

ULAN WEST
UNDERGROUND

GLENCORE

ULAN WEST
ENTERPRISE AGREEMENT
2024

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Part 1 - This Agreement and its Operation

1. Title and other formalities

- 1.1 This agreement will be known as the Ulan West Enterprise Agreement 2024.
- 1.2 The Agreement covers and applies to **Ulan West Operations Pty Limited** (the **Company**) and the employees of the Company who are employed to perform production and engineering work (**Employees**), as described in Schedule A of the Black Coal Mining Industry Award 2020, at the Mine.
- 1.3 For the avoidance of doubt, this Agreement does not cover Employees employed as a Deputy or Trade Supervisor.
- 1.4 This Agreement commences operating 7 days after it is approved by the Fair Work Commission and has a nominal expiry date of 1 November 2024. It is agreed that negotiations for a replacement agreement will commence 4 months prior to the nominal expiry date.
- 1.5 The Award does not apply to Employees covered by this Agreement.
- 1.6 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 provision will apply to the extent of the inconsistency.

2. Definitions

- 2.1 "Award" means the Black Coal Mining Industry Award 2020.
- 2.2 "NES" means National Employment Standards.
- 2.3 "Act" means the *Fair Work Act 2009* as amended from time to time.
- 2.4 "Mine" means the underground coal mining operation within the Ulan West Holding as registered pursuant to the Mining Act 1992 (NSW).
- 2.5 "TAS" means an employee's Total Annual Salary in accordance with clause 12.6 of this Agreement.
- 2.6 "Maximum Total Cash Salary" (MTCS) means the sum of an Employee's TAS and the maximum performance payment payable in accordance with clause 14 of this Agreement.
- 2.7 Table 1. Salary and allowances.

Item	Annual Base Salary (ABS)	Work Pattern Allowance (WPA)	Total Annual Salary (TAS)	Performance Payment (PP)	Trades Allowance (TA)	Maximum Total Cash Salary (MTCS)
Description	hourly rate x 35 hours x 52 weeks	Payment for nominated roster	(ABS) + (WPA)	Based on Safety, Production, Cost and Personal performance	Allowance paid to appointed tradespersons	(TAS)+(PP) + (TA as applicable)
Clause	12.2	12.5	12.6	14	12.7	24.1

3. Agreement Objectives and Ulan West Principles

The following key principles underpin this Agreement in order to support a safe, productive and successful mining operation. The Company and its Employees must cooperate and strive in all aspects of their work to meet these principles and objectives.

- 3.1 The creation and maintenance of a work environment where safe production and high standards are achieved and maintained.
- 3.2 Each Employee accepts responsibility for their own safety and for the safety of their workmates.
- 3.3 A work environment with fully flexible work arrangements.
- 3.4 A work environment where the Company has the responsibility, the right and the obligation to manage the business, and each Employee has a stake in, and an individual responsibility for the success of the operation.
- 3.5 Job satisfaction with fair, reasonable and competitive employment conditions and remuneration.
- 3.6 Continuous improvement in all aspects of the operation.
- 3.7 A commitment to assist wherever possible with minimising operational costs by the way each Employee works.

4. Individual Flexibility Agreements

An Employee and the Company may agree to make an individual flexibility agreement (**IFA**) to vary the application of the terms of this Agreement in accordance with this clause.

- 4.1 To make an IFA, the Company must ensure:
 - 4.1.1 it only deals with a term of this Agreement that confers rights and obligations on the Employee or the Company;
 - 4.1.2 it meets the Employee's and the Company's genuine needs in relation to one or more of these matters; and
 - 4.1.3 the Employee and the Company genuinely agree to the IFA
- 4.2 The Company must ensure that any IFA:
 - is in writing;
 - identifies the names of both parties;
 - is signed by both parties (and if the Employee is under 18, by their parent or guardian);
 - does not require approval or consent by any other person (other than a parent or guardian if the Employee is under 18);
 - is about permitted matters under the Act;
 - does not contain any unlawful terms under the Act;

- includes the details of the terms of the agreement that will be varied by the IFA, and how they will be varied; and
 - results in the employee being better off overall than they would have been if the IFA had not been entered into.
- 4.3 An IFA may only be made after the Employee has commenced employment with the Company.
- 4.4 The Company must provide a copy of the IFA to an Employee within 14 days after it has been agreed.
- 4.5 Either the Employee or the Company may terminate the IFA by giving 28 days' written notice to the other party or, if both parties agree in writing, a shorter period of notice.

Part 2 – Fair Treatment Procedures

5. Consultation

- 5.1 Where the Company has made a definite decision involving a major change that is likely to have a significant effect on Employees covered by this Agreement, the Company must notify Employees who may be affected by the change and give them an opportunity to consult with it about that change.
- 5.2 Where the Company proposes to change the Employees' regular roster or ordinary hours of work, the Company will provide information to Employees about the change, invite Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and consider any views given by Employees about the impact of the change.
- 5.3 Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs.
- 5.4 As early as practicable after a definite decision has been made involving a major change, the Company will explain to the Employees affected by the change the nature of the change, the reason for the change and will provide any relevant information in writing.
- 5.5 The Employees affected by the change will be given a reasonable opportunity to consider their position and to consult with the Company about the change.
- 5.6 The Employees affected by the change may appoint a representative for the purposes of the consultation procedures set out in this clause.
- 5.7 The Company will give prompt and genuine consideration to any matters raised by the Employees.

