



MACA Mining (Fenix Resources Projects) Enterprise Agreement 2023

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ADMINISTRATION

1. Title

MACA Mining (**Fenix Resources Projects**) Enterprise Agreement 2023 (hereinafter referred to as the “**Agreement**”)

2. Parties to the Agreement

This Agreement between MACA Mining Pty Ltd (ACN 22 102 886 064) (**Company**); and its Employees located at Fenix Resources Projects (**Employees**).

3. Operation of the Agreement

This Agreement commences 7 days after its approval by the Fair Work Commission and shall remain in force until 4 years from that date.

The parties agree to commence renegotiation of this Agreement at least 6 months prior to the expiry.

On expiry, the terms and conditions contained within this Agreement shall continue to operate until either replaced or terminated in accordance with the *Fair Work Act 2009 (Cth)* (**the Act**).

4. Relationship to Award

This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Unless where otherwise provided for, 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.

This is a standalone Agreement and will apply to all Employees engaged in the classifications prescribed within the Agreement.

This Agreement excludes all industrial instruments, awards, modern awards, or enterprise agreements that would otherwise apply to the Employees.

This Agreement represents a full and final settlement of all claims on terms and conditions of employment under this Agreement.

5. Individual Flexibility

The Company and Employees may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement in accordance with the Fair Work Act (2009) (**the Act**).

The model flexibility term in the Act will apply and is incorporated by reference into this Agreement.

6. Consultation

This clause applies if the Company has made a definite decision to introduce a major workplace change that is likely to have a significant effect on Employees, or there is a change to the regular roster or ordinary hours of work of Employees (the relevant Employees).

A ‘major workplace 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 Company’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) need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

The Employer must consult and invite the relevant Employees to give their views about the:

- a) timing and introduction of the change;
- b) impact the change is likely to have on the Employees (including any impact in relation to their family or caring responsibilities); and
- c) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees.

For the purposes of consultation, The Company must notify the relevant Employees of the decision to introduce major change, or a change to their regular roster or hours of work and provide in writing information to the relevant Employees of:

- a) All relevant information about the change including the nature of change proposed;
- b) Information about the expected effects of the change on the relevant Employees; and
- c) Any other matters likely to affect the employees.

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

The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

The relevant Employees may appoint a representative for the purposes of consultation who will be recognised by the Company upon advice to the Company by relevant Employees of the identity of the representative.

7. Dispute Settlement Process

If a dispute relates to:

- A matter arising under the Agreement; or
- The NES

This term sets out procedures to settle the dispute.

An Employee who is party to the dispute may appoint a representative for the purposes of the procedure in this term. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussion between Employee or Employees and relevant supervisors and/or management.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

The Fair Work Commission may deal with the dispute in two (2) stages:

- 1) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including mediation, conciliation, expressing an opinion or making a recommendation; and
- 2) If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) Arbitrate the dispute; and
 - (ii) Make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

While the parties are trying to resolve the dispute using the procedures in this term:

- b) An Employee must continue to perform their work as he or she would normally unless he or she has a reasonable concern about an imminent and serious risk to their health or safety; or
- c) An Employee must comply with a direction given by the Employer to perform other available work at the same workplace or at another workplace unless:

- The work is not safe; or
- Applicable occupational health and safety legislation would not permit the work to be performed; or
- The work is not appropriate for the Employee to perform; or
- There are other reasonable grounds for the Employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term

8. Definitions

Continuous Roster means regularly worked roster cycles in which day, afternoon and / or night shifts are rostered to work. This may involve Employees working over seven (7) days a week and regularly rostered on to work at least 34 Sundays in accordance with rosters referred to in Clause 17.2 of this Agreement.

Continuous Shift Worker means an Employee (other than a casual employee), who is seven (7) day shift worker and who is rostered to work at least 34 Sundays over an annual period.

Commission means the Fair Work Commission.

Client means any client of the Company which manages a worksite, a mine site or mine lease or Project at which the Employee is undertaking work.

Inclement Weather means the existence of abnormal climatic conditions (i.e rain, hail, snow, high winds, cyclones, cold, extreme high temperature, or any combination of these conditions) which it is not reasonable or safe to continue working while these conditions prevail.

Night Shift means a shift commencing at or after 5.30pm.

Flat Hourly Rate means an all-inclusive hourly rate paid to Employees working rosters referred to in Schedule A. The Flat Rate will be paid for all rostered hours of work, and includes compensation for rostered overtime, allowances, weekend and shift work penalty rates, other penalty payments and all other entitlement otherwise applicable under the Award.

Employee means a person covered by this Agreement.

Immediate Family means a spouse or de facto partner, child, parent, grandparent, grandchild or sibling of the Employee or of the Employee's spouse/de facto partner.

Letter of Offer means a formal letter, created and sent by the employer to a potential employee, that includes a summary of the key terms and conditions of the offered position.

Non-Continuous Roster means regularly worked roster cycles in which day/night shifts are rostered to work over five (5) or six (6) days per week.

Normal Hours means an average of 38 ordinary hours and two (2) reasonable additional hours.

Operational Mining Work means production operation, maintenance, drilling, blasting, civil (including minor civil and infrastructure works, early and preparatory works), materials handling and rehabilitation work carried out in connection with surface metalliferous mining.

Policies and Procedures means the Company's policies and procedures as made and varied from time to time.

Rostered Hours means the Normal Hours of work and additional reasonable hours worked by Employees. Rostered Hours will include compensation for shift work penalties, weekend work and other allowances, and reasonable additional rostered overtime hours, and for working and not working on rostered public holidays.

Rostered Shift means the shift length that comprises Rostered Hours.

Transfer means permanent placement to another work location.

CONDITIONS OF EMPLOYMENT

9. Employment Contracts

9.1 Full Time Employees

A Full-Time Employee will be required to work Normal Hours comprising 38 ordinary hours and two (2) reasonable additional hours each week.

