

Explanation Document – *Callide Mine Union Enterprise Agreement 2021*

This document explains the terms and effect of the proposed *Callide Mine Union Enterprise Agreement 2021*.

CLAUSE	SUMMARY/EXPLANATION
1. Title	The title of the agreement is the <i>Callide Mine Union Enterprise Agreement 2021 (Proposed Agreement)</i> .
2. Duration	The Proposed Agreement will come into effect 7 days after it is approved by the Fair Work Commission (FWC). Once the Proposed Agreement commences operation, it contains the key terms and conditions that apply to your employment, together with any contract of employment. The Proposed Agreement has a nominal expiry date 3 years from when it commences operation, meaning it contains the key terms and conditions of your employment during that time, and until it is replaced or terminated.
3. Parties Bound & Application	<p>The Proposed Agreement is between Batchfire Callide Management Pty Ltd (the Company) and Employees of the Company who are eligible to be a member of the CFMMEU or AMWU or CEPU, and are employed in the classifications in clause 9 (the Employee/s).</p> <p>The Proposed Agreement will also cover the CFMMEU, AMWU and CEPU (the Union/s).</p> <p>The Proposed Agreement is a very important document which you should read carefully, as it imposes obligations on both you and the Company.</p>
4. Comprehensive Agreement	<p>Your employment is covered by the Black Coal Mining Industry Award 2010 (Award).</p> <p>The effect of this clause is that the Proposed Agreement applies instead of the Award (or any other modern award), industrial agreement, order or understanding which applied prior to the Proposed Agreement. The Proposed Agreement will replace the <i>Callide Mine Union Enterprise Agreement 2017</i>.</p> <p>In order for the Proposed Agreement to be approved by the FWC, the FWC must be satisfied that Employees are better off overall under the Proposed Agreement than if the Award applied to the employee. The Proposed Agreement operates in conjunction with the National Employment Standards, which are minimum conditions applicable to all employees.</p>
5. No Extra Claims	There can be no further claims in relation to matters dealt with by the Proposed Agreement during the term of the Proposed Agreement. As outlined above, it contains the key terms and conditions of your employment during its nominal term, and after that time until it is replaced or terminated.
6. Termination of this Agreement	The Proposed Agreement will expire on 3 years from the date of operation, however, it continues to apply until it is replaced or terminated. Negotiations for a replacement agreement will commence not less than 4 months prior to the expiry.
7. Definitions	<p>This clause contains the definitions used for certain terms in the Proposed Agreement. You should review this clause to find the definition of certain terms used in the Proposed Agreement.</p> <p>The Proposed Agreement has changed the previous definition of contractor to clarify that in the engineering department, contractors shall not be used to supplement Employees' labour engaged in day to day activities or general duties (but may be used for leave coverage if the relevant Union agrees).</p> <p>The Proposed Agreement introduces a definition of inclement weather, which is associated with clause 19.</p>

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8.1 Basis of Employment	<p>This clause outlines that Employees may be employed on one of the following bases:</p> <ul style="list-style-type: none"> • Permanent full time (average of 35 ordinary hours per week); • Temporary full time (average of 35 hours per week, not exceeding 18 months in Production, and 12 months in Engineering, unless agreed with Workplace Representatives); • Fixed term production trainee (see clause 10); or • Casual – Engineering only (performs work on an irregular or intermittent basis to accommodate operational requirements). Under the Proposed Agreement there are increases to payments to the base hourly rates for casual employees for work on weekends and public holidays. <p>The basis of employment is important for you because it will dictate certain terms and conditions of your employment.</p> <p>The Proposed Agreement introduces some important new provisions:</p> <ol style="list-style-type: none"> 1. It introduces a requirement for the Company to retain permanent full time Employee numbers for the life of the agreement (minimum of 240 for production and 105 for engineering). 2. It introduces a process for employing workers on a full-time basis where it is shown there has, or is going to be a need to engage Temporary Employees for a period in excess of eighteen months (Production) or twelve months (Engineering). Temporary Employees will be considered for any permanent vacancy as part of the recruitment and selection process.
