



Bengalla Enterprise Agreement 2022

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1 SCOPE AND DURATION OF THIS AGREEMENT

- 1.1 The title of this Agreement is the Bengalla Enterprise Agreement 2022.
- 1.2 This Agreement is one of a range of employment instruments at Bengalla. This Agreement covers all technicians other than those who remain under their existing Australian Workplace Agreements (**AWA**) or Individual Transitional Employment Agreements (**ITEA**).
- 1.3 This Agreement will cover:
- (a) Bengalla Mining Company Pty Ltd (ACN 053 909 470) (**Bengalla**); and
 - (b) Bengalla technicians on ITEAs or AWAs who after the commencement of this Agreement elect to be covered and bound by the Agreement in accordance with clause 1.4; and
 - (c) Bengalla technicians who do not have an ITEA or AWA.
- 1.4 Once the Agreement has commenced operation:
- (a) Technicians on ITEAs can terminate their ITEA and become covered and bound by this Agreement.
 - (b) Technicians on AWAs can make a termination agreement under Schedule 3, Part 3, Schedule 17 of the transitional legislation of *Fair Work Act 2009* (FW Act) and become covered and bound by this Agreement.
- 1.5 For technicians who elect to be covered by this Agreement, once the election is made:
- (a) this Agreement will cover all terms and conditions of employment.
 - (b) this Agreement operates, as far as permitted by law, to exclude and replace all State and Federal laws, Agreements, Awards or Orders that would otherwise apply now or in the future to Bengalla in respect of a technician's employment.
- 1.6 There shall be no further claims during the life of this Agreement.
- 1.7 This Agreement will commence operation 7 days after it is approved by Fair Work Commission (**FWC**). Remuneration changes will be effective from commencement of the Agreement and 1 September in subsequent years.
- 1.8 This Agreement's nominal expiry date is 4 calendar years from the date Fair Work Commission approves the agreement.
- 1.9 In this Agreement Bengalla technicians means those persons designated by Bengalla as technicians and performing production and engineering work within the classifications in Schedule A of the Black Coal Mining Industry Award 2020.
- 1.10 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. BENGALLA'S BUSINESS GOALS & OPERATING PHILOSOPHY

2.1 All technicians covered by this Agreement agree to commit to Bengalla's Business Goals and to act consistently within Bengalla's Operating Philosophy.

2.2 Bengalla's Business Goals include:-

- * To be a world leader in the mining and supply of coal; and
- * To reliably supply a consistent product to its customers; and
- * To operate the Bengalla Mine in a highly competitive, safe and environmentally responsible manner.

3 SKILLS & FLEXIBILITY

3.1 One of Bengalla's requirements is flexibility in the way work is done. Internal flexibility will enable technicians with varied skills to undertake alternative roles and move between roles without being restricted by traditional or other demarcation rules and limitations.

3.2 A technician's employment is conditional upon a technician agreeing to perform any work safely at the direction of Bengalla which is within a technician's competence as deemed by Bengalla and that no concept of streams of work or demarcation shall apply in relation to the scope of work Bengalla requires a technician to perform.

3.3 There will be no limit upon the number and type of skills possessed by a technician or upon Bengalla using those skills or any combination of them as required.

3.4 Technicians agree to undertake training as required to acquire and maintain skills, experience and competence. The identification of skills in which a technician may be required to train will be at the discretion of Bengalla.

3.5 Technicians will be allocated to a Work Team on a shift or location basis and required to undertake tasks and exercise responsibilities in accordance with the goals and operating charter of that Team. A technician's Work Team may be changed by Bengalla.

3.6 Bengalla will ensure appropriate resources are made available for the safe performance of work at the mine. Technicians acknowledge that these resources might include temporary personnel or contractors who may be used to cope with variations in work demands, temporary labour needs, or as otherwise required. The mix and relationship of external providers to technicians will be varied by Bengalla consistent with the objectives of maximum flexibility, efficiency, cost minimisation and quality of work.

3.7 Technicians acknowledge that Bengalla support personnel or contractors may be required to perform any activity or task for which Bengalla determines they are able to perform.

4 REMUNERATION

4.1 A technician's remuneration package comprises the following components:-

- (1) Annual Base component paid in monthly instalments which encompasses all entitlements to payments, industry allowances and overtime payments which may arise under any Award or Agreement. (See Schedule A)
- (2) Work Pattern Allowance paid in monthly instalments (determined by Work Pattern)
- (3) Performance Payment paid annually as a lump sum (up to 5% of a technician's Annual Base component subject to assessment)
- (4) Superannuation. Bengalla will pay a percentage (as per the Superannuation guarantee) of a technician's Normal Salary (Annual Base Salary plus any applicable Work Pattern Allowance) into a Superannuation Fund of a technician's choice. For details refer to Schedule C, Clause 23.

The combination of the Annual Base Salary component and Work Pattern Allowance above are referred to as a technician's Normal Salary in this agreement. Annual Base Salary/Base Salary is the technician's annual salary as set out in Schedule A, A 1. to this agreement.

4.2 The concept of a salary entails being paid for the role to be performed rather than time at work. Generally however a technician's hours of work will be determined by a technician's Work Pattern plus any additional attendances, which may be a full or part shift, as required by a technician's work.

A technician's Work Pattern includes an average of 35 ordinary hours per week over a 12 month period plus reasonable additional hours in accordance with the terms of the FW Act.

It is Bengalla's objective that the requirement for additional work attendances will be minimised. Nevertheless it is to be expected that the requirement will arise from time to time for a range of different reasons such as leave coverage, extra production, team communication sessions, and it is expected that a technician will attend work.

Provision for a technician working reasonable additional hours has been included in a technician's Normal Salary calculation. While it is not anticipated that a technician will regularly be required to do so a technician's Normal Salary calculation allows for a reasonable period of overtime to facilitate operational flexibility as directed by Bengalla.

- 4.3 The parties acknowledge that in the previous Agreement (Bengalla Enterprise Agreement 2017) employees' ordinary hours of work were changed from 38 ordinary hours per week over a 12-month period plus reasonable additional hours, as contained in the previous Bengalla Enterprise Agreement 2010, to 35 ordinary hours per week over a 12-month period plus reasonable additional hours.

