

DECISION

Fair Work Act 2009
s.185—Enterprise agreement



RTL Mining and Earthworks Pty Ltd
(AG2022/3650)

RTL MINING AND EARTHWORKS PTY LTD / CFMMEU YALLOURN MINE ENTERPRISE AGREEMENT 2022

Mining industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 9 SEPTEMBER 2022

Application for approval of the RTL Mining and Earthworks Pty Ltd / CFMMEU Yallourn Mine Enterprise Agreement 2022

[1] RTL Mining and Earthworks Pty Ltd has made an application for approval of an enterprise agreement known as the *RTL Mining and Earthworks Pty Ltd / CFMMEU Yallourn Mine Enterprise Agreement 2022* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval has been met.

[3] The Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) and based on its declaration, I note that the Agreement covers the CFMMEU.

[4] The Agreement was approved on 9 September 2022 and, in accordance with s 54, will operate from 16 September 2022. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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**RTL Mining and Earthworks Pty
Ltd / CFMMEU YALLOURN MINE
ENTERPRISE AGREEMENT
2022**

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1. APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the 'RTL Mining and Earthworks Pty Ltd / CFMMEU Yallourn Mine Enterprise Agreement 2022' (**this Agreement**).

1.2 Parties

The parties to this Agreement are:

- (a) RTL Mining and Earthworks Pty Ltd ('**RTL**'); and
- (b) Employees employed by the RTL at the Yallourn Mine in the classifications in clause 3.4 of this Agreement.

1.3 Application, Scope and Coverage

- (a) This Agreement binds and covers:
 - (i) RTL;
 - (ii) the Employees who perform the following work:
 - (A) All coal mining operations whether excavation, treatment, transportation or storage;
 - (B) All overburden and inter-seam removal operations whether excavation, treatment, transportation, disposal, utilisation or storage;
 - (C) All ancillary operations related to coal mining and overburden removal, whether incidental or integral;
 - (D) All maintenance work and activities associated with coal mining, overburden removal or ancillary plant apparatus or equipment; and
 - (E) All site preparation, development and restoration ('**the Employees**'); and
 - (iii) the Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU), Mining and Energy Division, Victorian District Branch ('**the Union**').
- (b) For the avoidance of doubt, this Agreement does not apply to:
 - (i) Employees who have entered into or who enter into staff employment contracts with RTL for work other than the work of employees covered by clause 1.2 (b) of this agreement; and
 - (ii) Employees of RTL engaged on any other site.
- (c) In accordance with the *Fair Work Act 2009* ('**FWA**') this Agreement shall continue to bind any successor, assignee or transferee of the contracted works.

1.4 **Sanctity of Agreement**

- (a) Subject to 1.4(b) this Agreement is stand alone and insular in nature and has been developed by the parties to reflect and accommodate the specific circumstances of the mine. Unless referred to herein this Agreement shall supersede and replace all previous Awards, Certified Agreements and all other local Agreements whether written or verbal in their entirety.
- (b) This Agreement shall incorporate the Electrical Power Industry Award 2020 as at the date of operation of this Agreement. Where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.
- (c) This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5 **Term of Agreement**

This Agreement shall operate 7 days after it is formally approved by the Fair Work Commission and will remain in force until 30 June 2026.

The wage increases in this Agreement will be backdated to the first pay period after 10 October 2021 following a successful vote by employees.

1.6 **Display of Agreement**

RTL shall make copies of this Agreement in portable size available to all employees.

2. TERMS AND CONDITIONS OF EMPLOYMENT

2.1 **Contract of Employment / Job Security**

Types of employment other than full-time weekly employment are provided for within this Agreement to facilitate flexibility to deal with unexpected workload demands, projects and seasonal work. The use of such employment categories shall not erode the job security, salaries or conditions of full-time employees.

It is recognised that Shift Managers/Supervisors duties may involve limited operational tasks. This does not include the normal operation of plant or the issuing of permits unless there is an imminent safety risk to personnel or plant.

2.2 **Confirmation of Employment**

All new employees, at the time of engagement, will be given a letter outlining their conditions of employment.

2.3 **Flexibility**

RTL may direct an employee to carry out any duties, which are within the limits of the employee's skill, competence and authorisation.

Any direction by RTL shall be consistent with its responsibility to provide a safe and healthy working environment.

All employees will travel to and from the muster point in paid time to start and finish at their workstation or nominated machine. The paid travel time includes 10 minutes for wash/shower time at the end of shifts.

Should a change to the muster point be considered, RTL, in accordance with clause 8, will consult with employees and, if requested, their representative (which may include the Union) before a change is made. RTL undertakes that any new muster point will include comparable facilities to the current muster point including a secure sealed car park and road access.

2.4 Higher Duties

Where an employee is required to perform duties in a higher classification, they will be paid in accordance with the following:

- (i) Any time worked up to half the shift – higher classification rate shall be paid for half of the shift; and
- (ii) Half a shift or greater – higher classification rate shall be paid for the whole shift.

2.5 Individual Flexibility Arrangement

RTL and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of permitted terms if:

- (a) the arrangement meets the genuine needs of RTL and the employee in relation to the arrangements about when work is performed; and
- (b) the arrangement is genuinely agreed to by RTL and the employee.

RTL must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FWA;
- (b) are not unlawful terms under section 194 of the FWA;
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

RTL must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of RTL and the employee; and
- (c) is signed by RTL and the 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 Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

RTL must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

RTL or the employee may terminate the individual flexibility arrangement:

(a) by giving no more than twenty eight (28) days written notice to the other party to the arrangement; or

(b) if RTL and the employee agree in writing — at any time.

2.6 Probationary Employment

All new employees other than casuals shall have a probationary period of three months. During the probationary period the employee's service will count for the purposes of accruing entitlements and benefits, which apply under this Agreement. During the probationary period, the performance of new employees will be monitored and where there are any concerns regarding that performance, it will be discussed with them at the earliest convenience. Attempts will be made to correct any minor deficiencies prior to a decision being made on termination.

If RTL elects to terminate an employee during the probationary period, the employee must be given the reasons for the termination. During the probationary period, RTL or the employee may terminate employment by giving one week's notice.

2.7 Weekly Employment

All employees shall be engaged on a weekly basis unless specifically engaged as a casual or seasonal worker.

2.8 Casual Employees

Casual employees are employed to facilitate flexibility to deal with unexpected workload demands, events and projects. They will be employed by the day and shall be paid at the appropriate rate for the position filled plus a casual loading of 25% which is in lieu of annual leave, sick leave and public holidays. Termination of a casual employee shall require one day's notice given at any time during the week or the payment or forfeiture of one day's pay as the case may be.

Casuals may be used to fill full time positions to cover long-term sick leave, long service leave and rec leave that exceeds one month's duration.

Where practicable and subject to them having the required skills, permanent employees from other crews will be given the opportunity to fill the temporarily vacant position and a casual employee may be used to back fill their position.

Where practicable, casuals will be sourced from the established RTL pool of labour. The union signatory to this agreement may forward applicants for casual positions to the Mine Manager who will take them into consideration when filling casual positions.

