

**REDPATH AUSTRALIA
ENTERPRISE AGREEMENT 2024**



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Application and Operation of Agreement

1. Title

This Agreement will be called the Redpath Australia Enterprise Agreement 2024 (**the Agreement**).

2. Application of the Agreement

2.1 The Agreement shall apply to:

- (a) Redpath Australia Pty Limited (**Redpath**); and
- (b) Employees that are employed by Redpath in connection with or incidental to the development, mining and/or mineral processing of ore (including any mining and haulage activities); and
- (c) are employed in one of the job classifications set out in the Agreement.

2.2 The classifications in the Agreement do not apply to employees employed in the following classifications:

- (a) Clerk, Administrative Officer, Surveyor, Purchasing Officer, Storeperson, Stores Control Officer, Human Resources Officer, Safety Officer, Training Officer, Superintendent, Foreperson, Accountant, Engineer, Project Controls, Maintenance Planner, Degree Qualified Graduates, Coordinator or Production Supervisor;
 - (b) employees employed by Redpath in connection with or incidental to the performance of work at projects in South Australia.
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3. Interaction with Award & NES

3.1 This Agreement replaces in its entirety any Enterprise Agreement, Award or Transitional Agreement as those terms are defined in the Fair Work Act (Cth) 2009 (**Act**) that would otherwise apply to your employment including but not limited to the Mining Industry Award 2020 (**Mining Award**).

3.2 Despite any reference in this Agreement, no Awards are incorporated into this Agreement.

3.3 To the extent that the Agreement refers to entitlements of a relevant Award, if there is any inconsistency between the Award and the Agreement regarding entitlements, the provisions of the Agreement shall prevail to the extent of the inconsistency.

3.4 This agreement will be read and interpreted in conjunction with the national employment standards in the Act (**NES**). Where there is an inconsistency between the is agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4. Date and Period of Operation

This Agreement will come into force on the 7th day after approval by the Fair Work Commission and will expire 4 years after the date of approval by the Fair Work Commission (**FWC**).

5. Individual Flexibility Arrangement

5.1 You and Redpath may agree to vary the application of the following terms of this Agreement by way of an Individual Flexibility Arrangement:

- (a) Hours of Work, Meal Breaks & Rest Pauses;
- (b) Remuneration including overtime rates, penalty rates, allowances;
- (c) Averaging of Wages;
- (d) Leave;
- (e) Stand down; and
- (f) Training.

- 5.2** The Individual Flexibility Arrangement must meet the genuine needs of Redpath and you in relation to one or more of the matters mentioned in clause 5.1.
- 5.3** The Individual Flexibility Arrangement must be genuinely agreed to by you and Redpath.
- 5.4** Redpath must ensure that the terms of the Individual Flexibility Arrangement:
- (a) are about permitted matters under section 172 of the Act ; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in you being better off overall than you would be if no arrangement was made.
- 5.5** An Individual Flexibility Arrangement must:
- (a) be agreed in writing;
 - (b) have yours and Redpath's name on it;
 - (c) state the commencement date;
 - (d) be signed by both parties (where you are under the age of 18, signed by a parent or guardian);
 - (e) include the details of terms to be varied; and
 - (f) state how you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement.
- 5.6** An Individual Flexibility Arrangement must result in you being better off overall than you would have been if no Individual Flexibility Arrangement was entered into.
- 5.7** You and Redpath will be provided a copy of the Individual Flexibility Arrangement within 14 days of being agreed to.
- 5.8** An Individual Flexibility Arrangement may be terminated in accordance with the Act:
- (a) by you or Redpath giving 28 days' notice in writing (or a longer time provided by the Act); or
 - (b) at any time, by written agreement between you and Redpath.
- 5.9** Termination of the Individual Flexibility Arrangement will take effect on the date set out in the notice or on expiry of notice required under the Act, whichever is later.
- 5.10** Upon termination of an Individual Flexibility Arrangement the terms and conditions under this Agreement will apply to your employment without alteration. Any benefits provided to you under the Individual Flexibility Arrangement do not form part of your contract of employment and may be (subject to the terms of this Agreement) discontinued on termination of the Individual Flexibility Arrangement.

6. Terms of Employment

Your terms of engagement and whether you are employed on a Full time, Part time, Fixed term or Casual basis will be set out in your contract of employment.