The parties further acknowledge and agree that amendment, which is maintained in this Agreement:

- (a) was made in the interests of industry alignment;
 - (b) does not alter the fact that remuneration provided to employees by Bengalla under the Agreement is paid in full and final satisfaction of any payments or benefits to which employees are or may become entitled for all hours worked unless otherwise provided for in the Agreement;
 - (c) recognises the hours of work:
 - exceeding 35 ordinary hours set out in the Work Patterns contained in this Agreement; and/or
 - as reasonably requested by Bengalla outside to the Work Patterns from time to time;
 - are reasonable given the nature of the employees' positions, Bengalla's operational requirements, industry work patterns and the value of the remuneration provided to employees under this Agreement.
- 4.4 A performance pay scheme for Bengalla technicians currently applies. This scheme is based on the performance of the business and/or individual achievement of key tasks assigned to a technician by a technician's Team Leader resulting from the annual business plan. Bengalla business performance and/or a technician's individual performance will be assessed at the end of each business year and, dependent upon such performance, a technician will be paid a lump sum amount of up to 5% of a technician's Annual Base component. This payment will be pro-rated if a technician is employed for less than the full business year, in accordance with the applicable Policy.
- 4.5 Where a technician works a proportion of a month on more than one work pattern, proportionate Work Pattern payments shall apply. Proportionate payments shall also apply in relation to the Performance component where less than a full year is worked.

5 DEATH BENEFIT

- 5.1 Bengalla will provide a \$40,000 Death Benefit cover for technicians.
- 5.2 It is a technician's responsibility to notify Bengalla of a technician's next of kin. Technicians should complete the appropriate Bengalla form for this purpose.

6. COMPLIANCE WITH POLICIES & PROCEDURES

Technicians agree to be bound by and comply with Bengalla Policies and Procedures (each as varied from time to time), and to participate in Bengalla's performance review process. These Policies and Procedures do not form part of this agreement and will not reduce entitlements arising under this Agreement.

7. GENERAL CONDITIONS OF EMPLOYMENT

The General Conditions of Employment which are contained in Schedule C to this Agreement form part of this Agreement and apply to a technician.

8 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

8.1 Bengalla and a technician may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this Agreement which confer rights and obligations on the technician if:

- (a) the arrangement meets the genuine needs of Bengalla and the technician; and
- (b) the arrangement is genuinely agreed by Bengalla and the technician.

8.2 To make an IFA in accordance with this clause Bengalla must ensure that:

- (a) the terms of the IFA result in the technicians being better off overall than the technician would be if no IFA was made;
- (b) the IFA is in writing;
- (c) the IFA identifies the names of both parties;
- (d) the IFA is signed by the parties, and where the technician is less than 18 years of age, by the technician's parent or guardian.
- (e) The terms of the IFA are about permitted matters under section 172 of the FW Act and are not unlawful terms under section 194 of the FW Act;
- (f) the IFA includes the details of the terms of the Agreement that will be varied by the IFA, how the IFA will vary the effect of the terms and how the technician will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA;
- (g) the IFA states the day on which the IFA commences.

8.3 Bengalla shall give a copy of the IFA to the technician within 14 days after it is agreed to.

8.4 The IFA may be terminated:

- (a) by either the technician or Bengalla giving written notice of 28 days; or

- (b) if both the technician and Bengalla agree – at any time.

9 CONSULTATION CLAUSE

9.1 This term applies if:

Bengalla 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 proposed to introduce a change to the regular roster or ordinary hours of work of employees.

9.2 Bengalla must notify the relevant technicians of the decision to introduce the major change.

9.3 The relevant technicians may appoint a representative for the purposes of the procedures in this term.

9.4 If:

- (a) a relevant technician appoints, or relevant technicians appoint, a representative for the purposes of consultation; and
- (b) the technician or technicians advise Bengalla of the identity of the representative;

Bengalla must recognise the representative.

9.5 As soon as practicable after making its decision, Bengalla must:

- (a) discuss with the relevant technicians and their nominated representative:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the technicians; and
 - (iii) measures Bengalla is taking to avert or mitigate the adverse effect of the change on the technicians; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant technicians and their nominated representative:
 - (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 technicians; and
 - (iii) any other matters likely to affect the technicians.

9.6 However, Bengalla is not required to disclose confidential or commercially sensitive information to the relevant technicians or nominated representatives.

9.7 Bengalla must give prompt and genuine consideration to matters raised about the major change by the relevant technicians or nominated representatives

9.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of

Bengalla, the requirements set out in subclauses 9.2, 9.3 and 9.5 are taken not to apply.

- 9.9 In this term, a major change is ***likely to have a significant effect on technicians*** if it results in:
- (a) the termination of the employment of technicians; or
 - (b) major change to the composition, operation or size of Bengalla's workforce or to the skills required of technicians; 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 technicians; or
 - (f) the need to relocate technicians to another workplace; or
 - (g) the restructuring of jobs.

9.10 Change to regular roster or ordinary hours of work

For a change referred to in paragraph 9.1 clause c

- (a) Bengalla must notify the relevant technicians of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant technicians may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant technician appoints, or relevant technicians appoint, a representative for the purposes of consultation; and
 - (b) the technician or technicians advise Bengalla of the identity of the representative;
 - (c) Bengalla must recognise the representative
- (13) As soon as practicable after proposing to introduce the change, Bengalla must:
- (a) discuss with the relevant technicians the introduction of the change; and
 - (b) for the purposes of the discussion--provide to the relevant technicians:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Bengalla reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that Bengalla reasonably believes are likely to affect the technicians; and

(c) invite the relevant technicians to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, Bengalla is not required to disclose confidential or commercially sensitive information to the relevant Technicians.

(15) Bengalla must give prompt and genuine consideration to matters raised about the change by the relevant Technicians.

9.11 In this term, **relevant technicians** means the technicians who may be affected by the major change.

SCHEDULE A

REMUNERATION & WORK PATTERNS

A 1. Annual Base Component

1.1 Guaranteed Increase

Subject to which leave scheme a Technician belongs; a Technician's minimum Base Salary will be as follows:

Year	Effective Date	Increase %	BMC Personal Leave Scheme	Accrued Sick Leave Scheme
From commencement of agreement		4.5%	\$131,554	\$125,730
2023	1 September	3%	\$135,501	\$129,502
2024	1 September	2%	\$138,211	\$132,092
2025	1 September	2%	\$140,975	\$134,734

The above table represents minimum fixed Base Salary amounts and increases. The percentage Guaranteed Increases identified in column 3 above will be calculated on the basis of the Technician's Base Salary from the preceding year which may include Performance Increases awarded under clause A1 1.2 below.