Any casual employee whose period of engagement as a casual exceeds the period between the seasons in a twelve (12) month period and is doing the same work for the whole period of engagement will be the subject of a review through the consultative process in clause 8.

Overtime and penalty rates shall apply to casual employees on the same basis as they do to permanent employees.

2.9 **Seasonal Workers**

Seasonal workers may be employed during the dry months of the year, usually November to May. In addition to their normal rate seasonal employees shall accrue severance pay at the rate of \$4.07 per hour (indexed annually at the anniversary date at CPI) up to 36 hours per week for the length of the season. The severance accrual shall be paid on termination at the end of each season.

Seasonal workers will be paid weekly. The hourly rates of pay will be those derived from the annual salaries identified in this Agreement.

The redundancy entitlement will be paid thus:

- o RTL will contribute to the Incolink redundancy fund on behalf of seasonal employees at the appropriate rate.
- o The difference between the accrual rate for redundancy purposes (\$4.07 per hour) and the quantum of contributions made to Incolink on an employee's behalf will be paid as a cash redundancy payment at the end of the season.

RTL will make Trauma Accident Insurance payment to Incolink on behalf of seasonal employees. In return employees will, in the event of illness or injury access the scheme's benefits before accessing the sick leave entitlements under this Agreement.

RTL will make periodic contributions to Coinvest – The industry long service leave fund at the appropriate rate.

Banked RDO's when paid out will be paid at the rate at which the entitlement was accrued.

2.10 **Filling of Vacancies**

Before advertising externally all vacant positions will be advertised internally to allow existing employees covered by this Agreement the opportunity to apply for the position. The option of transferring existing employees with the appropriate skills or the potential to develop the required skills into the vacant position will be considered before external applicants are sought.

Unsuccessful internal applicants will be given the opportunity for a follow-up discussion if they desire. If an unsuccessful applicant believes he or she has a genuine grievance the provisions of clause 2.16 Dispute Grievance Procedure may be enacted.

2.11 **Counselling and Discipline Procedure**

RTL's Counselling and Discipline Procedure is a structured approach to handling employee discipline matters. It will be invoked in cases where unacceptable employee performance and/or conduct requires disciplinary action.

Performance and conduct related matters shall be resolved by the application of RTL's Counselling and Discipline procedure outlined in the table below.

Employees have the right to involve a witness of their choice, which may include their Union representative, at any stage in the process.

After a period of twelve (12) months an employee with a warning will have that warning commuted and if they have more than one warning they will be moved back one step in the process. Where an employee invokes the grievance procedure the discipline process will be on hold until the grievance is resolved.

Steps	Who's Involved	Records
1. Oral Warning	Employee Team Leader Union representative notified of disciplinary action if requested	Diary note. Note to file <u>only</u> if reaction to the disciplinary action by the employee is unacceptable
2. First Written Warning	Employee Team Leader Union Representative or Witness if requested	Note to file, signed by both employee and Team Leader, detailing the reason for the disciplinary action.
3. Final Written Warning	Employee Team Leader Union Representative or Witness if requested Line Manager	Note to file, signed by both employee and Team Leader, detailing the reason for the disciplinary action.
4. Dismissal	As above plus Senior Manager and the Union at District level if requested	Note to file detailing the reasons for dismissal.

This clause does not prevent summary dismissal on account of serious and willful misconduct.

2.12 Termination

This section does not apply to casual employees who are employed by the day and are required to give and be given a minimum of one (1) day's notice.

(a) Notice of Termination by the Employee

The employee must give one week's notice to terminate employment, or forfeit to RTL one week's pay instead of giving notice.

(b) Notice of Termination by RTL

Notice shall be given as per the following schedule or compensation paid in lieu:

Employee's Period of Continuous Service with RTL	Period of Notice
Less than one year	At least 1 week
One year and not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks
If +45 years of age and 2+ years of continuous service	Add 1 week

Notice must be worked out on the basis of the hours worked by the employee and the full rate of pay the employee would have earned if their employment had continued.

Provisions contained in this sub-clause shall not affect the right of RTL to dismiss an employee summarily, without notice, for serious and wilful misconduct.

2.13 **Redundancy**

Redundancy Procedure

In the event that there is a need to reduce the total number of employees engaged in the business or part of the business the following process will apply:

- (i) Consult with the employees (and any nominated representatives of employees) throughout the process;
- (ii) If possible reduce the number of casuals engaged;
- (iii) Reduce contractors to a minimum;
- (iv) Endeavour to employ employees affected in other RTL locations;
- (v) If necessary, volunteers for redundancy will be called for, and where more apply than is necessary the de-selection process referred to in point vi will apply; and
- (vi) Effect forced redundancies by applying a formal de-selection criteria arrived at through the consultative process.

Employee(s) declared redundant either on a voluntary or a compulsory basis shall be given the appropriate notice and will receive compensation based on four (4) weeks' pay for each year of service, with pro rata payments for part years capped at a maximum of one hundred and four (104) weeks. Employees who have been employed for less than three (3) years at the time of being made redundant will receive twelve (12) weeks.

Service for the purposes of redundancy under the terms of this Agreement shall be deemed to commence from the date an employee is employed by RTL at Yallourn Mine.

This clause does not apply to employees engaged on a seasonal or casual basis.

2.14 **Abandonment**

The absence of any employee from work for a continuous period exceeding three (3) working shifts without the consent of RTL and without notification to RTL shall be prima facie evidence that the employee has abandoned their employment. During such period, RTL will make every reasonable attempt to contact an employee prior to terminating their employment.

Termination of employment by abandonment shall operate from the date of last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to RTL whichever occurs last.

2.15 **Stand Down**

Subject to clause 2.16, RTL has the right to stand down an employee(s) for part or all of a day for serious misconduct or where industrial action occurs.

RTL has the right to stand down an employee if the employee cannot be usefully employed after three (3) or more days because of major breakdowns in machinery or equipment or any stoppage of work for which RTL cannot reasonably be held responsible. Alternative available work, training and leave taking opportunities shall be considered before stand-downs occur.

Prior to any stand downs occurring, the consultative processes in this agreement will be applied.

Any employee who is stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment.

2.16 **Dispute Grievance Procedure**

In the event of any dispute arising as to the interpretation or application of this Agreement or the National Employment Standards or any matter arising in connection with an employee/s' employment with RTL the procedure outlined below will apply.

The aim of the Dispute/Grievance Procedure is to:

- (a) Provide a mechanism to assist in the avoidance of grievances and or disputes;
- (b) Provide a mechanism to process grievances and or disputes in an orderly way;
- (c) Enable both parties to process disputes expeditiously and without disruption to normal work or prejudice to the final settlement; and
- (d) Provide a mechanism to resolve disputes over the disciplinary procedure.

In the event of an individual, their representative (which may include the union) or RTL raising a dispute or grievance the following actions shall be taken.

Step 1 In the event of an employee having a grievance or dispute, the employee shall in the first instance attempt to resolve the matter with his/her immediate supervisor, who shall respond to the matter as soon as reasonably practicable under the circumstances.

Step 2 If the grievance or dispute is not resolved by the immediate supervisor; the dispute/grievance shall be referred to the relevant site manager, and at the employee's request their representative, which may include the local Union representative.

