DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Golding Contractors Pty Ltd
(AG2020/1030)

GOLDING CONTRACTORS BOGGABRI PROJECT ENTERPRISE AGREEMENT 2020

Coal industry

DEPUTY PRESIDENT SAUNDERS                 NEWCASTLE, 1 MAY 2020


[1] An application has been made for approval of an enterprise agreement known as the Golding Contractors Boggabri Project Enterprise Agreement 2020 (Agreement). The application was made pursuant to section 185 of the Fair Work Act 2009 (Act). The Agreement is a greenfields agreement.

[2] I am satisfied that each of the requirements of sections 186 and 187 as are relevant to this application for approval have been met.

[3] Based on the statutory declaration provided by the organisation, I am satisfied that the Construction, Forestry, Maritime, Mining and Energy Union, the employee organisation to be covered by the Agreement, is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[4] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 8 May 2020. The nominal expiry date of the Agreement is 30 April 2024.

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer
[2020] FWCA 2293

<AЕ507949 PR718754>
Golding Contractors
Boggabri Project
Enterprise Agreement
2020
Contents

1 TITLE .................................................................................................................................1

2 APPLICATION ..................................................................................................................1

3 PERIOD OF OPERATION .................................................................................................1

4 RELATIONSHIP WITH AWARD ....................................................................................1

5 EMPLOYMENT BASIS .....................................................................................................1

  5.1 Types of Employment .................................................................................................1
  5.2 Full Time Employment .............................................................................................1
  5.3 Part Time Employment .............................................................................................1
  5.4 Casual Employment .................................................................................................1

6 EMPLOYEE DUTIES & TRAINING ................................................................................1

7 CLASSIFICATIONS .........................................................................................................2

  7.1 Operations Technician in Training .............................................................................2
  7.2 Operations Technician ..............................................................................................2
  7.3 Maintenance Technician .........................................................................................2

8 REMUNERATION .............................................................................................................3

  8.1 Base Hourly Rates of Pay ..........................................................................................3
  8.2 Annual Salaries .........................................................................................................3
  8.3 Production Allowance .............................................................................................4
  8.4 Superannuation .........................................................................................................4
  8.5 Payment of Salaries .................................................................................................4

9 ACCIDENT PAY ...............................................................................................................4

  9.1 Payment to be Made During Incapacity .................................................................4
  9.2 Meaning of Accident Pay ......................................................................................5
  9.3 When Not Entitled to Payment ..............................................................................5
  9.4 Redemptions ............................................................................................................5
  9.5 Damages Independent of the Acts ..........................................................................5
  9.6 Calculation of Period ..............................................................................................5

10 LEAVE .............................................................................................................................5

  10.1 Annual Leave .........................................................................................................5
  10.2 Personal Leave .......................................................................................................6
  10.3 Long Service Leave (LSL) ....................................................................................8
  10.4 Compassionate Leave ............................................................................................8
  10.5 Parental Leave .......................................................................................................9
  10.6 Community Service Leave ..................................................................................9
  10.7 Family and Domestic Violence Leave ..................................................................9

11 PUBLIC HOLIDAYS .........................................................................................................9

12 HOURS OF WORK ..........................................................................................................10

  12.1 Hours .....................................................................................................................10
  12.2 Daylight Saving Arrangements .............................................................................11
  12.3 Overtime ................................................................................................................11
  12.4 Starting and Finishing .........................................................................................11
  12.5 Crib Breaks ..........................................................................................................11
  12.6 Rest Period After Overtime .................................................................................11
  12.7 Stand Down ...........................................................................................................11
  12.8 Suspension with Pay ............................................................................................12
1 TITLE
This Agreement is the Golding Contractors Boggabri Project Enterprise Agreement 2020 (Agreement).

2 APPLICATION
This Agreement covers and applies to Golding Contractors Pty Ltd (Golding) and the Employees of Golding engaged to perform maintenance work at the Boggabri open cut mine, who would otherwise be covered by Schedule A of the Black Coal Mining Industry Award 2010 (Employees).

This Agreement shall also cover the Construction, Forestry, Maritime, Mining and Energy Union (“CFMMEU”).

3 PERIOD OF OPERATION
This Agreement commences operation seven days from the date on which it is approved by the Fair Work Commission. The nominal expiry date is 4 years from the date the Fair Work Commission (FWC) approves the Agreement.

4 RELATIONSHIP WITH AWARD AND NES
This Agreement overrides and operates to the exclusion of all provisions of the Black Coal Mining Industry Award 2010 (Award) unless otherwise specified in this Agreement.

The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an 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 EMPLOYMENT BASIS

5.1 Types of Employment
Employment may be full-time, part-time, casual or for a fixed term or specified task.

5.2 Full Time Employment
A full time Employee is an Employee who is engaged to work 35 ordinary hours per week averaged over a roster cycle.

5.3 Part Time Employment
A part-time Employee is employed to work on average less than 35 hours per week.

At the commencement of employment, the hours of a part-time Employee will be agreed and any hours in excess of the agreed hours will be paid at overtime rates.

The terms of this Agreement shall apply to part-time employment on a direct pro-rata basis.

5.4 Casual Employment
A casual Employee is employed by the day and will be paid a loading of 25% of the relevant hourly ordinary time rate for that classification in lieu of all paid leave entitlements other than long service leave.

6 EMPLOYEE DUTIES & TRAINING
All Employees are required to attend work in a fit state compatible with their duties and obligations.