The table below sets out **examples** of maximum potential Base Salary increases for BMC Personal Leave Scheme technicians if all the metrics identified in clause A1 1.2 are achieved. Technicians are not guaranteed the increases identified below which are contingent upon business performance metrics.

	From commencement of the agreement	September 2023	September 2024	September 2025
Guaranteed Increase	4.5%	3%	2%	2%
Performance Increase (if metrics are achieved)	-	-	0.45%	0.45%
Guaranteed Base Salary	\$131,554	\$135,501	\$138,211	\$140,975
Base Salary if Performance Metrics are achieved*	-	-	\$138,820	\$142,221

*The Base Salary above is calculated on all metrics being achieved, this is variable.

1.2 Performance Increase

As at September 2024 and September 2025 a technician's Base Salary may be further increased by a set percentage based on Bengalla's performance in the key business performance metrics of:

- a. safety
- b. productivity; and
- c. cost.

(collectively, the **Metrics**) for the preceding performance year (Currently 1 August – 31 July).

Any such increase will be in addition to a technician's Guaranteed Increase, as set out in Schedule A, clause 1.1 above. The technician's Base Salary including any Performance Increase from a preceding year will form the basis of any subsequent Guaranteed Increase in the following year.

At the end of a performance year Bengalla will assess its performance against each Metric as either achieved or not achieved.

The required performance level for each Metric will be set by Bengalla for each performance year in line with Bengalla's annual approved operating plan for the performance year and advised to technicians.

If Bengalla's performance achieves the required performance level in one or more Metrics a Technician's Base Salary will increase by 0.15% for each metric where the required performance level is assessed as having been achieved.

Any increase to Base Salary to be provided to a Technician as a result of Bengalla achieving the required performance level for a Metric or Metrics will apply from the next 1 September and will be calculated using the Base Salary received by a Technician immediately prior to that date.

A Technician will be advised in writing if there is a change to the Technician's Base Salary.

See Schedule A, Table 1 or Table 2 for more information.

A 2. Work Pattern Allowance

- 2.1 Technicians required to work different types of work patterns will be paid an amount (a Work Pattern Allowance) which is in addition to the Base component.
- 2.2 The Work Pattern Allowance amount differs to cater for different shift requirements and rostered week-end work.
- 2.3 Where a technician changes from one work pattern to another, their Normal Salary will be adjusted to reflect the change in workpattern.

**Schedule A – Table 1
REMUNERATION & WORK PATTERNS
Bengalla Personal Leave Scheme**

From commencement of Agreement

Roster		Normal Salary Breakdown						Examples of Indicative Total Variable Remuneration				
Code	Description	Rostered hours / week		Rate	Base Salary per annum	Work Pattern Allowance per annum	Normal salary payment per annum	Indicative Performance Payment	Normal salary and indicative Performance Payment per annum	Public Holiday payment (if required to work), say 4.5 per annum	Super. at 10.5%	Total Variable Remuneration (Indicative value)
A1	Mon to Fri 9.0 hr - dayshift	45.0		1	131,554	-	131,554	4,933	136,487	4,118	14,764	155,368
A2	Mon to Fri 12.5 hr - dayshift	42.0		1	131,554	-	131,554	4,933	136,487	4,118	14,764	155,368
A3	Mon to Fri 12 hr - dayshift	48.0		1	131,554	6,584	138,138	4,933	143,071	4,118	15,455	162,644
A4	Mon to Fri 4x10hr and 1x8 hr – dayshift	48.0		1	131,554	6,584	138,138	4,933	143,071	4,118	15,455	162,644
B3	Mon to Fri 12 hour - dayshift & nightshift	45.0		1	131,554	5,539	137,093	4,933	142,026	4,118	15,345	161,489
D1	Sun to Sat 12.5 hr - 7 day (6 weeks annual leave)	44.1		1	131,554	26,230	157,784	4,933	162,717	4,118	17,518	184,352
D1 DAY	Sun to Sat 12.5 hr - 7 day (6 weeks annual leave)	44.1		1	131,554	14,982	146,536	4,933	151,469	4,118	16,337	171,923

Note: Normal salary excludes industry salary sacrifice (Part 3 contribution)

**Schedule A – Table 2
REMUNERATION & WORK PATTERNS
For Accrued Leave Scheme**

From commencement of Agreement

Roster		Normal Salary Breakdown							Examples of Indicative Total Variable Remuneration				
Code	Description	Rostered hours / week			Rate	Base Salary per annum	Work Pattern Allowance per annum	Normal salary payment per annum	Indicative Performance Payment	Normal salary and indicative Performance Payment per annum	Public Holiday payment (if required to work), say 4.5 per annum	Super. at 10.5%	Total Variable Remuneration (Indicative value)
A1	Mon to Fri 9.0 hr - dayshift	45.0			1	125,730	-	125,730	4,715	130,445	4,118	14,129	148,691
A2	Mon to Fri 12.5 hr - dayshift	42.0			1	125,730	-	125,730	4,715	130,445	4,118	14,129	148,691
A3	Mon to Fri 12 hr - dayshift	48.0			1	125,730	6,584	132,314	4,715	137,029	4,118	14,820	155,967
A4	Mon to Fri 4x10hr and 1x8 hr - dayshift	48.0			1	125,730	6,584	132,314	4,715	137,029	4,118	14,820	155,967
B3	Mon to Fri 12 hour - dayshift & nightshift	45.0			1	125,730	5,539	131,269	4,715	135,984	4,118	14,711	154,812
D1	Sun to Sat 12.5 hr - 7 day (6 weeks annual leave)	44.1			1	125,730	26,230	151,960	4,715	156,675	4,118	16,883	177,676
D1 DAY	Sun to Sat 12.5 hr - 7 day (6 weeks annual leave)	44.1			1	125,730	14,982	140,712	4,715	145,427	4,118	15,702	165,247

Note: Normal salary excludes industry salary sacrifice (Part 3 contribution)

SCHEDULE A - (continued)

A3. WORK PATTERN EXPLANATORY NOTES

These notes are to be read in conjunction with the attached rosters and the specific provisions of this Agreement.