Ordinary hours may be averaged over a single week, over a roster cycle or annually.

9.2 Part Time Employees

A Part-Time Employee is an employee who works less than an average of 38 ordinary hours per week and has reasonably predictable hours of work. Part-Time Employees will accrue annual leave, personal leave, and long service leave on a pro-rata basis according to the number of hours worked.

The Company's Letter of Offer will confirm individual part-time Normal Hours and Rostered Hours.

9.3 Casual Employees

The Company may engage casual Employees from time to time. Casual Employees are not entitled to any paid annual leave or personal leave. The casual loading of 25% is incorporated into the Casual Hourly Rate.

10. Probation

During the first three (3) months of employment, under this Agreement, all Employees (except for Casual) shall be engaged on a probationary period.

During the probationary period, the Employee's performance, behaviour, and conduct will be assessed to ascertain your suitability for a permanent appointment to the position.

At the end of the probationary period, the Company may:

- (a) Confirm the Employee's ongoing employment with the Company;
- (b) Extend probationary period to allow further time to assess the Employee's suitability for a permanent appointment to the position; or
- (c) Terminate employment by giving the required notice as prescribed in this Agreement.

Where the Company decides to extend the probationary period, the Company may at its discretion reassign the Employee to different duties for which the Employee may appear to be better suited.

During the probationary period, an Employee may terminate their employment by giving one (1) weeks' notice or by forfeiting one week's pay in lieu thereof.

11. Operational Requirements

- a) Employees are required to work to the best of their ability and perform such work as reasonably required by the Company within the bounds of safety, competence, authorisation, training, and the law.
- b) It is accepted that new technologies, systems, and legislation may be introduced. The Company will provide Employees with the necessary training to acquire new skills and competencies that may reasonably be provided, subject to business activities and operational requirements.
- c) The Company may require Employees to be flexible with respect to work practices including:
 - (i) Acquiring knowledge and skills to operate the plant, equipment, and processes proficiently.

- (ii) Undertaking work and duties as reasonably directed by the Company.
- (iii) Working at sites where the Company is contracted to undertake work, including transferring to other projects as directed; and
- (iv) Working reasonable additional hours incorporated within Rostered Hours. Employees may be requested to work reasonable additional hours as required with mutual agreement and in accordance with the Act. Employees agree that reasonable additional hours incorporated within Rostered Hours are reasonable.

12. Termination

12.1 Termination of Employment

The Company or the Employee may terminate an Employee's employment contract by giving the appropriate length of notice as set out in the table below:

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

If an Employee is over 45 Years of age with 2 or more years of continuous service with the Company, then the Company will provide 1 additional weeks' notice.

The Company may, in its absolute discretion, terminate an Employee's employment by:

- a) Making a payment in lieu of notice period set out in the above table; or
- b) By giving part of the notice period set out in the above table and by making part payment in lieu of the balance of the notice period.

12.2 Termination Without Notice

The Company may, terminate an Employee's employment without notice, or a payment in lieu of notice if the Employee:

- a) Engages in any serious misconduct or any conduct that would justify summary dismissal at common law;
- b) Unreasonably fails on more than one occasion without proper reason to comply with the reasonable and lawful directions of the Company;
- c) Engages in any conduct, including but not limited to sexual harassment, unlawful discrimination, victimisation, or bullying, which negatively impacts our reputation or has the potential to do so, including in social media;
- d) Is under the influence of illicit drugs or alcohol at work;
- e) Uses any of our IT systems or computer equipment to access or communicate illegal, offensive, or inappropriate material;
- f) Misrepresents any information on which the Company has relied on to decide to employ you;
- g) Is repeatedly absent from work or absent for any prolonged period without proper explanation and without the consent of the Company;
- h) Loses or ceases to hold any licence, insurance, permit, certificate, or qualification that is necessary to the performance of your employment duties.
- i) Wilfully damages or misuses any company property (including Intellectual Property); or

- j) Is charged with an offence or are convicted of an offence that prevents you from performing the Position, or in our opinion, has the potential to bring us into disrepute.

12.3 Abandonment of Employment

If the Employee is absent from work for a period exceeding three (3) consecutive rostered shifts, without approval from the Company and without notification to the Employee’s Supervisor, the Employee will have demonstrated an intention to abandon their employment. The Company will take reasonable steps to contact the Employee prior to terminating their employment.

In the case of abandonment of employment, the date of termination of any employee will not be before the day the notice is given in accordance with Section 117 of the Act.

12.4 Redundancy

An Employee is made redundant where an Employee’s employment is terminated at the Company’s initiative because the Company no longer requires the Employee’s job to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or, because of insolvency or bankruptcy of the Company.

This clause does not apply, and no severance payment is payable, where the Employee is:

- a) a casual employee
- b) an apprentice or trainee
- c) employed for a specified period or for a specific project or task; or
- d) has had their employment terminated for poor performance or misconduct.

12.5 Minimum payment

In addition to the notice period referred to within this Agreement, in the event employees are terminated on the grounds of redundancy, employees will receive a severance payment for the redundancy pay period in accordance with the following table. A week is calculated at the Employee’s Flat Hourly Rate multiplied by average weekly working hours.

Period of Continuous Service with the Company	Period of Notice
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

The Company may not be required to make any redundancy payment to an Employee if the Company offers or obtains for that Employee reasonable alternative employment.

Reasonable alternative employment must be:

- a) On terms and conditions that, in total, are no less favourable than those terms and conditions which applied to the Employee before the position held by the Employee was made redundant by the Company; and

- b) Where the alternative employment is at another Employer, including a related company of the Company, (the New Employer), the New Employer recognises and treats the Employee's service with the Company as service with the New Employer.

12.6 Exemption

The Company may make application to the Fair Work Commission to reduce redundancy payments in accordance with the Act.