Golding may direct Employees to perform any work and use such tools and equipment in the manner required, consistent with that Employee’s skills and competencies and to undertake training or work under direction.
Golding will provide Employees with training to acquire new skills and competencies that Golding reasonably require for employees to undertake their role. This may include training to acquire new skills.

If an Employee does not perform the required work or does not perform that work in the manner required, or is absent from work without approval (AWOL), then the Employee is not entitled to payment for the period of non-performance or absence and will be subject to disciplinary procedures.

It is a condition of employment that each Employee:

- complies with all Golding directions relating to the safe and effective working at the operation;
- complies with all Golding policies, rules and procedures, although such policies, rules and procedures are not incorporated into this Agreement;
- participates in training and performance reviews as required;
- reports all hazards, accidents, incidents and any injuries that may result from such accidents and incidents;
- be dressed, with all appropriate equipment / tools / PPE, ready for work at the designated starting times at the designated areas;
- wears working clothes and safety boots provided or otherwise supplied;
- correctly utilises protective clothing and protective equipment supplied; and
- agrees to work safely.

7 CLassifications

7.1 Operations Technician in Training

An Employee who trains in and performs the required tasks under direct supervision, remains in that classification until assessed as competent by Golding, but for a maximum of 9 months. This classification includes Employees who are training to gain plant and equipment authorisations but excludes Employees who meet the definition of Maintenance Technician.

7.2 Operations Technician

An Employee assessed by Golding as competent to perform the required tasks in all relevant operating/maintenance circumstances. This classification includes Employees whose primary purpose is to operate plant and equipment and undertake ancillary duties in the mining operation, mining workshop and the CHPP. This classification includes Storepersons, Yards Persons and Servicepersons.

7.3 Maintenance Technician

An Employee who holds a relevant trade qualification and who is appointed to a role for which a trade qualification is required, with the primary purpose to undertake maintenance of, and breakdown repairs to, plant and equipment in the mining operation, mining workshop and the CHPP.
8 REMUNERATION

8.1 Base Hourly Rates of Pay

The Base Hourly Rates, including the initial increase of 3.0%, are set out in the table below and apply from the commencement of this Agreement:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Base Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Technician in Training</td>
<td>$29.41</td>
</tr>
<tr>
<td>Operations Technician</td>
<td>$34.38</td>
</tr>
<tr>
<td>Maintenance Technician</td>
<td>$35.56</td>
</tr>
</tbody>
</table>

The above Base Hourly Rates, Base Salaries, Roster Allowances and Total Salaries will increase from the start of the first pay period following the anniversaries of when this Agreement was approved by the FWC in accordance with the table below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Anniversary</td>
<td>3.0%</td>
</tr>
<tr>
<td>2nd Anniversary</td>
<td>3.0%</td>
</tr>
<tr>
<td>3rd Anniversary</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

8.2 Annual Salaries

Employees will be paid on the basis of an annualised salary comprising their Base Salary, Roster Allowance, and where applicable, the Maintenance Allowance or Pit Services Allowance.

8.2.1 Base Salary

The annual Base Salary is the Base Hourly Rate x 35 ordinary hours x 52 weeks.

8.2.2 Roster Allowance

An Employee’s Roster Allowance is calculated by applying their Base Hourly Rate and the penalty rates contained in Appendix 1 to their roster, including rostered overtime, weekend and shift work penalties and the average number of public holidays worked and falling on rostered days off applicable to the roster.

8.2.3 Trade Allowance

Maintenance Technicians who hold an electrical or mechanical trade qualification and are authorised by Golding to utilise their qualification, are entitled to receive a Trade Allowance of $9,204 per year which includes compensation for such Employees providing their own tools.

8.2.4 Pit Services Allowance

Operations Technicians, whose primary function is to undertake duties associated with Pit Services (eg Serviceperson) and are allocated to the Pit Services Roster (currently Appendix 2), are entitled to receive a Pit Services Allowance of $3,000 per year.

8.2.5 Total Salary

Total Salary is the sum of the Base Salary and the Roster Allowance and if applicable, the Maintenance Allowance or Pit Services Allowance. Total Salaries that apply to rosters used at the commencement of this Agreement are provided in Appendices 2 to 4.
8.3 Production Allowance

In lieu of the previous Bonus Payment, Employees will receive a Production Allowance of $11,180 over a 12 month period. The Production Allowance is paid on all forms of paid leave (excluding Accident Pay after 39 weeks) and is paid on unpaid leave which has been approved by the Manager for Employee representatives to undertake duties as a representative. The Production Allowance is subject to a pro rata deduction for any other unapproved or unpaid absences.

8.4 Superannuation

Golding shall make superannuation contributions of 9.5% of an Employee’s Total Salary and Production Allowance in accordance with relevant superannuation legislation or such higher amount applying from time to time. Where an Employee does not nominate a complying fund, the default fund will be Mine Super, being a fund that offers a MySuper product.

The following are some examples of what superannuation is not paid on:

- non-rostered or discretionary overtime;
- expense-related allowances;
- irregular and non-productivity related bonuses; and
- unused leave entitlements paid on termination of employment.

To the extent permitted by law, Employees can sacrifice any amount of their future earnings into a complying nominated fund in accordance with Australian Tax Office requirements.

