



**CENTENNIAL NORTHERN  
COAL SERVICES  
ENTERPRISE AGREEMENT  
2025**

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**Table of Contents**

1. Title .....	3
2. Definitions .....	3
3. Purpose And Intent .....	4
4. Parties, Incidence And Application .....	4
5. Consultation .....	5
6. Flexibility Arrangements .....	7
7. Dispute Resolution Procedures .....	8
8. Employment Relationship .....	9
9. Stand Down Of Employees .....	11
10. Hours Of Work .....	12
11. Allocation Of Labour .....	13
12. Skills Development .....	14
13. Wage Rates / Allowances .....	15
14. Incentive Bonus .....	16
15. Health & Safety Initiative .....	16
16. Payment Of Wages .....	16
17. Superannuation .....	16
18. Overtime .....	17
19. Meal Breaks .....	18
20. Annual Leave .....	19
21. Personal/Carer's Leave .....	20
22. Compassionate Leave .....	22
23. Parental Leave .....	23
24. Family and Domestic Violence leave .....	23
25. Eligible Community Service Activity .....	23
26. Jury Service .....	23
27. Long Service Leave .....	24
28. Medicals .....	25
29. Public Holidays .....	25
30. Absent Without Leave .....	26
31. Abandonment of Employment .....	26
32. Workforce Reductions .....	26
33. Termination Of Employment .....	28
34. Accident Pay .....	28
35. Personal Protective Equipment .....	30
36. Contractors .....	30
37. Employee Representation .....	30
38. Signatures Of Parties To Agreement .....	32
Appendix 1 – Cooranbong and Delta Roster, Shift Length & Times .....	35
Appendix 2 – Dispute Resolution Procedures .....	36
Appendix 3 – Grievance Summary .....	37
Appendix 4 – Standard OT Shift & Crib Arrangements & Payments .....	38
Appendix 5 – Personal Leave Monitoring Procedures .....	39
Appendix 6 – Corrective Guidance Procedures .....	42
Appendix 7 – Annual & Long Service Leave Procedures .....	51
Appendix 8 – Health & Safety Initiative .....	54

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**1. TITLE**

- 1.1 This Agreement shall be known as the “Centennial Northern Coal Services Enterprise Agreement 2025” (the Agreement).

**2. DEFINITIONS**

In this Agreement, except where otherwise indicated:

- 2.1 **“Act”** means the Fair Work Act 2009 (Cth).
- 2.2 **“Agreement”** means the Centennial Northern Coal Services Enterprise Agreement 2025.
- 2.3 **“Award”** means the Black Coal Mining Industry Award 2020.
- 2.4 **“Centennial”** is Centennial Coal Company Pty Limited of which Centennial Northern Coal Services Pty Limited is a wholly owned subsidiary company.
- 2.5 **“CEPU”** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Electrical Division NSW Branch).
- 2.6 **“MEU”** means the Mining & Energy Union (Mining & Energy Division).
- 2.7 **“Company”** means Centennial Northern Coal Services Pty Limited.
- 2.8 **“Competent”** means the appropriate experience, knowledge, skills and capabilities required of an employee to perform their role.
- 2.9 **“Eligible employee”** means members and persons eligible to be members of a particular union who are employed by the Employer.
- 2.10 **“Employee Representative”** is any person of the employee’s choice who represents the interests of the employee at their request and may include an elected union representative.
- 2.11 **“FWC”** means Fair Work Commission.
- 2.12 **“Normal Shift”** is the arrangement of ordinary hours and rostered overtime that are worked by an employee on a daily basis as part of their roster.
- 2.13 **“Ordinary Hours”** are those hours of the normal shift that count toward the average of 35 ordinary hours per week i.e. does not include rostered overtime if worked.
- 2.14 **“Maintenance Team Leader”** is an employee who in addition to their normal maintenance planning duties is called upon by the Company to arrange and supervise the work of other employees and contractors.
- 2.15 **“Plant/s”** means Newstan Coal Preparation, Cooranbong Coal Handling Plant and Delta Coal Handling Plant area and the associated operations and surface facilities that are operated by the Company in undertaking the processing, receiving and disposal of coal. The Plant/s does not include the company’s underground coal operations.
- 2.16 **“Rostered Overtime”** means overtime which forms an integral part of the employee’s roster and must be worked.
- 2.17 **“Technician in Training”** is an employee who is inexperienced and who undertakes a structured training program to attain coal plant operation skills. This classification applies to such employees until assessed by the Company, as having achieved the competencies required to progress to the classification of Technician or Tradesman Technician. After a maximum of six (6) months of undertaking training a Technician in Training will be reclassified as a Technician or a Tradesman Technician for payment purposes.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- 2.18 “**Technician**” is an employee who has the necessary competencies to perform operating tasks and minor mechanical/electrical maintenance tasks in which they are trained and competent.
- 2.19 “**Tradesman Technician**” is an employee who has a mechanical or electrical trade qualification and who has the necessary competencies to perform operating and/or mechanical/electrical maintenance tasks in which they are trained and competent.
- 2.20 “**Technician Team Leader**” is an employee who in addition to their normal duties is called upon by the Company to arrange and supervise the work of other employees and contractors.

**3. PURPOSE AND INTENT**

**3.1 Personal Behaviours**

- a) The parties are committed to the personal values and the required behaviours that underpin how employees conduct themselves while at work. Underpinning these behaviours is the Centennial Coal Employee Code of Conduct, which applies to all employees.
- b) As part of the commitment to our values and behaviours it is the intention of the parties to this Agreement to achieve the objective of respecting and valuing the diversity of the workforce by assisting to prevent and eliminate discrimination on the basis of the following: race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer’s responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- c) Furthermore the parties are committed to the Centennial Equal Employment Opportunity & Discrimination and Harassment & Bullying Policies as varied from time to time.

**3.2 Safe Operations**

All parties to this Agreement are committed to the establishment of the safest possible working conditions for all the employees of Northern Coal Services. The Company and its employees are committed to development, introduction and the adherence to standard work procedures, occupational health and safety committees and such other training and methods which will continue to improve the safety performance of the plants, and improve the health and safety of all Northern Coal Services employees, contractors and visitors.

**3.3 Continuous Improvement**

Continuous improvement is necessary to sustain the Plants and establish employment security for Northern Coal Services employees.

**4. PARTIES, INCIDENCE AND APPLICATION**

- 4.1 This Agreement is made between:
- (a) the Company; and
- (b) employees of the Company working at the Plant/s in a classification for which a rate of pay is prescribed by clause 13.1
- 4.2 The Agreement covers the Company and the employees of the Company working at the Plant/s in a classification for which a rate of pay is prescribed by clause 13.1.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- 4.3 This Agreement has been negotiated between the Company and bargaining representatives on behalf of the employees from the Mining & Energy Union (Mining and Energy Division) (MEU) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union (Electrical Division NSW Branch) (CEPU).
- 4.4 This Agreement is binding upon the Company and all employees of the Company who are employed and work at Centennial Northern Coal Services and who are covered by the Award.
- 4.5 This Agreement shall operate from the date which is seven (7) days after the date the Agreement is approved by the Fair Work Commission and shall continue in force for a period of four (4) years with a nominal expiry date of 1 January 2029.
- 4.6 This Agreement expressly excludes all Award conditions which would otherwise have had effect in relation to the employment of the employees covered by this Agreement.
- 4.7 All prior agreements, written and verbal are superseded by this Agreement and do not apply following approval for the Agreement by the FWC.
- 4.8 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

**5. CONSULTATION**

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

**Major Change**

- 5.2 For a major change referred to in clause 5.1(a)
- (a) the Company must notify employees of the decision to introduce the major change.
  - (b) Subclauses 5.3 to 5.9 apply.
- 5.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 5.4 If:
- (a) The relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 5.5 As soon as practicable after making its decision, the Company must:
- (a) discuss with the relevant employees:

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- i) the introduction of the change; and
    - ii) the effect the change is likely to have on the employees; and
    - iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 5.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 5.7 The Company must give prompt and genuine consideration to matters raised about the major change by the employees.
- 5.8 If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clause 5.2(b) and 5.3 and 5.5 are taken not to apply.
- 5.9 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 the Company's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- 5.10 For a change referred to in paragraph 5.1(b):
- (a) the Company must notify the relevant employees of the proposed change; and
  - (b) subclauses 5.11 to 5.15 apply
- 5.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 5.12 If:
- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purpose of consultation; and

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- (b) The employee or employees advise the employer of the identity of the representative; the Company must recognise the representative.
- 5.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees 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 the Company reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the Company reasonably believes are likely to affect the employees; and
  - (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).
- 5.14 However the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 5.15 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 5.16 In this Clause, relevant employees means the employees who may be affected by a change.

**6. FLEXIBILITY ARRANGEMENTS**

- 6.1 The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
    - (i) act-up arrangements;
    - (ii) an employee may request that up to three (3) days annual leave be taken in single day absences; and
  - (b) the arrangement meets the genuine needs of the Company and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the Company and the employee.
- 6.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 6.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Company and employee; and
  - (c) is signed by the Company and employee and if the employee is under eighteen (18) years

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
- i) the terms of the Agreement that will be varied by the arrangement; and
  - ii) how the arrangement will vary the effect of the terms; and
  - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences; and
- 6.4 The Company must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 6.5 The Company or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than twenty eight (28) days written notice to the other party to the arrangement; or
  - (b) if the Company and employee agree in writing — at any time.

**7. DISPUTE RESOLUTION PROCEDURES**

- 7.1 Any dispute arising as to the interpretation or application of this agreement, including matters in relation to the National Employment Standards and the general protection provisions of the Act, will proceed in accordance with the procedure outlined in Appendix 2.
- Should a dispute arise, the following steps will be followed:
- (a) There will be no industrial action whilst the dispute resolution procedure is being followed. The term “industrial action” means industrial action as defined in the Act but does not include industrial action which is protected under the Act.
  - (b) While the procedure is being resolved, work will proceed under the conditions prevailing before the grievance or dispute and employees must comply with any reasonable and lawful direction given by the Company to perform work as required. The parties are committed to ensuring that this occurs.
  - (c) At any stage of the process an employee(s) will be entitled to involve an employee representative.
  - (d) When a matter in dispute arises the matter shall in the first instance be discussed between the employee(s) and the employee’s Supervisor.
  - (e) If the matter in dispute is still unresolved, the employee(s) involved must complete a Grievance Summary form (Appendix 3) and forward the form to the Plant Manager.
  - (f) If the matter in dispute remains unresolved, the matter shall be discussed between the Plant Manager and the employee(s) and any representatives nominated by the employee(s) and the Company.
  - (g) If the matter in dispute remains unresolved, the matter may be referred by either party to the dispute or nominated representative to the Fair Work Commission (FWC) to be dealt with in accordance with clause 7.2 of this Agreement.
  - (h) By agreement, some steps of the dispute resolution process may be bypassed if necessary to achieve a speedy resolution for the matter in dispute.



