



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Golding Contractors Pty Ltd
(AG2024/1376)

GOLDING CONTRACTORS PTY LTD KOGAN CREEK MINE AGREEMENT 2024

Coal industry

COMMISSIONER MCKINNON

SYDNEY, 8 MAY 2024

Application for approval of the Golding Contractors Pty Ltd Kogan Creek Mine Agreement 2024

[1] Golding Contractors Pty Ltd has applied for approval of a single enterprise agreement known as the *Golding Contractors Pty Ltd Kogan Creek Mine Agreement 2024* (the Agreement).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the *Fair Work Act 2009* as are relevant to this application for approval have been met.

[3] The Agreement is approved and will operate from 15 May 2024. The nominal expiry date of the Agreement is 7 November 2027.

[4] The Agreement covers the Mining and Energy Union.



COMMISSIONER

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<AE524553 PR774644>



Golding Contractors Pty Ltd
Kogan Creek Mine Agreement 2024

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1. Title

This Agreement shall be known as the Golding Contractors Pty Ltd Kogan Creek Mine Agreement 2024 ('Agreement').

2. Other Awards & Agreements

This Agreement sets out provisions and entitlements for Employees employed by Golding Contractors Pty Ltd ('Golding') when such Employees are engaged to perform work at the Kogan Creek Mine and covered by the classifications set out in this Agreement.

This is a standalone Agreement and excludes all terms of any award, agreement, notional agreement or other industrial instrument or arrangement that would otherwise apply to such Employees whilst engaged under this Agreement with the exception of any Clause that refers to the Award. This Agreement incorporates all benefits or compensation for rest breaks, incentive-based payments and bonuses, annual leave loadings, monetary allowances, loadings for working overtime and penalty rates.

This Agreement shall be read subject to the National Employment Standards ('NES') which shall have effect in accordance with the *Fair Work Act 2009*.

3. Definitions

In this Agreement except where otherwise clearly indicated the following definitions shall apply:

- (a) **"Annual Salary"** means the projected salary earnings per annum, excluding Superannuation, for the applicable projected rostered hours per annum.
- (b) **"Award"** means the *Black Coal Mining Industry Award 2020*
- (c) **"Casual Employee"** means an Employee who is a casual employee within the meaning of the *Fair Work Act 2009*(Cth) and who is engaged by Golding to perform work at the Kogan Creek Mine in classifications set out in this Agreement
- (d) **"Kogan Creek Mine"** means work performed on the Kogan Creek mining lease and within the physical boundaries covered by the scope of the Contract.
- (e) **"Day Shift"** means a shift commencing between 5:00 am and 7:00 am and after the pre-start times.
- (f) **"Employees"** means Permanent Employees and Casual Employees covered by the classifications set out in this Agreement.
- (g) **"Golding"** means Golding Contractors Pty Ltd.
- (h) **"Immediate family or household member"** includes a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee, or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee and includes any member of the Employee's residing household.
- (i) **"Night Shift"** means a shift commencing between 5:00 pm and 7:00 pm and after the pre-start times.
- (j) **"Ordinary Hours"** means 35 hours per week, or an average of 35 hours per week over a Roster Cycle.
- (k) **"Parties"** means Golding Contractors Pty Ltd, each of its Employees bound by this Agreement, and the Mining and Energy Union.

- (l) **“Permanent Employee”** means an Employee engaged by Golding to work at the Kogan Creek Mine in a full time capacity in classifications set out in this Agreement.
- (m) **“Roster Hourly Rate”** means the applicable Annual Salary (exclusive of superannuation) divided by the number of projected rostered hours per annum to calculate the Permanent Flat Hourly Rate (for full time employees) and Casual Flat Hourly Rate (for casual employees, as specified in Appendix 1).
- (n) **“Roster Cycle”** means the period over which a roster repeats and over which a full time Employee’s Ordinary Hours average 35.
- (o) **“Rostered Hours”** means the normal hours rostered and worked by Employees.
- (p) **“Serious Misconduct”** means behaviour or conduct as outlined in section 1.07 of the Fair Work Regulations.
- (q) **“SHMS”** means the Golding Kogan Creek Mine Safety and Health Management System.
- (r) **“Union”** means the Mining and Energy Union.

4. Objectives

The objective of this Agreement is to establish cost effective operations based on the following principles:

- (a) **Safety in the Workplace:** The Parties are committed to establishing and maintaining an environment in the workplace where the parties are aware of safety risks, are committed to reducing these risks and the ongoing improvement in Workplace Health and Safety, and are provided with the knowledge and resources to do so in accordance with the SHMS.
- (b) **Quality of Lifestyle:** This Agreement, and in particular the nominated rosters, has been developed in consideration of providing Employees and their families with the most suitable system of working, as well as Golding’s requirements for operational needs, flexibility, safety and cost efficiency.
- (c) **Co-operation and Teamwork:** The Parties are committed to establishing a cooperative working environment where the contribution of all Employees is valued and encouraged and individuals work as a team to achieve the goals of the operation.
- (d) **Skilled and Flexible Team:** The Parties are committed to establishing a workplace without demarcation where the ability of Employees to perform various duties is determined by skill, competence, training and safety and rewarded with appropriate remuneration. Golding supports the ongoing training of Employees, subject to the operational requirements of Golding.
- (e) **High Productivity:** The Parties are committed to maximising productivity and seeking ways to continuously improve productivity, but not at the expense of safety to themselves or any other person.
- (f) **Low Operating Costs:** The Parties recognise that commercial viability and future security of employment depends ultimately on providing a high quality service to the client at the lowest cost possible. The Parties are committed to establishing a workplace where all Employees are conscious of operating costs and seek to continuously reduce them.
- (g) **Efficient Use of Capital:** The Parties recognise that the capital facilities of the enterprise are provided by Golding and need to be efficiently used to generate funds for replacement of facilities and to provide Golding with a reasonable return on their investment. The Parties will seek to continuously improve the utilisation of capital facilities.
- (h) **Equipment Care:** The parties are committed to operate equipment with due care to maximise

equipment availability and minimise or eliminate equipment damage.

- (i) **Continuous Improvement:** The Parties are committed to seeking continuous improvement in all aspects of the operation.

5. Consultation

Golding will encourage the involvement of all Employees at the Kogan Creek Mine to discuss the implementation and operation of this Agreement. The prime function of this involvement is to ensure that all disputes and matters are resolved between the on-site Parties to maximise the success of the work undertaken.

6. Operation of this Agreement

This Agreement shall be binding on Golding, the Union and each of the Employees engaged in performing work for Golding at the Kogan Creek Mine.

7. Term of the Agreement

This Agreement shall commence operation seven (7) days after approval from the Fair Work Commission. The nominal expiry date of the Agreement will be the 7th of November 2027 (**Nominal Expiry Date**).

8. Contract of Employment

Employment shall be on a fortnightly basis for Permanent Employees and on a daily basis for Casual Employees. Golding may direct Employees to carry out such duties and use such tools and equipment as are within the Employees' recognised skills, competence and training. An Employee not attending for or not performing such work shall, except as otherwise provided, lose payment for the actual time of such non-attendance or non-performance.

8.1. Termination by Golding

Serious Misconduct: Golding retains the right to dismiss an Employee without notice for any reason it views as Serious Misconduct. In such circumstances, Employees shall only be paid up to the time of dismissal.

Other Circumstances: Golding shall not terminate an Employee's employment other than in accordance with the provisions of the Fair Work Act 2009.

The notice period for termination by Golding, other than for Serious Misconduct is:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one (1) week if the Employee is over 45 years old and has completed at least two (2) years of continuous service with Golding.

Golding may make a payment in lieu of notice of termination equivalent to all or part of the notice period. Employees wishing to terminate their employment may do so by giving written notice as per the above

table.

8.2. Company Right to Deduct Payment

This Clause shall not affect the right of, or any obligation upon, Golding to refuse to make a payment for any day or portion thereof during which the Employee is stood down as a result of refusal of duty, neglect of duty, or misconduct on the part of the Employee or to refuse to make a payment for any day or portion thereof during which the Employee is partaking in industrial action or cannot be usefully employed because of any industrial action.

Where a breakdown of machinery or unforeseen circumstance results in Golding being unable to carry out its contracted business for more than four (4) days Golding shall have the right to apply the same stand down provisions as provided for in Clause 19.

8.3. Employment Status

Upon engagement by Golding, each Employee shall be advised in writing of whether they are employed as a Permanent Employee or a Casual Employee as defined.

