



ANGLO AMERICAN METALLURGICAL COAL

GROSVENOR MINE DEPUTIES AGREEMENT 2022

ANGLO COAL (GROSVENOR MANAGEMENT) PTY LTD

1. Administrative Arrangements

1.1 Title

The title of this Agreement is the Grosvenor Mine Deputies Agreement 2022.

1.2 Approval

This Agreement will be lodged with FWC for approval as an Enterprise Agreement under Part 2-4 of the Act.

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2.3.3 Comply with the lawful and reasonable directions of the Company;	10
2.3.4 Work as required by the Company to the best of the Employee's ability by the full utilisation of the Employee's skills, training, experience and knowledge;	10
2.3.5 Work in any areas required in the role of Deputy as required by the Company without any artificial barriers or demarcation of duties;	10
2.3.6 Work with due care and diligence in the performance of duties and in the use and operation of the Company's property and equipment;	10
2.3.7 Work within the acceptable standards of conduct as outlined in Company policies for a reliable and efficient operation;	10

2.3.8	Attend training activities, meetings, courses, safety investigations or presentations during rostered shifts or overtime worked under this Agreement;	10
2.3.9	Participate in any performance assessment system or review of work as required by the Company. This will not be used for the purpose of applying any discipline processes;	10
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2.7.8	The Company may require Employees to work other rosters, however the Company must consult with Employees and their Nominated Employee Representatives in accordance with clause 5.6 when it proposes to introduce a different roster, and must complete this consultation before a decision is made to introduce the different roster.	15
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5.2.1 An Employee who is a Nominated Employee Representative will, subject to approval from their supervisor, be permitted during working hours to represent Employees in accordance with this Agreement. Where a Nominated Employee Representative requested by an Employee cannot be released, the discussions referred to in this clause will not proceed until such Nominated Employee Representative is available. A Nominated Employee Representative acting in accordance with this provision is entitled to do so without loss of their normal pay	22
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5.3.6 Employees who have an accepted workers' compensation claim, including claims relating to coal workers' pneumoconiosis (CWP), will be managed in accordance with the Workers' Compensation and Rehabilitation Act 2003 (Qld) and Workers' Compensation and Rehabilitation Regulation 2014 (Qld). This may involve the Employee participating in a rehabilitation program or return to work plan.....	22
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5.6 Consultation	24
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5.6.4 For a change referred to in paragraph 5.7.1(b), the Company must, as soon as practicable after proposing to introduce the change:.....	24

5.6.5	An Employee may appoint a Nominated Employee Representative for the purposes of the procedures in this clause. If:	25
5.6.6	The Company is not required to disclose confidential or commercially sensitive information to Employees	25
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5.7	Higher Duties/Step Up Allowance	25
5.8	Extreme Weather Protocol	25
5.8.1	Where it becomes evident the nature of a pending natural disaster or extreme weather event (including flooding, cyclones, bushfires) may be of a destructive intensity the Company will communicate to Employees	25
5.8.2	The Employee is then responsible to notify their Manager if they believe their property or members or their household will be affected, and they will then be allowed to leave the workplace without loss of pay for the remainder of that rostered shift.	25
5.8.3	Where on subsequent days the Employee is unable to attend for work, they may elect to apply for unpaid/paid leave for any rostered shifts.	25
5.9	Accommodation and Travel	25
5.9.1	Access to residential or camp (village) accommodation will be in accordance with Anglo American Metallurgical Coal Policy. All accommodation must be located within reasonable travel distance from the Mine. Camp accommodation must consist of a self-contained room with refrigerator, private storage space and lockable doors.	25
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5.10	Temporary Redeployment Following 29 June 2024 Incident	25
5.10.1	As a result of an incident at the Mine on 29 June 2024, normal operations at the Mine will be impacted for a significant period.	26
5.10.2	This clause applies to enable Employees:	26
5.10.3	The Company may temporarily redeploy an Employee to another Anglo American Steelmaking Coal underground operation (SMC Operation) to work as a Deputy for a period ending no later than 6 October 2025.	26
5.10.4	While temporarily redeployed at a SMC Operation under this clause, an Employee:	26
5.10.5	Unless otherwise agreed with the Employee, the Company can end an Employee's temporary redeployment to a SMC Operation under this clause and return the Employee to work as a Deputy at the Mine by providing the Employee with four (4) week's written notice	26
5.10.6	The Company must consult with both an impacted Employee and the Unions before:	26
5.10.7	An Employee who is temporarily redeployed at a SMC Operation under this clause can be relocated by the Company to a different SMC Operation on one (1) occasion subject to consultation with the Employee and the Unions, and subject to providing the Employee with four (4) week's written notice of the change in location of the temporary redeployment. Any further change in the location of the temporary redeployment is subject to the agreement of the Employee.	26
5.10.8	If, during a temporary redeployment to a SMC Operation under this clause, either the Company or the operator of the SMC Operation is sold by Anglo American Steelmaking Coal, the Company will consult with redeployed Employees and the Unions about the ongoing temporary redeployment when an agreement to sell is formally executed.	26
6.	Signatories to the Agreement	27
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1.4 Definitions

In this Agreement except where otherwise indicated:

"Act" means the Fair Work Act (2009) as may be amended from time to time and any successor that Act.

"Afternoon Shift" means any shift, the ordinary hours of which finish after 6.00 pm and at or before midnight.

"Award" means the Black Coal Mining Industry Award 2020.

"Agreement" means the Grosvenor Mine Deputies Agreement 2022.

“Commencement” means the date the Agreement comes into operation under clause 1.6.

“Company” means Anglo Coal (Grosvenor Management) Pty Ltd.

“Deputy” or **“Deputies”** means an Employee who is an ERZ Controller under the Coal Mining Safety and Health Act 1999 (Qld).

“Employee” means an employee of the Company bound by this Agreement.

“FWC” means the Fair Work Commissioner or its successor.

“Immediate Family” means a spouse or former spouse, defacto partner or former defacto partner, brother, sister, child, parent, parent-in-law, grandparent, grandchild or sibling of an Employee, or a child, parent, grandparent, grandchild or sibling of an Employee’s spouse or defacto partner. It includes step-relations (e.g. Step-parents, and step-children) as well adoptive relations.

“Industrial Instrument” means an instrument made or recognised under the Act or the Industrial Relations Act 1999 (Qld) or any previous or replacement legislation.

“Mine” means Grosvenor Mine.

“NES” means the National Employment Standards contained in the Act.

“Night Shift” means any shift, the ordinary hours of which finish after midnight and at or before 8:00am.

“Nominated Employee Representative” means an Employee nominated by another Employee to represent the other Employee under this Agreement, and may include delegates of the Union.

“Parties” means the parties to this Agreement as outlined in clause 1.5.

“Roster” means any arrangement of rostered hours worked by an Employee.

“Roster Cycle” means the cycle for the roster and dictates when the roster starts and finishes.