12.7 Transfers

When Employees transfer to another location and continue their employment with the Company, the Employee's continuity of service, as well as all leave accruals, will be recognised and will transfer with the Employee.

When transferring between various projects, Employees may have different industrial agreement conditions.

12.8 Returning of Company Property on Termination

On termination of an Employee's employment (howsoever caused), the Employee must return to the Company all property belonging to the Company which is in the Employee's possession or under the Employee's control.

13. Annual Leave

13.1 Entitlement and Accrual

Employees will accumulate annual leave entitlements on a weekly pro-rata basis in accordance with the roster, for example:

Roster type	Average work hours/week	Work hours/shift	Shift length/hours	A/L hours accrual per annum
2 on 1 off Days and Nights	56	12	12	280
8 on 6 off Days and Nights	48	12	12	240
12 on 9 off Days and Nights	48	12	12	240
8 on 6 off Days only	48	12	12	200
2 on 2 off Days and Nights	42	12	12	175

13.2 Taking Annual Leave

- a) Annual leave must be taken in accordance with the Employee's shift roster and any applicable Company policies.
- b) For each period of authorised annual leave, the Employee takes they will be paid at their Flat Hourly rate for their Normal Hours that fall in that period.
- c) Employees can apply to take leave at 10 or 12 hours per day.
- d) Annual leave should be taken at the start or at the end of the Employee's roster cycle.
- e) In the case of termination, an Employee's accrued hours of leave will be paid out at the Flat Hourly rate.

13.3 Cashing out Annual Leave

- a) The Company and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave accrued by the Employee.
- b) Each agreement to cash out an amount of paid annual leave will be by separate agreement in writing between the Company and the Employee.
- c) Where the Company agrees to allow the Employee to opt to cash out accrued paid annual leave entitlements, the remaining accrued leave entitlement must not be less than 20 days.
- d) The Employee will be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time that the payment is made.

13.4 Direction to take Annual Leave

An Employee has excessive leave accrual if the Employee has accrued more than eight (8) weeks of annual leave, the Company may direct the Employee, in accordance with the Award, on eight (8) weeks' notice, to take a period of annual leave, up to a duration required to bring their accrued annual leave balance to six (6) weeks.

14. Personal Leave

The purpose of personal / carer's leave is to mitigate against financial hardship for employees resulting from absences due to a genuine illness or personal injury; or an illness, injury, or emergency of a member of the Employee's Immediate Family or household that requires the Employee to care for or support that person.

14.1 Entitlement and Accrual

Full-time and part-time Employees will progressively accumulate 10 days (90 hours) of personal / carer's leave each year in accordance with the Act. For part-timers, paid leave is accrued on a pro-rata basis. Any personal / carer's leave which is not taken by an Employee will accumulate without limitation.

Personal / carer's leave will be paid at the Flat Hourly Rate. Employees can apply to take leave up to 9 hours per day.

14.2 Taking Personal / Carer's Leave – Notice and Evidence

- a) Employees must notify their Supervisor by phone as soon as reasonably practicable prior to the commencement of the shift where they are unable to attend work due to personal/carer's leave. Employees must state the reason for the leave, and the estimated duration of the absence. Text messaging or emailing is an unacceptable form of notification.
- b) For all absences, the Employee must complete a leave application as soon as practicable upon their return to work and seek approval for their absence from their immediate supervisor.
- c) Employees will be required to provide a medical certificate or other reasonable evidence where:
 - (i) they take paid personal / carer's leave for two (2) or more consecutive days;
 - (ii) they take personal or unpaid leave on a day leading up to or following a public holiday;
 - (iii) they take personal or unpaid leave on a day leading up to the commencement of an on-site roster; or
 - (iv) requested by the Company.
- d) Employees may use their personal / carer's leave entitlement to care and support for a member of their Immediate Family or household where such person is ill or injured and will be required to provide a medical certificate or other reasonable evidence stating that care by the Employee is required.
- e) Circumstances occurring outside the definition of 'Immediate Family' will be managed on a case-by-case basis.

- f) Employees will not be entitled to claim paid personal / carer's leave unless they meet the requirements as outlined above.

15. Other Leave

15.1 Parental Leave

Employee entitlements in respect of parental leave are prescribed by the applicable MACA Parental Leave Procedure as amended from time to time. The Parental Leave Procedure does not form part of this Agreement. The entitlements will be no less than the minimum entitlements under the NES.

15.2 Compassionate Leave

On providing reasonable evidence to the Company, an Employee is entitled to two (2) days of compassionate leave to spend time with a member of their immediate family or household who suffers life-threatening illness or injury. An Employee is also entitled to take compassionate leave:

- after the death of a member of the Employee's immediate family or household, or
- if a child who would have been part of the Employee's immediate family or household, is stillborn, or
- if an Employee, or the Employee's current spouse or de factor partner, has a miscarriage.

An Employee may take compassionate leave for each occasion as:

- a single continuous 2-day period, or
- 2 separate periods of one day each

Casual employees are entitled to 2 days of unpaid compassionate leave any time they meet the compassionate leave criteria.

15.3 Unpaid Carer's Leave

An Employee may take approved unpaid carer's leave in accordance with the Act for the purpose of providing care to a member of the Employee's household or Immediate Family for a personal illness, injury, or emergency.

15.4 Long Service Leave

Employees are entitled to long service leave in accordance with the relevant State Act at the time they are applying to take out long service leave.

An Employee will accrue long service leave at the rate of the Employee's average normal work hours.

Employees can apply to take leave at 8, 10 or 12 hours per day.

15.5 Family and Domestic Violence Leave

All Employees (including part-time and casual Employees) are entitled to 10 days' paid family and domestic violence leave each year under the NES.

15.6 Community Service

Unpaid leave for voluntary emergency management activities and leave for jury service (including up to ten (10) days' paid leave for an Employee (other than a casual Employee)) is provided for in the NES.