**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- 7.2 Where a matter in dispute is referred to the FWC under this clause by either the Company, any employee or the employee's nominated representative, the FWC is to deal with the matter in accordance with the following process:-
- (a) Upon referral of the matter in dispute, the FWC shall first conciliate in respect of the matter. When conciliating under this clause, the FWC can dismiss the matter or issue a statement or recommendation (but not a decision).
  - (b) If the matter is not resolved by conciliation, the FWC shall then arbitrate in respect of the matter.
  - (c) During any conciliation or arbitration proceedings before the FWC under this clause; any party to the dispute or nominated representative may choose to be represented by a legal practitioner.
  - (d) In arbitrating in respect of a matter in dispute under this clause, the FWC is to provide its decision and reasons for the decision in writing to the parties or nominated representative. Where the FWC issues a decision in writing under this clause, it shall be binding on the parties and persons bound by this Agreement in accordance with its terms.
  - (e) The matters set out in this clause 7.2 are applicable to all proceedings before the FWC initiated in accordance with this Agreement.

**8. EMPLOYMENT RELATIONSHIP**

**Employee Obligations**

- 8.1 Each employee who is covered by this Agreement is to:
- (a) perform any duties and use any tools and equipment that is within the employee's skills including those that require the employee to be trained, appointed or authorised;
  - (b) undertake and constructively participate in any training as required to attain skills that assist to achieve increased labour flexibility and efficiencies;
  - (c) wear any clothing and use any personal protective equipment issued or required by the Company and/or Centennial;
  - (d) actively participate in any accident investigations, risk assessments, development of standard work procedures and any other process seeking to continuously improve safety and operational performance;
  - (e) where competent, complete any Company and statutory reports as required by the Company including but not limited to reporting of defects, work completed and Section 103 inspections;
  - (f) attend and constructively participate in team meetings, process meetings and measurement of process tasks for process improvements;
  - (g) comply with current Centennial and Company policies, procedures, Job Safety Analysis, Safe Operating Procedures, Management Systems, rules and Safe Work Method Statements;
  - (h) not present themselves for work under the influence of drugs or alcohol that may impair the employee's ability to work safely and to participate in drug and alcohol testing in accordance with the Company's Drug, Alcohol and Smoke Free Policy;
  - (i) attend medical examinations as may be reasonably required by the Company;
  - (j) from time to time the Company may be required by law and community standards to introduce

or alter policies, procedures and management plans; and

- (k) from time to time Centennial may introduce or alter policies and procedures as required by law and community standards.

### **Probationary Employment**

- 8.2 New employees will be engaged on a probationary basis for the first six (6) months. Either party may terminate employment at or before the end of the six (6) month period with a minimum notice period (or payment in lieu) of two (2) weeks. The employee will be paid out any unused accrued Annual and Personal / Carer's Leave.
- 8.3 During the probationary period the Company will review the person's performance to determine their suitability for continued employment.

### **Full Time Employment**

- 8.4 The Company may employ persons of a full time basis. Such persons are employees of the Company and receive the benefit of and are subject to the full provisions of this Agreement. Full time employees are employed on a permanent basis and are required to work an average of thirty five (35) ordinary hours per week.

### **Fixed Term Temporary Employment**

- 8.5 The Company may employ persons on a Fixed Term Temporary basis. Such persons are employees of the Company and receive the benefit of and are subject to the provisions of this Agreement.
- 8.6 The Company may engage Fixed Term Temporary employees for periods of up to a maximum of twelve (12) months.
- 8.7 Rates of pay and conditions of employment will be in accordance with this Agreement.
- 8.8 Annual Leave, Personal/Carers Leave and Long Service Leave will accrue progressively according to the length of the employment period. Unused accumulated Annual and Personal / Carer's Leave will be paid to the employee at the completion of the employment period.

### **Regular Part Time Employment**

- 8.9 The Company may employ persons, on a Regular Part Time basis, who work less than thirty five (35) hours per week with reasonably predictable hours of work. Such persons are employees of the Company and receive the benefit of and are subject to the provisions of this Agreement. Prior to commencing work, regular part time employees will be provided in writing by the Company the regular pattern of work, which will specify at least the hours worked each day, the days that the employee will work and start and finish times.
- 8.10 Rates of pay and conditions of employment will be in accordance with this Agreement.
- 8.11 Regular part time employees are paid an hourly rate of 1/35<sup>th</sup> of the appropriate weekly base wage rate.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- 8.12 Regular part time employees are entitled to payments in respect of Annual Leave, Personal / Carer's Leave, Public Holidays and Long Service Leave based on the proportion of their average ordinary hours to thirty five (35). Payment for Public Holidays will only be made for the ordinary hours that would have been worked, but for the holiday.
- 8.13 All hours worked in excess of the employee's normal shift hours will be paid at overtime rates.

**Casual Employment**

- 8.14 The Company may engage persons on a casual employment basis as required to suit the needs of the operation.
- 8.15 A casual employee will be paid an hourly rate of 1/35<sup>th</sup> of the appropriate ordinary weekly rate of pay (as per clause 13.1), plus 25% loading in lieu of Annual Leave, Personal / Carer's Leave and Public Holidays.
- 8.16 Rates of pay and conditions of employment will be in accordance with this Agreement.
- 8.17 A casual employee will be paid a minimum of four hours pay for each engagement.

**9. STAND DOWN OF EMPLOYEES**

- 9.1 The Company has the right to stand down an employee(s) without pay for:-
- (a) refusal of duty;
  - (b) neglect of duty;
  - (c) misconduct; or
  - (d) if the employee(s) cannot be usefully employed in their usual classification because of industrial action impacting on the Plant/s
- 9.2 The company has a right to stand down an employee(s) without pay after one (1) working week, (including the day of the breakdown or stoppage, if it happens to be a working day), if there is:
- (a) a breakdown of machinery or equipment, which prevents normal operations occurring; or
  - (b) a stoppage of work for any cause for which the Company cannot reasonably be held responsible; or
  - (c) a stoppage of work due to the Company not having in place any government approval required for the operation of the Mines or if continued operation of the Mines would result in a breach of any existing government approval that would impact on the Coal Handling Plants.
- 9.3 In the circumstances of 9.2 the employee(s) will be given the opportunity to access any accrued Annual Leave or Long Service Leave.
- 9.4 If the period of stand down is expected to be longer than four (4) weeks, the effected parties will meet to discuss alternate options as soon as is practicable.

## **10. HOURS OF WORK**

### **Rosters and Shift Lengths**

- 10.1 The ordinary hours of work will be an average of thirty five (35) hours per week.
- 10.2 The Company can determine the type of rosters to be worked:
- (a) The Company can implement daily shift lengths of up to a maximum of twelve (12) hours and weekly shift lengths of up to a maximum average of forty five (45) hours.
  - (b) The Company will determine shift arrangements in consultation with employee representatives.
  - (c) Shift arrangements involving the working of twelve (12) hour shifts will not include the working of more than three (3) consecutive night shifts.
  - (d) Current shift arrangements are:
    - i) **Newstan Plant** - 5 x 8 hour rotating / non rotating night, day and afternoon shifts Monday to Friday.
    - ii) **Cooranbong Plant** – Twelve (12) hour rotating, four (4) panel, four (4) week roster, as per Appendix 1.
    - iii) **Delta Plant** – 5 x 8 hour non rotating day shift with coverage for Twelve (12) hour rotating, four (4) panel, four (4) week roster, as per Appendix 1.

### **Number and Spread of Shifts**

- 10.3 The number and spread of normal shifts and shift times can be determined and varied by the Company.
- 10.4 The starting place for all employees is the Operations Room at Newstan and the CHP Control Room at Cooranbong and the Delta Site Office / Log on area. Employees must be dressed, have all personal protective equipment on and be ready for work at the nominated shift starting time.
- 10.5 The finish place for employees is the Operations Room at Newstan and the CHP Control Room at Cooranbong and the Delta Site Office / Log on area.

### **Shift Allowances**

- 10.6 Afternoon Shift - Employees working a normal shift that ends after 7.00pm and at or before 1.00am are entitled to an additional 15% loading on their paid ordinary hours for each shift of attendance.
- 10.7 Night Shift - Employees working a normal shift that ends after 1.00am and at or before 9.00am are paid an additional 25% loading on their paid ordinary hours for each shift of attendance.
- 10.8 Weekend Penalty Rates (Weekend Roster Employees) - Employees working ordinary rostered hours from 12 midnight Friday to 12 midnight Sunday are paid at the rate of double time with applicable shift penalties.

### **Shift Allocation**

- 10.9 The Company will allocate employees to shifts and rosters. If the Company identifies a shortfall of skills on any shift, they will consult with employees to determine who will be placed on the shift to provide the required mix of skills. The consultation process will endeavour to accommodate employee shift preferences.
- 10.10 Employees may be required to work for periods of up to a maximum of three (3) months on other shifts to provide coverage for reasons of training, skills shortages and leave absences. Longer periods may be worked by agreement.
- 10.11 Where sub-clause 10.10 is enacted the Company will provide affected employees with as much notice as is practicable with the estimated duration of the period they will be required on the other shift.
- 10.12 In the case of 10.11 where an employee(s) is required to change shifts, employees will make all reasonable attempts to fill any vacancies across shifts during the two (2) week notice period. Employees would fill such vacancies by overtime or temporary relocation to other shifts. Agreement can be reached between the parties for a shorter notice period.

### **Roster / Shift Arrangement Change**

- 10.13 The Company will consult with employees prior to any roster or shift arrangement changes. In the case of the implementation of roster changes or a shift arrangement change the Company will provide employees with three (3) weeks' notice of such changes.

## **11. ALLOCATION OF LABOUR**

### **Allocation of Labour**

- 11.1 The Company will allocate labour on a day to day basis that will vary dependent on the needs of the Coal distribution requirements. The parties recognise the need to have an adequate number of skilled employees to safely and efficiently meet the Plant's Business Plan.

### **Employee Transfers between Plants**

- 11.2 Operational requirements and cross skilling of employees may on occasion necessitate the transfer of employees covered by this Enterprise Agreement from Plant to Plant. The ability to transfer employees between plants is crucial to the operation of the business.
- 11.3 A fair and reasonable process will be utilised when implementing plant transfers by the Northern Coal Services Manager.

### **Employee Act Up**

- 11.4 An employee who has the appropriate skills, appointments and experience can be required to act up from their Technician classification into the role of Technician/Maintenance Team Leader during periods of peak workloads, absenteeism or to gain experience in the role. When acting up employees will be paid at the rate of the Technician/Maintenance Team Leader classification.

At completion of the act up period, the employee will revert back to their usual classification.

- 11.5 Employees who have the relevant training, appropriate skills, qualifications, appointments and experience may be requested to “act up” from their usual classification into Staff operational and engineering roles as part of their career development and progression.