- 5.8 Where this Agreement makes provision for the changes referred to in clause 5.3, the consultation requirements under this clause are taken not to apply. Where this Agreement makes provision for a change to the Employees' regular roster or ordinary hours of work, clause 5.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.
- 5.9 The Company is not required to disclose confidential or commercially sensitive information to the Employees affected by the change.

6. Dispute Resolution Procedure

- 6.1 In the event of a dispute about any matters arising under this Agreement or in relation to the NES, the following procedure will be used.
 - 6.1.1 the matter shall in the first instance be discussed between the Employee or the Employees concerned and their immediate supervisor and / or another supervisor.
 - 6.1.2 if the matter remains unresolved, it may be referred in writing for discussion between the employee or the Employees concerned and the Department Superintendent or equivalent management representative.
 - 6.1.3 if the matter remains unresolved, it may be referred in writing for discussion with the Department Manager.
 - 6.1.4 if the matter remains unresolved, it may be referred for discussion with the Company's Operations Manager.
- 6.2 In the event that the matter remains unresolved, and if appropriate, the employee or the Employees concerned or the Company may refer the matter to an agreed independent third party for mediation or conciliation.
- 6.3 In the event that the matter remains unresolved, the Employee or the Employees concerned or the Company may refer the matter to the Fair Work Commission for conciliation and, if agreed, arbitration.
- 6.4 Whilst these procedures are being followed the Employee or the Employees concerned must continue to perform work in accordance with the reasonable directions of the Company and the Company's operations must not be delayed or impeded by any stoppage of work.
- 6.5 The Company or the Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of the procedures set out in this clause
- 6.6 One or more of the steps set out above may be bypassed if the parties agree.

7. Workplace Delegates

- 7.1 Before exercising entitlements under this clause, a workplace delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must

provide the Company with evidence that would satisfy a reasonable person of their appointment or election.

- 7.2 An Employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.
- 7.3 A workplace delegate may represent the industrial interests of Employees who wish to be represented by the workplace delegate in matters including:
 - (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of disputes;
 - (d) disciplinary processes;
 - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the Union with enterprise bargaining; and
 - (f) any process or procedure within this Agreement or policy of the Company under which Employees are entitled to be represented and which concerns their industrial interests.
- 7.4 A workplace delegate may communicate with Employees for the purpose of representing their industrial interests under clause 7.3. This includes discussing membership of the Union and representation with Employees.
- 7.5 A workplace delegate may, subject to clause 7.3 above, communicate with Employees during working hours or work breaks, or before or after work.
- 7.6 The Company must provide a workplace delegate with access to or use of the following workplace facilities:
 - (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and Employees;
 - (b) a physical or electronic noticeboard;
 - (c) electronic means of communication ordinarily used in the workplace by the Company to communicate with Employees and by Employees to communicate with each other, including access to Wi-Fi;
 - (d) a lockable filing cabinet or other secure document storage area; and
 - (e) office facilities and equipment including printers, scanners and photocopiers.
- 7.7 The Company is not required to provide access to or use of a workplace facility under clause 7.6 if:
 - (a) the workplace does not have the facility;
 - (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (c) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

- 7.8 The Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of Employees, subject to the following conditions:
- (a) In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 Employees (full time or part-time or regular casuals) as determined on the day such paid time is requested.
 - (b) Payment for a day of paid time during normal working hours is payment as if the workplace delegate had attended work.
 - (c) The workplace delegate must give the Company not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - (d) The workplace delegate must provide the Company with an outline of the training content.
 - (e) The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the paid attendance at the training has been approved. Such approval must not be unreasonably withheld.
 - (f) The workplace delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.
- 7.9 A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (a) comply with their duties and obligations as an Employee;
 - (b) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of Company resources;
 - (c) not hinder, obstruct or prevent the normal performance of work;
 - (d) not hinder, obstruct or prevent Employees exercising their rights to freedom of association; and
- 7.10 Nothing in this clause requires:
- (a) the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for Employees.
 - (b) an Employee to be represented by a workplace delegate without the Employee's agreement.

- 7.11 The Company must not:
- (a) unreasonably fail or refuse to deal with a workplace delegate; or
 - (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
 - (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 7.

Part 3 – Types of Employment, Contract of Employment and related matters

8. Types of Employment

This clause sets out the various ways that the Company may engage Employees.