Where an Employee chooses to enter into a superannuation salary sacrifice arrangement with Golding, Golding agrees that the Employee’s superannuation contributions will be based on the Employee’s Total Salary, before salary sacrificing, plus Production Allowance.

8.5 Payment of Salaries

Salaries and any additional payments shall be paid fortnightly by Electronic Funds Transfer.

In accordance with Company policy, Golding will deduct and transfer funds on the written direction of an Employee for any reasonable purpose.

When employment is terminated any salaries owing to an Employee will be paid as part of the next pay period.

Upon termination of employment, where required, the Employee authorises Golding to deduct from the salaries or other termination payments due to the Employee, any outstanding amounts that may be owing to Golding.

9 ACCIDENT PAY

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

9.1 Payment to be Made During Incapacity

Golding must pay, or cause to be paid, accident pay during the incapacity of the Employee, within the meaning of the applicable workers’ compensation legislation:

- until such incapacity ceases; or
- until the expiration of a period of 78 weeks from the date of injury,
whichever event will first occur, even if Golding terminates the Employee's employment within the period.

9.2 Meaning of Accident Pay
For the purposes of this clause, accident pay means, for an initial period of up to 39 weeks from the date of injury, a payment representing the difference between the amount of compensation paid to the Employee under the applicable workers' compensation legislation and the Employee's Total Salary for the period of absence plus Production Allowance, provided the latter amount is greater than the former amount.

For the next period of up to 39 weeks, a payment representing the difference between the amount of compensation paid to the Employee under the applicable workers' compensation legislation and the Employee's Base Salary for the period of absence, provided the latter amount is greater than the former amount.

9.3 When Not Entitled to Payment
An Employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave.

9.4 Redemptions
In the event that an Employee receives a lump sum in redemption of fortnightly payments under the applicable workers' compensation legislation, the liability of Golding to pay accident pay as herein provided will cease from the date of such redemption.

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

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

10 LEAVE

10.1 Annual Leave

10.1.1 Accrual
Employees are entitled to 5 weeks (175 ordinary hours) annual leave per annum.
Shift workers are entitled to 1 extra week per year, making their entitlement 6 weeks (210 ordinary hours) leave per annum.
Annual leave accrues progressively during a year of service according to the Employee’s ordinary hours of work and accumulates from year to year.

For the purposes of this clause and the National Employment Standards (NES), a shift worker is an Employee who works:
- a 7 day roster; or
- a roster which requires ordinary shifts to be worked on public holidays, and not less than 272 ordinary hours per year on Sundays.
10.1.2 Taking Annual Leave

Unless otherwise agreed, Employees are required to give 4 weeks’ notice when requesting leave. Where the application is for less than a full swing, agreement for shorter notice will not be unreasonably withheld.

Employees require the approval of Golding before commencing leave and Golding must not unreasonably refuse to agree to a request for leave.

Provided appropriate notice has been given, applications for annual leave by Employees in the maintenance crews, must be approved unless it would result in the total number of Employees on annual leave in the same crew, being above the number calculated in accordance with the following formula, on any shift during the period applied for.

Formula: number of Employees in the workgroup x 6 weeks annual leave divided by 52 weeks. eg. 34 in workgroup x 6 weeks A/L = 204 weeks. 204 weeks divided by 52 = 3.92 (4 Employees permitted on leave)

The above provision does not prevent Golding from:

- approving leave which would result in the number of Employees on leave at the same time, being in excess of the number calculated in accordance with the above formula;
- refusing an application for leave which would result in insufficient skills being retained, notwithstanding that such approval would have resulted in the number of Employees on leave at the same time being below the number calculated in accordance with the above formula.

An Employee may be directed by Golding, where reasonable, to take annual leave provided that 4 weeks’ notice in writing is provided. (eg. a shutdown or excessive accrual) In the case of a shutdown, if the Employee does not have sufficient annual leave, Golding may agree to provide leave in advance.

10.1.3 Deduction and Payment of Leave

For each day of annual leave taken, the number of ordinary hours contained in the shift length will be deducted from the Employee’s leave balance.

Payment for annual leave taken during employment will be at the Employee’s Total Salary rate plus Production Allowance.

10.1.4 Cashing Out Annual Leave

An Employee may elect to cash out part of his or her accrued annual leave entitlement, provided:

- each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employee and Golding;
- after each cashing out, the Employee retains an entitlement of at least four weeks paid annual leave; and
- the Employee is paid at their Total Salary rate plus Production Allowance for the period of leave that the Employee has foregone.

10.1.5 Payment of Annual Leave on Termination

Employees shall be paid any accrued but untaken annual leave entitlements upon termination of employment at their Total Salary rate plus Production Allowance for the period of unused leave.

10.2 Personal Leave

10.2.1 Accrual

An Employee is entitled to the equivalent of three weeks (105 ordinary hours) of paid personal leave on commencing employment and on each anniversary of commencement. Any personal leave which is not taken will accumulate without limitation.
Personal leave (including both sick leave and carer’s leave) is paid leave taken when an Employee is unable to attend work because of personal illness or injury, or where an Employee is required to provide care and support to a member of the Employee’s immediate family or a member of the Employee’s household, who requires support because of:

- a personal illness, or personal injury, affecting the member; or
- an unexpected emergency affecting the member.

### 10.2.2 Taking Personal Leave

An Employee taking either form of personal leave must notify Golding as soon as practicable and wherever possible prior to the commencement of the absence and state the nature of the illness or injury and the period, or the expected period, of the absence. Failure to notify prior to the commencement of any absence without a valid reason will result in disciplinary action. Repeated failure may lead to termination of employment.