## **12. SKILLS DEVELOPMENT**

### **Skills Development**

- 12.1 It is recognised by the parties that commitment to teamwork is fundamental to the success of the Company. To promote teamwork the skills of employees are to be developed by training that is targeted to meet the needs of the operation.
- 12.2 Training is to be targeted at improving safety and increasing efficiency, flexibility and output from the Plant/s.
- 12.3 The Company will attempt to hold relevant training on the employee’s normal shift. Where training is held on a shift the employee does not normally work payment will be as if the employee had worked his/her normal shift.
- 12.4 The Company determines the skill and training requirements of employees. Employees are encouraged to consult with the Plant Manager if they identify personal training requirements they consider will assist the Plant’s operation and their own skills development.
- 12.5 Any employee can be required to train other employees. Some employees will be required to undertake trainer and assessor training.
- 12.6 On the giving of seven days’ notice employees can occasionally be required to attend training outside of their normal working hours. Training can be held pre/post shift or on an employee’s non-working day. Employees will be paid at overtime rates when attending such training. For training conducted on a non-working day a minimum overtime payment of four hours will be made. Any training is not to exceed twelve (12) hours duration i.e. training on a non-working day or normal shift plus pre/post shift training.
- 12.7 All employees will be provided with the opportunity to undertake training to update the skills and competencies required to perform their role.

### **Use of Skills**

- 12.8 There is to be no limitation on the skills an employee can use in the workplace provided that at all times the system of work is safe and the employees are competent. Employees deployed to a task are to perform work safely with the number of people and the skills available.
- 12.9 Staff, with the appropriate training and authorisation can perform tasks that form part of the Plant’s functions. Staff, are not to be used to reduce the earnings of employees, the number of employees or employee’s security of employment.

### **Tools and Equipment**

- 12.10 All employees are issued with basic hand tools. Tradesman Technicians are to supply and maintain their own specialist tool kit sufficient to carry out normal maintenance and engineering tasks. Employees are to have their tools readily accessible at all times to perform their work.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**13. WAGE RATES / ALLOWANCES**

**Ordinary Weekly Rates of Pay**

13.1 The ordinary weekly rates of pay (35 hours) are as follows:

<b>Classification</b>	<b>1<sup>st</sup> full pay period after 1 January 2025</b>	<b>1<sup>st</sup> full pay period after 1 January 2026</b>	<b>1<sup>st</sup> full pay period after 1 January 2027</b>	<b>1<sup>st</sup> full pay period after 1 January 2028</b>
Technician in Training	\$1,341.70	\$1,395.37	\$1,465.14	\$1,538.40
Technician	\$1,534.62	\$1,596.00	\$1,675.80	\$1,759.59
Tradesman Technician	\$1,571.39	\$1,634.25	\$1,715.96	\$1,801.76
Technician Team Leader	\$1,768.31	\$1,839.04	\$1,930.99	\$2,027.54
Maintenance Team Leader	\$1,768.31	\$1,839.04	\$1,930.99	\$2,027.54

13.2 The ordinary weekly rates of pay are inclusive of all Award disability allowances, tool allowance, payments for flexible crib arrangements and pre and post shift consultation. No other Award allowances or loadings are payable unless specified in this Agreement.

**Allowances**

13.3 The following allowances are the only allowances paid under this Agreement.

<b>Classification</b>	<b>Pay Period</b>	<b>1<sup>st</sup> full pay period after 1 January 2025</b>	<b>1<sup>st</sup> full pay period after 1 January 2026</b>	<b>1<sup>st</sup> full pay period after 1 January 2027</b>	<b>1<sup>st</sup> full pay period after 1 January 2028</b>
First Aid Officer	Weekly	\$36.54	\$38.00	\$39.90	\$41.90
First Aid Attendant	Daily	\$4.48	\$4.66	\$4.89	\$5.13
Meal Allowance	Each	\$18.34	\$19.07	\$20.02	\$21.02

**Pre and Post Shift Consultation**

13.4 **Maintenance / Technician Team Leaders** - must perform pre-shift consultation ten (10) minutes before their normal shift starting time to consult and assist with planning and deployment. They must also perform post-shift consultation ten (10) minutes after their shift to brief employees in Staff roles and other Plant/s employees on the outcomes of their shift and the status of the work area.

13.5 **Tradesman Technicians/Technicians/Technicians in Training** - must perform pre-shift consultation five (5) minutes before their normal shift starting time to consult and assist with planning and deployment. They must also perform post-shift consultation five (5) minutes after their shift to brief employees in Staff roles and other Team Leaders on the outcomes of their shift and the status of the work area.



**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- 13.6 Employees who work stand-alone non-rostered overtime shifts are to book in the pre and post shift consultation time as overtime for the period worked i.e. 20 or 10 minutes.

**14. INCENTIVE BONUS**

- 14.1 Employees will receive a weekly Incentive Bonus of \$500 per week.

**15. HEALTH & SAFETY INITIATIVE**

- 15.1 Employees may participate in a Health and Safety Initiative based on the achievement of agreed Positive Performance Indicators (PPI) as appear in Appendix 8. The Health and Safety Initiative provides employees' with the opportunity to receive an individual payment if their PPI's in a twelve (12) month period (December to November) are achieved. If PPI's targets are achieved, they will be paid in accordance with Appendix 8. Maximum payment for employees for each twelve (12) month period is as follows:

**Year 1 - \$2,600**

**Year 2 - \$2,700**

**Year 3 - \$2,800**

**Year 4 - \$2,900**

The employee payment is based on twelve (12) months completed full time employment or pro-rata for new employees, if targets as indicated in Appendix 8 are achieved. Should all tasks be completed and the employee is employed for greater than nine months, than a pro-rata payment will be made in December based on the yearly audited results.

**16. PAYMENT OF WAGES**

- 16.1 Wages shall be paid for the preceding week by each Thursday by electronic funds transfer into each employee's nominated account. Where pay day falls on a Public Holiday, payment will be made the preceding day.
- 16.2 For the purpose of payment of wages the start of a pay week is Saturday and the last day of the pay week is Friday.
- 16.3 Employees shall have access to a standard range of Centennial payroll deductions including Union fees. Changes to employee's deductions shall only be made following written authority from the employee.
- 16.4 Employees' will receive their weekly pay slip electronically. Employees must provide their personal email address to the Fassifern Payroll office. Employees' who do not have a personal email address will be provided with a Centennial email address.

**17. SUPERANNUATION**

- 17.1 The Company will make superannuation contributions, in accordance with superannuation legislation, as amended from time to time, into a complying superannuation fund nominated by an Employee or where there is no fund nominated, and the Employee does not have a complying fund, into the Company's default superannuation fund, Mine Super.



**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- 17.2 Employees covered by this Agreement have their superannuation, provided by the Company as per the Coal Mining Industry Superannuation Memorandum of Understanding, which fully satisfies the minimum contributions required under applicable legislation, industrial instrument and Company and/or industry superannuation fund requirements.
- 17.3 The Company may offset any amounts paid as employer superannuation contributions under the Coal Mining Industry Superannuation Memorandum of Understanding against its obligation to make contributions under any applicable legislation, industrial instrument, and/or industry superannuation fund requirements.
- 17.4 In this clause, Memorandum of Understanding means the Coal Mining Industry Superannuation Memorandum of Understanding between the NSW Minerals Council Limited, the MEU, the ETU, AMWU, COA, APESMA and MMA.
- 17.5 Employees can sacrifice any amount of their future earnings into their superannuation fund subject to it being agreed between the Company and the employee in writing and it is acceptable and permitted under the Australian Taxation Office requirements. For the salary sacrifice to occur, the employee must submit the appropriate form.

**18. OVERTIME**

- 18.1 Rostered overtime forms part of an employee's normal shift and is paid at double time in addition to the ordinary hours the employee works. All other overtime is paid at double time.
- 18.2 Employees can be required to work a reasonable amount of overtime.
- 18.3 The Company may require overtime to be worked on any day of the week including non-working days to suit the needs of its business.
- 18.4 All overtime must be approved by the Company prior to being worked. The amount, timing, location, process and type of overtime offered, is solely at the discretion of the Company.
- 18.5 Overtime will be allocated to suit the needs of the business.
- 18.6 If an employee works a shift arrangement or overtime that results in the employee not being able to have a ten (10) hour break before commencing their next normal shift; the employee is not to return to work until they have a ten (10) hour break. There is no loss of ordinary pay for any hours the employee does not attend while having a ten (10)-hour break. An employee may return to work without having a ten (10) hour break if requested to by the Company and if agreed to by the employee.
- 18.7 If the Company directs an employee to recommence work without having had a ten (10) hour break and the employee agrees, the employee will be paid at double time until such time as a ten (10) hour break is available.
- 18.8 **Payment for a call back:**
- (a) An employee who is recalled to work overtime after leaving the Plant/s (whether the employee was notified before or after leaving the Plant/s) will be paid for at least four (4) hours' work at overtime rates for each time the employee is recalled.
  - (b) This clause does not apply to employees who are recalled to work to remove a personal isolation lock from Plant/s or equipment.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- (c) Except where unforeseen circumstances arise, the employee will not be required to work the full four (4) hours if the job to be performed is completed within a shorter period.
- (d) Clause 18.8(a) will not apply in the following cases:
  - (i) where it is customary for an employee to return to the Plant/s to perform a specific job outside the employee's ordinary working hours; or
  - (ii) Where the overtime is continuous with the end or start of the employee's ordinary working time.
- (e) Where a call back is less than four (4) hours any overtime worked in the circumstances specified in clause 18.8(a) will not be regarded as overtime for the purposes of a rest period as set down in clause 18.6 if the actual time worked is less than four (4) hours on any recall or on each of any recalls.

**19. MEAL BREAKS**

**Meal Arrangements**

- 19.1 Employees are entitled to paid meal breaks at a time convenient to the Plant's operations in accordance with the following:
- 19.2 A thirty (30) minute crib break, counted as time worked, will be taken during each normal shift of up to ten (10) hours duration.
- 19.3 An employee will not be required to work for more than five (5) hours without a crib break during their normal shift.
- 19.4 Two (2) thirty (30) minute crib breaks, counted as time worked, will be taken during each normal shift of twelve (12) hours or more duration.
- 19.5 The first meal break on a shift must not commence before four and a half (4½) hours of the shift has been completed.
- 19.6 The second meal break on a twelve (12) hour shift must not commence before eight (8) hours of the shift has been completed and must commence before eleven (11) hours of the shift has elapsed.
- 19.7 Employees may have a "tea break" of no more than ten (10) minutes during each normal shift. The Team Leader will organise the taking of tea and meal breaks.
- 19.8 Employees participate in and practice flexible crib arrangements to enable the most productive and effective operations during each shift by being available to stagger crib breaks to ensure continuous operations through meal breaks. Payment for flexible crib arrangements has been incorporated into the ordinary weekly rates of pay.
- 19.9 For every follow-on overtime shift, greater than one and a half (1½) hours an employee will, unless notified the previous day of the requirement to work overtime, be paid a meal allowance. A further meal allowance is paid for every four (4) hours worked beyond the one and a half (1½) hours of a follow on overtime shift. There is no meal allowance paid when working a stand-alone overtime shift.