- 8.1 Full time - A full time Employee is a permanent Employee whose average ordinary hours of work are 35 hours per week.
- 8.2 Part time - A part time Employee is a permanent Employee who works on average less than 35 ordinary hours per week and whose regular hours of work are less than those of a full time Employee. The Company will ensure that a part time Employee's hours of work are reasonably predictable and that they receive, on a pro rata basis, equivalent pay and conditions to those of full time Employees who do the same kind of work. All time worked in excess of the Employee's regular hours of work will be paid at overtime rates.
- 8.3 Casual - A casual Employee is defined in section 15A of the Act. A casual Employee who has been employed by the Company for a period of 6 months, and believes they no longer meet the requirements of a casual employee (that is, the employment relationship is not characterised by an absence of a firm advance commitment to continuing and indefinite work) may notify the Company of an intention to become a full-time or part-time employee in accordance with the requirements of the NES. The Company will respond to any such notification in accordance with the requirements of the NES.
- 8.4 Fixed term or fixed task – a fixed term or fixed task Employee is an Employee who is employed for a specific period of time (a “fixed term” basis) or for the duration of a specific project (a “fixed task” Employee), these Employees may be employed on a full time or part time basis. Employment for a fixed term or task will not exceed eighteen (18) months unless agreed by the Employee. They will be entitled to the same benefits as other Employees, except they will not receive any severance and retrenchment payments.
- 8.5 Probation – During the Employee's first 6 months of employment, all full time and part time Employees will be probationary Employees. At any time during the probation period the Employee or the Company can terminate employment by giving one week's notice or by the Company making payment in lieu of one week's notice.

8.6 Temporary assignment - the Company may assign an Employee to another Glencore Coal group mine or worksite or to a third party such as an original equipment manufacturer for the purposes of personal development and training by agreement with the Employee. During any such assignment, the Employee will continue to be covered by this Agreement, will be supported during the temporary assignment in accordance with Company policy and will be entitled to receive payments and benefits in accordance with this Agreement. Such assignments will only be made where an Employee's personal circumstances, including family responsibilities allow the Employee's participation.

9. Contract of Employment

9.1 On commencement of employment, the Company will provide Employees with access to the Company's policies and procedures. The policies and procedures do not form a part of this Agreement. The Company will provide notification of a change or amendment to policies and procedures to the Employees materially affected by the change. Employees are required to comply with those policies and procedures, as amended from time to time and must make themselves fully aware of them. The policies and procedures are constantly reviewed and amended where necessary so that they reflect contemporary industry standards and are appropriate and relevant to the Company's operating environment.

9.2 Employees must also:

- 9.2.1 Comply with the Mine health and safety requirements at all times;
- 9.2.2 Perform any duties as directed that are within their skills, competence and training and use tools and equipment that they are qualified and competent to use;
- 9.2.3 Undertake training as required by the Company by way of a training day or other means, during normal working hours or within overtime provisions. Where such training is required on an Employee's rostered day off (RDO) the affected Employees will be provided with twenty eight (28) days' notice of the requirement to attend the training.
- 9.2.4 Wherever reasonably practicable, actively participate in any accident investigations, risk reviews, development of work procedures, individual or group feedback sessions and any other process that is necessary to continuously improve the Company's safety and operational performance;
- 9.2.5 Present ready and fit for work to perform all functions required to carry out normal duties at the commencement of each rostered shift.
- 9.2.6 Wherever reasonably practicable, attend pre or post shift information / debrief sessions from time to time as per the needs of the business.
- 9.2.7 Attend work related medical or other health professional examinations as required by the Company. The Company will arrange or compensate for travel required as defined by the Company.

10. Termination of Employment

The following provisions apply to all Employees except casual Employees.

- 10.1 Resignation - An Employee can terminate their employment by providing the Company with a minimum of 2 weeks’ notice in writing.
- 10.2 Termination by the Company – The Company can terminate an Employee’s employment by giving the following notice in writing:

Period of continuous service	Notice period
Less than 3 years	2 weeks
More than 3 years	4 weeks

- 10.3 If an Employee is over the age of 45 years at the time the Company terminates their employment and the Employee has more than two years continuous service, the Company will provide the Employee with an additional week’s notice to what is indicated in the above table.
- 10.4 If the Company terminates an Employee’s employment, it may require the Employee to work out their period of notice, or it may make a payment to the employee in lieu of all or part of the notice period. A payment in lieu of notice must be at least the amount the Employee would have been paid if the employment had continued to the end of the required period of notice.
- 10.5 The Company may terminate an Employee’s employment including casual Employees without giving any notice if an Employee engages in serious misconduct.
- 10.6 The Company or an Employee may terminate the employment of the Employee during the probation period referred to in 8.5 by giving one week’s notice in writing. The Company may make a payment in lieu of notice in accordance with 10.4.
- 10.7 Subject to the NES, an Employee who is absent from work for a continuous period of three (3) working days or more without notifying the Company and without reasonable excuse will be deemed to have abandoned their employment and the employment shall terminate.

11. Redundancy

- 11.1 A redundancy situation arises when the Company decides that it no longer requires an Employee’s job to be done by anyone (except where this is due to the ordinary and customary turnover of labour).

