pay. Any changes made to the adjustment factors within the control systems will be communicated to the Eligible Employees.

Struck Average Bonus

Shall mean the bonus earned (including previous continuous production bonus) actually earned by all employees during the twelve (12) months immediately prior to the end of the first week in December each year divided by 52.

Payment of Bonus

The bonus payments shall be calculated and paid on a weekly basis (or fortnightly if wages are paid fortnightly pursuant to clause 16) and payable while at work and on all forms of paid leave other than long service leave. Unpaid leave (short term only) approved by Operations Manager will attract bonus payments at the discretion of the Operations Manager.

Struck average bonus will be paid on:

- long service leave taken during employment,
- personal / carer's leave cashed out under clause 22.11,
- unused leave entitlements that are paid out upon termination of employment in accordance with this Agreement.

Differences in Opinion

The new bonus agreement is a genuine attempt to improve productivity and reward good operational performance at Oaky Creek Coal Handling Preparation Plant. Any differences of opinion concerning items not covered by this bonus scheme shall be progressed in a positive and constructive manner by following the Disputes Procedure.