15.7 Other Employment During Leave

Employees are not to engage in other paid employment during any period of leave (including any leave without pay) without the prior written permission of the Employee's manager. Engaging in other paid employment during leave may be grounds for termination of employment.

15.8 Public Holidays

The recognised gazetted public holidays in the State of Western Australia are:

New Year's Day	Anzac Day
Australia Day	Western Australia Day
Labour Day	King's Birthday
Good Friday	Christmas Day
Easter Monday	Boxing Day

- a) The Employee may be required to work on a day that is a public holiday in accordance with legislation applicable in the jurisdiction.
- b) In the event the Employee is on a Fly In Fly Out (FIFO) work roster and Rostered Hours fall on a Public Holiday, the Employee is requested to work this day as a normal Rostered Day. The Employee will be paid at their Flat Hourly Rate.
- c) MACA, at all times, will comply with the NES when dealing with working arrangements which involve Public Holidays.

WORK PATTERNS/ROSTERS

16. Hours of Work

16.1 Hours of Work

Employees covered by this Agreement are required to work in accordance with one of the following work patterns:

Roster type	Average work hours/week	Shift hours
2 on 1 off Days and Nights	56	12
8 on 6 off Days and Nights	48	12
8 on 6 off Days only	48	12
2 on 2 off Days and Nights / 7 on 7 off Days and Nights	42	12

16.2 Roster Cycles

Employees will be required to work in accordance with indicative rosters referred to in Schedule 1 of this Agreement.

The Parties understand the need for flexibility of rosters. The Company will advise prospective Employees of the initial work patterns prior to their appointment.

The parties to this Agreement acknowledge that additional hours forming part of indicative rosters at Schedule 1 are reasonable.

16.3 Change of Roster

The Employer may move Employees from one crew to another crew within the same roster to suit operational requirements. The Company will attempt to provide a minimum of seven (7) days' notice of such a requirement.

Where a roster change is required for a temporary period of up to three (3) months duration, the Company will be required to provide seven (7) calendar days written notice of such roster change in this instance. A lesser period of notice may be agreed between the Company and the Employee concerned.

The Company can make one-off or temporary changes to hours of work or start and finish times or the requirement to work on a Rostered Day Off following consultation by giving 48 hours' notice or a shorter period by agreement between the Company and the Employee(s) effected.

Should the Company wish to change roster type to make significant changes to the roster type, the Employees effected will be provided a minimum of 28 days' notice in writing prior to implementing such change. A lesser period of notice may be agreed between the Company and the majority of Employees concerned.

16.4 Shift Starting/Finishing Point

The starting and finishing point of an Employee's shift will be the designated start and finish place for the relevant site. In relation to shift commencement and shift finishing times, Employees will:

- a) be at the designated start location, ready to commence work at the scheduled shift commencement time; and

- b) remain on site until the scheduled shift finishing time.

The Company may change normal shift starting and finishing times and/or normal starting and finishing points to suit the business needs including any changes in the schedule of work with a **minimum of 48 hours' notice** of any such changes required by MACA in this regard.

16.5 Breaks

Meal breaks will be arranged by supervisory personnel to ensure, where necessary, the continuity of operations.

A shiftworker working longer than 10 hours will be entitled to paid meal breaks totalling 40 minutes per shift.

Meal breaks will be scheduled by the Employee's Supervisor based upon operational requirements.

Where a roster exceeds fourteen (14) consecutive days worked, a minimum twenty-four (24) hours' break must be taken (during that period) at a mutually agreed time that fits operational requirements.

WAGE RATES AND ALLOWANCES

17. Wages, Rates, and Allowances

17.1 Payment of Wages

Payment, in arrears, will be electronically transferred into Employees' nominated bank accounts on a fortnightly basis.

The Company will contribute to a complying superannuation fund in accordance with its obligations under the *Superannuation Guarantee (Administration Act) 1992* (Cth).

17.2 Rates

From the Commencement Date of employment, an Employee will be paid a Flat Hourly Rate for their classification, as set out in Schedule 2

The Flat Hourly Rate is an all-inclusive rate paid to Employees working Rostered Hours incorporated with rosters referred to in Schedule A. The Flat Hourly Rate will be paid for all Rostered Hours of work, and includes compensation for normal hours of work, rostered overtime, allowances, weekend and shift work penalty rates, other penalty payments and all other entitlements otherwise applicable under the Award.

The Flat Hourly Rate is governed by the actual roster worked and will change accordingly if the roster changes; provided that at no time Flat Hourly Rates will provide compensation for Employees which is less than 101% of compensation which Employees would otherwise be entitled to under the *Mining Industry Award 2020* as amended from time to time for the Employee's relevant classification.

Payment for public holidays that fall during the Rostered Hours (i.e worked public holidays) and R & R (i.e non worked public holidays) is incorporated into the Flat Hourly Rate.

17.3 Wage Review

The Company will review, at a minimum, an Employee's remuneration and its Schedule of Rates on an annual basis in line with industry market rates and conditions.

17.4 Allowances

Allowances as set out in Schedule 2.

17.5 Travel

Employees are required to comply with the Company policies and procedures regarding transport to and from site, as implemented and amended by the Company from time to time. Letters of Offer will set out the details of any particular travel arrangements relating to specific operations (eg. arrangements for fly in fly out operations). Note for Fly In and Fly Out (FIFO) out of Perth, the place of engagement is Perth. Hours for Fly In Days are standardised and will be paid at 12 hours.

Employees are required to arrive at the designated points of assembly for transport departure to or from work at the required times applicable to the completion or commencement of each R&R period.

If an Employee fails to arrive at the designated point of assembly for transport departure to or from work at the required times and consequently is unable to travel on the transport provided, the Employee may be required to meet the cost of any alternative transportation necessary to transport the Employee to or from work.

17.6 Accommodation

Employees may be offered accommodation and meals in a camp at the discretion of the Company, or a Client of the Company, dependent upon the project location.

