



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Coal Services Pty Ltd
(AG2022/2376)

COAL SERVICES ENTERPRISE AGREEMENT 2022

Coal industry

COMMISSIONER SPENCER

BRISBANE, 3 AUGUST 2022

Application for approval of the Coal Services Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Coal Services Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Coal Services Pty Ltd (the Applicant). The Agreement is a single enterprise agreement.

[2] Subject to matters that have been addressed by way of an undertaking, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted an undertaking from the employer. In accordance with ss.191(1) and 201(3) of the Act the undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached to the Agreement.

[4] The Community and Public Sector Union, NSW Branch (CPSU) and the Australian Nursing and Midwifery Federation, NSW Branch (ANMF), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 August 2022. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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Coal Services

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Coal Services Enterprise Agreement 2022



Table of Contents

Application and Operation	4
1. Title of Agreement	4
2. Parties for Coverage	4
3. Date and Operation	4
4. Definitions used in this Agreement.....	4
5. Relationship with other Agreements.....	6
Dispute Resolution	7
6. Dispute Resolution.....	7
7. Individual Flexibility	8
Employment	9
8. Employment Arrangements	9
9. Probationary Employment.....	10
Payment of Salaries and Superannuation	10
10. Salary Increases.....	10
11. Merit Based Increases / One-off Bonus	11
12. Superannuation	11
13. Additional Employer Contribution – Superannuation	12
14. Trainees	12
15. Workers Compensation and Accident Pay	12
Special Rates and Allowances	13
16. Higher Duties Allowance	13
17. Travelling Expenses	14
18. Use of Private Motor Vehicle for Business Purposes	14
19. Away Allowance	14
20. Out of Core Hours Allowance.....	15
21. On Site Industry Allowance.....	15
22. On Call Allowance	15
23. Shift Penalty Rates	15
24. Financial Assistance for Relocation	16
Hours of Work and Related Matters	16
25. Core Hours of Work	16
26. Hours of Work.....	17
27. Meal Breaks.....	17
28. Rostering.....	17
29. Arrangement of Shifts	17
30. Split Shifts.....	18
31. Cancellation of Shift.....	19
32. Flexible Working Hours.....	19
33. Time in Lieu	20
34. Overtime	21
35. Minimum Rest Period	22
36. Managing Change/Consultation.....	23
Termination/Leaving.....	25
37. Redundancy	25
38. Termination of Employment/Leaving Coal Services	26



39. Ending Employment by Notice 26

Public Holidays and Leave 26

40. Public Holidays 26

41. Additional Company Holiday 27

42. Annual Leave 27

43. Annual Leave Loading 28

44. Additional Purchased Leave 29

45. Cashing out Annual Leave 29

46. Personal Leave 30

47. Family and Emergency Leave 31

48. Long Service Leave 32

49. Payment of Long Service Leave on Termination 32

50. Compassionate Leave 33

51. Trade Union Rights 33

52. Jury Service 34

53. Court Attendance Leave 34

54. Other Community Service Leave 34

55. Volunteer Leave 35

56. Defence Service Training Leave 35

57. Domestic Violence Leave 36

58. Blood Donations 37

59. Leave without Pay 37

60. Career Breaks 38

61. Parental Leave 39

62. Keeping in Touch Arrangements during Parental Leave 40

63. Casual Employment during Parental Leave 40

64. Training 40

65. Professional Development 40

66. Professional Memberships, Registrations and Accreditations 40

67. Study Leave 41

Secure Employment 41

68. Secure Employment 41

Safety 43

69. Protective Clothing 43

Classifications and Salary Bandings 44

70. Classifications 44

71. Salary Bandings 48

72. Classification Framework 51

73. Classifications Committee/Staffing Principles 61

Allowance Table 61

Signatories 62

Application and Operation

1. Title of Agreement

1.1. This Enterprise Agreement is called the *Coal Services Enterprise Agreement 2022*.

2. Parties for Coverage

2.1. This Agreement sets out terms and conditions of employment for employees in the classifications specified in clause 70.

2.2. The parties bound by this Agreement are:

- a) All employees of Coal Services Pty Ltd (ABN: 98 099 078 234) employed within the classifications of this agreement (employees);
- b) Coal Services Pty Limited ABN 98 099 078 234 (Coal Services);
- c) The NSW Nurses and Midwives' Association and Australian Nursing and Midwifery Federation NSW Branch;
- d) The Community and Public Sector Union (CPSU) SPSF Group NSW Branch

2.3. Unless expressed otherwise in this Agreement, all clauses will apply to employees covered by this Agreement.

2.4. This Agreement does not apply to the Managing Director/CEO of Coal Services.

3. Date and Operation

3.1. This Agreement is effective seven (7) days after its approval by the Fair Work Commission, with a nominal expiry date of 30 June 2024 and remains in force until terminated or replaced.

3.2. No term of this Agreement will operate to exclude the National Employment Standards (NES) or any provision of the NES.

4. Definitions used in this Agreement

For the purpose of this Agreement:

4.1. **Agreement or Coal Services Agreement** means *Coal Services Enterprise Agreement 2022*.

4.2. **Base rate of pay** means the rate of pay payable to the employee for their ordinary hours of work, but not including any of the following:

- a) incentive based payments and bonuses;
- b) loadings;
- c) monetary allowances;
- d) overtime and penalty rates;
- e) any other separately identifiable amounts.

Base rate of pay refers to the actual rate paid to the employee, which may be in excess of the minimum salaries in clause 71.

- 4.3. **Business Unit** means a defined group of employees within the organisation structure (e.g. team, division and department).
- 4.4. **Carer's responsibilities** means to provide care or support to a member of an employee's immediate family or a member of an employee's household, who requires support because of a personal illness or personal injury or an unexpected emergency, as provided in clause 46 of this Agreement.
- 4.5. **Coal Services** means Coal Services Pty Limited, ABN 98 099 078 234, registered office: Level 21/44 Market Street, Sydney, NSW 2000.
- 4.6. **Consultation** means the sharing of relevant information with employees and the Unions. Employees and the Unions are given the opportunity to express their views before decisions are implemented. The views of employees and the Unions are valued and taken into account by Coal Services.
- 4.7. **Consumer Price Index (CPI)** For the purpose of clause 10, Salary Increases, CPI will specifically mean the 'All groups CPI' percentage change (weighted average of eight capital cities) from the March quarter of the first year to the March quarter of the following year (e.g. March 2021 to March 2022) – as published by the Australian Bureau of Statistics (ABS).
- 4.8. **CS Health Professionals** includes at the time of this agreement but is not limited to Nurses, Drug & Alcohol Technicians, Doctors, Occupational Therapists, Physiotherapists, Rehabilitation Counsellors and Consultants, Exercise Physiologists, Psychologists and Massage Therapists.
- 4.9. **Employee** means any person employed by Coal Services who is working within one of the classifications covered by this agreement. For clarity this does not include the Managing Director/CEO. This agreement will cover all employees in created new positions and any new classifications considered in the Classification Committee set up under this enterprise agreement.
- 4.10. **FWA** means the *Fair Work Act 2009*, as amended or replaced from time to time.
- 4.11. **Line Manager** means the manager of a business unit within Coal Services.
- 4.12. **HR** means Human Resources.
- 4.13. **Immediate Family** means family, which includes but is not limited to:
- a) A spouse or partner (including a former spouse, a de facto partner or a former de facto partner and same gender partner);
 - b) A child or adult child (including an adopted child, foster child, stepchild, a child of a former spouse, or a child for whom the employee is a legal guardian or equivalent);
 - c) A parent (including a foster parent, parent-in-law, or legal guardian), a grandparent, a grandchild or a sibling of the employee, or the employee's spouse, nieces and nephews;

- d) A person who lives in an employee's household and/or a person for whom the employee has been nominated as a carer by a medical or welfare professional;
- e) Coal Services recognises there may be definitions of "immediate family" not recognised in this agreement, but due to wider kinship and family networks may be considered appropriate for the taking of personal leave. Where an employee holds such kinship (community tie) or family networks they may apply in writing to their manager to avail themselves of personal leave. Coal Services will consider all such applications on a case by case basis.

4.14. **Manager** means a direct supervisor or manager.

4.15. **NES** means the National Employment Standards set out in the FWA, as amended or replaced from time to time.

4.16. **Redundancy** means a situation where Coal Services has made a decision that it no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

4.17. **Total Remuneration Package (TRP)** represents the guaranteed total value for a job expressed as a single cash amount. TRP is calculated on an annual basis.

The employee's TRP is the sum of the following components, unless otherwise agreed, but not limited to:

- a) base rate of pay
- b) all (employer and employee) superannuation contributions
- c) motor vehicle, where applicable
- d) annual leave loading
- e) other fixed benefit items including fringe benefits tax (FBT), where applicable.

The total remuneration package will absorb any increases to the employer's compulsory Superannuation Guarantee Contribution (SGC).

Employees earning an annual base salary of \$100,000 and over may be subject to salary packaging upon commencement or transfer.

4.18. **Trainee** means persons employed under an apprenticeship registered with the NSW Department of Education and Communities. Unless expressed otherwise in this Agreement, reference to employees includes trainees.

4.19. **Union** in this Agreement means and refers to the NSW Nurses and Midwives' Association and Australian Nursing and Midwifery Federation NSW Branch and the Community and Public Sector Union (CPSU) SPSF Group NSW Branch.

5. Relationship with other Agreements

5.1. This Agreement covers the terms and conditions of employment for employees of Coal Services who are employed in the classifications as set out in this Agreement at clause 70 and will include any new positions created by Coal

Services and any classifications considered as part of the Classification Committee to be set up under this agreement – see clause 73.

- 5.2. Once approved by the Fair Work Commission, this Agreement rescinds and replaces all other collective agreements, whether registered, certified or not and will operate in place of and to the exclusion of any other collective industrial instrument (including any relevant modern award as amended, replaced or superseded from time to time) that might otherwise apply to the employees who are parties to this Agreement.
- 5.3. This Agreement is the only source of authority for matters covered by this Agreement and therefore no oral explanation or information between the parties and employees covered by the Agreement will:
 - a) Affect the meaning or interpretation of this Agreement; or
 - b) Constitute any collateral agreement, warranty or understanding between Coal Services and the parties covered by this Agreement.
- 5.4. Coal Services and its employees agree not to pursue any extra claims in relation to this Agreement whatsoever during the nominal term of this Agreement.

Dispute Resolution

6. Dispute Resolution

- 6.1. If a dispute relates to:
 - a) a matter arising under the agreement; or
 - b) the National Employment Standards;

This term sets out procedures to settle the dispute.

- 6.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 6.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 6.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 6.5. The Fair Work Commission may deal with the dispute in two (2) stages:
 - a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, either party may, refer the matter to the Fair Work Commission to:
 - i. arbitrate the dispute; and

- ii. make a determination that is binding on the parties.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

6.6. While the parties are trying to resolve the dispute using the procedures in this term:

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

6.7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

7. Individual Flexibility

7.1. An employer and employee covered by this enterprise 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 (1) or more of the following matters:
 - i. Arrangements about when work is performed;
 - ii. Overtime Rates;
 - iii. Penalty Rates;
 - iv. Allowances;
 - v. Leave Loading; and
- b) The arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph a; and
- c) The arrangement is genuinely agreed to by the employer and employee.

7.2. The employer must ensure that the terms of the individual flexibility arrangement:

- 7.2.1. are about permitted matters under section 172 of the Fair Work Act 2009; and
- 7.2.2. are not unlawful terms under section 194 of the Fair Work Act 2009; and
- 7.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.

- 7.3. The employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i. the terms of the enterprise 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
 - iv. states the day on which the arrangement commences.
- 7.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5. The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the employer and employee agree in writing -at any time.

Employment

8. Employment Arrangements

- 8.1. Prior to commencing employment with Coal Services, employees will be advised by Coal Services of their employment status. This involves confirming whether they are to be employed as a:
- a) Full-time employee: means an employee employed on a permanent basis whose ordinary hours of work are defined in clause 26.
 - b) Part-time employee: means an employee employed on a permanent basis and works less than the ordinary hours of a full-time employee.
 - c) Casual employee: means an employee engaged by the hour and paid a loading in lieu of personal leave and annual leave for which a casual employee is not eligible.
 - d) Fixed term employee: fixed term employment may be full-time or part-time and means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment. Fixed term employment is not to be used as a substitute or alternative to permanent employment. Fixed term employment will only be offered in the following circumstances:
 - i. **Specific Task or Project:** will specify the circumstance(s) or contingency relating to a specific task or project upon the occurrence of which the term of employment, expires (specific task or project shall mean a definable work activity which has a starting time, and which is expected to be completed within an anticipated timeframe).
 - ii. **Replacement employee:** is defined as an employee undertaking the work or activity replacing another employee for a defined period of time

covering an employee on authorised leave, or temporarily performing the duties of a vacant position which Coal Services has made a definite decision to fill.

- iii. End of Fixed Term Employees appointed for a fixed term shall be advised in writing with a minimum of 4 weeks' notice if their fixed term of employment will end the employee's services with Coal Services or a further extension of the fixed term being offered.

9. Probationary Employment

- 9.1. The employment of all new employees, other than casual employees, will be subject to a probationary period of three (3) months. The probationary period begins on an employee's first day of employment with Coal Services.
- 9.2. During the probationary period, work performance will be reviewed and assessed to determine if it meets the required standards. If it does not meet the required standards action may be taken which may include training, counselling, discipline, extension of the probationary period up to a further three (3) months or termination of employment.
- 9.3. During the probationary period employment may be terminated by either party by giving one (1) weeks' notice or, in the case of Coal Services, by giving payment in lieu of notice.
- 9.4. Prior to the completion of the probationary period, Coal Services will decide and notify the employee in line with their contract, whether their employment is confirmed, the probationary period is extended, or their employment is terminated.