1. Shift start times are:

	Day Shift	Night Shift
Start Time	Between 5:00am – 7:00am	Between 5:00pm – 7:00pm

In the event of a proposed change to current shift start time, a consultation process will be undertaken in adherence with the consultation clause in Clause 9 of this agreement.

2. All technicians are required to effect a change-over with the oncoming shift so as to maximise continuity of operations to Bengalla's requirements.
3. Night shift commences the evening that the shift commences. For example, a night shift on Monday commences Monday evening.
4. Rostered shifts are designated as either "N"= Night, "D"= Day or "U"= Utility Day. Rostered shift lengths are nominally outlined under each work pattern. There may be occasions where technicians are required to start earlier or finish later to participate for example in team communications, safety talks, or to undertake necessary work tasks.
5. Bengalla may require a technician to work on Public Holidays. (Refer Schedule C, Clause 12 point 12.2).
6. Utility days are intended for team training and communication activities or may be used for production or other purpose as required by Bengalla.
7. Technicians may be required by Bengalla to change from one work pattern to another and/or to change their rostered shift.

Bengalla Mining Company Rosters

ROSTER A1

Monday To Friday 9 hour day shift only, 5 day coverage							
Group	S	M	T	W	T	F	S
A		D	D	D	D	D	

HOURS

Group	S	M	T	W	T	F	S
A		9	9	9	9	9	

ROSTER A2

Monday To Friday 12.5 hour day shift only, 5 day coverage																					
Group	WEEK 1							WEEK 2							WEEK 3						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		D	D		D	D					D	D	D			D	D	D			
B				D	D	D			D	D	D					D	D		D	D	
C		D	D	D					D	D		D	D					D	D	D	

HOURS

Group	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		12.5	12.5		12.5	12.5					12.5	12.5	12.5			12.5	12.5	12.5			
B				12.5	12.5	12.5			12.5	12.5	12.5					12.5	12.5		12.5	12.5	
C		12.5	12.5	12.5					12.5	12.5		12.5	12.5					12.5	12.5	12.5	

Notes:

*A2, D1 and D1 Day Rosters to include 3 "U Days" per annum

*A1, A3, A4 & B3 Roster "U Day" activities will be conducted as part of work performed on these days

ROSTER A3

Monday to Friday 12 hour day shift only, 5 day coverage														
	WEEK 1							WEEK 2						
Group	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		D	D	D	D					D	D	D	D	
B			D	D	D	D			D	D	D	D		

HOURS

Group	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		12	12	12	12					12	12	12	12	
B			12	12	12	12			12	12	12	12		

ROSTER A4

Monday to Friday 4X10 hour and 1x8 hour day shift only, 5 day coverage							
	WEEK 1						
Group	S	M	T	W	T	F	S
A		D	D	D	D	D	

HOURS

Group	S	M	T	W	T	F	S
A		10	10	10	10	8	

Notes:

*A2, D1 and D1 Day Rosters to include 3 "U Days" per annum

*A1, A3, A4 & B3 Roster "U Day" activities will be conducted as part of work performed on these days

ROSTER B3

Monday to Friday 12 hour shifts, dayshift & nightshift, 5 day coverage														
Group	WEEK 1							WEEK 2						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		D	D	D	D					D	D	D	D	
B			D	D	D	D			D	D	D	D		
C		D	D	D	D					N	N	N		
D			N	N	N				D	D	D	D		
Group	WEEK 3							WEEK 4						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		D	D	D	D					N	N	N		
B			N	N	N				D	D	D	D		
C		D	D	D	D					D	D	D	D	
D			D	D	D	D			D	D	D	D		

HOURS

Group	WEEK 1							WEEK 2						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		12.0	12.0	12.0	12.0					12.0	12.0	12.0	12.0	
B			12.0	12.0	12.0	12.0			12.0	12.0	12.0	12.0		
C		12.0	12.0	12.0	12.0					12.0	12.0	12.0		
D			12.0	12.0	12.0				12.0	12.0	12.0	12.0		
Group	WEEK 3							WEEK 4						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		12.0	12.0	12.0	12.0					12.0	12.0	12.0		
B			12.0	12.0	12.0				12.0	12.0	12.0	12.0		
C		12.0	12.0	12.0	12.0					12.0	12.0	12.0	12.0	
D			12.0	12.0	12.0	12.0			12.0	12.0	12.0	12.0		

Notes:

*A2, D1 and D1 Day Rosters to include 3 "U Days" per annum

*A1, A3, A4 & B3 Roster "U Day" activities will be conducted as part of work performed on these days

ROSTER D1

Sunday to Saturday 12.5 hour shifts, 24 hour 7 days coverage														
	WEEK 1							WEEK 2						
Group	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		D	D			N	N	N			D	D		
B	N			D	D				N	N			D	D
C		N	N			D	D	D			N	N		
D	D			N	N				D	D			N	N
	WEEK 3							WEEK 4						
A		N	N			D	D	D			N	N		
B	D			N	N				D	D			N	N
C		D	D			N	N	N			D	D		
D	N			D	D				N	N			D	D

HOURS

	WEEK 1							WEEK 2						
Group	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		12.5	12.5			12.5	12.5	12.5			12.5	12.5		
B	12.5			12.5	12.5				12.5	12.5			12.5	12.5
C		12.5	12.5			12.5	12.5	12.5			12.5	12.5		
D	12.5			12.5	12.5				12.5	12.5			12.5	12.5
	WEEK 3							WEEK 4						
A		12.5	12.5			12.5	12.5	12.5			12.5	12.5		
B	12.5			12.5	12.5				12.5	12.5			12.5	12.5
C		12.5	12.5			12.5	12.5	12.5			12.5	12.5		
D	12.5			12.5	12.5				12.5	12.5			12.5	12.5

**ROSTER D1
DAY ONLY**

Sunday to Saturday 12.5 hour shifts, 24 hour 7 days coverage days only														
	WEEK 1							WEEK 2						
Group	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A/ C		D	D			D	D	D			D	D		
B/ D	D			D	D				D	D			D	D

HOURS

	WEEK 1							WEEK 2						
Group	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A/ C		12.5	12.5			12.5	12.5	12.5			12.5	12.5		
B/ D	12.5			12.5	12.5				12.5	12.5			12.5	12.5

Notes:

*A2, D1 and D1 Day Rosters to include 3 "U Days" per annum

*A1, A3, A4 & B3 Roster "U Day" activities will be conducted as part of work performed on these days

A5. Work Pattern Allowance Increases

As at the commencement of this agreement, September 2023, September 2024 and September 2025 a technician's Work Pattern Allowance will be increased by a set percentage based on the table below:

On commencement of agreement	4.5%
September 2023	3%
September 2024	2%
September 2025	2%

SCHEDULE B

LEAVE ACCRUALS & DEDUCTIONS

B1. ANNUAL LEAVE ACCRUAL

Roster Code	Weeks Entitlement	Hours Equivalent	Rostered Shift	Utility Day
A1	5	210	8.4	n/a
A2	5	210	11.8	6
A3	5	240	12.0	n/a
A4	5	240	9.6	n/a
B3	5	225	12.0	n/a
D1	6	252	11.4	6
Day D1	6	252	11.4	6

B 2. DEDUCTIONS FROM ACCRUALS

For each day or part thereof a technician is absent on annual leave the Schedule B hours will be deducted from accruals.

