

ORICA AUSTRALIA PTY LTD GUNNEDAH BASIN COAL ENTERPRISE AGREEMENT 2024

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1. DEFINITIONS

Act	Fair Work Act 2009 (Cth) (as amended)
Agreement	Orica Australia Pty Ltd Boggabri Coal Enterprise Agreement 2024 and any variations to it
Annualised Salary	Is the annual salary outlined in clause 11 remuneration. The annualised salary includes applicable loadings for the roster.
Base Salary	That component of salary referred to as the base rate of pay
Casual Employee	Means an employee who is engaged and paid as such
MEU	Mining and Energy Union
Company	Orica Australia Pty Limited
Consultation	Means the timely exchange of relevant information and ideas in such a manner that the parties have the actual and genuine opportunity to influence the outcome.
Customer	Means an entity which buys goods and/or services from Orica Australia Pty Ltd
Employees	The term used to collectively describe Existing Employees and/or new Employees as defined and referred to in clause 3(ii)
FWC	Fair Work Commission
Fixed Term Contract	Employment which is on fixed term rather than a permanent basis
Hourly Rate	Is the base hourly rate outlined in clause 11 remuneration tables.
Mine	Means a mine or a Customer serviced by the Company
NES	National Employment Standards
Non-rostered overtime	Means any overtime beyond rostered overtime
Part-time Employment	Employment which averages less than 38 ordinary hours per week which may be permanent or temporary.
PPE	Personal Protective Equipment
Regulations	Fair Work Regulations 2009
Rostered Hours	Means those ordinary hours of work and that rostered overtime contained in the roster.
Rostered Overtime	Means overtime which forms an integral part of the Employee's roster
SSAN	Security Sensitive Ammonium Nitrate

2. TITLE

This Agreement shall be known as the Orica Australia Pty Ltd Gunnedah Basin Coal Enterprise Agreement 2024.

3. APPLICATION AND INCIDENCE

This Agreement shall cover and apply to:

- i) Orica Australia Pty Ltd (the Company), and
- ii) Employees who are employed by the Company at Boggabri Site in the classifications listed in clause 11.1.1
- iii) This Agreement can be extended to cover employees at any new business won by the Company within the Gunnedah basin, during the term of the Agreement, provided that the classifications of work at these sites or site are listed in Clause 11.1.1

The Mining and Energy Union (MEU), as bargaining representative for Employees whom they are entitled to represent in relation to the negotiations for this Agreement, may apply to FWC to be covered in accordance with the Act.

4. RELATIONSHIP WITH OTHER INDUSTRIAL INSTRUMENTS

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

This Agreement operates to the exclusion of, and overrides, any Industrial Instrument that would otherwise apply to the Company and the Employees.

The Company acknowledges that there is a dispute as to whether the Employees (or some of them) are eligible to be members of the Coal LSL portable long service scheme.

If the dispute is resolved (including on appeal) on a basis that establishes that the Employees are eligible to be members of the scheme, consideration will be given as to whether the Mining Industry Award 2010 or the Black Coal Award 2020 shall apply in future.

5. COMMENCEMENT AND TERM

This Agreement shall operate seven days after it has been approved by FWC and shall nominally expire on 1 April 2028.

6. BETTER OFF OVERALL

This Agreement shall be read subject to the NES which shall have effect in accordance with the Act.

For the purposes of applying the Better-off Overall test, the parties agree that the Mining Industry Award 2010 as amended as at the time of certification shall apply.

The Company acknowledges that there is a dispute as to whether the Employees (or some of them) are eligible to be members of the Coal LSL portable long service scheme.

If the dispute is resolved (including on appeal) on a basis that establishes that the Employees are eligible to be members of the scheme, consideration will be given as to whether the Mining Industry Award 2010 or the Black Coal Award 2020 shall apply in future.

7. INDIVIDUAL FLEXIBILITY AGREEMENT

7.1. A Company and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

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

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

- 7.2.1. are about permitted matters under section 172 of the Fair Work Act 2009; and
- 7.2.2. are about are not unlawful terms under section 194 of the Fair Work Act 2009; and
- 7.2.3. result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 7.3.** The company must ensure that the individual flexibility arrangement:
- 7.3.1. is in writing;
 - 7.3.2. includes the name and the Company and Employee;
 - 7.3.3. is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 7.3.4. Includes details of:
 - 7.3.4.1. The terms of the enterprise agreement that will be varied by the arrangement; and
 - 7.3.4.2. how the arrangement will vary the effect of the terms; and
 - 7.3.4.3. 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
 - 7.3.4.4. States the day on which the arrangement commences.
- 7.4.** The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5.** The Company or Employee may terminate the individual flexibility arrangement;
- 7.5.1. By giving no more than 28 days written notice to the other party to the arrangement; or
 - 7.5.2. If the Company and Employee agree in writing – at any time.

8. HEALTH ASSESSMENTS

To satisfy the requirements of Order 43, employees may be required to attend their Periodic Medicals or Medical Reviews outside of rostered time. Where employees are requested to attend Periodic Medicals or Medical Reviews outside of rostered work time the company shall bear all costs associated with the attendance of the employee at these Medicals. These costs include the cost of the medical or medical review, reasonable compensation for travel expenses (ATO rate per km travelled) and loss of wages for the employee at Overtime rates for a minimum of 4 hours per attendance.

If the Medical or Medical Review is conducted during work time the company will bear the cost of the Medical and reasonable travel expenses and the employee will be paid as if they had worked their normal shift on that day.

Employees may be required to participate in drug and alcohol testing in accordance with the requirements of legislation and/or Company policy.

9. EMPLOYEE DUTIES

Employees must perform the work that the Company reasonably requires, including work that is incidental and peripheral to the Employee's main task. Any direction to an Employee must be consistent with those Employees' skills and competencies and any work health and safety requirements or statutory provisions.

The Company may, after consultation with the Employee, amend the Employee's duties from time to time. Where the Employee disputes the direction of the Company in relation to the amended duties, the matter will be resolved through the dispute's procedure.

9.1. General Standards of Behaviour

- 9.1.1. Under no circumstances is alcohol or non-prescribed drugs to be brought onto the Company or their customer's premises.
- 9.1.2. Employees must report to work in such a condition that they are able to perform duties properly and safely.
- 9.1.3. All working areas are to be totally smoke-free.
- 9.1.4. Harassment and discrimination, and particularly, sexual harassment of any sort will not be tolerated.

- 9.2. All Employees must obtain a valid security clearance and comply with the Company's Security Clearance Policy (as amended from time to time). Where the policy is amended, Employees will be notified of those amendments. Failure to hold a valid security clearance or comply with the policy may lead to termination of employment. Employees must notify their Supervisor of any change in circumstances that may impact an Employee's SSAN status.

10. PROBATION AND TYPES OF EMPLOYMENT

An employee shall be engaged as casual, fixed term, part time, full time. All Employees will receive an appropriate induction incorporating safe working procedures prior to commencing any work.

10.1. Probation Period

The Company shall engage all new full time, fixed term, and part time Employees on a probationary period of no longer than six (6) months. The period of casual/fixed term employment will count as part of the probationary period. For the avoidance of doubt, casual or fixed term employment with a labour provider does count as Orica service.

The probationary period shall permit the Employee to be inducted, undergo initial training and for the Company to assess the Employees performance. During this probationary period either party may terminate employment by giving one weeks' notice or payment in lieu thereof.

Employees will participate in two review meetings. One meeting to receive feedback regarding performance around the midpoint of the probationary period, to allow the Employee to address any concern/s raised. The second meeting will be to confirm with the Employee the outcome of ongoing employment.

10.2. Casual

A casual Employee is one engaged on an hourly basis and paid as such. Casual Employees engaged to work any day Monday to Sunday inclusive shall receive a loading of 25% on the hourly rate.

- (a) A casual employee must be paid a minimum of 4 hours per engagement.

- (b) The casual loading is paid in lieu of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment as prescribed in this agreement.
- (c) The Company will pay superannuation and long service leave contributions for Casual Employees.
- (d) Any offers and requests for conversion from casual employment to full-time and part-time employment are provided for in the NES.

10.3. Fixed Term Contract

Fixed term contract Employees may be employed for a term of a minimum of 2 months to a maximum of 12 months. Subject to the requirement for short-term variations. Within the 12-month period, an additional fixed term contract/s can be offered.

At the end of the 12 months the Employee is offered permanent employment, or the position ceases to exist. By agreement between the parties the term may be extended to a maximum of an additional six months subject to the requirement for short term variations. The provisions of this Agreement will apply on a pro rata basis. There will be no entitlement to retrenchment pay under clause 29.