An Employee must prove to the satisfaction of Golding that the absence from work was caused by illness or injury or a requirement to access carer’s leave.

In the case of sick leave:

- only three shifts per calendar year may be taken without a valid and current medical certificate verifying the Employee’s illness or impairment;
- where an Employee is absent on sick leave for two or more consecutive shifts, they will require a valid and current medical certificate verifying the Employee’s illness or injury;
- any sick leave claims either side of annual leave must be accompanied by a medical certificate.

An Employee accessing carer’s leave must provide a medical certificate certifying that the Employee is required to provide care for a family member who is sick or, subject to management’s discretion, a statutory declaration stating that a family member requires the Employee’s care.

An Employee who has exhausted their entitlement to paid personal leave is entitled to unpaid carer’s leave for up to two days for each occasion the Employee is required to provide care for a family member, provided they meet the requirements set out in this clause.

Golding may grant an Employee a period of unpaid personal leave where the Employee is unable to resume work due to illness or accident for a longer period than their personal leave accumulation.

For the purposes of this clause, and the Agreement generally, a “medical certificate” is a certificate issued by a medical practitioner i.e. a person who is registered, or licensed, as a medical practitioner under a state or territory law which provides for such registration.

### 10.2.3 Deduction and Payment of Personal Leave

For each day or part day of personal leave taken, an Employee will have the ordinary hours of their absence deducted from their personal leave entitlement.

Payment for paid personal leave will be at the Employee’s Total Salary Rate plus Production Allowance for the period of the absence on personal leave.

### 10.2.4 Cashing Out or Salary Sacrifice of Personal Leave

An Employee may elect to cash out part of his or her accrued personal leave entitlement, and forego a future entitlement to that leave, provided:

- each cashing out of a particular amount of personal leave must be by a separate agreement in writing between the Employee and Golding;
• after each cashing out, the Employee retains an entitlement of at least 210 hours personal leave; and
• the Employee is paid at their Total Salary rate plus Production Allowance for the period of leave cashed out.

Alternatively, an Employee may elect to salary sacrifice the value of their future personal leave entitlement into superannuation in accordance with the above criteria and taxation legislation. An Employee cannot enter into a salary sacrifice arrangement in respect of personal leave that has already accrued.

10.2.5 Payment on Termination

When an Employee’s employment is terminated for any reason including resignation, the Employee’s unused personal leave entitlements will be paid at their Total Salary rate plus Production Allowance for the period of unused leave.

10.3 Long Service Leave (LSL)

10.3.1 Entitlement

Employees shall be entitled to LSL in accordance with the Coal Mining Industry (Long Service Leave) Administration Act 1992 (Cth).

A full-time Employee accrues LSL at the rate of 13 weeks for each eight years of qualifying service in the coal mining industry.

An Employee must provide reasonable notice of their intention to take LSL. Golding may refuse an application for LSL on reasonable business grounds.

10.3.2 LSL Payment

Payment for LSL shall be at the Employee’s Total Salary rate plus Production Allowance.

LSL payments will be made each fortnight in the regular fortnightly pay run.

10.4 Compassionate Leave

10.4.1 Entitlement

An Employee is entitled to two days of paid compassionate leave for each occasion when an immediate family member or a household member contracts, sustains or develops a personal injury or illness that poses a serious threat to their life or dies. “Immediate Family Member” means an Employee's spouse or partner, a child (including adult child, adopted child, step child or ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse or partner of the Employee.

10.4.2 Taking Compassionate Leave

An Employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:

• a single, unbroken period of two days; or
• two separate periods of one day each;

This leave is only available after Golding is provided with satisfactory proof of the illness, injury or death.

10.4.3 Payment for Compassionate Leave

Payment for compassionate leave shall be paid at the Employee’s Total Salary rate plus Production Allowance.
10.5 Parental Leave

Employees, who in the reasonable opinion of Golding, have assumed the role of primary carer, will be eligible for six (6) consecutive weeks paid leave. This leave is to be taken at the beginning of the parental leave period and is part of the standard 52 weeks parental leave provided in the Fair Work Act (Act).

Secondary carers are entitled to 1 week of paid leave. This leave is to be taken immediately following the birth or adoption date.

Payment for paid parental leave will be at the Employee’s Total Salary rate plus Production Allowance.

10.6 Community Service Leave

Employees are entitled to community service leave in accordance with the Act. Employees who qualify for voluntary emergency management service in accordance with the Act, and who undertake such service within a 100km radius of the mine, will be paid at the Employee’s Total Salary rate plus Production Allowance for the period of the absence.

Retained emergency services personnel who attend emergency management service within a 100km radius of the mine, will be entitled to be paid the difference between what they receive for emergency management service and their Total Salary plus Production Allowance for the period of attendance during rostered hours.

10.7 Family and Domestic Violence Leave

Employees are entitled to family and domestic violence leave in accordance with the Award.

11 PUBLIC HOLIDAYS

The recognised public holidays are New Year’s Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Easter Tuesday, ANZAC Day, Queen’s Birthday, Labour Day, Christmas Day and Boxing Day or any other day observed by the public in the particular region in lieu of one of the above days and all other public holidays gazetted for the particular region. If under a law of New South Wales, a day is substituted for one of the above recognised public holidays, then the substituted day becomes the public holiday. If under a law of New South Wales, a day is gazetted as a public holiday in addition to the above recognised public holidays, then the additional day will be recognised as a public holiday and paid in accordance with Appendix 1.