7. Duties

Your position will be set out in your contract of employment. In addition to the duties associated with your position and set out in your position description, you may be required to carry out other duties as required by Redpath from time to time, provided the duties are within your skills, capabilities and competencies and it is safe to do so.

8. Full time Employees

Any employee not specifically engaged as being a Part-time or Casual employee is for all purposes of this Agreement a Full time employee, unless otherwise specified in this Agreement.

9. Part time Employees

- 9.1 Part time employees work Ordinary Hours of less than 38 hours per week, averaged over a roster cycle and receive, on a pro rata basis, equivalent pay and conditions to those of Full time employees performing the same work.
- 9.2 On commencement of employment Redpath and the Part time employee will agree in writing the nominal starting and finishing times.
- 9.3 The agreed Ordinary Hours of a Part time employee may be varied by consent in writing.
- 9.4 Redpath will inform a Part-time employee of their Ordinary Hours of work and starting and finishing times. All time worked in excess of these hours will be paid at the appropriate overtime rate.

10. Casual Employees

- 10.1 A Casual employee is an employee engaged and paid as such in accordance with the Act.
- 10.2 Each daily engagement will stand alone.
- 10.3 The loading applicable to casual employees is 25% of the applicable Minimum Hourly Rate for Ordinary Hours worked. The casually loaded rate constitutes part of a casual employee's all-purpose rate.
- 10.4 Where casual employees are engaged, they shall receive a minimum four hours payment on each engagement.
- 10.5 The provisions of the following clauses don't apply to you if you are a casual employee other than as specified to apply to casual employees:
 - (a) Clause 17: Public holidays and leave; and
 - (b) Clause 18: Termination of Employment
- 10.6 Casual employees will be provided leave in accordance with the provisions of the Act.
- 10.7 Casual employees are not entitled to notice or payment in lieu of notice or redundancy payment upon termination of your employment.

11. Classifications

Employees will be classified in one of the following positions:

- 11.1 **Mineworker Entry Level** – shall mean to include an employee undertaking the standard induction training required for the business. Employees at this level perform routine duties under direct supervision.
- 11.2 **Mineworker Level A** - shall mean to include an employee who has completed the standard induction training and has been assessed to be able to competently carry out the basic and semi-skilled work. This may include positions such as:
 - (a) yardperson;
 - (b) trades assistant;
 - (c) underground labourer;
 - (d) underground truck operator;
 - (e) batch plant operator;
 - (f) surface operator;
 - (g) nipper / jumbo offsider;
 - (h) agi operator;

- (i) all other basic and semi-skilled employees not elsewhere classified.

11.3 Mineworker Level B – shall mean to include an employee who has been assessed as being competent to carry out semi-skilled work on a broad range of plant and equipment functions. The employees will exercise discretion within their level of skill and is responsible for the quality of the work subject to routine supervision. This may include positions such as:

- (a) grader operators;
- (b) service crew / bullganger;
- (c) service person;
- (d) all other semi-skilled employees working on a broad range of plant and equipment not elsewhere classified.

11.4 Mineworker Level C – shall mean to include an employee who has been assessed as being competent to apply skills and knowledge in complex but routine situations where discretion and judgment are involved. An employee at this level can plan tasks, select equipment and appropriate procedures from known alternatives and takes responsibility for the work of others. An employee at this level understands and applies quality control techniques, performs work under limited supervision, operates all equipment incidental to the work and assists in the provision of on-the-job training. This may include positions such as:

- (a) loader operators;
- (b) shotfirer / charge up;
- (c) shotcreter;
- (d) all other employees in complex but routine situations not elsewhere classified.

11.5 Mineworker Level D – shall mean to include an employee who has met the requirements for Mineworker Level C and has been assessed as being competent to perform tasks which require in depth skill or knowledge or the integration of a broad range of skills and of a non-routine nature in new but predictable situations. An employee at this level will provide guidance and assistance to others. This may include positions such as:

- (a) production driller
- (b) cablebolt operator;
- (c) jumbo operator;
- (d) airleg miners;
- (e) all other employees with in complex, non-routine nature, new but predictable situations not elsewhere classified.