“Rostered Hours” means ordinary hours of work and rostered overtime.

“Rostered Overtime” means reasonable additional hours which are required to be worked by an Employee as part of the Employee’s roster.

“Seven Day Roster Employee” means an Employee who over the Roster Cycle may be rostered to work shifts on any of the seven days of the week. A Seven Day Roster Employee is a shiftworker for the purposes of the NES.

“Total Remuneration” means Total Salary plus Superannuation.

“Total Salary” means Base Salary plus Location Allowance plus Work Pattern Allowance (if applicable).

“Union” or **“Unions”** means the Collieries’ Staff & Officials Association (CSOA), a division of the Association of Professional Engineers, Scientists, Managers Australia (APESMA) and/or the Mining & Energy Union (MEU), a division of the Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU).

1.5 Coverage

This Agreement is binding on:

- (a) The Company in respect of its Employees engaged at the Mine , or temporarily redeployed in accordance with clause 5.10, as Deputies;
- (b) Employees who are employed by the Company in the role of Deputy at the Mine or whilst temporarily transferred in accordance with clause 5.10; and

(c) The Unions.

1.6 Date of Commencement

1.6.1 This Agreement will come into operation seven (7) days after it is approved by FWC.

1.6.2 The nominal expiry date of this Agreement will be three (3) years from the date of approval by FWC.

1.7 Renegotiation

The Parties agree to start renegotiating this Agreement six (6) months before its nominal expiry date.

1.8 Comprehensive Agreement

1.8.1 This Agreement replaces in its entirety and operates to the exclusion of any and all other enterprise agreements, awards or other Industrial Instruments of any kind that would otherwise apply to Employees.

1.8.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provisions will apply to the extent of the inconsistency.

1.9 No Extra Claims

It is a condition of the Agreement that the Parties undertake not to pursue any extra claims for the duration of the Agreement. The Agreement is a comprehensive and full settlement of all enterprise bargaining claims made by the Employees, the Unions and the Company.

1.10 Termination of this Agreement

This Agreement may be terminated in accordance with the provisions of the Act.

1.11 Anti-Discrimination

1.11.1 It is the intention of the Parties to this Agreement to help to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin in accordance with their obligations under relevant legislation.

1.11.2 The Parties to this Agreement acknowledge that under the Anti-Discrimination Act 1991 (Cth) it is unlawful to victimise an Employee because the Employee has made, may make or has been involved in a complaint of unlawful discrimination or harassment.

1.12 Transfer of Business

If there is a transfer of business under Part 2-8 of the Act, including where the employment of Employees transfers to an associated entity of the Company:

(a) this Agreement will continue to apply to Employees in accordance with the Act.

(b) the continuity of service of Employees will not be broken in accordance with the Act.

2. Employment Arrangements

2.1 Employee Role

2.1.1 The Company will engage Employees on the terms and conditions contained in this Agreement.

2.1.2 The Company will ensure that the Agreement, the Award and the NES are readily available to Employees.

- 2.1.3 Employees will perform the role of Deputy, although the Company may require Employees to perform another role or other duties in accordance with their training, competencies, abilities, authorisations and appointments.
- 2.1.4 Employees will be advised by the Company of any changes to their role or duties.
- 2.1.5 Any direction given by the Company to Employees must be consistent with both the Company's and Employees' obligations under the Coal Mining Safety and Health Act 1999 (Qld).

2.2 Policies

- 2.2.1 Company policies as varied from time to time will apply, and Employees are required to comply with these policies. These policies do not form part of this Agreement.
- 2.2.2 To the extent of any inconsistency between a policy and this Agreement/applicable legislation, the terms of this Agreement/applicable legislation will apply.
- 2.2.3 All policies applying to Employees must be readily available.

2.3 Employee Obligations

Employees will:

- 2.3.1 At all times, regardless of location and working environment, adopt safe working practices and conform to all safe working procedures including wearing appropriate protective clothing and equipment;
- 2.3.2 Comply with all relevant statutory obligations, reporting procedures and regulations;
- 2.3.3 Comply with the lawful and reasonable directions of the Company;
- 2.3.4 Work as required by the Company to the best of the Employee's ability by the full utilisation of the Employee's skills, training, experience and knowledge;
- 2.3.5 Work in any areas required in the role of Deputy as required by the Company without any artificial barriers or demarcation of duties;
- 2.3.6 Work with due care and diligence in the performance of duties and in the use and operation of the Company's property and equipment;
- 2.3.7 Work within the acceptable standards of conduct as outlined in Company policies for a reliable and efficient operation;
- 2.3.8 Attend training activities, meetings, courses, safety investigations or presentations during rostered shifts or overtime worked under this Agreement;
- 2.3.9 Participate in any performance assessment system or review of work as required by the Company. This will not be used for the purpose of applying any discipline processes;
- 2.3.10 Hold required statutory competency (as a minimum Queensland Deputy's certificate of competency or equivalent) and appointment.

2.4 Company Obligations

The Company will:

- 2.4.1 Comply with all relevant work safety and health obligations, including the Coal Mining Safety and Health Act 1999 (Qld);
- 2.4.2 Support Employees in undertaking their statutory roles and as key site safety leaders;

- 2.4.3 Provide work clothing and personal protective equipment (PPE) to Employees that is required to perform their role;
- 2.4.4 Comply with all relevant privacy obligations in relation to Employees;
- 2.4.5 Maintain a collaborative relationship with the Unions in relation to addressing and managing changes to the coal mining industry resulting from climate action and decarbonisation initiatives.

2.5 Engagement

- 2.5.1 Employees may be engaged on a full-time or part-time basis.
- 2.5.2 If engaged on a part-time basis:
 - (a) Employees will work a regular number of hours which are less than those applicable to full-time Employees;
 - (b) Employees will be paid on a pro rata basis for the work performed;
 - (c) Employees will be entitled to leave set out in this Agreement on a pro rata basis proportionate to weekly hours worked.
- 2.5.3 Employees may be engaged on a full-time or part-time basis for a specified period (not exceeding 12 months) or task as agreed between the Employee and the Company. Clause 4 of this Agreement does not apply to specified term or task Employees whose employment ceases at the end of the term or on completion of the task.
- 2.5.4 The use of fixed term employment will be limited to the employment of an Employee engaged in work activity that falls within the description of one or more of the following circumstances:
 - (a) Specific task or project, which means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe;
 - (b) Replacement Employee work, which means:
 - (i) Work activity replacing a full-time or part-time Employee for a definable period for which the replaced Employee is on an authorised leave of absence;
 - (ii) A position the normal occupant of which is performing higher duties;
 - (iii) A position the normal occupant of which is seconded to another role.
- 2.5.5 Probation
 - (a) Employees will initially be employed on a probationary basis. The initial probationary period will be three (3) months and will commence from the first day of employment.
 - (b) Probationary periods may be extended up to a maximum of six (6) months in total by the Company at any time during the initial three (3) month period.
 - (c) An Employee engaged on a fixed term basis immediately following a preceding fixed term engagement under this Agreement will not be subject to a probationary period unless the duties performed in the subsequent fixed term period are substantially different.
 - (d) During the probation period Employees may participate in a minimum of one performance review, as scheduled by the Company, which may be undertaken in or around the second month of the probationary period.
 - (e) The reference to “appointment” in clause 2.3.10 does not apply during an applicable probationary period.