8.2 Recruitment and Selection	<p>The effect of this clause is that the Company will make recruitment and selection decisions based on merit. Up to 2 Workplace Representatives will be involved in the interview process. Employees will receive specific and genuine feedback if they are unsuccessful.</p>
8.3 Duties	<p>This clause provides that Employees will have a principal function in the Production or Engineering area. Employees can be required to perform work within their recognised skills, competence and training. However, Production Employees shall not engage in Engineering duties, other than in relation to Minor Maintenance Activities defined in Appendix 2 and Engineering Employees shall not engage in Production duties. Further, Staff will not undertake duties that could be performed by Employees e.g. operating or maintaining equipment or hot seating, but can operate or maintain such equipment for the purpose of equipment relocation, priority safety activities and testing.</p>
8.4 Training	<p>The effect of this clause is that the Company will support Employees to ensure they develop and maintain skills and knowledge necessary to undertake the requirements of their position. Further, Employees are required to actively participate in or conduct any necessary training that is reasonably required by the Company. Training of staff by employees covered by this Proposed Agreement will be by agreement between the Employee and Company. Consistent with the current agreement, priority in training will be given to Employees engaged under the Proposed Agreement. Further, the Proposed Agreement introduces new provisions with respect to the process for filling training opportunities both in production and in engineering. These detailed processes are designed to give greater clarity both to Employees and the Company in relation to training opportunities. This is considered further below.</p>
8.4.1 Production Training Opportunities at Callide Mine	<p>This clause sets out the procedure for training opportunities. In summary, expressions of interest will be called, applicants will complete an EOI form and a selection checklist will be undertaken based on the relevant criteria. Unsuccessful applicants will receive feedback and can challenge the decision.</p>
8.4.1 Engineering Training Opportunities at Callide Mine	<p>This clause sets out the procedure for training opportunities. In summary, expressions of interest will be called, applicants will complete an EOI form and a selection checklist will be undertaken based on the relevant criteria. Unsuccessful applicants will receive feedback and can challenge the decision. Electrical Employees shall undertake specific training.</p>

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8.5 Use of Monitoring Systems/Technology	The effect of this clause is that the Company may use monitoring system units for training, education or safety purposes. However, the data cannot be used for disciplinary investigations for matters that do not relate to an incident or an accident,. Specific provisions are included regarding the use of the data, its provision to Workplace Representatives, and access to the grievance procedure in certain circumstances, i.e. where action is taken by the Company in reliance on the data.
8.6 Policies & Procedures	This clause sets out that Employees and the Company shall reasonably comply with the policies and procedures. Consultation and agreement with Workplace Representatives will occur for variations of certain policies and procedures. Further, the clause will not alter the terms and conditions of the Proposed Agreement.
8.7 Commitment to Site Safety and Zero Harm	This clause sets out both the Employees' and the Company's commitment to site safety and zero harm through creating and maintaining a safe working environment, ensuring the safety and health of all workers (including fitness for work) and recognising safety representatives. It is very important that you adhere to all safety standards, policies and procedures in accordance with Callide's Safety and Health Management System, the <i>Coal Mining Safety and Health Act 1999</i> (Qld) and the <i>Coal Mining Safety and Health Regulations 2017</i> (Qld). This clause provides a right for employees to have the medical costs (e.g. Coal Board Medical) and associated assessments relating to assessments required for their role, covered by the Company, including any required accommodation and travel costs associated with the Coal Board Medical.
8.8 Stand Down	This clause deals with stand down. Under the Proposed Agreement, the clause no longer allows the Company to stand down Employees without pay as a result of refusal of duty, neglect of duty or misconduct. The clause continues to provide a right to stand down employees in other circumstances, i.e. where employees cannot be usefully employed because of a breakdown of machinery or a stoppage of work for any cause for which the Company cannot be held reasonably responsible for that has lasted for more than four consecutive working days. Where this occurs, Employees may be stood down, i.e. not required to attend work, and not be paid. If this occurs, employees can access leave entitlements (as pay will be withheld after the four consecutive working days).
8.9 Termination of Employment	<p>This clause sets out that an Employee's employment may be terminated by 1 weeks' notice by an Employee or the Company, or such longer time as required by the <i>Fair Work Act 2009</i> (Cth). If an Employee does not give the required notice, they will forgo the pay for the relevant notice period. If the Company does not give the required notice, the Company will pay the Employee for the relevant notice period. Further, moneys may be recovered in certain circumstances on termination.</p> <p>If an Employee is absent from work for at least 72 hours without authorised leave or sufficient reason, they will be deemed to have abandoned their employment and the Company will be entitled to terminate the employment contract from the first day of absence. Further, the Company may terminate an Employee's employment without notice for serious misconduct.</p>
8.10 Performance Reviews	The effect of this clause is that the Company may request and require Employees to participate in performance reviews. As part of this, consultation with Workplace Representatives will precede the development of the performance review criteria. Performance reviews will not be used as a disciplinary tool. However, a performance review under this clause is different to a performance improvement plan, which the Company may implement where it identifies poor performance by an employee.