SCHEDULE C

GENERAL CONDITIONS

C 1. OBLIGATION TO PERFORM WORK

- 1.1 The technician agrees to perform work as directed by Bengalla where Bengalla deems the technician competent to perform the work.
- 1.2 In order to provide a technician with a safe working environment, a technician acknowledges that Bengalla may direct any other technician, support personnel or any casual person to perform any work where Bengalla deems the person competent to perform the work.
- 1.3 Bengalla may withhold payment for any period for which work is not performed in accordance with sub-clauses 1.1 or 1.2 above and deal with the technician's conduct in accordance with Bengalla's procedure for dealing with disciplinary matters.
- 1.4 Bengalla may stand-down a technician without pay for serious misconduct.

C 2. EMPLOYMENT

- 2.1 Employment shall be by the month.

C 3. TERMINATION OF EMPLOYMENT

- 3.1 Employment may be terminated by Bengalla or the technician by the giving of one (1) calendar month's notice or the payment or forfeiture of the equivalent of one month's Normal Salary as the case may be. Additional notice will be provided if required by law. Notice of termination will be provided in writing.
- 3.2 Bengalla may terminate the employment of the technician without notice for refusal to perform work in accordance with Clause 1, sub-clauses 1.1 or 1.2 above, or for any serious non-compliance with the terms of this agreement.
- 3.3 Nothing in this clause limits the ability of Bengalla to terminate the employment of the technician without notice for serious misconduct. In such cases Normal Salary shall be payable up to the time of termination only.

C 4. HOURS OF WORK, WORK PATTERNS AND SHIFT WORK

- 4.1 Technicians agree to work the work patterns nominated by Bengalla which may include rotation and/or work over seven days of the week and up to twelve and a half (12.5) hours per shift. Indicative examples of work patterns are contained in Schedule A.

Additional or substitute roster systems may be developed by Bengalla consistent with this Agreement.

Technicians acknowledge that a technician's Work Pattern includes an average of 35 ordinary hours per week over a 12-month period plus reasonable additional hours in accordance with the terms of the FW Act.

- 4.2 Starting and finishing places will be designated by Bengalla.
- 4.3 There may be occasions where technicians are required to start earlier or finish later to participate for example in team communications, safety talks, or to undertake necessary work tasks.
- 4.4 Bengalla may require the technician to change from one work pattern to another or change their place on a work pattern. Where such change is required the technician will be given one-week notice.
- 4.5 Compensation for shift work is contained in the rates applicable to each work pattern.

C 5. BREAKS DURING ROSTERED SHIFTS

- 5.1 Technicians working rostered shifts longer than ten hours shall be allowed a total of 60 minutes for meal breaks each rostered shift. The meal break shall be taken in a manner consistent with Bengalla's fatigue management strategies.

A 60-minute meal break on day shift and night shift will be taken as follows:
Two thirty (30) minute meal breaks unless otherwise agreed between the technician and the technician's leader to take a single sixty (60) minute meal break.

Two thirty (30) minute meal breaks should have the first break commence between the third and sixth hour.

A single sixty (60) minute meal break should commence between the fourth and seventh hour after shift commencement.

- 5.2 Technicians working work patterns of ten hours or less will be allowed one thirty (30) minute break.
- 5.3 Breaks will be counted as time worked and organised so as to ensure continuity of

operations and taken in a flexible manner at any time during the shift to suit the needs of the Work Team and the operation.

- 5.4 There are no recognised “smoko breaks” and technicians are to ensure that normal operations are continuous.

C 6. PROVISION OF TOOLS

- 6.1 Where necessary Bengalla will provide the technician with a tool kit appropriate to their work.
- 6.2 Tools remain the property of Bengalla and will be replaced on a fair wear and tear basis.

C 7. SALARIES & PAYMENT

- 7.1 In the absence of agreement to the contrary, not more than one month’s Normal Salary will be kept in hand by Bengalla.
- 7.2 The technician shall be paid as near as practicable to the middle of each month one twelfth ($1/12$) of the Normal Salary set out in Schedule A by electronic funds transfer into the technician's nominated bank, credit union or building society account.
- 7.3 Where in the course of a pay period a technician is absent and that absence does not attract payment, Bengalla may deduct such amount from the technician's Normal Salary for that pay. If the technician has already been paid for that pay period, Bengalla will follow an overpayment repayment agreement process in line with legislative requirements.

The amount to be deducted under this sub-clause is determined by the period of absence as a proportion of the technician's rostered hours to be worked in a month multiplied by the technician's Normal Salary for a month.

- 7.4 Upon termination of the employment, the salary due to the technician shall be paid by electronic funds transfer or forwarded by post to the last known address.

C 8. PAYMENT FOR ADDITIONAL SHIFTS

- 8.1 Provision has been made within the Normal Salary for the working of extra hours in addition to, or outside of, those contemplated by the technicians work pattern.
- 8.2 In addition to the hours rostered to work and included in Base Salary and in Work Pattern Allowance, a technician may be required by Bengalla to work a reasonable number of extra shifts. A technician may work, but Bengalla shall not require a technician to work, in excess of 14 continuous hours.

- 8.3 All extra shifts worked by an employee in excess of or outside rostered hours of work shall be paid at the rate of \$915 per 12.5 hour shift. Payment for extra shifts shall be in substitution for any weekend, public holiday, afternoon, and night shift penalties. The additional shift rate of \$915 will be increased by the same rate applicable to the Base Salary on 1 September each year, beginning 1 September 2023 until and including 1 September 2025.