- (f) During the probationary period, either party may terminate the employment with seven (7) days' notice in writing to the other party.

2.5.6 Employees may be required to work shift work in accordance with any roster advised by the Company in accordance with the Company's Safety and Health Management System and clauses 2.7.6 to 2.7.8.

2.6 Remuneration

2.6.1 Employees will be remunerated in accordance with this clause.

- (a) Base Salary

Employees will be paid the following Base Salary:

Base Salary	Amount
From Commencement	\$176,964.30
From 1 January 2023	\$182,273.23
From 1 January 2024	\$187,741.43
From 1 January 2025	\$193,373.67

- (b) Location Allowance

Employees will be paid the following Location Allowance:

Location Allowance	Amount
From Commencement	\$34,520.00
From 1 January 2023	\$35,555.60
From 1 January 2024	\$36,622.27
From 1 January 2025	\$37,720.94

- (c) Work Pattern Allowance

Employees will be paid a Work Pattern Allowance for the roster they work, which comprises components for rostered overtime (including any shift handover), for working shift work and for working on weekends and public holidays. The Work Pattern Allowance for current rosters are outlined in Attachment 2.

Note: after commencement of the Agreement, the Company will introduce 12.5-hour shifts for the first 6 nights under Roster 1, and the average hours per week will increase to 42.75hrs. The Work Pattern Allowance for Roster 1 will not increase on the introduction of these 12.5-hour shifts.

- (d) Total Salary and Total Remuneration

The Total Salary and Total Remuneration for current rosters are outlined in Attachment 2.

- (e) Additional Hours Payment

Employees will be paid an additional amount per hour as shown below for each hour, or part thereof, of work over and above standard rostered hours of work.

Additional Hours Payment	Amount (p/h)
From Commencement	\$120.00
From 1 January 2023	\$123.60
From 1 January 2024	\$127.31
From 1 January 2025	\$131.13

- (f) Christmas and Boxing Day

Employees will be paid an additional amount per hour as shown below for each hour, or part thereof, of work on Christmas and Boxing Day public holidays.

Amount (p/h)
\$360.00

(g) Non-Rostered Public Holiday Payment – Other Public Holidays

Employees will be paid an additional amount per hour as shown below for each hour, or part thereof, of work on non-rostered public holidays other than Christmas and Boxing Day.

Amount (p/h)
\$175.00

2.6.2 Superannuation

(a) Company Contribution

- (i) The Company will make superannuation contributions on behalf of Employees at 12% of Total Salary and any other ordinary time earnings or at any higher percentage of ordinary time earnings as required by the Superannuation Guarantee (Administration) Act 1992 (Cth).
- (ii) For clarity, superannuation contributions will be made by the Company when Employees are:
- at work;
 - on any form of paid leave;
 - in receipt of Workers' Compensation payments; and
 - on Domestic Violence Leave.

(b) Employee Contributions

Employee's may elect to make additional pre-tax or post-tax superannuation contributions from the remuneration provided under this Agreement.

(c) Superannuation Funds

- (i) Employees may nominate the superannuation fund into which their applicable contributions will be made.
- (ii) If the Employee does not nominate a superannuation fund or makes an invalid nomination, the contributions will be made to the Mine Super fund or any successor fund.

2.6.3 Payroll Administration

- (a) Employees will be paid by the Company on a monthly basis.
- (a) The Company must ensure payslips contain the information required by the Fair Work Regulations 2009 (Cth).
- (b) In the event that the Company overpays an Employee, the Company will consult with the Employee and if requested, their Nominated Employee Representative, and agree on a reasonable reschedule for repayment. The Company and Employee can agree to repay the amount through payroll deductions approved in writing by the Employee and which otherwise comply with section 324 of the Act.
- (c) Employees may salary sacrifice their pre-taxable remuneration under clause 2.6 in accordance with legislative requirements, ATO rules/guidelines and applicable Company policies (e.g., salary sacrificing lease vehicles, remote housing).

- (d) Subject to compliance with section 324 of the Act, Employees may elect to have the Company deduct the following from their remuneration:
 - (i) Union dues;
 - (ii) Donations to CQ Rescue Helicopter;
 - (iii) Other payments as agreed by the Company.

2.6.4 Incentive Payment

- (a) Employees will continue to participate in the current Company Incentive Payment scheme in accordance with Company policy for the remainder of 2022.
- (b) From 1 January 2023, the Elimination of Fatality (EOF) Incentive Scheme will apply to Employees.
- (c) The Company will consult with Nominated Employee Representatives in relation to the EOF Incentive Scheme that will be payable from 1 January 2023.
- (d) The EOF Incentive Scheme will provide a total payment of 23% of Base Salary for achieving the targets contained in the scheme.
- (e) Employees will be entitled to payments under the EOF Incentive Scheme while on all forms of paid leave, including while Employees are in receipt of workers' compensation payments.

2.7 Working Arrangements and Hours of Work

- 2.7.1 Ordinary hours are an average of 35 per week over the applicable Roster Cycle, however Employees will be required to work reasonable additional hours as part of their rostered hours.
- 2.7.2 Non-rostered overtime on non-rostered days will be voluntary and paid at the Additional hours rate payment, except that on no more than two (2) occasions per calendar year, Employees may be required to attend training or team meetings on a non-rostered day provided the Company provides at least four (4) weeks' notice. The Employee will be paid for at least their normal shift length at the Additional Hours rate. Where possible, the Company will endeavour to roster the training/meeting day:
 - (a) On the day prior to the first day of an Employee's rostered block; and
 - (b) So that the crew who works Night Shifts immediately following the training/meeting day will not be rostered to work Night Shifts immediately following the next training/meeting day.
- 2.7.3 Employees may be required to work a reasonable amount of non-rostered overtime within their roster cycle paid at the Additional Hours Payment rate.
- 2.7.4 Where the Company requires an Employee to return to work overtime after leaving the Mine (regardless of whether or not the Employee is notified before or after leaving):
 - (a) The Employee must be paid at the Additional Hours Payment rate for not less than four (4) hours each time the employee is recalled; and
 - (b) The Employee will not be required to work the full four (4) hours if the job to be performed is completed within a shorter period.
- 2.7.5 Employees may be required to work on weekends and public holidays as part of their roster arrangements.
- 2.7.6 Employees will work the roster patterns and shift times/lengths as required by the Company.