Employees shall comply with the general conditions of employment as defined in the individual letter of offer and the provisions of this Agreement. Fixed term Employees will be able to apply for a permanent position as these become available, provided they meet the Company's selection criteria for the advertised vacant position.

10.4. Part Time Employment

An Employee may be engaged to work on a part-time basis for a reasonably predictable number of hours which having regard to the various ways of arranging hours will average less than 38 ordinary hours per week. The conditions of this agreement shall apply to a part time employee on a pro-rata basis.

10.5. Full Time Employment

An Employee may be engaged to work on a full-time basis which average 38 ordinary hours per week.

11. REMUNERATION

Earnings will take the form of an Annual Salary, paid fortnightly into an Employee's nominated bank account or other account. This salary takes into account all obligations on the Company to make payments to Employees under any award or agreement that may apply. Deductions for income tax and superannuation are automatically made.

Employees on an even-time seven (7) day roster, will be requested to work on all Public Holidays that fall on a rostered workday, with the exception of the 25th December and the 26th December. The average number of public holidays rostered for work is nominated under Clause 21, Rosters and Hours of Work for each roster. Compensation for this requirement has been included in the Annual Salary. Employees may

be required to work any of the rosters defined in Clause 18, Rosters and Hours of Work. The Annual Salary will be paid in accordance with the shift roster that the Employee is required to work.

Subject to Customer or Company requirements, Employees may be required to work an alternate roster to that described in this Agreement. For the purpose of any future calculations that may be required in the respective years of the Agreement, the ordinary hourly rates outlined in clause 11.1 will be used.

The annual salaries in clause 11.1 are inclusive of and take account of all hours worked including rostered overtime, all penalties, annual leave loading, payments for rostered public holidays, breaks and all other allowances and payments that would otherwise be payable under the Award for working these arrangements.

11.1. Annual Salary

Salaries will be paid in accordance with clause 11.1.1, 11.1.2, 11.1.3 and shall be payable in the first full pay period to commence on or after the date of the Agreement being made.

Payments will be backdated to 1st April 2024 and 1st April will form the anniversary date for any future increases.

11.1.1. 38 Hour per week Roster Salary Table (Mon-Fri)

Relevant Site/s Upon EA Commencement: Boggabri								
Year 1								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	38	38	1982.79	\$41.38	\$82,055.34	\$15,696.59		\$97,751.93
Lvl 1 Operator	38	38	1982.79	\$45.15	\$89,516.03	\$15,893.82	\$3,045.00	\$108,454.85
Lvl 2 Operator	38	38	1982.79	\$49.74	\$98,627.04	\$16,091.05	\$3,045.00	\$117,763.09
Shotfirer	38	38	1982.79	\$53.58	\$106,231.57	\$16,091.05		\$122,322.62
Year 2								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	38	38	1982.79	\$42.63	\$84,517.00	\$16,167.49		\$100,684.49
Lvl 1 Operator	38	38	1982.79	\$46.50	\$92,201.51	\$16,370.63	\$3,136.35	\$108,572.15
Lvl 2 Operator	38	38	1982.79	\$51.23	\$101,585.85	\$16,573.78	\$3,136.35	\$118,159.63
Shotfirer	38	38	1982.79	\$55.18	\$109,418.51	\$16,573.78		\$125,992.29
Year 3								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	38	38	1982.79	\$43.90	\$87,052.51	\$16,652.51		\$103,705.02
Lvl 1 Operator	38	38	1982.79	\$47.90	\$94,967.56	\$16,861.75	\$3,230.44	\$111,829.31
Lvl 2 Operator	38	38	1982.79	\$52.77	\$104,633.43	\$17,070.99	\$3,230.44	\$121,704.42
Shotfirer	38	38	1982.79	\$56.84	\$112,701.07	\$17,070.99		\$129,772.06
Year 4								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	38	38	1982.79	\$45.22	\$89,664.08	\$17,152.09		\$106,816.17
Lvl 1 Operator	38	38	1982.79	\$49.33	\$97,816.58	\$17,367.61	\$3,327.35	\$115,184.19
Lvl 2 Operator	38	38	1982.79	\$54.35	\$107,772.43	\$17,583.12	\$3,327.35	\$125,355.55
Shotfirer	38	38	1982.79	\$58.54	\$116,082.10	\$17,583.12		\$133,665.23

11.1.2. Even-time 7 Day 12 Hour Roster Salary Tables (Day Shift) (7 on/7 off)

Relevant Site/s Upon EA Commencement: Boggabri								
Year 1								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	42	53.31	2781.64	\$41.38	\$115,115.00	\$15,696.59		\$130,811.59
Lvl 1 Operator	42	53.31	2781.64	\$45.15	\$125,581.57	\$15,893.82	\$3,045.00	\$144,520.39
Lvl 2 Operator	42	53.31	2781.64	\$49.74	\$138,363.35	\$16,091.05	\$3,045.00	\$157,499.40
Shotfirer	42	53.31	2781.64	\$53.58	\$149,031.70	\$16,091.05		\$165,122.75
Year 2								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	42	53.31	2781.64	\$42.63	\$118,568.45	\$16,167.49		\$134,735.94
Lvl 1 Operator	42	53.31	2781.64	\$46.50	\$129,349.01	\$16,370.63	\$3,136.35	\$148,856.00
Lvl 2 Operator	42	53.31	2781.64	\$51.23	\$142,514.25	\$16,573.78	\$3,136.35	\$162,224.39
Shotfirer	42	53.31	2781.64	\$55.18	\$153,502.66	\$16,573.78		\$170,076.44
Year 3								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	42	53.31	2781.64	\$43.90	\$122,125.51	\$16,652.51		\$138,778.02
Lvl 1 Operator	42	53.31	2781.64	\$47.90	\$133,229.48	\$16,861.75	\$3,230.44	\$153,321.68
Lvl 2 Operator	42	53.31	2781.64	\$52.77	\$146,789.68	\$17,070.99	\$3,230.44	\$167,091.12
Shotfirer	42	53.31	2781.64	\$56.84	\$158,107.74	\$17,070.99		\$175,178.73
Year 4								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	42	53.31	2781.64	\$45.22	\$125,789.27	\$17,152.09		\$142,941.36
Lvl 1 Operator	42	53.31	2781.64	\$49.33	\$137,226.37	\$17,367.61	\$3,327.35	\$157,921.33
Lvl 2 Operator	42	53.31	2781.64	\$54.35	\$151,193.37	\$17,583.12	\$3,327.35	\$172,103.85
Shotfirer	42	53.31	2781.64	\$58.54	\$162,850.97	\$17,583.12		\$180,434.09

11.1.3. Monday – Friday roster - 10 hour shift (47.5 hours per week)

Monday-Friday - 47.5 Hours / Week (No Public Holidays Worked)								
Relevant Site/s Upon EA Commencement: Boggabri								
Year 1								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	47.5	53.2	2775.9	\$41.38	\$114,877.47	\$15,696.59		\$130,574.06
Lvl 1 Operator	47.5	53.2	2775.9	\$45.15	\$125,322.44	\$15,893.82	\$3,045.00	\$144,261.26
Lvl 2 Operator	47.5	53.2	2775.9	\$49.74	\$138,077.85	\$16,091.05	\$3,045.00	\$157,213.90
Shotfirer	47.5	53.2	2775.9	\$53.58	\$148,724.19	\$16,091.05		\$164,815.24
Year 2								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	47.5	53.2	2775.9	\$42.63	\$118,323.80	\$16,167.49		\$134,491.29
Lvl 1 Operator	47.5	53.2	2775.9	\$46.50	\$129,082.11	\$16,370.63	\$3,136.35	\$148,589.10
Lvl 2 Operator	47.5	53.2	2775.9	\$51.23	\$142,220.19	\$16,573.78	\$3,136.35	\$161,930.32
Shotfirer	47.5	53.2	2775.9	\$55.18	\$153,185.92	\$16,573.78		\$169,759.70
Year 3								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	47.5	53.2	2775.9	\$43.90	\$121,873.51	\$16,652.51		\$138,526.02
Lvl 1 Operator	47.5	53.2	2775.9	\$47.90	\$132,954.58	\$16,861.75	\$3,230.44	\$153,046.77
Lvl 2 Operator	47.5	53.2	2775.9	\$52.77	\$146,486.80	\$17,070.99	\$3,230.44	\$166,788.23
Shotfirer	47.5	53.2	2775.9	\$56.84	\$157,781.50	\$17,070.99		\$174,852.49
Year 4								
Classification	Hours Worked	Weekly Pay Hours	Annual Pay Hours	Hourly Rate	Base Annual Salary	Boggabri Allowance	TLS Allowance	AYW
Bench Assistant	47.5	53.2	2775.9	\$45.22	\$125,529.72	\$17,152.09		\$142,681.81
Lvl 1 Operator	47.5	53.2	2775.9	\$49.33	\$136,943.22	\$17,367.61	\$3,327.35	\$157,638.18
Lvl 2 Operator	47.5	53.2	2775.9	\$54.35	\$150,881.40	\$17,583.12	\$3,327.35	\$171,791.88
Shotfirer	47.5	53.2	2775.9	\$58.54	\$162,514.94	\$17,583.12		\$180,098.07

11.2. Non-Rostered Overtime

Subject to the provisions of the NES, overtime may be required to be worked outside the rostered hours defined in Clause 18 Rosters and Hours of Work. Such hours will be paid at double the hourly rate prescribed in table 11.1.1, 11.1.2 and 11.1.3 for the employees relevant classification for all hours worked. No additional allowances or penalties apply to these rates. Any non-rostered overtime must only be worked in accordance with Orica and/or the relevant Customer's fatigue policies, as amended from time to time.