11.6 Tradesperson Level A – shall mean to include an employee who has gained skills and knowledge through the completion of a trade certificate and can plan tasks, select equipment and appropriate procedures from known alternatives and requires only limited supervision or guidance. This may include

- (a) electrician;
- (b) diesel fitter;
- (c) auto electrician;
- (d) light vehicle mechanic;
- (e) fixed plant fitter;
- (f) boilermaker;
- (g) mechanic.

11.7 Tradesperson Level B – shall mean to include an employee who has met the requirements of Tradesperson Level A and extensive experience on equipment, works with minimal supervision and provides guidance and assistance to others.

11.8 Apprentice

An Apprentice is an employee that has a formal training contract with Redpath that has been registered and recognised by a state or territory training authority.

Apprentices will be paid in accordance with the minimum rates in table in 12.1 and in accordance with this agreement.

An Adult Apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship.

The following are conditions for progression through each stage.

- (a) Apprentice Stage 1
 - (i) Nil entry requirements.
- (b) Apprentice Stage 2
 - (i) 12 months after commencement of apprenticeship; or
 - (ii) on attainment of 25% of total competency for Cert III qualification in the training plan.
- (c) Apprentice Stage 3
 - (i) 12 months after commencing Apprentice Stage 2; or
 - (ii) on attainment of 50% of the total competency points for Cert III qualification in the training plan.
- (d) Apprentice Stage 4
 - (i) 12 months after commencing Apprentice Stage 3; or
 - (ii) on attainment of 75% of the total competency points for Cert III qualification in the training plan.

Apprentices will be paid in accordance with the following table:

Stage of apprenticeship	% of Tradesperson Level B
Apprentice Stage 1	55%
Apprentice Stage 2	65%
Apprentice Stage 3	75%
Apprentice Stage 4	90%
Adult Apprentice Stage 1	80%
Adult Apprentice Stage 2	85%
Adult Apprentice Stage 3	90%
Adult Apprentice Stage 4	95%

11.9 Progression

- a) Progression from one position, or level to another will be on the basis of skills gained and actually required to be used and is at the sole discretion of Redpath.
- b) An employee may be reclassified to a lower level Classification by Redpath if after going through an assessment and reclassification process the employee's performance and/or quality of work does not meet the standard required or the work the employee is required to perform on a regular basis is covered by a lower classification.

11.10 Employees in trainee positions will be paid one Classification rate below the relevant category unless specifically covered in a classification above. Your Contract of Employment will set out:

- (a) your classification; and
- (b) your rate of pay; and
- (c) your roster.

12. Remuneration

12.1 Minimum Hourly Rates

Employees will be paid the applicable Minimum Hourly Rate of pay for the relevant job classification, as set out in Clause 11.

The Minimum Hourly Rate is the rate applied as the ordinary rate for the purposes of calculating the other rates in this Agreement.

Classification	Minimum Hourly Rate
Mineworker Entry Level	\$25.50
Mineworker Level A	\$26.71
Mineworker Level B	\$27.70
Mineworker Level C	\$28.51
Mineworker Level D	\$32.27
Tradesperson Level A	\$31.69
Tradesperson Level B	\$34.19
Apprentice Stage 1	\$18.80
Apprentice Stage 2	\$22.22
Apprentice Stage 3	\$25.64
Apprentice Stage 4	\$30.77
Adult Apprentice Stage 1	\$27.35
Adult Apprentice Stage 2	\$29.06
Adult Apprentice Stage 3	\$30.77
Adult Apprentice Stage 4	\$32.48

12.2 Flat Shift or Flat Hourly Rate

- (a) Unless otherwise specified in this Agreement, an Employee (other than a Casual Employee) will be paid for all rostered hours worked on the basis of a Flat Shift Rate or Flat Hourly Rate for their classification.
- (b) An Employee's Flat Shift Rate or Flat Hourly Rate will be not less than the amount they would have received for their rostered hours under this Agreement and will be set out in their contract of employment.
- (c) The Flat Shift or Flat Hourly Rate is inclusive of all loadings, penalty rates, rostered overtime, above market payments, and any applicable allowances and will be calculated as follows:
 - (i) For any Flat Shift Rate, the total amount that the Employee is entitled to be paid under this Agreement for working their rostered hours in their roster cycle, including shift loadings, base hourly rates, applicable allowances,

rostered overtime, public holidays worked, and weekend work, divided by the total number of shifts in the roster cycle.