Agreement may be reached between Golding and the majority of Employees affected to observe any holiday on a day other than the day prescribed above. In such case, the actual public holiday shall be an ordinary working day.

Except as notified otherwise, given the nature of Golding’s business and its operational and rostering requirements, Employees (other than an Employee working shifts of up to 8.5 ordinary hours on week days) are required to work on public holidays when they are rostered to perform work on a public holiday, except for Christmas Day and Boxing Day which will be recognised as the 25th December and 26th December respectively.

For nominal 12 hour shift Employees, the 48 hour break for Christmas Day and Boxing Day will begin at the completion of day shift on Christmas Eve (24 December) and finish at the commencement of night shift on Boxing Day (26 December).

A Monday to Friday Employee working up to 8.5 ordinary hours cannot, as part of their roster cycle, be rostered to work ordinary hours on public holidays. Such Employees may however, in exceptional circumstances, be required to work on public holidays to meet operational needs.

Rosters that require Employees to work public holidays, have penalty payments for the working of public holidays included in the Total Salary for that roster. Where an Employee who works such a roster does not attend a rostered public holiday, the following shall apply:
a) where any leave is approved and deducted from the Employee’s leave balance for the absence, the Employee will be paid at their Total Salary rate plus Production Allowance;

b) where a public holiday occurs during approved long service leave, the Employee will be paid at their Total Salary rate plus Production Allowance;

c) where an Employee meets the requirement in clause 10.2.2 to prove to the satisfaction of Golding that the absence from work was caused by illness or injury and presents a medical certificate issued by a medical practitioner following a direct physical examination/consultation with the Employee in person, the Employee will be paid at their Total Salary rate plus Production Allowance;

d) in circumstances other than a), b) and c) above, where an Employee is absent on a rostered public holiday, they will not be entitled to payment for the absence, unless the refusal to work is reasonable, in which case the Employee will be paid at their Base Salary rate plus Production Allowance;

12 HOURS OF WORK

12.1 Hours

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

The rostered hours of work shall be the ordinary hours and any overtime included in the roster.

The operations are based on a continuous process, and as such, Golding may carry out operations on all available hours each day on any day of the year, with the exception of the Christmas Day and Boxing Day public holidays, and after consultation with Employees affected, implement roster systems that, in the view of Golding, meet the needs of the operation. Work on Christmas Day and Boxing Day may be carried out on a voluntary basis.

Shift lengths may be up to 12.5 hours duration. Golding, after consultation with Employees affected, will determine the starting and finishing times of each shift and may vary these times to meet operational needs.

Appendices 2 to 4 contain the rosters that are operating at the commencement of this Agreement.

The current areas/functions of the Golding operations which are based on a continuous process (7 day 24 hour coverage), will use the current roster patterns in Appendix 2 (Maintenance Operations) unless otherwise agreed between Golding and the majority of Employees in those areas mentioned above required to work the 7 day 24 hour coverage roster. This subclause does not restrict Golding from changing shift lengths up to 12.5 hours, shift start and finish times nor implementing other rosters that are less than 7 day 24 hour coverage.

Rosters may include staggered starting times to maximise the number of hours which are available to be worked.

Employees are obliged to work rostered overtime which is reasonably included in any roster.
12.2 Daylight Saving Arrangements

When daylight saving commences, 5:30pm to 5:30am by the clock comprises 11 actual hours. When daylight saving finishes, 5:30pm to 5:30am comprises 13 actual hours.

When daylight saving commences, Employees will work according to the clock, but will still be paid for their normal rostered shift length.

When daylight saving finishes, Employees will work and be paid for their normal rostered shift length, unless they agree to work the additional time, in which case they will be paid at overtime rates for the additional time.

12.3 Overtime

An Employee called on to work overtime on a Saturday or Sunday (that is not continuous with work started on the previous day) will be paid for at least four hours at the appropriate rate.

Golding may require an Employee to work reasonable additional hours in addition to their rostered hours and be paid the applicable overtime rates.

12.4 Starting and Finishing

The shift starting and finishing place shall be at the allocated muster room, which may be varied by Golding in accordance with operational requirements.

Hot seat changeovers will be completed effectively.

12.5 Crib Breaks

A period of thirty minutes must be allowed each shift for crib. This period will be counted as time worked.

Where the rostered shift length is greater than 10.5 hours, two thirty minute breaks for crib will be allowed. Alternative crib break times may be agreed between Golding and affected Employees.

Where the stand alone period worked is less than five hours there is no crib break.

Where required by Golding, crib breaks must be staggered to ensure continuity of work. Payment for staggered or late crib is included in the hourly rates.

12.6 Rest Period After Overtime

Employees, unless otherwise instructed, are required to have a 10 hour break between the finish of an overtime shift and the commencement of their normal rostered shift. Where overtime has been authorised and worked on the preceding shift, such that a 10 hour break is not possible prior to the commencement of their next rostered shift, Employees will still have the 10 hour break and resume work on the next shift after such a break. Employees will not incur any loss of pay for ordinary hours of work occurring during such absences.

In a situation where Employees have to work on Golding instructions without a 10 hour break, they will be paid double time until released from duty.