9. Duties

There will be no demarcation what-so-ever at the Kogan Creek Mine. Employees will perform various duties and tasks flexibly as required by Golding provided the duties/tasks are within the Employee's skill, competency and are safe as reasonably required by Golding. Maximising the Employees' skills and performing work flexibly will support increased efficiency and productivity.

Employees at all levels will be expected to carry out their duties flexibly according to operational and statutory requirements as advised by Golding. The parties acknowledge that staff may, as required, undertake work in production and maintenance activities. The forgoing will not be used to permanently replace production or engineering Employees within crews.

Where an Employee does not perform the required work in accordance with this Agreement, the Employee is not entitled to payment for that period.

An Employee absent from work is not entitled to payment for the period of absence unless the absence is agreed by Golding, or permitted by the Fair Work Act 2009 or any other applicable law.

10. Rates of Pay

10.1. Calculation

Rates of pay for Employees are outlined in Appendix 1 and have been calculated taking into account the following:

- (a) Roster cycles;
- (b) Normal hours averaged over the relevant roster cycle (comprising 35 Ordinary Hours on average per week plus agreed reasonable additional hours as part of the work roster);
- (c) Consideration for all disabilities, allowances (including tool allowance in the case of Maintenance Mineworkers) and penalties (including but not limited to overtime and public holiday penalties) paid whilst working the relevant roster cycle;
- (d) Conditions associated with working at the Kogan Creek Mine and the nature of the operations; and
- (e) Starting and finishing times and places, including all necessary pre-start activities, safety meetings and hot seat change duties as required by Golding.

If an Employee works an extra rostered Night Shift they will receive a 15% loading on top of their Roster

Hourly Rate of pay for the hours worked in an extra rostered Night Shift.

The rates of pay contained within this Agreement are all encompassing and include all allowances and other payments. No additional payment will be made for any allowance, which may otherwise apply or may be sought on the project with the exception of the working of an extra rostered Night Shift allowance as described above and, where applicable, the Emergency Response Team Member Allowance (clause 11), the Trainee Assessor Allowance (clause 11) and the Trades Allowance (clause 12). The casual rates of pay are inclusive of casual loadings.

An Employee who 'steps up' and works for three (3) hours or more at a classification level higher than their normal classification level, shall be paid the relevant Roster Hourly Rate of pay for the shift. An Employee will not be paid less than the applicable Roster Hourly Rate of pay for their appointed classification when undertaking alternate work.

10.2. Increases

The following increases to the Roster Hourly Rates set out in Appendix 1 will be paid from the first full pay period after the 7th of November each year, from 2024 to 2026 inclusive:

- (a) 2% Increase; or
- (b) If the '*All Groups CPI Percentage Change From Same Quarter Last Year for Brisbane (%)*' outlined by the Australian Bureau of Statistics (ABS) for the quarter ending September of each year (published in October) is greater than 2% then an increase in line with the above CPI will be paid up to a maximum of 4.0%.

For the avoidance of doubt:

- (a) Increases will be applied from the first full pay period after the 7th of November of each applicable year; and
- (b) there will be 3 increases to the Roster Hourly Rates set out in Appendix 1 over the nominal life of this Agreement.

10.3. Payment

Employees will be paid fortnightly by direct deposit into an account nominated by the Employee with a bank or other financial institution recognised by Golding. Payment will be made on a Monday to Friday (i.e. not weekends) as nominated by Golding.

The payment made each fortnight will be equivalent to the applicable Roster Hourly Rate for the number of hours worked in the fortnightly pay period.

On a fortnightly basis, Golding will issue each Employee with a statement, which sets out in detail the total amount of wages to which the Employee is entitled, including leave entitlements, details of any deductions made and the net amount paid to each Employee.

Upon termination of employment, monies due to an Employee shall be paid within two (2) week days (i.e. Monday to Friday) of such termination to the Employee's nominated account.

10.4. Salary Sacrifice

Employees shall be able to salary sacrifice a proportion of their salary (as a percentage) into their nominated Superannuation fund or salary sacrifice provider according to the rules of the Australian Tax Office and relevant legislation. The Employee acknowledges that any liability incurred by Golding or the Employee under any taxation laws due to salary sacrificing other than a one off initial set up shall be borne by the Employee from the entitlements.

Any amount salary sacrificed is in lieu of Golding's commitment to pay the equivalent amount of wages under this Agreement. The reduced rate of pay and salary sacrifice contributions apply to periods of

annual leave, long service leave, sick leave and other periods of paid leave. Termination and redundancy payments, if any, are calculated by reference to the pre-salary sacrificed rate of pay and without the sacrificed benefit.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year, such requests being made in October and April each year. The variation will be effective from the next contributing month. These contributions can be terminated at any time from the end of that contributing month, by the written request of the Employee. The Employee is responsible for seeking appropriate financial advice when entering into any arrangement under this Clause. Golding has the right to vary and/or withdraw from offering salary sacrifice to Employees with one month's notice if there is any alteration to relevant legislation that is detrimental to the salary sacrifice arrangements or Golding.

11. Emergency Response Team Member Allowance and Trainer / Assessor Allowance

11.1. Emergency Response Team Member Allowance

Subject to this clause, Employees who are designated by Golding as an Emergency Response Team Member will be paid an annual allowance of \$2500 (gross), calculated per shift worked and paid fortnightly. The per shift amount will be calculated on a pro-rata basis based on dividing the annual allowance by the number of shifts on the relevant Roster Cycle over a 12-month period.

The purpose of the emergency response team allowance is to recognise the special requirements of an appointed Emergency Response Team member, including the achievement of and maintaining of, legislative and other mandatory qualifications required to perform emergency response duties.

To remain eligible for this allowance, an Employee is required to be appointed by Golding to perform such duties and at all times hold the appropriate qualifications. This allowance compensates the Employee for all training time, including training time that may occur outside of the Employee's rostered work days.

The Emergency Response Team Member allowance will be paid on worked shifts only.

11.2. Trainer / Assessor Allowance

Subject to this clause, Employees who are designated by Golding as a Trainer / Assessor will be paid an annual allowance of \$2500 (gross), calculated per shift worked and paid fortnightly. The per shift amount will be calculated on a pro-rata basis based on an assumption that the Employee works every shift on the roster cycle over a 12-month period.

The purpose of the Trainer / Assessor allowance is to recognise and compensate those Employees who are qualified and nominated by Golding to perform training and assessment duties. To remain eligible for this allowance, an Employee is required to be appointed by Golding to perform such duties and at all times hold the appropriate qualifications.

This allowance compensates the Employee for all training time, including training time that may occur outside of the Employee's rostered work days.

The Trainer/Assessor allowance will be paid on worked shifts only.

12. M2 and M3 Trade Allowance

Trade qualified maintainers appointed by Golding to classification M2 and M3 will be paid an annual allowance of \$4000 (gross), calculated per shift worked and paid fortnightly (being \$153.85 fortnightly), including on all paid leave. This allowance will not be paid on unpaid leave.

13. Classifications

Golding Appointed Classification	Description
Trainee (Up to 6 months) (80% of O1)	A Trainee is an Employee engaged by Golding whom has no or limited recognised mining skills and who is required to undertake the trainee program. A Trainee will be paid at this level for no longer than 6 months after which they will be paid at the relevant rate.
Operator Level 1 (O1)	<p>An Employee who is assessed by Golding as being competent to perform the required duties in a variety of production/maintenance circumstances and under limited supervision.</p> <p>This classification is achieved by utilising the skills required and on appointment from Golding.</p> <p>This classification includes all truck and water cart operators.</p>
Operator Level 2 (O2)	<p>An Employee who is assessed by Golding as being competent to perform the required duties in a variety of production/maintenance circumstances and under limited supervision.</p> <p>This classification is achieved by utilising the skills required and on appointment from Golding.</p> <p>This classification requires one or more of Operator Level 1 (O1) plus one or more of the following: grader, dozer, excavator, loader and ROM loader.</p>
Operator Level 3 (O3)	<p>An Employee who is assessed by Golding as being competent to perform the required duties in a variety of production/maintenance circumstances and under limited supervision.</p> <p>This classification is achieved by utilising the skills required and on appointment from Golding.</p> <p>This classification requires one or more of Operator Level 2 (O2) plus one or more of the following primary mine production units: push dozer, excavator and loader.</p>
Maintenance Level 1 (M1) Serviceperson	<p>An Employee who is assessed by Golding as being competent to perform the required duties in a variety of production/maintenance circumstances and under limited supervision.</p> <p>This classification is achieved by utilising the skills required and on appointment from Golding.</p>
Maintenance Level 2 (M2) Maintenance Tradesperson	<p>An Employee who is assessed by Golding as being competent to perform the required duties in a variety of production/maintenance circumstances and under limited supervision.</p> <p>This classification is achieved by utilising the skills required and on appointment from Golding.</p>

Golding Appointed Classification	Description
Maintenance Level (M3) Maintenance Leading Hand Tradesperson	<p>An Employee who is assessed by Golding as being competent to perform the required duties in a variety of production/maintenance circumstances and under limited supervision.</p> <p>This classification is achieved by utilising the skills required and on appointment from Golding.</p>

13.1. Apprentices

Apprentice Employees will be paid at the following percentage of a Maintenance Level 2 (M2) Roster Hourly Rate:

- (a) First year 45%;
- (b) Second year 60%;
- (c) Third year 75%; and
- (d) Fourth year 90%.