- 11.2 Casual Employees and Employees engaged for a fixed term or a fixed task are not entitled to receive redundancy benefits under this Agreement.
- 11.3 Employees terminated due to redundancy are entitled to severance and retrenchment pay equal to three weeks' base salary for each completed year of employment. The minimum severance and retrenchment pay is two weeks at base salary for Employees with up to one years' service and four weeks at base salary for Employees with at least one year but less than two years' service.
- 11.4 The Company is not liable for the severance payment or the redundancy payment if the Company obtains, or causes to be made available for the Employee, work that the Employee is competent to perform; in a position that carries the same or a higher classification rate of pay than the Employee's previous position; that can reasonably be regarded as permanent; and allows the Employee to reside in the same general locality as the Employee's previous residence.
- 11.5 The Company may make application to the Fair Work Commission to be granted relief from the obligation to make a redundancy payment. A dispute over what is just and expedient may be resolved through the dispute resolution procedure.

Part 4 – Remuneration and Related Matters

12. Remuneration

- 12.1 Employees will receive an annual base salary for their ordinary hours of work together with a work pattern allowance, other allowances, overtime payments, performance payments and superannuation benefits as set out in this part of the Agreement.
- 12.2 The annual base salary has been calculated on the basis of 35 ordinary hours of work per week averaged over the roster cycle for 52 weeks as shown in Table 2 below. The ordinary hourly rates used to calculate the annual base salary are shown in Table 2 below.

Table 2 - Hourly rates (ordinary hours) and Annual base salary

Classification	Year	Minimum hourly rate (ordinary hours)		Minimum annual base salary
		Rate	% increase	Ordinary hourly rate x 35hrs x 52 weeks
Inexperienced Mineworker	On commencement	\$31.64		\$57,584.80
	12 months after approval	\$32.91	4%	\$59,896.20
	24 months after approval	\$33.90	3%	\$61,698.00

	36 months after approval	\$34.92	3%	\$63,554.40
Experienced Mineworker	On commencement	\$39.55		\$71,981.00
	12 months after approval	\$41.14	4%	\$74,874.80
	24 months after approval	\$42.37	3%	\$77,113.40
	36 months after approval	\$43.64	3%	\$79,424.80

12.3 Inexperienced Mineworker means an Employee who is in training and who performs work under supervision. An Employee remains in this classification until assessed by the Company as meeting the requirements of an Experienced Mineworker, but for not more than 12 months.

12.4 Experienced Mineworker means an Employee who is assessed by the Company as competent to perform the required tasks in a variety of operating circumstances.

12.5 The annual work pattern allowance compensates Employees for the hours they are required to work in accordance with their nominated roster. It is determined using the following payment rules:

- any rostered overtime is paid at double the ordinary hourly rate of pay,
- shift penalties, (15% Afternoon shift, 25% Night shift), are applied to 35 ordinary hours for a Monday to Friday Employee and to time worked (rostered hours) for a 6 or 7 day roster Employee. The 25% night shift penalties only are applied to time worked (rostered hours) on night shift for a weekend roster Employee,
- weekend penalties, are paid at double the ordinary hourly rate of pay, and apply for all rostered hours worked on a Saturday or Sunday (midnight to midnight),
- payments for public holidays (midnight to midnight), are paid in accordance with clause 23.7.

The payments in clause 12.2 and clause 12.5 are in lieu of all other payments that might otherwise have applied under the Award.

12.6 An Employee’s Total Annual Salary (TAS) is the sum of the Employee’s annual base salary and the applicable work pattern allowance.

12.7 An Employee who is appointed to the role of electrical or mechanical tradesperson will receive an additional allowance of \$75.00 for each rostered shift they attend provided that the Employee presents for work prior to the regular shift starting time to receive work instructions and collect parts and completes an effective maintenance report and supplies an end of shift debrief containing the information the Company may reasonably require from time to

time. The ongoing entitlement of an Employee to receive the allowance is conditional on the Employee meeting these requirements to the reasonable satisfaction of the Company and the Company may, in its absolute discretion, withdraw an Employee's entitlement to the allowance for a particular shift or indefinitely. For the avoidance of doubt this allowance will not be paid for any form of leave.

- 12.8 The TAS will be paid to Employees fortnightly in arrears. Payments will be made by electronic funds transfer to the Employee's nominated bank account.
- 12.9 The Company may deduct from any amount required to be paid to an Employee under this Agreement the amount of any over payment of remuneration by way of an agreed arrangement made between the Company and the Employee, taking into consideration the Employee's individual circumstances. The Employee will not unreasonably withhold their consent to a reasonable repayment arrangement.
- 12.10 Casual Employees will be paid at the rate of 125% of the ordinary hourly rate of pay for all ordinary hours worked. The 25% loading is in lieu of all paid leave entitlements under this Agreement (excluding long service leave) and redundancy (severance and retrenchment) payments.

For the purposes of this sub clause:

- 12.10.1 Ordinary hourly rate of pay means the hourly rate of pay specified in Table 2.
- 12.10.2 Ordinary hours means all of the hours worked by a casual Employee other than those hours that would be treated as overtime (within the meaning of clause 13.1.1) if the Employee were a full time Employee.