**20. ANNUAL LEAVE**

**Annual Leave Accrual**

- 20.1 Annual Leave will accrue weekly in accordance with the table below depending on the roster being worked by the employee, provided that in all circumstances employees will receive not less than the entitlement that would otherwise apply under the Award and National Employment Standards in the Act.

Employee's Roster	Annual Leave Weekly Accrual
Monday to Friday only – 5 weeks.	3.3654 hours
Rosters, which require work on public holidays and at least 34 Sundays per year – 6 weeks.	4.0385 hours
7 day, 12 hour Rotating, four (4) Panel, four (4) week Roster	4.0385 hours

**Annual Leave Deduction**

- 20.2 For each day of leave taken by an employee, hours shall be deducted from the employee's accrued leave on the basis of the average of ordinary hours per week (35 hours) divided by the number of days required to work in accordance with the employee's roster cycle.

For example:

Roster Cycle	Deduction Per Annual Leave Day
5 Days	7.00 Hours
4 Days	8.75 Hours
3.5 Days	10.00 Hours
7 day rotating roster	10.00 Hours
3 Days	11.66 Hours

- 20.3 Unless otherwise agreed between the employee and the Company, an employee with an entitlement to annual leave must give the Company four (4) weeks' notice in writing of when they want to take annual leave.
- 20.4 When a Public Holiday occurs during a period of leave or on the day before or after that leave, the normal payment must be made to the employee for that Public Holiday. If the Public Holiday occurs within the period of leave, the employee must be re-credited with leave for that Public Holiday.
- 20.5 On termination of employment, an employee is paid for accrued but untaken annual leave, in accordance with the Fair Work Act 2009 (Cth), as amended or replaced from time to time, plus average bonus.

**Payment for Annual Leave**

- 20.6 An employee taking annual leave must be paid the greater of:-
- (a) the employee's ordinary weekly rate of pay plus a loading of 20% of that rate, or

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- (b) the employee's ordinary weekly rate of pay plus rostered overtime, shift allowance, weekend penalty rates and bonus where applicable.

**When Payment Must be Made for Annual Leave**

- 20.7 The payment for annual leave will be made on a weekly basis.

**Taking of Annual Leave**

- 20.8 The rostering of planned annual leave is in accordance with Appendix 7 of the Agreement.

**Shutdown at the Plant/s**

- 20.9 If the Company shuts down the Plant/s or a section of the Plant/s which results in employees not being required to work during the shutdown period, the Company will endeavour to give employees at least four (4) weeks' notice of that shutdown. The Company will whenever possible maintain four (4) weeks' notice for scheduled shutdown periods.
- 20.10 Payment for the leave will be as per clause 20.6.
- 20.11 During shutdowns all employees will be required to complete intrusive maintenance. Application for leave during these periods will be reviewed and considered case by case by the Site Supervisor. Pre-approved leave that falls during a shut down period will not be revoked without prior agreement with the employee.

**21. PERSONAL/CARER'S LEAVE**

**Use of Personal/Carer's Leave**

- 21.1 Personal/Carer's Leave is:
- (a) paid leave (sick leave) taken because of an employee's personal illness or injury; or
  - (b) paid leave (carer's leave) taken by an employee to provide care or support to an immediate family member, or a member of the employee's household, who requires care or support because of:
    - (i) that person's personal illness or injury; or
    - (ii) an unexpected emergency affecting that person.
  - (c) an employee is not entitled to take Personal/Carers Leave under this clause for a period during which the employee is absent from work because of a personal illness or injury for which the employee is receiving workers compensation payments under an applicable law relating to workers compensation.
  - (d) The provisions of this clause 21 operate subject to the NES such that employees will be no worse off than if the NES is applied.

**Entitlement to Personal/Carer's Leave**

- 21.2 On commencement of employment and on each anniversary thereafter, each employee will be granted One Hundred and Five (105) hours or ten (10) days (whichever is greater) of Personal/Carer's Leave per year. This represents three (3) weeks of Personal/Carer's Leave.

**Payment for Personal/Carer's Leave**

- 21.3 The Company will provide payment when an employee is off work on Personal/Carer's Leave due to illness or injury subject to:
- (a) credited personal/carers leave being available;
  - (b) confirmation of the nature of the absence and entitlement;
  - (c) completion of the standard Personal/Carer's Leave form (this form should be completed no later than the first working day following the absence.); and
  - (d) compliance with other requirements of the Notification Requirements and Proof Required clauses.

The Company will pay the employee for the ordinary hours that the employee was absent on Personal/Carer's Leave at their ordinary weekly rate of pay (as per clause 13.1) and bonus.

**Unpaid Carer's Leave**

- 21.4 If paid Carer's Leave is exhausted, an employee is entitled to a period of up to two (2) days Unpaid Carer's Leave for each occasion that the employee is required to be off work to provide care or support due to the illness or injury or an unexpected emergency affecting a member of the employee's immediate family or household, subject to:
- (a) confirmation of the nature of the absence and entitlement;
  - (b) completion of the standard Personal/Carer's leave form; and
  - (c) compliance with other requirements of the Notification Requirements and Proof Required clauses.

**Notification Requirements**

- 21.5 An employee taking personal / Carers leave must notify the company in accordance with the Notification requirements established in Appendix 5.

**Deduction of Personal/Carer's Leave**

- 21.6 Any Personal/Carer's leave taken must be deducted from the employee's accrual as follows:-
- (a) where the absence is for less than half the ordinary hours of a full shift, there will be no deduction of the hours absent; and
  - (b) where the absence is for the full shift, the deduction will be the employee's ordinary hours for the day of the absence.

**Payment on Termination**

- 21.7 An employee whose employment is terminated:-
- (a) by retrenchment;
  - (b) by the Company because of ill health;
  - (c) by retirement at the age 55 or above;
  - (d) by death,

will, if the employee has seventy (70) hours or more of accrued Personal/Carer's Leave, be paid the accumulated hours of that unused leave entitlement at their hourly rate of pay applicable to their ordinary weekly rate of pay as prescribed in Clause 13.1.

#### **Termination While on Personal/Carer's Leave**

- 21.8 When the Company gives notice of termination to an employee during a period of absence on paid Personal/Carer's Leave, that termination does not take effect until the employee has no further accumulation of Personal/Carer's Leave or until the employee is fit for duty, whichever occurs first.

#### **Salary Sacrifice of Personal/Carers Leave into Superannuation**

- 21.9 On each employee's employment anniversary date following the commencement of this Agreement, employees are entitled to elect, in writing, to salary sacrifice an amount of thirty five (35) hours of Personal/Carers Leave credited to the employee subject to the following:
- (a) the employee completes the required Company form to initiate the salary sacrifice arrangement and nominates the amount of Personal/Carers Leave to be sacrificed;
  - (b) the employee must have a Personal/Carers Leave balance of at least one hundred and five (105) hours at the time the request is made;

If the employee elects in writing to salary sacrifice an amount of Personal/Carers Leave in accordance with this clause the Company will:

- (c) pay the employee in lieu of that amount of Personal/Carers Leave at the employee's ordinary weekly rate of pay into the employees superannuation fund,; and
- (d) will reduce the employee's accrued Personal/Carers Leave entitlement by the nominated amount.

## **22. COMPASSIONATE LEAVE**

### **Compassionate Leave**

- 22.1 An employee is entitled to two (2) days compassionate leave for each occasion when a member of the employee's immediate family or household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (b) sustains a personal injury that poses a serious threat to his or her life; or
  - (c) dies.
- 22.2 Immediate Family includes:
- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and
  - (b) a child (including an adult child, adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 22.3 The Company will pay the employee for the period that the employee takes Compassionate Leave at their ordinary weekly rate of pay in accordance with their classification rate for their ordinary hours as provided in this Agreement and bonus.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- 22.4 This leave is only available after the Company is provided with satisfactory proof of the personal injury, illness or death.
- 22.5 Where the employee receives notification of the personal injury, illness or death while at work, the amount of leave will be extended to include the balance of that shift.

**23. PARENTAL LEAVE**

- 23.1 Employees who have completed twelve (12) months continuous service are entitled to parental leave (maternity, paternity and adoption leave) in accordance with the provisions of the Act and in accordance with the Centennial Parental Leave policy.

**24. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 24.1 Employees who are experiencing family or domestic violence are entitled to unpaid leave in accordance with the provisions of the Act.

**25. ELIGIBLE COMMUNITY SERVICE ACTIVITY**

- 25.1 An employee called upon to perform an eligible community service activity (ECSA) as defined in the Act must notify the Company as soon as possible of the date(s) which they are/were required to attend.
- 25.2 The employee must notify the Plant Manager they have been called upon to perform an (ECSA) activity and provide the approximate time they will be absent from work. The Plant Manager will determine if the employee can be released to perform ECSA.
- 25.3 An employee who attends an ECSA during the hours which they would have normally worked will be paid the difference between:-
- (a) those wages which would have been received for the ordinary hours for the time the employee would have worked; and
  - (b) any amounts paid to the employee for performing ECSA.
- 25.4 The employee must provide to the Company a letter or notification from the ECSA stating that the ECSA was attended by the employee and the duration of the attendance.

**26. JURY SERVICE**

- 26.1 An employee called upon to perform Jury Service as defined in the Act must notify the Plant Manager as soon as possible of the date(s) which they are required to attend.
- 26.2 An employee required for Jury Service during the hours which they would have normally worked will be paid their ordinary hours, rostered overtime, shift allowance and bonus where applicable.

**27. LONG SERVICE LEAVE**

**Entitlement**

27.1 Employees are entitled to Long Service Leave in accordance with the Coal Mining Industry (Long Service Leave) Act 1992 including the Amendment Act 2011 (the Acts).

Employees accrue Long Service Leave at the rate of thirteen (13) weeks for each eight (8) years of service in the coal mining industry and on a pro-rata basis thereafter.

**Taking of Long Service Leave**

27.2 The rostering of Long Service Leave is in accordance with Appendix 7 Annual & Long Service Leave procedures as appear in this Agreement.

27.3 Accrued Long Service Leave may be taken provided that reasonable notice is given by the employee; and the operations of the Plant/s will not, in the Company's opinion, be affected by the granting of leave at that time.

27.4 The leave is not to be taken in periods of less than two (2) weeks.

**Payment**

27.5 When on Long Service Leave an employee is to be paid their ordinary weekly wage rate (as per clause 13.1) plus rostered overtime, shift allowance, weekend penalty rates and bonus where applicable.

**Public Holiday Falling During Long Service Leave**

27.6 Where a recognised Public Holiday falls within an employee's Long Service Leave and on a day which would have ordinarily been a working day for that employee, one (1) ordinary working day for each such holiday must be added to the period of leave.

**Payment on Termination**

27.7 If the services of an employee are terminated and the employee upon application has accrued a minimum of thirteen (13) weeks of Long Service Leave, the employee is to be paid for any accrued Long Service Leave at their ordinary weekly wage rate plus the weekly bonus amount.