(ii) For any Flat Hourly Rate, the total amount that the Employee is entitled to be paid under this Agreement for working their rostered hours in their roster cycle, including shift loadings, base hourly rates, applicable allowances, rostered overtime and weekend work, divided by the total number of rostered hours in the roster cycle.

(d) If an Employee's roster changes, the Employee will be advised of any change to the Flat Shift Rate or Flat Hourly Rate before commencement of work on the new roster.

(e) Any Flat Shift Rate or Flat Hourly Rate will only be paid for rostered hours. Any additional hours will be separately paid at least at the rates prescribed in the Agreement for working those additional hours.

12.3 Review

The Minimum Hourly Rate described in 12.1 will be increased by the amount determined by the annual FWC Modern Award increase. Any increase will apply from the first full pay period commencing after 1 July. The first increase will apply from the first full pay period commencing on 1 July 2024 and then each year thereafter for the life of the Agreement.

12.4 Payment of wages

Your remuneration (less applicable deductions for taxation) will be paid fortnightly in arrears by electronic funds transfer to your nominated Australian bank account.

12.5 Superannuation

Redpath will contribute superannuation payments on your behalf to your chosen complying fund or stapled fund as required by law.

Where you are required to make superannuation contributions by law, you authorise Redpath to make those deductions from your remuneration on your behalf.

12.6 Salary Sacrifice

You may be entitled to salary sacrifice part of your remuneration in accordance with Redpath policies and procedures and relevant legislation.

Where you enter into a salary sacrificing arrangement with Redpath, Redpath may provide you with the non-cash benefit in satisfaction of your entitlement to remuneration under this Agreement. Any salary sacrificing arrangement must not result in an increased cost to Redpath.

13. Hours of Work

13.1 Ordinary Hours of Work

- (a) Ordinary Hours for a Full time employee are 38 hours per week.
- (b) Time in excess of Ordinary Hours will be paid at overtime rates in accordance with clause 13.2 of the Agreement.
- (c) Other than Shiftworkers, Ordinary Hours will be worked between the hours of 6am and 6pm, Monday to Sunday.
- (d) Employees will not be required to work more than 12 Ordinary Hours in any day or shift.
- (e) An employee's Ordinary Hours may be averaged over a period of up to 26 weeks.

13.2 Overtime

You are entitled to be paid overtime in accordance with the following:

(a) **Hours in excess of Ordinary Hours**

Overtime is all hours worked:

- (i) in excess of your Ordinary Hours, averaged over your roster cycle; or
- (ii) beyond the hours of your rostered shift on any day.

You will be paid Overtime at the rate of 1.5 times the Minimum Hourly Rate for the first 3 hours and 2.0 times that Minimum Hourly Rate for each hour after that.

For Continuous Shiftworkers, all Overtime will be paid the rate of 2.0 times the Minimum Hourly Rate.

(b) **Weekend Work**

Ordinary and Overtime hours worked on Saturday will be paid at the rate of 1.5 times the Minimum Hourly Rate for the first 3 hours and at the rate of 2.0 times the Minimum Hourly Rate thereafter.

Ordinary and Overtime hours worked on a Sunday will be paid at the rate of 2.0 times the Minimum Hourly Rate.

When required to work Ordinary or Overtime hours on a Saturday or Sunday, employees shall receive a minimum 3 hours payment on each engagement.

For Continuous Shiftworkers, all Overtime will be paid the rate of 2.0 times the Minimum Hourly Rate.

(c) **Public Holidays**

Ordinary and Overtime hours worked on a Public Holiday will be paid at the rate of 2.5 times the Minimum Hourly Rate.

When required to work Ordinary or Overtime hours on a Public Holiday, employees shall receive a minimum 3 hours payment on each engagement.

13.3 Rosters

Your hours of work will be as set out in your Roster from time to time. When developing Rosters Redpath will take into account:

- (a) safe work practices including fatigue management principles as set out in Redpath's and Site fatigue management policies and procedures;
- (b) your level of compensation;
- (c) the usual patterns of work in the industry;
- (d) the nature of your role;
- (e) the operational needs of the Redpath and the Site; and
- (f) your personal carers responsibilities.

13.4 You may be rostered to work reasonable rostered overtime. Any roster that provides for rostered overtime can be refused if unreasonable in accordance with the National Employment Standards (**NES**).