Technicians may be able to work additional shifts of lengths of 4 hours, 6 hours, 8 hours, 10 hours or a full shift length. Additional shifts cannot be worked without prior approval from the technicians' leader. This prior approval will generally include the agreed length of the additional shift. Approval will be subject to operational needs and in particular, fatigue management. Additional shifts will be paid as a pro-rata of the full additional shift rate.

C 9. WORK ON CONSECUTIVE DAYS

Wherever practicable the technician shall have at least ten (10) consecutive hours break, between work on successive days.

C 10. RECALL TO WORK

Technicians may be recalled to work to meet operational needs either after having left the Mine following rostered work, on non-working days or on rostered days off.

C 11. CLOTHING & PROTECTIVE EQUIPMENT

- 11.1 Appropriate industrial clothing and safety footwear will be provided in accordance with Company policy.
- 11.2 Protective equipment shall be issued on a needs basis and cared for by technicians whilst under their control.
- 11.3 It is a condition of employment that technicians comply with the established procedures and the individual site requirements for the wearing of clothing and protective equipment provided to them.

C 12. PUBLIC HOLIDAYS

12.1 Public Holidays

Technicians are entitled to the following public holidays without loss of pay. The public holidays will be observed on the specified days below for a 7 day roster. For other rosters the gazetted public holidays will be observed:-

- 1st January;
- 26th January;
- Good Friday;
- Easter Saturday;
- Easter Sunday;

Easter Monday;
25th April;
Labour Day;
Queen's Birthday;
Bengalla Picnic Day (nominated by Bengalla and currently Muswellbrook Cup Day);
25th December;
26th December; and
any other days gazetted as public holidays which are generally observed by the public in the State of New South Wales, but are not in lieu of any of the aforementioned public holidays.

Bengalla may, after consultation with the affected technician, substitute another day in lieu of the above public holidays.

12.2 Holiday Requirement to Work

Bengalla may require a technician to work on a public holiday when the holiday falls on the technicians rostered shift. This requirement to work on a public holiday when the holiday falls on the technicians rostered shift is at the discretion of Bengalla to meet Bengalla's operational requirements. In such case a special payment of the additional shift rate (see clause 8.3) per 12.5 hour shift (applied pro rata) will be paid in addition to the technician's Normal Salary.

Bengalla will provide provisional notice of public holidays to be worked by technicians for the year.

C 13. ANNUAL LEAVE

13.1 Accrual, deductions from accruals

- (1) Technicians will be entitled to annual leave in accordance with the FW Act and this clause 13.
- (2) Technicians are entitled to the equivalent of five (5) weeks of annual leave for each year of service with Bengalla.(Refer to Schedule B).
- (3) Technicians who are shiftworkers for the purposes of the NES are entitled to the equivalent six (6) weeks of annual leave for each year of service with Bengalla. This includes technicians working a seven (7) day continuous roster. (Refer to Schedule B).
- (4) Annual leave shall be paid at the technician's Normal Salary. No Leave Loading will be paid in addition to the Normal Salary.
- (5) Hours will be deducted from accrued leave for each day of leave taken in accordance with Schedule B.

- (6) For the purpose of the NES, a shiftworker is defined as a technician who:
- (a) is a 7 day roster technician (being a technician who over a roster cycle may be rostered to work shifts on any of the 7 days of the week); or
 - (ii) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays.

13.2 Taking Annual Leave

- (1) The taking of annual leave is to be arranged between the technician and Bengalla having regard to operational requirements, and is subject to prior approval by Bengalla. As a general rule annual leave is to be taken within one year of the entitlement arising.
- (2) Bengalla may require a technician to take annual leave to meet operational requirements.
- (3) Annual Leave is generally to be taken in weeks. A limited number of single days of leave may be taken in each year subject to agreement with Bengalla.

13.3 Taking Annual Leave before it is due

- (1) Bengalla may allow a technician to take annual leave in advance of an entitlement.
- (2) Annual leave taken in this way will be deducted from the technician's next entitlement.
- (3) Bengalla may deduct from the technician's termination payments any outstanding leave taken in advance.

13.4 Leave on termination

- (1) On termination a technician will be paid for untaken annual leave at the technician's Normal Salary.
- (2) On termination proportionate leave shall be calculated for each completed week of service.

13.5 Cashing out Annual Leave

A technician may apply to cash out their accrued annual leave entitlements provided that a minimum of 1 year's entitlement is retained after the cashing out. Any annual leave cashed out must be by separate agreement with the technician and the Company in writing. The payment must not be less than the amount that would have been payable had the technician taken the leave at the time the payment is made.

The technician's accrued annual leave entitlement will be reduced by the number of hours cashed out.

- 13.6 The number of employees permitted to take leave at the one point in time will be determined by applying the following leave calculation on an annual basis

Number of BMC technicians per rostered crew x weeks of leave/52 weeks = number of technicians off at any one time) *e.g 50 technicians x 6 weeks annual leave/ 52 weeks =5.76. This is rounded to 6.*

For the purposes of this clause only 'rostered crew' is the technicians rostered for a shift with a particular crew (i.e. A2a or Production D1-A Crew)

While the above calculation will be applied to determine the number of technicians that can take leave at any point in time, Bengalla will also consider skills when approving leave.

The determination of the number of technicians permitted to take annual leave at any given time will be calculated annually unless major change to the composition of the workforce occurs. That is, the number of technicians permitted to take annual leave at any given time will not change should there be minimal resignations, new hires or crew movements.

The above calculation will not include any other form of leave for the purposes of reducing the annual leave allocation.

Bengalla reserves the right to deny annual leave during business critical times such as shutdowns. Technicians taking annual leave will be required to give adequate notice in line with Company expectations.

C 14. PERSONAL/CARER'S LEAVE (INCLUDING SICK LEAVE)

- 14.1 Basis of entitlement

A technician's personal leave entitlement will not be less than the FW Act.

There are two different types of sick/personal leave – accrual or as per Bengalla policy as amended from time to time. Base Salary for the two schemes differs and is set out in this Agreement

- 14.2 Accrual Scheme

A technician who at the time of commencement of this Agreement is on the accrual scheme can continue on this scheme. This scheme is:

(a) Accrual

On the anniversary of commencement of employment a technician will be

credited with the equivalent of three (3) weeks (i.e.120 hours) personal / carer's leave to be made available without a reduction of Normal Salary.