- 2.7.7 The rosters worked by Employees are set out in Attachment 1. After commencement of the Agreement, the Company will introduce 12.5-hour shifts for the first 6 nights under Roster 1, and the average hours per week will increase to 42.75 hours. The Work Pattern Allowance for Roster 1 will not increase on the introduction of these 12.5-hour shifts.
- 2.7.8 The Company may require Employees to work other rosters, however the Company must consult with Employees and their Nominated Employee Representatives in accordance with clause 5.6 when it proposes to introduce a different roster, and must complete this consultation before a decision is made to introduce the different roster.
- 2.7.9 Within a rostered block of shifts, the Company may require an Employee to cover a different shift (e.g. a permanent day shift worker covering another day shift or a Night Shift) after following the process outlined below:
- (a) The Company will first call for Employees to volunteer to cover the shift.
 - (b) The Company may then direct relief Deputies to cover the shift.
 - (c) The Company may then direct other Employees to cover the shift.
 - (d) No Employee will be financially worse off because they agreed or are directed to cover a different shift. This means that if an Employee under this clause works:
 - (i) A day shift instead of a rostered Afternoon/Night shift, the Employee will not lose any remuneration;
 - (ii) One different shift in lieu of two rostered shifts, the Employee will not lose any remuneration;
 - (e) If an Employee is required to move to a different roster with a higher Work Pattern Allowance for a temporary period under this clause, the Employee will be paid the Work Pattern Allowance applicable to that roster while working the different roster.
 - (f) If an Employee rostered to work a day shift on their last day of a tour is required to work an Afternoon/Night shift instead, the Employee will be paid an additional six (6) hours at the Additional Hours Payment rate.
 - (g) An Employee will be provided with a least ten (10) hours break following the shift in accordance with clause 2.7.12.
- 2.7.10 The following notice periods will apply in relation to permanent roster changes. In the event the required notice period is not given the Employee will be paid the Additional Hours Payment rate for all shifts which were worked without the required period of notice, unless otherwise agreed with the Employee:
- (a) Fourteen (14) days' notice must be given for a permanent change to a crew on the same rotation in the current roster pattern.
 - (b) Twenty-eight (28) days' notice must be given for a permanent change to a crew on a different rotation in the current roster pattern.
 - (c) Seven (7) days' notice must be given for a permanent change to start and finish times on the current roster pattern.
 - (d) Twenty-eight (28) days' notice must be given for a permanent change to a roster pattern.
- 2.7.11 Employees may take a thirty (30) minute paid meal break during work time and will not be compelled, except in exceptional circumstances, to work for more than five (5) hours without taking a meal break. E.g. For a 12.5-hour shift, two (2) paid breaks of thirty (30) minutes will be provided.

2.7.12 Employees will have at least ten (10) consecutive hours off duty between work on consecutive days. If an Employee does not have ten (10) consecutive hours off duty between the completion of work on one day and the commencement of work on the next day:

- (a) The Employee will be released from duty on the next day until the Employee has had ten (10) consecutive hours off duty, and there will be no loss of pay for rostered hours of work time which occur during this absence;
- (b) However, if the Employee is required to attend work within the ten (10) hour break period, they will be paid at the Additional Hours Payment rate until the Employee is released from duty, at which point the Employee will be provided with a ten (10) hour break, and there will be no loss of pay for rostered hours of work which occur during this absence.

2.8 Stand Down and Deduction from Pay

2.8.1 After consulting with affected Employees and/or their Nominated Employee Representatives, the Company may stand an Employee down without payment if the Employee cannot be usefully employed as a result of:

- (a) Industrial action (other than industrial action organised or engaged in by the Company);
- (b) A breakdown of machinery or equipment that has lasted for more than seven (7) days;
- (c) A stoppage of work that has lasted for more than seven (7) days for any cause for which the Company cannot reasonably be held responsible.

2.8.2 If an Employee is stood-down under clause 2.8.1, the Company will endeavour to find alternative work or training activities, or in the event that this is not available the Employee can utilise annual leave entitlements. In the event that the Employee has no leave available, they will be designated as on leave without pay.

2.9 Stand Down During an Investigation

2.9.1 In circumstances where an Employee's conduct may lead to disciplinary action, the Company may at its discretion stand down the Employee without loss of pay while the Company investigates the matter.

2.9.2 The Employee will be notified in writing by the Company of the stand down. The Company will update the Employee on the progress of the investigation on a regular basis.

2.9.3 Unless the Employee is on authorised leave, during any period of stand down under this clause the Employee must remain contactable and attend any meetings held during the Employee's rostered shift hours or at another agreed time. The Company will provide reasonable notice of any meetings the Employee is required to attend.

3. Leave/Absence Arrangements

3.1 Annual Leave

3.1.1 During each year of continuous service, Employees will progressively accrue annual leave at the following rates:

Roster	Annual Leave Entitlement
Seven Day Roster Employees	Six (6) weeks of annual leave, based on the average number of shifts worked per week under the roster pattern. Seven Day Roster Employees under the current roster pattern are entitled to twenty-one (21) shifts of annual leave per year.
Other Employees	Five (5) weeks of annual leave, based on the average number of shifts worked per week under the roster pattern.

- 3.1.2 For all annual leave taken during employment Employees will be paid at their Total Remuneration rate for the period of the leave. Annual Leave will accrue and be deducted as shifts/days, and will accumulate from year to year without limitation.
- 3.1.3 Unless otherwise agreed between the Employee and the Company, an Employee must give the Company four (4) weeks' notice in writing of when they want to take annual leave. The Company will grant annual leave provided its operations are not adversely affected. The Company recognises that there may be circumstances in which it is not reasonably practicable to provide four (4) weeks' notice and can accept applications in such circumstances where less than four (4) weeks' notice is provided.
- 3.1.4 On termination of employment, an Employee's unused but accrued annual leave will be paid out as if at work.

3.2 Personal/Carer's Leave

- 3.2.1 On commencement of employment and on each subsequent twelve (12) month anniversary, Employees will be credited leave at the following rate:

Roster	Annual Leave Entitlement
Seven Day Roster Employees	Eleven (11) shifts of personal/carer's leave
Other Employees	Three (3) weeks of personal/carer's leave, based on the average number of shifts worked per week under the roster pattern.