Any exceptions must be referred to the site's Area Business Manager, or delegate for approval.

11.3. Accident Pay

For an initial period of 39 weeks, made up of one or multiple periods the employee will be paid as if at work from the date of injury an Employee will be paid by the Company.

If at the end of 39 weeks an Employee is still receiving payments, the Company will pay the Employee for up to a further 39 weeks, made up of one or multiple periods, as if on personal leave.

Accident pay will cease when an Employee resumes work or after a maximum of 78-weeks from the date of injury, whichever comes first.

In the event of incapacity lasting for part of a week, the amount payable as accident pay shall be direct pro rata. Accident pay entitlements do not exist for any period of paid annual leave or long service leave or for any paid public holiday.

Should the Employee recover damages from a third party in respect of the said injury independently of CMI, they shall be liable to repay the Company the amount of accident pay which the Company has paid and shall not be entitled to any further accident pay thereafter.

In the event that the Company gives an Employee notice of termination of employment where he/she is absent from work on accident pay, the termination of employment will not take effect until the incapacity ceases or seventy eight weeks has elapsed from the first day of incapacity for work due to the injury, whichever event occurs first or otherwise by agreement between the Employee and the Company.

11.4. Call Back

An Employee recalled to work non-rostered additional hours after leaving the mine (whether the Employee was notified before or after leaving the mine), will be paid for at least 4 hours at the overtime rate for each time recalled. This provision will not apply if the call back is as a result of the Employee failing to comply with safety or lock out procedures.

An Employee will not be required to work the full 4 hours if the job to be performed is completed within a shorter period except where unforeseen circumstances arise. However, if the Employee is recalled before 4 hours have elapsed from when the first call back commenced, payment will be as if only one call back had occurred.

Non-rostered overtime worked on a call back will not be regarded as time for the purposes of a 10-hour rest period if the actual time worked is less than four hours on any call back or on each of any call back. These call back provisions do not apply where it is customary for an Employee to return to work to perform

a specific job outside the Employee's ordinary working hours or where the non-rostered Overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.

11.5. Salary Sacrifice Options

11.5.1. Superannuation Contributions

Employees may elect to have the Company make additional superannuation contributions on their behalf from their before-tax income into a complying Superannuation Fund in accordance with the rules of the fund. A "Change of Contribution" form which can be found on the Company Globe or from the relevant Site Supervisor must be completed by the Employee and sent to the payroll office.

11.6. Relocation within New South Wales Sites

Relocation will be the responsibility of the Employee to arrange and manage during non-rostered hours. Where an employee applies for and is appointed to, a vacant position within another Orica site relocation may be requested for approval by the relevant Area Business Manager. If approved, it must be included in the Employees transfer offer letter. Relocation will only be applicable where an Employee accepts an internal transfer within the Company to another site where the Employee would reside within 50 km/s by road of the site location.

Where an Employee decides to leave the organisation or is terminated, excluding redundancy, within six months of relocating the Company may recover 100% or 50% within 12 months, of the reimbursement from the Employee's termination payment, except where the Employee's termination is as a result of illness, or other agreed exceptional circumstances.

In the event of loss of contract (site demobilization) and where the Employee has accepted an alternate role covered by this Agreement, the Company will pay for relocation expenses to support the Employee to source an alternative arrangement. The Employee will be required to provide receipts and three quotes which establish the cost of relocation.

11.7. Higher Duties

Where the business requires an Employee to perform in a higher position, the Employee will receive the rate for that position for the period of time in the role.

The higher rate will only be paid where the Employee acts in the higher position for a continuous period of more than 50% of each shift hours.

12. TEMPORARY TRANSFERS

This clause applies where the Employee may commence their shift at an alternate site.

12.1. Company Initiated

The Company may request that an Employee temporarily transfer to another Orica site for up to three (3) months so long as the site is within 200km return of their current site. Where the company initiates a transfer, the entitlements in clause 12.2 will apply.

Temporary transfers to a site further than 200km return, will be by agreement only.

The term of the transfer can be further extended beyond three (3) months by agreement only. The company must provide a minimum of 14 days' notice prior to the transfer, or less by mutual agreement. Should any Employee form the view that they are being excessively utilised for temporary transfer coverage, they will progress their concerns through the disputes resolution as listed in Clause 24.

12.2. Conditions for Company Initiated Transfer

In the event of 12.1 company initiated temporary transfer, the Employee shall receive the following;

- a) Company provided transport or, a kilometre reimbursement on personal transport as per the Company vehicle policy for the difference of the extra distance travelled between the current site and temporary transfer site. Company provided transport will be provided at company discretion.
- b) Where the Employee is required to fly to site, the Company shall provide flights and a means of transport from the airport to the temporary site location for the duration of the transfer.
- c) Where a company initiated temporary transfer requires overnight stays, the company will provide accommodation.
- d) In compensation for meals and other expenses incurred during a company initiated, temporary transfer, employees will be entitled to an allowance of \$90 flat rate for every rostered work day the employee works on the transfer site. The entitlements shall be as per Group Standard GS.35.
- e) For the purpose of clarity, this means if an employee works a 7-day, continuous shift roster, they will receive the allowance for every 7 shifts worked on the transferred site).

12.3. Company Initiated Transfer Process

The Company may nominate the Employee based on skills and experience. An Employee may only refuse the request from the Company where they can demonstrate that the request is not reasonable. In the event of a grievance or dispute arising out of this clause, it shall be dealt with in accordance with the dispute's resolution procedure.

In the event that the Company wins new business in the Gunnedah basin following the increased scope of this Agreement, every effort practicable will be made to source employees for the new business in a way that would allow current employees based at Boggabri Coal to remain at their current site.

12.4. Employee Initiated

Employees may request temporary site transfers during a site shutdown and/or due to personal reasons. In such event, the request will be reviewed by the Territory Manager and where operational requirements permit, this request will be accommodated for up to three (3) months or more by mutual agreement.

In such instances, all expenses related to the temporary transfer will be incurred by the employee unless otherwise agreed to in writing, by the company.

13. HEALTH, SAFETY AND ATTENDANCE BONUS

The Health, Safety and Attendance bonus has been designed to encourage and reinforce health, safety and attendance within the workplace. The payment has two parts:

13.1. Health & Safety Bonus

Employees will be entitled to an annual bonus of \$2500 based on the LTI rate for the year, as per the table below.

Bonus paid	
\$2500	LTI < 1
\$1250	LTI = 1
\$0	LTI > 1

The first qualifying period will be from the commencement of the Agreement to 30 November 2024. The bonus paid will be pro-rata'd to the equivalent of LTI < 1 for the 12-month qualifying period.

The following 3 full qualifying periods will from 1 December each year to 30 November of the following year with the final qualifying period ending 30 November 2027. Payment will be made in December of each year.

Where an employee has exceptional circumstances requiring extended leave within a qualifying period, discretionary consideration for payment of an attendance bonus may be applied by the Area Business manager for that affected period. Some examples of exceptional circumstances may include, but are not limited to, significant events of physical trauma, long term illness or injury.

Employees who commence employment during the qualifying period will have the number of absences and payment pro-rata'd for the duration of their employment to 30 November.

Employees must still be employed at 30 November to qualify for that year's payment.

13.2. Attendance Bonus

Employees will be entitled to an annual bonus of \$2500 if they are absent on personal leave or unauthorised unpaid leave (absences) for 8 shifts or less during the previous 12-month qualifying period.