An adult apprentice is a person who is 21 years of age or older when they commence a three year apprenticeship. Adult apprentices will be paid at the following percentage of a Maintenance Level 2 (M2) Roster Hourly Rate:

- (a) First year 80%;
- (b) Second year 90%; and
- (c) Third year 95%.

An Employee who enters into an apprenticeship, shall receive no less than an amount equivalent to the rates of pay for Apprentices in Schedule A, A.6 of the Award.

13.2. Casual Employees

Casual Employees will be paid the Casual Flat Hourly Rates as outlined in Appendix 1 which have been calculated on the assumption that a full 4 week Roster Cycle is worked.

As a safeguard, to ensure that a casual employee can never be disadvantaged by their Casual Flat Hourly Rate, if a Casual Employee:

- (a) does not work a full Roster Cycle; or
- (b) works a Roster Cycle that includes a public holiday; or
- (c) works overtime in addition to their Roster Cycle hours,

Golding will ensure that that Casual Employee is paid, over the 4 week Roster Cycle, the higher of either their Casual Flat Hourly Rate for all hours worked in that Roster Cycle, or the remuneration they would have received under the Award at the relevant time (incorporating, if the Award does not have a casual loading for the employee's classification, a 25% casual loading on the Award base rates at the relevant time the work is performed). The Casual rates of pay exclude a Casual Employee from:

- (a) Clause 23 Severance and Retrenchment Pay;

- (b) Clause 25 in respect of payments for Public Holidays not worked;
- (c) Clause 27 Annual Leave;
- (d) Clause 28 Personal Leave (except for Unpaid Carers Leave);
- (e) Clause 29 Paid Compassionate Leave;
- (f) Clause 34 Jury Service; and
- (g) Clause 8 notice on termination (or payment in lieu of that notice).

For the avoidance of doubt, Casual Employees will receive Superannuation in accordance with this Agreement.

14. Right to request casual conversion

Where a Casual Employee has been employed for 6 months, the NES provides for certain rights of conversion to either full or part-time employment.

15. Superannuation

Golding will make superannuation contributions capped to the maximum contributions base in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth) as amended from time to time, into the Employee's nominated superannuation fund, any 'stapled fund' for the Employee, as determined by the Australian Tax Office, or, if no fund has been nominated by the Employee, in Golding's default superannuation fund which must offer a MySuper product (as defined in the *Superannuation Guarantee Administration Act 1992* (Cth)).

Superannuation will be paid on the applicable Roster Hourly Rate of pay as outlined in Appendix 1 for all normal Rostered Hours worked. Superannuation is not paid on hours additional to the Rostered Hours.

16. Work Clothes & Personal Protective Equipment (PPE)

Each Employee shall be issued on commencement of employment with one work jacket, one pair of safety boots and work clothes comprising of four sets of industrial outer clothing, without charge from Golding. Clothing will be issued on a fair wear and tear basis (one for one) by their Supervisor or on the anniversary of appointment each year (without charge from Golding). Maintenance Employees will be issued with five (5) sets of industrial outer clothing and clothing may be replaced on a fair wear and tear, one for one basis.

An Employee's work jacket will be replaced every two (2) years, on a fair wear and tear one for one basis. Employees shall wear the clothes, safety boots and other safety equipment and personal protective equipment as deemed necessary and supplied by Golding.

Long sleeves and long pants are mandatory for all Employees.

All Employees shall wear appropriate eye and hearing protection in addition to those safety items otherwise prescribed by the SHMS or Golding Management.

Golding will supply one pair of prescription lenses free of charge to Employees requiring them to perform their duties and replace them on a fair wear and tear basis. As an alternative, Employees may choose to purchase their own prescription lenses required to perform their duties and Golding will reimburse the Employee in such circumstances (up to a maximum of \$300 plus GST) on proof of purchase (i.e. receipt or other evidence deemed suitable by Golding).

Any Employee who leaves of their own accord within 3 months of their commencement of employment may be required to reimburse Golding for the total cost of clothing, boots and prescription lenses

provided under this Clause.

In addition to the above, all Employees will be required to reimburse Golding for the cost of pre-employment medicals if they terminate their employment within three (3) months of commencement.

17. Hours of Work

Employees will be required to work rosters as nominated by Golding. The current rosters can be found in Appendix 1. Golding may change the commencement times and days of the roster as required by operational circumstances.

Changes shall be as agreed or where agreement cannot be reached notice shall be provided as per the Award.

Golding may implement alternative roster patterns and/or cycles to those listed in Appendix 1. Such roster patterns and cycles must comply with Golding fatigue management procedures. Alternate roster patterns may include permanent Day Shift or Night Shift, or continuous Day Shift and Night Shift rosters. Prior to changing rosters Golding will consult with affected Employees. Where agreement cannot be reached between Golding and affected Employees then Golding will provide twenty eight (28) days' notice of any roster change.

Where a roster change occurs, the Employee's projected Annual Salary and Roster Hourly Rate of pay shall be recalculated according to the formulae used in Appendix 1: Provided that the recalculation also ensures that the Employee's projected Annual Salary and Roster Hourly Rate of pay are higher than the provisions of the Award.

17.1. Starting and Finishing Times & Places

Starting and finishing times will be as nominated by Golding and may change from time to time to suit production requirements.

Employees shall be at the muster point ready to commence work at the commencement time of the shift.

The rates of pay in Appendix 1 include a component for these times spent in pre-start activities, hot seat changes, tool- box talks and safety meetings.

18. Overtime

For the purposes of this clause, "overtime" is a reference to hours in addition to the Rostered Hours of the Employees as set out in Appendix 1.

For Permanent Employees, any overtime worked shall be as agreed with the relevant Employee and paid at their applicable Roster Hourly Rate up to a maximum of 4 overtime shift (up to 12.5 hours a shift) per 4 week Roster Cycle. If additional shifts (i.e. over 4 overtime shifts per 4 week Roster Cycle) are required, and an Employee agrees to work the additional shift, the Employee will be paid either their applicable Roster Hourly Rate or the minimum overtime rate under the Award for the relevant shift (using Award base rates and Award penalty rate), whichever is higher.

For Casual Employees, any overtime worked shall be as agreed with the relevant Employee and paid at the applicable Casual Flat Hourly Rate subject to clause 13.2.

Any and all overtime must be approved by Golding prior and agreed with the affected Employee.

18.1. Rest Period after Additional Hours Worked

Where an Employee works beyond the length of the rostered shift or is recalled to work after completion of that shift, the Employee shall have a minimum ten (10) consecutive hours break before recommencing work without any loss of normal earnings.

18.2. Call Back

Payment for call back:

- (a) An Employee who is recalled to work overtime after leaving the mine will be paid at least four (4) hours at the appropriate rate for each time the Employee is recalled;
- (b) Except where unforeseen circumstances arise, the Employee will not be required to work the full hours if the job to be performed is completed within a shorter period.

The provisions of this Clause do not apply in the following cases:

- (a) Where it is customary for an Employee to return to the mine to perform a specific job outside the Employee's Rostered Hours; or
- (b) Where the overtime is continuous with the end or start of normal working time.

19. Stand Down

When circumstances (other than a shutdown as outlined in Clause 27.5 prevent Employees from performing their normal work Golding may direct Employees to perform other work (e.g. including but not limited to maintenance and/or training). Golding will explore all reasonable avenues available to find alternative work including training etc. for Employees in these circumstances. Alternatively, when other work ceases to be available Golding may direct Employees not to attend for work and shall pay the Employees as per their normal roster cycle for each day they are directed not to attend for work. This payment shall be made for any rostered shifts within a period of four (4) days. Thereafter, Employees can access and be paid any annual leave or eligible long service leave entitlements, or shall be stood down, without pay, until such time that work can resume.