- 3.2.2 Employees may take personal/carer's leave if the leave is taken:
- (a) Because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (b) To provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.
- 3.2.3 For all paid personal/carer's leave taken during service, Employees will have the amount of shifts of personal/carer's leave taken deducted from their personal/carer's leave entitlement and will be paid at their Total Remuneration rate for the period of the leave.
- 3.2.4 Employees must notify the Company of their inability to attend for a reason outlined in clause 3.2.2 as soon as practicable. When notifying the Company, Employees must also inform the Company of the estimated length of absence.
- 3.2.5 The Company may require a medical certificate or such other evidence that reasonably satisfies the Company that the Employee was unable to work for a reason outlined in clause 3.2.2. The circumstances in which it will be reasonable for the Company to require a medical certificate as evidence of an illness include where:
- (a) An Employee is absent on personal/carer's leave for more than two (2) consecutive shifts;
 - (b) An Employee is absent for more than three (3) shifts in any twelve (12) month period without evidence the absence from work was on account of illness or injury (unless otherwise outlined in an absence management plan). The three (3) absences may be single shifts or any combination up to three (3) shifts in total per annum;
 - (c) An Employee is absent on personal/carer's leave either the day before or the day after a public holiday which they are not required to work; and/or
 - (d) a pattern develops in an Employee's use of personal/carer's leave (e.g. An Employee is repeatedly absent on the first day of their working week).

- 3.2.6 Employees will also be entitled to any additional personal/carer's leave provided under with the Anglo American Metallurgical Coal Personal Leave Policy.

3.3 Public Holidays

- 3.3.1 The following days will be recognised as public holidays, together with any other day or part day declared or prescribed by or under a law of the State of Queensland to be observed generally within Queensland, or a region of Queensland, as a public holiday.

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Labour Day
- Queen's Birthday
- Clermont Show Day
- Christmas Eve (part day)
- Christmas Day
- Boxing Day

- 3.3.2 The Company will, if practicable, give seven (7) days' notice of the request to work on a public holiday outside an Employee's roster.

- 3.3.3 If an Employee is working a continuous roster and/or a roster that requires the Employee to work on public holidays (with the exception of 25 and 26 December), no additional payments apply.

- 3.3.4 Employees will not be required for duty on Christmas Day and Boxing Day (from Night Shift commencing on the evening of 24 December until the commencement of Night Shift on 26 December).

- 3.3.5 Where work is required to be undertaken, volunteers will be sought for emergency work, statutory inspections, longwall moves or stability, and emergency services to maintain the workplace in a safe and operable condition. Where there are insufficient volunteers for emergency work, statutory inspections and emergency services, the Company may direct Employees to work in accordance with the Employee's normal rostered period. The intention of this clause is not to be used for normal coal cutting operations.

- 3.3.6 Employees who work on a non-rostered public holiday shall be paid at the applicable rate under clause 2.6.1(f) or (g) for all hours worked. Any such payment made to an Employee is in addition to their Total Remuneration.

- 3.3.7 If more than one day is gazetted for a single public holiday, an Employee is only entitled to receive payment under clause 2.6.1(f) or (g) for one of the days declared as a public holiday.

- 3.3.8 If an Employee has undertaken recognised active service in the Australian or New Zealand Defence Forces and the Employee provides the Company with evidence of this service, they will be permitted to access one day's leave to attend the local Anzac Day commemoration without any deduction to their leave accrual.

3.4 Compassionate Leave

- 3.4.1 Employees may take three (3) days leave at their Total Remuneration rate for each occasion when a member of their Immediate Family or household:

- (a) Contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
- (b) Dies.

- 3.4.2 The period of leave may be taken in a single unbroken period, or separate periods of one day or more.
- 3.4.3 If an Employee receives notification of an occasion set out in clause 3.4.1 when at work, leave will be extended to cover the balance of their shift as well.
- 3.4.4 Employees must notify the Company of the taking of compassionate leave as soon as reasonably practicable, advise of the period or expected period of the leave, and provide any evidence that the Company may reasonably require of the illness, injury or death.
- 3.4.5 An Employee who accesses paid compassionate leave under this clause in a rostered block of shifts will be able to access annual or unpaid leave for the remaining shifts in one rostered block of shifts.

3.5 Parental Leave

Employees are entitled to parental leave in accordance with the Act.

3.6 Community Services Leave

- 3.6.1 Employees are entitled to community services leave in accordance with the Act.
- 3.6.2 Employees must:
 - (a) Give notice of their intention to take community services leave as soon as practicable;
 - (b) Advise of the period, or expected period, of the community services leave; and
 - (c) Provide any evidence that the Company may reasonably require in order to satisfy the Company that the Employee is engaging in a community services activity.
- 3.6.3 Employees will be paid at their Total Remuneration rate for the period of the leave, less any payment received for participating in the community service activity. The Company may require the Employee to provide evidence that reasonably satisfies the Company of the amount the Employee was paid for participating in the community service activity.
- 3.6.4 Employees who are members of the Army Reserve are also entitled to access leave in accordance with the Defence Reserve Service (Protection) Act 2001 (Cth).

3.7 Long Service Leave

Long service leave will be provided for in accordance with the provisions of the Coal Mining (Long Service Leave) Administration Act 1992 (Cth) as amended from time to time. Payment whilst on long service leave will be paid at the Employee's Total Remuneration rate. Payment on termination, for untaken long service leave, shall be at the Employee's Total Salary rate.

3.8 Domestic Violence Leave

In addition to domestic violence leave under the Act, the Anglo American Metallurgical Coal's Recognising and Responding to Domestic Violence Policy will apply to Employees.

3.9 Payment While on Workers' Compensation

- 3.9.1 The Workers' Compensation and Rehabilitation Act 2003 (Qld) will apply.
- 3.9.2 Subject to an Employee remaining entitled to statutory workers' compensation, the Company will pay to an Employee accident pay in the following amounts:
 - (a) For the first fifty-two (52) weeks of the incapacity, the difference between the Employee's Total Remuneration plus applicable bonus for the period and the amount of compensation paid to the Employee under the Workers' Compensation and Rehabilitation Act 2003 (Qld); and

- (b) For the next twenty-six (26) weeks of the incapacity, the difference between eighty (80) percent of the Employee's Total Remuneration plus applicable bonus for the period and the amount of compensation paid to the Employee under the Workers' Compensation and Rehabilitation Act 2003 (Qld).

3.9.3 The requirement for the Company to make any payment under this clause in respect to an injury, giving rise to statutory workers' compensation will cease 78 weeks after the date of the injury, or when the entitlement to statutory payments ceases (whichever occurs sooner).

4. Termination of Employment Arrangements

4.1 Termination of Employment

4.1.1 Employment may be terminated by notice in writing by an Employee or the Company.

- (a) Unless an Employee is in their probation period, the period of notice required to be given is:

Notice given by:	Period
Employee	4 weeks
Company	4 weeks
Company in respect of an Employee who is over 45 years of age and has completed at least 2 years of continuous service	5 weeks

- (b) If an Employee does not give the required notice in accordance with clause 4.1.1(a) above, they will not be paid for any period of the notice not provided, and authorise the Company to deduct from their wages an amount that is no more than one week's wages for the Employee. Any deduction made under this clause must not be unreasonable in the circumstances.
- (c) If the Company does not give an Employee the required notice, the Company will pay the Employee in lieu of notice for the whole or any balance of the notice period required not provided. Employees will be paid at their Total Remuneration rate.