Step 3 If the grievance/dispute remains unresolved the matter shall, at the employee's request, be referred to another representative, which may include a District Official of the Union.

Employees have the right to nominate a Union representative to assist them. The nominated Union representative may be present, during any stage of the grievance procedure.

Whilst these procedural steps are being followed, in accordance with sensible time limits, Employees who are parties to a dispute must while the dispute is being resolved:

- (a) Continue to work in accordance with their contract of employment, unless the employee has a reasonable concern about an imminent risk to their safety; and
- (b) Comply with any reasonable direction given by the Company to perform other available work within the same locality.

Notwithstanding the provisions of (a) and (b) immediately above, where matters have been discussed under the provisions of Clause 8 Consultation and where RTL proposes to implement a change to a work practice or working arrangement as a result of those discussions, RTL must:

- (a) Notify employees of the change; and,
- (b) Give employees a minimum of three (3) days' notice prior to the date of the implementation of the change.

In the event that RTL is notified that employees dispute the change prior to the date of implementation, the change will not be implemented. Work will continue in the way it was performed prior to the proposed change until the steps in the Dispute Grievance Procedure are completed and/or the dispute is resolved.

If RTL is not notified of a dispute during the three (3) days' notice period the change will be implemented on the proposed implementation date.

If, after discussions between the parties, in accordance with the steps outlined in this procedure a dispute remains unresolved, either party may make application to the Fair Work Commission for assistance in the form of Conciliation and/or Arbitration.

In discharging its role and exercising its powers under this procedure, the Fair Work Commission must not determine an outcome that is inconsistent with the Code for Tendering and Performance of Building Work 2016 or which is inconsistent with its legislative obligations.

The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

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3. WAGES AND ALLOWANCES

3.1 Classification Structure

This Agreement provides that all employees covered by it be paid in accordance with the classification structure and associated provisions outlined below.

3.2 Salaries

Employees covered by this Agreement will have increases applied to their annualised salaries as follows:

- (a) By 4.0% back to the 2 November 2021 pay period following a successful vote by employees in favour of this Agreement;
- (b) By a further 4.0% increase from the first full pay period after 10 October 2022;
- (c) By a further 4.0% increase from the first full pay period after 10 October 2023;
- (d) By a further 4.0% increase from the first full pay period after 10 October 2024; and
- (e) By a further 4.0% increase from the first full pay period after 10 October 2025;

3.3 New Employees

Employees who commence employment after the date of approval of this Agreement will be paid the salary appropriate for their classification and work roster as prescribed in Appendix 2 in this Agreement.

3.4 Classifications

Each employee's salary has been calculated from the ordinary rate which incorporates all appropriate allowances and special rates. The salaries for employees also include a traveling time component of fifteen (15) minutes traveling to and fifteen (15) minutes traveling from the work station or nominated machine. This component is paid on a shift basis at the appropriate rate. No additional allowances or payments, other than those specifically provided for in this Agreement shall apply.

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Classification Tables

Plant Operator (9DF)

Classification	Descriptions
Level 1	Trainee – Supernumerary, Labourer, Peggy, Non-skilled entry level with progression to L2 when assessed as competent to operate an Articulated Dump Truck
Level 2	Skilled entry level, i.e. Articulated Dump truck up to 50T; or, Rollers + Frypan & Bobcat with up to one year service; or, Trainee Driller's Assistant
Level 3	L2 skills + Excavator up to 40T; or, L2 skills + Grader; or, L2 skills + Rigid Dump Truck 50T & greater; or, L2 skills + Dozer up to D9 (other than Dump & Ash Pond Dozer) & Front end Loader with greater than 2 years' service; or, L2 + Driller with less than 2 years' service; or, L2 + Assistant Driller + Rigger/Dogman with greater than 2 years' service
Level 4	L3 skills + Excavator greater than 40T working with a production fleet of trucks; or, L3 skills + Dump or Ash Pond Dozer; or, L3 skills + Final trim Grader; or, L3 skills + D11 dozer; or, Driller with greater than 2 years' drilling experience + Rigger/Dogman; or, L2 + Assistant Driller + Rigger/Dogman & Crane ticket with greater than 2 years' service
Level 5	L4 skills + two (2) of the following skills and greater than 3 years' service: - Excavator greater than 100T - Rigid Dump Truck up to 135T (785); - Final trim Grader; - D11 or, Driller with greater than 3 year's drilling experience + Rigger/Dogman & Crane ticket
Level 6	Leading Hand / Relief Supervisor

Fire Service

Classification	Descriptions
Level 1	Trainee – Supernumerary, Non-trade non-skilled entry level (for probationary period)
Level 2	Skilled entry level, i.e. minimum L2 - 9DF skills; or, Pipe fitting, Firefighting, Recipient in Charge (RIC) and fire extinguishers with greater than 1 year service and less than 2 years' service
Level 3	Trade Qualified (i.e. Fitter or Boilermaker) entry level; or, L2 skills + Hose repairs, Belt shifting, Authorised Issuing Officer (AIO), Deluge systems, Tractor/trailer, Pumps, Frypan, Demo saw, Frames, Idlers and rail work with greater than 2 years' service and less than 3 years' service
Level 4	Trade Qualified (i.e. Fitter or Boilermaker) + L2 & L3 skills with greater than 1 year service and less than 2 years' service; or, L3 skills + Dewatering, Advanced pump operations, Grab dozer, D6 and D8, Auger, Excavator, Water tanker, Flatbed truck, and Ditch Witch with greater than 3 years' service
Level 5	Trade Qualified (i.e. Fitter or Boilermaker) + L4 skills with greater than 2 years' service; or, L4 skills with greater than 3 years' service and can work independently
Level 6	Leading Hand / Relief Supervisor

Workshop (Heavy Equipment)

Classification	Descriptions
Level 1	Non-skilled Serviceman entry level (for probationary period)
Level 2	Skilled Serviceman entry level; or, Serviceman with greater than 1 year and less than 2 years' service
Level 3	Serviceman with greater than 2 years' service Tradesman entry level, i.e. new to site or just finished apprenticeship
Level 4	Competent Tradesman, i.e. greater than 1 year site experience and at least 1 year post apprenticeship
Level 5	Advanced Tradesman, i.e. greater than 2 years' site experience and at least 2 years' post apprenticeship
Level 6	Leading Hand / Relief Supervisor; or, Higher Duties as outlined in clause 2.4 Higher Duties paid as follows: <ul style="list-style-type: none"> - To one (1) nominated shift fitter per 2 x 12 crew on night shift - To one (1) nominated shift fitter per dayshift if no workshop leading hand or supervisor is on duty

Workshop (Light Vehicles)

Classification	Descriptions
Level 1	NA
Level 2	NA
Level 3	Tradesman entry level, i.e. new to site or just finished apprenticeship
Level 4	Competent Tradesman, i.e. greater than 1 year site experience and at least 1 year post apprenticeship
Level 5	Advanced Tradesman, i.e. greater than 2 years' site experience and at least 2 years' post apprenticeship
Level 6	Leading Hand / Relief Supervisor