13.5 Rosters may be changed to meet operational requirements from time to time. You will be provided with at least 48 hours' notice of any change to the roster, or such shorter

period as is agreed between you and Redpath. Any shift missed if a roster is changed by agreement within 48 hours' notice will be paid.

13.6 Any permanent changes to rosters or hours of work will be subject to the consultation process outlined in Clause 20 of the Agreement.

13.7 Notwithstanding anything else in this Agreement, Redpath may vary or suspend any roster arrangement immediately in the case of an emergency, including:

- (a) threats to life or safety of employees;
- (b) extreme or adverse weather or flooding;
- (c) mining incident; or
- (d) unsafe mining conditions.

13.8 Unrostered Overtime

"Unrostered overtime" means any hours worked or attendance in excess of your rostered hours.

Subject to Redpath's Fitness for Work Policy and Procedures, you may be requested to work unrostered overtime from time to time. Any such request must be reasonable and can be refused if unreasonable in accordance with the National Employment Standards.

13.9 Rest break in Overtime

- (a) Employees are entitled to a minimum of a 10 hour break between the completion of Ordinary and Overtime hours in a shift and the commencement of the next shift.
- (b) Where a 10 hour break between shifts is not possible, employees will be paid at the rate of 200% of the minimum hourly rate for all work performed until the minimum 10 hour break is given.
- (c) Where an employee's Ordinary and Overtime hours in a rostered shift have commenced whilst the employee is completing the 10 hour break, the pay that would have been made for the Ordinary and Overtime hours will be paid as long as the employee returns to work as soon as the 10 hour break has been completed.
- (d) During overtime, employees may take a paid rest break of 20 minutes after each 4 hours of overtime worked, if the employee is required to continue work after the rest break.

13.10 Standing by

Employees will not be required to normally hold themselves in readiness to work after Ordinary Hours and as a result will not receive a standing by allowance.

13.11 Recall

An employee recalled to work overtime after leaving Site (whether notified before or after leaving the Site) will be engaged to work for a minimum of 4 hours or will be paid for a minimum of 4 hours' work in circumstances where the employee is engaged for a lesser period.

13.12 Starting location

At underground mines, the designated starting place for a shift will be on the surface.

14. Shiftwork

14.1 Definitions

- (a) "Shiftworker" means an employee for the time being engaged to work in a system of shifts, including night shifts, or a Continuous Shift worker.
- (b) "Continuous Shiftworker" means a seven day Shiftworker engaged in a continuous process who is regularly rostered to work Sundays and Public Holidays.
- (c) "Afternoon shift" means any shift rostered to finish after 7.00pm and at or before midnight.
- (d) "Night shift" means any shift rostered to finish after midnight and at or before 8.00 am.

14.2 Shiftworker allowances

Where an Employee engaged as a Shiftworker would be entitled to a shift loading under the Mining Award, the employee will be entitled to the greater of the following shift loadings for each such shift worked:

- (a) not less than any applicable entitlement the Employee would have had to shift loading in clause 21 of the Mining Award, being:
 - 1. for afternoon or night shift, 15% of the Employee's ordinary hourly rate of pay that applies to their classification under the Mining Award, multiplied by the ordinary hours worked in the shift;
 - 2. for permanent night shift, 30% of the Employee's ordinary hourly rate of pay that applies to their classification under the Mining Award, multiplied by the ordinary hours worked in the shift; **or**
 - (b) the shift allowance set out in clause 16.1 of this Agreement;
- whichever is the greater, but not both

14.3 Shift loadings are paid in addition to an Employee's Minimum Hourly Rate under this Agreement.

14.4 Additional annual leave.

For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, only Continuous Shiftworkers will be entitled to an additional week of annual leave per annum.

15. Meal and Rest Breaks

15.1 In accordance with Redpath and Site fatigue management policies and procedures, employees are entitled and expected to take a rest break if they feel fatigued.

15.2 In addition, as a minimum, you will be entitled to:

- (a) for shifts of 10 hours or more, paid meal breaks totalling not less than 1 hour per shift;
- (b) for shifts of less than 10 hours duration, a paid meal break of not less than 30 minutes per shift.

- 15.3** As a guide, meal breaks should be taken as near as practicable to the middle of the shift. Breaks will be scheduled by the employee's Supervisor based upon operational requirements so as to ensure continuity of operations and otherwise taken as agreed with employees.