20. Agreement Flexibility

- a) Golding and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - i. the agreement deals with 1 or more of the following matters:
 - A. arrangements about when work is performed;
 - B. overtime rates;
 - C. penalty rates;
 - D. allowances;
 - E. leave loading; and
 - ii. the arrangement meets the genuine needs of Golding and the Employee in relation to 1 or more of the matters mentioned in clause 20a)(i); and
 - iii. the arrangement is genuinely agreed to by Golding and the Employee.
- b) Golding must ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.

- c) Golding must ensure that the individual flexibility arrangement:
 - i. is in writing; and
 - ii. includes the name of Golding and the Employee; and
 - iii. is signed by Golding and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - iv. includes details of:
 - A. the terms of the enterprise agreement that will be varied by the arrangement; and
 - B. how the arrangement will vary the effect of the terms; and
 - C. 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
 - v. states the day on which the arrangement commences.
- d) Golding must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) Golding or the Employee may terminate the individual flexibility arrangement:
 - i. by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if Golding and the Employee agree in writing—at any time.

21. Consultation Requirements

21.1. Application

- a) This term applies if Golding:
 - i. 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
 - ii. proposes to introduce a change to the regular roster or Ordinary Hours of work of Employees.

21.2. Major change

- a) For a major change referred to in clause 21.1a):
 - i. Golding must notify the relevant Employees of the decision to introduce the major change; and
 - ii. clauses 0b) to h) apply.
- b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- c) If:

- i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise Golding of the identity of the representative;
- Golding must recognise the representative.
- d) As soon as practicable after making its decision, Golding must:
- i. discuss with the relevant Employees:
 - D. the introduction of the change; and
 - E. the effect the change is likely to have on the Employees; and
 - F. measures Golding is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - ii. for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - A. all relevant information about the change including the nature of the change proposed; and
 - B. information about the expected effects of the change on the Employees; and
 - C. any other matters likely to affect the Employees.
- e) However, Golding is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- f) Golding must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- g) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Golding, the requirements set out in clause 0a)(i) and clauses 0b) and d) and are taken not to apply.
- h) In this term, a major change is likely to have a significant effect on Employees if it results in:
- iii. the termination of the employment of Employees; or
 - iv. major change to the composition, operation or size of Golding's workforce or to the skills required of Employees; or
 - v. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - vi. the alteration of hours of work; or
 - vii. the need to retrain Employees; or
 - viii. the need to relocate Employees to another workplace; or
 - ix. the restructuring of jobs.

21.3. Change to regular roster Ordinary Hours of work

- a) For a change referred to in clause 21.1a)(ii)

- i. Golding must notify the relevant Employees of the proposed change; and
 - ii. clauses 21.3b) to f) apply.
- b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- c) If:
- i. a relevant Employees appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise Golding of the identity of the representative,
- Golding must recognise the representative.
- d) As soon as practicable after proposing to introduce the change, Golding must:
- i. discuss with the relevant Employees the introduction of the change; and
 - ii. for the purposes of the discussion—provide to the relevant Employees:
 - A. all relevant information about the change, including the nature of the change; and
 - B. information about what Golding reasonably believes will be the effects of the change on the Employees; and
 - C. information about any other matters that Golding reasonably believes are likely to affect the Employees; and
 - D. 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).
- e) However, Golding is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- f) Golding must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

21.4. Definition

In this clause **relevant Employees** means the Employees who may be affected by a change referred to in clause 21.1.

22. Grievance Procedure

In the event of any dispute arising as to the interpretation of this Agreement, National Employment Standards or any dispute arising in the course of employment, there shall not be any stoppage of work whether by Golding or Employees and if such dispute is not settled, it shall be processed as follows:

- Step 1: When a grievance arises the matter shall in the first instance be discussed between the Employee or Employees and their immediate Supervisor or Superintendent.
- Step 2: If the matter remains unresolved at Step 1, the matter shall be referred for further discussions between the Employee and the Project Manager. The Employee may elect to have an Employee representative of their choosing involved in these discussions. At this stage the Employee must submit their grievance in writing to the Project Manager.

- Step 3: If the matter remains unresolved at Step 2, the matter shall be referred for further discussions between the Employee and a more senior Golding representative. The Employee may elect to have an Employee representative of their choosing involved in these discussions.
- Step 4: If the matter remains unresolved, it may be referred by either of the parties to the Fair Work Commission for conciliation. Where the matter is referred to the Fair Work Commission for conciliation, the parties, with the assistance of the Commission, will genuinely attempt to reach agreement to resolve the matter in dispute.
- Step 5: If the matter in dispute remains unresolved at Step 4 of this procedure, either of the parties may refer the matter in dispute to the Fair Work Commission for determination. It is the intention of the parties that in fulfilment of Step 5, the Commission shall exercise the functions and powers according to the Fair Work Act 2009. Accordingly, the parties expressly confer upon the Fair Work Commission, the full range of conciliation and arbitration powers necessary to resolve the matter in dispute.

Employees may choose to be represented at any Step of this procedure.

23. Severance & Retrenchment Pay

The provisions of this Clause do not affect the right of Golding to dismiss an Employee without notice for refusal of duty, neglect of duty or gross misconduct.

23.1. Retrenchment Process

Before any Permanent Employees are retrenched, Golding will consult with affected Permanent Employees and, where relevant, their representatives. Consultation shall include:

- (a) The reasons for the proposed retrenchments;
- (b) The type and number of roles anticipated to be effected; and
- (c) Opportunity for Employees to propose alternatives to retrenchments.

Employees will be selected for retrenchment based on Golding's business requirements. A selection criteria for retrenchment will include:

- (a) Safe work behaviour;
- (b) Technical skills; and
- (c) Individual performance management records.

Individual Employees will be provided feedback in relation to their selection for redundancy where requested. Requests for voluntary redundancy will be considered where such a redundancy does not compromise business requirements.

23.2. Payment

An Employee who is retrenched and has a minimum of one (1) year's continuous service shall be entitled to receive from Golding for each completed year of service, severance pay calculated at the rate of 105 hours pay and pro rata for part years thereafter.

An Employee will be paid out all accrued personal leave hours on redundancy.

An Employee is not entitled to severance pay as provided in this Clause where Golding provides an offer of reasonable alternative employment. Reasonable alternative employment includes an offer of employment that is acceptable to the Employee or an offer that is:

- (a) Permanent full-time;
- (b) At a classification rate of pay the same or higher than that held by the Employee under this Agreement at the time of retrenchment; and
- (c) Allows the Employee to reside in the same general locality as per their role prior to redundancy.

For clarity, any Employee who agrees to transfer to another Golding project or site shall not receive payment under this Clause.

24. Meal Break

An Employee is entitled to paid meal breaks of:

- (a) For shifts of up to and including 10.5 hours, 1 x 30 minute meal break; or
- (b) For shifts of more than 10.5 hours, 2 x 30 minute meal breaks.

For Day Shift up to and including 10.5 hour shifts, Employees shall commence their first meal break between the 4th and 6th hour from the start of their shift, taking into account the SHMS requirements of the operation.

No Employee shall be required to work more than six (6) hours on any Day Shift or five (5) hours on any Night Shift, without a meal break.

25. Public Holidays

25.1 – General

Golding and this Agreement recognises the following public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, May Day or Labour Day, King's Birthday, Chinchilla Show Day, Christmas Day and Boxing Day, or any day gazetted from time to time as public holidays which are observed generally by the public in the location where this Agreement operates.

It is envisaged that in normal circumstances, public holidays will not be worked by Employees who are not engaged on a continuous seven (7) day roster (e.g. Monday to Friday roster Employees). If however, due to unforeseen circumstances and/or Client requirements, work is required to be undertaken on public holidays, Employees who are not engaged on a seven (7) day roster will be requested to undertake such works. Employees who undertake the work on public holidays will be paid at their normal Roster Hourly Rate of pay for all time worked in addition to their normal days' pay for the public holiday.

For clarification, the Roster Hourly Rates of pay in Appendix 1 for non-seven (7) day roster Employees (e.g. Monday to Friday roster Employees) incorporate relevant payment for non-worked public holidays. Worked public holidays shall be paid in addition to the Employees normal pay for the day at the applicable Roster Hourly Rate of pay for all time worked on any public holiday.

For seven (7) day roster Employees, the Roster Hourly Rates of pay found in Appendix 1 incorporate payment for both non-worked public holidays and worked public holidays. For clarification, Employees working a seven (7) day roster are being paid a Roster Hourly Rate that has been calculated on the assumption that they will work rostered public holidays and so those employees are expected to work, and will be requested to work all rostered public holidays that fall within their roster cycle and be paid their normal Roster Hourly Rate of pay as outlined in Appendix 1 for all time worked on any public holiday. Any decision to cancel rostered work on the Christmas or Boxing Day public holidays will be made by the Golding Project Manager.