17.7 Clothing Provision

Each Employee shall receive one (1) pair of safety boots, three (3) sets of industrial outer clothing and one (1) outer wear jacket on commencement and annually thereafter from the Company without charge.

Personal protective equipment will be replaced on a fair wear and tear basis on proof of damage. Employees are obliged to use personal protective equipment provided by the Company.

17.8 Stand Down

- a) The Company is entitled to stand down an Employee for any day, or part of a day, on which the Employee cannot be usefully employed due to:
 - (i) Industrial action (other than industrial action organised or engaged in by the Company);
 - (ii) Equipment breakdown (where the Company cannot reasonably be held responsible for the breakdown);
 - (iii) Inclement weather (including rain, flooding, or other climatic conditions in which it is not safe or reasonable to expect an employee to continue working);
 - (iv) Uncontrollable stoppage of work, or where access to the workplace is prevented by any uncontrollable reason for which the Company cannot reasonably be held responsible.

- b) Should a stand down occur under this subclause, an Employee will be paid as follows:
 - (i) Where access to the site is prevented by flooding or some other uncontrollable reason and no safe access is possible, stand down with pay may apply.
 - (ii) No payment will be made for stand down due to Inclement Weather if the Employee is notified at least twelve (12) hours prior to shift commencement.
 - (iii) If the employer stands the Employee down due to Inclement Weather, the Company will pay the employee a minimum of four (4) hours calculated at the Flat Hourly Rate or for the time worked during the shift, whichever amount is greater.

An Employee may access annual leave to top up provided that sufficient annual leave has been accrued by that Employee.

17.9 Shut Down

The Company may at its discretion declare either a partial or total shutdown of operations.

Where the Company exercises this discretion, it will allow an Employee to elect to take annual leave. Employees will be entitled to take annual leave or leave without pay (where they have insufficient annual leave accruals). The Company will endeavour to give Employees a minimum of 28 days' notice in writing of any impending shut down or in the case of Employees who are engaged after the notice is given, as soon as reasonably practical.

Where the Company enforces a shutdown, Employees may be directed in writing to take either annual or unpaid leave.

Where an Employee chooses not to accept to take leave without pay, the Employee may be redeployed to another Project for the duration of the shutdown.

Any period of leave without pay shall not break an Employee's continuity of service but will not count as service for the purpose of annual and personal/carer leave accruals.

18. Apprentices

18.1 Definitions

Adult Apprentice means a person of 21 years of age or over at the time of entering an indenture to a trade. Where an apprentice becomes the age of 21 during their apprenticeship, they will move from the apprenticeship wage to the adult apprentice wage.

Apprentice means a person who is undertaking in a trade, declared vocation or other occupation under a contract of training.

18.2 Engagement

The Company may engage Apprentices in any of the apprenticeship trades or callings cited in the Vocational Education and Training Act 1996 (WA).

18.3 Wage Rates

First Year	55%
Second Year	65%
Third Year	75%
Fourth Year	90%

Wage progression occurs when:

- a) The required percentage of competencies (or competency points) for the relevant stage of the qualification has been attained; or
- b) After 12 months employment in a stage.

whichever occurs first.

18.4 Adult Apprentices

Adult apprentices shall be entitled to receive the percentages of the hourly rate of wages of the Tradesperson Level 1 applicable to the Apprentice's trade type or their current rate, whichever is the greater:

First Year	80%
Second Year	85%
Third Year	90%
Fourth Year	95%

Wage progression occurs when:

- a) The required percentage of competencies (or competency points) for the relevant stage of the qualification has been attained; or
- b) After 12 months employment in a stage

whichever occurs first.

At the completion of an Apprentice's training contract, the Company, may at its discretion, offer the Apprentice employment with the Company. Unless otherwise indicated in writing by the Company, the Apprentice's engagement will cease at the completion of their training contract.

GENERAL PROVISIONS

19. General

19.1 Employee's Responsibilities

Employees are required to undertake all duties, within their level of competence, necessary to effectively carry out their role in addition to any other directed duties which the Employee can perform safely and in accordance with law.

The opportunity to progress within the Company will be based on the operational requirements and the skills required for a particular role. There shall be no demarcation of work between Employees if those duties are within the Employee's skills, competence, and training.

Where the Employee is required to work on a worksite, a mine site or mine lease managed by the Company's Client, the Employee agrees to comply with all prevailing worksite, mine site or mine lease rules, regulations, policies, and procedures (which may vary, at the Client's sole discretion, from time to time).

- a) The Employee agrees to:
- (i) Disclose any medical or health restrictions that may affect them in their performance of their duties;
 - (ii) Having the legal right to work in Australia;
 - (iii) Inform the Company if their legal right to work in Australia or any other precondition to their continued employment is revoked, cancelled, or expires, such that you cease to be able to perform in the Position. In this instance the Company reserves the right to treat the Employee's employment as terminated by frustration with or without notice;
 - (iv) Notify the Company immediately if the conditions or status of their legal right to work in Australia is affected in any way;
 - (v) Hold the qualifications and licences necessary to perform the Position, including but not limited to any vehicle licences, trade or industry specific licences, registrations, and or certifications;
 - (vi) Notify the Company of any criminal offence (not traffic offences dealt with by fine) that the Employee has been convicted of prior to the Date of this Agreement, or that they have been charged with during employment involving theft, dishonesty, or offences of violence or impropriety against the person.
 - (vii) Provide the Company upon commencement of employment, and from time to time upon request, a National Police Clearance valid within the preceding six (6) months;
 - (viii) Undertake any additional professional development, training, or education and or obtaining such certification or licences as may be directed by the Company;
 - (ix) Disclose and provide particulars concerning the nature and date of all harassment and/or bullying orders made by the Fair Work Commission pursuant to s789FC of the Act of which the Employee is referred to as Respondent.
 - (x) Appropriately satisfy the Company that the Employee's involvement in any Orders do not provide an indicator that their participation in the Company's workplaces would create an unacceptable health and safety risk. This provision does not create any obligation to disclose particulars concerning any Orders to which the Employee is not referred to as Respondent.
- b) It is the Employee's responsibility to ensure compliance with the requirements above and must provide the Company with proof of compliance upon request. Failure to do this may lead to suspension from duty and / or disciplinary action.