12.7 Stand Down

Golding may stand down an Employee without pay for part or all of a day for refusal of duty, neglect of duty or misconduct, or if the Employee cannot be usefully employed in their usual classification because of a strike.

Golding may stand down an Employee without pay or may approve Annual Leave for part or all of a day if the Employee cannot be usefully employed in their usual classification because of a breakdown
of machinery that has lasted for more than four consecutive working days. The day of the breakdown is counted as one of the four consecutive working days if it is a working day.

12.8 Suspension with Pay
In circumstances where an Employee's conduct may lead to disciplinary action, Golding may at its discretion suspend the Employee without loss of pay while the Company investigates the matter.

The Employee will be notified in writing by Golding of his or her suspension.

Unless the Employee is on authorised leave, during any period of suspension the Employee must remain contactable and attend any meetings as reasonably required by Golding.

13 TERMINATION OF EMPLOYMENT

13.1 Termination by an Employee
An Employee must give two weeks' notice (in writing) to terminate employment or forfeit to Golding two week's pay, or the balance thereof, instead of giving that notice.

13.2 Termination by Golding
Golding must not terminate an Employee's employment unless the Employee has been given either the period of notice or payment instead of notice calculated as follows:

<table>
<thead>
<tr>
<th>If the Employee's period of continuous employment with Golding is</th>
<th>The period of notice must be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years or more</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

The required period of notice must be increased by one week if the Employee is over 45 years old and has completed at least two years continuous employment with Golding.

13.3 Payment in Lieu of Notice
Payment in lieu of notice must be at least the amount that the Employee would have been paid if the employment had continued to the end of the required period of notice.

13.4 Serious Misconduct
This clause does not affect Golding’s right to dismiss an Employee without notice for refusal of duty, neglect of duty or serious misconduct and in such cases the wages will be payable up to the time of dismissal only.

13.5 Redundancy
Where termination occurs due to redundancy, the Employee is entitled to a minimum of four weeks’ notice of termination or payment in lieu of notice.

Employees who have completed less than one year’s service with Golding at the time of redundancy shall be entitled to two week’s redundancy pay. Where an Employee has completed at least one year but less than two years of continuous service with Golding, the Employee shall be entitled to four weeks redundancy pay. Employees with two years’ service or greater shall be entitled to three weeks’ redundancy pay for each year of completed service with Golding.
A week’s pay for the purposes of this clause shall be the Employee’s Base Hourly Rate x average weekly rostered hours.

Golding is not liable for the payment if Golding obtains, or causes to be made available for the Employee work:

- that the Employee is competent to perform;
- in a position that carries similar terms and conditions as the Employee’s previous position;
- that can reasonably be regarded as permanent; and
- allows the Employee to reside in the same general locality as the Employee’s previous residence.

Despite anything in this clause, Golding may make application to the Fair Work Commission to be granted relief from the obligation to make a payment pursuant to this clause.

14 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

1. This term applies if the employer:
   a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
   b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

14.1 Major change

2. For a major change referred to in paragraph (1)(a):
   a) the employer must notify the relevant employees of the decision to introduce the major change; and
   b) subclauses (3) to (9) apply.

3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

4. If:
   a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   b) the employee or employees advise the employer of the identity of the representative;
   the employer must recognise the representative.

5. As soon as practicable after making its decision, the employer must:
   a) discuss with the relevant employees:
      i. the introduction of the change; and
      ii. the effect the change is likely to have on the employees; and
      iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
   b) for the purposes of the discussion—provide, in writing, to the relevant employees:
      i. all relevant information about the change including the nature of the change proposed; and
      ii. information about the expected effects of the change on the employees; and
      iii. any other matters likely to affect the employees.

6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

9. In this term, a major change is likely to have a significant effect on employees if it results in:
   a) the termination of the employment of employees; or
b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
d) the alteration of hours of work; or
e) the need to retrain employees; or
f) the need to relocate employees to another workplace; or
g) the restructuring of jobs.

14.2 Change to regular roster or ordinary hours of work

10. For a change referred to in paragraph (1)(b):
   a) the employer must notify the relevant employees of the proposed change; and
   b) subclauses (11) to (15) apply.

11. The relevant employees may appoint a representative for the purposes of the procedures in this term.

12. If:
   a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   b) the employee or employees advise the employer of the identity of the representative;

13. As soon as practicable after proposing to introduce the change, the employer must:
   a) discuss with the relevant employees the introduction of the change; and
   b) for the purposes of the discussion—provide to the relevant employees:
      i. all relevant information about the change, including the nature of the change; and
      ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
      iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
   c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

16. In this term:
    relevant employees means the employees who may be affected by a change referred to in subclause (1).

15 DISPUTES PROCEDURE

In the event of any dispute relating to a matter arising under this Agreement or the National Employment Standards, the following procedure will apply.

While the disputes procedure is being applied, there shall not be any stoppage of work by the Employee and work shall proceed in accordance with the safe and reasonable directions of management.

When a grievance arises, the matter shall in the first instance be discussed between the Employee and the immediate supervisor involved, and at the election of the Employee, an Employee Representative.

If the matter remains unresolved, it shall be referred in writing, by the person raising the grievance for further discussion involving the above parties, a nominated management representative and at the election of an Employee, an Employee representative.
If the matter remains unresolved, it may be referred for further discussion between the above parties and a more senior management representative. At this stage of the dispute, the Company or the Employee may appoint a representative, including at the election of the Employee, a District Official of the relevant union.