The first qualifying period will be from the commencement of the Agreement to 30 November 2024. The maximum number of absences during the first qualifying period will be pro-rata'd to the equivalent of 8 absences applying for the 12-month qualifying period. Employees who do not exceed the pro-rata'd maximum number of absences in the first qualify period will receive the pro-rata'd \$2500 attendance bonus.

The following 3 full qualifying periods will be from 1 December each year to 30 November of the following year with the final qualify period ending 30 November 2027. Payment will be made in December of each year.

Where an employee has exceptional circumstances requiring extended leave within a qualifying period, discretionary consideration for payment of an attendance bonus may be applied by the Area Business manager for that affected period. Some examples of exceptional circumstances may include, but are not limited to, significant events of physical trauma, long term illness or injury.

Employees who commence employment during the qualifying period will have the number of absences and payment pro-rata'd for the duration of their employment to 30 November.

Employees must still be employed at 30 November to qualify for that year's payment.

14. CONSULTATION

14.1. This term applies if the Company:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

14.2. For a major change referred to in paragraph 14.1:

- a) the Company must notify the relevant Employees of the decision to introduce the major change; and
- b) subclauses 14.3 to 14.9 apply.

14.2.1. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

14.3. If:

- 14.3.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- 14.3.2. the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

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

- a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

- 14.5.** However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 14.6.** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 14.7.** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph 14.2.1 and subclauses 14.3 and 14.5 are taken not to apply.
- 14.8.** In this term, a major change is *likely to have a significant effect on Employees* if it results in:
- 14.8.1. the termination of the employment of Employees; or
 - 14.8.2. major change to the composition, operation, or size of the Company's workforce or to the skills required of Employee's; or
 - 14.8.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 14.8.4. the alteration of hours of work; or
 - 14.8.5. the need to retrain Employees; or
 - 14.8.6. the need to relocate Employees to another workplace; or
 - 14.8.7. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 14.9.** For a change referred to in paragraph 14.1
- 14.9.1. The Company must notify the relevant Employees of the proposed change; and
 - 14.9.2. subclauses 14.11 to 14.15 apply.
 - 14.9.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 14.10.** If:
- 14.10.1. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 14.10.2. The Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 14.11.** As soon as practicable after proposing to introduce the change, the Company must:
- 14.11.1. Discuss with the relevant Employees the introduction of the change; and
 - 14.11.2. For the purposes of the discussion – provide to the relevant Employees:
 - 14.11.2.1. All relevant information about the change, including the nature of the change, and
 - 14.11.2.2. Information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - 14.11.3. Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 14.12. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 14.13. The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 14.14. In this term: **relevant Employees** means the Employees who may be affected by a change referred to in subclause 14.1.

15. TRAINING

The objectives of the Company "Licence to Operate" Training Plan is designed to meet the specific needs of our business and provide the opportunity for Employees to develop a broader skill base aligned with operational requirements and their desired career paths. The Company is committed to ensuring that every Employee has the relevant competencies to undertake their duties in a safe, efficient, and legal manner which is an essential factor in developing the Company as a world class service provider.

Training remains the primary responsibility of the Site Supervisor in conjunction with the Field Trainer, Territory Manager, and the Employee.

Training plans for all Employees will be developed within 3 months of approval of this Agreement or within 3 months on commencement of full-time employment after their probationary period has been completed.

A site matrix of Employee skills and site requirements will be developed for each site. The ability for an Employee to progress to a higher level will be dependent on-site requirements and the Employee's suitability and alternate site opportunities should the Employee wish to transfer. As a vacancy exists at a site there is a requirement for the training to be made available to Employees as identified by the training matrix.

Where a training opportunity exists, and the current Employees do not wish to take up that opportunity or are not deemed suitable, external candidates may be hired directly to the position. If deemed unsuitable for the role, feedback will be provided, and all Employees have access to challenge this through the dispute's resolution procedure in this Agreement.

Where the Company requires an Employee to travel by plane to a training course the Company will pay for all reasonable expenses incurred whilst traveling to and from the training venue. This includes hire car, airfare, accommodation and meals which will be booked by the Company prior to the training being organised. Whilst the Employee is undertaking training, they will be paid for the hours worked at the annualised salary rate whilst on shift and the appropriate overtime rate whilst off shift. The overtime payment will include reasonable travel time capped at 12 hours per day.

Where the Company requires an Employee to travel by car to a training course the Company will pay for all reasonable expenses incurred whilst travelling to and from the training venue. This includes hire car, accommodation and meals as required which will be booked by the Company prior to the training being organised. Where the Employee is required to train at their usual site, transport will not be provided.

No more than 3 days corporate/safety training and 2 days Skills Matrix training per certified year outside of an Employees' normal roster will be requested for training with no less than 4 weeks' notice unless mutually agreed by both parties. In these instances, Employees will be paid for a full day if within rostered hours otherwise it will be considered overtime. The intention is to schedule training in normal rostered hours at site.

16. INTERNAL VACANCIES

All MMU and Shotfirer vacancies will be advertised internally other than those that may be filled by a displaced Employee, for example but not limited to, a demobilizing site.

Where Employees are relocated into a vacancy due to demobilization at their current site, they will only be placed into a position for which they have the appropriate skills, that is, no Employee will be placed into a position for which they do not possess the relevant skills.

17. LICENCE RENEWALS AND USAGE

17.1. The Company will undertake to give Employees the following information to ensure they have sufficient time and resources to keep their competencies current:

17.1.1. 60 days' notice of expiry of Company competency.

17.1.2. Organise appropriate training/timing to enable reassessment.

17.1.3. 30-day reminder of bookings for Company reassessments.

17.1.4. Provide documentation to support competencies within 14 days' notice by Employee that they are applying for reassessment or renewals.

17.2. Where the Employee is required to renew licenses through application this will be the responsibility of the Employee to carry out this function as soon as possible so as to ensure seamless continuation of competencies (ie: Shotfirers Certificate - DEEDI).

17.3. An Employee's remuneration level will not be reduced if the Employee has not been able to maintain competency in the skills due to clause 16.1 not being met, provided that when the information is provided, the Employee is prepared to undertake refresher training and is then prepared to utilize the skills when required.

- 17.4.** The Company will provide payment for:
- 17.4.1.1. Generic inductions,
 - 17.4.1.2. Pre-employment and periodic medicals,
 - 17.4.1.3. SSAN,
 - 17.4.1.4. Trainer & Assessor (where appointed by the Company in this capacity),
 - 17.4.1.5. Forklift or similar support equipment (where required by the Company),
 - 17.4.1.6. Site specific inductions,
 - 17.4.1.7. Shot firer's license,
 - 17.4.1.8. Heavy rigid license,
 - 17.4.1.9. Dangerous goods (where required by legislation),
 - 17.4.1.10. Heavy Combination license (where required by the Company).
- 17.5.** Employees are responsible to provide payment for their standard motor vehicle driver license.
- 17.6.** Where an Employee has failed to keep required external competencies current including; Shotfirers License, Periodic Medicals, Drivers License (including HR) and also including shotfirer reassessment, which would stop them from being able to perform their role, the manager may deem that the most suitable course of action is to amend the Employees' remuneration one level below their current status (until assessed as competent).
- 17.7.** Where it can be shown an Employee is notified directly of impending renewals (i.e via direct email or at the time on swiping into site) and does not take sufficient action to maintain the required competencies for access to the Customer site, the Company can direct the Employee to take leave until the required competencies are achieved.

18. SKILLS MATRIX

It is expected that new Employees will commence as a Bench Assistant where they bring limited prior skills and experience to the role and will progressively move through the skills matrix in line with availability of vacant positions, training programs, business needs and individual capability.

The Employee will progress to the next skill level through assessment of skills based on successfully completing training or through recognition of prior learning. It is through obtaining additional skills to the Employee's current level that they will have the opportunity to apply for positions as they become available. The skills matrix and requirements for progression through roles are summarised in the below table.

Table 1: Progression Summary

Classification	Skill Attained	Progression
Bench Assistant	New or existing employee or previously contingent or labour hire worker not yet assessed as competent as an MMU operator. A bench hand will have or be actively gaining competencies in ancillary equipment or tasks such as heavy rigid licence.	Requires a vacancy Requires supervisor approval Displays effective SHES attributes. Punctuality and attendance at work. Commitment to the team and to Orica's Values.
Level 1 Operator	Demonstrated competence as an MMU operator. Operator who has been assessed as competent in: Stem Truck Loaders Dewatering	Demonstrated competence as an MMU operator. Operator who has been assessed as competent in: Stem Truck Loaders Dewatering Displays effective SHES attributes. Punctuality and attendance at work. Commitment to the team and to Orica's Values. Supervisor Assessed
Level 2 Operator	Operator who has demonstrated proficiency in MMU operations	Demonstrated competence in previous classifications Requires a vacancy Require supervisor approval
Shotfirer	Shotfirer with NSW licence and appointed by MME onsite.	Displays effective SHES attributes. Punctuality and attendance at work. Commitment to the team and to Orica's Values.