4.1.2 Nothing in clause 4.1.1 will affect the Company's right to dismiss an Employee summarily without notice in circumstances of serious misconduct, and in such cases the Employee will be paid up to the time of dismissal only.

4.2 Redundancy

4.2.1 Where there is a need to reduce the number of Employees at Grosvenor, the Company will consult with relevant Employees in accordance with clause 5.6 and apply the following steps in order to reduce numbers.

- (a) Reduce and Remove any contractor and labour hire Deputies at the Mine.
- (b) Determine whether any Employees can be voluntarily redeployed to another available role at the Mine for which the Employee has the appropriate skills and competencies (or who can be trained in the required skills and competencies in a reasonable period), under the terms and conditions of employment applying to that role.
- (c) Determine whether any Employee can be voluntarily redeployed to an available role at another Anglo American Metallurgical Coal operation for which the Employee has the appropriate skills and competencies (or who can be trained in the required skills and competencies in a reasonable period), under the terms and conditions of employment applying to that role.

- (d) Call for expressions of interest in voluntary redundancy and reasonably consider these prior to any forced redundancy.
- (e) By involuntary redundancy.

4.2.2 An Employee who is made redundant will be entitled to the following:

Notice	Notice, or payment in lieu of notice, as per clause 4.1.1(a)
Redundancy Payment	Three (3) weeks' pay at their Total Salary rate for each completed year of service, or three (3) weeks' pay at their Total Salary rate if their service is less than one year
Annual Leave	Payment of all accrued but unused annual leave at their Total Salary rate
Long Service Leave	Payment of accrued but unused long service at their Total Salary rate if entitled under the Coal Mining (Long Service Leave) Administration Act 1992 (Cth)

4.2.3 The Company is not liable for the Redundancy Payment in clause 4.2.2 if it obtains or causes to be made available to an Employee like employment at any of Anglo American Metallurgical Coal's coal mining operations that:

- (a) The Employee is competent to perform;
- (b) Can reasonably be regarded as permanent;
- (c) Is in a position with the same or a higher rate of pay than their previous position; and
- (d) Allows the Employee to reside in the same general locality as their previous residence.

5. Miscellaneous Arrangements

5.1 Disputes Resolution

5.1.1 In the event of any dispute over matters arising in the course of employment or in relation to the NES, the procedure set out in clause 5.1.3 shall be followed.

5.1.2 While the procedure is being followed, work shall continue in accordance with the reasonable directions of the Company. The Employee may elect to be represented by a Nominated Employee Representative at any stage during this dispute resolution procedure.

5.1.3 The procedure is:

Step 1

The matter shall be discussed between the Employee and the Employee's Supervisor.

Step 2

If the matter remains unresolved, it shall be referred for discussion between the Employee and the Employee's Superintendent.

Step 3

If the matter remains unresolved, it shall be referred for discussion between the Employee and the Employee's Manager.

Step 4

If the matter remains unresolved, the Employee may elect to have the matter discussed between a state official of the Employee's Union and representatives of the Company.

Step 5

If the matter remains unresolved, the Employee or the Company may refer the matter to FWC for conciliation.

Step 6

If the matter remains unresolved and is a dispute arising under the terms of this Agreement or the NES, or relates to disciplinary action, FWC can arbitrate the dispute.

- 5.1.4 If the Employee, their Union or the Company is of the view that the dispute is not being progressed in a timely manner, the Employee, their Union or the Company may escalate the matter to the next step in the procedure by providing reasonable notice.

5.2 Nominated Employee Representatives

- 5.2.1 An Employee who is a Nominated Employee Representative will, subject to approval from their supervisor, be permitted during working hours to represent Employees in accordance with this Agreement. Where a Nominated Employee Representative requested by an Employee cannot be released, the discussions referred to in this clause will not proceed until such Nominated Employee Representative is available. A Nominated Employee Representative acting in accordance with this provision is entitled to do so without loss of their normal pay.
- 5.2.2 Each Union will be entitled to 10 days paid leave per year for Union delegates to tend to Union business. Such leave will be paid at the Employee's Total Remuneration rate.
- 5.2.3 The Company will approve requests for leave under this clause provided the operations of the Mine will not be adversely affected and documentary evidence from the Union (if applicable) accompanies the request.
- 5.2.4 The Unions will notify the Company in writing of which Employees are Union delegates.

5.3 Health & Safety in the Workplace

- 5.3.1 The Parties to the Agreement are committed to continuous improvement in occupational health and safety standards under the Coal Mining Safety and Health Act 1999 (Qld) and the Grosvenor Safety and Health Management System.
- 5.3.2 The Company acknowledges the statutory obligations of the Employee's and commits to supporting decision-making by these Employee's in regard to workplace health & safety.
- 5.3.3 Employees agree to promote and maintain a safe workplace required by applicable safety and health legislation in force from time to time and by complying with the Grosvenor Safety and Health Management System.
- 5.3.4 The Parties recognise that mental health related issues can have a significant impact on health and safety. The Employer will commit to supporting mental health initiatives at the site level to minimise the risks associated.
- 5.3.5 The Parties recognise that Employees covered by this Agreement may be required to respond to or otherwise assist in the management of critical incidents, and this may impact the mental health and safety of Employees. The Company will provide care and support to these Employees as soon as practicable following an incident and assist Employees in their return to work, which may include a return to work program.
- 5.3.6 Employees who have an accepted workers' compensation claim, including claims relating to coal workers' pneumoconiosis (CWP), will be managed in accordance with the Workers' Compensation and Rehabilitation Act 2003 (Qld) and Workers' Compensation and Rehabilitation Regulation 2014 (Qld). This may involve the Employee participating in a rehabilitation program or return to work plan.

5.4 Shutdown Provision

After consulting with affected Employees and/or their Nominated Employee Representatives the Company may shutdown all or part of the Mine and require Employees to take annual leave or other leave as agreed to by the Company. In the event of a shutdown the Company will give Employees at least 28 days' notice.

5.5 Individual Flexibility Arrangements

- 5.5.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the terms of this Agreement.
- 5.5.2 The Agreement may deal with one or more of the following matters:
- (a) Allowances;
 - (b) Arrangements about when work is performed;
 - (c) Overtime rates;
 - (d) Penalty rates;
 - (e) Incentive Bonus Arrangements.
- 5.5.3 The individual flexibility arrangement must:
- (a) Meet the genuine needs of the Company and the Employee; and
 - (b) Be genuinely agreed to by the Company and the Employee.
- 5.5.4 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under section 172(1) of the Act; and
 - (b) Are not unlawful terms under section 194 of the Act; and
 - (c) Result in the Employee being better off overall than they would be if no arrangement was made.
- 5.5.5 The Company must ensure that the individual flexibility arrangement:
- (a) Is in writing; and
 - (b) Includes both the Company's name and the Employee's name;
 - (c) is signed by the Company and the Employee. If an Employee is under 18 years of age, the arrangement must be signed by their parent or guardian;
 - (d) Includes details of:
 - (i) The terms of the Agreement that will be varied by the arrangement;
 - (ii) How the arrangement will vary the effect of the terms;
 - (iii) How the Employee will be better off overall in relation to the terms and conditions of their employment as are result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 5.5.6 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to. If requested by the Employee, a copy of the individual flexibility arrangement will also be provided to the Union.
- 5.5.7 The Company or the Employee may terminate the individual flexibility arrangement:
- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) If the parties agree, in writing at any time.