(b) Accumulation and deduction

Untaken personal / carer's leave shall accumulate without limitation. Hours will be deducted from accruals for each day of leave taken in accordance with Schedule B.

(c) Payment on Termination

If a technician resigns, are retrenched, retire or die (whilst employed by Bengalla) you will be paid for any untaken accrued personal / carer's leave at your Normal Salary.

(d) Unpaid carer's leave

Where a technician has exhausted their paid personal / carer's leave entitlement, they will also be entitled to up to 2 days unpaid carer's leave in accordance with the provisions of the FW Act.

(e) Elect to move to the Bengalla leave policy.

A technician on the accrual scheme can elect to move to be covered by the Bengalla leave policy as amended from time to time. This is a one off, non-reversible election. If a technician chooses this option:

1. The technician's base salary will be increased to the remuneration set out in Schedule A of this Agreement;
2. The terms of the Bengalla leave policy in respect of personal/carers leave (as amended from time to time) will determine the technician's entitlement.
3. The technician will be paid out any accrued paid personal leave which accrued prior to the operation of this election.
4. Within one month of the election, Bengalla will make a payment to the technician in lieu of the amount of the personal leave which accrued prior to this election commencing operation.

(f) Election to salary sacrifice accrued sick leave

A technician on the accrued sick leave scheme may elect to cash out sick leave subject to:

1. The technician must retain at least 240 hours entitlement; and
2. The salary sacrifice rate will be at Normal Salary.

Each agreement will be made in writing between the technician and the employer.

14.3 Bengalla Leave Policy Scheme

The Bengalla Leave policy as amended from time to time will apply to:

- (a) technicians employed after the commencement of this Agreement;
- (b) technicians who are already subject to this policy at the commencement of this Agreement;

- (c) technicians on the accrued leave scheme who elect to move to the company scheme; and
- (d) technicians who are deemed to change from the accrued sick leave scheme to the company scheme under the above clause.

14.4 Other entitlements and obligations

The following sub-clauses apply to all technicians:

(a) Salary Continuance Scheme

Technicians will have access to a Company subsidised Salary Continuance Scheme.

(b) Workers' Compensation

Technicians will not be entitled to paid sick leave for any period in respect of which a technician is in receipt of Workers' Compensation.

(c) Notification and Proof

- 1) To be eligible for personal/ carer's leave, a technician will be required, subject to circumstances beyond a technician's control which prevent a technician from doing so, to notify Bengalla as soon as reasonably practicable (and preferably before the start of a technician's shift) of a technician's absence (or proposed absence).
- 2) Bengalla may require a technician to provide documentary evidence of a technician's illness in accordance with the provisions of the FW Act, for the period of a technician's absence (or proposed absence).

(d) Fitness for Work and Work Attendance

Technicians are required to maintain a satisfactory level of fitness to enable a technician to perform work under this Agreement and to have a level and pattern of work attendance considered acceptable by Bengalla.

(e) Other forms of Leave for Family Purpose

In addition to a technician's entitlement to carer's leave, a technician may elect, with the consent of Bengalla, to take unpaid leave or annual leave for the purpose of providing care and/or support to a family member who is ill, injured or in the case of an unexpected emergency.

An employee will be entitled to unpaid Family and Domestic Violence Leave in accordance with the NES in the Fair Work Act 2009 (Cth).

C 15. LONG SERVICE LEAVE

15.1 Entitlement to Leave and Payment

- (1) Technicians will accrue Long Service Leave at the rate of thirteen weeks for each eight years of continuous service in the coal mining industry.
- (2) Other than in relation to employment being terminated through

retrenchment, death or ill health, no entitlement to long service leave arises where the technician has less than eight years of service. In relation to retrenchment a pro-rata entitlement applies after six years' service. In relation to death or ill health all accrued long service leave shall be paid out.

- (3) Following the first entitlement to long service leave and whilst the technician's employment remains continuous, a technician shall be entitled to take further long service leave for each sixty-four weeks of service with Bengalla.

Long Service Leave will be paid at the technician's Normal Salary in respect of each week of leave.

15.2 Time of Taking Long Service Leave

- (1) An eligible employee may apply, in writing, to Bengalla to take a period of long service leave, giving reasonable notice.
- (2) The employee may only apply to take a period of long service leave that:
 - (a) is a single continuous period of at least 14 days (being equivalent to a number of hours of long service leave as agreed with Bengalla); and
 - (b) does not exceed the employee's LSL credit at the time the leave is to be taken.
- (3) As soon as practicable, but no later than 14 days after the application is made, Bengalla must give the employee a written response:
 - (a) stating whether or not the employer grants the long service leave; and
 - (b) if Bengalla refuses to grant the long service leave—giving details of the reasons for the refusal.
- (4) Bengalla may refuse to grant long service leave only on reasonable business grounds.

C 16. JURY SERVICE

- 16.1 A technician required to attend for Jury Service shall notify Bengalla as soon as possible prior to the absence(s) of such requirement and the expected duration of attendance for Jury Service.
- 16.2 Bengalla will pay the technician their Normal Salary provided the technician remits to Bengalla monies paid for attendance. Travel allowances or other expenses paid by the Court may be retained by the technician.

C 17. COMPASSIONATE LEAVE

A technician is entitled to up two (2) days absence for compassionate leave on each occasion without loss of Normal Salary in accordance with the terms of the FW Act and this clause 17:

- (a) in the event of death of one of the technician's immediate family or a member of a technician's household; or

(b) for the purpose of spending time with a member of a technician's immediate family or household who has an illness or injury that poses a serious threat to that person's life.

C 18. PARENTAL LEAVE

The technician covered by this Agreement shall be entitled to Parental Leave as provided in the Parental Leave Policy and the FW Act (whichever is the more favourable).

C 19. WORKERS' COMPENSATION AND ACCIDENT PAY

19.1 Technicians are entitled to Workers' Compensation in accordance with the Workers' Compensation Act, 1987 New South Wales ('the Workers Compensation Act').

19.2 In addition to the payments prescribed in the Workers' Compensation Act technicians shall be entitled to receive accident pay for up to seventy-eight weeks from the time of injury subject to the following conditions and limitations:

19.3 Accident Pay means:

- (1) For the initial period of thirty-nine weeks from the date of injury a weekly payment representing the difference between the weekly amount of compensation paid to the technician by virtue of the said Act and the technician's Normal Salary at the date of injury.
- (2) For a further period of thirty-nine weeks a weekly payment representing the difference between the weekly amount of Compensation paid to the technician by virtue of the said Act and the technician's Base component of salary (pro-rated) that would have been received by virtue of this Agreement at the date of injury.