19.2 Discretionary Benefits and Allowances

You may be eligible to receive an allowance and / or participate in incentive arrangements offered by the Company from time to time. Details of these arrangements will be provided to you separately, and do not form a part of your employment agreement. Incentive arrangements may be varied or withdrawn at the absolute discretion of the Company.

The ongoing provision of these allowances or benefits will be at the sole discretion of the Company and / or in accordance with the Company Policies, which the Company may amend or vary at its sole discretion from time to time.

The Company may change the basis on which it provides an allowance or discretionary benefit to you from time to time at its sole discretion and in such circumstances, you agree that there will be no claim by you for compensation.

Some discretionary benefits require an annual Fringe Benefits Tax (FBT) statutory declaration to be completed at the end of the FBT year, or at other times as required, to comply with the Company and Australian Taxation Office reporting requirements.

19.3 Health, Safety and Environment

The Health and Safety of all persons employed by the Company is of the utmost importance.

Appropriate resources will be made available to ensure compliance with all relevant Acts, Regulations and Codes of Practice to make the workplace safe and without risk to health.

It is a primary responsibility of all people employed by the Company to ensure that their jobs are performed safely and without injury to themselves or their workmates, to the environment or equipment. A number of Health and Safety communication and consultation mechanisms are actively employed on the site.

19.4 Fitness for Work

The Company promotes the fitness for duty philosophy that will assist in improving the health and safety of Employees, contractors and visitors and is fundamental to the business success. In particular, the promotion of fitness for duty may incorporate various initiatives and processes, including drug and alcohol testing developed in accordance with Company standards and in compliance with Company/Client procedures.

The Employee undertakes medical tests as directed by the Company and authorises the relevant medical practitioner to release to the Company the results of any such medical test to the Company, without the requirement for further consent (written or oral).

If any results of tests are outside the assessment criteria, specified in the Fitness for Work policy, Employees may be subject to the Company's disciplinary process.

If the Company has reasonable concerns about your fitness for work or our duty of care, the Company may direct you to attend a medical examination with a medical practitioner of our choosing at our expense. You agree to:

- (i) Cooperate with the Company and the medical practitioner(s) appointed to examine and or assess your fitness for work;
- (ii) The medical practitioner releasing to us the findings of any drug and or alcohol test, and / or report as to your fitness to perform your duties.

All offers of employment are conditional on the initial medical examination indicating that Employees are and will remain able to carry out the duties of the position.

19.5 Intellectual Property

Intellectual property means all present or future rights conferred on the Company by statute, common law, equity, custom or usage, in or in relation to any:

- a) Copyrights as defined in the Copyright Act 1968 (Cth);
- b) Designs, patents, trademarks, logos and get up, operations, software or systems used or developed by the Company or other intellectual property rights belonging to the Company in semiconductor, circuit layouts, psychometric tests, software, consulting approaches and pricing models, whether registered, unregistered or applied for;
- c) Trade, business, corporate, Company or domain name;
- d) Know-how, inventions, processes, techniques, whether in writing or recorded in any form;
- e) Any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967;
- f) Any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific, or artistic fields; and
- g) Any Moral Rights,

and includes:

- h) All applications for registration, extension, renewal or otherwise in respect of the rights and property referred to in paragraphs (a) to (g) of this definition; and
- i) All rights of action in respect of the rights or property referred to in paragraphs (a) to (g) of this definition.

19.6 Personal Communication Devices

- a) The Employee may not use a mobile phone or any other personal communication device for personal matters during working hours beyond reasonable and modest use.
- b) Personal communication devices may be prohibited on site depending on your work location. When the Employee is on a mine or construction site, they may not use a mobile phone, camera, or any other communication device other than as authorised for the purposes for which they are on site.
- c) The Employee may not use a personal communication device to take photographs or record video footage without the explicit written permission from the Company's authorised representative.
- d) The Employee is not to publish or distribute photographs and/ or video footage to external platforms or external parties without the explicit written permission from the Company's authorised representative.

An Employee's failure to comply with this clause may result in disciplinary action.

19.7 Workplace Surveillance

- (a) The Employee acknowledges and agrees to the Company carrying out workplace surveillance to ensure:
 - (i) The health, safety and welfare of Company, Employees, client employees, sub-contractors, and visitors.
 - (ii) The integrity, security and service delivery of its systems and networks.
 - (iii) Compliance with legal obligations.
- (b) The Employee acknowledges that while carrying out workplace surveillance, the Company collects, creates, and stores records and information (including logs, images, backups, and archives) using any one or more of the following methods:
 - (i) Telephone monitoring of activity on company devices.

- (ii) Camera monitoring through fixed and mobile security cameras throughout all premises and vehicles.
 - (iii) Computer monitoring of email accounts, internet usage, hard drive and servers or any other data-related activity on company IT resources.
 - (iv) Tracking monitoring through installed global positioning systems on all vehicles and mobile equipment, Company supplied radio and isolated worker devices.
- (c) The Employee acknowledges that in carrying out workplace surveillance, the Company records and stores information and creates records (including reports) in relation to:
- (i) Movements within a Workplace.
 - (ii) Movements of vehicles and mobile equipment on client sites.
 - (iii) Access to Company facilities (buildings and locations within buildings).
 - (iv) Connection of devices (whether owned by the Company or not) to IT Resources and the Network. This includes logging access at specified wired and wireless data points.

19.8 Workplace Training

The Parties agree that the Company will ensure that all Employees are suitably trained to carry out the functions and duties that the Company requires them to perform. Training will be provided at the reasonable direction of the Company in accordance with the productive needs of the business.