27.8 If the services of an employee are terminated due to retrenchment or ill health and the employee has accrued a minimum of six (6) years of service in accordance with the Acts, the employee may make application to be paid for such accumulated Long Service Leave.

27.9 If during the life of this Agreement legislation is enacted within the Black Coal Mining Industry that changes the current industry long service leave arrangements, those arrangements will apply.



**28. MEDICALS**

**Periodic Medicals**

- 28.1 Employees are required to attend Coal Services periodic medicals in accordance with the requirements of Coal Services Order43. Employees who attend a periodic medical outside of their normal shift and on proof of attendance and completion of the medical, are paid four (4) hours at ordinary time rates. A payment for the completion of the medical will be made every three (3) years, or in the case of a Mines Rescue Medical every two (2) years up to the age of forty (40) then every year thereafter, whilst an active brigadesman. After attending the medical employees are required to attend work on their next normal shift.

**Special Medicals**

- 28.2 If requested by the Company an employee is to attend a special medical examination arranged by the Company to determine the employee's fitness for continued employment. Employees may provide management with a separate medical opinion from a suitably qualified medical practitioner as supporting information to their fitness for continued employment. If fitness for duty is disputed the parties have recourse to the dispute resolution procedures to assist in resolving the matter.

**29. PUBLIC HOLIDAYS**

- 29.1 The recognised NSW State public holidays to be observed at the Plant/s are New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day and Boxing Day.
- 29.2 In addition to the recognised NSW State public holidays in clause 29.1, employees are entitled to an additional holiday (to be taken and treated as a Public Holiday) on Easter Tuesday and any other day declared and observed as a Public Holiday throughout the whole of NSW.
- 29.3 The Company and employees may agree to observe an alternative day to the above Public Holidays. A majority of employees is needed and all employees are bound by the agreement. In cases of such agreement, Public Holiday conditions will apply to the alternative day, not to the Public Holiday being substituted.
- 29.4 Employees may be requested and required to work a Public Holiday in accordance with the NES. Employees rostered to work a Public Holiday as part of their normal shift arrangements will be paid double time for the ordinary hours worked in addition to the Public Holiday payment for the ordinary hours for the shift. All hours worked beyond the employee's ordinary hours for the shift will be paid at triple time.
- 29.5 Employees not rostered to work a Public Holiday and who work the Public Holiday (after the Company requests them to do so), will receive payment of triple time for the time worked on that Public Holiday.
- 29.6 An employee who is not requested and required to work on a Public Holiday which would otherwise have been a working day will be paid ordinary hours of their normal shift plus average bonus for that day.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- 29.7 The shift length and shift times for work on Public Holidays, is the normal shift length and shift time.
- 29.8 For weekend roster and seven (7) day rostered employees, if a Public Holiday falls on a non-rostered day the employee is paid seven (7) hours at ordinary rates.
- 29.9 If a Public Holiday falls on a day (Monday to Friday) on which an employee is not normally required to work and the employee is not requested and required to work, they are paid seven (7) hours at ordinary rates. The employee is not entitled to another day off in lieu of the Public Holiday.
- 29.10 Employees working a weekend roster or seven (7) day roster shall be requested and required to work all Public Holidays that fall within their roster, except for two (2) Public Holidays. In January of each year the company will nominate which two (2) Public Holidays will not be worked by the weekend roster or seven (7) day roster employees in the following twelve (12) months. The two (2) Public Holidays nominated may be changed following consultation and agreement between the parties.
- 29.11 The Company will issue a request for employees to work a Public Holiday (which may be in the form of posting a roster) with enough advanced notice as to allow for appropriate consideration to be given to any refusal by the employee to work the Public Holiday.

**30. ABSENT WITHOUT LEAVE**

**Failure to Attend Work**

- 30.1 If an employee fails to attend work and has no approved leave or reason acceptable to the Company covering the absence, they are considered to be absent without leave (AWL) and will be dealt with in accordance with the Corrective Guidance Procedures as per Appendix 6 of this Agreement.

**31. ABANDONMENT OF EMPLOYMENT**

- 31.1 The absence of any employee from work for a continuous period exceeding five (5) working days without the consent of the Company and/or without notification to the Company will be prima facie evidence that the employee has abandoned employment and their employment will be terminated by the Company. The Company will make a reasonable attempt to contact the employee prior to terminating their employment.
- 31.2 Notice of termination of employment will be in accordance with clause 33 – Termination of Employment.

**32. WORKFORCE REDUCTIONS**

**Workforce Redundancy**

- 32.1 Where the Company has made a definite decision to reduce the number of full time employees the Company will hold discussions with employees and their employee representatives to determine the skills base of people required to remain so the Plant/s will continue to operate in the most efficient and cost effective manner.

- 32.2 Reductions in employee numbers will be in accordance with the following process:
- (a) initially a review of casual, fixed term labour and contractors will occur with an aim to reduce their numbers and minimise the number of full time employees that may be retrenched;
  - (b) secondly a voluntary redundancy will be offered by the Company. The Company will determine who may receive a redundancy offer.
- 32.3 If after (a) and (b) have occurred and redundancies are still required, then to further reduce employment numbers the Company will use a merit based selection process to determine who will be retrenched which takes into account the future needs of the Plant/s based on:
- (a) the skills and competencies required to continue to operate the Plant/s e.g. mechanical and electrical trade qualification requirements
  - (b) any employees on current disciplinary warnings; and
  - (c) length of service

**Severance Pay**

- 32.4 When terminations occur due to redundancy, employees are entitled to severance pay equal to one (1) ordinary week's rate of pay (as per clause 13.1) for each completed year of service. The Company is not liable to make a severance payment where within seven (7) days if it obtains or causes to be made available for the employee work:
- (a) that the employee is competent to perform;
  - (b) in a position that carries the same or higher classification rate of pay than the employee's previous position;
  - (c) that can be reasonably be regarded as permanent; and
  - (d) that is within the Newcastle and Lake Macquarie regions.

**Retrenchment Pay**

- 32.5 Where redundancies occur due to:
- (a) technological change;
  - (b) market forces; or
  - (c) diminution of reserves;
- terminated employees are entitled to retrenchment pay of two (2) ordinary week's rate of pay (as per clause 13.1) for each completed year of service. The minimum payment is two (2) ordinary weeks rate of pay.

The minimum payment due to employees under this provision for employment with less than twelve (12) months service is two (2) weeks pay and those employees with more than one year but less than two (2) years of completed service is four (4) weeks pay.

If an employee would be entitled to a more beneficial entitlement under the NES, then the NES entitlement will apply instead of the entitlement provided under this clause.

- 32.6 The Company is not liable to make a retrenchment payment where within seven (7) days it obtains or causes to be made available for the employee work at another coal preparation plant:

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- (a) that the employee is competent to perform;
- (b) in a position that carries the same or higher classification rate of pay than the employee's previous position;
- (c) that can reasonably be regarded as permanent;
- (d) is within the Newcastle and Lake Macquarie regions.

**33. TERMINATION OF EMPLOYMENT**

33.1 An employee can end their contract of employment by the giving of a minimum of two (2) weeks' notice or forfeit one week's pay if no notice is given. The Company can end an employee's employment by giving the period of notice in the table below, or payment in lieu of notice. Payment in lieu of notice comprises the employee's ordinary weekly pay rate plus average bonus.

Employee's Continuous Service with Centennial	Required Period of Notice No Less Than:
Less than 1 year	1 Weeks
More than 1 and less than 3 years	2 Weeks
More than 3 and less than 5 Years	3 Weeks
More than 5 years	4 Weeks

The Company's period of notice is increased by one week if the employee is over 45 years of age and has two (2) years' continuous service.

- 33.3 The Company reserves the right to make payment in lieu of notice and require the employee to remain away from work during the notice period.
- 33.4 The Company has the right to dismiss an employee without notice for serious misconduct.
- 33.5 The employee will be paid any termination entitlements no later than seven (7) days after the day on which their employment terminates.

**34. ACCIDENT PAY**

**Entitlement to Accident Pay**

34.1 An employee in receipt of weekly payments under the provisions of the Workers' Compensation Act 1987 (New South Wales) (the Act) will be entitled to receive Accident Pay from the Company subject to the following conditions and limitations.

**Payment to be made During Incapacity**

- 34.2 The Company shall pay or cause to be paid Accident Pay during the incapacity of the employee, within the meaning of the Act:
  - (a) until such incapacity ceases; or
  - (b) until the expiration of a period of seventy eight (78) weeks from the date of injury

whichever event shall first occur, even if the Company terminates the employee's employment within the period.

### **Meaning of Accident Pay**

34.3 For the purposes of this clause Accident Pay means:

- (a) For the initial period of twenty (20) weeks from the date of injury, a weekly payment representing the difference between the amount of compensation paid to the employee by virtue of the said Act and the ordinary weekly rate of pay (as per clause 13.1) plus the weekly bonus amount.
- (b) For a further period of thirty eight (38) weeks, a weekly payment representing the difference between the weekly amount of compensation paid to the employee by virtue of the Act and the ordinary weekly rate of pay (as per clause 13.1) plus, rostered overtime, shift allowance, weekend penalty rates and bonus where applicable.
- (c) For a further period of twenty (20) weeks, a weekly payment representing the difference between the amount of compensation paid to the employee by virtue of the said Act and the ordinary weekly rate of pay (as per clause 13.1), plus the weekly bonus amount.

### **Pro-rata Payments**

34.4 In respect of incapacity for part of a week the amount payable to the employee as accident pay shall be a direct pro-rata.

### **When Not Entitled to Payment**

34.5 An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

### **Redemptions**

34.6 In the event that an employee receives a lump sum in redemption of weekly payments under the Act, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.

### **Damages Independent of the Acts**

34.7 Where the employee recovers damages from the Company or from a third party in respect of an injury independently of the Act, the employee will be liable to repay to the Company the amount of accident pay which the Company has paid under this clause and the employee shall not be entitled to any further accident pay thereafter.

### **Calculation of Period**

34.8 The seventy eight (78) week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the seventy eight (78) week limitation.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**35. PERSONAL PROTECTIVE EQUIPMENT**

- 35.1 Each employee shall be supplied with one pair of safety boots and three sets of high visibility industrial outer clothing per year. In addition a high visibility jacket will be provided to employees every two years. Boots and clothing that become unserviceable due to damage are replaced at no cost to the employee on presentation of the unserviceable item to the Plant Manager.
- 35.2 Where an employee is required to wear prescription glasses to carry out work, the Company will provide one set of prescription safety glasses for this purpose. The Company will purchase the glasses from its safety glasses provider after the employee provides a copy of their prescription. If an employee's prescription changes or if their prescription safety glasses are damaged while working at the Plant/s, the Company will replace the glasses.