Mine Production Operator – Coal

Classification	Descriptions
Level 1	Trainee – Supernumerary, Non-skilled Entry Level (for probationary period)
Level 2	Road Runner with Frypan & Bobcat with less than 1 year service with the production crew
Level 3	Road Runner with 6.6 AIO, Feeder Breaker Operations, Dozer (other than D11) and Transporter with greater than 1 year and less than 2 years' service with the production crew
Level 4	L3 + D11 Dozer (with less than 1 year experience) + Excavator relevant to Feeder Breaker operations with greater than 2 years' service with the production crew
Level 5	L4 + D11 Dozer (with greater than 1 year experience) + Excavator relevant to Feeder Breaker operations with greater than 3 years' service with the production crew; or, Control Centre Operator with greater than 3 years' service with the production crew
Level 6	Leading Hand / Relief Supervisor; or, Skills as defined in the Level 6 flow chart in Appendix 3

Mine Production Operator – Overburden

Classification	Descriptions
Level 1	Trainee – Supernumerary, Non-skilled Entry Level (for probationary period)
Level 2	Road Runner with Frypan & Bobcat with less than 1 year service with the production crew
Level 3	Road Runner with 6.6 AIO, Hopper, Dozer (other than D11) with greater than 1 year and less than 2 years' service with the production crew
Level 4	L3 + S95 + either D13, D12 or TS3 with greater than 2 years' service with the production crew
Level 5	L4 + D12, D13, TS3 and Dredge & Dump Dozer operations with greater than 3 years' service with the production crew; or, Control Room Operator with greater than 3 years' service with the production crew
Level 6	Leading Hand / Relief Supervisor; or, Skills as defined in the Level 6 flow chart in Appendix 3

The description columns above are indicative rather than exhaustive. New descriptions may be introduced as agreed between the parties.

All employees will be given the opportunity to progress through the classification structure once competently acquiring the necessary skills.

It is envisaged that a majority of employees will be paid an annualised salary, however there will continue to be employees paid on an hours by rate method. Where an employee receives an annual salary the annual amount received must be at least the same as the employee would have earned if they were working the same number of hours under the hours by rate method.

The annualised salaries in this Agreement are comprehensive and with the exception of payments for overtime and higher duties cover all aspects of remuneration that an employee is entitled to receive.

Appendix 2 outlines the salaries for the different rosters that will operate on commencement and during the operation of this Agreement.

3.5 Payment of Wages

All monies payable pursuant to this Agreement shall be paid fortnightly by electronic transfer of funds into an account nominated by the employee with a bank or other financial institution recognised by RTL. RTL shall provide a payroll deductions facility for the deductions prescribed in clause 3.10. Pay slips will be issued electronically.

3.6 Expenses

When required to work away from the Yallourn Mine all reasonable travelling, meal, and accommodation expenses incurred by an employee in the course of their employment will, subject to the approval of RTL, be reimbursed at Australian Tax Office rates.

3.7 Reimbursements

RTL will reimburse the cost of licence/ticket renewal where it is deemed that a government issued licence/ticket is required for continued operation of the job. Such reimbursement does not include the cost of a Victorian or Interstate car driver's licence. The employee is fully responsible for complying with conditions necessary to maintain the licence/ticket.

Additionally, RTL will reimburse employees for the cost of renewing Level 2 First Aid qualifications carried out in their own time.

3.8 Superannuation

Subject to the relevant superannuation legislation RTL shall contribute an amount equal to 12% of an employee's salary into their superannuation fund. Where an employee is not employed on an annualised salary RTL will contribute an amount equal to 12% of their ordinary time earnings into their superannuation fund.

Employees will have the option to salary sacrifice their own allowable contributions into the Fund. Any salary sacrifice shall be up to the Superannuation Guarantee Deductibility Limits.

3.9 Higher Duties Allowance – Acting Supervisor

Employees who act in the capacity of supervisors will be paid an additional Higher Duties Allowance of three hundred and seventeen dollars (\$317) per week or one hundred and four dollars (\$104) per shift.

3.10 Salary Packaging

The employee's annualised salary shall be used for the purposes of superannuation salary. Salary sacrificing shall not reduce the salary that is used for the purposes of superannuation or other benefits or entitlements.

Salary packaging options as prescribed below will be made available to employees to the extent allowable by the Australian Taxation Office. Under these options employees may elect to salary sacrifice a portion of their salary to cover:

- (a) Personal Superannuation contribution;
- (b) Novated and/or Associate leasing of motor vehicles through an agreed leasing company; and
- (c) Membership subscriptions of an employee organisation paid on a monthly basis.

3.11 Tool Allowance

A flat tool allowance will be paid to Earthmoving Plant Fitters & Servicemen on shift covered by this agreement. The tool allowance for the life of this agreement is:

Fitters \$32.80 per week

Servicemen \$22.00 per week

3.12 Backdating for Casuals

The increase set out in clause 3.2(a) will apply to RTL casual employees who performed work between 21 October 2021 and the date of the vote, even if their casual work was not continuous.

4. HOURS OF WORK AND OVERTIME

4.1 Hours of Work

(a) Shift Work

The spread of hours for shift workers shall be twenty four (24) hours per day, seven (7) days per week.

The average ordinary hours of work shall be thirty seven and a half (37.5) per week.

This sub clause does not apply to employees on day work, casuals or seasonal employment.

(b) Day Workers

The average ordinary hours of work shall be thirty six (36) per week. The spread of ordinary hours will be between 6.00 am and 6.00 pm Monday to Friday for day workers. Meal breaks and start / finish times within the span of hours may be altered following consultation between RTL and the affected employees.

4.2 Breaks

An employee shall not work more than five (5) hours without the breaks prescribed in this agreement.

Subject to shift allocation, employees are entitled to the following breaks:

Crew	Breaks
Day Workers	1 x paid 15 minute brew break and a 30 minute unpaid meal break
1 x 7 Shift Employees	2 x 25 min paid brew breaks
1 x 12 Shift Employees	2 x 30 min paid brew breaks approx mid term 1 st and 2 nd half of shift
2 x 12 Shift Employees	2 x 30 min paid brew breaks approx mid term 1 st and 2 nd half of shift

If employees are required to work more than two (2) hours past their normal ceasing time they will be entitled to a twenty (20) minute break at the commencement of the extended working time at the ordinary time rates of pay.

Breaks may be taken at such times as agreed between employees and their supervisors so as to maximise continuity of work. Breaks may be staggered within a crew to enable continuity of work or production and be taken in the field.

Shift breaks can be staggered between 09:30 to 11:30 and 14:30 to 16:30 or otherwise by agreement between the employee and their supervisor.

RTL will make available suitably located amenities when breaks are taken in the field. These amenities will be clean and air conditioned or heated. Employees will be provided with toilet, wash up, cooking and eating facilities.

4.3 Overtime

Overtime is the work performed in addition to or outside the ordinary hours. Employees are expected to work reasonable overtime to accommodate the needs of the business.

All overtime for shift workers will be paid at the rate of double time.

From Monday to Friday day workers will be paid time and a half for the first hour and a half of overtime and double time thereafter.

Day workers will be paid the first two (2) hours on Saturdays at time and a half and double time thereafter and at double time for work on Sundays and Public Holidays.