13. Overtime

- 13.1 Where overtime is worked, each hour worked will be paid for at double the ordinary hourly rate of pay.

For the purposes of this clause:

- 13.1.1 Overtime means any hours worked over and above an Employee's rostered hours, which includes rostered overtime. Rostered overtime means the additional hours which are required to be worked by an Employee as an integral part of the Employee's roster;
- 13.1.2 Ordinary hourly rate of pay means the hourly rate of pay specified in Table 2.
- 13.2 Overtime work is to be arranged so that Employees have at least ten (10) consecutive hours off duty between work ending on one shift and commencing on the next normal shift. If after considering fatigue management the Company requires and the Employee agrees to recommence work without having had a ten hour break, the Employee will be paid at the equivalent of the overtime rate until such time as a ten hour break is available. The requirement to have a ten

hour break does not apply to call outs where the Employee works less than four hours.

- 13.3 An Employee, who is called out to work overtime after having left the Mine, will be paid for at least four hours work regardless of the period actually worked.
- 13.4 The casual loading referred to in clause 12.10 does not apply to overtime worked by a casual Employee. A casual Employee will be paid for overtime in accordance with this clause. For the purposes of this clause, overtime means all of the hours worked by a casual Employee that would be treated as overtime (within the meaning of clause 13.1.1) if the employee were a full time Employee.

14. Performance Payment

- 14.1 Employees will receive a performance payment that recognises the contribution made by both team and individual effort. Possible performance payments are shown in the “Employee annual performance measures” document issued to each Employee prior to January each year.
- 14.2 The performance payment scheme is intended to deliver an annual amount of \$30,000.00 per Employee where all budgets are achieved in accordance with the Employee’s annual performance measures document. This amount will be reviewed annually by the Company having regard to business performance. Monthly targets for production performance will be communicated to Employees prior to the start of each month. Possible performance payments are shown in the “Employee annual performance measures” document issued to each Employee prior to January each year.
- 14.3 The performance payment is based on five components:
- Mine safety performance
 - Mine production performance
 - Longwall move performance
 - Mine cost performance
 - Personal performance
- 14.3.1 **Mine safety performance** is measured by total recordable injuries (TRI), paid monthly.
- 14.3.2 **Mine Production performance** is measured by the total number of metres retreated by the Longwall and total number of metres advanced by Development as measured by survey.
- **Development performance payment** will be calculated on survey adjusted metres of face advance, calculated weekly, paid fortnightly.
- Over height and over width driveages will not count as metres advanced.

When Longwall installation faces are widened, the second pass of the face will be counted as metres advanced.

- **LW retreat metres performance payment** will be taken as metres retreated by the Longwall face measured and adjusted by survey, calculated weekly, paid fortnightly.
- **LW moves** - if the longwall move is completed in less than forecast duration, the longwall metres retreated by the newly installed longwall until the end of the longwall move forecast will be paid at the Additional performance payment rate.
- **Additional performance payment** will be paid where the monthly budgeted production targets are exceeded, on the metres above budget, paid monthly.

14.3.3 **Longwall Move performance** will be based on the budgeted duration of the longwall move.

14.3.4 **Mine Cost performance** is measured by loss and damage to equipment and Pit top costs per tonne produced.

The Company will, at its discretion, set annual targets for each of these performance measures for each Employee for the period from January to December each year. They will be set out in a document that will be given to each Employee prior to January each year. A payment will be made to each Employee in respect of each of these performance measures based on actual performance compared to the annual target.

Employees will be paid a monthly performance payment based on year to date actual performance in respect of these *performance* measures.

14.3.5 **Personal performance** is measured by each Employee's individual performance in two (2) key areas i.e. Behaviour and attendance.

The Company will, in its absolute discretion, set annual targets for each of these performance measures for each Employee for the period from January to December each year.

The Employee's annual targets will be set out in a document that will be given to each employee and which will be discussed between the Employee and their supervisor or company representative prior to January each year.

The Employee's performance in respect of these performance measures will be reviewed and discussed with the Employee twice each year.

A payment will be made to the Employee at the end of the year in respect of these personal performance measures based on actual performance compared to the annual targets.

14.4 Where a shutdown of the mine occurs average performance payment will be paid. Average performance payment means the average performance payment

paid for the previous 12 month period ending on the first pay period in the previous December.

- 14.5 Inexperienced Mineworkers shall receive 80% of the performance payment payable in any given pay period.