The Parties acknowledge that the Kogan Creek Mine operation supplies coal to the Kogan Creek Power Station which is a critical Queensland asset that provides a substantial proportion of Queensland's

electricity 24 hours a day, seven days a week. On that basis, Kogan Creek Mine is required to be a continuous operation and requires work to be performed on public holidays to ensure energy supply.

25.2 Christmas Day / Boxing Day

On Christmas Day and Boxing Day, Golding will seek to operate on a reduced crew, subject to operational requirements. Golding will endeavour to first roster employees that volunteer to work on Christmas Day and Boxing Day. Where practicable, reasonable requests for Employees to work Christmas Day and Boxing Day will then be made via rostering on an annual rotation. Employees agree that notwithstanding the above, Golding may still reasonably request an Employee to work Christmas Day and Boxing Day including via allocation by a roster, if required to meet operational requirements. Where an Employee works on Christmas Day and/or Boxing Day they will be paid for all work done at their Roster Hourly Rate of pay for all time worked in addition to their normal days' pay for the public holiday.

For the purposes of the additional payments for working Christmas Day and Boxing Day as set out in this clause, Christmas Day shall be deemed to be the 24 hour period commencing at the start of Day Shift on 25 December and Boxing Day will be deemed to be the 24 hour period commencing at the start of Day Shift on 26 December. No additional payments apply for substitute or additional public holidays where 25 and/or 26 December falls on a weekend.

26. Employee Leave

All Employees who require leave of any type including sick leave shall submit such request on the appropriate form. In the event documentation is incomplete or not completed at all, payment of salary will be withheld by Golding for the relevant duration.

27. Annual Leave

27.1. Entitlement

Permanent Employees will be entitled to the following annual leave per annum:

- (a) For a seven (7) day roster, 6 weeks leave; or
- (b) For a non-seven (7) day roster, 5 weeks leave.

Annual leave accrues pro-rata on an hourly basis in accordance with the average weekly hours worked within the applicable roster cycle.

For example, an Employee working a 7on 7off continuous roster cycle averaging 42 hours per week, will accrue 252 hours per annum (i.e. $6 \times 42 = 252$).

For example, an Employee working a Monday to Friday non-continuous roster cycle averaging 52 hours per week, will accrue 260 hours per annum (i.e. $5 \times 52 = 260$).

Annual leave will be paid and deducted in accordance with the Employee's applicable roster cycle.

In the event of a roster change, the Employee's existing leave balance will be adjusted to reflect the same number of weeks entitlement applicable to the new roster. Examples of such adjustments can be found in Appendix 2.

27.2. Taking Annual Leave

Following accrual of an annual leave entitlement, such leave shall normally be given and taken in allotted periods. For clarity, an allotted period is defined as the following:

- (a) In the case of non-seven (7) day roster Employees (e.g. Monday to Friday roster) Employees, annual leave shall be taken in minimum one (1) week allotments from Monday to Friday; or

- (b) In the case of seven (7) day roster Employees (e.g. 7on7off roster), annual leave shall be taken in minimum allotments that reflect that roster cycle (e. g. 7 days (84 hours per fortnight) annual leave in a 14 day roster cycle period).

Employees shall be allowed to take annual leave for a period that is not an allotted period (e.g. lesser period) unless the operations will, in the opinion of Golding, be adversely affected by the granting of leave at that time.

Golding may direct an Employee who has leave in excess of eighteen (18) months accrual to take all or part of their excess annual leave entitlement, provided at least twenty eight (28) days' notice in writing is given to the Employee. Annual leave may be accrued beyond eighteen (18) months accrual for special purposes (e.g. Planned overseas or extended holidays) where authorised prior by the Project Manager.

Generally two employees per shift will be granted leave at any one time. Additional Employees may be granted leave dependent upon the operational requirements at the time of the request. Golding understands that in peak leave periods (such as school holidays) the number of leave requests will increase and Golding will give consideration to allowing additional leave dependent on operational requirements.

27.3. Notice

An Employee wishing to proceed on annual leave pursuant to this Clause shall give Golding not less than twenty eight (28) days' notice in writing of the time at which the Employee desires to take leave and shall be allowed to take leave at that time unless the operations will, in the opinion of Golding be adversely affected by the granting of leave at that time.

Golding recognises that from time to time situations arise where Employees cannot reasonably provide twenty eight (28) days' notice (i.e. exceptional circumstances). In these circumstances Golding will not unreasonably withhold leave approval; however the standard notice period of twenty-eight (28) days must be provided except in exceptional circumstances.

27.4. Payment

For each normal working day or shift of annual leave taken, the number of hours normally worked per shift as part of the Employee's roster shall be deducted from the Employee's accrued annual leave balance (e.g. 12 in the case of 12 hours shifts).

Payment for annual leave will be at the applicable Roster Hourly Rate of pay as outlined in Appendix 1.

27.5. Shut Down

Golding may shut down all or any part of its operation: Provided that Permanent Employees will be given at least two (2) months' notice (or less where agreed with affected Permanent Employees) of the impending shutdown or such shorter notice period as is agreed between Golding and the affected Permanent Employees. Permanent Employees directly affected by a shutdown who have an entitlement to annual leave, may be directed by Golding to take all or part of that entitlement during the shutdown period. In planning for any required shut downs, Golding will give reasonable consideration to timing shut downs close to or during school holiday periods, subject to business requirements.

Where a Permanent Employee is directed to take annual leave and they have insufficient annual leave accrual, they may apply to have up to one (1) weeks annual leave advanced to them where approved by their Project Manager and the relevant General Manager, subject to the veto of the HR Manager. In such circumstances, Golding may deduct from any final payments all amounts owed in relation to leave advanced in the event of an Employee's employment being terminated by either Golding or the Employee.

28. Personal Leave

Personal leave includes sick leave and carer's leave:

“Sick leave” is leave taken when an Employee suffers a personal illness or injury.

“Carer’s leave” is leave taken when an Employee is required to provide care or support to a member of the Employee’s immediate family or household member who requires care or support as they are sick or injured or has an unexpected emergency.

28.1. Entitlement

Permanent Employees will be entitled to ten (10) days personal leave per annum.

Personal leave accrues on a pro-rata basis on an hourly basis in accordance with the average daily hours worked within the applicable roster cycle.

For example, an Employee working a 7 on 7 off continuous roster averaging 12 hours per day will accrue 120 personal leave hours per annum (i.e. $12 \times 10 = 120$).

For example, an Employee working a Monday to Friday roster averaging 11.556 hours per day will accrue 115.556 personal leave hours per annum (i.e. $11.556 \times 10 = 115.556$).

Personal leave will be paid and deducted in accordance with the Employee’s applicable roster cycle.

In the event of a roster change, the Permanent Employee’s existing leave balance will be adjusted to reflect the same number of days entitlement applicable to the new roster. Examples of such adjustments can be found in Appendix 2.

28.2. Notice

Employees shall inform Golding of the inability to attend for duty, stating the nature of the illness or injury (or the reason why they require carer’s leave) and the estimated duration of the absence no later than 45 minutes prior to the start of their shift.

Employees who do not comply with these notice requirements may not be eligible for payment for the period of absence, subject to approval by the Project Manager

28.3. Payment

An Employee who is absent from work on account of sick leave or carer’s leave shall be entitled to be paid personal leave unless the Employee has cashed out their entitlement in accordance with the provisions below.

For each normal working day or shift of personal leave taken, paid or salary sacrificed, the number of hours normally worked per shift as part of the Employee’s roster shall be deducted from the Employee’s accrued personal leave balance (e.g. 12 in the case of 12 hours shifts).

Payment for personal leave will be at the applicable Roster Hourly Rate of pay as outlined in Appendix 1.

28.4. Evidence

A doctor’s certificate is required for any personal leave taken in excess of one (1) day, or if that is not practical, a statutory declaration made by the Employee stating the nature of the illness or injury and the period the Employee will be unable to attend work. Other evidence to the satisfaction of Golding may be provided as proof of illness or injury .

28.5. Cash Out

On approval by Golding, an Employee may elect to cash out accrued but untaken personal leave subject to the limits imposed by the Fair Work Act 2009.

The Employee must notify Golding in writing of his/her request to cash out personal leave. Each cashing

out of a particular amount of paid personal leave must be by a separate agreement in writing between Golding and the Employee.

Payment for personal leave cashed out will be at the applicable Roster Hourly Rate of pay as outlined in Appendix 1. The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

When cashing out, Employees must retain a minimum of fifteen (15) day's personal leave entitlement in balance.