If the matter remains unresolved, the dispute may be referred to the FWC for conciliation.

If the matter remains unresolved and if the parties agree, the matter may be referred to the FWC for arbitration. However, on up to 4 occasion during the nominal term of this Agreement, the agreement of Golding to arbitration by the FWC of CFMMEU dispute applications shall not be required.

Where the FWC arbitrates a matter, subject to any right to appeal to a Full Bench of the FWC, the decision shall be binding on the parties.

By agreement between the parties and in the interests of speedy resolution, any or all of the aforementioned steps may be bypassed and the dispute may be referred directly to the FWC.

A party to the dispute may appoint a representative, including a District Official of the relevant union, where the matter is referred to the FWC for conciliation or arbitration.

16 EMPLOYEE REPRESENTATION

An Employee who is elected as an Employee representative will be granted reasonable time during working hours to consult with affected Employees about matters relating to the application of this Agreement and in relation to the Disputes Procedure above.

Employee representatives must obtain the approval of their Manager (or their designate) before leaving their place of work.

Where an Employee representative requests leave to carry out their duties as a representative, unpaid leave must be requested from their Manager (or their designate). The request for unpaid leave must detail the reason for the leave and the request will be considered subject to the needs of the business.

17 INDIVIDUAL FLEXIBILITY AGREEMENT

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
   a) the agreement deals with 1 or more of the following matters:
      i. arrangements about when work is performed;
      ii. overtime rates;
      iii. penalty rates;
      iv. allowances;
      v. leave loading; and
   b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
   c) the arrangement is genuinely agreed to by the employer and employee.

2. The employer must ensure that the terms of the individual flexibility arrangement:
   a) are about permitted matters under section 172 of the Fair Work Act 2009; and
   b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
   c) result in the employee being better off overall than the employee would be if no arrangement was made.

3. The employer must ensure that the individual flexibility arrangement:
   a) is in writing; and
   b) includes the name of the employer and employee; and
   c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
   d) includes details of:
      i. the terms of the enterprise agreement that will be varied by the arrangement; and
ii. how the arrangement will vary the effect of the terms; and
iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
e) states the day on which the arrangement commences.

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

5. The employer or employee may terminate the individual flexibility arrangement:
a) by giving no more than 28 days written notice to the other party to the arrangement; or
b) if the employer and employee agree in writing — at any time.
## SIGNATURES

### Representative of Golding Contractors Pty Ltd:

<table>
<thead>
<tr>
<th>Signature:</th>
<th>[Signature]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name:</td>
<td>Mark Ruston</td>
</tr>
<tr>
<td>Address:</td>
<td>Level 2, 40 McDougall St Milton QLD 4064</td>
</tr>
<tr>
<td>Authority to Sign (Position):</td>
<td>General Manager - Mining</td>
</tr>
<tr>
<td>Date:</td>
<td>08 / 04 / 2020</td>
</tr>
</tbody>
</table>

### Representative of the CFMMEU Mining and Energy Division:

<table>
<thead>
<tr>
<th>Signature:</th>
<th>[Signature]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name:</td>
<td>Jeffrey Drayton</td>
</tr>
<tr>
<td>Address:</td>
<td>67A Aberdare Road Aberdare NSW 2325</td>
</tr>
<tr>
<td>Authority to Sign (Position):</td>
<td>Vice President CFMMEU Northern Mining and NSW Energy District</td>
</tr>
<tr>
<td>Date:</td>
<td>08 / 04 / 2020</td>
</tr>
</tbody>
</table>
APPENDIX 1 – PENALTY PAYMENTS

The following penalty payments are used to calculate the Roster Allowance and therefore the Total Salaries for new rosters. They are also used to calculate any payments for hours worked in addition to the hours already included in an Employee’s rostered hours of work and to calculate payments in addition to those included in the Total Salaries eg. working on public holidays that might be gazetted from time to time and which are in addition to the 12 used to calculate the Total Salaries.

<table>
<thead>
<tr>
<th>Penalty</th>
<th>Payment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinary hours Monday to Friday</td>
<td>100% of the Base Hourly Rate</td>
</tr>
<tr>
<td>Ordinary hours on a Saturday and Sunday</td>
<td>200% of the Base Hourly Rate</td>
</tr>
<tr>
<td>Overtime except public holidays</td>
<td>200% of the Base Hourly Rate</td>
</tr>
<tr>
<td>Afternoon shift(^1)</td>
<td>Loading of 15% of the Base Hourly Rate for ordinary hours</td>
</tr>
<tr>
<td>Night shift(^2)</td>
<td>Loading of 25% of the Base Hourly Rate for ordinary hours</td>
</tr>
<tr>
<td>Nightshift on 7 day rosters and permanent night shift rosters(^3)</td>
<td>Loading of 25% of the Base Hourly Rate on all rostered hours</td>
</tr>
<tr>
<td>Ordinary hours on a public holiday(^4)</td>
<td>300% of the Base Hourly Rate</td>
</tr>
<tr>
<td>Overtime on a public holiday(^4)</td>
<td>300% of the Base Hourly Rate</td>
</tr>
<tr>
<td>RDO on a public holiday</td>
<td>Base Hourly Rate for ordinary hours of normal shift</td>
</tr>
</tbody>
</table>