To ensure Employees are equipped with the necessary skills to perform their work and have the opportunity to develop a broader range of skills that are aligned with operational requirements, Employees are required to attend scheduled training and inductions from time to time.

Employees directed to undergo inductions and training courses during working hours or rostered time off will be paid at their Flat Hourly Rate.

19.9 Performance Review

The Company may review an Employee's work performance consistent with the Company's Work Performance Appraisal system.

19.10 Reimbursement of Business Expenses

The Company will reimburse the Employee for all reasonable expenses that they incur in connection with performing their obligations under this Agreement, in accordance with the Company's Policies and Procedures, provided the expense is approved before it was incurred. The Employee will provide such proof of expenses for reimbursement as the Company may reasonably require.

Schedule 1 – Roster Patterns

Rosters

- A 2 On and 1 Off – rotating days and nights
- B 8 On and 6 Off
- C 8 On and 6 Off days only
- D 2 On and 2 Off and 7 On and 7 Off – rotating days and nights

Legend	
Day Shift	DS
Night Shift	NS
Fly In AM	FIA
Fly Out AM	FOA
Rest and Recover	RR

Roster A - 2 On and 1 Off Days and Nights (7D 7N 7X_12hrs) – Rotating Days and Night Shift Roster

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Week 1			FIA DS	DS	DS	DS	DS
Week 2	DS	DS	NS	NS	NS	NS	NS
Week 3	NS	NS	FOA / RR	RR	RR	RR	RR
Week 4	RR	RR					

This roster involves Employees working shifts of up to 12 hours, not including any shift change over.

Roster B1 - 8 On and 6 Off (8D 6X 8N 6X_12hrs) – Rotating Days and Night Shift Roster

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Week 1			FIA DS	DS	DS	DS	DS
Week 2	DS	DS	DS	FOA RR	RR	RR	RR
Week 3	RR	RR	FIA NS	NS	NS	NS	NS
Week 4	NS	NS	NS	FIA RR	RR	RR	RR
Week 5	RR	RR					

This roster involves Employees working shifts of up to 12 hours, not including any shift change over.

Roster C - 8 On and 6 Off (8D 6X_12hrs) – Days Only

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Week 1			FIA DS	DS	DS	DS	DS
Week 2	DS	DS	DS	RR	RR	RR	RR
Week 3	RR	RR	FIA DS	DS	DS	DS	DS
Week 4	DS	DS	DS	RR	RR	RR	RR
Week 5	RR	RR					

This roster involves Employees working shifts of up to 12 hours, not including any shift change over.

Roster D1 - 2 On and 2 Off (7D 7N 14X_12hrs) – Rotating Days and Night Shift Roster

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Week 1			FIA / DS	DS	DS	DS	DS
Week 2	DS	DS	NS	NS	NS	NS	NS
Week 3	NS	NS	FOA / RR	RR	RR	RR	RR
Week 4	RR	RR	RR	RR	RR	RR	RR
Week 5	RR	RR					

This roster involves employees working continuous periods of up to 12 hours

Roster D2 - 7 On and 7 Off (7D 7X_12hrs) – Rotating Days and Night Shift Roster

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Week 1			FIA / DS	DS	DS	DS	DS
Week 2	DS	DS	RR	RR	RR	RR	RR
Week 3	RR	RR	FIA / DS	DS	DS	DS	DS
Week 4	DS	DS	RR	RR	RR	RR	RR
Week 5	RR	RR					

This roster involves employees working continuous periods of up to 12 hours

Schedule 2 – Classification Structure and Rates

MINING		Flat Hourly Rate		Aggregate Annualised Salary			
MACA Classification	Award Level and Classification	Minimum	Casual	Roster A	Roster B	Roster C	Roster D
Production Mining – Operators							
Mining Operator (Trainee) - Level 1	1 - Basic	\$40.50	n/a	\$118,260	\$101,366	\$101,366	\$88,695
Mining Operator (One Machine) – Level 2	2 - Intermediate	\$42.00	\$52.50	\$122,640	\$105,120	\$105,120	\$91,980
Mining Operator (Competent 2 Machines) – Level 3	3 - Competent	\$44.00	\$54.00	\$128,480	\$110,126	\$110,126	\$96,360
Mining Operator (Competent 3 Machines) – Level 4	4 - Advanced	\$46.50	\$57.50	\$135,780	\$116,383	\$116,383	\$101,835
Mining Operator (All Rounder – Training on EXO) – Level 5	4 - Advanced	\$49.00	\$59.00	\$143,080	\$122,640	\$122,640	\$107,310
Mining Operator (Excavator) – Level 6	4 - Advanced	\$56.50	\$68.50	\$164,980	\$141,411	\$141,411	\$123,735
Mining Leading Hand	4 - Advanced	\$59.50	\$71.50	\$173,740	\$148,920	\$148,920	\$130,305
Production Mining – Blast							
Blast Crew – Trainee – Level 1	1 - Basic	\$40.50	n/a	\$118,260	\$101,366	\$101,366	\$88,695
Blast Crew – Level 2	2 - Intermediate	\$41.50	\$52.50	\$121,180	\$103,869	\$103,869	\$90,885
Blast Crew – Level 3	2 - Intermediate	\$44.50	\$54.00	\$129,940	\$111,377	\$111,377	\$97,455
Shotfirer – Level 4	3 - Competent	\$49.50	\$59.50	\$144,540	\$123,891	\$123,891	\$108,405