9.1 Production Classification Levels	<p>This clause sets out that Production Employees employed under the Proposed Agreement will be classified as:</p> <ul style="list-style-type: none"> • Production Employee Level 1; or • Production Employee Level 2; or • Production Employee Level 3; or <p>The classification structure is important for you including because your pay is connected to your classification level.</p>

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9.2 Engineering Classification Levels	<p>This clause sets out that Engineering Employees employed under the Proposed Agreement will be classified as:</p> <ul style="list-style-type: none"> • Engineering Employee Level A; or • Engineering Employee Level B; or • Engineering Employee Level C. <p>The classification structure is important for you including because your pay is connected to your classification level.</p>
10.1 Production Trainees	<p>The effect of this clause is that the Company may employ up to 8 Production Trainees per year (or more by agreement with Workplace Representatives) following consultation with Workplace Representatives. Preference will be given to applicants who reside locally within the Biloela district, all other matters being equal. The rates of pay for trainees are set out in the clause as a percentage of the base hourly rate applicable to level 1 production employees. The percentage increases during the 24 month traineeship.</p>
11. Remuneration	<p>This clause sets out that Employees will be remunerated as follows:</p> <ul style="list-style-type: none"> • A Total Annualised Salary which is inclusive of Base Salary, Roster Allowance and Site Allowance under the Proposed Agreement; and • Payment for non-rostered hours, other applicable allowances and the Company's superannuation contributions. <p>Consistent with the current Agreement, employees are paid a salary to provide certainty and consistency in their pay. This means that you receive your salary in equal amounts each pay cycle, and only receive additional payments if you perform non-rostered overtime, work on non-rostered public holidays, are called back to work, attend for Company business on an RDO (unless the employee elects to receive time off in lieu), or are entitled to a separate allowance (e.g. first aid, electrical or emergency response allowance).</p>
11.1 Base Salary	<p>The effect of this clause is that Employees will be paid based on their classification level. The wage rates payable under the Proposed Agreement are set out in the clause. They should be carefully reviewed.</p> <p>Wage increases of 2% (from the operation date), 1.5% (12 months later) and 1.5% (on the 2nd anniversary) will apply over the life of the Proposed Agreement (to the base salary component of your total salary). Further, a one off 1% increase applies if the Proposed Agreement reaches its nominal expiry date prior to a replacement being agreed between the Company, the Employees and the Unions. What that means is that if the Proposed Agreement reaches its nominal expiry date (3 years after it commences operation) and no replacement agreement has been agreed between the Company, the Employees and the Unions, the base rate will increase by 1%.</p>
11.2 Roster Allowance	<p>These clauses set out what employees will be paid by way of a roster allowance for any additional hours contained within the roster, weekend work, shiftwork, the roster factor and public holidays worked as part of the roster.</p>
11.2.1 Rostered Overtime	<p>The roster allowance has been calculated taking into account the applicable components outlined in subclauses 11.2.1 to 11.2.5, being rostered overtime, weekend penalty, public holidays, shift penalty and roster factor.</p> <p>We recommend these provisions be carefully reviewed as they contain important matters with respect to your pay.</p>
11.2.2 Weekend Penalty	
11.2.3 Public Holidays	
11.2.4 Shift Penalty	
11.2.5 Roster Factor	
11.3 Site Allowance	<p>The effect of this clause is that Employees will be paid a weekly site allowance as set out in the clause.</p>

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11.4 Total Annualised Salary	As discussed in relation to clause 11 (above), this clause sets out that Employees will be paid a Total Annualised Salary which is inclusive of Base Salary, the roster allowance and the site allowance under the Proposed Agreement. This amount will then be divided by the number of pay periods within a calendar year and paid in accordance with this pay cycle including for all forms of paid leave. The Total Annualised Salaries that apply to the current rosters are contained in Appendix 1.
11.5 Relief Supervisor (Production Only)	The effect of this clause is that Employees may be required to perform a relief supervisor role if the supervisor is absent from the workplace. However, the employee will not be able to discipline Employees and will return to their usual position when their supervisor returns.
11.6 Non Rostered Overtime	This clause sets out that Employees are entitled to double time for all time worked in excess of rostered hours.
11.7 Working on non-rostered Public Holidays	This clause outlines that Employees are entitled to additional pay for public holidays that are not included as a working shift as part of their annual salary.
11.7.1 Christmas and Boxing Day	The effect of this clause is that Employees will not be required to work on Christmas and Boxing Day (being from the commencement of night shift on 24 December to the commencement of night shift on 26 December).
11.8 Call Back	This clause sets out that Employees will be paid for at least 4 hours' work at the appropriate overtime rate if they are recalled back to work after leaving the mine. However, Employees do not need to work the full 4 hours if the job is completed in a shorter period of time unless unforeseen circumstances arise.