Payment of Salaries and Superannuation

10. Salary Increases

- 10.1. All employees will be paid at least the minimum salaries allocated for their classification level as set out in clause 71.
- 10.2. Upon commencement of employment, employees will receive notification from Coal Services outlining the employee's starting salary and the frequency and method of payment.
- 10.3. Salary increases will be applied to the employee's base rate of pay or total remuneration package depending on their pay arrangement at the date of the approved increase:

Salary Instalment	Rate of Salary Increase	Effective Date of Salary Increase
First	3% or CPI (whichever is greater)	1 July 2022
Second	3% or CPI (whichever is greater)	1 July 2023

- 10.4. Employees not on a total remuneration package arrangement will have increases applied to the actual base rate of pay they receive immediately prior to the

effective date. The actual rates may be in excess of the minimum salaries in clause 71.

- 10.5. Allowances within this Agreement, unless otherwise stated, will increase in accordance with the percentage salary increases as scheduled above.

11. Merit Based Increases / One-off Bonus

- 11.1. Coal Services may in its discretion agree to provide an employee with merit-based salary increases or one-off bonus payment in excess of those in sub-clause 10.3.
- 11.2. Merit based salary increases and one-off bonus payments are designed to acknowledge outstanding performance and/or employees that gain additional skills, experience, and knowledge over time and therefore make an increased contribution to Coal Services.
- 11.3. The process and documentation generated through the Coal Services Performance Review and Development (PRD) process of this Agreement will assist in management's decisions in relation to any merit-based salary increases and one-off bonus payments.
- 11.4. Outstanding performance will be regarded as performance that is considered to be well above and beyond the normal job requirements. It is performance that can be readily and fairly differentiated from the normal appropriate level of performance expected in the position and may involve, but is not limited to, one or more of the following elements:
- a) innovation;
 - b) initiative;
 - c) exceptional productivity and/or effort;
 - d) demonstrated client satisfaction; and
 - e) leadership.

12. Superannuation

- 12.1. Coal Services will pay superannuation in accordance with relevant legislation at the minimum level required.
- 12.2. For employees who are paid a Total Remuneration Package, any increases to the Superannuation Guarantee Contribution (SGC) will be absorbed into the Total Remuneration Package amount.
- 12.3. Superannuation contributions shall be paid into a complying fund of the employee's choice or, if the employee does not specify a fund, into the default fund nominated by Coal Services, being a fund that offers a MySuper product or is an exempt public superannuation scheme.
- 12.4. **Salary Sacrifice – Superannuation**
Coal Services and an employee may enter into an agreement to sacrifice a part

of their salary for the purpose of the employee making additional superannuation contributions.

13. Additional Employer Contribution – Superannuation

- 13.1. This provision does not apply to casual employees or those who are employed under a Total Remuneration Package arrangement.
- 13.2. An employee can enter into an arrangement with Coal Services to make additional Superannuation contributions either pre or post tax and Coal Services will contribute at the rate of 1.9 times the employee's contribution in accordance with the following guidelines:
 - a) For employees employed by the former Joint Coal Board (JCB) prior to 13 April 1993, Coal Services will contribute an amount up to a maximum of 4.9% of the employee's base rate of pay.
 - b) For employees employed by the JCB or Coal Services after 13 April 1993, Coal Services will contribute an amount up to a maximum of 2.4% of the employee's base rate of pay.
- 13.3. The Coal Services contributions, as stated above, will apply in addition to the compulsory Superannuation Guarantee Contribution (SGC).
- 13.4. Employee contributions can be any fixed dollar amount however, Coal Services contributions cease when the maximum contribution level is reached.
- 13.5. It is the responsibility of the employee to manage their own salary sacrifice arrangements as well as any additional Coal Services contributions.

14. Trainees

- 14.1. The maximum payment to an employee engaged as a trainee at classification level 1 will be a percentage of the amount that would be received by the equivalent classification as follows:

16 years or less	50 per cent
Aged 17 years	60 per cent
Aged 18 years	70 per cent
Aged 19 years	80 per cent
Aged 20 years	90 per cent
Aged 21+ years	100 per cent

15. Workers Compensation and Accident Pay

- 15.1. An employee receiving weekly payments under the Workers Compensation Act will receive accident make up pay.
- 15.2. The amount of accident make up pay will be the amount necessary to ensure that the employee continues to be paid as provided for in their contract of employment.

- 15.3. Accident make up pay will not be paid for any period of incapacity of the employee during the first two (2) weeks of employment with Coal Services.
- 15.4. Accident make up pay will not be paid or, if being paid, will cease to be paid if an employee refuses to submit to or obstructs an examination by a qualified medical practitioner.
- 15.5. Accident make up pay will be paid for a maximum period of 52 weeks for any one injury.
- 15.6. Where there is a commutation of weekly workers compensation payments by payment of a lump sum or where the employee obtains a verdict for damages or is paid an amount in settlement of any claim for damages, no further payments of accident make up pay will be made.
- 15.7. Pending the determination of a claim made by an employee for workers compensation the employee may take available personal leave. If the claim is determined in favour of the employee, the personal leave so taken will be restored to the credit of the employee.
- 15.8. An employee who is receiving workers' compensation payments and has exhausted the accident make up pay entitlement may continue to be paid for personal leave credit to replace the accident make up payments.

Special Rates and Allowances

16. Higher Duties Allowance

- 16.1. An employee who is agreeable and appointed to temporarily perform all of the duties of a higher classified position will receive payment of a higher duties allowance at the higher classification rate, or an agreed higher rate as determined by the manager.
- 16.2. An employee on a classification level below the level of the position being covered, will receive a higher duties allowance equivalent to the minimum salary level provided in clause 71 of the classification range for the position being covered.
- 16.3. An employee who has been in receipt of a higher duties allowance for more than one (1) month will be paid this allowance for all paid leave taken during that period.
- 16.4. An employee who has been working in a higher duties capacity for a period in excess of twelve months who retires, resigns or is retrenched by Coal Services will receive payment for accrued leave entitlements at the higher rate of pay on termination of employment.
- 16.5. Where an employee (in receipt of a higher duties allowance) works on a public holiday, the relevant overtime rate will be applied to the higher duties allowance for time worked on that day.

- 16.6. No higher duties allowance will be paid if the period of higher duties is less than five (5) working days, which includes a standard day for a part-time employee.
- 16.7. A part-time employee must fill the higher classified position for at least half the time the position would be filled by the usual occupant to be eligible for higher duties.
- 16.8. Part-time employees who become eligible for the higher duties allowance will receive a pro rata amount according to their hours worked.

17. Travelling Expenses

- 17.1. An employee will be reimbursed the cost of reasonable accommodation and other travel expenses for travel on duty within Australia. An employee is entitled to a cash advance towards travel expenses that the employee has to pay.
- 17.2. An employee will be paid a meal allowance for meals while the employee is travelling on duty within Australia.
- 17.3. The allowance will not be paid when the meal is provided at no cost to the employee as an incident of the travel or, for lunch when an overnight stay is not involved in the travel.
- 17.4. The meal allowance rates will be paid in accordance with Australian Taxation Office (ATO) rates.
- 17.5. An employee will be paid an incidental expenses allowance in accordance with ATO rates for each overnight stay while travelling on duty in Australia.

18. Use of Private Motor Vehicle for Business Purposes

- 18.1. The Line Manager may authorise an employee using the employee's private motor vehicle for Coal Services' business where a company vehicle is not available.
- 18.2. An employee will be paid for use of a private motor vehicle on Coal Services' business in accordance with the Australian Taxation Office (ATO) rates.
- 18.3. The Line Manager may approve a further payment if the employee can show that a payment under the ATO scale is insufficient to meet expenses.

19. Away Allowance

- 19.1. This allowance applies only to employees in Levels 1– 5, Manager Level C or Technical Level 1.
- 19.2. An away allowance outlined in Schedule 1 will be paid to employees who are required as part of their work to stay overnight in a place other than their normal residence. This is subject to standard taxes and is not subject to the annual percentage increase in clause 10.3.

20. Out of Core Hours Allowance

- 20.1. This allowance applies only to CS Health Professionals in Levels 1– 5, Manager Level C or Technical Level 1.
- 20.2. An out of core hours allowance will apply to CS Health Professionals payable when attendance on a work site is required outside of the core hours of work as defined in clause 25.
- 20.3. This allowance is outlined in Schedule 1.
- 20.4. This allowance is in lieu of a meal allowance, with the exception of meal allowances included with an overnight stay.
- 20.5. This is not subject to the annual increase in clause 10.3.

21. On Site Industry Allowance

- 21.1. This allowance will apply for any work activities conducted on site in an area designated for production, extraction or processing activities and additional tasks as agreed with their Regional Manager.
- 21.2. The allowance is outlined in Schedule 1 and is limited to one payment per day. For the purposes of this clause 'day' is defined as midnight to midnight.
- 21.3. This is not subject to the annual increase in clause 10.3.

22. On Call Allowance

- 22.1. This allowance applies only to CS Health Professionals when performing Nurses duties.
- 22.2. There is a requirement for CS Health to provide on call Drug and Alcohol testing 24 hours per day, seven (7) days per week. This service will be staffed on a voluntary basis by Occupational Health Nurses and Medical Team Leaders.
- 22.3. An on-call allowance is payable for each 12-hour period, or part thereof, is payable to the designated CS Health Professionals who are on call, regardless of whether the service is accessed or not.
- 22.4. This allowance is outlined in Schedule 1.
- 22.5. This is not subject to the annual increase in clause 10.3.

23. Shift Penalty Rates

- 23.1. This provision applies only to CS Health Professionals who are rostered to work outside of core hours.
- 23.2. In addition to the base rate of pay, the following penalty rates will apply to CS Health Professionals:

- a) A shift allowance of 15% of the base rate of pay for the portion of the shift that forms part of the ordinary hours of work, completed between the hours of 6.30pm and 6.30am, Monday to Friday,
- b) A shift allowance of 50% of the base rate of pay for the first three (3) hours and 100% for all subsequent hours of the shift that forms part of the ordinary hours of work, completed on a Saturday.
- c) A shift allowance of 100% of the base rate of pay for the portion of the shift that forms part of the ordinary hours of work for all hours worked on Sundays and Public Holidays.

23.3. CS Health Team Leaders will receive penalty rates as outlined above for the portion of the shift that is considered to be nursing duties. The calculation for the penalty rate payment will be calculated based on the following:

- a) The appropriate penalty rate (as specified in clause 23.2) will be multiplied by the minimum base rate of pay relevant to the Nurse's qualifications (using the minimum salary rates in clause 71) for each hour of the shift that is considered to be nursing duties.
- b) This will be in addition to their normal base rate of pay, paid to them as a Team Leader.

24. Financial Assistance for Relocation

24.1. Where Coal Services initiates a transfer of an employee and the employee is required to change their place of residence, the costs associated with the relocation will be discussed and reimbursements provided on an individual agreement.

24.2. Where the employee has applied for and has been successful in an internal transfer between regions and is required to change residence the reimbursement of cost to the value of \$500 will be provided. This payment is subject to the production of appropriate supporting documentation/receipts.

24.3. This is not subject to the annual percentage increase in clause 10.3.

Hours of Work and Related Matters

25. Core Hours of Work

25.1. For all employees, other than CS Health Professionals, the core hours of work are 7.30am to 6.00pm, Monday to Friday.

25.2. For CS Health Professionals, the core hours of work are 6.30am to 6.30pm, Monday to Friday.

26. Hours of Work

26.1. Full-time employees

The ordinary hours of work (exclusive of unpaid meal breaks) for a full-time employee, will be 72.5 hours per fortnight and 7.25 hours per day. Overtime rates will only apply once these hours have been exceeded.

26.2. Part-time employees

- a) The ordinary hours of a part-time employee will be no less than 14.5 hours and no more than 62.5 hours per fortnight and up to 7.25 hours per day. Overtime rates will only apply once these hours have been exceeded.
- b) A part-time employee will be engaged for a minimum of three (3) consecutive hours for each day worked.

26.3. Casual Employees

- a) A casual employee will be paid a loading of twenty-five per cent (25%).
- b) A casual employee will be engaged or paid (inclusive of the 25% loading) for a minimum of three (3) consecutive hours for each day worked.
- c) If a casual employee works on a Saturday, Sunday or public holiday they will be paid in accordance with clause 34. A casual employee will be paid overtime calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

27. Meal Breaks

- 27.1. An employee will not be required to work more than five (5) consecutive hours without a meal break of at least thirty (30) minutes. Time taken as meal breaks will not be paid for and will not be counted as time worked.

28. Rostering

- 28.1. A roster setting out employees' daily ordinary working hours including times will be displayed in a place conveniently accessible to employees at least seven (7) days before the commencement of the roster period.
- 28.2. The roster may be altered at any time to enable the functions of the business to be carried out where another employee is absent from work due to illness or where a customer unpredictably varies the requirement for the services.
- 28.3. The employer will inform an employee immediately, or as soon as practicable, if a change to the roster affecting that employee has been made.

29. Arrangement of Shifts

- 29.1. This provision applies only to CS Health Nurses.

- 29.2. Except for breaks for meals, and where a nurse has agreed to work a split shift, the hours of duty each day will be continuous.
- 29.3. Except in the case of an emergency, an employee changing from night to evening shift will be free from duty during the 20 hours immediately preceding the commencement of the evening shift.
- 29.4. Each nurse will be free from duty for at least two (2) full days in each week or four (4) full days in a fortnight and no duty other than overtime will be worked on these free days.
- 29.5. Where practicable, days off will be consecutive and will not be preceded by an evening or night shift unless the employee is rostered on the same shift, i.e. evening or night shift immediately upon their return to duty after days off – except by agreement between the employee and their manager.
- 29.6. For the purpose of this clause:
 - a) An evening shift (sometimes referred to as an afternoon shift) is one that ends after 6.30pm; and
 - b) “Full day” means from midnight to midnight or midday to midday.