**36. CONTRACTORS**

- 36.1 The Company has the right to engage contractors for work at the Plant/s from time to time to meet the needs of the business.
- 36.2 The parties recognise the need for contractors to compliment the Plant's workforce.
- 36.3 It is not the intent of the company to replace full time employees with contractors.
- 36.4 Contractors may undertake tasks and operate their own and site equipment for which they have been trained and are competent to perform.

**37. EMPLOYEE REPRESENTATION**

- 37.1 The workforce may elect an employee from the workforce who will be the representative of persons covered by this Agreement and who will be recognised by the Company as a representative of the employees.
- 37.2 The primary responsibility of the employee representative is the performance of their job role with the Company and to comply with their employment obligations as contained in this Agreement.
- 37.3 Upon giving the Plant Manager reasonable prior notice, the elected employee representative will be allowed appropriate time to attend onsite and off-site meetings and training, or as required by the Fair Work Act or clause 29A.8 of the Award. Such approval will not be unreasonably withheld.
- 37.4 Employees are paid one (1) hour per month at their ordinary hourly rate of pay when they hold meetings outside of normal work hours. Payment will be made for one meeting per month. The meeting may be held pre or post shift. In the case of meetings held prior to their normal shift, employees will be dressed and ready to go to work. Meetings will not extend into the normal shift. If a meeting takes place in accordance with these provisions, all employees who attend the meeting must sign a register as proof of attendance prior to any payment being made by the Company.
- 37.5 Employee representatives will also be entitled to represent eligible employees in relation to the other matters outlined at clause 29A.5 of the Award. However, in the case of an individual employee, nothing in this clause requires an employee to be represented by an employee

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

representative without their agreement.

- 37.6 Employee representatives are entitled to communicate with eligible employees for the purpose of representing their industrial interests in accordance with clause 29A.6 of the Award.
- 37.7 Employee representatives will be provided with access to or use of appropriate workplace facilities in accordance with clause 29A.7 of the Award. However, the Employer is not required to provide workplace representatives with the individual contact details of eligible employees for the purpose of electronic communications.
- 37.8 Any additional communication meetings with employees may be held by the employee representative with the approval of the Plant Manager.
- 37.9 Under no circumstances are employees to conduct any industrial meetings in the Plant/s.
- 37.10 An employee representative must comply with clause 29A of the Award in exercising their entitlements under this clause.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**38. SIGNATURES OF PARTIES TO AGREEMENT**

This Agreement is signed for and on behalf of:

**Authorised for and on behalf of  
Centennial Northern Coal Services Pty Limited:**

Scott Ambrose

\_\_\_\_\_  
(Print Name)



\_\_\_\_\_  
(Signature)

100 Miller Road, Fassifern NSW 2283

\_\_\_\_\_  
(Address)

Executive General Manager Corporate Services

\_\_\_\_\_  
(Position)

**Dated:** 06 / 01 / 2025



**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**Authorised for and on behalf of the  
Mining and Energy Union:**

**District MEU Representative:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

**Dated:** \_\_\_ / \_\_\_ / \_\_\_

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**Authorised for and on behalf of the  
Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services  
Union of Australia (Electrical Division of NSW Branch):**

**District CEPU Representative:**

Allen Hicks

(Print Name)



(Signature)

Branch Secretary

(Position)

Level 5, 370 Pitt Street, Sydney, NSW

(Address)

**Dated:** 8 / 1 / 2025

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**APPENDIX 1 – COORANBONG AND DELTA ROSTER, SHIFT LENGTH & TIMES**

**Roster:– Twelve (12) hour rotating, four (4) panel, four (4) week roster**

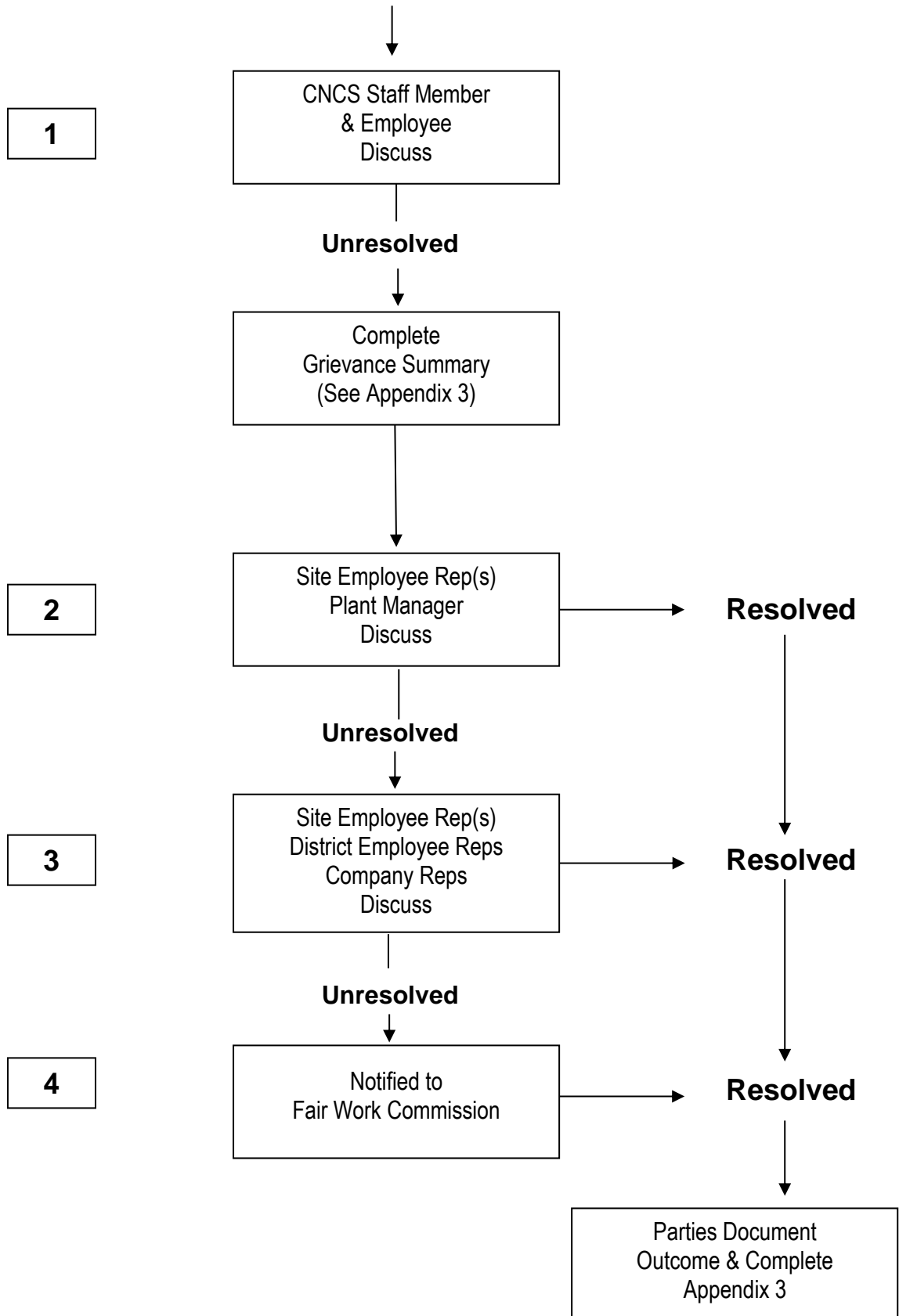
**(Day shift: 6.30am to 6.30pm. Night shift 6.30pm to 6.30am)**

	Week 1							Week 2							Week 3							Week 4						
Group	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
A			D	D	N	N						D	D	N	N	N						D	D	D	N	N		
B	D	D	N	N						D	D	N	N						D	D	N	N	N					D
C					D	D	N	N	N					D	D	D	N	N						D	D	N	N	
D	N	N					D	D	D	N	N						D	D	N	N						D	D	N

ENTITLEMENT	PAYMENT RULE
<b>Ordinary Hours</b>	<ul style="list-style-type: none"> <li>10 hours per shift.</li> </ul>
<b>Rostered Overtime</b>	<ul style="list-style-type: none"> <li>2 hours at double time.</li> </ul>
<b>Weekend Penalty Payment</b>	<ul style="list-style-type: none"> <li>Paid at double time on ordinary hours worked from midnight Friday to midnight Sunday.</li> </ul>
<b>Payment of wages</b>	<ul style="list-style-type: none"> <li>Payment for shifts worked each week of roster cycle.</li> </ul>
<b>Overtime</b>	<ul style="list-style-type: none"> <li>Paid at double time.</li> </ul>
<b>Shift Allowance</b>	<ul style="list-style-type: none"> <li>A 25% loading applies to ordinary hours worked on night shift.</li> </ul>
<b>Personal / Carers Leave</b>	<ul style="list-style-type: none"> <li>10 hours will be paid at ordinary rates.</li> <li>10 hours will be deducted from accrual.</li> </ul> <p><b>Termination:</b> if applicable will be paid accrued hours at ordinary rates.</p>
<b>Annual Leave</b>	<ul style="list-style-type: none"> <li>Paid as per section 20 of the Enterprise Agreement.</li> <li>10 hours will be deducted per day from accrual.</li> <li>Entitlement accrued on a weekly basis, being 1/52 x 6 weeks.</li> </ul> <p><b>Termination:</b> will be paid out on the average of the four week cycle.</p>
<b>Public Holiday</b>	<ul style="list-style-type: none"> <li>Employees shall be required to work all public holidays that fall within their roster, except the 2 nominated public holidays.</li> <li>If a public holiday falls on a rostered day and employee is required to work, the employee will be paid 10 hours at ordinary rates and 10 hours at double time and triple time thereafter.</li> <li>If a public holiday falls on a rostered day and not required to work, payment will be 10 hours at ordinary rates.</li> <li>If public holiday falls on a non rostered day, payment will be 7 hours at ordinary rates.</li> <li>If public holiday falls on a non rostered day and employee required to work, paid 7 hours at ordinary rates, 7 hours double time and thereafter triple time</li> </ul>
<b>Long Service Leave</b>	<ul style="list-style-type: none"> <li>During employment, paid as per Clause 26.5 (10 hours per day as per the weekly roster cycle).</li> </ul> <p><b>Termination:</b> accrued hours to be paid at the average wage of the four week roster cycle.</p>

APPENDIX 2 – DISPUTE RESOLUTION PROCEDURES

Dispute Resolution Procedures



**APPENDIX 3 – GRIEVANCE SUMMARY**

**Grievance Summary**

<b>Grievance:</b>	
<b>Date Raised:</b>	___/___/___ (Date)
<b>Raised By:</b>	
<b>Raised With:</b>	
<b>Summary of Grievance Discussion:</b>	
<b>Signatures of Person Raising Grievance &amp; Person With Whom Raised:</b>	
_____	_____
(Signature)	(Signature)
<b>Response Was:</b>	
<b>Reasons For Response:</b>	
<b>Final Grievance Outcome:</b>	
<b>Signatures of Persons Resolving Grievance</b>	
_____	_____
(Signature)	(Signature)

**APPENDIX 4 – STANDARD OT SHIFT & CRIB ARRANGEMENTS & PAYMENTS**

**Description of Standard Overtime Shift and Crib Arrangements and Payments Applying  
for the Duration of the Agreement**

**1. Mid-Week Follow-On Overtime**

<b>Time Worked</b>	<b>Payment @ 2 Time</b>	<b>Crib Arrangements</b>
1 Hr	1.0 Hr	No crib taken
2 Hrs	2.5 Hrs	No crib taken
4 Hrs	4.5 Hrs	No crib taken
5 Hrs	6 Hrs	No crib taken

**2. Mid-Week Pre-Shift Overtime**

<b>Time Worked</b>	<b>Payment @ 2 Time</b>	<b>Crib Arrangements</b>
1 Hr	1.0 Hr	No crib taken
2 Hrs	2.5 Hrs	No crib taken
3 Hrs	3.5 Hrs	No crib taken
4 Hrs	4.5 Hrs	No crib taken

**3. Stand Alone Non-rostered Day Overtime Shifts**

<b>Time Worked</b>	<b>Payment @ 2 Time</b>	<b>Crib Arrangements</b>
5 Hrs	5.0 Hrs	No crib taken
8 Hrs	8.0 Hrs	One crib taken
10 Hrs	10.0 Hrs	One crib taken
12 Hrs	12.0 Hrs	Two cribs taken

**CENTENNIAL NORTHERN COAL SERVICES  
PERSONAL/CARERS LEAVE  
MONITORING PROCEDURES**

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**1 PURPOSE**

- 1.1. The purpose of this document is to provide a framework for employees and the Company to monitor and control Personal Leave/Carers Leave to an acceptable level.