An Employee may elect to salary sacrifice any 'cashed out' personal leave, in accordance with the above provisions, into their nominated superannuation fund by Providing Golding with one months' notice in writing.

28.6. Payout of Personal Leave on Termination.

Upon Termination of Employment (for any reason other than Serious Misconduct), Golding will payout all personal leave accrued in excess of ten (10) days entitlement. In accordance with clause 23.2, an Employee will be paid out all accrued personal leave hours on redundancy.

28.7. Unpaid Carer's Leave

Employees (including Casual Employees) are entitled to unpaid carer's leave in accordance with the *Fair Work Act 2009 (as amended)*.

29. Paid Compassionate Leave

"*Compassionate leave*" is leave taken when a member of the Employee's immediate family or household member dies, or contracts or develops a personal injury or illness that poses a serious threat to their life.

A Permanent Employee shall be entitled to two (2) days of paid leave without loss of ordinary pay, provided that such leave shall be extended to cover the balance of the work day if the Employee receives notification of the death when at work. The entitlement to leave arises on each occasion giving rise to compassionate leave. For the purposes of this Clause, 'spouse' shall include 'de-facto wife or husband' and 'parent' shall include 'foster parent'.

Additional leave may be approved for bereavement reasons by Golding in which case the Employee will not suffer any loss in base level pay for approved leave under the circumstances.

30. Long Service Leave

30.1. Entitlement

Conditions relating to long service leave are governed by Federal Legislation (i.e. Coal Mining Industry Long Service Leave Administration Act 1992) (**Coal LSL legislation**) as amended from time to time.

Under that legislation, Employees accrue long service leave of thirteen (13) weeks at 35 Ordinary Hours (so 455 hours) for each eight (8) years of continuous service in the coal mining industry.

30.2. When Long Service Leave Can Be Taken

Subject to the Coal LSL legislation, accrued long service leave may be taken at any time provided that:

- (a) Twenty eight (28) days' notice is provided to Golding by the Employee;
- (b) The operations of the mine will not, in Golding's opinion, be affected by the granting of leave at this time; and
- (c) The leave is not to be taken in periods of less than two (2) weeks.

An Employee may take subsequent accrued long service leave after each sixty four (64) weeks of service, subject to the conditions outlined above.

Any long service leave must be approved by Golding before the Employee commences their period of leave.

30.3. Payment

Payment for long service leave will be at the applicable rate of pay as outlined in Appendix 1.

For clarification, 70 hours credit accrued and maintained by the Portable Coal Long Service Leave Fund is the equivalent of two (2) weeks' normal salary.

31. Accident Pay

An Employee in receipt of weekly payments under the provisions of the *Workers Compensation and Rehabilitation Act 2003* (WCR Act) will be entitled to receive additional accident pay from Golding subject to the following conditions and limitations:

31.1. Payment to be Made During Incapacity

Golding shall pay, or cause to be paid, accident pay during the incapacity of the Employee, within the meaning of the WCR Act:

- (a) Until such incapacity ceases; or
- (b) Until the expiry period of seventy-eight (78) weeks from the date of injury.

Whichever event shall first occur, even if Golding terminates the Employee's employment within the period.

31.2. Meaning of Accident Pay

For the purposes of this Clause, "Accident Pay" means:

- (a) For the initial period of thirty-nine (39) weeks from the date of injury a weekly payment representing the difference between the weekly amounts of compensation paid to the Employee by virtue of the WCR Act and the weekly amount that the Employee would have received by Annual Salary in Appendix 1 by virtue of this Agreement and for a further period of thirty-nine (39) weeks a weekly payment representing the difference between the weekly amounts of compensation paid to the Employee by virtue of the WCR Act and the weekly amount that the Employee would have received for working Ordinary Hours (being 35 Ordinary Hours a week) by virtue of this Agreement.

31.3. 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.

31.4. 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 public holiday.

31.5. Redemptions

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

31.6. 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 WCR Act, such Employee shall be liable to repay Golding the amount of accident pay which Golding has paid under this Clause and the Employee shall not be entitled to any further accident pay thereafter.

31.7. 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. Intermittent absences arising from the one (1) injury are to be cumulative in the assessment of the seventy-eight (78) week limitation.

32. Family And Domestic Violence Leave

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

33. Parental Leave

The provisions for parental leave (including maternity leave, paternity leave and adoption leave) in the *Fair Work Act 2009* apply to and are deemed to form part of this Agreement.

34. Jury Service

Any permanent Employee required to attend for jury service during that Employee's attendance period shall continue to be paid by Golding for normal hours that would have been worked on the roster subject to the following:

- (a) The Employee notifies Golding as soon as possible but prior to the dates he/she is to attend for jury service;
- (b) Golding approves subject to operational requirements; and
- (c) The Employee provides Golding proof of his/her attendance, the period of that attendance and any payment for same.

Adjustment will be made in the next wages payment as a consequence of receipt by the Employee of payment for jury service.

35. Community Service Leave

Employees are entitled to community service leave in accordance with the NES.

36. Inclement Weather

When inclement weather causes impassable road conditions which prevents an Employee travelling to site, the Employee must notify their Supervisor of the circumstances as soon as the conditions are known. In the event that a major flood event causes impassable road conditions preventing access to site, the Company will endeavour to notify employees of any road closures or hazardous conditions as soon as the conditions are known. If the Employee intends to take an alternative route to site the Employee and Supervisor must take necessary steps such that the travel arrangements are compliant with the SHMS.

Where an Employee is unable to reach the mine due to closure of access roads, the Employee may at their discretion, take leave without pay or annual leave for the duration of the closure.

Where an Employee has attended work but work is not possible due to inclement weather, the employee can request alternate duties. The decision to provide alternate duties or to release the Employee from duty will be at Golding's discretion. Where an employee is released from duty, the

Employee may at their discretion, take leave without pay or annual leave for the balance of the shift. The Employee may also elect to cash out personal leave in line with the minimum balance guidelines of clause 28.5.

37. Discrimination

The Parties agree that the effect of the Agreement is not to allow any conduct or treatment, either direct or indirect that would contravene the *Anti-Discrimination Act 1991* or discriminate on the basis of family responsibility or any other attribute protected by the *Anti-Discrimination Act 1991*.

38. Mine Rules

The Employees shall adhere to all lawful rules including those prescribed by the SHMS and policies of Golding and Golding's client and shall comply with all lawful instructions given by Golding. Should an Employee not be able to perform the assigned task for any reason whatsoever, it is their duty to inform their Supervisor immediately.

Refusal to comply with any lawful instruction may result in disciplinary action including termination. Employees are accountable for:

- (a) Complying with Environmental and SHMS, procedures and practices and for taking responsibility for their own personal safety and that of team members;
- (b) Abiding by site work rules as specified and as amended from time to time;
- (c) Participating in and abiding by cultural heritage and environmental processes to the best of their ability;
- (d) Their personal fitness for work in accordance with the relevant SHMS documents and Golding's policies. This includes Employees ensuring that they have adequate rest prior to commencement and following completion of their roster and any travel to and from home to the mine; and
- (e) Employees understand and agree that their principle employer is Golding. Employees understand and agree that any other work or employment performed outside of Golding must not impact the Employee's ability to perform their role with their principle employer.

39. Job Security

This Agreement between Golding and its Employees encourages a consultation process in an environment of openness and goodwill.

The Parties acknowledge and recognise the importance of job security. Accordingly, Golding has implemented fair and lawful employment arrangements at the Kogan Creek Mine consisting of a core permanent workforce, supported by a variety of supplementary and specialist workers in order to achieve necessary flexibility and productivity consistent with business requirements.

The Parties recognise that economic, mining and/or other business requirements may change, and as a consequence this may necessitate a change to the composition, operation or size of the workforce. In such circumstances Golding will consult with Employees in accordance with Clause 21.

This Agreement between Golding and its Employees encourages a consultation process in an environment of openness and goodwill. It is also acknowledged that consultation involves a genuine consideration of matters raised through discussion and the timely exchange of required information prior to implementing any changes as required by Clause 21.

40. Recipients Of The Agreement

Golding will provide a copy of this Agreement, and any variations to it, to:


- (a) Each Employee; and
- (b) Each new Employee, upon engagement.

41. No Extra Claims

It is a term of the Agreement that each of the Parties bound by this Agreement will not pursue any extra claims what-so-ever in relation to rates of pay or other conditions except as provided for in the Agreement.