16. Allowances

An Employee may be entitled to payment for any or all of the Allowances below if they meet the criteria for the Allowance as described. Redpath, at its discretion, may choose to incorporate the below allowances into a recalculated Flat Hourly Rate.

16.1 Shift Allowance

Shiftworkers working on night shift or afternoon shift shall be paid an allowance of \$37.60 per night or afternoon shift worked. This allowance is not payable for any form of leave.

16.2 First Aid Allowance

An employee holding a current first aid qualification issued by a recognised provider shall be paid an allowance of \$5.11 per shift worked. This allowance is not payable for any form of leave.

16.3 Tool Allowance

Tradespersons who are required to provide and maintain their own basic kit of tools and as compensation for same will be paid an allowance of \$4.95 per shift worked. All other employees will be provided with tools by Redpath as required to perform the duties of their position. This allowance is not payable for any form of leave.

16.4 Leading Hand Allowance

A Leading Hand, supervising other employees will be paid an allowance which will be a minimum of that which is calculated in accordance with the Mining Industry Award where the employee is formally appointed by management to supervise other employees.

17. Public Holidays and Leave

17.1 Public Holidays

- (a) Employees are entitled to Public Holidays in accordance with the National Employment Standards (**NES**).
- (b) Public Holidays are those days that are gazetted as Public Holidays in the local area of the Site upon which you work.
- (c) For avoidance of doubt you are only entitled to observe one gazetted Show Day per annum as a Public Holiday. Redpath will advise employees which day Show Day will be observed relevant to their location.
- (d) Payment for Public Holidays falling on a rostered day off is included in the Flat Hourly Rate set out in Clause **Error! Reference source not found.**, therefore no additional payment will be made for public holidays not worked if the Public Holiday falls on a rostered day off.
- (e) Payment for hours worked on a Public Holiday will be paid in accordance with Clause 13.2(c).

17.2 Annual Leave

- (a) The rate of accrual of annual leave will be 4 weeks' per year, in accordance with the National Employment Standards.
- (b) If you are a Part time employee you will receive the entitlement in Clause 17.2(a) on a pro-rata basis according to your Ordinary Hours of work as set out in your contract of employment.
- (c) Shift workers are entitled to 5 weeks annual leave per year if they are a Continuous Shift worker as provided for in clause 14.3.
- (d) The following table sets out continuous roster types of 12 hours shifts and 12.5 hour shifts and the hours for accruing and debiting annual leave.

Roster	Hour paid per shift taken	Hours accrued per annum
7 days on, 7 days off continuous roster, 12 hour shifts	12	210
14 days on, 7 days off continuous roster, 12 hour shifts	12	279.6
8 days on, 6 days off permanent day shifts, 12 hour shifts	12	192
7 days on, 7 days off permanent day shifts, 12 hour shifts	12	168
7 days on, 7 days off continuous roster, 12.5 hour shifts	12.5	218.75

17.3 Taking Annual Leave

- (a) Whilst on annual leave you will be entitled to be paid whichever is the greater of:
 - (i) in accordance with your Flat Hourly Rate per Rostered Hour Worked for your roster or projected roster (inclusive of any loadings, penalties and/or rostered overtime); **or**
 - (ii) your Minimum Hourly Rate plus annual leave loading of 17.5%.
- (b) Your accrued annual leave balance will be reduced by the number of hours of your rostered shift duration for every annual leave day taken.

17.4 Cashing out Annual Leave

By agreement, you may cash out annual leave credited to you, instead of taking annual leave. An agreement to cash out annual leave is subject to the provisions of the Act, as follows:

- (a) paid annual leave cannot be cashed out if the cashing out would result in your remaining accrued entitlement to paid annual leave being less than 4 weeks;

- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between you and Redpath; and
- (c) you must be paid at least the full amount that would have been payable to you had you taken the leave that you have forgone under the cashing out agreement.

17.5 Personal Leave

- (a) Personal leave covers both sick leave and carer's leave, in accordance with the National Employment Standards.
- (b) You will accrue 10 days (76hrs) personal leave per year, in accordance with the National Employment Standards.
- (c) If you are a Part time employee you will receive this entitlement on a pro-rata basis according to your Ordinary Hours of work as set out in your Contract of employment.
- (d) Unused personal leave shall accrue from year to year.