30. Split Shifts

- 30.1. This provision applies only to CS Health Nurses.
- 30.2. A split shift is a shift where two periods of work are separated by a non-working period (other than an unpaid meal break) on any one day.
- 30.3. CS Health will only roster nurses on split shifts for Drug and Alcohol runs (D&A runs) and only by agreement with the nurse.
- 30.4. When working a split shift:
 - a) Each single work period should, if possible, not exceed four (4) hours.
 - b) An employee must have a minimum four (4) hour break between work periods.
 - c) The total combined work periods for the split shift should not exceed 7.25 hours (overtime will apply where the split shift exceeds 7.25 hours).
 - d) Payment for a split shift will be at ordinary pay with penalty rates, where applicable.
 - e) One Out of Core allowance can be claimed for each work period of the split shift, where applicable.
 - f) One Onsite allowance only will be applied per split shift per day, where applicable.
- 30.5. Employees must have at least ten (10) hours off duty between split shifts or the following applies:
 - a) The employee will be released from starting their next shift without loss of pay until the employee has had ten (10) hours off duty; this would mean

time off at the base rate of pay and the balance of the second shift (hours remaining) worked at the base rate of pay; or

- b) The employee will be paid at double (x2) the base rate of pay until they are released to have ten (10) hours off duty.

31. Cancellation of Shift

- 31.1. All part time and casual employees will receive a minimum of four (4) hours' notice of the cancellation of a shift. Where less than four (4) hours' notice is given, the employee will receive three (3) hours' pay.

32. Flexible Working Hours

- 32.1. Flexible working hours applies to classification Level 1-5, T1, T2, Manager C and Manager B, full-time employees only.
- 32.2. An employee and their General Manager may agree that the employee will work flexible working hours as provided for in this clause. Any such agreement will at all times be subject to operational considerations including the need for effective interaction with other areas of Coal Services and its customers.
- 32.3. An employee who works flexible working hours in order to accrue flex leave will work at least five (5) continuous hours per working day (excluding lunch breaks). These hours are to be worked during the relevant core hours. This must equate to a minimum aggregate of 72.5 hours per fortnight.
- 32.4. Flex leave will allow an employee to work less than five (5) hours, or not to work at all, on a particular working day. This is on the basis that the aggregate hours worked in a fortnight will be at least 72.5 hours.
- 32.5. An employee working flexible working hours will be entitled to take flex leave on any particular working day with the approval of the employee's manager. Such approval will only be given if the manager is satisfied that the operations of Coal Services will not be prejudiced. Approval will not be unreasonably withheld, and agreement will be reached on an alternative day for the employee to take their flex leave.
- 32.6. Approval for flex leave must be in advance of the leave being taken.
- 32.7. An employee is not able to accrue flexible working hours when they are absent from work or on leave.
- 32.8. The maximum working time that may be accumulated in respect of a day where an employee is on duty away from their normal place of work is up to and no greater than ten (10) hours.
- 32.9. All flexible working arrangements will be reviewed and may be varied and/or terminated in the event of operational requirements necessitating such action. All employees (and their representatives) affected by any change to regular flexible working arrangements will be consulted prior to any changes taking place.

32.10. CS Health Professionals who work additional hours are entitled to time off in lieu in accordance with clause 33 or payment at overtime rates in accordance with clause 34.

32.11. Coal Services promotes and encourages a healthy work life balance for all employees.

33. Time in Lieu

33.1. Time in lieu does not apply to casual employees.

33.2. The following options apply for the reimbursement of time in lieu worked on both standard and non-standard workdays:

- a) Standard hours for full-time employees are 72.5 hours per fortnight, part-time employees 14.5 to 62.5 hours per fortnight.
- b) Hours worked in addition to the ordinary hours per day are to be taken as time in lieu of an overtime payment, and/or payment as overtime, in accordance with the overtime provisions in clause 34 and the time in lieu is to be taken by an employee within eight (8) weeks of it being accrued.

Time in lieu instead of payment for overtime must be equivalent to the overtime payment that would have been paid in accordance with the overtime provisions in clause 34.6 of the Agreement. For example, one (1) hour of overtime which would otherwise be paid at the 1 ½ x base rate of pay would be paid at 1 ½ hours of time in lieu.

If the employee has not taken time in lieu after eight (8) weeks, then the accrued hours will be paid at the employee's base rate of pay.

- c) For the purposes of sub-clause 33.2.b only, overtime payment instead of time in lieu, applies to Levels 1 – 5.
- d) For the purposes of sub-clause 33.2.b only, overtime payment instead of time off in lieu will not apply to levels T1, T2, Manager C, Manager B or employees on a total remuneration package unless the time in lieu is not taken within eight (8) weeks of it being accrued.
- e) It will be at the election of the employee whether overtime worked by that employee in accordance with clause 34 is paid at overtime rates or accrued as time in lieu in accordance with this clause.
- f) In special circumstances, the General Manager may provide approval for this provision to extend to levels T1, T2, Manager C and Manager B.

33.3. Time in lieu will accumulate in accordance with the above conditions with outstanding balances paid out quarterly having met the following conditions:

- a) An employee and their manager may agree that the employee may accrue time in lieu as provided for in this clause. Any such agreement will at all

times be subject to operational considerations including the need for effective interaction of other areas of Coal Services and its customers.

- b) All employees are responsible for minimising their time in lieu accruals, i.e. taking time in lieu during quieter periods (periods of low billable hours).

33.4. All time in lieu accumulations are to be approved by the employee's manager.

34. Overtime

34.1. This provision of overtime applies to Levels 1 – 5 only.

34.2. Coal Services may require an employee to work reasonable overtime (at overtime rates) to which they will be paid the applicable rates as documented.

34.3. All overtime must be pre-approved by the employee's manager.

34.4. Overtime rates will only apply when an employee has exceeded their ordinary hours of work.

34.5. For part-time employees, overtime will apply to all hours worked over 7.25 hours per day or 62.5 hours per fortnight.

34.6. The rates of payment for overtime will be as follows:

Overtime Worked		Provision	Overtime Rate
Monday to Saturday outside of ordinary hours of work	First two (2) hours		1 ½ x base rate of pay
	All hours thereafter		2 x base rate of pay
Overtime worked on Sundays		Minimum payment of four (4) hours (per day)	2 x base rate of pay
Overtime worked on Public Holidays		All hours	2 x base rate of pay (in addition to payment for ordinary hours) with the minimum payment being for four (4) hours overtime
Overtime worked on public holidays outside of ordinary working hours		All hours	2 ½ x base rate of pay
Recall to duties	First two (2) hours	Minimum of three (3) hours	1 ½ x base rate of pay
	All hours thereafter		2 x base rate of pay
Minimum rest period		Less than ten (10) hours off between start/finish	2 x base rate of pay until end of consecutive shift
Overtime Meal Allowance		1.5 hours before and/or 1.5 hours after the employee's ordinary hours of work. Scheduled day off – 4.5 hours minimum past 1pm <i>Note: The allowance is paid at the Australian Taxation Office rates. This allowance is not subject to the increases set out in sub-clause 10.</i>	

34.7. An overtime meal allowance cannot be claimed in conjunction with any other meal allowances.

- 34.8. An employee and their manager may agree to the employee having time off work in lieu of payment for overtime. The amount of time off will be the amount of time for which payment would be made if a payment for overtime was being made.
- 34.9. An employee will be paid for all time spent travelling when required to be on duty or away from their usual place of work outside their ordinary hours of work.
- 34.10. Higher duties allowance being received at the time the overtime is performed will be included in salary for the purpose of calculating overtime payment.
- 34.11. Overtime will be calculated to the nearest quarter of an hour of the total overtime claimed in a fortnightly pay period.
- 34.12. Overtime will not be paid for time spent attending a social function in an official capacity. The employee's Line Manager may allow time off for the time spent at the function outside of core hours in accordance with clause 26.
- 34.13. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 34.14. For the purposes of this sub-clause 34.13, what is unreasonable or otherwise will be determined having regard to:
- a) Any risk to employee health and safety;
 - b) The employee's personal circumstances including any family and carer responsibilities;
 - c) The needs of the workplace or enterprise;
 - d) The notice (if any) given by Coal Services of the overtime and by the employee of their intention to refuse it; and
 - e) Any other relevant matter.

35. Minimum Rest Period

- 35.1. Employees must have at least ten (10) hours off duty between the cessation of work on completion of a 7.25 hour day and the re-commencement of work on that day or another day.
- 35.2. If employees have not had at least ten (10) hours off duty between the cessation of work on one day and the re-commencement of work on that day or another day, one of the following applies:
- a) The employee will be released from starting their next shift without loss of pay until the employee has had ten (10) hours off duty; this would mean time off at the base rate of pay and the balance of the second shift (hours remaining) worked at the base rate of pay; or
 - b) The employee will be paid at double (x2) the base rate of pay until they are released to have ten (10) hours off duty.

36. Managing Change/Consultation

- 36.1. This term applies if the employer:
- 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 the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

- 36.2. For a major change referred to in paragraph 36.1(a):
- a) the employer must notify the relevant employees, Unions and/or their representatives of the decision to introduce the major change; and
 - b) subclauses 36.3 to 36.9 apply.
- 36.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 36.4. If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
 - c) the employer must recognise the representative.
- 36.5. As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer 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.
- 36.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 36.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 36.8. In this term, 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 employer'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

36.9. For a change referred to in paragraph 36.1(b):

- a) the employer must notify the relevant employees, Unions and/or their representatives of the proposed change; and
- b) subclauses 36.10 to 36.14 apply.

36.10. The relevant employees may appoint a representative for the purposes of the procedures in this term.

36.11. If:

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

36.12. The employer must recognise the representative as soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion--provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer 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).

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

36.14. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

36.15. In this term "**relevant employees**" means the employees who may be affected by a change referred to in subclause 36.1.

Termination/Leaving

37. Redundancy

- 37.1. In cases where a position becomes redundant, Coal Services will make all reasonable efforts to redeploy the employee to suitable alternative employment in Coal Services.
- 37.2. Discussions in relation to redeployment will be held in with each employee affected by redundancy and/or their Union.
- 37.3. An employee may elect to be redeployed to a lower position than their immediate previous substantive position.
- 37.4. If an employee chooses not to seek redeployment or cannot be redeployed into a suitable position, the employee will be allowed one day off without loss of pay during each week of notice for the purpose of seeking employment.
- 37.5. If the employee has been allowed paid leave of more than one day during the notice period for the purpose of seeking other employment the employee will, at the request of Coal Services, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose, a statutory declaration is sufficient.
- 37.6. An employee who is retrenched will receive confirmation in writing of the date employment will end and the amount of termination pay based on the following:
 - a) Payment in lieu of notice not worked;
 - b) For employees aged 45 years and over with two (2) or more years of completed service an additional one (1) weeks' notice or pay in lieu;
 - c) A redundancy payment calculated at the rate of three (3) ordinary weeks' pay for each completed year of employment or part thereof;
 - d) Payment of accrued long service leave and accrued annual leave;
 - e) Payment of pro rata leave loading;
 - f) Service of less than two (2) years being regarded as service of two (2) years; and
 - g) A pro rata payment being made for an incomplete year of service.
 - h) 'Week's pay' means the rate of pay for the employee concerned at the date of termination and includes the base rate of pay, allowances and shift penalties calculated on average over six (6) months prior to the date of termination. Overtime and expenses are not included for the purpose of this calculation.
- 37.7. Casual and fixed term employees are not entitled to any redundancy payments.
- 37.8. In the event redundancy occurs as a consequence of the insolvency or bankruptcy of the employer, to the extent allowable by the law, an employee has the right to claim their redundancy payment in line with the terms of the Agreement.

38. Termination of Employment/Leaving Coal Services

38.1. Action by Coal Services to terminate the employment of an employee can only occur for serious misconduct or after the Performance Counselling Policy has been applied or in accordance with the following relevant provisions of this Agreement:

- a) Clause 9, Probationary Employment
- b) Clause 37, Redundancy

38.2. Coal Services will, in the event of termination of employment, provide upon the request of an employee, who has been terminated, a written statement specifying the period of employment and the classification or type of work performed by the employee.

39. Ending Employment by Notice

39.1. This provision applies to full time and part time employees only.

39.2. The amount of notice required to terminate employment by either the employer or employee is based upon the period of continuous employment according to the following table:

Period of Continuous Service	Minimum Notice (Weeks)
Not more than 1 years' service	1
More than 1 and not more than 3 years' service	2
More than 3 and not more than 5 years' service	3
More than 5 years' service	4
If an employee is over the age of 45 and has had two (2) or more years continuous service at the end of the day notice is given by Coal Services, they are entitled to receive an additional week of notice.	

39.3. On termination of employment (or at any other time as directed by Coal Services) an employee must immediately or as soon as practicable or as agreed, return any property in the employee's possession or control that belongs to Coal Services.

Public Holidays and Leave

40. Public Holidays

40.1. Employees, apart from employees on leave without pay, will be paid as normal and will not be required to attend work on a public holiday observed by Coal Services.

40.2. Coal Services will observe all public holidays declared as a public holiday throughout the State of New South Wales.

40.3. Declared Local Public holidays will be observed for the purpose of time off on the day provided for, or time off in lieu of that day, no penalty rates will apply.