Where an Employee accepts an offer of a promotion and they have not achieved some of the skills in accordance with the skills matrix, the Employees' Site Supervisor will develop a training plan to be achieved in their first six (6) months. Where an Employee has had the opportunity and does not achieve the required skills in the training plan, the Employee may be transferred back to their previous position on the terms and conditions applicable for that position. This will be clearly explained in the Employees terms and conditions outlined in their letter of offer.

It is recognised that, with ongoing development in technology and systems, continual learning will be required to maintain competence. All Employees will be provided with sufficient opportunity to maintain the required competence level. This skills matrix may require review and amendment from time to time

and will be displayed on the training notice board as updated. Both parties agree to review the skills matrix on a minimum quarterly basis or an as needs basis.

19. ROSTERS AND HOURS OF WORK

19.1. General

In managing the work demands it is agreed that the emphasis is on delivering a quality service to customers. The parties acknowledge that as contractors in the mining industry, there needs to be significant flexibility around hours of work to meet the customer's demands.

Hours of work will be within the following guidelines:

- (i) An average of 38 ordinary hours per week.
- (ii) Start and finish times may vary from time to time.
- (iii) Payment for all hours outside of the ordinary hour and rostered overtime shall be paid in accordance with clause 11.2, non rostered overtime.
- (iv) Work will start and finish at the employees designated work location. Refer Appendix A.
- (v) The company will nominate the roster employees will be required to work. Should there be a need in the future to consider alternative roster/shift arrangements, then this will happen in consultation with the employee(s) affected and a nominated workforce representative if requested.
- (vi) Rosters and/or crews may change subject to customer's needs and the annual salary adjusted accordingly. Fourteen (14) days' notice will be given by the company to the employee in the event of a roster change.

19.2. Night Shift

Night shift means any shift, the ordinary hours of which finish after midnight and at/or before 8.00am. If there is a customer and company need to provide 24-hour loading coverage, the following rates shall apply:

For rotating and permanent night shift, when 14 days prior notice has been given to the employee, a 25% loading of the ordinary time rate per shift will be paid in addition to the annual salary on submission of approved paperwork. In the event the employee has not been given the appropriate notice, the employee shall receive the appropriate overtime rate for the shift and 25% loading. The appropriate change management policy will be followed, a cross section of the workforce on the applicable site and a member from the lodge executive will be involved in the risk assessment.

19.3. Roster 1: 5 Day Permanent Day Shift (Monday to Friday)

A roster shall be established whereby each employee will be rostered on for 20 working days per 4-week cycle. Average rostered hours worked is 38 ordinary hours.

Table 1: 38 hour per week 5 Day roster – 7.6 hour shifts

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	D	D	D	D	D	-	-

Note: 'D' denotes day shift

19.4. Roster 2 & 3: 7 Days On 7 Days Off (12- or 10.5-hour shift).

Starting and finishing times are dependent upon the requirements of the site and/or customer. The roster pattern includes 7 days of the week with no break in between.

Table 2: 7 Days on 7 Days off roster, 12.0-hour shift

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	D	D	D	D	D	D	D
Week 2	-	-	-	-	-	-	-
Week 3	D	D	D	D	D	D	D
Week 4	-	-	-	-	-	-	-

Table 3: 5 Day Roster – 10.0 hour shift

A roster shall be established whereby each employee will be rostered on for 20 working days per 4-week cycle. Average rostered hours worked is 38 ordinary hours and 9.5 hours rostered overtime.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	D	D	D	D	D	-	-

Note: 'D' denotes day shift

19.5. Meal Breaks

Employees will be entitled to either one 30-minute meal break during a 10-hour shift or two 30- minute meal breaks during a shift greater than 10 hours or a 12-hour shift. Any meal break should be taken at an appropriate time during the shift having regard for work requirements and health and safety considerations. This may require the staggering of breaks with other Employees.

Meal breaks will occur between three but no more than five (5) hours after the commencement of work or from the last break. However, if an Employee is directed by their Site Supervisor, or there is prior approval from the Site Supervisor in writing with the team leader in line with the site fatigue policy to

work for more than five hours without a break for crib then the Employee will be paid for any work beyond five hours at the appropriate overtime rate until a crib break is allowed.

20. EMPLOYEE BENEFITS

20.1 Superannuation

- 20.1.1. Employment with the Company gives Employees the opportunity to select a superannuation fund of choice.
- 20.1.2. The Employer shall pay monthly into a compliant superannuation fund nominated by the Employee or the Employer's default fund (where the Employee fails to nominate a compliant fund). The Employer will pay a percentage of each eligible Employee's annualised salaries prescribed by the relevant superannuation legislation.
- 20.1.3. The contribution level by the Employer shall be the Superannuation Guarantee statutory minimum. As at the time this Agreement is made, the contribution level by the Employer is 11%.

20.2. Working Clothes and Protective Equipment

The Company shall provide five (5) new sets of industrial outer clothing, one pair of work boots and a winter jacket upon commencement of employment to all Employees. Where the Employee is on a 7 Day Roster, seven (7) sets of industrial outer clothing will be supplied. Protective clothing and equipment will be replaced with new on an as needs basis (worn clothes will be required to be provided as proof for replacement clothing to be issued). The Company will issue appropriate sun protection including tinted safety glasses and hard hat wide brims. The issue of PPE will be in accordance with the standard agreed upon between the parties.

20.3. Annual Skin Cancer Checks

Employees may seek reimbursement for costs of up to \$130 per annum for skin cancer checkups and associated services (or Company policy, whichever is greater).

Employees must provide the company with a receipt to be reimbursed in the next applicable pay period. Receipts must be current within the same financial year.

This program is not transferable to any other person or party. If any Employee decides not to partake or only utilise part of his/her allocated fund, the unused monies cannot be claimed by the Employee.

20.4. Wellbeing Program

Each Employee can claim a maximum of \$500.00 per year for their selected program/s, and will be required to provide an invoice where the Employer will pay the account or a receipt where the Employee will be reimbursed.

Selected programs considered appropriate include:

- (a) Gym Membership;
- (b) Pilates;
- (c) Yoga;
- (d) Remedial massage; (e) QUIT Program; and
- (f) Others, as approved by the Employer.

The program will be periodically reviewed by the Employer with input from suitably qualified specialists to ensure that the options offered assist Employees in their day to day field activities.

This program is not transferable to any other person or party. If any Employee decides not to partake or only utilise part of his/her allocated fund, the unused monies cannot be claimed by the Employee.

This is the only Employer Health and Wellbeing program which the Employees covered by this Agreement can partake in.

21. INCLEMENT WEATHER AND NATURAL DISASTER

The Company is committed to ensuring fairness and equity in granting of leave for employee's dealing with circumstances of inclement weather and natural disaster.

Where the Area Business Manager or delegate is made aware that an Employee's immediate family and/or property may be affected by the activities of inclement weather/ natural disaster/ flood/ cyclone, that Employee may be permitted to leave the workplace. When Employees are using Company transport, they will be provided with transport back to their original Company pick up point.

Where the weather is such that normal work including training/systems/utilisation/red books cannot be carried out, which can be reasonably expected to delay operations for more than the shift, or the customer site is shut down, Employees will be able to access one of the following options:

- a. When an Employee arrives to work on site, they shall be allowed to leave site and shall receive no loss of pay for the first day of shift only. Where on subsequent days the Employee decides not to attend for work, the Employee may elect to take unpaid leave or annual leave to cover the period of absence from their roster.
- b. An Employee prior to the commencement of the shift will be able to apply for unpaid or paid leave. Their annual salary and annual leave accrual will be adjusted accordingly.

- c. Where an Employee is unable to leave site once their shift has ended due to road access and the Employee has training/systems/utilisation/red books to complete, the Employee shall receive the appropriate overtime rate for the days these tasks are completed in line with the Company fatigue policy.
- d. Where an Employee has training requirements which have not been met or is already currently inducted at another site which is still operational and the Employee can be usefully utilised, they may continue work if they choose to make themselves available (with the approval of the Site Supervisor). However, Employees who elect to take annual leave or unpaid leave immediately may do so.
- e. Where an Employee is unable to attend work due to site access restrictions (site access is prohibited for reasons outside of the Employee's control), special leave may be applicable. If a site has more than one potential access either by road and/or mine site access, an employee is required to use reasonable endeavors to attend the workplace, should the usual travel route be unusable. Safety is not to be compromised, however if additional travel time is required for access via an alternate route, the alternate route shall be utilised and the Employee shall advise the Supervisor of the delay caused by the alternate route.