42. Signatures

Signed for and on behalf of Golding Contractors Pty Ltd by:

Signature 

Date
17/04/2024

Name
Alan Simms

Position
GM Mining

Address
Level 2 40 McDougall St
Milton QLD 4064


In the Presence of:



Witness (Signature)

Kara Child-Richter
Name (Please Print)

Signed for and on behalf of Mining and Energy Union by:

Signature 

Date
16/04/2024

Name
Mitch Hughes

Position
District President

Address
61 Bowen Street,
Spring Hill, QLD, 4000


In the Presence of:



Witness (Signature)

Charmaine Vailepa
Name (Please Print)

Signed for and on behalf of the Employees
by:



Signature

16-04-2024

Date

Dion Cross

Name

Leading hand

Position

283 Auburn Rd

Chinchilla

4413

Address

In the Presence of:



Witness (Signature)

JASON ISLES

Name (Please Print)

APPENDIX 1 - ROSTERS AND RATES OF PAY FROM COMMENCEMENT OF AGREEMENT

The calculations in this Appendix do not result in the employee's projected annual salary or roster hourly rates of pay being less than the provisions of the Award.

KOGAN CREEK MINE - ROSTERS - Current as at Commencement of EA2024

Permanent Rates - commencement of EA2024																	
Loading		Trainee		O1		O2		O3		M1		M2		M3			
Day Shift Hourly Rate		\$39.32		\$49.15		\$50.29		\$50.98		\$59.10		\$64.80		\$68.15			
Night Shift Hourly Rate		15.00%		\$45.22		\$56.53		\$57.84		\$58.63		\$67.97		\$74.52		\$78.38	

Current Production Roster	M-F Roster - days shifts 10.5hrs + 4 night shifts 12hrs (90 hours per fortnight)													
		Shift Type	Mon	Tues	Wed	Thur	Frid	Sat	Sun	Total	Day Shift	Night Shift	Total	
	Week 1 Roster Hours	Day	10.50	10.50	10.50	10.50		0.00	0.00	42.00	42.00		42.00	
	Week 2 Roster Hours	Day	10.50	10.50	10.50	10.50		0.00	0.00	42.00	42.00		42.00	
	Week 3 Roster Hours	Night	12.00	12.00	12.00	12.00	0.00	0.00	0.00	48.00		48.00	48.00	
	Week 4 Roster Hours	Night	12.00	12.00	12.00	12.00	0.00	0.00	0.00	48.00		48.00	48.00	
											84.00	96.00	180.00	Hour Per 4 Week Cycle
											1092.00	1248.00	2340.00	Hours Per Annum
	Permanent Rates													
		Loading		Trainee	O1	O2	O3	M1	M2	M3				
	Day Shift Hourly Rate			\$39.3200	\$49.1500	\$50.2900	\$50.9800	\$59.1000	\$64.8000	\$68.1500				
	Night Shift Hourly Rate	15.00%		\$45.2200	\$56.5300	\$57.8400	\$58.6300	\$67.9700	\$74.5200	\$78.3800				
	Annual Salary & Flat Hourly Rate Calculations													
		Loading	Hours	Trainee	O1	O2	O3							
	Day Shift Hours Per Annum		1092.00	\$42,937.44	\$53,671.80	\$54,916.68	\$55,670.16							
	Night Shift Hours Per Annum		1248.00	\$56,434.56	\$70,549.44	\$72,184.32	\$73,170.24							
	Annual Salary			\$99,372.00	\$124,221.24	\$127,101.00	\$128,840.40							
	Permanent Flat Hourly Rate		2340.00	\$42.47	\$53.09	\$54.32	\$55.06							
	Casual Flat Hourly Rate	20.00%		\$50.96	\$63.70	\$65.18	\$66.07							

Alternate Production Roster	M-F Roster - 5 X days shifts 10.5hrs + 4 night shifts 12hrs													
		Shift Type	Mon	Tues	Wed	Thur	Frid	Sat	Sun	Total	Day Shift	Night Shift	Total	
	Week 1 Roster Hours	Day	10.50	10.50	10.50	10.50	10.50	0.00	0.00	52.50	52.50		52.50	
	Week 2 Roster Hours	Day	10.50	10.50	10.50	10.50	10.50	0.00	0.00	52.50	52.50		52.50	
	Week 3 Roster Hours	Night	12.00	12.00	12.00	12.00	0.00	0.00	0.00	48.00		48.00	48.00	
	Week 4 Roster Hours	Night	12.00	12.00	12.00	12.00	0.00	0.00	0.00	48.00		48.00	48.00	
											105.00	96.00	201.00	Hour Per 4 Week Cycle
											1365.00	1248.00	2613.00	Hours Per Annum
	Permanent Rates													
		Loading		Trainee	O1	O2	O3	M1	M2	M3				
	Day Shift Hourly Rate			\$39.3200	\$49.1500	\$50.2900	\$50.9800	\$59.1000	\$64.8000	\$68.1500				
	Night Shift Hourly Rate	15.00%		\$45.2200	\$56.5300	\$57.8400	\$58.6300	\$67.9700	\$74.5200	\$78.3800				
	Annual Salary & Flat Hourly Rate Calculations													
		Loading	Hours	Trainee	O1	O2	O3							
	Day Shift Hours Per Annum		1365.00	\$53,671.80	\$67,089.75	\$68,645.85	\$69,587.70							
	Night Shift Hours Per Annum		1248.00	\$56,434.56	\$70,549.44	\$72,184.32	\$73,170.24							
	Annual Salary			\$110,106.36	\$137,639.19	\$140,830.17	\$142,757.94							
	Permanent Flat Hourly Rate		2613.00	\$42.14	\$52.67	\$53.90	\$54.6337							
	Casual Flat Hourly Rate	20.00%		\$50.57	\$63.21	\$64.68	\$65.56							

Current Dozer Push Roster	Zon7off..12.5hrs per shift, permanent day shift											
	Week 1 Roster Hours	Mon	Tues	Wed	Thur	Frid	Sat	Sun	Total	Day Shift	Night Shift	Total
	Week 2 Roster Hours	12.50	12.50	12.50	12.50	12.50	12.50	12.50	87.50	87.50	0.00	87.50
	Week 3 Roster Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Week 4 Roster Hours	12.50	12.50	12.50	12.50	12.50	12.50	12.50	87.50	87.50	0.00	87.50
	Permanent Rates											
	Day Shift-Hourly Rate		Trainee	O1	O2	O3	M1	M2	M3			
	Night Shift-Hourly Rate		\$39,3200	\$49,1500	\$50,2900	\$50,9800	\$59,1000	\$64,8000	\$68,1500			
	Night Shift-Hourly Rate		\$45,2200	\$56,5300	\$57,8400	\$58,6300	\$67,9700	\$74,5200	\$78,3800			
	Annual Salary & Flat Hourly Rate Calculations											
	Annual Salary	Hours	Trainee	O1	O2	O3						
	Day Shift-Hours Per Annum	2275.00			\$114,409.75	\$115,979.50						
	Night Shift-Hours Per Annum	0.00			\$0.00	\$0.00						
	Annual Salary				\$114,409.75	\$115,979.50						
	Permanent Flat Hourly Rate	2275.00			\$50.29	\$50,9800						
	Casual Flat Hourly Rate	20.00%			\$60.35	\$61.18						
Hour Per 4 Week Cycle Hours Per Annum												
										175.00	0.00	175.00
										2275.00	0.00	2275.00

Current ROM Roster	Zon7off..12hrs per shift, DN Rotating Shift											
	Week 1 Roster Hours	Mon	Tues	Wed	Thur	Frid	Sat	Sun	Total	Day Shift	Night Shift	Total
	Week 2 Roster Hours	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	84.00	84.00	84.00
	Week 3 Roster Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Week 4 Roster Hours	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	84.00	84.00	84.00
	Permanent Rates											
	Day Shift-Hourly Rate		Trainee	O1	O2	O3						
	Night Shift-Hourly Rate		\$39,3200	\$49,1500	\$50,2900	\$50,9800						
	Night Shift-Hourly Rate		\$45,2200	\$56,5300	\$57,8400	\$58,6300						
	Annual Salary & Flat Hourly Rate Calculations											
	Annual Salary	Hours	Trainee	O1	O2	O3						
	Day Shift-Hours Per Annum	1092.00			\$54,916.68	\$55,670.16						
	Night Shift-Hours Per Annum	1092.00			\$61,730.76	\$64,023.96						
	Annual Salary				\$115,402.56	\$118,077.96						
	Permanent Flat Hourly Rate	2184.00			\$52.84	\$54.81						
	Casual Flat Hourly Rate	20.00%			\$63.41	\$65.77						
Hour Per 4 Week Cycle Hours Per Annum												
										84.00	84.00	168.00
										1092.00	1092.00	2184.00