The following schedule of overtime hourly rates will apply from the first full pay period after 10 October 2021 (after a successful vote)

Hourly Overtime Rates		
Level	Time and a Half	Double Time
1	\$75.39	\$100.52
2	\$76.24	\$101.63
3	\$77.51	\$103.36
4	\$82.64	\$110.17
5	\$85.19	\$113.58
6	\$87.31	\$116.42

The above overtime hourly rates will be increased in accordance with the percentage salary increases prescribed in clause 3.2.

Employees may elect to bank up to four (4) days' time in lieu per calendar year by being paid for the overtime worked at single time and banking a day in lieu.

Days in lieu must be taken before 10 October each year or they will be paid out at the rate they were accrued in the year previous year (prior to the increase taking effect)

Days in lieu are paid at single time when the day is taken or paid out.

The taking of days in lieu must be approved and fit in with work requirements.

Due to unforeseen circumstances, RTL may be required to cancel pre-arranged overtime. If an employee's overtime is cancelled with less than twelve (12) hours' notice, the employee will be paid four (4) hours at single time rates. If the employee is already at the worksite, they may elect to take the four (4) hours pay or work the shift.

An overtime equalisation system will be implemented. The system will be used to identify the next person with the required skills for the work to be done.

5. ROSTERS

Shift rosters and related salaries are outlined in Appendix 2.

Employees will work the rosters prescribed in Appendix 2 of this agreement unless otherwise agreed between the parties.

Rosters which include hours in addition to the prescribed ordinary working hours of thirty six (36) per week have been accepted by the parties. These hours will be part of an employee's normal shift.

An individual employee may be changed from rotating shift work to day work. They will be given at least two (2) weeks or two (2) rounds notice prior to the rotation. From the time of commencing day work, the Company will continue to pay the employee for a total of two (2) years at the same dollar rate the employee was being paid at the time they were changed from rotating shift work to day work. At the end of the two (2) year period, the employee will be paid the appropriate day work salary.

Salary maintenance does not apply in the following circumstances:

- a. When an employee is changed from rotating shift work to day work for disciplinary reasons resulting from a serious offence;
- b. When an employee, subject to an independent medical assessment, is changed from rotating shift work to day work after being on a WorkCover or TAC claim for 130 weeks and they are no longer able to perform the inherent requirements of the role they are employed to do;
- c. When an employee, subject to an independent medical assessment, is changed from rotating shift work to day work because they are no longer able to cope with working shift work or they are unable to perform the inherent requirements of the role they are employed to do;
- d. When an employee asks to be changed from rotating shift work to day work.

6. RTL YALLOURN MINE STAFFING

See Appendix 1.

7. LEAVE AND STATUTORY HOLIDAYS

7.1 National Employment Standards

Part 7 of this Agreement describes the NES entitlements and may also provide terms that supplement or are ancillary to the entitlements in the NES.

The parties acknowledge that the clauses contained in Part 7 only apply to the extent that they are not detrimental to an employee when compared with the NES.

7.2 Taking of Leave

Unless otherwise specified under this clause, leave entitlements shall be taken to meet the needs of the business and the individual.

7.3 Annual Leave

(a) Entitlement as from the date of operation of this agreement:

Employment Category	Hours	Total Days/Shifts
Day Worker	176	22
1 x 7 Shift employees (Fire Services)	220	22
1 x 12 Shift employees (Half Leg Crew)	180	15
2 x 12 Shift employees	252	21
Nine (9) Day Fortnight Seasonal employees	168	21

Employees shall accrue annual leave on a pro rata basis.

(b) Requirement to take Annual Leave

Annual leave shall be taken within twelve (12) months of its accrual, unless otherwise agreed between RTL and the employee concerned.

RTL may require an employee to take accrued annual leave when the Company designates an annual shutdown.

(c) Payment on Termination

On termination of employment, an employee shall be paid for unused leave at the employee's salary rate.

7.4 Long Service Leave

Employees shall accrue long service leave at the rate of thirteen (13) weeks for each 10 years of continuous service. After the first ten (10) years, long service leave shall accrue at the rate of 1.3 weeks per year of service. On termination of employment, pro rata payment for unused long service leave shall be paid after seven (7) years of continuous service at the employee's salary rate.

RTL will not approve the taking of long service leave until an employee has completed seven (7) years of continuous service.

RTL will not approve the taking of long service leave in excess of what the employee has accrued at the time the leave is taken.

RTL will take into account an employee's annual leave accrual when approving applications for long service leave and will require the employee's annual leave balance to be reduced to not more than one (1) year's entitlement at the time the long service leave commences.

7.5 Special and Compassionate Leave

Employees shall be entitled to compassionate leave of up to two (2) days without the loss of pay on each occasion when a member of the employee's immediate family or household dies or contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life. The appropriate management representative will consider applications for additional special compassionate leave.

7.6 **Public Holidays**

Employees shall be entitled to the following Public Holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day, Boxing Day and any additional public holidays gazetted by the Victorian Government.

For day workers only, where public holidays fall on a weekend a substitute day will be granted and Picnic Day will substitute for Easter Saturday.

Employees who work shift rosters and the three (3) x twelve (12) hour day work roster will be required to work public holidays in accordance with their roster.

7.7 **Shift Workers – Public Holidays**

For the purposes of penalty payments provided in the annualised salaries, shift workers will recognise the public holiday on the day it falls on the calendar. An employee on annualised salary who works an overtime shift on a public holiday will be paid for the work on that public holiday at the rate prescribed herein for an overtime day.

Shift workers who are rostered to work any additional gazetted public holidays will be paid at a rate equivalent of double time and one half. Shift workers who would have been rostered to work the additional gazetted public holiday and who are on annual leave or long service leave at the time of the public holiday will be paid at a rate equivalent to those working the additional public holiday. For the avoidance of doubt, this provision does not apply to shift workers who are on personal leave at the time of the public holiday.

7.8 **Personal Leave**

Full time employees shall accrue ten (10) days of personal sick and carer's leave for each year of continuous service.

7.9 **Sick Leave**

Employees shall be entitled to sick leave in circumstances where they cannot attend for duty because of personal illness or injury.

Paid sick leave shall be available for the period of time the employee is unable to attend for duty subject to proof of incapacity caused by personal illness or injury.

7.10 **No Debit Additional Sick Leave**

In addition to the NES entitlement, employees shall be entitled to sick leave without deduction of pay in circumstances where they cannot attend for duty because of personal illness or injury.

Such paid sick leave shall be available for the period of time the employee is unable to attend for duty subject to proof of incapacity caused by personal illness or injury.

Continued sponsorship of such long-term sick leave, i.e. Sick leave that exceeds two (2) weeks or two (2) rosters for shift employees) may be subject to:

- (a) A review conducted by an independent medical adviser; and

- (b) The employee participating in the RTL sponsored healthy lifestyle program aimed at understanding and managing general health issues.

The review will consider the following:

- (a) The prospect and time frame for a resumption of normal duties;
- (b) Application of a rehabilitation program; and
- (c) Establishment of criteria to determine progress.

Employees on sick leave must advise their supervisor of the absence and an estimated duration of the absence as soon as possible.