21.1. Flood/Cyclone Protocol

- a. The Parties recognise that the region where Employees reside can be subject to flood/cyclone activity. In the event of an official cyclone warning or flood warning declaration from the Bureau of Meteorology for the general area affecting Employees' residences, those Employees shall be allowed to go home at their discretion and immediately notify their Site Supervisor.
- b. Where on subsequent days the Employee is unable to attend for work, the Employee may elect to take unpaid leave or annual leave to cover the period of absence from their roster.
- c. Where the threat of the flood/cyclone has receded (as advised by the relevant authorities and broadcasts), Employees who have left the workplace are expected to return to duty as soon as practicable.

21.2. Natural Disaster Procedure

The parties also recognise that the region where Employees reside, and work can be subject to natural disasters. The Company or its delegate will monitor the development of the natural disaster, as advised by the relevant authorities and/or media, in the work area and provide regular updates to those personnel on shift. Where it becomes evident that the nature of the natural disaster may be of a destructive intensity, the Area Business Manager or delegate will advise personnel accordingly.

Personnel who are permitted to leave the workplace and elect to do so will be paid for the shift. They may, at their election, apply for paid leave or approved unpaid leave to cover their absence from the roster.

Where the threat of the natural disaster has receded (as advised by the relevant authorities) Employees who have left the workplace are expected to return to duty as soon as possible.

22. PUBLIC HOLIDAYS

Employees on a 7-day roster will be requested to work on all Public Holidays that fall on a rostered workday, with the exception of Christmas Day and Boxing Day. Any request to work on a public holiday must be “reasonable” in accordance with the NES. The average number of public holidays rostered for work is five (5). Employees on a Monday-Friday roster will not be rostered to work Public Holidays.

The following public holidays are recognised:

- 1 January (New Year's Day)
- 26 January (Australia Day)
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Easter Tuesday
- 25 April (Anzac Day)
- King's birthday holiday (on the day on which it is celebrated in a state or territory or a region of a state or territory).
- 25 December (Christmas Day) – Classified as a non-rostered day for purpose of this agreement.
- 26 December (Boxing Day) – Classified as a non-rostered day for purpose of this agreement
- Labour Day

Any additional days gazette as public holidays in the State of NSW will be deemed to be included as public holidays under this clause. If an employee is required to work on an additional gazette public holiday, then the Company will pay that employee at the appropriate penalty rate for the hours worked.

23. LEAVE PROVISIONS

(i) **Annual Leave**

Employees will be credited with the appropriate annual leave entitlement accrual per week as defined in this clause. Employees will be paid at the classification annualized salary rate.

Employees who work a 5-day roster, 38 hour per week roster will be entitled to accrue 190 hours (equivalent to 5 weeks) of paid annual leave for each year of service (this leave to be paid as if at work).

Employees who work a 5-day roster, 47.5 hour per week roster (10 hour shifts) will be entitled to accrue 237.5 hours (equivalent to 5 weeks) of paid annual leave for each year of service (this leave to be paid as if at work).

Employees who work a permanent 7-day roster are entitled to 252 hours (equivalent of 6 weeks) of paid annual leave per year (this leave is to be paid as if at work).

Unused entitlements accumulate from year to year. As much notice as possible must be given for requests for annual leave, no greater than 6 months and not less than 14 days is required (other than in exceptional circumstances). The timing of taking annual leave must be approved by the Company.

The Company may direct the Employee to take annual leave in the event of a shutdown or where the Employee has accumulated more than 18 months of leave accrual entitlement. The Company will give Employees as much notice as possible.

(ii) Cash Out of Annual Leave

An Employee can cash out a period of annual leave provided that:

- (a) the Employee and the Company agree in writing to the cashing out of the period of annual leave; and
- (b) after cashing out the period of annual leave the Employee has a balance of the equivalent of 4 weeks annual leave remaining; and
- (c) the Employee's request to cash out an amount of annual leave can only be submitted to the Company in March and September each year (unless exceptional circumstances exist);

If an Employee cashes out annual leave, the Employee will receive the amount of pay they would have received had they taken the period of annual leave as leave.

The Company's approval of such requests is conditional on the basis that an Employee takes 50% of their annual leave entitlement as leave each year to manage an Employee's time away from work.

(iii) Personal Leave

Each Employee, other than a casual Employee, will be entitled to paid personal leave for each year of service with the employer in accordance with the NES. The yearly entitlement is based on an employees ordinary hours of work and is 10 days for full-time employees, and pro-rata for part-time employees.

In some circumstances, if paid Carer's Leave is not available to an Employee (either because they have exhausted their Personal Leave accrual or they are a casual Employee), the Employee may access unpaid Carer's Leave.

This is subject to the following:

- a) An Employee on sick leave or carer's leave must advise their immediate (or the most senior person) as soon as reasonably practicable of the reason for the absence and an estimate of its duration.
- b) Where sick leave taken occurs on the first or last day of the Employees roster a medical certificate (or statutory declaration as per the clause below) may be requested in consultation with Human Resources.
- c) Certificates from registered health practitioner, or where this is not reasonably practicable, a statutory declaration from the Employee are required for absences exceeding two (2) consecutive workdays.
- d) The Company reserves the right to review each individual case as appropriate. Long term and prolonged absences and medical conditions will be managed consistent with the company policy.
- e) Employees shall have no entitlement to paid personal leave benefits under this clause if compensation is payable with respect to illness or injury under any Workers' Compensation or Transport Accident Compensation.
- f) Any untaken, accrued personal leave will not be paid out.
- g) If the full period of sick leave is not taken in any year, any untaken portion shall be cumulative from year to year.
- h) Approved sick leave will be paid at the employee's classification annualised salary that applies to the Employee at the date the leave is taken.
- i) Any sick leave taken will be deducted from the Employee's accumulated sick leave balance in accordance with the roster that applies at the date that the leave is taken.

(iv) Compassionate Leave

Full time and Part time Employees are entitled on notice as soon as possible to leave up to and including two (2) days paid compassionate leave per occasion:

- (i) To spend time with a member of their immediate family or household who has contracted or sustained a personal illness or injury that poses a serious threat to their life;
or

(ii) On the death of an Employee's immediate family spouse, de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner) within Australia.

When, on the death outside of the country of one of the above listed relatives an Employee travels overseas to the funeral, a maximum of three (3) days compassionate leave will be available.

This may be taken in conjunction with other leave if approved by the Company.

Where the Employee receives notification of the death while at work the amount of leave must be extended to include the balance of that shift. The Employee may be required to provide satisfactory proof in such an event.

Approved compassionate leave will be paid at the employee's classification annualised salary that applies to the Employee at the date the leave is taken.

(v) Employee Long Service Leave

The Company acknowledges that there is a dispute (Dispute) as to whether the Employees (or some of them) are eligible to be members of the Coal LSL portable long service leave scheme (Scheme), and as to whether the Company should be paying a levy under the Scheme on behalf of the Employees.

The parties acknowledge that the Dispute may be the subject of declaratory proceedings issued by the Company in the Federal Court (Proceedings) and that it is anticipated that the Proceedings will resolve the Dispute.

Pending the resolution of the Dispute by the Proceedings or in any other way binding on the parties, the Company agrees to the following:

- (a) The Company will continue to make payments to the Scheme, effective from 15 January 2021, calculated on the basis as if the Employees are eligible to be members of the Scheme from that date. The payments to the scheme commencing on 15 January 2021 will be retrospectively applied to the employee start date with the Company at Boggabri (in the event an eligible employee makes a claim to take long service leave during the period of the legal determination).
- (b) If the Dispute is resolved on a basis that establishes that the Employees are eligible to be members of the Scheme, then subject to any right of appeal, The Company will continue to make contributions.
- (c) If the Dispute is resolved (including on appeal) on a basis which establishes that the Employees are not eligible to be members of the Scheme, the Company will:

- (i) cease making contributions to the Scheme and will seek reimbursement from Coal LSL of contributions made to the Scheme pursuant to this clause and will continue to provide long service leave benefits to Employees in accordance with the Long Service Leave Act 1955 (NSW); and
 - (ii) make a one-off payment to each of the Employees equivalent to the difference between the contributions made to the Scheme in respect of that Employee pursuant to this clause and the value of the Employee's accrual of long service leave in accordance with the Long Service Leave Act 1955 (NSW) for the equivalent period, subject to applicable taxation.
- (d) If an Employee becomes entitled to take or be paid long service leave in respect of long service leave while employed by the Company between the date of commencement of operation of the Agreement and the date the Dispute is resolved, then:
 - (i) The Company will pay the Employee in respect of that long service leave (or in lieu of that long service leave) on a basis which is no less favourable than if the Employee was eligible to be a member of the Scheme.
 - (ii) An Employee who receives a payment in accordance with subparagraph 1.3(d)(i) will make no additional claim against the Company for a long service leave benefit under the Long Service Leave Act 1955 (NSW) or by reference to any other right or entitlement.
- (e) An Employee's Annual Salary, that applies at the date the leave is taken, shall be paid for long service leave taken and approved by the Company.

