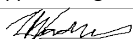




Employee Relations Specification for Contractors

Human Resources

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1 Purpose and Scope

This specification shall be read subject to and in compliance with any applicable State and Federal legislation.

Subject to the provisions of this guideline, the Contractor shall be responsible for the management of employee and industrial relations (ER/IR) for the Contractor's scope of work.

The Contractor shall keep itself fully informed on all ER/IR issues likely to impact the Contractor's Works and the Contractor shall take all reasonable measures to prevent and resolve such ER/IR issues.

In this guideline any reference to an obligation, responsibility, action or requirement (obligation) upon the Contractor or its employees also applies to the Contractor's subcontractors.

2 Industrial Instruments/Arrangements

The *Contractor* shall comply with any *industrial instrument(s)* applicable to the *Contractor* at the *site*.

Prior to entering into any negotiation or agreement for any industrial instrument, understanding, undertaking or arrangement, the Contractor shall advise the Principal of its intentions and proposed outcomes for such negotiations.

3 Employee Relations Management Plan

An ERMP shall be prepared by the Contractor and shall:

- Address all ER/IR issues relevant to the contract including any issues nominated by the Principal from time to time;
- Include other ER/IR related issues the Contractor believes need to be managed;
- Be submitted for review and approval by the *Principal* before the *Contractor* and/or *subcontractor* commences any *work* on the *project*; and
- Not be amended without the prior written approval of the *Principal*.

When the ERMP is reviewed by the *Principal*, the ERMP shall form part of the *Contract* and shall be implemented by the *Contractor* according to its terms.

From time to time the *Principal* may require the *Contractor* to update the ERMP to reflect new or changed circumstances and the *Contractor* shall submit updated ERMP for approval in a timely manner.

As a guide, the ERMP should address the following items:

- Vision/Objectives – ER Strategy
- Legal compliance and industrial instruments applying to contractor's employees
- Mobilisation/demobilisation strategy
- Recruitment strategy including indigenous employment strategy and overseas workers/expatriates
- HR policies and procedures especially in regard to grievance and performance management

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- Workforce composition, rosters and hours of work
- Accommodation and transportation
- Training and development
- Management structure/supervision
- Management of ER risks/ contingency plan/ ER issue register
- Right of entry and union liaison
- ER advice and resources
- Community and media relations strategy
- Reporting and records
- Audit of ERMP

4 Employee Relations/Industrial Relations Incidents

4.1 Definition of Employee Relations/Industrial Relations Incident

For the purpose of this guideline, ER/IR incident includes but is not limited to:

- Any claims, restriction, limitation, ban or boycott on work or work practice including work stoppages, "go-slows", work to rule;
- The performance of work in a different manner to the way it is customarily performed which results in a restriction, limitation or delay on the performance of work;
- A failure or refusal to attend work or to perform work including sympathy stoppages and protests;
- Potential or actual disputes concerning employees and/or unions including demarcation disputes;
- Any unauthorised union or workforce meetings;
- Any visits by union official(s) or representative(s) to site or related Contractor workplaces;
- Any visits by Government Inspectors or Officials to site or related Contractor workplaces or any investigation by such Inspectors or Officials;
- Any negotiations with peak union organisations, union officials or union representatives (including union delegates);
- Any conference, mediation or hearing in state or federal industrial relations commissions, courts, private arbitrator or tribunals concerning relevant WUC ER/IR matters;
- Any threatened, attempted or actual coercion including that which is inconsistent with applicable ER/IR legislation;
- Any dismissal for gross misconduct (or the like), any threatened or actual assault, criminal act, altercation, disturbance, harassment or discrimination of any kind or protest involving employees at the site, airport or accommodation.

4.2 Grievance Resolution Procedure

The Contractor shall ensure that all Contractor's employees understand and follow the Contractor grievance resolution procedure applicable to the site

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4.3 Reporting of ER/IR Incidents

The Principal requires an account of all ER/IR incidents relating to the site. Such written account shall include the following requirements as a minimum.

- Immediate verbal notification of any ER/IR incident(s) involving its employees or its subcontractor's employees.
- Timely verbal updates on the management and progress of any ER/IR incident(s) involving its employees or its subcontractor's employees.
- Written notification of any ER/IR incidents involving its employees or its subcontractor's employees which will likely affect the Principal.

5 Meetings

5.1 Inclement Weather Coordination/Cyclone Meetings

The Principal wishes to ensure a site wide coordinated approach to the management of issues associated with inclement weather. Therefore the Contractor shall attend any meetings called for the purpose of discussing inclement weather and coordinating Contractor responses.

The Contractor shall not cease work for the day shift due to inclement weather unless the matter is first discussed with and agreed to by the Principal.