17.6 Taking Personal/Carer's Leave

- (a) Personal leave will be paid at the Flat Hourly Rate per Rostered Hour Worked for the Ordinary Hours of rostered shifts during the period of leave. If an employee is not paid a Flat Hourly Rate, then personal leave will be paid at the employee's Minimum Hourly Rate.
- (b) For each day taken as personal leave the Ordinary Hours that would have been worked on the day will be deducted from the employee's accrual.
- (c) Taking Sick Leave
 - (i) If you cannot attend work because of illness or injury, you must, as soon as reasonably practicable notify Redpath of the absence (which may be a time after the leave has started).
 - (ii) Must advise Redpath of the period, or expected period of the leave.
 - (iii) In order to access an entitlement to sick leave you may be required to provide satisfactory evidence of illness and/or injury (a medical certificate or statutory declaration will be satisfactory evidence of illness or injury).
- (d) Taking Carer's Leave
 - (i) You may use any accrued personal leave to care or support for a member of your immediate family, or a member of your household, who requires care and support
 - (ii) If you take carer's leave you should notify Redpath as soon as possible of your intention to take carer's leave in accordance with relevant Site procedures.
 - (iii) In order to access carer's leave you may be required to provide satisfactory evidence of the reason for taking leave (for example a

medical certificate for the person who requires care would be satisfactory evidence).

17.7 Long Service Leave

Long service leave will accrue and be paid in accordance with the relevant legislation. Payment for long service leave will be calculated on the basis of Ordinary Hours and paid at your Minimum Hourly Rate.

17.8 Compassionate Leave

You will be entitled to compassionate leave in accordance with the Act.

Compassionate leave will be paid at the Minimum Hourly Rate for the Ordinary Hours of the rostered shifts not worked, other than for casuals.

17.9 Community Service Leave

You will be entitled to community service leave in accordance with the Act.

Other than for casual employees, if you are required to attend for Jury Service, you will be paid for the Ordinary Hours of the first 10 rostered shifts not worked because of the attendance at Jury Service. Jury leave will be paid at the Minimum Hourly Rate. If you are entitled to be paid for Jury Service by any third party, the payment made by Redpath will be reduced by such payment and you may be required to produce evidence of payment by the third party.

17.10 Parental Leave

You will be entitled to Parental Leave in accordance with the Act.

17.11 Family and Domestic Violence Leave

You will be entitled to 10 days' paid leave to deal with family and domestic violence at the start of each 12-month period of employment, in accordance with the NES.

The paid leave entitlement does not accumulate from year to year.

An employee may take paid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

In Clause 17.11, family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

In Clause 17.11 family member means:

- (a) a spouse (current or former), de facto partner (current or former), child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Family & Domestic violence leave will be paid at the Flat Hourly Rate per Rostered Hour Worked for the Ordinary Hours of rostered shifts during the period of leave (if an

Employee is not paid a Flat Hourly Rate, then Family & Domestic violence leave will be paid at the Employee's Minimum Hourly Rate).

18. Termination of Employment

18.1 Ending your employment

- (a) Unless you are employed as a casual employee, your employment may be terminated by Redpath providing you notice as set out in the table below, providing payment in lieu of notice, or part notice and part payment in lieu.

Employee's period of continuous service with Redpath	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If you are over the age of 45 years old and have been employed continuously with Redpath for a period of 2 years or more, you will be provided with an additional week of notice on termination of employment.
- (c) You must provide the same notice to Redpath on resignation as Redpath would be required to provide you on termination of your employment, except that there is no requirement for you to provide additional notice based on your age.
- (d) If you do not provide the requisite notice to Redpath on your resignation, Redpath may withhold any monies due to you on termination, an amount equivalent to the notice period, less any period of notice actually given by you.
- (e) Payment in lieu of notice is calculated on the wages that you would have received had you continued to work during your notice period under your current Roster.
- (f) If your employment is terminated for serious misconduct you will not be entitled to notice or payment in lieu of notice.

18.2 Suspension

Your employment may be suspended with pay during the investigation of any disciplinary matter.

18.3 Redundancy

If your employment is terminated as a result of redundancy Redpath will provide you with redundancy payment (however described) in accordance with and as required the by the National Employment Standards.