40.4. For the avoidance of doubt, this provision does not include Local Event Days.

41. Additional Company Holiday

- 41.1. Coal Services company holiday will fall as a full day's leave on the day following the Boxing Day holiday of each calendar year and will be deemed a public holiday.
- 41.2. Coal Services provides two half day holidays to be taken on:
 - a) The last working day that falls prior to Christmas Day - of each calendar year; and
 - b) The last working day that falls prior to Good Friday - (Easter break) of each year.
- 41.3. These half day holidays are available only to employees who come to work on the day and work the first half of the day. Any employee wishing to take leave for the full duration of these days must apply for a full day's annual leave.

42. Annual Leave

- 42.1. This provision does not apply to casual employees.
- 42.2. A period of five (5) weeks (twenty-five (25) working days) annual leave for each completed year of service will be granted to all employees. Part-time employees accrue annual leave on a pro rata basis.
- 42.3. This clause satisfies any entitlement afforded to eligible shift workers under the NES, being four (4) weeks and an additional one (1) week of annual leave for each completed year of service. For the purposes of the additional week annual leave provided by the NES, a shift worker is defined as an employee who is regularly rostered to work their ordinary hours outside of core hours.
- 42.4. Untaken annual leave will accumulate from year to year.
- 42.5. Coal Services may direct an employee to take part of an annual leave entitlement provided:
 - a) At least four (4) weeks' notice in writing is given to the employee; and
 - b) The direction is reasonable; and
 - c) More than eight (8) weeks leave remains accrued after the direction.
- 42.6. Employees may request, in writing to Coal Services, to accrue annual leave over and above eight (8) weeks leave in order to take an extended holiday.
- 42.7. A direction from Coal Services to take annual leave will only occur after consultation with the employee taking into consideration the employee's wishes as well as the operational and staffing requirements of Coal Services.
- 42.8. The annual leave entitlement will be displayed on the pay advice provided to the employee.
- 42.9. Annual leave will be taken at a mutually agreed time.

- 42.10. An employee must apply for leave on-line.
- 42.11. Annual Leave will be paid at a base rate of pay, except for an employee who has been in receipt of a higher duties allowance for more than one (1) month (see sub-clause 16.3).
- 42.12. Coal Services will ensure that employees are able to take their annual leave entitlement for each year at the time of the employee's choosing and will not unreasonably refuse an application for annual leave.
- 42.13. The Line Manager may request an application for leave to be rescheduled, only where the services of the employee are essential to the operations of Coal Services at the time the employee intended to be on leave.
- 42.14. An employee, with approval from their Line Manager, may request to take their annual leave at half pay. Where a public holiday falls within a period of annual leave taken at half pay, the rate of pay for the public holiday will be full pay.

For example; an employee who requests five (5) days annual leave taken at half pay will be paid the equivalent of two and a half (2.5) days pay, and two and a half (2.5) days will be deducted from their annual leave balance.

- 42.15. All accrued and untaken annual leave will be paid on termination.

43. Annual Leave Loading

- 43.1. This provision does not apply to casual employees or employees whose employment arrangement is a Total Remuneration Package.
- 43.2. All eligible employees will receive twenty per cent (20%) annual leave loading which will be calculated on the base salary at the date the annual leave loading is paid.
- 43.3. The maximum payment to full-time employees (pro rata for part-time employees) will be twenty per cent (20%) of the amount advised by the Australian Bureau of Statistics (ABS) as the Average Weekly Total Earnings for all Males (Australia) as reported bi-annually of the year in which the annual leave loading is paid. If during the life of the Agreement, the ABS changes the way in which this figure is calculated, Coal Services will consult with employees and the Unions to develop an alternative measure to calculate the maximum payment.
- 43.4. An employee will receive a payment for annual leave loading on the first pay period of December of each year.
- 43.5. Upon termination, an employee will be paid any outstanding annual leave loading that has been accrued up to the last day of employment as part of their termination payment.

44. Additional Purchased Leave

- 44.1. The provision for additional purchased annual leave is specified in clause 7, Individual Flexibility.
- 44.2. This provision does not apply to casual employees. An employee may purchase up to four (4) weeks additional leave per calendar year in accordance with the following:
- a) Only employees with a leave balance less than twenty (20) days can apply for purchased leave unless an agreed leave plan is in place.
 - b) Additional leave must be purchased in advance and paid for by deduction(s) from the employee's fortnightly pay over an agreed period before the employee commences their leave.
 - c) Should a salary increase be applied before the purchased leave is taken, the cost of the leave will be adjusted accordingly.
 - d) Purchased leave does not attract leave loading.

45. Cashing out Annual Leave

- 45.1. This provision does not apply to casual employees.
- 45.2. Coal Services promotes and encourages a healthy work life balance for all employees which include the taking of annual leave. Coal Services encourages each employee to take an annual break of no less than three (3) weeks, two (2) weeks being consecutive per calendar year.
- 45.3. Employees may elect in a separate written agreement with Coal Services on one (1) occasion only each calendar year, to cash out an amount of accrued annual leave under the following conditions:
- a) Employees may only request to cash out annual leave if, after the cash out amount, they have a balance remaining of at least five (5) weeks annual leave.
 - b) Employees must have taken at least three (3) weeks, annual leave in the prior twelve months.
 - c) The employee will be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee is cashing out.
 - d) No more than two (2) weeks, ten (10) days accrued annual leave will be approved per calendar year for a cashing out annual leave.
 - e) Requests for annual leave to be cashed out will not be approved for less than five (5) days.

- f) Allowances are not included/paid in cashing out annual leave except for an employee who has been in receipt of a higher duties allowance for more than one (1) month (see sub-clause 16.3).

46. Personal Leave

46.1. This provision does not apply to casual employees.

46.2. Paid personal leave will apply as follows:

Full-time employees

- a) For each year of service, a full-time employee is entitled to a total of eighteen (18) days paid personal leave, based on their ordinary hours of work.
- b) Upon commencement with Coal Services, a full-time employee will be credited with nine (9) days paid personal leave at full pay, for the first six (6) months of service, based on their ordinary hours of work.
- c) After the completion of a full six (6) months of service, the method in which paid personal leave for a full-time employee will shift from credit to progressively accumulate a further nine (9) days paid personal leave for the remainder of their service year, based on their ordinary hours of work.
- d) The total entitlement for each year of service should not exceed eighteen (18) days paid personal leave.

Part-time employees

- a) Upon commencement with Coal Services, a part-time employee will be credited with a proportion of nine (9) days paid personal leave based on their agreed contracted work pattern, for the first six (6) months of service.
 - b) After the completion of a full six (6) months of service, the method in which paid personal leave for a part-time employee will shift from credit to progressively accumulate on a pro rata basis of up to a further nine (9) days paid personal leave for the remainder of their service year, based on their ordinary hours of work.
 - c) The total entitlement for each year of service should not exceed eighteen (18) days paid personal leave.
- 46.2. a) Personal leave is available to an employee when they are absent due to personal illness or incapacity or for the purposes of caring for an immediate family member as defined in clause 4.13 who requires care or support because of a personal illness or injury. The employee must provide evidence supporting the requirement for the care.
- b) For the avoidance of doubt, personal leave is available to an employee who is required to self-isolate due to exposure to COVID-19 (whether or not the

employee suffers personal illness) outside the workplace and is unable to work from home.

- 46.3. The General Manager may approve an additional two (2) days personal leave without pay where paid personal leave credits are exhausted.
- 46.4. Personal leave will be approved during a time where an employee is on annual leave or long service leave, where the period of leave claimed is not less than one (1) day, and the application for personal leave is supported by a certificate from a health care professional or by a statutory declaration. A credit will be made to the annual or long service leave accrual equal to the amount of personal leave granted.
- 46.5. There will be no deduction from personal leave credit for a public holiday occurring during a period of paid personal leave.
- 46.6. An employee taking a period of more than three (3) consecutive working days of personal leave may be required to provide their manager with a certificate from a health care professional or statutory declaration covering the period of absence.
- 46.7. An employee will be required to provide a certificate from a health care professional or statutory declaration for every absence after eight (8) periods of leave that have not been covered by a medical certificate or statutory declaration in a twelve (12) month period.
- 46.8. Untaken personal leave will accumulate from year to year.
- 46.9. An employee who is absent from work due to illness, injury or incapacity must inform their manager as soon as the employee becomes aware that they will not be able to attend work and also provide an indication of the period of absence.
- 46.10. Where an employee has exhausted their accumulated personal leave due to illness or carer responsibilities, the employee can access other accumulated leave entitlements including annual leave or long service leave or take unpaid leave.

47. Family and Emergency Leave

- 47.1. In addition to the provision of personal leave, employees will have access to up to three (3) days additional paid leave per calendar year for family and emergency leave. The three (3) days may be taken in half days and do not accumulate from year to year.
- 47.2. An employee may be required to provide their manager with evidence to support their application for family and emergency leave.
- 47.3. Paid Family and Emergency Leave can be used where a member of the employees' immediate family or the employee's household is affected by an unexpected emergency such as:

- a) The death of a close relative or close friend (where compassionate leave does not apply);
- b) The unforeseen absence of a child's carer or then unforeseen closure of a child's school or childcare centre; and other personal emergencies such as storm damage to home, burglary etc.
- c) Adverse weather conditions or natural disasters that give rise to issues of transport to work, or that threaten the employee's or their family's life and/or property.
- d) An employee is prevented from attending their usual place of work due to a major transport disruption i.e. rail network.
- e) The death of a family or household pet. A pet is defined as an animal having hair, fur, feathers or scales.

48. Long Service Leave

- 48.1. The *Long Service Leave (Commonwealth Employees) Act 1976* will provide the long service leave entitlement of employees covered by this Agreement.
- 48.2. Employees may take long service leave on a pro-rata basis after seven (7) years of continuous service.
- 48.3. The long service leave entitlement will be three (3) months after ten (10) years of continuous service.
- 48.4. Long service leave will continue to accrue after ten (10) years of continuous service in line with the *Long Service Leave (Commonwealth Employees) Act 1976*.

49. Payment of Long Service Leave on Termination

- 49.1. Where an employee with seven (7) completed years of service resigns or whose employment is terminated, the employee will be entitled to be paid the accrued, but not taken, long service leave.
- 49.2. An employee with more than five (5) years and less than seven (7) years continuous service with Coal Services is entitled to pro rata long service leave on termination of the employee's services:
 - a) By Coal Services for any reason, other than serious and wilful misconduct.
 - b) By the employee on account of illness or incapacity, or domestic or other pressing necessity.
- 49.3. An employee with less than five (5) years' service has no entitlement to pro rata long service leave.

50. Compassionate Leave

- 50.1. Employees, other than casual employees, shall be entitled to four (4) days paid compassionate leave per occasion when a member of an employee's immediate family:
- a) Contracts or develops a personal illness that poses a serious threat to that person's life; or
 - b) Sustains a personal injury that poses a serious threat to that person's life; or has died.
- 50.2. In special circumstances, additional paid compassionate leave of up to four (4) days may be requested in writing and will be subject to Coal Services' approval.
- 50.3. Unpaid compassionate leave is available to casual employees.

51. Trade Union Rights

- 51.1. Coal Services supports freedom of association.
- 51.2. Coal Services will treat delegates and Branch Officials fairly and will allow them to perform their role as Union delegates without any discrimination in their employment. Coal Services recognises and respects that endorsed Union delegates and Branch Officials speak on behalf of union members in the workplace.
- 51.3. In recognising that Unions are the legitimate representatives of Coal Services employees, Coal Services will assist Unions by providing appropriate support for authorised Union activities.
- 51.4. An employee who has been appointed as a Union representative for a Union will be allowed reasonable paid time, and will be considered to be on duty, for the conduct of Union activities.
- 51.5. Coal Services will grant Union delegates and Branch Officials leave with pay to attend Union training of up to six (6) days per year.
- 51.6. Coal Services will grant union delegates and Branch Officials leave with pay to attend external Union meetings of up to six (6) days per year. The granting of leave will apply to the following activities undertaken by a Union delegate or Branch Official: conferences of the Union, meetings of the Union executive, committee of management or councils; conferences of the Unions NSW and conferences of the Australian Council of Trade Unions.
- 51.7. A Union meeting should be held during meal breaks or other work breaks, and may only be held during working hours if agreed between a Union and the Coal Services, HR. This clause does not confer any entitlement to right of entry other than in accordance with the FWA.

- 51.8. Meetings and access to Union representatives will be assisted with the provision of facilities, including but not limited to meeting rooms.
- 51.9. Provisions will be made by the employer, on request from the employee, for reasonable payroll deduction facilities to employees, including for the deduction of Union fees as required.

52. Jury Service

- 52.1. Employees who are required by law to attend for jury service must notify Coal Services as soon as reasonably practicable.
- 52.2. Paid jury service leave will be granted to employees other than casual employees.
- 52.3. Payment will be at the employee's base rate of pay for the employee's ordinary hours of work in the period they attend for jury service except for an employee who has been in receipt of a higher duties allowance for more than one (1) month, see sub-clause 16.3.
- 52.4. During their absence from work, an employee's salary will be paid however the employee will refund to Coal Services any other payment they receive for attending as a juror, except for any payment for accommodation and/or travelling.
- 52.5. Although the granting of jury service leave is deemed to be approved, an employee must:
 - a) Submit a leave application for the period of absence; and
 - b) Provide sufficient documentary evidence of the reason for the absence.

53. Court Attendance Leave

- 53.1. An employee required to attend a court or tribunal as a witness must notify their manager of the date of any absence from work. An employee called as a witness by a party other than Coal Services or in a matter unrelated to Coal Services, may choose to take leave without pay or take annual leave. Where this occurs, the employee must notify their manager in advance.
- 53.2. An employee required as a witness on behalf of Coal Services, or as a witness in proceedings relating to Coal Services business including industrial proceedings, or for any government authority shall be regarded as being on duty and there will be no loss of pay or leave for the absence from work.