15. Accident Pay

- 15.1 Where an Employee is in receipt of workers compensation payments, Ulan West will pay accident pay. Entitlement to accident pay is subject to this clause and will cease upon the expiry of a period of 78 weeks from the date of the injury.
- 15.2 For the first period of 39 weeks from the date of incapacity subsequent to the injury, the Company will pay accident pay to make up the difference between the weekly amount of compensation the Employee receives and their ordinary weekly rate of pay as at the date of the injury. For the purpose of this clause, ordinary weekly rate of pay means the rate of pay calculated by dividing the Employee's TAS by 52. Applicable Performance Payment will also be paid for the initial 39 weeks of incapacity.
- 15.3 For a further period of 39 weeks thereafter, the Company will pay accident pay, which is the difference between weekly amount of compensation the Employee receives and ordinary weekly rate of pay as at the date of the injury. For the purpose of this clause, ordinary weekly rate of pay means the rate of pay calculated by dividing the Employee's TAS by 52.
- 15.4 Accident pay will not be payable in respect of any period where an Employee has taken paid annual leave or long service leave.
- 15.5 In the event that an Employee receives a lump sum in redemption of weekly payments under the workers compensation scheme, the Company's liability to pay accident pay shall cease on and from the date of such redemption.
- 15.6 Where an Employee recovers damages in respect of the injury independently of the workers compensation scheme, the Employee must repay to the Company the amount of accident pay, which the Company has paid to the Employee under this clause. In such a case, Employees will not be entitled to any further accident pay in respect of that injury from the Company.
- 15.7 Intermittent absences arising from the one injury will be cumulative in the assessment of the 78 week period referred to in this clause.

16. Superannuation and Salary Sacrifice Arrangements

- 16.1 The Company will make superannuation contributions for each Employee to a complying superannuation fund of their choice, or the employee's Stapled Fund in accordance with and as defined under the *Superannuation Guarantee (Administration) Act 1992* (Cth). If neither exist, the contribution will be made to the default fund which will be Mine Super Superannuation Fund.
- 16.2 The superannuation contributions will be made at the rate prescribed by the *Superannuation Guarantee (Administration) Act 1992*. The current contribution

rate is 11.5% of an Employee's ordinary time earnings, as defined in the legislation.

- 16.3 The Company will offer Employees the benefit of salary sacrificing arrangements in accordance with this clause. The terms of any such arrangement must be recorded in writing and must comply with the following requirements:
- 16.3.1 Any salary sacrifice arrangement must be consistent with legislation (including, for example, taxation and superannuation legislation), Australian Taxation Office guidelines and the Company policy.
- 16.3.2 The Employee and the Company may agree to sacrifice a portion of the employee's pre-tax annual base salary. Where such an agreement is reached, the annual base salary will be reduced by the amount that the Employee elects to salary sacrifice.
- 16.3.3 Superannuation contributions, termination and redundancy payments will be calculated disregarding any salary sacrifice arrangements in place.
- 16.3.4 Subject to agreement with the Company, an Employee may elect to enter into a Novated motor vehicle lease and/or Remote Area Assistance at their own cost and in accordance with Company policy.
- 16.3.5 The Company may vary its policy or withdraw from offering salary sacrifice arrangements to Employees at any time where there is an alteration to the relevant legislation that is detrimental to the salary sacrifice arrangements or the Company, provided that it must give Employees reasonable notice.
- 16.3.6 During periods of unpaid absences Employees remain responsible for meeting salary sacrifice obligations. Where an Employee takes an unpaid absence, it is the Employee's responsibility to notify the salary packaging provider and make arrangements for payments to continue.

Part 5 – Hours of Work and working arrangements

17. Hours of work

- 17.1 The ordinary hours of work will be an average of 35 hours per week and those hours will be averaged over the roster cycle.
- 17.2 The Mine is based on a continuous process, and as such the Company may carry out operations on all available hours each day on any day of the year, with the exception of Christmas Day and Boxing Day. The Company will establish rosters to meet operational requirements and such rosters will set out hours and days of work. Employees will be allocated to a roster and will be required to work the hours on that roster.
- 17.3 Shift lengths may be up to 12.5 hours duration.

- 17.4 The normal start and finish of an employee's shift will be the surface muster area, unless otherwise informed of another surface location.
- 17.5 Where operational requirements change the Company may change rosters or move Employees to another roster crew. These changes may include:
 - 17.5.1 the length of each shift;
 - 17.5.2 the time and location that shifts start and finish;
 - 17.5.3 the pattern of days worked on the roster;
 - 17.5.4 the change from one shift to another on the roster.
- 17.6 Where changes to hours of work are required the Company will provide twenty four hours' notice to an Employee of a change to their shift start and/or finish times and where reasonably possible seven days' notice to an Employee of a change to their roster. Where an Employee is given less than seven days' notice of a change to their roster, overtime payments will apply for time worked during the notice period unless the change was, in the opinion of the Company, necessary to accommodate the illness or injury of the Employee or to manage issues relating to the Employee's performance, in which case the Employee will not be entitled to double time payments.

18. Meal breaks

- 18.1 To ensure continuity of the operation the Company will organise meal breaks at times to meet business requirements.
- 18.2 Employees will be given a thirty minute fully paid break each shift for a meal. Where shift lengths exceed 10.5 hours Employees will be given two thirty minute meal breaks.
- 18.3 With the prior agreement of their supervisor Employees may combine the two thirty minute meal breaks and take a single sixty minute break.