11.9 Attendance for Company Business on Rostered Days Off	The effect of this clause is that attendance on Rostered Days Off (RDO) will be voluntary. Where an Employee attends on an RDO, payment will be in time off in lieu or payment at Total Annualised Salary rate.
11.10 First Aid Allowance	This clause sets out that Employees will be paid a first aid allowance of \$750 per year if they are requested by the Company and are prepared to obtain relevant qualifications and undertake first aid duties.
11.11 Electrical Licence Allowance	The effect of this clause is that Employees who are required to hold and maintain an electrical license will be paid an electrical licence allowance of \$1250 per year.
11.12 Emergency Response Team Allowance	This clause sets out that Employees in the Emergency Response Team will be paid an emergency response team allowance of \$750 per year.
11.13 Payment Details and Payroll Deductions	The effect of this clause is that Employees will be paid on a weekly basis at 1/52 of their Total Annualised Salary.
11.14 Superannuation Payments	This clause sets out that superannuation contributions will be made by the Company during the term of the Proposed Agreement. This clause deals with the Company's obligation to make superannuation contributions under legislative requirements or \$240 per week, whichever is higher.
11.15 Salary Sacrifice	The effect of this clause is that Employees may enter into a salary sacrifice arrangement in accordance with applicable legislation and relevant policies.
12.1 Rostered Ordinary Hours	The effect of this clause is that ordinary hours of work will be an average of 35 hours per week. As this is an average, in some weeks you may work more than 35 ordinary hours, and in some weeks less. Further, the total hours worked will be more than this, as you will be rostered to work some overtime hours which you are compensated for in your Annualised Salary.
12.2 Rostered Hours	This clause sets out that Employees may work reasonable overtime based on operational needs and safety of Employees. This clause outlines a process for the Company when varying existing rosters or hours of work, or introducing a different roster. This is a new process. The process is comprehensive and provides for substantial consultation and involvement of Workplace Representatives. The Company's reason for seeking

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	change will be supported by reference to KPIs and the success of the changed rostering arrangements will be measured against improvement in those KPIs. A different roster or change to hours of work can be introduced by agreement with a majority of affected employees. If there is no such agreement, a trial of the different roster or hours of work can be introduced after giving 28 days' notice. The trial will not exceed 4 months. After the trial, the different roster or hours of work can be introduced by agreement of the majority of affected employees. Absent agreement, further consultation with Workplace Representatives will occur. The different roster or hours of work can be implemented if the KPIs show an improvement during the trial against the previous 12 month averages for the same KPIs.
12.3 Change of Shift	The effect of this clause is that Employees will be required to move to a different position in their shift roster if they are given the relevant period of notice, which varies depending on whether the employee is a 5 Day Week Roster Employee, or a Weekend or 6 or 7 Day Roster Employee. Different arrangements may apply (including payment of overtime and penalties) depending on the circumstances.
12.4 Non Rostered Overtime	This clause sets out that the Company may request an employee to work reasonable non-rostered overtime, which will entitle Employees to crib breaks (see clause 12.6) and additional payment (see clause 11.6).
12.5 Starting and Finishing Places	The effect of this clause is that Employees will start and finish work at the workshop area (Engineering) and the muster area (Production), unless otherwise agreed by the Company and the Employee. If an Employee is required to relocate during their rostered shift for any reason the Company will provide transport, unless there is agreement with the Employee.
12.6 Crib Time	This clause sets out that Employees are entitled to crib room facilities to allow for an appropriate break from their normal duties. Crib rooms will be away from the work area where possible and Employees will have access to the facilities without interruption from Company representatives or technology located within the crib room, to allow for an appropriate break from their normal duties. Different crib room break times will apply depending on the duration of the shift. The breaks start when the Employee enters the crib room. Employees will not work more than 5 hours without taking a crib break. Employees may take a crib break to manage fatigue and will be required to notify their supervisor.
12.7 Ten Hour Break	The effect of this clause is that Employees will not work without having had 10 consecutive hours off duty between the work on successive days, without any loss of normal pay for work time which occurs during this absence. That means that if an employee has not had 10 consecutive hours off duty, their start time will be delayed until they have had 10 consecutive hours, but there will be no loss of pay.
13.1 Decision to Utilise (Contractors)	This clause provides that the Company can utilise contractors and OEMs, but is committed to the effective and efficient utilisation of the skills of the Employees. The decision to engage contractors will take into account four criteria, being operational efficiency, cost effectiveness, timeliness and the requirement for specialist skills. The Company will consult and keep Workplace Representatives informed of contract works.
13.2 Contractor Rates	The effect of this clause is that wages and conditions for employees of contractors will be regulated by the appropriate industrial instrument that is in place between the contractor and its employees. This clause does not have direct application to Employees covered by the Proposed Agreement.