5.6 Consultation

5.6.1 This clause applies if the Company:

- (a) Has made a decision to introduce a major workplace change to production, program organisation, structure or technology that is likely to have a significant effect on Employees; or
- (b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

5.6.2 Prior to implementing the change, the Company must notify the relevant Employees of the change, and consult with the relevant Employees and Nominated Employee Representative about:

- (a) The introduction of the change;
- (b) The effect the change is likely to have on the Employees; and
- (c) Any measures to avert or mitigate the adverse effect of the change on the relevant Employees.

5.6.3 In this clause, a major change will have a significant effect on Employees if it results in:

- (a) The termination of the employment of Employees on the grounds of redundancy;
- (b) Major changes to the composition, operation or size of the Employee workforce or to the skills required of Employees;
- (c) The need to relocate Employees to another workplace;
- (d) The restructuring of jobs;
- (e) Loss of promotion opportunities;
- (f) Changes to site access requirements that impact the ability of Employees to perform their required duties; or
- (g) Any changes to Anglo American Metallurgical Coal Policies or Guidelines which effect the entitlements of Employees to personal/carer's leave under clause 3.2.6, accommodation under clause 5.9.1, or Fly-In Fly-Out arrangements under clause 5.9.2.

Change to regular roster or ordinary hours of work

5.6.4 For a change referred to in paragraph 5.7.1(b), the Company must, as soon as practicable after proposing to introduce the change:

- (a) Notify the relevant Employees and any Nominated Employee Representative requested of the proposed change;
- (b) Discuss with the relevant Employees and any Nominated Employee Representative requested the introduction of the change;
- (c) For the purposes of the discussion--provide to the relevant Employees:
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what the Company reasonably believes will be the effects of the change on the Employees; and

- (iii) Information about any other matters that the Company reasonably believes are likely to affect the Employees; and
- (d) Invite the relevant Employees and any Nominated Employee Representative requested to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

General

5.6.5 An Employee may appoint a Nominated Employee Representative for the purposes of the procedures in this clause. If:

- (a) An Employee appoints a Nominated Employee Representative for the purposes of consultation; and
- (b) The Employee or employees advise the Company of the identity of the Nominated Employee Representative,

the Employer must recognise the Nominated Employee Representative.

5.6.6 The Company is not required to disclose confidential or commercially sensitive information to Employees.

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

5.6.8 Under this clause "relevant Employees" means the Employees who may be affected by a change referred to in clause 5.6.1.

5.7 Higher Duties/Step Up Allowance

If an Employee is requested by the Company, and the Employee agrees, to step up into another position for one rostered shift or more, the Employee will be paid a higher duties allowance (in addition to their Total Remuneration) of \$135.00 per shift.

5.8 Extreme Weather Protocol

5.8.1 Where it becomes evident the nature of a pending natural disaster or extreme weather event (including flooding, cyclones, bushfires) may be of a destructive intensity the Company will communicate to Employees.

5.8.2 The Employee is then responsible to notify their Manager if they believe their property or members or their household will be affected, and they will then be allowed to leave the workplace without loss of pay for the remainder of that rostered shift.

5.8.3 Where on subsequent days the Employee is unable to attend for work, they may elect to apply for unpaid/paid leave for any rostered shifts.

5.9 Accommodation and Travel

5.9.1 Access to residential or camp (village) accommodation will be in accordance with Anglo American Metallurgical Coal Policy. All accommodation must be located within reasonable travel distance from the Mine. Camp accommodation must consist of a self-contained room with refrigerator, private storage space and lockable doors.



5.9.2 Access to Fly-in Fly-Out arrangements will be in accordance with the Anglo American Metallurgical Coal Fly-In Fly Out Guidelines.

5.10 Temporary Redeployment Following 29 June 2024 Incident



- 5.10.1 As a result of an incident at the Mine on 29 June 2024, normal operations at the Mine will be impacted for a significant period.
- 5.10.2 This clause applies to enable Employees:
- (a) To maintain their employment with the Company following the incident on 29 June 2024; and
 - (b) To return to work at the Mine once resourcing requirements at the Mine increase.
- 5.10.3 The Company may temporarily redeploy an Employee to another Anglo American Steelmaking Coal underground operation (SMC Operation) to work as a Deputy for a period ending no later than 6 October 2025.
- 5.10.4 While temporarily redeployed at a SMC Operation under this clause, an Employee:
- (a) Will continue to be employed under this Agreement and the terms and conditions contained in this Agreement and the Employee's contract of employment;
 - (b) Will continue to work a 7-on/7-off roster at the SMC Operation;
 - (c) Will be paid under the Incentive Scheme contained in the enterprise agreement applying to Deputies at Moranbah North or Aquila Mines in lieu of the Incentive Payment under clause 2.6.4; and
 - (d) Is directed by the Company to comply with the lawful and reasonable directions of management at the SMC Operation.
- 5.10.5 Unless otherwise agreed with the Employee, the Company can end an Employee's temporary redeployment to a SMC Operation under this clause and return the Employee to work as a Deputy at the Mine by providing the Employee with four (4) week's written notice.
- 5.10.6 The Company must consult with both an impacted Employee and the Unions before:
- (a) Temporarily redeploying an Employee to a SMC Operation under clause 5.10.3; and
 - (b) Ending an Employee's temporary redeployment under clause 5.10.5.
- 5.10.7 An Employee who is temporarily redeployed at a SMC Operation under this clause can be relocated by the Company to a different SMC Operation on one (1) occasion subject to consultation with the Employee and the Unions, and subject to providing the Employee with four (4) week's written notice of the change in location of the temporary redeployment. Any further change in the location of the temporary redeployment is subject to the agreement of the Employee.
- 5.10.8 If, during a temporary redeployment to a SMC Operation under this clause, either the Company or the operator of the SMC Operation is sold by Anglo American Steelmaking Coal, the Company will consult with redeployed Employees and the Unions about the ongoing temporary redeployment when an agreement to sell is formally executed.