An employee's immediate supervisor must ensure that sick leave notification forms are submitted promptly for each absence. It is the employee's responsibility to submit sick leave notification forms to the supervisor on return to work.

A medical certificate from a duly registered medical practitioner or a statutory declaration must accompany:

- (a) Sick leave exceeding more than one (1) day/shift duration; or where more than five (5) single days/shifts have been taken in any one (1) year of service; or
- (b) Where a pattern develops where sick leave is taken three (3) or more times on the first or last day of a work cycle; or
- (c) Where a pattern develops when sick leave is taken during a work cycle after overtime has been worked during the rostered days off before the work cycle.

No debit additional sick leave shall not be used for carer's leave.

7.11 **Carer's Leave**

Employees may use their personal leave accrued in accordance with the NES for the purposes of caring for household members or immediate family (including adult child), spouse (including de facto spouse), parent, grandparent, grandchild or sibling of the employee or his or her spouse.

Where an employee has no accrued personal leave, that employee may apply for annual leave or leave without pay to care for family/household members.

They may also swap rostered days off, provided this is consistent with operational requirements and has the approval of the appropriate manager, to care for family/household members.

Employees shall, if required by RTL, establish by the production of a medical certificate or statutory declaration, the illness of the household or immediate family member concerned and that the illness is such as to require care by another.

7.12 Parental Leave

(a) Entitlement to Parental Leave Generally

- (i) Full and part time employees who will have completed at least twelve (12) months continuous service at the date of the expected birth of the employee's child or placement of the employee's adopted child and eligible casual employees will be entitled to parental leave in accordance with the NES.
- (ii) The period of an employee's parental leave is inclusive of all periods of leave taken by the employee and the employee's spouse in relation to the birth or placement of the child (including for example annual leave, long service leave, parental leave, special maternity leave and concurrent leave).
- (iii) Parental leave may be taken in a single unbroken period in relation to the birth of a child by the employee or the employee's spouse in order to be the primary carer for the child.
- (iv) An employee may request an extension of parental leave, and such request will be dealt with in accordance with the NES.

(b) Entitlement to Concurrent Leave

- (i) Concurrent leave is unpaid parental leave available to an employee who is not the primary carer at the date of birth of a child or placement of an adopted child. This leave can be taken concurrently with a spouse taking parental leave as the primary caregiver.
- (ii) An employee may be entitled to an unpaid period of up to eight (8) weeks concurrent leave at the time of the birth of the employee's child or placement of the employee's adopted child.
- (iii) Concurrent leave must be taken at or after the date of the birth or placement of an adopted child and must not be longer than eight (8) weeks in total.
- (iv) Concurrent leave may be taken in separate periods, but, unless RTL agrees, each period must not be shorter than 2 weeks.

(c) Entitlement to Special Maternity Leave

An employee may be entitled to take unpaid special maternity leave in relation to a pregnancy related illness or where the pregnancy ends within 28 weeks of the expected date of the birth other than by the birth of the child.

(d) Period of Parental Leave (excluding concurrent leave)

A female employee who is pregnant:

- (i) May start parental leave from six (6) weeks before the expected date of the birth. If the employee wishes to continue to work during this period the Company may require the employee to provide a medical certificate from an accredited medical practitioner stating that the employee is fit to continue to work.
- (ii) Will be required to take parental leave for a period of at least six (6) weeks from the date of the birth.

All other employees must commence parental leave on the date of birth of the child or the placement of the adopted child.

7.13 Domestic Violence Leave

(a) Definition of Family and Domestic Violence

For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:

- (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.
- (b) An employee experiencing family and domestic violence is entitled to 5 days per year of paid family and domestic violence leave additional to personal leave referred to in clause 7.8 for medical appointments, legal proceedings and other activities related to domestic violence. This leave may be taken as consecutive or single days or as a fraction of a day.
- #### (c) Notice and Evidentiary Requirements
- (i) The employee shall give RTL notice as soon as reasonably practicable of their request to take leave under this clause.
 - (ii) If required by RTL, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 7.13(a). Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

- (iii) RTL must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

7.14 **Jury Service**

An employee required to attend for jury service during ordinary working hours shall be reimbursed by RTL an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount the employee would have received in respect of their roster or prescribed working hours, provided that the employee:

- (a) Notifies RTL as soon as possible of the date upon which the employee is required to attend for jury service;
- (b) Does all things necessary to obtain payment, as per the relevant legislation, for their Court attendance; and
- (c) Provides RTL with proof of attendance, the duration of such attendance, and the amount received in respect of such jury service.

7.15 **Accident and Injury Benefits**

- (a) Normal Pay

For the purpose of this Clause, normal pay means the pay an employee would have received if the employee was at work.

- (b) Work Accident Make-Up Payments

Subject to this clause, employees, who are in receipt of payments under the *Workplace Injury Rehabilitation and Compensation Act 2013*, shall be paid the difference between such payments and their normal pay.

Make-up pay is tied to receipt of WorkCover benefits. RTL will make up the pay to the pre-injury normal pay for the first fifty two (52) weeks that the employee receives WorkCover benefits. After fifty two (52) weeks, RTL shall continue to pay the same dollar quantum that was paid for the first fifty two (52) weeks for up to an additional seventy eight (78) weeks. If the employee returns to work during the one hundred and thirty (130) weeks on a rehabilitation program, then full make up is provided up to the total of the one hundred and thirty (130) week period.

- (c) No Debit Additional Sick Leave/Transport Accident Commission Payments

Employees injured in road accidents involving registered vehicles unrelated to work (i.e. not covered by WorkCover) may invoke the conditions of clauses 7.9 and 7.10 to maintain their income whilst away from work and during the Transport Accident Commission ('**TAC**') claim process.

8. CONSULTATION

- (a) This clause applies if RTL:
 - (i) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and
 - (ii) The change is likely to have a significant effect on Employees of the enterprise; or
 - (iii) Proposes to introduce a change to the regular roster or ordinary hours of work of employees. Furthermore, the requirement to consult prescribed in this sub clause does not override the obligations prescribed in clause 5 Rosters.

Major change

- (b) For a major change referred to in paragraphs 8(a)(i)&(ii), subclauses 8(b) to 8(h) apply.
- (c) As soon as practicable RTL must discuss with the relevant Employees and at their request, the Union, the introduction of the change, and the effect the change is likely to have on the Employees. RTL must discuss measures to avert or mitigate the adverse effect of the change on the Employees.
- (d) For the purposes of the discussion RTL will provide the relevant Employees and at their request, the Union:
 - (i) Relevant information about the change including the nature of the change proposed;
 - (ii) Information about the expected effects of the change on the Employees; and
 - (iii) Other matters likely to affect the Employees. Provided that RTL shall not be required to disclose commercial in confidence or confidential information.
- (e) RTL must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (f) As soon as a final decision has been made, RTL must notify the Employees affected and at their request the Union, in writing, and explain the effects of the decision.
- (g) RTL and the Union must act in good faith in relation to the consultation process provided in this clause.
- (h) In this clause, a major change is likely to have a significant effect on Employees if it results in:
 - (i) The termination of the employment of employees; or
 - (ii) Major change to the composition, operation or size of RTL's workforce or to the skills required of Employees; or

- (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) The alteration of hours of work or rosters; or
- (v) The need to retrain Employees; or
- (vi) The need to relocate Employees to another workplace; or
- (vii) The restructuring of jobs.