**2. SCOPE**

- 2.1. This document applies to all employees bound by this Agreement.

**3. PERSONAL LEAVE NOTIFICATION PROCEDURES**

- 3.1. Prior to the commencement of any absence on Personal/Carers Leave an employee or a member of their direct family/household must notify the mine on the "sick leave" hotline (**Newstan Plant – 0249 560 249) (Cooranbong Plant and Delta Plant - 0249 730 021)** where practicable at least one (1) hour prior to the commencement of the rostered shift and advise the nature of the illness or injury, or carers leave is required, or they have an unexpected emergency, and the estimated duration of the absence if they have not made management aware preceding the leave.
- 3.2. Where an employee fails to provide notification of the impending absence prior to the rostered shift without reasonable explanation, the employee may be disciplined in accordance with Appendix 6.

**Proof of Absence**

- 3.3. For absences of two (2) or less days on Personal/Carers Leave you will be required to submit a Personal Leave Form in accordance with clause 3.8. To have the day listed as supported a medical certificate will be required to be submitted.
- 3.4. For absences of more than two (2) consecutive rostered shifts for Personal Leave, a Doctors Certificate and personal leave form is required to support the absence.
- 3.5. For absences of Carers Leave a medical certificate stating the employee is required to provide care for a member of the employees immediate family or household.
- 3.6. Where it is not reasonably practicable to provide a Doctor/Medical Certificate the employee must provide as an alternate a Statutory Declaration certifying the nature of the absence or, stating the employee is required to provide care for a member of the employee's immediate family or household which would sufficiently qualify the absence.
- 3.7. Personal/Carers Leave taken on a rostered shift prior or post any observed public holiday and/or periods of annual leave are to be supported with a Doctor/Medical Certificate or a Statutory Declaration.
- 3.8. All proof of absences must be submitted as soon as is practicable, but no later than 24hours after the recommencement of work. With each absence requiring a Leave form to be submitted attaching any required evidence.
- 3.9. Backdated Medical Certificates will not be accepted.
- 3.10. The falsification of evidence to support Personal/Carers Leave claim is regarded as misconduct.
- 3.11. When submitting a Personal Leave Application Form the employee must write the reason for the illness or injury. Writing "sick" or the derivative of, is not an acceptable reason.
- 3.12. If Employees are experiencing personal problems that are affecting their attendance at work they may avail themselves of the Employee Assistance Program (EAP). The EAP is available to all Centennial Northern Coal Services Employees and their immediate family.

**The EAP free call phone number is 1300 361 008.**



**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

3.13. Circumstances may arise where an employee is identified as having a poor Personal Leave record, which after investigation is found to be due to extenuating circumstances. In such a situation exists the employee may be counselled to assess if any assistance can be provided for them by the Company, employee representatives or through the Employee Assistance Program.

**4. POOR PERSONAL LEAVE RECORD**

4.1. The criteria by which employees are deemed to have a poor Personal Leave record is deemed to be inappropriate use of Personal Leave due to:

- (a) Excessive unsupported Personal Leave days;
- (b) Personal Leave taken in a regular pattern eg:
  - (i) consistently absent on first or last day of week of normal shift pattern;
  - (ii) absent pre/post Public Holidays; and
  - (ii) absent pre/post Annual Leave days.
- (c) Continued failure to advise the Company of being absent on Personal Leave.

**5. COUNSELLING AND DISCIPLINARY ACTION**

5.1. Where an employee is deemed to have breached the Personal/Carers Leave procedure the matter will be dealt with in accordance with Appendix 6 of this document.

# **CENTENNIAL NORTHERN COAL SERVICES CORRECTIVE GUIDANCE PROCEDURES**

**1. INTENT**

The intent of this procedure is to provide guidelines for use in circumstances of alleged unacceptable behaviour by an employee. The procedure is designed to provide a fair and reasonable means for determining if an employee has breached the Company's policies, procedures and management systems or participated in other forms of misconduct or unacceptable behaviour. The procedure also provides processes to initiate suitable action to correct unacceptable behaviour and avoid further problems.

At each stage of this procedure the employee is to be given the opportunity to provide an explanation or advise of mitigating circumstances related to any allegation raised and to have their employee representative present. Satisfactory explanations may result in no further action being taken. Unsatisfactory explanations will result in the employee being advised of the required performance standard and placed on a verbal/written warning with a review period being set.

**2. PURPOSE**

The purpose of this procedure is to provide guidelines to be used in alleged unsatisfactory employee behaviour through:

- 2.1. Encouraging employee improvement in attitudes towards safety and employee behaviour when at work.
- 2.2. Providing Corrective Guidance procedures that ensure consistent equity and fairness in the treatment of employees when discussing their behaviour.
- 2.3. Providing employees with a clear set of guidelines regarding their behaviour.
- 2.4. Assisting the Company to facilitate the process of corrective action in a fair, equitable and consistent manner.

**3. SCOPE**

This Corrective Guidance procedure applies to all Company employees, contractors and visitors while on the Plant/s site.

**4. APPLICATION OF DISCIPLINARY ACTION**

- 4.1. Some of the indicative circumstances of unacceptable behaviour where disciplinary action may be applied to an employee are:
  - (a) Performing or condoning any unsafe act
  - (b) Acting in contravention of laws and statutes
  - (c) Refusal of duty
  - (d) Misconduct
  - (e) Being Absent Without Leave
  - (f) Failure to comply with Centennial Coal or Company policies, procedures and management systems
  - (g) Poor record of and/or misuse of Personal / Carers leave
  - (h) Poor work performance

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

- 4.2. Some of the indicative disciplinary actions that may be taken in response to the above are:
- (a) Counselling/Re-training
  - (b) Issuing of verbal or written warnings
  - (c) Suspension with or without pay
  - (d) Dismissal
- 4.3. Depending on the seriousness of the events surrounding an incident in which disciplinary action is to be taken, an employee may be placed on any stage of the disciplinary warning process as defined in Clause 7 of this appendix.

**5. INCIDENT INVESTIGATION**

- 5.1. Any investigation of an incident that involves the application of these procedures will be performed by the Company in consultation with employee representatives.
- 5.2. Prior to disciplinary action being taken the events and circumstances surrounding the incident will be fully investigated.
- 5.3. Written or electronic records are kept by the Company of any incident investigation and copies are issued to the employee and employee representatives.

**6. TYPES OF DISCIPLINARY ACTION**

**6.1. Counselling / Re-training**

Guidance and re-training is applied in situations where the circumstances are of a less serious nature and where the employee has an opportunity to correct their behaviour without risk to other employees.

**6.2. Verbal Warning**

The Plant Manager may issue a verbal warning to an individual in the presence of their employee representative.

**6.3. Suspension**

The Plant Manager may take disciplinary action in the form of suspension at any stage of the warning process providing that an investigation is in progress or has occurred and in his opinion the employee's action may have:

- (a) impacted on the health or safety of employees; or
- (b) constituted a breach of the OH&S Act, CMHSA, CMHSA Regulations, Managers Rules & Schemes, Management Plans, Centennial and Company Policies and Procedures, Environmental legislation or other statutes governing site operations.

**6.4. Dismissal**

Following a full investigation of an incident in consultation with employee representatives, if the Plant Manager considers the circumstances surrounding an incident involving misconduct and are of a serious nature that warrants dismissal;

- (a) the employee is suspended immediately and given 24 hours to show reason why their employment should not be terminated;
- (b) if at the end of that period the Plant Manager is not satisfied with the employee's explanation, their employment may be terminated.

Apart from the instance of misconduct above, an employee may only be dismissed after the disciplinary warning process as defined in this procedure is followed.

**7. DISCIPLINARY WARNING PROCESS**

**7.1. VERBAL WARNING:**

The purpose of a verbal warning is for the Company to advise the employee personally of the incident that is of concern and to establish if any extenuating circumstances exist.

The employee is given the opportunity to explain the circumstances surrounding the incident with the assistance of an employee representative. The Company must give due consideration to matters raised by the employee and/or their representative.

After investigation of the facts surrounding the incident and if it is proven the employee has exhibited unacceptable behaviour the employee is informed that:

- (a) a verbal warning will be issued for unacceptable behaviour;
- (b) continuation of unacceptable behaviour may lead to dismissal;
- (c) the warning will be valid for a minimum six (6) months and a maximum twelve (12) months depending on the outcome of the investigation.

After the disciplinary interview, a Record of Interview (Annexure 1) is issued to the employee and their representative. The Company retain a copy of the record of interview.

**7.2. FIRST WRITTEN WARNING:**

The purpose of a first written warning is for the Company to advise the employee personally of the incident that is of concern and to establish if any extenuating circumstances exist.

The employee is given an opportunity to explain the circumstances surrounding the incident with the assistance of an employee representative. The Company must give due consideration to matters raised by the employee and/or their representative.

After investigation of the facts surrounding the incident and if it is proven the employee has exhibited unacceptable behaviour the employee is informed that:

- (a) A written first warning will be issued for unacceptable behaviour;

- (b) Continuation of unacceptable behaviour may lead to dismissal;
- (c) The warning will be valid for a twelve (12) months' time period.

After the disciplinary interview a First Written Warning (Annexure 2) is issued to the employee and their representative. The Company will retain a copy of the record of interview.

**7.3. FINAL WRITTEN WARNING:**

The purpose of a final written warning is for the Company to advise the employee personally of the incident that is of concern and to establish if any extenuating circumstances exist.