19.4 Pro rata payments

In respect of incapacity for part of a month the amount payable to the technician as accident pay shall be a direct pro rata.

19.5 When not entitled to payment

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

19.6 Redemptions

In the event that a technician receives a lump sum in redemption of weekly payments under the Workers' Compensation Act 1987 New South Wales, the liability of Bengalla to pay accident pay as herein provided shall cease from the date of such redemption.

19.7 Damages Independent of the Workers' Compensation Act, 1987 New South Wales

Where a technician recovers damages from Bengalla or from a third party in respect of the said injury independently of the Workers' Compensation Act 1987 New South Wales, such technician shall be liable to repay to Bengalla the amount of accident pay which Bengalla has paid under this clause and the technician shall not then be entitled to any further accident pay thereafter.

19.8 Calculation of period

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

C 20. REDUCTIONS OF EMPLOYMENT

20.1 Reduction of Employment and Notice

- (1) In the event of a reduction of employment Bengalla shall determine the method of selection of technicians for retrenchment.
- (2) Bengalla shall provide notice of retrenchment in accordance with the FW Act.

20.2 Retrenchment Entitlements

- (1) A technician who is retrenched shall, subject to sub-clause 20.3 herein, receive:

Three (3) weeks retrenchment pay calculated at the technician's Base component of salary for each completed year of employment by Bengalla with a minimum payment of four (4) weeks salary. (or 5 weeks if the employee is aged over 45 years and has completed at least two years' continuous service).

- (2) A technician shall not receive retrenchment entitlements in respect of service for which payment has already been received.

20.3 Where Bengalla causes employment to be made available to the technician at another coal mine (owned by the organisation) in the Hunter Valley of New South Wales within seven (7) days of the date of termination of the technician, Bengalla will be relieved from the obligation for payment imposed by sub-clause 20.2.

20.4 The above entitlement to retrenchment pay includes any entitlement the technician may be entitled to under the Fair Work Act.

C 21. TRANSPORT

- 21.1 Subject to this clause, technicians shall be responsible for their own transport to and from work.
- 21.2 Where Bengalla requires a technician to work outside their normal work pattern without notice and where the technician's normal means of transport is not available, transport will be arranged to the technician's home at no cost to the technician.

C 22. DISPUTES PROCEDURE

- 22.1 It is the intent of Bengalla and the technician to resolve any grievances directly with the technician.
- 22.2 In the event of any dispute arising as to the interpretation or operation of this Agreement, the NES or in relation to employment, there shall not be any stoppage of work by the technician, and such dispute shall be processed in accordance with sub-clause 22.3 of this clause.
- 22.3 Procedure:-
- (1) When a dispute arises the matter shall in the first instance be discussed between the technician and the technician's Supervisor. If the matter remains unresolved;
 - (2) It will be referred in writing for discussion between the technician and the appropriate Superintendent. If the matter remains unresolved;
 - (3) It will be referred in writing for discussion between the technician and the appropriate Manager. If the matter remains unresolved;
 - (4) It will be referred in writing for discussion between the technician and the General Manager (or representative); If the matter remains unresolved;
 - (5) It may be referred by either party to the appropriate authority.
- 22.4 In relation to appropriate authority the parties agree that a member of FWC appointed by the President (or nominee) of the FWC shall act in the capacity of conciliator.
- 22.5 A technician may be represented by a person of their choice under this clause.

C 23. SUPERANNUATION

- 23.1 Occupational Superannuation Employer Contribution

The superannuation fund to which Bengalla's 'compulsory' superannuation guarantee contributions for a technician are made will be in accordance with the Commonwealth superannuation legislation, being either:

- a) the technician's chosen fund;
- b) the technician's stapled fund; or
- c) if the technician does not have a chosen or stapled fund, Bengalla's default fund which is Mine Super (the default fund).

Technicians can choose to become a member of the default fund.

During a technician's employment Bengalla will make contributions of the Superannuation guarantee percentage of a technician's role remuneration (see below) to the technician's superannuation fund (as per a), b) or c) above) unless:

- a) Bengalla and the Technician agree on a different level of contribution; or
- b) A technician's role remuneration exceeds the 'maximum contribution base' that applies under the SG Legislation from time to time and we agree that Bengalla's superannuation contributions will be reduced from the Superannuation guarantee percentage of a technician's role remuneration to the Superannuation guarantee percentage of the maximum contribution base. In this case the reduction in Company contributions will be paid to a technician as a taxable allowance and will not attract further superannuation. A technician's local payroll officer can give a technician details of the maximum contribution base applicable from time to time, or;
- c) A technician's concessional contributions exceed the concessional contribution limit set by the Government. In this case, provided that Bengalla continues to meet its requirements under the SG Legislation, a technician may elect to reduce a technician's Company contributions and receive an amount equivalent to the reduction as a taxable allowance, which will not attract further superannuation.

A technician's role remuneration is a technician's base salary plus all work-related allowances and incentive payments (if any), as determined by Bengalla from time to time. A technician's local payroll officer can give a technician details of which allowances form part of a technician's role remuneration from time to time.

Other than in respect of the obligations outlined in sub-clause 23.1 above, Bengalla's contribution under this sub-clause absorbs all other Occupational Superannuation payments otherwise payable by Bengalla.

23.2 Superannuation - Salary Sacrifice

By agreement with Bengalla a technician may salary sacrifice on such terms as agreed by Bengalla.

C 24. SALARY SACRIFICE - GENERAL

Agreement may be reached between Bengalla and a technician in relation to salary sacrificing arrangements upon such terms as are mutually agreed.

SIGNATURE PAGE

SIGNED for and on behalf of **Bengalla Mining Company Pty Ltd**

in the presence of:

Witness signature:

Signature

Full Name (printed):

Full Name (printed):

Address: _____

Address:

Authority Position:

Date: _____

SIGNED for and on behalf of **the Construction, Forestry, Maritime, Mining and Energy Union**

in the presence of:

Witness signature:

Signature

Full Name (printed)

Full Name (printed):

Address:

Address:

Authority Position:

Date: _____