14. Use of Production Supplementary Labour	This clause sets out that the Company may at its discretion utilise labour hire companies and shall require those employers to remunerate their Employees.
14.1 Decision to Utilise (Production Supplementary Labour)	The effect of this clause is that the Company shall utilise Supplementary Labour when it deems necessary. The decision to engage Supplementary Labour will take into account four criteria being operational efficiency, cost effectiveness, timeliness and the requirement for specialist skills. The Company will consult and keep Workplace Representatives informed of work to be performed by Supplementary Labour.
14.2 Production Supplementary Labour Rates	This clause sets out that wages and conditions for Supplementary Labour will be regulated by the appropriate industrial instrument that is in place between the provider and its employees. This clause does not have direct application to Employees covered by the Proposed Agreement.

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15.1 Consultation regarding major workplace change	<p>The Company recognises that certain major changes can have significant effects on employees. This clause imposes consultation obligations in relation to certain major changes that are likely to have a significant effect on employees. The Proposed Agreement outlines what are "significant effects", which include matters such as termination of employment, the alteration of hours of work, elimination of job opportunities, restructuring of jobs etc.</p> <p>If the Company has made a definite decision to introduce major changes that are likely to have a significant impact on employees, the Company must discuss these changes and relevant information about the changes with the affected employees and their representatives at the earliest practical opportunity.</p> <p>The Company will discuss the introduction of the changes, the effect that are likely to have on Employees, and measures to avert or mitigate the adverse effects of such changes on Employees. It will also give prompt consideration to matters raised by Employees in relation to the changes.</p>
15.2 Consultation about changes to rosters or hours of work	<p>It is recognised that sometimes changes made by the Company to Employees' regular rosters or ordinary hours of work, or crew can have a significant effect on Employees. This clause imposes an obligation on the Company to consult with relevant Employees and representatives, invite Employees to give their reviews and consider those views. The requirement to consult does not apply where an employee has irregular, sporadic or unpredictable working hours.</p>
16.1 Continuation of Work	<p>The effect of this clause is that disputes about any matters arising under the Proposed Agreement and in relation to the NES must be raised in accordance with this term. There is then a process that applies to seek to resolve the dispute. The parties will seek speedy resolution to grievances arising out of the application of this Agreement and will not unreasonably hinder genuine endeavours for the speedy resolution of a grievance. This clause sets out that work will continue while the dispute is being resolved under this process.</p>
16.2 Procedure	<p>Parties are entitled to representation under the dispute settlement procedure. Ultimately, the dispute may be arbitrated by the Fair Work Commission if the dispute remains unresolved after discussions and conciliation. The introduction of the ability to access arbitration before the Fair Work Commission has been introduced in this Agreement. The procedure now has timeframes imposed to ensure matters can be addressed expeditiously.</p>
17.1 Recognised Public Holidays	<p>This clause outlines the current public holidays, noting that the recognised public holidays shall be the days gazetted from time to time as public holidays, which are generally observed by the public as public holidays in the State of Queensland. In relation to Christmas Day and Boxing Day, Christmas Day commences at 6.00pm on 24 December. Christmas Day and Boxing Day is the period of 48 hours from that time.</p>
17.2 Transfer of Recognised Public Holidays	<p>The effect of this clause is that the Company and the majority of Employees affected may agree to observe any holiday other than on the days prescribed. In that case, the actual public holiday will become an ordinary working day, and the agreed day shall become the public holiday for the purpose of the Proposed Agreement.</p>
17.3 Payment	<p>This clause sets out that public holiday pay is included in the Total Annualised Salary. That means you do not receive additional pay if you work on a public holiday – you are already compensated for it in your Annualised Salary.</p>
17.4 Notice of Public Holidays to be Worked	<p>The effect of this clause is that Employees rostered to work on public holidays will work all public holidays for which they are rostered, except Christmas Day and Boxing Day.</p>
18. Leave	<p>This clause sets out that Employees are required to notify the Company of any intended absence from work as soon as possible and at least prior to the start of the first shift missed for all forms of leave.</p>
18.1.1 Accrual	<p>The effect of this clause is that Employees who work 7 day rosters, which require work on public holidays, and include no less than 272 ordinary hours per year on Sundays, are entitled to 210 hours (or 6 weeks) of annual leave per year. Employees who work all other rosters are entitled to 175 hours per year (5 weeks). Annual leave accrues on a pro rata basis for each 12 months' of continuous service with the Company.</p>
18.1.2 Deductions from Accruals	<p>This clause sets out that the ordinary hours of all shifts on annual leave will be deducted from the Employee's annual leave accrual.</p>

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18.1.3 Time of Taking Leave	This clause outlines a procedure in relation to applications for annual leave. These new provisions are intended to provide greater certainty to Employees and the Company around managing leave requests particularly at peak holiday periods such as Easter and Christmas. Annual leave will be taken with the approval of the Employee's supervisor and will be approved unless the Company will be adversely affected by the granting of leave at the time. It is acknowledged that applications for annual leave will not be unreasonably refused.