54. Other Community Service Leave

Employees may be eligible for other types of community service leave. Employees must be a member of a recognised emergency management body. A recognised emergency management body is:

- a) a body that has a role or function under a plan that is for coping with emergencies and/or disasters (prepared by the Commonwealth, a state or a territory)
- b) a firefighting, civil defence or rescue body
- c) any other body which substantially involves responding to an emergency or natural disaster. This would include bodies such as the State Emergency Service (SES) or Rural Fire Services (RFS).

Employees that are called to engage or assist in attending to an emergency or natural disaster, or training activities associated with the emergency management body, may be absent from work at Coal Services for up to a maximum of five (5) days per annum without loss of pay.

Leave, paid or unpaid, may be extended at their manager's discretion.

Employees are required to show satisfactory evidence to Coal Services to confirm emergency services or training have been performed including the period that they performed those services.

55. Volunteer Leave

Employees may be entitled to take volunteer leave as follows;

- a) Employees are eligible to take one days paid leave per year to participate or volunteer in a recognised community or charitable organisation.
- b) Employees will be required to give at least ten (10) working days' notice of their intention to take volunteer leave.
- c) Evidence from the relevant community or charitable organisation may be required confirming the employee's participation in the community or charity work.

56. Defence Service Training Leave

56.1. This provision does not apply to casual employees.

56.2. The General Manager may approve leave with pay for defence service training.

56.3. The amount of leave that may be approved for annual defence service training will be sixteen (16) days.

56.4. The amount of leave that may be approved for compulsory attendance at a school, class or course of instruction will be up to sixteen (16) days each year. Up to an additional four (4) days when the Commanding Officer certifies this is required.

56.5. The amount of leave approved includes Saturdays and Sundays.

56.6. The application for leave must be supported by a certificate from the Australian Defence Force stating that the employee is required to undertake the training or attend the school, class or course of instruction.

- 56.7. The approval of the leave is conditional on the employee submitting a certificate from the Commanding Officer stating that the employee attended the training, school, class or course of instruction.
- 56.8. The General Manager may grant leave with pay to employees who are ex-members of the Australian Defence Force to attend a hospital, out-patient clinic, or medical officer for pension review or to report for periodical review or treatment.

57. Domestic Violence Leave

- 57.1. Coal Services recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Coal Services is committed to providing support to staff that experience domestic violence.
- 57.2. Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- 57.3. Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer or in the form of a statutory declaration.
- 57.4. All personal information concerning domestic violence will be kept confidential in line with Coal Services Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 57.5. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
- 57.6. Coal Services will identify a contact in Human Resources who will be trained in domestic violence and privacy issues. Coal Services will advertise the name of the contact within the organisation.
- 57.7. An employee experiencing domestic violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 57.8. Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support.
- 57.9. Coal Services will develop guidelines to supplement this clause, and which details the appropriate action to be taken in the event that an employee reports domestic violence.
- 57.10. An employee experiencing domestic violence will have access to twenty (20) days per year of paid special leave for medical appointment, legal proceedings and other matters and activities arising from domestic violence. If more than

twenty (20) days are required by an employee special leave can be granted by Coal Services.

57.11. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

57.12. An employee who supports a person experiencing domestic violence may take personal leave to accompany them to court, to hospital, or to care for children.

57.13. In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, Coal Services will approve any reasonable request from an employee experiencing domestic violence for:

- a) Changes to their work pattern or hours;
- b) Job redesign or changes to duties;
- c) Relocation to suitable employment within Coal Services;
- d) A change to their telephone number or email address to avoid harassing contact;
- e) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

57.14. An employee experiencing domestic violence will be referred to the Employee Assistance Program (EAP). The EAP shall include professionals trained specifically in domestic violence.

58. Blood Donations

58.1. This provision does not apply to casual employees.

58.2. Subject to Coal Services' approval, employees may request in writing to donate blood at an approved and accredited facility for blood donation during ordinary hours of work.

58.3. This is limited to no more than four (4) occasions per calendar year and for duration of two (2) to three (3) hours per occasion.

58.4. Employees are to provide a certificate of attendance from the blood bank facility.

59. Leave without Pay

59.1. This provision does not apply to casual employees.

59.2. The Line Manager may approve leave without pay in special circumstances. Leave without pay of more than five (5) days in a year will not count as service.

59.3. The Line Manager may also approve leave without pay where an employee is unable to attend for duty due to absence of public transport or other circumstances beyond the employee's control. Such leave will count as service.

60. Career Breaks

60.1. This provision does not apply to casual employees.

60.2. A career break is an extended period of leave and is without pay. A career break is for no less than three (3) months or no more than twelve (12) months in full duration. A career break, where approved, will not count as service.

60.3. An employee may undertake a career break for the following reasons:

- a) Extension of skills that may be used by Coal Services;
- b) Study that is relevant to the employee's employment at Coal Services;
- c) Personal development;
- d) Family responsibilities;
- e) Extended travel opportunities;
- f) Significant social or community responsibilities;
- g) Work experience in an organisation that is not in direct competition with Coal Services.

60.4. A career break will only be approved on consideration of the following criteria:

- a) Length of service is greater than eighteen (18) months of unbroken employment with Coal Services;
- b) Employee's performance history;
- c) Reason given for the request to take a career break;
- d) Needs of the business and the ability for the business to accommodate the extended leave.

60.5. All requests for career breaks are to be made in writing giving eight (8) weeks' notice.

60.6. Approval will be at the discretion of the General Manager of the employee's business unit area.

60.7. On return, the employee is entitled to a comparable position to the position held prior to the period of leave. If Coal Services is unable to provide a comparable position the conditions outlined in clause 37 shall apply. All prior service will be recognised except for the period of the career break.

60.8. If the employee whilst on the career break begins work for a competitor to Coal Services within Australia, then the person ceases to be eligible for participation in the career break scheme and employment will be terminated immediately.

61. Parental Leave

- 61.1. Subject to the terms of this clause, employees are entitled to paid parental leave (which will include primary carer leave, partner leave, adoption leave and foster parent leave) in connection with becoming a parent through birth, adoption or circumstances that make the employee become a new parent to a child.
- 61.2. In addition to the Federal Government's Paid Parental Leave scheme, after twelve (12) months continuous service, Coal Services will provide the following paid parental leave benefits:

Provision	Unpaid Entitlement	Paid Entitlement
Primary Carer's Leave	52 weeks unpaid leave <i>Including any period of paid primary carer's leave.</i>	Twelve (12) weeks full pay; or 24 weeks half pay
Adoption Leave - a child under 5 years of age	52 weeks unpaid leave from the commencement date of legal adoption <i>Including any period of paid adoption leave.</i>	Twelve (12) weeks full pay; or 24 weeks half pay
Adoption Leave - a child between the ages of 5 and 16 years of age	52 weeks unpaid leave from the commencement date of legal adoption <i>Including any period of paid adoption leave.</i>	Three (3) weeks full pay; or Six (6) weeks half pay
Foster Parent Leave - a child up to 16 years of age	12 weeks unpaid leave from commencement date of a long-term foster placement <i>Including any period of paid Foster leave shall apply.</i>	Three (3) weeks full pay; or Six (6) weeks half pay
Partner Leave	An employee whose partner has given birth to a child will be entitled to a continuous period of 12 weeks unpaid partner leave Commencement of leave may be up to 3 weeks prior to the birth and up to 3 months after the birth, <i>Including any period of paid partner leave.</i>	Three (3) weeks full pay; or Six (6) weeks half pay

- 61.3. Where an employee's pregnancy has proceeded for at least twenty (20) weeks and her pregnancy either terminates or results in a still birth; or if weeks are unknown; the baby weighed more than 400g, the employee will be entitled to the Paid entitlement for Primary Carer's Leave as defined in clause 61.2.

62. Keeping in Touch Arrangements during Parental Leave

- 62.1. This provision does not apply to casual employees
- 62.2. At any time, after six (6) weeks from the child's date of birth, an employee may agree to attend the workplace on up to ten (10) separate occasions of up to one (1) day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- 62.3. The employee will be paid at their base rate of pay for this time during parental leave. Keeping in touch attendance will count as service for all purposes which will be paid additionally as a separate payment to any period of parental leave. This does not extend the period of leave and does not end or reduce the entitlement to parental leave.

63. Casual Employment during Parental Leave

- 63.1. An employee while on a period of unpaid parental leave may by mutual agreement work on a casual basis for Coal Services. The terms of the casual employment will be mutually determined between the relevant parties to the proposed contract and will be consistent with the conditions outlined in this Agreement. This casual arrangement shall not in any way affect the employees' pre-parental leave conditions of employment. The agreement to work as a casual during parental leave will be confirmed in writing with the employee prior to entering into the arrangement.

64. Training

- 64.1. Employees may be given on-going training as necessary, relevant to their roles and responsibilities.
- 64.2. Where practicable, training shall be provided to employees during their ordinary hours of work. Where this is not practicable:
- a) Employees shall attend training outside their ordinary hours of work when required to do so by Coal Services;
 - b) Coal Services shall provide employees with (a minimum) two (2) weeks' notice of the requirement to attend training outside of their ordinary hours of work;
 - c) Attendance at training outside of an employee's ordinary hours of work shall be paid overtime in accordance with clause 34.

65. Professional Development

- 65.1. Coal Services will support opportunities in consultation with employees and in consideration of mandatory professional development registration requirements and Performance Review and Development (PRD) objectives.

66. Professional Memberships, Registrations and Accreditations

- 66.1. This provision does not apply to casual employees.
- 66.2. If the professional membership, registration or accreditation is necessary for employment, then Coal Services will pay for or reimburse an employee annually

up to \$750. This payment will be prorated for part-time employees. Maintenance of the accreditation through professional training programs is a matter for the employee and forms no part of this clause.

- 66.3. If the professional membership, registration or accreditation is not necessary for employment, Coal Services will give consideration to payment however this is not mandatory. Alternatively, professional membership, registration or accreditation not necessary for employment may be dealt with under the External Study Assistance Policy.

67. Study Leave

- 67.1. This provision does not apply to casual employees.
- 67.2. The Line Manager may approve assistance to an employee undertaking a course of study at a university or Registered Training Organisation or other approved provider, including accredited courses that are delivered through flexible study options such as open learning and online courses if the Line Manager is satisfied that the course is relevant to the needs of the business and aligned with the employee's development plan.
- 67.3. Coal Services may provide one of the following forms of assistance:
- a) An amount of leave with pay equal to one half the amount of time the lectures, tutorials and practical classes in the course up to a maximum of four (4) hours a week or up to five (5) days leave a year for private study; or
 - b) Leave with pay may be requested or on a make-up basis to attend lectures, tutorials, and practical classes.
 - c) Leave with pay of up to two and a half (2.5) days per subject per semester or five (5) days per subject per year for external students to attend compulsory residential schools.
 - d) Leave with pay to attend examinations.

Secure Employment

68. Secure Employment

- 68.1. The objective of this clause is for Coal Services to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in Coal Services, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- 68.2. Casual conversion:
- a) A casual employee engaged by Coal Services on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six (6) months shall thereafter have the right to elect to

have their on-going contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this sub-clause.

- b)** Coal Services shall give the employee notice in writing of the provisions of this sub-clause within twenty one (21) days of the employee having attained such period of twelve (12) months. However, the employee retains his or her right of election if Coal Services fails to comply with this notice requirement.
- c)** Any casual employee who has a right to elect under sub-clause 68.2(a), upon receiving notice under sub-clause 68.2(b) or after the expiry of the time for giving such notice, may give twenty one (21) days' notice in writing to Coal Services that they seek to elect to convert their on-going contract of employment to full-time or part-time employment, and within twenty one (21) days of receiving such notice from the employee, Coal Services shall consent to or refuse the election, but will not unreasonably so refuse. Where Coal Services refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an on-going contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- d)** Any casual employee who does not, within twenty one (21) days of receiving written notice from Coal Services, elect to convert their on-going contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- e)** Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Coal Services.
- f)** If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with sub-clause 68.2(c), Coal Services and the employee will discuss and agree upon:
 - i. Whether the employee will convert to full-time or part-time employment; and
 - ii. If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked will be consistent with any other part-time provisions of this Agreement.
- g)** Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as

previously worked, unless other arrangements are agreed between Coal Services and the employee.

- h)** Following an agreement being reached pursuant to sub-clause 68.2, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- i)** A casual employee who elects against conversion to permanent employment following notice being provided by the employer in accordance with sub-clause 68.2(b) will retain the right to later notify the employer that they elect to convert to permanent employment following any six (6) month period of casual employment under this Agreement on a regular and systematic basis. The right of the employer to refuse such election and the terms of the permanent employment will otherwise be as provided in this clause.
- j)** An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

Safety

69. Protective Clothing

- 69.1. An employee who is required or authorised to wear protective clothing or other specialised clothing or equipment in connection with the performance of official duties shall be provided by Coal Services with such clothing or equipment.
- 69.2. Where the protective clothing or equipment is provided by the employee, the employee shall be reimbursed the cost.
- 69.3. Protective clothing includes but is not limited to safety hat, safety boots, eye protection and safety clothing.