A redundancy payment is not payable where your employment is terminated as a result of:

- (a) conduct or performance issues;
- (b) the ordinary and customary turnover of labour; or
- (c) the expiration of a fixed term or maximum term contract.

18.4 Stand Down

In accordance with Section 524 of the Act, you may be stood down without pay for part of or all of a day or days, if you cannot be usefully employed because of a stoppage of work due to a cause which is not within the control of Redpath, including but not limited to adverse weather, Site directive, mining incident, mining conditions, a breakdown of machinery or industrial disputation.

19. Dispute Resolution Procedure

In the event of any dispute arising under this Agreement, or the National Employment Standards this clause sets out procedure to settle the dispute. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

19.1 Intent

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

19.2 Stage 1

When a grievance arises, the matter shall in the first instance be discussed between the affected employee/s and their immediate Supervisor.

19.3 Stage 2

If the matter remains unresolved: -

It may be referred for discussion between the affected employee/s and the Project Manager.

19.4 Stage 3

If the matter remains unresolved, it may be referred in writing for discussion between the affected Employee/s and Redpath nominated Senior Manager.

19.5 Referral of dispute

If the matter remains unresolved, either party may refer the issue to an agreed independent third party, which may be the Fair Work Commission (FWC), for conciliation.

19.6 Maintenance of status quo

While a dispute is being addressed in accordance with this procedure, the Employee(s) work will continue unaffected where it is safe to do so.

Safety matters that arise in the course of employment will be addressed in accordance with Redpath's Safety Policies and Procedures, and not by means of this Dispute Resolution Procedure.

To remove doubt, nothing in this Clause 19 restricts Redpath's right to direct Employees to undertake alternative duties having regard to (i) an Employee's recognised skills, competence, training and safe work practices; or (ii) an Employee's obligation to undertake the duties as directed.

20. Consultation

20.1 This clause applies if:

- (a) Redpath has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its

enterprise and the change is likely to have a significant effect on employees of the enterprise.

- (b) Redpath proposes to introduce a change to regular rosters or Ordinary Hours of work of employees.

Introduction of Major Change

20.2 Redpath must notify the relevant employees of the decision to introduce the major change.

20.3 The relevant employee(s) may appoint a representative for the purposes of the procedures in this clause. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative.

Redpath must recognise the representative.

20.4 As soon as practicable after making its decision, Redpath must:

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

20.5 However, Redpath is not required to disclose confidential or commercially sensitive information to the relevant employees.

20.6 Redpath must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

20.7 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 20.2, 20.3 and 20.4 are taken not to apply.

20.8 In this clause a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of Redpath's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

20.9 Change to regular roster or Ordinary Hours of work

20.10 Redpath must notify the relevant employees of the proposed change.

- 20.11** The relevant employee(s) may appoint a representative for the purposes of the procedures in this clause. If:
- (a) a relevant employee(s) appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee(s) or employees advise the employer of the identity of the representative.

Redpath must recognise the representative.

- 20.12** As soon as practicable after proposing to introduce the change, Redpath must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) 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 Redpath reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that Redpath reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

20.13 Redpath is not required to disclose confidential or commercially sensitive information to the relevant employees.

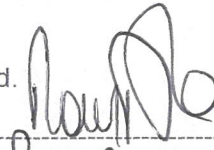
20.14 Redpath must give prompt and genuine consideration to matters raised about the change by the relevant employees.

20.15 In this clause - relevant employees means the employees who may be affected by a change referred to in subclause 20.1.

21. Signatories

Signed for and on behalf of Redpath Australia Pty Limited.

Signature



Name

ROY BURNE

Position

GENERAL MANAGER

Address

63 LAVARACK AVENUE, EAGLE FARM, 4009

Date

22/11/24

Witness Signature



Name

EMMA FAIRLEY

Address

63 LAVARACK AVENUE EAGLE FARM, 4009

Date

22/11/24

Signed for and on behalf of the employees of Redpath Australia Pty Limited by their Bargaining Representative.

Signature



Name

Matt Bidgood

Address

63 Lavarack Ave, Eagle Farm QLD
4009

Position

Cablebolter

Date

22/11/24

Witness Signature



Name

Andrew Dising

Address

63 Lavarack Av, Eagle Farm QLD 4009

Date

22/11/24