\(^1\) Afternoon shift – ordinary hours finish after 6.00pm and at or before midnight
\(^2\) Night shift – ordinary hours finish after midnight and at or before 8.00am
\(^3\) Permanent night shift - works night shift for > 4 consecutive weeks or roster does not give 1/3\(^\text{rd}\) of time off night shift
\(^4\) These penalties and payment rates are to be inclusive of the amount already included in the Total Salary for an ordinary rostered day, which is worked by an Employee not normally required to work on public holidays, or which is later gazetted as a public holiday in addition to the 12 used to calculate the Total Salaries
APPENDIX 2 - CURRENT 7 DAY NIGHT 12 HR ROSTER – MAINTENANCE OPERATIONS

| Day  | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| A    | D | D | D | D | N | N | N | N | N | N | N | N | N | N | N | D | D | D | D | D | D | D | D | D | D | D | D |
| B    | N | N | N | N | D | D | D | D | D | D | D | D | D | D | D | N | N | N | N | N | N | N | N | N | N | N | N |
| C    | D | D | D | D | D | D | D | D | D | D | D | D | D | D | D | N | N | N | N | D | D | D | D | D | D | D | D |
| D    | N | N | N | N | D | D | D | D | D | D | D | D | D | D | D | N | N | N | N | N | N | N | N | N | N | N | N |

CURRENT SHIFT TIMES

Dayshift 05:30 am to 17:30 pm

TOTAL REMUNERATION

<table>
<thead>
<tr>
<th></th>
<th>Base Salary</th>
<th>Roster Allowance*</th>
<th>Total Salary</th>
<th>Production Allowance</th>
<th>Trade Allowance</th>
<th>Pit Services Allowance **</th>
<th>Superannuation</th>
<th>Total Remuneration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Technician</td>
<td>$64,719</td>
<td>$60,132</td>
<td>$124,851</td>
<td>$11,180</td>
<td>$9,204</td>
<td>-</td>
<td>$13,797</td>
<td>$159,032</td>
</tr>
<tr>
<td>Operations Technician</td>
<td>$62,572</td>
<td>$58,137</td>
<td>$120,708</td>
<td>$11,180</td>
<td>-</td>
<td>$3,000</td>
<td>$12,529</td>
<td>$147,418</td>
</tr>
<tr>
<td>Operations Technician in Training</td>
<td>$53,526</td>
<td>$49,732</td>
<td>$103,259</td>
<td>$11,180</td>
<td>-</td>
<td>-</td>
<td>$10,872</td>
<td>$125,310</td>
</tr>
</tbody>
</table>

*Includes working all rostered public holidays
** Pit Services Allowance provided to Serviceperson only.
APPENDIX 3 – CURRENT 7 DAY ONLY 12 HR ROSTER – MAINTENANCE OPERATIONS (DAY ONLY)

<table>
<thead>
<tr>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>M</td>
<td>T</td>
<td>W</td>
</tr>
<tr>
<td>A</td>
<td>D</td>
<td>D</td>
<td>D</td>
</tr>
<tr>
<td>B</td>
<td>D</td>
<td>D</td>
<td>D</td>
</tr>
</tbody>
</table>

CURRENT SHIFT TIMES

Dayshift 05:30 am to 17:30 pm

TOTAL REMUNERATION

<table>
<thead>
<tr>
<th></th>
<th>Base Salary</th>
<th>Roster Allowance*</th>
<th>Total Salary</th>
<th>Production Allowance</th>
<th>Trade Allowance</th>
<th>Superannuation</th>
<th>Total Remuneration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Technician</td>
<td>$64,719</td>
<td>$50,424</td>
<td>$115,143</td>
<td>$11,180</td>
<td>$9,204</td>
<td>$12,875</td>
<td>$148,402</td>
</tr>
<tr>
<td>Operations Technician</td>
<td>$62,572</td>
<td>$48,751</td>
<td>$111,323</td>
<td>$11,180</td>
<td>-</td>
<td>$11,638</td>
<td>$134,140</td>
</tr>
<tr>
<td>Operations Technician in Training</td>
<td>$53,526</td>
<td>$41,703</td>
<td>$95,230</td>
<td>$11,180</td>
<td>-</td>
<td>$10,109</td>
<td>$105,339</td>
</tr>
</tbody>
</table>

*Includes working all rostered public holidays
## APPENDIX 4 – CURRENT MONDAY TO FRIDAY DAY ONLY 10 HR ROSTER – MAINTENANCE OPERATIONS

<table>
<thead>
<tr>
<th>Day</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
<th>S</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
<th>S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week 1</td>
<td>A</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td></td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Week 2</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td></td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CURRENT SHIFT TIMES**

Dayshift 05:30 am to 16:00 pm

## TOTAL REMUNERATION

<table>
<thead>
<tr>
<th></th>
<th>Base Salary</th>
<th>Roster Allowance*</th>
<th>Total Salary</th>
<th>Production Allowance</th>
<th>Trade Allowance</th>
<th>Superannuation</th>
<th>Total Remuneration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Technician</td>
<td>$64,719</td>
<td>$52,913</td>
<td>$117,632</td>
<td>$11,180</td>
<td>$9,204</td>
<td>$13,112</td>
<td>$151,128</td>
</tr>
<tr>
<td>Operations Technician</td>
<td>$62,572</td>
<td>$51,157</td>
<td>$113,729</td>
<td>$11,180</td>
<td>-</td>
<td>$11,866</td>
<td>$136,775</td>
</tr>
</tbody>
</table>

* Does not include working public holidays