Classifications and Salary Bandings

70. Classifications

70.1. Classification Levels – Support Functions

Level 1	<ul style="list-style-type: none"> • Trainee
Level 2	<ul style="list-style-type: none"> • Accounts Assistant • Administration Assistant / Support (Corporate)
Level 3	<ul style="list-style-type: none"> • Accounts Officer • Assistant Accountant • HR Administrator • Office Administrator • Payroll Assistant • Statistics Officer
Level 4	<ul style="list-style-type: none"> • Administrative Assistant • Business Administrator • IT Helpdesk Support • HR Administrator • Marketing Assistant • Payroll Officer • RTO Administration Officer • Statistics Officer • VRT Account Coordinator • VR Developer
Level 5	<ul style="list-style-type: none"> • Admin Support Coordinator • Admin Team Coordinator • Compliance Advisor (MRS) • Facilities Coordinator • HR Coordinator • Recruitment Coordinator • Risk and Compliance Officer • RTO Compliance Officer • Senior Payroll Officer • Statistical Officer • VR Developer • Web Developer

Technical Stream – Reporting into Manager Level B or above

Technical 1	<ul style="list-style-type: none"> • Accountant • Communications Specialist • CX Specialist • Executive Assistant • Fleet Manager • HSE and Training Advisor • Internal Auditor • IT Programmer • IT Support Technician • Junior Business Analyst • Learning Experience Designer
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	<ul style="list-style-type: none"> • Marketing Specialist • OD&L Specialist • Senior Analyst Programmer • Solution Architect • Senior Systems Administrator • Testing Automation Analyst • Training Advisor • VRT Support Technician
Technical 2	<ul style="list-style-type: none"> • Business Analyst • HR Business Partner • PMO Project Manager • Project and Change Manager • Purchasing & Procurement Officer • Records Specialist • Senior Accountant • Senior Business Intelligence Analyst • Senior Internal Auditor • Senior Risk Officer

Manager Levels

Manager C	<ul style="list-style-type: none"> • Accounts Manager (Corporate) • Corporate Support Manager • Finance Team Lead • Payroll Manager • Senior Business Analyst • VR Developer Team Leader
Manager B	<ul style="list-style-type: none"> • Business Applications Manager • Business Intelligence Manager • Executive Office/Assistant Company Secretary • Facilities Manager • Finance Manager • HR Manager • IT Manager • OD&L Manager • Marketing Manager • PMO Manager • Procurement Manager • RTO Manager • Senior Accountant • Senior Internal Audit Manager • VRT Development Manager • WHS Manager

70.2. Classification Levels – Coal Mines Insurance (CMI)

Level 1	<ul style="list-style-type: none"> • Trainee
Level 2	<ul style="list-style-type: none"> • Claims Officer
Level 3	<ul style="list-style-type: none"> • Claims Officer • Legal Assistant
Level 4	<ul style="list-style-type: none"> • Case Manager • Common Law Specialist • Industrial Deafness Specialist • Insurance Services Officer
Level 5	<ul style="list-style-type: none"> • Case Manager • Common Law Specialist • Industrial Deafness Specialist • Senior Insurance Services Officer

Technical Stream – Reporting into Manager Level B or above

Technical 1	<ul style="list-style-type: none"> • Injury Management Specialist • Account Manager • Technical Writer • Junior Business Analyst • Technical Specialist • Paralegal
Technical 2	<ul style="list-style-type: none"> • Legal Specialist • Provider Manager • Underwriting Analyst • Business Analyst • Data and Reporting Analyst

Manager Levels

Manager C	<ul style="list-style-type: none"> • Claims Lead • Practice Manager • Senior Business Analyst
Manager B	<ul style="list-style-type: none"> • Group Lead • Scheme Performance Lead • Business Performance Lead • Planning and Reporting Lead • Head of Operations • Head of Prevention • Head of Performance

70.3. Classification Levels – Coal Services Health (CSH)

Level 1	<ul style="list-style-type: none"> • Trainee
Level 2	<ul style="list-style-type: none"> • Customer Support Officer • Administration Support Officer
Level 3	<ul style="list-style-type: none"> • Administration Officer • Compliance Support Officer • Occupational Health Nurse – Assistant in Nursing
Level 4	<ul style="list-style-type: none"> • Graduate Level – Nurse • Graduate Level – Allied Health • Occupational Health Nurse – Enrolled Nurse
Level 5	<ul style="list-style-type: none"> • Administration Support Team Lead • Customer Support Team Lead • Executive Assistant • Exercise Physiologist • Occupational Health Nurse – Registered Nurse • Occupational Therapist/Rehabilitation Consultant • Physiotherapist • Psychologist

Technical Stream – Reporting into Manager Level B or above

Technical 1	<ul style="list-style-type: none"> • Clinical Improvement Advisor • Compliance Advisor • Health Improvement Advisor • Health Partnership Consultant • Resourcing and Scheduling Specialist
Technical 2	<ul style="list-style-type: none"> • Business Informatics Lead • Health Promotions Lead • Medical Officer • Senior Medical Officer

Manager Levels

Manager C	<ul style="list-style-type: none"> • Allied Health Team Lead • Nursing Team Lead
Manager B	<ul style="list-style-type: none"> • Administrative Services Group Lead • Allied Health Group Lead • Business Excellence Lead • Nursing Group Lead • Programs Lead

The classifications listed above are correct as of the date of ratification of this agreement. Classifications may change during the life of this agreement in consultation with the parties to this agreement.

71. Salary Bandings

- 71.1. The rates below are the minimum salaries that will apply to each classification level.
- 71.2. The rates below are based on the prescribed salary increase for each year of the agreement, however if CPI is greater for the relevant year, the minimum salaries will be adjusted accordingly.
- 71.3. Coal Services will continue to review, revise and consult with the parties on the classifications and classification framework over the life of the Agreement.
- 71.4. Where a role is reclassified as part of the implementation of this Agreement, the current salary payable to the employee will be maintained and any adjusted increases and/or back-payments will apply.
- 71.5. No employee will receive a decrease in pay as a result of the implementation of this classification model.

Classification Minimum Salary

1 July 2022

The following minimum salaries have had a 5.1% increase applied which is based on the March 2022 CPI figure, published by the ABS.

Coal Services Level	Annual Minimum Base Salary	Fortnightly Minimum Base Salary (based on frequency of pay run)	Hourly Minimum Rate (no casual loading)	Hourly Minimum Rate (inclusive of 25% casual loading)
1	\$ 49,861.41	\$ 1,917.75	\$ 26.45	\$ 33.06
2	\$ 57,028.58	\$ 2,193.41	\$ 30.25	\$ 37.82
3	\$ 64,975.24	\$ 2,499.05	\$ 34.47	\$ 43.09
4	\$ 72,143.62	\$ 2,774.75	\$ 38.27	\$ 47.84
5	\$ 85,542.88	\$ 3,290.11	\$ 45.38	\$ 56.73
C	\$ 102,839.45	\$ 3,955.36	\$ 54.56	\$ 68.20
B	\$ 118,648.27	\$ 4,563.40	\$ 62.94	\$ 78.68
T1	\$ 103,816.79	\$ 3,992.95	\$ 55.08	\$ 68.84
T2	\$ 118,648.27	\$ 4,563.40	\$ 62.94	\$ 78.68

1 July 2023

The following minimum salaries have had a 3% increase applied in line with Second year of the Salary Increases clause (10.3), however this may be adjusted to reflect CPI should the reported ABS figure be greater in the March 2023 quarter.

Coal Services Level	Annual Minimum Base Salary	Fortnightly Minimum Base Salary (based on frequency of pay run)	Hourly Minimum Rate (no casual loading)	Hourly Minimum Rate (inclusive of 25% casual loading)
1	\$ 51,357.25	\$ 1,975.28	\$ 27.25	\$ 34.06
2	\$ 58,739.44	\$ 2,259.21	\$ 31.16	\$ 38.95
3	\$ 66,924.49	\$ 2,574.02	\$ 35.50	\$ 44.38
4	\$ 74,307.93	\$ 2,858.00	\$ 39.42	\$ 49.28
5	\$ 88,109.16	\$ 3,388.81	\$ 46.74	\$ 58.43
C	\$ 105,924.63	\$ 4,074.02	\$ 56.19	\$ 70.24
B	\$ 122,207.72	\$ 4,700.30	\$ 64.83	\$ 81.04
T1	\$ 106,931.30	\$ 4,112.74	\$ 56.73	\$ 70.91
T2	\$ 122,207.72	\$ 4,700.30	\$ 64.83	\$ 81.04

72. Classification Framework

LEVEL 1
<p>1. Education, Work and Experience</p> <p>1.1. Perform duties that do not require formal qualifications or work experience prior to engagement.</p> <p>1.2. Duties may, however, require the provision of structured on the job training after engagement.</p>
<p>2. Task Level Description</p> <p>2.1. Perform repetitive tasks covered by instructions and procedures for which job holder usually requires less than three (3) months of on the job training to achieve competence.</p> <p>2.2. Able to follow clear instructions.</p> <p>2.3. Some knowledge of technical materials and equipment may be required.</p>
<p>3. Problem Solving Ability and Decision Making</p> <p>3.1. Solve problems where the situations encountered are repetitive.</p> <p>3.2. The alternatives for the jobholder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.</p>
<p>4. Level of Supervision</p> <p>4.1. Clear and detailed instructions are provided.</p> <p>4.2. Tasks are covered by standard procedures.</p> <p>4.3. Responses to unfamiliar situations are determined at higher levels.</p> <p>4.4. Work is regularly checked.</p> <p>4.5. Regular and routine supervision.</p>
<p>5. Organisational Impact and Knowledge</p> <p>5.1. Can be expected to provide straightforward information to others on building or service locations.</p> <p>5.2. Employee follows procedures and demonstrates basic courtesy in their dealings with others.</p> <p>5.3. Adhere to all policies and procedures that support WHS and apply a duty of care to all activities.</p>

LEVEL 2
<p>1. Education, Work and Experience</p> <p>1.1. Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> • Completion of Year 12 with relevant work experience; or • Completion of Year 10 and several years relevant work experience; or • An equivalent level of knowledge gained through any other combination of education, training and/or experience.
<p>2. Task Level Descriptor</p> <p>2.1. Where procedures are clearly established, perform a range of straightforward tasks adhering to clear instructions and procedures.</p> <p>2.2. Under instruction, may occasionally perform some more complex tasks for which detailed procedures of standardised instructions exist and where assistance or advice is readily available.</p> <p>2.3. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with Level 2.</p>
<p>3. Problem Solving Ability and Decision Making</p> <p>3.1. At this level it is expected that problems encountered will be similar and the relevant response will be covered by established techniques, procedures or instructions.</p>

<p>3.2. The choices to be made between alternate actions are straightforward or follow familiar patterns and assistance will be available when unusual circumstances are encountered or when established responses are not effective.</p> <p>3.3. An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</p> <p>3.4. Employees are accountable for their own work which is performed within established practices, methods and procedures, with more complex tasks performed occasionally.</p>
<p>4. Level of Supervision</p> <p>4.1. Direction is provided on the tasks to be undertaken.</p> <p>4.2. Non-standard or more complex tasks will be subject to detailed instructions and checking.</p> <p>4.3. Routine supervision of straightforward tasks.</p> <p>4.4. Supervision received for tasks that:</p> <ul style="list-style-type: none"> • Have clearly defined objectives; • Have clearly defined procedures; • Have guidelines and work routines are clearly defined; and • Where decisions are made between a range of straightforward alternatives.
<p>5. Organisational Impact and Knowledge</p> <p>5.1. Knowledge of and ability to relay information on requirements or procedures in own work area or perform tasks that may involve providing a general directory service to other employees.</p> <p>5.2. Use tact when dealing with others.</p> <p>5.3. Perform tasks which may involve relaying information on requirements or procedures where interpretation or problem solving is not required.</p> <p>5.4. Adhere to all policies and procedures that support WHS and apply a duty of care to all activities.</p>

<p>LEVEL 3</p>
<p>1. Education, Work and Experience</p> <p>1.1. Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> • Completion of a trade relevant accredited certificate, without subsequent experience as a qualified tradesperson upon appointment; or • Completion of Year 12, normally with subsequent relevant work experience; or • Completion of a certificate or associate diploma with no relevant on the job experience; or • An equivalent level of knowledge gained through any other combination or education, training, and/or experience. • Advancing through this level may perform duties that require further on the job training or knowledge and training equivalent to progress towards completion of an associated diploma.
<p>2. Task Level Descriptor</p> <p>2.1. Tasks at this level are likely to be of a routine nature within established work routines.</p> <p>2.2. Experience and knowledge of routine technical skill/assistance may be required.</p> <p>2.3. Tasks require some theoretical knowledge and interpretation of rules, guidelines, procedures and instructions.</p> <p>2.4. Tasks should have some degree of complexity and variety. Guidance or development would normally be provided before new tasks or situations are handled.</p> <p>2.5. Some task complexity, requiring the practical application of acquired skills and knowledge consistent with level 3.</p>
<p>3. Problem Solving Ability and Decision Making</p> <p>3.1. Solve similar problems using a combination of learned methods, procedures, precedents, practices and experience, where initiative and interpretation at the application of procedures or established work practices will be required.</p>

<p>3.2. Exercise judgement on work methods and task sequences within specified timelines and established practices and procedures.</p> <p>3.3. Provide solutions or courses of action within established guidelines or policy.</p> <p>3.4. Identify routine problems, apply measures to assist to resolve and inform manager of the issues.</p> <p>3.5. Meet set priorities</p> <p>3.6. Use discretion in routine problem solving</p> <p>3.7. Assist in identifying ways to improve performance of tasks.</p>
<p>4. Level of Supervision</p>
<p>4.1. Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences.</p> <p>4.2. Guidance on the approach to non-standard or more complex circumstances will be provided by others.</p> <p>4.3. Mentoring of other employees may be required, where those employees perform a range of straightforward tasks, following set procedures or routines.</p> <p>4.4. Close Supervision of more complex tasks.</p>
<p>5. Organisational Impact and Knowledge</p>
<p>5.1. Perform tasks which may involve:</p> <ul style="list-style-type: none"> • Knowledge and sensitivity to identify the consequences of routine decisions or courses of action on people and work areas; • Provision of information to employees and work areas which is accurate and easily understood within established guidelines; • The ability to communicate with people and liaise with work areas; • Clear understanding of the role and function of own work area; • Some knowledge of the Coal Services organisation; and • Knowledge of the work area processes and understanding of how they interact with other related areas and processes 3.5.3 Adhere to all policies and procedures that support WHS and apply a duty of care to all activities.