The employee is given an opportunity to explain the circumstances surrounding the incident with the assistance of an employee representative. The Company must give due consideration to matters raised by the employee and/or their representative.

After investigation of the facts surrounding the incident and if it is proven the employee has exhibited unacceptable behaviour the employee is informed that:

- (a) A written final warning has been issued for unacceptable behaviour;
- (b) Continuation of unacceptable behaviour may lead to dismissal;
- (c) The warning will be valid for a twelve (12) month time period.

After the disciplinary interview a Final Written Warning (Annexure 2) is issued to the employee and their representative. The Company will retain a copy of the record of interview.

**7.4. SUSPENSION FROM DUTIES**

Where the Plant Manager has suspended an employee in accordance with clause 6.3 of this procedure:-

- (a) Suspension may be with or without pay.
- (b) If an employee has been suspended pending a full investigation of the incident and the investigation determines the employee's behaviour was acceptable then the employee will be reinstated and if necessary wages will be made up for the suspension period as if the employee had been at work.

**7.5. TERMINATION OF EMPLOYMENT**

An employee representative will be present at this stage. Subject to careful investigation of the facts surrounding the incident/s and if it is proven the employee has exhibited unacceptable behaviour:

- (a) The employee will be suspended and is given 24 hours to show reason why their employment should not be terminated. If at the end of that period the Plant Manager is not satisfied with the employee's explanation their employment may be terminated.

**7.6. WARNING REVIEW PERIOD**

At the nominal expiry date of the warning period, if the employee has complied with the acceptable behaviour standard, the following action will be taken:-

- (a) If on a Verbal Warning, the warning is removed.
- (b) If on a First Written Warning, the warning reverts to the Verbal Warning conditions for 12 months.
- (c) If on a Final Written Warning, the warning reverts to the First Written Warning conditions for 12 months and then the Verbal Warning conditions for a further 12 months.

In all warnings, extenuating circumstances will be taken into account.

Employees who regularly come on and off the warnings will proceed to a Final Written Warning.

Employees will be notified in writing when they come off the Warnings.

**7.7. RECORDS**

- (a) A clear written record of each stage of the Corrective Guidance procedure must be kept. Copies of records of interview and/or written warning outcomes are provided to the employee and their representatives.
- (b) The Company must offer the employee the opportunity to sign the record of interview and/or written warning documents as acknowledgement of the accuracy of the documentation.
- (c) In the event that the employee refuses to sign the record of interview and/or written warning documents, a note to that effect is placed on the record of interview and/or warning letter.
- (d) Should the employee refuse to sign, such refusal does not invalidate the warning.

**7.8. MONITORING AND REVIEW OF EMPLOYEE BEHAVIOUR**

- (a) Careful consideration is given to allow the employee time to rectify their behaviour through training, use of the Employee Assistance Program etc.
- (b) The monitoring and review period will be defined at the time of the warning process and as contained in the record of interview and/or written warning documents and will remain active until the time period lapses.
- (c) When the warning review period imposed as a result of the warning process has lapsed the disciplinary action is deemed to have ceased.

**7.9. CONSISTENCY and FAIRNESS**

All employees are treated consistently, fairly and respectfully in any disciplinary matter in line with the Corrective Guidance procedures.

**7.10. PRIVACY**

This procedure shall be governed by the belief that the privacy of all parties will be respected at all times with the understanding and knowledge that details of incidents may need to be communicated to the workforce in the interest of their health and safety.

**7.11. REPRESENTATION**

Employees and the Company are required to have witnesses present during any disciplinary meetings.



**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**Annexure 1**

**RECORD OF INTERVIEW**

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

This is to record that you were interviewed in relation to the following allegations and matters:

You were given an opportunity to respond to the allegations and matters as outlined above and the following responses were given:

The Company decided to proceed / not proceed with the warning because:

As a result of the interview:  
*(Nominate option a), b) or c) as appropriate)*

- a) **A verbal warning is being issued and a copy placed on your personnel file**  
It was agreed you were informed the following change is to occur
  
- b) **A first written warning is being issued and a copy placed on your personnel file**  
It was agreed you were informed the following change is to occur
  
- c) **A final written warning is being issued and a copy placed on your personnel file**  
It was agreed you were informed the following change is to occur

You were also informed that any further misconduct may result in termination of your employment and that your behaviour is subject to review over the following period \_\_\_\_\_ to \_\_\_\_\_ to assess whether your required behaviours are meeting the required standard.

Disciplinary interview conducted and warning issued by Northern Coal Services Manager in the presence of the employee and employee representative.

**Manager:** \_\_\_\_\_

**Employee:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NB: The employee's refusal to sign this record does not invalidate this record as an accurate account of the interview**

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**Annexure 2**

**VERBAL / FIRST or FINAL WRITTEN WARNING**

**Verbal**

**First Warning**

**Final Warning**

**NAME:**

\_\_\_\_\_

**POSITION:**

\_\_\_\_\_

Reason for Written Warning:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Required Behaviour/Performance Standard:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Performance Review Date

\_\_\_\_\_

This warning remains active for a period of:

\_\_\_\_\_

**The Company expects that there will be no further instances of unacceptable behaviour by you. Further instances of misconduct may result in termination of your employment.**

Disciplinary interview conducted and warning issued by:

\_\_\_\_\_

on:

\_\_\_\_\_

Manager:

\_\_\_\_\_

Employee:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Date:

\_\_\_\_\_

***NB: The employee's refusal to sign this written warning does not invalidate the warning.***

**CENTENNIAL NORTHERN COAL SERVICES  
ANNUAL & LONG SERVICE LEAVE  
PROCEDURES**

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**1. OUTCOME**

The aim of this procedure is to ensure that annual leave and long service leave at Centennial Northern Coal Services is managed in a structured fashion that is easily understood and followed by all employees who are covered by these procedures.

**2. SCOPE**

This procedure covers the management of annual leave of all Centennial Northern Coal Services employees as contained in the Centennial Northern Coal Services Enterprise Agreement.

**3. NUMBERS OF EMPLOYEES ALLOCATED OFF ON LEAVE**

To assist in an even allocation of leave across all labour classifications the following occurs:

- 3.1 The maximum number of employees within classifications to be allocated annual and long service leave is determined by management in consultation with employee representatives.
- 3.2 A maximum number of 15% of employees are allowed off on annual leave at any one time. The mix of skills required shall be determined by operational requirements across the plants.
- 3.3 During School Holiday periods, people may be required to move to other shifts to allow fellow employees to take annual leave.

**4. LEAVE MANAGEMENT SYSTEM**

**4.1 Annual Leave Allocation:**

- 4.1.1 Employees apply for annual leave on the designated form and submit their form to the Plant Manager for approval.
- 4.1.2 The Plant Manager informs the employee if the application has been successful.
- 4.1.3 If the employee's application has been successful the Plant Manager will inform the employee.
- 4.1.4 If the employee's application has been unsuccessful the Plant Manager informs the employee he must apply for other dates.
- 4.1.5 Leave payments will not be made until the application form has been submitted to Payroll at Fassifern Office.
- 4.1.6 If too many employees apply for annual leave in a popular week the site employee representatives will conduct a ballot.
- 4.1.7 Unsuccessful employees in the ballot are advised which weeks they missed out on and are asked to apply for other dates.
- 4.1.8 Where possible all annual leave for the oncoming year is finalised by the September/October school holidays.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**5. ACCRUEMENT OF LEAVE**

All employees may retain five (5) weeks (six (6) weeks - weekend roster) annual leave each year. This may be increased up to ten (10) weeks with the following exceptions:-

- 5.1 If employees want to save up some annual leave from one year to use in the next year for a special purpose (e.g. overseas trip) they must discuss their intentions with the Plant Manager to gain approval prior to saving up the leave.
- 5.2 Annual leave will not be advanced to employees.

**6. TAKING ANNUAL LEAVE IN LESS THAN ONE WEEK BLOCKS**

Employees are allowed to take leave in less than a one week lot in accordance with the following procedures:-

- 6.1 Employees may apply for single days of annual leave subject to approval. The maximum number of single days of annual leave in a year is three.
- 6.2 Employees must apply for single days off by completing an annual leave application form and have it approved by the Plant Manager.
- 6.3 Preference is given to employees who apply for whole weeks of leave. If the allowable numbers are already allocated for a week, then single leave days may not be approved.
- 6.4 Except in extenuating circumstances annual leave is not approved for employees who ring the colliery requesting payment of leave for time already taken off.

**7. CHANGING ANNUAL LEAVE AT A LATER DATE**

Once employees have been advised of their annual leave weeks, leave can be changed only by the following method:-

- 7.1 Employees must consult the Plant Manager and submit another Annual Leave Form to cancel or change any annual leave previously approved.
- 7.2 Employees changing their annual leave can only apply for weeks where vacancies exist and have the leave approved by the Plant Manager.

**8. LONG SERVICE LEAVE**

- 8.1 Long service leave must be approved by the Plant Manager.
- 8.2 Long service leave will not be approved if the operation will be affected by the absence.
- 8.3 Should an employee have excessive leave as per clause 5 Appendix 7, and the employee applies for Long Service Leave, they will be asked to reduce their annual leave in the first instance.

**9. PERSONAL HARDSHIP**

- 9.1 Any case of personal hardship caused by non-approval of leave must be discussed by the employee with the Plant Manager.

**CENTENNIAL NORTHERN COAL SERVICES  
ENTERPRISE AGREEMENT 2025**

**APPENDIX 8 – HEALTH & SAFETY INITIATIVE**

The Centennial Northern Coal Services Health & Safety Initiative is designed to provide employees with the opportunity to receive an individual financial payment based on the achievement of agreed Positive Performance Indicators. The payment is calculated on the employee's individual achievement within the three Positive Performance Indicators. The employee's Positive Performance Indicators are measured on a twelve (12) month basis commencing in December to November, with payment made in December of each year.

<b>Positive Performance Indicators</b>	<b>Annual Criteria</b>	<b>Individual/ Group</b>	<b>Maximum Potential Annual Payment</b>
Planned Task Observations	12 PTO's per year to be completed per person  Of higher risk jobs e.g. Isolation, Confined Spaces, Working at Heights	Individual	20%
Housekeeping Standards	Housekeeping Standards will be measured in accordance with the 30 highlighted elements as defined in the "CNCS CHPP Quarterly Safety Inspection Audit Form".  Each individual element will be ranked from 0 to 5 based on the Audit findings.  Each Audit will be conducted by the nominated CNCS Staff member as defined in the CNCS Business Management Framework. Two employee representatives will be part of the Audit team.	Group	50%  Four Audits per year will be conducted.
Safety Improvement Suggestions	20 suggestions per year that need to be valid and viable.  Safety Improvement Suggestions may be accepted but not enacted.	Group	20%
Isolation Task Audit	Employee to complete 4 isolation task audits per year.  Each audit must be completed on a high-risk task and must not be included as part of a planned task observation.	Individual	10%