18.1.4 Public Holiday Falling During Period of Leave	The effect of this clause is that leave will be deducted, except for Christmas Day and Boxing Day, for Employees whose roster and remuneration includes work on public holidays, and if public holidays fall within such Employee's annual leave. Further, leave will not be deducted for those public holidays for Employees whose roster and remuneration does not include work on public holidays, if public holidays fall within such Employee's annual leave.
18.1.5 Payment on Termination of Employment	This clause sets out that an Employee's untaken hours of annual leave will be paid out at Total Salary rate on termination of employment. For termination of employment due to retirement or ill health, the annual leave pay-out will be increased to include the additional amount of annual leave, and long service leave that would have accrued should they have continued to have remained employed for the extent of their accrued annual leave and long service leave owing at the time of their retirement.
18.1.6 Annual Leave Management	The effect of this clause is that an Employee's annual leave entitlement shall not exceed more than 2 years' entitlement unless otherwise agreed. To assist with annual leave management and clarity on leave availability, Employees will have access to a leave rolling roster spreadsheet and annual leave quotas.
18.1.7 Shutdowns	This clause sets out that Employees will be given at least 4 weeks' notice when the Company decides to shut down all or part of the mine operation and requires the Employee to take annual leave.
18.1.8 Payment	The effect of this clause is that payment for a period of annual leave will be the greater of the Employee's Total Annualised Salary for the period or the Base Salary rate plus 20% loading for the period.
18.2 Personal/Carer's Leave	<p>This clause sets out that personal/carers leave is accessible:</p> <ul style="list-style-type: none"> • If the employee is not fit for work because of a personal illness or personal injury; or • To provide care or support to a member of the Employee's immediate family or household who requires such care or support because of a personal illness or personal injury affecting the member, or an unexpected emergency affecting the member; or • For 1 shift to attend a funeral of a close personal friend.
18.2.1 Amount of Personal/Carer's Leave	The effect of this clause is that on the commencement of employment, and on each anniversary date of the employment, an Employee will be credited with 105 personal/carers leave hours. Where an employee has used all of their personal/carers leave entitlement and continues to be absent for a genuine reason/s, the Company can request additional proof of illness. In these circumstances, employees may also be able to access unpaid personal/carers leave, annual leave or long service leave.
18.2.2 Notification	Employee must give the Company notice of the taking of personal/carers leave as soon as practicable, and must advise the Company of the period or expected period of the leave.
18.2.3 Deductions from Accruals	The effect of this clause is that any personal/carers leave taken will be deducted from the Employee's personal/carers leave entitlement on an hourly basis, according to the number of ordinary hours taken.
18.2.4 Proof of Illness or Injury	This clause sets out that a medical practitioner's certificate is required for all personal/carers leave for more than 2 consecutive rostered shifts. Further, failure to supply a medical practitioner's certificate may result in disciplinary action. Where the Company can establish that an Employee has set a pattern of absenteeism by the use of payroll records, the Company may request evidence that would satisfy a reasonable person that the absence from work was on

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	account of a genuine reason. Where evidence of an absence is required it may be in the form of a medical practitioner's certificate, a chemist certificate or statutory declaration.
18.2.5 Payment on Termination of Employment	The effect of this clause is that on resignation, retrenchment or retirement accrued personal/carer's leave hours up to and including 350 hours will be paid out at the Base Hourly Rate. In circumstances of retirement or ill health, the personal/carer's leave pay-out will be increased. On termination other than for misconduct accrued personal/carer's leave hours over and above 350 hours will be paid out at the Total Annualised Salary rate.
18.2.6 Salary Sacrifice Arrangements	This clause sets out that prior to each anniversary date, an Employee who has an existing personal/carer's leave entitlement of 350 hours or more personal/carer's leave, can elect to transfer the total personal/carer's leave entitlement for the coming calendar year to their superannuation fund.
18.2.7 Payout of Personal/Carer's Leave Entitlement	The effect of this clause is that the Company may approve an Employee's application for a lump sum payment of personal/carer's leave entitlement provided their remaining personal/carer's leave balance is not less than 350 hours and the payment is not contrary to the Company's commercial interests.
18.3 Pressing Domestic Leave	This clause sets out that an Employee absent from work because of a family crisis that has occurred immediately prior to, or during the Employee's shift, will be entitled to leave of up to 1 day on each occasion without loss of pay or leave entitlements.