19. Stand down

- 19.1 The Company may stand an Employee down without pay:
 - 19.1.1 for refusal of duty, neglect of duty or misconduct; or
 - 19.1.2 if, in the opinion of the Company, an Employee cannot be usefully employed in productive work because of a lawful direction, a breakdown of equipment or a stoppage of work for any cause for which the Company cannot reasonably be held responsible. In such cases, Employees will only be stood down if the disruption to the business has continued for at least 4 consecutive days (including the day on which the disruption commences).
 - 19.1.3 An Employee stood down under 19.1.2 may apply for and will be granted annual leave and/or long service leave for which the Employee has an accrued entitlement to for all or part of the period stood down, subject to management approval.

Part 6 – Leave Arrangements

20. Annual leave

20.1 Annual leave entitlements will accrue progressively during a year of service. The amount of the entitlement depends upon the roster that Employees are working on. The leave accrues as follows:

Roster cycle	Weekly accrual	Annual entitlement
5 Day Mon-Fri	3.3654 hours	175 hours / 5 weeks
7 Day or Weekend Roster	4.0385 hours	210 hours / 6 weeks

20.2 Where an Employee changes roster during the course of the year, the accrual will be adjusted on a pro-rata basis according to the rosters the Employee works.

20.3 For each period of annual leave taken the ordinary hours of rostered shifts that would have been worked by an Employee will be deducted from the Employee’s accrued annual leave entitlement.

20.4 An Employee may take annual leave at a time and for a period agreed with the Company provided that in the opinion of the Company, the operations at the Mine and the performance of work will not be unduly affected.

20.5 The Company encourages Employees to take accrued annual leave each year. Due to operational needs or when it decides to shut down all or part of its operation, the Company may direct affected Employees to take annual leave. Where a shutdown is necessary Employees will be given 28 days’ notice.

20.6 Payment whilst on annual leave will be as if at work based on the Employee’s TAS immediately prior to taking the leave and the leave will be paid ‘as it falls’, plus applicable performance pay, other than leave taken on a public holiday which is paid as part of the Employees’ WPA and for which no leave is deducted.

20.7 With the agreement of the Company an Employee can elect to cash out paid annual leave in accordance with the requirements of section 93 of the Act which requires that the Employee must retain the equivalent of 4 weeks’ annual leave; the cashing out must be by separate written agreement between the employee and the Company; and the Employee must be paid the amount he or she would have been paid if the leave was taken. An Employee may elect in advance to cash out this leave on a salary sacrifice basis into the Employees nominated superannuation fund.

- 20.8 On termination of employment, accrued untaken annual leave will be paid as if the Employee had taken that period of leave.

21. Personal Leave

- 21.1 Personal leave (including both sick and carer's leave) is paid leave taken when an Employee is unable to attend work because of personal illness or injury, or where the Employee is required to provide care and support for members of the Employee's immediate family or household. The term 'immediate family' includes the Employee's spouse, a de facto partner, a child, parent, grandparent, grandchild, or sibling, of the Employee or their spouse or de facto partner.
- 21.2 Upon commencement of employment with the Company and on each anniversary of employment, an Employee will be granted 105 ordinary hours of paid personal leave or the entitlement under the NES, whichever is the greater. For each period of paid personal leave taken the ordinary hours of rostered shifts that would have been worked by an Employee will be deducted from the Employee's accrued personal leave entitlement.
- 21.3 Payment for personal leave will be paid at the Employee's ordinary hourly rate of pay (in accordance with Table 2 in clause 12.2) for the rostered hours of the shift the Employee was unable to attend.
- 21.4 Where an Employee is going to be absent from work due to personal leave, the Employee must contact the Control Room, as soon as possible prior to the commencement of the absence and, as far as practicable state the nature of the illness or injury and the estimated duration of the absence. Failure to provide adequate prior notice, unless there is a valid reason, will result in disciplinary action. Repeated failure may lead to termination of employment.
- 21.5 An Employee must apply for payment for personal leave by completing the application form, specifying the reason for their absence. An Employee should complete and submit this form no later than the first working day following their absence.
- 21.6 Employees are required to present a medical certificate which describes the nature and extent of the illness or injury or other evidence which satisfies the Company that the reason for the leave is genuine for absences of two days or greater, for any personal leave immediately before or after a public holiday, or for any absences where three or more single uncertificated personal days have been taken in a 12 month period.
- 21.7 Employees who take personal leave to provide care and support for a member of the Employee's immediate family or household are required to provide a medical certificate or other evidence to the reasonable satisfaction of the Company verifying that the leave was taken for that purpose. Employees who have exhausted their entitlement to paid personal leave will be entitled to unpaid carer's leave of up to 2 days per occasion for the purpose of providing care or support for a family member because of personal illness or injury affecting the

family member or an unexpected emergency affecting the family member. Employees who wish to take unpaid carer's leave must comply with the notice obligations in clause 21.4 and are required to provide a medical certificate or other evidence to the reasonable satisfaction of the Company verifying that the leave was taken for that purpose.