6. Signatories to the Agreement

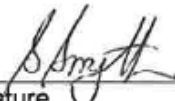
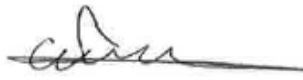
For and on behalf of Anglo Coal (Grosvenor Management) Pty Ltd

	
Signature	Witness signature
Print name Paul Stephan .	Print name ANTONIO OLIVA
464 GOONVELLA ROAD MORNINGTON 4744, QLD . Address	This 15 th day of September 2022 .
GM/GE GROSVENOR MINE . Explanation of person's authority to sign	HUMAN RESOURCES MANAGER GROSVENOR MINE .
This 15 th day of SEPTEMBER 2022	

For and on behalf of the Collieries' Staff & Officials Association

	
Signature	Witness signature
Catherine Bolger	Zac Gallagher
Level 1, 491 Kent Street Sydney NSW 2000	This 12 day of September 2022
Division Director Explanation of person's authority to sign	Queensland Organiser
This 12 day of September 2022	

For and on behalf of the **Mining & Energy Union**

	
<p>Signature</p>	<p>Witness signature</p>
<p>STEPHEN SMYTH Print name</p>	<p>CHLOE WILSON Print name</p>
<p>LEVEL 2, 61 BOWEN ST Address SPRING HILL, QLD, 4000</p>	<p>This 12th day of September 2022</p>
<p>DISTRICT PRESIDENT Explanation of person's authority to sign</p>	
<p>This 12th day of September 2022</p>	

Attachment 1: Current Rosters

Roster 1 – 7-day, Afternoon/Night Shifts, 42hrs p/w

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
			A	A	A	A	A	A	A								N	N	N	N	N	N	N	N				
			1100-2130	0900-2130	0900-2130	0900-2130	0900-2130	0900-2130	0900-2130								2000-0800	2000-0800	2000-0800	2000-0800	2000-0800	2000-0800	1930-0600					

Note: After commencement of the Agreement, the Company will introduce 12.5 hour shifts for the first 6 nights under this roster, and the average hours per week will increase to 42.75 hours. The Work Pattern Allowance will not increase on the introduction of these 12.5-hour shifts.

Roster 2 – 7-day, Day/Night Shifts, 42.75hrs p/w

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
			D	D	D	D	D	D	D								N	N	N	N	N	N	N	N				
			0530-1800	0530-1800	0530-1800	0530-1800	0530-1800	0530-1800	0530-1600								1730-0600	1730-0600	1730-0600	1730-0600	1730-0600	1730-0600	1730-0400					

Roster 3 – 7-day, Day Shift Only, 42.75hrs p/w

M	T	W	T	F	S	S	M	T	W	T	F	S	S
			D	D	D	D	D	D	D				
			0530-1800	0530-1800	0530-1800	0530-1800	0530-1800	0530-1800	0530-1600				

Attachment 2: Total Remuneration Rates for Current Rosters

From Commencement

Roster	Base	Location Allowance	Work Pattern Allowance	Total Salary	Superannuation	Total Remuneration
Roster 1 7-day, Afternoon/Night Shifts, 42hrs to 42.75hrs p/w	\$176,964.30	\$34,520.00	\$32,500.00	\$243,984.30	\$29,278.12	\$273,262.42
Roster 2 7-day, Day/Night Shifts, 42.75hrs p/w	\$176,964.30	\$34,520.00	\$28,000.00	\$239,484.30	\$28,738.12	\$268,222.42
Roster 3 7-day, Day Shift Only, 42.75hrs p/w	\$176,964.30	\$34,520.00	\$19,000.00	\$230,484.30	\$27,658.12	\$258,142.42

From 1 January 2023

Roster	Base	Location Allowance	Work Pattern Allowance	Total Salary	Superannuation	Total Remuneration
Roster 1 7-day, Afternoon/Night Shifts, 42hrs to 42.75hrs p/w	\$182,273.23	\$35,555.60	\$33,475.00	\$251,303.83	\$30,156.46	\$281,460.29
Roster 2 7-day, Day/Night Shifts, 42.75hrs p/w	\$182,273.23	\$35,555.60	\$28,840.00	\$246,668.83	\$29,600.26	\$276,269.09
Roster 3 7-day, Day Shift Only, 42.75hrs p/w	\$182,273.23	\$35,555.60	\$19,570.00	\$237,398.83	\$28,487.86	\$265,886.69

From 1 January 2024

Roster	Base	Location Allowance	Work Pattern Allowance	Total Salary	Superannuation	Total Remuneration
Roster 1 7-day, Afternoon/Night Shifts, 42hrs to 42.75hrs p/w	\$187,741.43	\$36,622.27	\$34,479.25	\$258,842.94	\$31,061.15	\$289,904.10
Roster 2 7-day, Day/Night Shifts, 42.75hrs p/w	\$187,741.43	\$36,622.27	\$29,705.20	\$254,068.89	\$30,488.27	\$284,557.16
Roster 3 7-day, Day Shift Only, 42.75hrs p/w	\$187,741.43	\$36,622.27	\$20,157.10	\$244,520.79	\$29,342.50	\$273,863.29

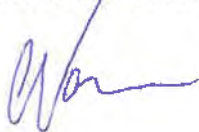
From 1 January 2025

Roster	Base	Location Allowance	Work Pattern Allowance	Total Salary	Superannuation	Total Remuneration
Roster 1 7-day, Afternoon/Night Shifts, 42hrs to 42.75hrs p/w	\$193,373.67	\$37,720.94	\$35,513.63	\$266,608.23	\$31,992.99	\$298,601.22
Roster 2 7-day, Day/Night Shifts, 42.75hrs p/w	\$193,373.67	\$37,720.94	\$30,596.36	\$261,690.96	\$31,402.92	\$293,093.88
Roster 3 7-day, Day Shift Only, 42.75hrs p/w	\$193,373.67	\$37,720.94	\$20,761.81	\$251,856.42	\$30,222.77	\$282,079.19

IN THE FAIR WORK COMMISSIONFWC Matter Number: **AG2022/3918**Applicant: **Anglo Coal (Grosvenor Management) Pty Ltd****UNDERTAKINGS UNDER SECTION 190 OF THE FAIRWORK ACT 2009 (CTH)**

Anglo Coal (Grosvenor Management) Pty Ltd provides the following undertakings pursuant to s190 of the Fair Work Act 2009 (Cth) in relation to the *Grosvenor Deputies Enterprise Agreement 2022 (Agreement)*. The undertakings are provided in response to concerns raised by the Fair Work Commission in respect of the application for the approval of the Agreement.

1. An employee who works a roster which requires ordinary shifts on public holidays and no less than 272 ordinary hours per year on Sundays will be considered a 'Seven Day Roster Employee' under clause 1.4 who is a 'shiftworker' for the purposes of the NES and who is entitled to 6 weeks of annual leave per year under clause 3.1.1.
2. An employee will be able to access the Compassionate Leave entitlement under clause 3.4 in respect of the occasions outlined in the NES at section 104 of the Fair Work Act 2009.

Date: **28 September 2022****SIGNED for ANGLO COAL (GORSVENOR MANAGEMENT) PTY LTD:**

Chris Newman
Employee Relations Manager
Anglo American