(vi) Parental Leave

Parental Leave includes Maternity/Paternity/Adoption and, subject to the National Employment Standards, shall be in accordance with Company Policy as amended from time to time.

(vii) Jury Service

An Employee called upon for jury service must notify their Site Supervisor the next day after notification of the dates they are required to attend. An Employee who attends for jury service during the hours that would have normally been worked shall be paid the difference between that salary which would have been received if the Employee had worked and the amount paid to the Employee for the jury service.

The Employee must satisfy the Company that the jury service was attended and provide documentary evidence of jury service payments received prior to being paid by the Company for the time off.

(viii) Domestic Violence Leave

All Orica permanent employees in Australia, including full-time, part-time and casual employees, who are experiencing Family or Domestic violence as a victim, are eligible to access the company support outlined in the relevant company policy which includes 10 days paid Family & Domestic Violence Leave. Should legislation be amended, the greater leave entitlement of either the company policy or legislation will prevail.

24. DISPUTES RESOLUTION PROCEDURE

The Parties are committed to;

- maintaining continuity of production throughout the operation;
- ensuring that all grievances or disputes between Employees and the employer are resolved at site and at the lowest possible level in the organisation;
- resolving disputes in good faith and as quickly as possible; and
- the separation of grievances or disputes between parties who are not covered by this Agreement.

In the event of a grievance or dispute arising out of this Agreement or the NES, it shall be dealt with in accordance with the following procedure, subject to the Act without recourse to industrial action while work continues. While the procedure is being followed, work will proceed under the conditions prevailing before the dispute. Where those conditions are themselves disputed, work will continue in accordance with the reasonable direction of the Employer, the Employee's recognised skills, competence, training and safe working practices.

Procedure

When a grievance arises the matter shall in the first instance be discussed between the Employee and the immediate supervisor involved. By the end of the shift the grievance arises, feedback will be given to the Employee on the status. The Employee may choose a representative to participate in these discussions. If the matter remains unresolved by the end of the following shift;

- 1) It shall be referred by the person(s) raising the grievance for discussion between the Employee's chosen representative and Territory Manager or his/her representative. If the matter remains unresolved within one working shift;
- 2) It shall be referred for discussion between the Employee's chosen representative and Area Business Manager. If the matter remains unresolved within one week of the dispute being raised with the Area Business Manager; 3.

3) Where a union represents the Employee, the matter shall be referred for discussion between senior officials of the Employee's union and the Company's Business HR Manager.

If the matter remains unresolved;

4) If discussions at this level do not resolve the dispute, the parties to the dispute may refer the matter to the FWC. The FWC may deal with the dispute in two stages:

(a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:

(i) Arbitrate the dispute by request of either party ; and

(ii) Make a determination that is binding on the parties. Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

5) A decision that the FWC 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.

6) The parties to the dispute, subject to any appeal as set out in point 4 above, agree to be bound by a decision made by the FWC in accordance with this term. By agreement between the parties any or all of steps 1 to 3 may be bypassed. At any stage of the procedure an employee may be represented by a representative of the Employees choice.

By agreement between the parties any or all of steps 1 to 3 may be bypassed. At any stage of the procedure an employee may be represented by a representative of the Employees choice.

25. TERMINATION OF EMPLOYMENT

The Company may end the employment of an Employee by giving them notice. The Employee may resign from employment by giving notice to the Company. Employees will be entitled to the payment of notice on termination in accordance with the NES. The amount of notice required to be given by the Company and Employee is based upon the period of continuous employment as follows:

Period of Notice Required by the Company or the Employee	
Employees period of continuous service with the Company	Period of Notice
Probationary Employee	At least 1 Week
More than six months	At least 4 Weeks

The notice of termination required to be given by an Employee will be the same as that required by the Company, except as may be agreed between the Company and the Employee.

The Company may, instead of giving notice, pay the Employee wages equivalent to the required period of notice.

If an Employee tenders his/her resignation whilst on any form of leave, arrangements must be made for the Employee to return all Company equipment/property within that notice period.

The period of notice of terminations shall not apply in the case of:

- a) Dismissal for conduct that justifies summary dismissal at common law;
- b) Casual Employees;
- c) Employees engaged for a specific period of time or for a specific task; or
- d) Abandonment of employment involving an unauthorised absence in excess of two days. In such case a formal notice of termination will be sent to the Employee's last known address and, unless an explanation for the absence is provided, the termination will be effective in (5) days.

26. STAND DOWN

- (a) The Company may, under section 524(1) of the Fair Work Act, stand down an Employee without pay during a period in which the Employee cannot be usefully employed because of one of the following circumstances:
 - (i) industrial action (other than industrial action organised or engaged in by the Company);
 - (ii) a breakdown of machinery that has lasted more than 4 consecutive working days & including the day of the breakdown; or
 - (iii) a stoppage for work for any cause for which the Company cannot reasonably be held responsible.
- (b) A stand down under section 524(1) of the Fair Work Act will not break the continuity of employment of the Employee for the purpose of calculating any entitlements.

27. STAND ASIDE

- (a) The Company may stand aside an Employee on pay:
 - (i) Part or all of a shift in the following circumstances:
 - (ii) Refusal of duty; or
 - (iii) Neglect of duty; or
 - (iv) Misconduct.

- (b) In addition to the circumstances outlined in 27(a), where a disciplinary or other procedure provides for a suspension period as a part of the range of sanctions available, this sub- clause does not limit the Company's ability to stand aside an Employee without pay (in relation to applicable drug and alcohol policies and procedures only) or with pay, for the duration specified in the relevant disciplinary or other procedure.

28. SHUTDOWN OF OPERATION

The company may at its discretion, or at the customer's direction, declare either a partial or total shutdown of operations. In this instance the Company will allow an employee to elect to take annual leave or, in the event an employee has insufficient leave annual accruals, to take leave without pay.

The company will give employees a minimum of 28 days' notice in writing or shorter where agreed between the company and the employees affected by any impending shutdown. This period may be of a lesser period where agreed between the company and majority of employees concerned in emergency circumstances.

29. REDUNDANCY

In the event of redundancy, the following shall apply for the term of this Agreement:

29.1. Intent

Redundancy arises where a position occupied by an Employee ceases to exist because of operational requirements, including as a result of organisational restructuring, realignment of responsibilities, or other related reasons. This clause does not apply to:

- Contract (fixed term, maximum term), temporary or casual Employees; or
- Employees currently serving their probationary period.

29.2. Selection

Where there is a decision to select an Employee (or Employees) for termination of employment from a pool of Employees, an objective process that meets the following standards will be used to select affected Employees:

- 29.2.1.1. Selection criteria should be measurable and directly related to an Employee's performance against work requirements;
- 29.2.1.2. Selection criteria must not be unlawful or discriminatory; and
- 29.2.1.3. An Employee should be objectively assessed against the criteria using reliable and relevant sources.

29.3. Consultation

If the Company has determined that it is likely to make a position (or a number of positions) redundant, the Company will comply with its obligations to consult with affected Employees (and

the employee's representative, if they choose) under Clause 13 of this Agreement. This will generally involve holding discussions with affected Employees as soon as practicable after a decision has been made to introduce major change to the business and will include providing information on:

- 29.3.1.1. the reasons the position or positions are intended to be made redundant;
- 29.3.1.2. the current employment arrangements;
- 29.3.1.3. any available options to avoid terminating employment or to minimise the total number of dismissals at the Company that are likely to arise; and
- 29.3.1.4. measures to mitigate any adverse effects on Employees.

The Company will consult during the process and will provide Employees with the opportunity for input on issues relating to selection, redeployment, payments, and alternatives to redundancy.

29.4. Redeployment

Prior to terminating an Employee's employment by reason of redundancy, the Company will consider whether there are any redeployment opportunities within the Company or associated entities of the Company.