- 21.8 Untaken personal leave accumulates without limitation and is paid out where employment ends due to retrenchment, retirement, ill health or death, provided that an Employee has a minimum of 70 hours of unused accrued personal leave. Personal leave is paid out at the Employee's ordinary weekly rate of pay as at the date of termination. For the purpose of this clause, ordinary weekly rate of pay means the rate of pay calculated by dividing the Employee's TAS by 52.
- 21.9 Employees may cash out their entitlement to personal leave provided that the Employee's remaining leave balance must be a minimum of 210 hours after the cashing out; each cashing out must be by separate written agreement between the Company and the Employee; and the amount paid in lieu of the leave cashed out will be the same as if the leave was taken. An Employee may elect in advance to cash out this leave on a salary sacrifice basis into the Employees nominated superannuation fund.

22. Long Service Leave

- 22.1 Employees will accrue long service leave on the basis of 13 weeks for each 8 years of qualifying service in the Black Coal Mining Industry.
- 22.2 Long service leave can be taken (typically in a minimum of blocks of two weeks) provided reasonable notice is given and subject to the Company's operational requirements. Payment while on long service leave will be at the Employee's TAS immediately prior to taking the leave, plus applicable Performance Payment, other than leave taken on a public holiday which is paid as part of the Employees' WPA and for which no leave is deducted.
- 22.3 Once Employees become eligible for long service leave (after eight years qualifying service) they will be entitled to another two week's long service leave for each 64 weeks of qualifying service.
- 22.4 After six years qualifying service, Employees are eligible for payment of any unused long service leave in the event of retrenchment.
- 22.5 In the event of retirement at or over the age of 60, or loss of employment due to ill health or death, Employees are eligible for payment of any unused long service leave for any period of qualifying service.

23. Public Holidays

- 23.1 For the purposes of this Agreement, recognised public holidays are New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday (when gazetted); Easter Monday; Easter Tuesday; Anzac Day; Labour Day; King's Birthday; Christmas Day; Boxing Day or any other day observed by the public

in lieu of one of those days and all other public holidays gazetted for our particular region. If under a law of New South Wales, a day is substituted for one of the above recognised public holidays, then the substituted day becomes the public holiday.

- 23.2 Except for Employee's covered under clause 23.5, and in accordance with the NES, the Company may roster Employees to work on a public holiday if the public holiday falls during a period where the Employee is rostered on.
- 23.3 Employees will not be rostered to work on Christmas Day or Boxing Day which will be taken to start from the start of the night shift of 25th December (which commences on the evening of the 24th December). Rostered work will resume from the start of the night shift of 27th December (which commences on the evening of the 26th December).
- 23.4 Agreement may be reached between an individual Employee and the Company to observe a public holiday on a day other than the day prescribed above. In such case, the prescribed public holiday will be treated as an ordinary working day for the purposes of this Agreement.
- 23.5 Employees who are rostered to work on Monday to Friday only on shifts of up to 8.5 ordinary hours will not be required to work on public holidays as part of their normal roster cycle. Such Employees may, however, in exceptional circumstances, be required to work on public holidays to meet operational needs.
- 23.6 An Employee not required to work on a public holiday that would otherwise be a rostered working day for that Employee will be paid their ordinary hourly rate for their rostered shift length for that day. Such payment will form part of an Employee's WPA.
- 23.7 Where Employees work on a public holiday, they will be paid at the equivalent rate of three times the Employee's ordinary hourly rate of pay.
- 23.8 An Employee who is not rostered or required to work on a public holiday that would otherwise be a working day, and who fails to attend to work their rostered shift on the day immediately before or immediately after the public holiday, must provide a medical certificate or other evidence which satisfies the Company that the reason for the leave was genuine to the Company to verify the reasons for their absence from work. If an Employee does not provide the Company with a medical certificate, they will not be entitled to receive payment for the public holiday.

24. Compassionate leave

- 24.1 Employees will be entitled to compassionate leave in accordance with the requirements of the Act. Where an Employee has an entitlement to paid compassionate leave, they will be at a rate equivalent to their ordinary daily rate of pay, plus performance payment. For the purpose of this clause, an Employee's ordinary daily rate of pay means the rate of pay calculated by

dividing the Employee's MTCS immediately prior to taking the leave by 52 and then by the average number of shifts the Employee is ordinarily rostered to work each week.

25. Parental leave

25.1 Employees will be entitled to parental leave in accordance with the requirements of the Act and any other applicable legislation.

26. Family and Domestic Violence Leave

26.1 Employees will be entitled to family and domestic violence leave in accordance with the NES.

SIGNATURES:

Signed for on behalf of:

Ulan West Operations Pty Limited

Signature: 

Name: **Matthew Stone**

Position: **Operations Manager**

Address: **4505 Ulan Road, Ulan**

On the **08** of **November** 2024

Signed for on behalf of:

The Employees

Signature	Name	Address	Position / Authority to sign	Date
<i>Robert Timbs</i>	Robert Timbs	636 Northcliffe Drive, Kembla Grange	MEU South Western President	13/11/2024