Prod Ops Service Truck Support	<u>M-F Roster - 4/3 DN 12 hr</u>											
	Shift Type	Mon	Tues	Wed	Thur	Frid	Sat	Sun	Total	Day Shift	Night Shift	Total
	Week 1 Roster Hours	Day 12.00	12.00	12.00	12.00	0.00	0.00	0.00	48.00	48.00		48.00
	Week 2 Roster Hours	Day 12.00	12.00	12.00	12.00	0.00	0.00	0.00	48.00	48.00		48.00
	Week 3 Roster Hours	Night 12.00	12.00	12.00	12.00	0.00	0.00	0.00	48.00		48.00	48.00
	Week 4 Roster Hours	Night 12.00	12.00	12.00	12.00	0.00	0.00	0.00	48.00		48.00	48.00
										96.00	96.00	192.00
										1248.00	1248.00	2496.00
	<u>Permanent Rates</u>											
	Loading	Trainee	O1	O2	O3	M1	M2	M3				
	Day Shift Hourly Rate	\$39.3200	\$49.1500	\$50.2900	\$50.9800	\$59.1000	\$64.8000	\$68.1500				
	Night Shift Hourly Rate	15.00%	\$45.2200	\$56.5300	\$57.8400	\$58.6300	\$67.9700	\$74.5200	\$78.3800			
	<u>Annual Salary & Flat Hourly Rate Calculations</u>											
	Loading	Hours		O2								
	Day Shift Hours Per Annum	1248.00		\$62,761.92								
	Night Shift Hours Per Annum	1248.00		\$72,184.32								
	Annual Salary			\$134,946.24								
	Permanent Flat Hourly Rate	2496.00		\$54.07								
	Casual Flat Hourly Rate	20.00%		\$64.88								

Current Maintenance Roster	7 days on 7 days off, 12hrs, rotating day and night.													
		Shift Type	Mon	Tues	Wed	Thur	Frid	Sat	Sun	Total	Day Shift	Night Shift	Total	
	Week 1 Roster Hours	Day	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	84.00		84.00	
	Week 2 Roster Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
	Week 3 Roster Hours	Night	12.00	12.00	12.00	12.00	12.00	12.00	12.00	0.00		84.00	84.00	
	Week 4 Roster Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
											84.00	84.00	168.00	Hour Per 4 Week Cycle
											1092.00	1092.00	2184.00	Hours Per Annum
	Permanent Rates													
		Loading		Trainee	O1	O2	O3	M1	M2	M3				
	Day Shift Hourly Rate			\$39.32	\$49.15	\$50.29	\$50.98	\$59.1000	\$64.8000	\$68.1500				
	Night Shift Hourly Rate	15.00%		\$45.22	\$56.53	\$57.84	\$58.63	\$67.9700	\$74.5200	\$78.3800				
	Annual Salary & Flat Hourly Rate Calculations													
		Loading	Hours	Trainee	O1	O2	O3	M1	M2	M3				
Day Shift Hours Per Annum		1092.00					\$64,537.20	\$70,761.60	\$74,419.80					
Night Shift Hours Per Annum		1092.00					\$74,223.24	\$81,375.84	\$85,590.96					
Annual Salary							\$138,760.44	\$152,137.44	\$160,010.76					
Permanent Flat Hourly Rate		2184.00					\$63.54	\$69.66	\$73.27					
Casual Flat Hourly Rate	20.00%						\$76.24	\$83.59	\$87.92					
Current Maintenance Roster - DS Only (2 X Servicemen)	7 days on 7 days off, 12hrs, DS only													
		Shift Type	Mon	Tues	Wed	Thur	Frid	Sat	Sun	Total	Day Shift	Night Shift	Total	
	Week 1 Roster Hours	Day	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	84.00		84.00	
	Week 2 Roster Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
	Week 3 Roster Hours	Day	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	84.00		84.00	
	Week 4 Roster Hours		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
											168.00	0.00	168.00	Hour Per 4 Week Cycle
											2184.00	0.00	2184.00	Hours Per Annum
	Permanent Rates													
		Loading		Trainee	O1	O2	O3	M1	M2	M3				
	Day Shift Hourly Rate			\$39.32	\$49.15	\$50.29	\$50.98	\$59.1000	\$64.80	\$68.15				
	Night Shift Hourly Rate	15.00%		\$45.22	\$56.53	\$57.84	\$58.63	\$67.9700	\$74.52	\$78.38				
	Annual Salary & Flat Hourly Rate Calculations													
		Loading	Hours	Trainee	O1	O2	O3	M1	M2	M3				
	Day Shift Hours Per Annum		2184.00					\$129,074.40						
	Night Shift Hours Per Annum							\$0.00						
	Annual Salary							\$129,074.40						
	Permanent Flat Hourly Rate		2184.00					\$59.10						
Casual Flat Hourly Rate	20.00%						\$70.92							

APPENDIX 2 – LEAVE ADJUSTMENT EXAMPLES

7on7off Roster Examples

- 7on7off roster Employee is entitled to 6 weeks annual leave per annum;
- 7on7off roster Employee is entitled to 10 days personal leave per annum;
- Leave is accrued in hours within payroll;
- Leave shall be paid and deducted in hours within payroll; and
- Leave accruals will be changed within payroll in the event of a roster change in order to reflect the same hourly entitlement as it relates to the new roster.

Example 1

- Employee works a 7on7off roster, averaging 42 hours per week and 12 hours per shift;
- The roster changes to a 7on7off roster, averaging 42.875 hours per week and 12.25 hours per shift;

Average Weekly Hours	Average Daily Hours	Annual Leave Balance Weeks (Per Annum)	Annual Leave Balance Hours (Per Annum)	Personal Leave Balance Days (Per Annum)	Personal Leave Balance Hours (Per Annum)
42 hours	12 hours	6 weeks	252 hours	10 days	120 hours
42.875 hours	12.25 hours	6 weeks	257.25 hours	10 days	122.50 hours

Example 2

- Employee works a 7on7off roster, averaging 42 hours per week and 12 hours per shift;
- The roster changes to a 7on7off roster, averaging 38.50 hours per week and 11 hours per shift;

Average Weekly Hours	Average Daily Hours	Annual Leave Balance Weeks (Per Annum)	Annual Leave Balance Hours (Per Annum)	Personal Leave Balance Days (Per Annum)	Personal Leave Balance Hours (Per Annum)
42 hours	12 hours	6 weeks	252 hours	10 days	120 hours
38.50 hours	11 hours	6 weeks	231 hours	10 days	110 hours

Monday to Friday (i.e. Current Production Roster) Roster Examples

- Monday to Friday roster Employee is entitled to 5 weeks annual leave per annum;
- Monday to Friday roster Employee is entitled to 10 days personal leave per annum;
- Leave is accrued in hours within payroll;
- Leave shall be paid and deducted in hours within payroll; and
- Leave accruals will be changed within payroll in the event of a roster change in order to reflect the same hourly entitlement as it relates to the new roster.

Example 1

- Employee works a Monday to Friday roster (16 shifts per 4 week cycle / 8 shifts per fortnight), averaging 45 hours per week and 11.25 hours per shift; and
- The roster changes to a Monday to Friday roster (18 shifts per 4 week cycle / 9 shifts per fortnight), averaging 50.25 hours per week and 11.167 hours per shift.

Average Weekly Hours	Average Daily Hours	Annual Leave Balance Weeks (Per Annum)	Annual Leave Balance Hours (Per Annum)	Personal Leave Balance Days (Per Annum)	Personal Leave Balance Hours (Per Annum)
45 hours	11.25 hours	5 weeks	225 hours	10 days	112.50 hours
50.25 hours	11.167 hours	5 weeks	251.25 hours	10 days	111.67 hours

Example 2

- Employee works a Monday to Friday roster (16 shifts per 4 week cycle / 8 shifts per fortnight), averaging 45 hours per week and 11.25 hours per shift; and
- The roster changes to a Monday to Friday roster (16 shifts per 4 week cycle / 8 shifts per fortnight), averaging 42 hours per week and 10.5 hours per shift.

Average Weekly Hours	Average Daily Hours	Annual Leave Balance Weeks (Per Annum)	Annual Leave Balance Hours (Per Annum)	Personal Leave Balance Days (Per Annum)	Personal Leave Balance Hours (Per Annum)
45 hours	11.25 hours	5 weeks	225 hours	10 days	112.50 hours
42 hours	10.5 hours	5 weeks	210 hours	10 days	105 hours