18.4 Parental Leave	The effect of this clause is that Employees are entitled to parental leave in accordance with the <i>Fair Work Act 2009</i> (Cth). After 12 months continuous service, Employees are entitled to a total of 52 weeks of unpaid parental leave in relation to the birth or adoption of their child. Further, the Company will pay an Employee at their Total Annualised Salary rate for 1 week of their parental leave.
18.5 Compassionate Leave	This clause sets out that an Employee is entitled to a leave of absence not exceeding 2 days on each occasion without loss of pay or debit to any accrued entitlements, when a household or family member contracts or develops an injury or illness that poses a serious threat to their life or dies.
18.6.1 Amount of Long Service Leave	The effect of this clause is that an Employee shall accrue long service leave at the rate of 13 weeks for each 8 years of continuous service in the coal mining industry.
18.6.2 Continuous Service	This clause determines what constitutes 'continuous service' for the purpose of the long service leave entitlement. This is an important term for the purpose of your long service leave entitlement.
18.6.3 Time of Taking Leave	The effect of this clause is that Employees must provide 28 days' notice to the Company to take long service leave, unless otherwise agreed. Long service leave can be taken if the operations of the mine will not, in the opinion of the Company, be adversely affected by the granting of the leave at that time.
18.6.4 Payment	This clause sets out that payment for a period of long service leave will be at the Total Annualised Salary rate and made as a part of the Employee's normal pay.
18.6.5 Public Holidays Falling During Leave	The effect of this clause is that leave will be deducted except for Christmas Day and Boxing Day, for Employees whose roster and remuneration includes work on public holidays, and if public holidays fall within such employee's long service leave. However, the leave will not be deducted for those public holidays for Employees whose roster and remuneration does not include work on public holidays, if public holidays fall within such Employee's long service leave.
18.6.6 Payment on Termination of Employment	This clause sets out that Employees who have accumulated a minimum of 13 weeks long service leave will be entitled to such payment on termination at the Total Annualised Salary. Employees whose employment is terminated by statute, ill health (by the Company) or death will be entitled to accrued but untaken long service leave at Total Annualised Salary.

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18.6.7 Credit for Prior Service	The effect of this clause is that Employees who were terminated through severance or retrenchment and had a long service leave entitlement will be given credit for prior service upon reemployment with the Company under the Proposed Agreement.
18.6.8 Retrenchment – Payment When More Than Six Years Service	This clause sets out that in certain circumstances relating to slackness of trade, age or death, a retrenchment payment may be applicable for an Employee who has a minimum of 6 completed years of service.
18.7 Community Services & Jury Service Leave	The effect of this clause is that Employees are entitled to community service leave and jury service leave in accordance with this provision. The leave payment will be the difference between the Employee's Total Annualised Salary Rate and the payment from the Defence Force or Community Service upon provision of the appropriate documentation. An Employee required to attend jury service will be reimbursed the difference between their Total Annualised Salary rate and the jury fees paid, upon provision of the appropriate documentation.
18.8 Leave to deal with Family and Domestic Violence	This new clause deals with family and domestic violence leave, and reflects the provisions in the Award.
18.8.3 Entitlement to unpaid leave	The effect of this clause is that Employees are entitled to up to 5 days unpaid leave per year if they experience family and domestic violence.
18.8.4 Taking unpaid leave	This clause sets out that Employees may take unpaid leave if they are experiencing family and domestic violence, or need to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
18.8.5 Service and continuity	The effect of this clause is that the time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.
18.8.6 Notice and evidence requirements	This clause sets out that an Employee must give the Company notice of the taking of leave. The notice must be given as soon as practicable and the Employee must advise the Company of the period or expected period of the leave. An Employee who has given the Company notice of the taking of leave must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified.
18.8.7 Confidentiality	The effect of this clause is that the Company must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided is treated confidentially, as far as it is reasonably practicable to do so.
18.8.8 Compliance	This clause sets out that an Employee is not entitled to take leave under this clause, unless the Employee complies with this clause.
19. Inclement Weather	<p>This new clause outlines the arrangements regarding Inclement Weather, including for when Employees' are prevented from getting to site, when Employees cannot attend work, when there is no access by road to hospital facilities and where the indications are that the access to Employees usual place of residence will be cut off by Inclement Weather. Where Employees are prevented from getting to Site by Inclement Weather conditions, and where training/information/workshops sessions can be arranged by the Company at an alternative work location (not a personal residence), Employees will be required to attend. If Company training is not arranged, Employees rostered for work will receive no loss of earnings or entitlements.</p> <p>Employees rostered for work will incur no loss of earnings or entitlement for the time at which they were delayed in arriving to work due to Inclement Weather.</p> <p>In the case where the Employee cannot attend work for any duration of their rostered shift, the Employee will be able to access any suitable leave entitlements</p>

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	When there is no access by road to hospital facilities due to Inclement Weather, Employees will not be required or allowed to work in the field or in the workshop or in the CHP, but will be occupied with low risk work (e.g. training) or will sit out the time until the conditions allow for a normal return to work. Employees will be paid in full in such cases. Payment will not extend beyond the end of that shift.