In determining whether redeployment is reasonable, a number of matters will be considered relevant, including whether the alternative position offered is within the skills, qualifications and experience of the Employee, even where the alternative position requires a reasonable period of retraining, and is consistent with the Employee's current classification and rate of pay and does not subject the Employee to unreasonable geographic disadvantage.

Where it is not reasonable in all of the circumstances for the Company to redeploy an Employee to an alternate position within Orica or the associated entities of Orica, the Employee's employment will be terminated and the Employee will be entitled to redundancy payments.

If an Employee is redeployed into an alternative role within the Company or an associated entity of Orica, the Employee will not be entitled to redundancy payments.

29.5. Transfer of Business Situation

Where there is a transfer of business within the meaning of the Act, the Employee will not be entitled to redundancy pay where:

- (a) the Employee accepts employment with another entity (other entity) which recognises the Employee's period of service with the Company and the continuity of the Employee's employment is not broken by the transfer of the Employee's employment from the Company to the other entity; or
- (b) the Employee rejects an offer of employment with the other entity that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Company immediately before the termination and does not subject the Employee to unreasonable geographic disadvantage; and
 - (ii) recognises the Employee's service with the Company to be service with the other entity; and

- (iii) had the Employee accepted the offer, there would have been a transfer of the Employee's employment for the purposes of the Act.

29.6. Redundancy Entitlements

29.6.1. Notice of Redundancy Pay

In circumstances where an Employee's employment is being terminated due to redundancy, the Employee may be entitled to notice of termination of employment and redundancy payments as set out below.

The monetary details set out in this standard are inclusive of (and not in addition to) any statutory entitlement to notice and redundancy pay under the National Employment Standards contained in the *Fair Work Act 2009* (Cth) (**Act**).

For the purposes of payments in lieu of notice, the Employee will be paid at their full rate of pay for the hours the Employee would have worked had the employment continued during the notice period, which is inclusive of loadings, bonuses and the like.

For the purposes of redundancy payments, the Employee will be paid at the annual salary rate for their ordinary hours of work.

29.6.2. Notice

Employees employed from 1 July 2006 will be provided with four (4) weeks' notice of termination of employment or pay in lieu of notice.

If the Employee is over forty-five (45) years of age and has at least five (5) years continuous service, the Company will provide an additional one (1) weeks' notice or pay in lieu of notice.

29.6.3. Redundancy

In addition to notice, the Company will pay Employees the following amount of redundancy pay to Employees employed from 1 July 2006 based on that Employee's period of continuous service with the Company:

Years of Service	Severance Weeks
Less than 1 year	8 Weeks
1 < 2 years	8 Weeks
2 < 3 years	12 Weeks
3 < 4 years	16 Weeks
4 < 5 years	20 Weeks
5 + years	20 Weeks

Employees employed prior to 1 July 2006 will have their redundancy payment calculated on the basis of four (4) weeks' pay for each year of service pro-rated on a quarterly basis, with the total being not less than twelve (12) weeks and not more than eighty (80) weeks' pay.

29.6.4. Other Benefits

Upon termination of employment by reason of redundancy, an Employee will also be entitled to the following payments and entitlements:

29.6.4.1. Annual Leave

The Employee will receive payment in lieu of any annual leave accrued but not yet taken, paid as if taken during employment.

29.6.4.2. Outplacement Support

The Company may offer to the Employee at its discretion, outplacement services with an approved external provider to assist in finding new employment for a value and period determined by the Company.

29.6.4.3. External Study Scheme

Employees undertaking periods of approved external study should ensure that all claims for expenses are finalised prior to their departure from the Company.

At the discretion of the Company, all admissible education costs incurred for the current academic year will generally be paid upon presentation of receipts in accordance with the Company's External Studies Standard.

29.7. Re-engagement of Redundant Employees

The Vice President HR -APA must be consulted before an offer of re-employment is made on either a full-time, part-time, or casual basis within 12 months from the Employee's date of termination due to redundancy.

At a minimum, an Employee shall not come back to the Company in any way, shape, or form for the period of time covered by a redundancy payment. For example, if an Employee has been paid 10 weeks' redundancy pay, they shall not be engaged by the Company through any means including agencies during that 10-week period.

30. EMPLOYEE REPRESENTATIVES

Appointed Delegates

- (a) Up to a maximum of five (5) days per year (non-cumulative) for a maximum of two (2) elected and two (2) elected MEU delegate may be utilised for or MEU training / conferences with pay. In addition, appointed delegates will have access to attend one (1) non-annual event / conference up to a maximum of five (5) days with pay. The Employee Representative must be engaged with the Company sites covered by the Agreement and will be released on the following conditions:
 - (i) The MEU will provide the Company with a training agenda prior to commencing training.
 - (ii) The MEU will give the Employer a minimum of 14 days' notice of the training commencement date unless otherwise agreed by the Company.
 - (iii) The 2-day MEU annual conference will count for / MEU training days should the Employee Representative wish to attend.
- (b) If the training days have been exhausted, the Employee Representative may access any accrued leave entitlements in the usual way that have fallen due for / MEU training / conferences.
- (c) If a MEU training day falls on the relevant Employees rostered day off, the Employee is not entitled to any additional payment from the Company.
- (d) If unusual circumstances present themselves on a site-by-site basis and staffing levels are such that the loss of an Employee Representative to training would seriously impact Company operations, then management will consult with the Employee Representative to ensure that Customer services are met.
- (e) The Employer will not unreasonably withhold the release of an Employee Representative and the MEU will not unreasonably request the release of an Employee Representative.
- (f) Where the and/or MEU requests a notice board of reasonable dimension, the Employer will not unreasonably refuse such a request, provided that:
 - (i) the request is at an Employer controlled facility; and
 - (ii) The MEU will not unreasonably insist that a noticeboard be provided.

31. SIGNATURES

Signed for and on behalf of Orica Australia Pty Ltd:

Name: KEVIN BREKID
Signature: [Signature]
Date: 14-6-24
Address: 18 LOANA ST.
WARATIM, NSW 2298.

The above person is authorised to sign the Agreement on behalf of the Employer for the following reason/s (e.g. position title):

AREA BUSINESS MANAGER
SOUTH SURFACE CONC.

Signed for and on behalf of the Employees:

Name: TRENT DOWOGHUE
Signature: [Signature]
Date: 14-06-2024
Address: 108 KEUSE ROAD,
EMERALD HILL, NSW 2380.

The above person is authorised to sign the Agreement on behalf of the Employees for the following reason/s (e.g. bargaining agent or representative of the Employees):

REPRESENTATIVE OF THE EMPLOYEES

IMPORTANT
<p>Signing An Agreement:</p> <p>The Agreement must be signed by:</p> <ul style="list-style-type: none">➤ the employer; and➤ a representative of the Employees to the agreement or a bargaining agent appointed under section 335 of the Act. <p>The signatures must be accompanied by the full name and address of each person signing the Agreement and an explanation of the person's authority to sign the Agreement.</p>

Appendix A: EMPLOYEE COUNSELLING AND DISCIPLINE

There are five types of action that may be applied.

1. Informal Discussion and Informal Corrective Action

These are interactions which Site Supervisors conduct on an as required basis which involves talking to Employees, clarifying standards, and explaining if/where the Employee is not meeting the standard. There is a clear expectation that the Employee will then comply with the standard of performance as expectations have been clarified. Informal discussions may not necessarily be recorded by the Site Supervisor. Informal Corrective Actions will be recorded by the Site Supervisor.

2. Formal Corrective Action

This is more serious than an informal discussion alone in that it results in a written record of the discussion being placed on the Employee's file and a copy being given to the Employee. The tile note records the details of the performance problem or offence, and the required improvement by the individual. Site Supervisors shall inform and involve (as appropriate) the Territory Manager and HR Representative.

3. Final Formal Warning

This occurs where there has been a continuation of poor performance for which the Employee has already received a formal warning. In the event that the offence occurs that is serious enough to require an immediate final warning an investigation into the incident will occur before issuing a First and Final Warning. In these instances, after discussion, a written warning is given to the individual explaining the performance problem, what is expected of the Employee in addressing the problem, and the consequences of not complying within a set period of time.

The final warning will be prepared in consultation with the HR Representatives and the Area Business Manager. This will be placed on the Employee's personal file, a copy will be given to the Employee and if requested, the Employee's representative.

4. Termination

Where an Employee has proven to be generally unsatisfactory or unable or unwilling to correct their behaviour or attitude through the above procedure, it will be necessary to terminate employment.

5. Summary Dismissal

In cases of serious misconduct, after proper and thorough investigation, summary dismissal may result (instant dismissal where notice is not provided or payable).