Change to regular roster or ordinary hours of work

- (i) For a change referred to in paragraph 8(a)(iii), subclauses 8(i) to 8(n) apply.
- (j) As soon as practicable RTL must discuss with the relevant Employees and at their request, the Union, of the proposed change and the effect the change is likely to have on the relevant Employees.
- (k) For the purposes of discussion, RTL will provide the relevant Employees and at their request, the Union:
 - (i) Relevant information about the change including the nature of the change proposed;
 - (ii) Information about the expected effects of the change on the relevant Employees; and
 - (iii) Other matters likely to affect the relevant Employees. Provided that RTL shall not be required to disclose commercial in confidence or confidential information.
- (l) RTL will 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).
- (m) RTL must give prompt and genuine consideration to matters raised about the proposed change by the relevant Employees.
- (n) As soon as a final decision has been made, RTL must notify the Employees affected and at their request, the Union.

In this clause, **relevant Employees** means the employees who may be affected by the change in clause 8(a).

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9. WORKPLACE UNION/EMPLOYEE REPRESENTATIVES

RTL recognises, upon notification, the role of elected Employee Representatives, whether Union representatives or not. Employee Representatives will be provided with reasonable time to represent Employees at the workplace on matters that pertain to the employment relationship between RTL and Employees covered by this Agreement.

Subject to approval by their Supervisor, Employee Representatives will be released from normal duties without loss of pay to:

- (a) Attend enterprise agreement negotiations;
- (b) Consult with other employees or their union in relation to any matter arising out of this agreement or any matter arising in connection with their employment with RTL;
- (c) Prepare for and attend Fair Work Commission proceedings relevant to matters associated with this agreement or any matter arising in the course of their employment with RTL; and
- (d) Attend consultative, dispute / grievance, counselling / disciplinary meetings (when requested) or RTL approved communication meetings of employees on site.

Employee Representatives will be able to place material relevant to the employment relationship at RTL's site and the application of this agreement on a notice board located where employees can have ready access to it at commencement and end of shifts. They will also be given reasonable access to e-mail, telephone, fax and photocopying facilities for communication in their representative role.

Employee Representatives are entitled to paid training leave each year to attend short courses or seminars directly related to their role and selected by the Employee Representative and approved by RTL, subject to:

- (a) the application for the leave is made no less than 3 weeks before the date for which leave is sought and specifies the duration, venue and nature of the course;
- (b) The granting of such leave shall be subject to RTL convenience and will not unduly affect the operation of RTL;
- (c) RTL are not required to pay for the courses, or any travel or transport related expenses related to the training.

Requests to take training leave will not be unreasonably withheld.

9.1 Introduction to New Starters

Elected Employee Representatives will be advised of new starters and given the opportunity to meet them at the time they are being inducted.

10. CONTRACTORS AND SUBCONTRACTORS

RTL may use contractors to meet the needs of the business. RTL will not erode jobs, salaries and conditions of their employees covered by this agreement by the use of contract labour.

11. MISCELLANEOUS PROVISIONS

11.1 Workplace Training

RTL will ensure that all Employees are suitably trained to carry out the functions and duties, which RTL requires them to perform, and that qualifications gained are suitably recognised. Training will be carried out subject to the following criteria:

- (a) National accreditation;
- (b) Portability;
- (c) Competencies based on a career path;
- (d) Fairness; and
- (e) PDP: All Employees shall be offered the opportunity to participate in structuring a personal development plan outlining the employee's training and career development over the life of this agreement. This will take into account the needs of RTL and the Employee and will also include performance feedback.

Furthermore, RTL supports the principle of providing opportunities for traineeships and apprenticeships.

11.2 Health, Safety and Environment

The health and safety of all persons employed at the Yallourn Mine is considered to be of the utmost importance. Appropriate resources shall be made available to ensure compliance with all relevant Acts, Regulations and Codes of Practice to make the workplace safe and without risk to health.

It is a prime responsibility of all people employed by RTL to ensure that their jobs are performed safely and without injury or damage to themselves or their workmates, to the environment or equipment.

The policies and procedures pertaining to alcohol and other drugs shall be in accordance with the Code for Tendering and Performance of Building Work 2016, and the Drug and Alcohol Procedure YMA-H&S-PR-0242 unless otherwise agreed.

11.3 Time and Wages Records

Subject to the requirements of privacy legislation and the FWA, RTL shall keep a record from which can be readily ascertained the name of each employee, occupation, the hours worked each day and the wages and allowances paid each fortnight. For the purposes of this clause, an electronic record of time and wages is acceptable.

In accordance with the FWA, should there be a suspected breach of pay and conditions which has been communicated formally to RTL, the relevant time

and wages record shall be open for inspection to a duly accredited Union official during the usual office hours at RTL's office or other convenient place, subject to the Union official complying with the right of entry provisions in the FWA.

In accordance with the FWA, the official making such inspection shall be entitled to take a copy of entries of the time and wages record (other than a non-member record or document) relating to any suspected breaches.

11.4 **Protective Clothing**

The protective clothing issues outlined below are tailored to suit the conditions experienced by employees engaged specifically to work at Yallourn, they are not applicable at any other RTL site.

At the time of starting, all employees will be supplied two pairs of trousers, two shirts, two windcheaters and two pairs of boots. Thereafter, all employees will be entitled to be supplied two pairs of trousers, two shirts and one windcheater per year as an annual issue.

For their annual issue, employees may elect to take any combination of trousers and/or shirts within the allocation, i.e. an employee may elect to take four trousers and no shirts or four shirts and no trousers.

Trousers and shirts will be replaced on a fair wear and tear basis within the year of allocation.

Employees who don't take a full allocation of clothing at the time of the annual clothing allocation may request an issue of trousers, shirts or windcheater between annual allocations provided it still fits within their overall entitlement.

After the initial issue, boots will be replaced on a fair wear and tear basis.

Overalls will be provided at the time of commencement as outlined in the table below and will be replaced on a fair wear and tear basis.

Day Workers	2 pairs
Production Crew (i.e. 2 x 12 & 1 x 12)	2 pairs
Drillers	3 pairs
Fire Services	3 pairs
Fitters & Servicemen	5 pairs

Appropriate wet weather gear, if required, will be issued and will be replaced on a fair wear and tear exchange basis.

New employees will be supplied with a "Bluey" type jacket at the time of commencement. These jackets will be replaced on a fair wear and tear exchange basis.

RTL will provide on-site laundry facilities for production personnel to wash their overalls and a laundry service for the overalls of workshop personnel.

Employees shall utilise all protective equipment in such a way and at such times as to achieve the purposes for which it is supplied.