<p>LEVEL 4</p>
<p>1. Education, Work and Experience</p>
<p>1.1. Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> • Completion of a diploma level qualification; or • Completion of a Certificate IV with relevant work experience; or • Completion of a post-trades certificate and extensive relevant experience and on the job training; or • Completion of a Certificate III with extensive relevant work experience; or • An equivalent combination of relevant experience and/or education/training.
<p>2. Task Level Descriptor</p>
<p>2.1. Perform a variety of tasks that require a sound working knowledge of relevant trade, technical or administration practices, include limited creative, planning or design functions, and require an awareness of the relevant theoretical or policy or policy context.</p> <p>2.2. A sound knowledge of Coal Services policies and procedures</p> <p>2.3. Some specialist knowledge or skills or a broad knowledge with depth in some areas</p> <p>2.4. Ability to understand principles and reasoning behind policies;</p> <p>2.5. Application of planning, coordination and evaluation for task completion</p> <p>2.6. Establish and implement plans to ensure that assignments and projects are successfully completed.</p>
<p>3. Problem Solving Ability and Decision Making</p>
<p>3.1. Base decisions and measures for identified problematic issues on the principles of policies underlying established procedures, practices or systems</p> <p>3.2. Will use operational experience to monitor and contribute to local procedures and systems.</p>

<p>3.3. May be responsible for supervising others performing a range of tasks within a single work unit, providing on the job training and assistance to others, and/or coordinating employees (including liaison with employees at higher levels) contributions to assignments or projects. May undertake stand-alone work appropriate to this level.</p> <p>3.4. Do basic analysis and resolve more difficult problems within established frameworks.</p> <p>3.5. Be proficient with the interpretation of policy and procedure of assigned tasks at this level.</p> <p>3.6. Identify and monitor priorities.</p> <p>3.7. Investigate and research straightforward matters which need clarification or resolution or use in planning for technical purposes.</p> <p>3.8. Interpret and apply relatively straightforward rules, legislation or policies.</p> <p>3.9. Make recommendations on courses of action to be taken, for authorisation by others.</p> <p>3.10. Take responsibility for own tasks and coordination of specified tasks.</p>
<p>4. Level of Supervision</p>
<p>4.1. Supervision received:</p> <ul style="list-style-type: none"> • Guidance is available in situations where courses of action are not defined or too complex. • Supervision is limited when established rules, procedures and guidelines are provided and understood. • Guidance on specific tasks or projects is made available. <p>4.2. Supervision given:</p> <ul style="list-style-type: none"> • May supervise other employees within a work area. • May work in a team requiring coordination of employees and tasks temporarily on an ad hoc basis at provide at a low-level supervision. • Mentoring of other employees may be required, where those employees perform a range of straightforward tasks, following set procedures or routines. <p>4.3. Direction should be sought in situations which require clarification or policy outcomes and complex problems.</p> <p>4.4. Allocate clear authority and responsibility to appropriate people to ensure that projects and tasks are successfully completed.</p> <p>4.5. Apply sound time management techniques to activities to ensure, for self and supervised tasks.</p>
<p>5. Organisational Impact and Knowledge</p>
<p>5.1. Perform tasks/assignments which may:</p> <ul style="list-style-type: none"> • Involve providing advice or information which may influence the actions of others or outcomes of work areas/projects. • Involve negotiating and liaising with a range of people, working towards agreed outcomes. • Involve providing guidance and advice to resolve work related problems, taking into consideration the needs of people, the objectives of the work area/project and Coal Services policies • Involve coordinating the activities of a range of employees, including those of a more senior level to contribute to a project • Involve demonstrating a sound knowledge of the role and function of immediate work area and an awareness of the role of other work units <p>5.2. Adhere to all policies and procedures that support WHS and apply a duty of care to all activities. Report all safety issues and concerns, discuss safety with teams.</p>

<p>LEVEL 5</p>
<p>1. Education, Work and Experience</p>
<p>1.1. Perform duties at a skill level that requires;</p> <ul style="list-style-type: none"> • Completion of a degree; or • Completion of a diploma qualification and subsequent relevant work experience; or • Completion of a Cert IV or post trades certificate and extensive relevant work experience; or

- An equivalent combination of relevant experience, and/or education/training.

2. Task Level Descriptor when and as required to have the ability to:

- 2.1. Knowledge of theoretical principles, procedures and techniques, as applied to a range of common predicted circumstances.
- 2.2. Ability to apply some specialist knowledge or technical expertise.
- 2.3. Ability to manage a range of functions within a particular functional area.
- 2.4. Ability to meet organisational goals.
- 2.5. Practical demonstration to Employee's specialist knowledge or technical expertise.
- 2.6. Apply, interpret and/or advise on policies, systems, manuals, rules, procedures or guidelines the application of a substantial set of rules to the consideration of varying individual cases.

3. Problem Solving Ability and Decision Making

- 3.1. Demonstrate analytical and problem-solving skills within more complex rules and guidelines or technical situations.
- 3.2. Draw conclusions and provide recommendations to senior employees on complex issues, in your role.
- 3.3. Provide information for planning and review of work area/project.
- 3.4. May be required to make regular day to day operational decisions, such as provision of services/resources to other work areas or projects.
- 3.5. Utilise initiative in immediate work area/project.
- 3.6. Demonstrate knowledge or organisation and management techniques.
- 3.7. Solve diverse problems by applying judgement and initiative based either on theoretical knowledge or on a thorough knowledge of a complex set of rules, activities, techniques or procedures.

4. Level of Supervision

- 4.1. May Supervise and/or provide direction and support by allocating clear authority and responsibility to appropriate people to ensure that projects and tasks are successfully completed.
- 4.2. May Supervise and/or provide direction and support through procedural direction may be necessary in the absence of detailed knowledge or procedures and policies, and techniques.
- 4.3. Provide limited direction when defined policy or guidelines are available.
- 4.4. Seek direction to be provided to establish clear objectives and goals.
- 4.5. With the guidance, support and mentoring of the manager to this level, supervision of others may be required.
- 4.6. Co-ordinate activities and employees and allocate tasks in a team;
- 4.7. May work independently on specific task or project areas.
- 4.8. Mentoring of other employees may be required, where those employees perform a range of straightforward tasks, following set procedures or routines.

5. Organisational Impact and Knowledge

- 5.1. Involve providing detailed advice/information/solutions to problems in the context of complex but standard circumstances.
- 5.2. Involve liaising and negotiating on a range of activities /issues and assess impact on others and work area or monitoring or project milestones/objectives.
- 5.3. Involve demonstrating an understanding of the role of the work area and its function within the broader organisation.
- 5.4. Involve demonstrating an understanding of a range of policies.
- 5.5. Require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaption to achieve objectives and advise, assist and influence others.
- 5.6. Adhere to all policies and procedures that support WHS and apply a duty of care to all activities. Report all safety issues and concerns, discuss safety with teams.

MANAGER C

1. Education, Work and Experience

- 1.1. Perform duties at a skill level that requires:
- A degree with relevant experience;
 - Extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
 - An equivalent combination of relevant experience and/or education/training.

2. Task Level Descriptor

- 2.1. Develop clear objectives and accountabilities.
- 2.2. Ensure the performance review and develop process is adhered to.
- 2.3. Application of knowledge or theoretical principles, procedures and techniques, as applied to either predicted or irregular circumstances.
- 2.4. Latitude to develop or redefine procedures in consultation with managers at a higher classification level.
- 2.5. Application of significant specialist knowledge or technical expertise.
- 2.6. Developing and establishing protocols to enable new procedures.
- 2.7. Responsibility for analysis, support, maintenance and some development of system functionality.
- 2.8. Ability to coordinate and manage a small functional team and/or ability to coordinate and manage customer needs
- 2.9. Ability to develop task methodologies or procedures within policy guidelines.
- 2.10. Ability to analyse and research, provide interpretation, specialist advice and decisions on rules and entitlements or technical tasks or systems.
- 2.11. Management of specialised teams, equipment and facilities or some frontline management of functional teams or day to day running of projects.
- 2.12. Perform a range of assignments that:
- Are guided by policy or objectives and where relevant, by professional standards;
 - Require a conceptual understanding of relevant policies, procedures, or systems; and
 - Require interpretation in the application of policy and/or precedent; and
 - In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience. The investigation of a range of operating and design issues may be a key duty at this level.

3. Problem Solving Ability and Decision Making

- 3.1. Solve both common and unusual problems.
- 3.2. Identify responses to new or unique circumstances /technical problems for consideration by others, including making recommendations to senior employees.
- 3.3. Apply theoretical or technical expertise to design, review, develop or test complex equipment systems or procedures.
- 3.4. Make operational decisions such as provision of services/resources to other work areas/projects in consultation with managers of a higher classification level.
- 3.5. Exercise high level diagnostic, analytical and reporting skills.
- 3.6. Apply discretion to innovate within own functional area taking responsibility for outcomes.
- 3.7. Undertake planning involving resource use or develop proposals for resource allocation.

4. Level of Supervision

- 4.1. Supervision may include:
- Extensive supervisory responsibility for employees performing a set of related functions;
 - Leadership responsibility for employees performing a set of related functions; and
 - Employees reporting indirectly to the position.
- 4.2. Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant.
- 4.3. Supervise and/or provide direction and support by using a range of techniques to build a high performing team that has clear structure and direction, and is focussed on meeting the team's goals.
- 4.4. Will set priorities and monitor common workflows and systems within an area of responsibility (i.e. for own position and for a team or section if applicable)

<p>4.5. Work in a situation where job objectives and performance criteria are developed and implemented.</p> <p>4.6. Managers at Level C report into Managers at Level B or above.</p>
<p>5. Organisational Impact and Knowledge</p> <p>5.1. Compliance with relevant legislation, industry codes and company policy and procedures.</p> <p>5.2. Provide authoritative advice in recurring but unusual circumstances.</p> <p>5.3. Provide advice/information, including interpretation, which would normally have a substantial influence at the individual or work group level.</p> <p>5.4. Provide adapting procedures and techniques as required to achieve objectives.</p> <p>5.5. Introduce change in the functional area, liaising/negotiating with other areas where necessary and demonstrating an awareness of the impact of outcomes on the broader organisation.</p> <p>5.6. Require proficiency in the work areas existing rules, regulations, policies, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas or project outcomes.</p> <p>5.7. Involve providing leadership and guidance in the operational planning of technical, research, administrative activities for Coal Services.</p> <p>5.8. May provide influential input to policy or system development on the basis of expertise in the operational aspects of current systems and their impact</p> <p>5.9. Adhere to all policies and procedures that support WHS and apply a duty of care to all activities. Report all safety issues and concerns, discuss safety with teams.</p> <p>5.10. Ensure that all direct reports practice and encourage a work life balance that is consistent with CS values. Manage and support hours of work of team members/direct reports who access flexible working hours to ensure that the hours worked for credit do not exceed a healthy working day.</p>

<p>MANAGER B</p>
<p>1. Education, Work and Experience</p> <p>1.1. Postgraduate qualification or progress towards post graduate qualification and extensive, internal CS or external relevant experience.</p> <p>1.2. Will provide leadership and foster excellence in policy development for their business unit.</p> <p>1.3. Sound experience of the relevant industry area.</p> <p>1.4. Strong experience in managing and developing employees.</p>
<p>2. Task Level Descriptor</p> <p>2.1. Develop, review or evaluate significant policies, programs or initiatives.</p> <p>2.2. Ensure the performance review and develop process is adhered to.</p> <p>2.3. Be the recognised authority within Coal Services in a complex specialised area.</p> <p>2.4. Develop or apply new principles and technology.</p> <p>2.5. Provide professional or consultancy services with recognised standing across or outside of the organisation.</p> <p>2.6. Be aware of and work within the parameters of budgets set. Take responsibility for financial performance of reporting team and business unit.</p>
<p>3. Problem Solving Ability and Decision Making</p> <p>3.1. Establishes and implements plans to ensure that assignments and projects are successfully completed.</p> <p>3.2. Develop and implement programs, priorities and procedures within given role objectives.</p> <p>3.3. Lead the design, development and implementation of solutions to complex technical problems/new systems/significant projects.</p> <p>3.4. Have some latitude in the initial definition of the individual employees or teams reporting into this level role when aligning and reviewing objectives/services/projects.</p> <p>3.5. Set objectives across a range of functional areas, taking account of planning directions.</p> <p>3.6. Commit Coal Services to significant budget expenditure subject to formal authorisation, and delegations.</p>