Shotfirer – Level 5	3 - Competent	\$54.50	\$66.00	\$159,140	\$136,406	\$136,406	\$119,355
Shotfirer – Level 6	4 - Advanced	\$60.00	\$72.00	\$175,200	\$150,171	\$150,171	\$131,400
Production Mining – Drilling							
Driller (Trainee) – Level 1	1 - Basic	\$40.50	n/a	\$118,260	\$101,366	\$101,366	\$88,695
Driller – Level 2	2 - Intermediate	\$46.50	\$56.00	\$135,780	\$116,383	\$116,383	\$101,835
Driller – Level 3	3 - Competent	\$51.50	\$62.00	\$150,380	\$128,897	\$128,897	\$112,785
Driller – Level 4	3 - Competent	\$55.50	\$67.00	\$162,060	\$138,909	\$138,909	\$121,545
Driller – Level 5	4 - Advanced	\$58.50	\$71.00	\$170,820	\$146,417	\$146,417	\$128,115
Drill and Blast Leading Hand	4 - Advanced	\$53.00	n/a	\$154,760	\$132,651	\$132,651	\$116,070
MAINTENANCE							
Stores Person - Level 1	1 - Basic	\$46.00	\$56.00	\$134,320	\$115,131	\$115,131	\$100,740
Stores Person - Level 2	2 - Intermediate	\$50.00	\$60.00	\$146,000	\$125,143	\$125,143	\$109,500
Stores Person - Level 3	3 - Competent	\$54.00	\$64.00	\$157,680	\$135,154	\$135,154	\$118,260
Trades Assistant	1 - Basic	\$44.00	\$52.00	\$128,480	\$110,126	\$110,126	\$96,360
Service Person – Level 1	2 - Intermediate	\$46.00	\$56.00	\$134,320	\$115,131	\$115,131	\$100,740

Service Person – Level 2	3 - Competent	\$52.00	\$62.00	\$151,840	\$130,149	\$130,149	\$113,880
LV Mechanic - Level 1	3 - Competent	\$52.00	\$62.00	\$151,840	\$130,149	\$130,149	\$113,880
LV Mechanic - Level 2	4 - Advanced	\$56.00	\$66.00	\$163,520	\$140,160	\$140,160	\$122,640
HD Fitter - Level 1	3 - Competent	\$58.00	\$68.00	\$169,360	\$145,166	\$145,166	\$127,020
HD Fitter - Level 2	4 - Advanced	\$62.00	\$74.00	\$181,040	\$155,177	\$155,177	\$135,780
HD Fitter - Level 3	4 - Advanced	\$68.00	\$80.00	\$198,560	\$170,194	\$170,194	\$148,920
Machine Specialist - Level 1	4 - Advanced	\$72.00	\$86.00	\$210,240	\$180,206	\$180,206	\$157,680
Machine Specialist - Level 2	5 - Advanced Specialist	\$76.00	\$90.00	\$221,920	\$190,217	\$190,217	\$166,440
Tyre Fitter - Level 1	3 - Competent	\$58.00	\$68.00	\$169,360	\$145,166	\$145,166	\$127,020
Tyre Fitter - Level 2	4 - Advanced	\$64.00	\$76.00	\$186,880	\$160,183	\$160,183	\$140,160
Boilermaker / Welder - Level 1	3 - Competent	\$55.00	\$66.00	\$160,600	\$137,657	\$137,657	\$120,450
Boilermaker / Welder - Level 2	4 - Advanced	\$58.00	\$68.00	\$169,360	\$145,166	\$145,166	\$127,020
Auto Electrician - Level 1	3 - Competent	\$60.00	\$72.00	\$175,200	\$150,171	\$150,171	\$131,400
Auto Electrician - Level 2	4 - Advanced	\$64.00	\$76.00	\$186,880	\$160,183	\$160,183	\$140,160
High Voltage Electrician - Level 1	4 - Advanced	\$62.00	\$74.00	\$181,040	\$155,177	\$155,177	\$135,780

High Voltage Electrician - Level 2	5 - Advanced Specialist	\$66.00	\$80.00	\$192,720	\$165,189	\$165,189	\$144,540
Maintenance Leading Hand - Level 1	5 - Advanced Specialist	\$68.00	\$80.00	\$198,560	\$170,194	\$170,194	\$148,920
Maintenance Leading Hand - Level 2	5 - Advanced Specialist	\$72.00	\$86.00	\$210,240	\$180,206	\$180,206	\$157,680

Apprentices

Classification	Description	Min Rate	Mature Age <21
1 st Year Apprentice	Perth based in the Workshop – 5/2 roster	\$19.00	\$34.00
2 nd Year Apprentice	Perth based in the Workshop – 5/2 roster	\$28.00	\$40.00
2 nd Year Apprentice (Site)	Site based 2/1 day/night roster	\$34.00	\$42.00
3 rd Year Apprentice	Site based 2/1 day/night roster	\$40.00	\$44.00
4 th Year Apprentice	Site based 2/1 day/night roster	\$48.00	\$52.00
4.5 Year Apprentice	Site based 2/1 day/night roster	\$50.00	\$54.00

Appendix A – Allowances

Allowance Type	Amount	Frequency
Health and Safety Representative	\$0.50	Per hour
Bus Driver	\$1.00	Per hour
Extra Duties	\$1.00	Per hour
Extra Duties	\$2.00	Per hour
Higher Duties	\$3.00	Per hour
Crew Trainer	\$2.00	Per hour
Leading Hand Allowance	\$3.00	Per hour

Please note: Compensation for these allowances has not been included in the Aggregate Annualised Salary as outlined in this Schedule.

Signing page

Signed for and on behalf of the Company on 12 December 2023:

MACA Mining Pty Ltd (ACN 22 102 886 064)


Signature


Head of People & Communications – Australia West
Position

Linda Devereux
Name (print)

45 Division Street, Welshpool WA 6106
Address

Date 12/12/23

Signed by the representative of the Employees covered by the Agreement on 8 December 2023: Signed by Montel Pene in the presence of Jamie Pringle, Project Manager.


Signature

Blast Crew labourer
Position (authority to sign)

Montel Pene
Name (print)

24 Milina st, Hillman, 6168
Address

Date 8/12/23