SUPPORT OF THE PARTIES

Signed for and on behalf of RTL Mining and Earthworks Pty Ltd by:

Owen Cavanough of C/O RTL Mining and Earthworks Pty Ltd
Eastern Road, Yallourn Vic 3825

Full Name of Address

General Manager (an authorised officer of RTL)

Position

Owen Cavanough

Signature

In the presence of:

Bernie Hyde of C/O RTL Mining and Earthworks Pty Ltd
Eastern Road, Yallourn Vic 3825

Full Name of Address

Bernie Hyde

on 25/8/2022

Signature Date

Signed for and on behalf of the employees by:

Mark Richards of C/O CFMMEU Mining and Energy Division Victoria,
Wing 5 Lignite Court / PO Box 918, Morwell 3840

Full Name of Address

Secretary (an authorised representative of employees)

Position

Mark Richards

Signature

In the presence of:

TREVOR WILLIAMS of C/O CFMMEU Mining and Energy Division Victoria
Wing 5 Lignite Court / PO Box 918, Morwell 3840

Full Name of Address

Trevor Williams

on 30/8/2022

Signature Date

APPENDIX 1 – RTL YALLOURN MINE STAFFING

RTL YALLOURN MINE NOMINAL RESOURCING

This clause is designed to provide an appropriate level of staffing to provide safe staffing and certainty for adequate leave coverage during 'normal operating circumstances' for mine employees, whilst balancing the need of the Company to respond to changing operational requirements.

At all times the Mine Manager and Supervisors are responsible for managing staffing in accordance with this appendix.

Feeder Breaker Crew:

1 x D11	= 2
2 x D11's	= 3 (with flexible rotations as an option)
3 x D11's	= 5
4 x D11's for more than half a shift	= 6

CCO	= 1
Road Runner	= 2
Dredger System excluding S95	= 2
Dredger System including S95	= 3
TS3	= 1
TS3 + Dozer	= 2
Fitter / Serviceman	= 2

2 x 12 shift ops will consist of 4 rosters of 14 operators

1 x 12 shift ops will consist of 1 roster of 6 operators

1 x 7 fire services will consist of 2 rosters of 6 including a leading hand

9 day fortnight will consist of 1 roster of 15 operators including a leading hand and driller

Subject to the provisions of clause 2.13 Employment Security and Redundancy, these staffing arrangements shall remain for the life of this agreement.

APPENDIX 2 – ANNUALISED SALARIES AND ROSTERS

Salary increases are provided in the following tables:

Rotating Shift Rosters

Annualised salaries for 4.5 panel, 12 hour shifts (Workshop):

Classification	Back Pay Salary	2022 - Year 1	2023 - Year 2	2024 - Year 3	2025 - Year 4
		October 2022 4.0%	October 2023 4.0%	October 2024 4.0%	October 2025 4.0%
Level 1	\$ 155,959	\$ 162,198	\$ 168,685	\$ 175,433	\$ 182,450
Level 2	\$ 157,873	\$ 164,188	\$ 170,756	\$ 177,586	\$ 184,689
Level 3	\$ 160,897	\$ 167,333	\$ 174,026	\$ 180,987	\$ 188,226
Level 4	\$ 171,407	\$ 178,263	\$ 185,394	\$ 192,809	\$ 200,522
Level 5	\$ 176,226	\$ 183,275	\$ 190,606	\$ 198,230	\$ 206,159
Level 6	\$ 180,631	\$ 187,857	\$ 195,371	\$ 203,186	\$ 211,313

Annualised salaries for 4.5 panel, 12 hour shifts (Operations shifts A, B, C & D):

Classification	Back Pay Salary	2022 - Year 1	2023 - Year 2	2024 - Year 3	2025 - Year 4
		October 2022 4.0%	October 2023 4.0%	October 2024 4.0%	October 2025 4.0%
Level 1	\$ 155,959	\$ 162,198	\$ 168,685	\$ 175,433	\$ 182,450
Level 2	\$ 157,873	\$ 164,188	\$ 170,756	\$ 177,586	\$ 184,689
Level 3	\$ 160,897	\$ 167,333	\$ 174,026	\$ 180,987	\$ 188,226
Level 4	\$ 171,407	\$ 178,263	\$ 185,394	\$ 192,809	\$ 200,522
Level 5	\$ 176,226	\$ 183,275	\$ 190,606	\$ 198,230	\$ 206,159
Level 6	\$ 180,631	\$ 187,857	\$ 195,371	\$ 203,186	\$ 211,313

Day Rosters

Annualised salaries for 3 x 12 hour day only (1/2 Leg):

Classification	Back Pay Salary	2022 - Year 1	2023 - Year 2	2024 - Year 3	2025 - Year 4
		October 2022 4.0%	October 2023 4.0%	October 2024 4.0%	October 2025 4.0%
Level 1	\$ 113,741	\$ 118,290	\$ 123,022	\$ 127,943	\$ 133,060
Level 2	\$ 115,028	\$ 119,629	\$ 124,414	\$ 129,391	\$ 134,566
Level 3	\$ 117,348	\$ 122,042	\$ 126,924	\$ 132,001	\$ 137,281
Level 4	\$ 124,928	\$ 129,925	\$ 135,122	\$ 140,527	\$ 146,148
Level 5	\$ 128,519	\$ 133,660	\$ 139,006	\$ 144,567	\$ 150,349
Level 6	\$ 131,732	\$ 137,001	\$ 142,481	\$ 148,181	\$ 154,108

Annualised salaries for the 9 day, 36 hour week roster:

Classification	Back Pay Salary	2022 - Year 1	2023 - Year 2	2024 - Year 3	2025 - Year 4
		October 2022 4.0%	October 2023 4.0%	October 2024 4.0%	October 2025 4.0%
Level 1	\$ 109,921	\$ 114,318	\$ 118,890	\$ 123,646	\$ 128,592
Level 2	\$ 111,166	\$ 115,613	\$ 120,237	\$ 125,047	\$ 130,048
Level 3	\$ 113,182	\$ 117,709	\$ 122,417	\$ 127,314	\$ 132,406
Level 4	\$ 120,795	\$ 125,627	\$ 130,652	\$ 135,878	\$ 141,313
Level 5	\$ 124,191	\$ 129,159	\$ 134,325	\$ 139,698	\$ 145,286
Level 6	\$ 127,296	\$ 132,388	\$ 137,684	\$ 143,191	\$ 148,919

Annualised salaries for 4 days on 4 days off, 10.5 hour day only (Fire Services):

Classification	Back Pay Salary	2022 - Year 1	2023 - Year 2	2024 - Year 3	2025 - Year 4
		October 2022 4.0%	October 2023 4.0%	October 2024 4.0%	October 2025 4.0%
Level 1	\$ 138,005	\$ 143,525	\$ 149,266	\$ 155,236	\$ 161,446
Level 2	\$ 139,698	\$ 145,286	\$ 151,098	\$ 157,142	\$ 163,427
Level 3	\$ 142,366	\$ 148,061	\$ 153,983	\$ 160,143	\$ 166,548
Level 4	\$ 151,665	\$ 157,732	\$ 164,041	\$ 170,603	\$ 177,427
Level 5	\$ 155,925	\$ 162,162	\$ 168,649	\$ 175,395	\$ 182,411
Level 6	\$ 159,623	\$ 166,216	\$ 172,865	\$ 179,780	\$ 186,971

APPENDIX 3 – LEVEL 6 FLOW CHART

Level 6 Flow Chart