3.7. Provide advice to support strategy requiring integration of a range of Coal Services policies, external requirements or expert knowledge, and an ability to achieve objectives operating within complex organisational structures.
4. Level of Supervision
<p>4.1. Use a range of techniques to build a high performing team that has a clear structure and direction, and is focussed on meeting the team's goals.</p> <p>4.2. Facilitates the improved performance of others by giving advice and guidance; ensuring that they are fully focussed on, and accept responsibility for, achieving goals.</p> <p>4.3. At this level there is an expectation to advise on and have substantial influence over the establishment of priorities, programs and/or budgets, (formulation and expenditure) for any business unit, and have scope to reset priorities or resources within overall program objectives or between positions or sections for which the position has line management responsibility.</p> <p>4.4. Will have considerable management responsibility for employees working across a range of functions.</p> <p>4.5. Managers in Level B reports into managers above.</p> <p>4.6. Coach guide and manage the performance of the teams to support and assist with the facilitation continuous improvement.</p>
5. Organisational Impact and Knowledge
<p>5.1. Responsibilities at this level will require a thorough knowledge of Coal Services wide policies.</p> <p>5.2. The external environment (e.g. government legislation, codes, guidelines and requirements); and/or diverse research/technical and teaching activities.</p> <p>5.3. Perform tasks which may involve:</p> <ul style="list-style-type: none"> • Playing a leading role in developing policies and coordinating the interests and activities of their functional areas, • Providing expert advice which may impact on: a broad range of functional areas; or a specialist technical area that has a broad impact across Coal Services; or • Complex technical support and solutions to significant functions of Coal Services • Implementing programmes or functions which may impact upon other areas of Coal Services. <p>5.4. Adhere to all policies and procedures that support WHS and apply a duty of care to all activities. Work with and support the WHS committee to ensure the safety and welfare of all employees, (and both internal and external customers) by adherence to WHS policy, risk identification, provision of training and leading by example. Report all safety issues and concerns, discuss safety with teams.</p> <p>5.5. Ensure that all direct reports practice and encourage a work life balance that is consistent with CS values. Manage and support hours of work of team members/direct reports by ensuring adequate resources exist to enable the desired balance of work/life balance.</p>

TECHNICAL LEVEL 1
1. Education, Work and Experience
<p>1.1. Perform duties at a skill level that requires:</p> <ul style="list-style-type: none"> • A degree with relevant experience; • Extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or • An equivalent combination or relevant experience and/or education/training.
2. Task Level Descriptor
<p>2.1. Develop clear objectives and accountabilities.</p> <p>2.2. Provide input into the performance review and development process for staff.</p> <p>2.3. Participate in the performance review and development process where and as required</p> <p>2.4. Application of knowledge or theoretical principles, procedures and techniques, as applied to either predicted or irregular circumstances.</p> <p>2.5. May be the recognised authority within Coal Services in a complex specialised area.</p>

- 2.6. May be that Consultancy services with recognised standing across or outside of the organisation.
- 2.7. Latitude to propose new or redefined procedures.
- 2.8. Application of significant specialist knowledge or technical expertise.
- 2.9. Developing and establishing proposed protocols to enable new procedures.
- 2.10. Responsibility for analysis, support, maintenance and some development of system functionality.
- 2.11. Involvement with specialised teams, equipment and facilities or day to day running of projects.
- 2.12. Perform a range of assignments that:
 - Are guided by policy or objectives and where relevant, by professional standards;
 - Require a conceptual understanding of relevant policies, procedures, or systems;
 - Require interpretation in the application of policy and/or precedent; and
 - In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience. The investigation of a range of operating and design issues may be a key duty at this level.
- 2.13. Ability to coordinate and manage a small functional team and/or ability to coordinate and manage customer needs.
- 2.14. Ability to develop task methodologies or procedures within policy guidelines.
- 2.15. Ability to analyse and research, provide interpretation, specialist advice and decisions on rules and entitlements or technical tasks or systems.

3. Problem Solving Ability and Decision Making

- 3.1. Solve both common and unusual problems.
- 3.2. Identify responses to new or unique circumstances /technical problems for consideration by others, including making recommendations to senior employees.
- 3.3. Apply theoretical or technical expertise to design, review, develop or test complex equipment, systems or procedures.
- 3.4. Provide input into operational decisions such as provision of services/resources to other work areas/projects.
- 3.5. Exercise high level diagnostic, analytical and reporting skills.
- 3.6. Apply discretion to innovate within own functional area taking responsibility for outcomes.
- 3.7. Undertake planning involving resource use or develop proposals for resource allocation.

4. Level of Supervision

- 4.1. Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant.
- 4.2. Will set priorities and monitor common workflows and systems within an area of responsibility (i.e. for own position and for a team or section if applicable).
- 4.3. Supervise and guide project team if applicable and when required.
- 4.4. Work in a situation where job objectives and performance criteria are developed and implemented.
- 4.5. Technical at Level 1 report into Managers at Level B or above.
- 4.6. Coach guide and provide feedback regarding the performance of the teams to support and assist with the facilitation continuous improvement.
- 4.7. May Supervise and/or provide direction and support by using a range of techniques to build a high performing team that has clear structure and direction, and is focussed on meeting the team's goals.

5. Organisational Impact and Knowledge

- 5.1. Compliance with relevant legislation, industry codes and company policy and procedures.
- 5.2. Provide authoritative advice in recurring but unusual circumstances.
- 5.3. Provide advice/information, including interpretation, which would normally have a substantial influence at the individual or work group level.
- 5.4. Provide adapting procedures and techniques as required to achieve objectives.
- 5.5. Propose change in the functional area, liaising/negotiating with other areas where necessary and demonstrating an awareness of the impact of outcomes on the broader organisation.
- 5.6. Require proficiency in the work areas existing rules, regulations, policies, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas or project outcomes.

- 5.7. May provide leadership and guidance in the operational planning of technical, research, administrative activities for Coal Services.
- 5.8. May provide influential input to policy or system development on the basis of expertise in the operational aspects of current systems and their impact.
- 5.9. Adhere to all policies and procedures that support WHS and apply a duty of care to all activities. Report all safety issues and concerns, discuss safety with teams.
- 5.10. Practice and encourage a work life balance that is consistent with CS values.

TECHNICAL LEVEL 2

1. Education, Work and Experience

- 1.1. Postgraduate qualification or progress towards post graduate qualification and extensive, internal CS or external relevant experience.
- 1.2. Provides leadership and fosters excellence in policy development for their business unit.
- 1.3. Extensive management experience/substantial technical expertise.
- 1.4. Sound experience of the relevant industry area.
- 1.5. Strong experience in managing and developing employees, projects and change implementation.

2. Task Level Descriptor

- 2.1. Develop, review or evaluate significant policies, programs or initiatives.
- 2.2. Participate in the performance review and development process where required.
- 2.3. May provide input into the performance review and development process for staff.
- 2.4. Be the recognised authority within Coal Services in a complex specialised area.
- 2.5. Develop or apply new principles and technology demonstrating high level creative, planning and strategic management functions.
- 2.6. Consultancy services with recognised standing across or outside of the organisation.
- 2.7. Be aware of and work within the parameters of budgets set. Take responsibility for financial performance of reporting team and business unit.
- 2.8. Supervise and guide project team if applicable and when required.

3. Problem Solving Ability and Decision Making

- 3.1. Accountability for establishing and implementing plans to ensure that assignments and projects are successfully completed.
- 3.2. Develop and implement programs, priorities and procedures within given role objectives.
- 3.3. Lead the design, development and implementation of solutions to complex technical problems/new systems/significant projects.
- 3.4. Provide input in the initial definition of the individual employees or teams reporting into this level role when aligning and reviewing objectives/services/projects.
- 3.5. Set objectives across a range of functional areas, taking account of planning directions.
- 3.6. Commit Coal Services to significant budget expenditure subject to formal authorisation, and delegations.
- 3.7. Provide advice to support strategy requiring integration of a range of CS policies, external requirements or expert knowledge, and an ability to achieve objectives operating within complex organisational structures.

4. Level of Supervision

- 4.1. Propose/develop a range of techniques to build a high performing team and/or business performance that has a clear structure and direction, and is focussed on meeting the Business' objectives.
- 4.2. Facilitates the improved performance of others by giving advice and guidance; ensuring that they are fully focused on and accept responsibility for achieving goals.
- 4.3. At this level there is an expectation to advise on and have substantial influence over the establishment of priorities, programs and/or budgets, (formulation and expenditure) for any business unit, and have scope to reset priorities or resources within overall program objectives.
- 4.4. Technical in Level 2 report into Managers at Level B or above.

4.5. Coach, guide and provide feedback regarding the performance of the teams /and or business performance to support and assist with the facilitation continuous improvement.
5. Organisational Impact and Knowledge
5.1. Responsibilities at this level will require a thorough knowledge of Coal Services wide policies.
5.2. The external environment (e.g. government legislation, codes, guidelines and requirements); and/or diverse research/technical and teaching activities.
5.3. Perform tasks which may involve: <ul style="list-style-type: none"> • Playing a leading role in developing policies and coordinating the interests and activities of their functional areas, • Providing expert advice which may impact on: a broad range of functional areas; or a specialist technical area that has a broad impact across Coal Services; or • complex technical support and solutions to significant functions of Coal Services • Implementing programmes or functions which may impact upon other areas of Coal Services.
5.4. Adhere to all policies and procedures that support WHS and apply a duty of care to all activities. Work with and support the WHS committee to ensure the safety and welfare of all employees (and both internal and external customers) by adherence to WHS policy, risk identification, provision of training and leading by example. Report all safety issues and concerns, discuss safety with teams.
5.5. Practice and encourage a work life balance that is consistent with CS values.

73. Classifications Committee/Staffing Principles

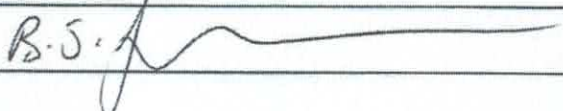
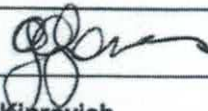
Coal Services and the unions will form a committee to complete a review of the classification structure, framework and staffing principles with the aim to produce a clearly defined process of moving between classification levels and determining reasonable workloads. It is agreed that the aim of the Parties is to have this matter determined within the first twelve (12) months from the ratification by Fair Work Commission.

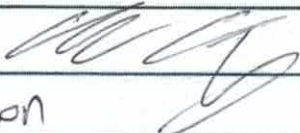

Schedule 1

Allowance Table

Allowance Type	Rate
Away Allowance	\$50.00
Out of Core Hours Allowance One of the following allowances will apply based on the commencement of the rostered shift as follows:	\$40.00
Morning Shift	\$20.00
Before 5.30am	\$15.00
From 5.30am to 5.59am	\$15.00
From 6.00am to 6.30am	\$20.00
One of the following allowances will apply based on the completion of the rostered shift as follows:	\$40.00
Evening Shift	
From 6.30pm to 7.30pm	
From 7.31pm to 8.30pm	
After 8.30pm	
On Site Industry Allowance	\$40.00
On Call Allowance	\$30.00

Signatories

Signed on behalf of Coal Services: 
Print Name: Bruce John Grimshaw
Position/Authority: Company Secretary / Legal Counsel
Address: Level 21, 44 Market St Sydney NSW 2000
In the presence of (signature): 
Print Witness Name: Renée Joy Kiprovich
Position/Authority: Human Resources Manager

Signed on behalf of Coal Services Employees: 
Print Name: Marc Charles Grayson
Position/Authority: RTO Manager
Address: 7 Moore St Maitland NSW 2320
In the presence of (signature): 
Print Witness Name: Taylah Deni Bisshopp
Position/Authority: Administration

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

O'Bray Smith
President
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

Signed on behalf of the CPSU, the Community and Public Sector Union (SPSF Group) NSW
Branch:



8-7-2022

PRINT NAME: STEWART LITTLE

POSITION/AUTHORITY: BRANCH SECRETARY

ADDRESS: 160 CLARENCE STREET, SYDNEY NSW 2000

In the presence of:



Print Witness Name:

LESLEY TWIGGER

Position/Authority:

EXECUTIVE SUPPORT OFFICER

22 July 2022

Commissioner Spencer
Fair Work Commission

Dear Commissioner Spencer

Re: AG2022/2376 - Application for approval of the Coal Services Enterprise Agreement 2022 (binding undertakings)

I refer to your email dated 19 July 2022 in relation to unclear terms in our proposed Coal Services Enterprise Agreement 2022 before Commissioner Spencer.

Terms of the Agreement

Shift worker definition

Coal Services Pty Limited undertakes that for the purposes of clause 42.3, any nurse who is employed on a seven (7) day roster basis and regularly works weekends, will be entitled to six (6) weeks annual leave for each year of service.

National Employment Standards (NES)

Personal/carer's leave

Coal Services Pty Limited undertakes that for the purposes of clause 46.9, that notice must be given to the employer "as soon as practicable" will be applied and adhered to in accordance with s.107(2)(a) of the Fair Work Act.

Furthermore, Coal Services Pty Limited undertakes that for the purposes of clause 46.3, that the General Manager may approve two (2) additional personal leave days without pay, "per occasion" will be applied consistent with s.97 and s.102 of the Fair Work Act.

Better Off Overall Test (BOOT)

Casual employee overtime - weekly hours

Coal Services Pty Limited undertakes that for the purposes of clause 26.3(c), that casual employees will be paid at overtime rates for hours worked in excess of weekly ordinary hours.

Shift penalties and weekend penalties

Coal Services Pty Limited undertakes that for the purposes of clause 23, that employees other than those engaged as "Health Professionals" will be paid at "overtime rates for hours worked outside of the core hours" as specified in clause 25.

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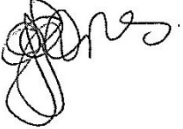
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Corrimal NSW 2518

Part-time employee agreed hours and overtime

Coal Services Pty Limited undertakes that for the purposes of clause 26.2(a), that part-time employees will continue to be provided with a written agreement which outlines the employees regular pattern of work including the number of hours to be worked each week, days of the week the employee will work and starting and finishing times each day. Further, all time worked at the direction of the employer in excess of these hours will be paid at the appropriate overtime rate.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Renée Kiprovich', with a stylized flourish at the end.

Renée Kiprovich
HR Manager