20. Workers' Compensation	The effect of this clause is that workers' compensation shall occur in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003</i> , provided that where an Employee is unable to attend work due to a work related injury, and is participating in any required rehabilitation or medical assessment processes, the Company will remunerate the Employee in accordance with their Total Annualised Salary. Employees are required to notify the Company of any intended absence from work on Workers' Compensation as soon as possible and at least prior to the start of the first shift missed.
21.1 Separation Process	This clause sets out the process in situations where the Company is reducing the number of Permanent Full Time Employees. It does not deal with the circumstances in which Contractors or Supplementary Labour can be engaged – that is dealt with in clauses 13 and 14 as explained above. Where numbers cannot be reduced to the required level through natural attrition, the Company is required to first remove Contractor labour provided the Company has Employees who can perform the task being performed by Contractors. In the Production Department, the Company must first reduce Production Supplementary Labour. Then, in either department, the Company must apply an appropriate voluntary redundancy scheme provided that the Company has the right to determine whether to accept applications for voluntary redundancy in order to retain appropriate levels of skill and experience. The Company shall then consult with Workplace Representatives before implementing separation arrangements such as forced redundancies.
21.2 Payment	This clause outlines the separation payment, which includes notice of termination and a retrenchment payment based on years of completed service (3 weeks per year of service). Employees will no longer be entitled to a transition allowance of \$7,000 where they are made redundant. Further, an Employee will not be entitled to a separation payment if the Company causes to be made available employment in the area, the alternative employment is on the same or substantially the same terms and conditions, the new employer recognises leave entitlements and service with the Company, and the Employee accepts alternate employment.
21.3 Ex-gratia payment	This clause sets out that an Employee whose employment is terminated due to injury, ill health or death, and who does not have a common law Workcover claim against the Company, will be paid an ex-gratia payment of \$15,000 net.
22.1 Workplace Representatives	The effect of this clause is that an Employee who is elected as a representative shall be recognised as an elected Workplace Representative for matters related to the operation and replacement of this Agreement.
22.2 Communication Meetings	This clause sets out that each Union shall be entitled to 12 paid communication meetings. An authorised Company representative must approve the timing and duration of these meetings (which can be up to 3 hours). The Union will endeavour to provide coverage to operate and provide breakdown coverage for the essential critical mining equipment for Dragline, Coal Handling Plant and Train Loadout Operations.
22.3 Leave	The effect of this clause is that leave to attend matters pertaining to the role of the Workplace Representative must be authorised by the relevant department manager. Subject to the appropriate authorisation, the CFMMEU, AMWU and CEPU will each have access to 16 paid days (i.e. Total Annualised Salary rate) each calendar year to attend to bona fide workplace matters. The 16 days are applicable to each union, not each Workplace Representative. For example, CFMMEU Workplace Representatives have 16 days accessible between them. Where the sixteen (16) days have been exhausted, Workplace Representatives will be able to access Unpaid Leave to attend to Bona Fide workplace matters, this leave shall not be unreasonably refused.
22.4 Notice Boards	This clause sets out that notice boards will be provided by Callide Mine for Union notices in accordance with the clause.

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23. Work Clothing	The effect of this clause is that Callide Mine shall supply at no cost to Employees working clothes, safety boots and prescription glasses as set out in the clause. Work clothing shall be supplied by April each year, which is a new requirement. Damaged items shall be replaced on a wear and tear basis.
24. Individual Flexibility	This clause sets out that the Company and Employees can enter into an individual flexibility arrangement (IFA) to vary certain terms of the Proposed Agreement. If Employees agree to an IFA, the terms of the IFA will vary particular terms of the Proposed Agreement as set out in the IFA. The IFA will also be taken to be a term of the Proposed Agreement in relation to the Employee and their employment.
Appendix 1 - Base Salaries, Roster Allowances, Site Allowances & Total Salaries	This Appendix sets out updated figures for remuneration which you should review carefully.
Appendix 2 – Minor Maintenance Activities	This Appendix sets out what constitutes "minor maintenance activities". Note that Production Employees shall not engage in Engineering duties, other than in relation to Minor Maintenance Activities as defined in Appendix 2.