5.2 Workforce Stop Work Meetings

Except to the extent required by law, the Contractor shall not permit its employees, or its subcontractor's employees, to hold stop work or union meetings at site or at accommodation unless prior approval is given by the Principal. Any such approval is at the absolute discretion of the Principal.

6 Specific Requirements of Supervisory Personnel

6.1 Field Presence

To assist with orderly conduct, productivity and managing time keeping, the Contractor shall ensure its supervisory personnel remain at the workplace with their actual respective work crews immediately prior to each scheduled cessation of work period to ensure employees continue working until the designated time to cease work.

The Contractor shall ensure a sensible period of time is allowed at each scheduled cessation of work period so as to permit employees to wash up and commence a work break as the case may be.

6.2 Records of Training and Attendance

The Contractor shall ensure all attendees at any training/induction course sign an attendance register and such register is retained for auditing and information uploaded in forward training portal.

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7 Behaviour of Contractor Personnel

7.1 Professional Conduct and Behaviour

The Contractor shall ensure all its personnel conduct themselves in a professional manner at all time (including at airports and accommodation).

The Contractor shall ensure that:

- All personnel are advised of this requirement via the Contractor's internal orientation and Roy Hill induction processes.
- This requirement shall be reinforced to Contractor personnel at appropriate intervals.

7.2 Contractor Responsibility

The Contractor is responsible for the behaviour and conduct of its employees at the site and accommodation and during all stages of mobilisation/demobilisation.

7.3 After Hours Issue Management

The Contractor shall ensure it has senior personnel available to manage any accommodation "out of hours" matters or issues involving any of its employees.

Roy Hill accommodation operates under a Duty Manager Security system, therefore from time to time the Duty Manager, as appointed by the Principal, has the authority to instruct the contractor and its employees in relation to the camp rules.

7.4 Withdrawal of Accommodation and Worksite Access Rights

The Principal has rules and procedures including but not limited to matters such as safety, health, quarantine, the protection of the environment, fitness for work, consumption and availability of alcohol, food consumption locations and food waste disposal, smoking, prohibited objects, allocation of accommodation and the use of cameras, recording equipment and mobile phones. The Contractor shall ensure all such matters are specifically brought to the attention and explained to persons being interviewed for employment and form part of the written employment contract between the Contractor and its employees.

Any breach of these rules and procedures shall be considered serious.

The Principal reserves the right to withdraw accommodation rights and site access rights for any Contractor employee(s) in breach of any such rules and/or procedures (including accommodation rules or regulations) and similarly for Contractor employee(s) who behave in an offensive, aggressive, intimidating, and discriminatory manner or in any other unacceptable manner.

If the accommodation or site access rights of any Contractor employee(s) are withdrawn, it is the responsibility of the Contractor to notify the employee(s) and to make prompt travel arrangements to have the employee(s) removed from site and accommodation as quickly as possible.

Where accommodation or site access rights of any Contractor employee(s) are withdrawn, all costs associated with the removal of any Contractor employee(s) from the site are the sole responsibility of the Contractor. The

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withdrawal of accommodation rights and/or site access rights by the Principal will not be taken to give rise to any claim whatsoever against the Principal as a result of any consequence.

Prior to any withdrawal of accommodation rights and/or site access rights of the Contractor employee(s), the Principal will first discuss the matter with the Contractor.

From time to time the Principal may develop additional rules and procedures or amend existing ones which the Principal will advise the Contractor of. It shall be the responsibility of the Contractor to ensure its employees comply with all rules and procedures.

8 Use of Local Labour and Indigenous Employment

8.1 General

If the Contractor elects to advertise vacancies the Contractor shall ensure vacancies are advertised equally in the Pilbara region, other Western Australia locations and if need be then nationally.

8.2 Wages Labour

The Contractor shall use qualified and experienced labour.

As far as it is reasonable, and economically practicable, the Contractor shall use available labour within Western Australia (using reasonable endeavours to ensure that as many as possible of the workforce be recruited from the Pilbara region).

8.3 Indigenous Employment Opportunities

Increasing Indigenous representation in employment is a key objective of the Principal.

9 Apprentices and Workforce Skill Development

The Principal has a commitment to the development, training and employment of apprentices. The Contractor shall support skills and up skilling development of its workforce and is strongly encouraged to actively support apprentice/trainee development, training and employment through the placement of an appropriate number of apprentices/trainees on the site.

Records of apprentices employed on the site by the Contractor shall be retained for auditing.

10 Employment Related Processes and Requirements

10.1 General

The Contractor shall ensure all personnel proposed to be employed are skilled and experienced in the occupation, trade or calling for which they are to be employed.

The Contractor shall comply with its statutory obligations in relation to equal opportunity in employment and privacy of information when employing personnel.

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10.2 Letter of Offer

The Contractor shall ensure all of their employees and subcontractor's employees receive a letter of offer detailing the terms and conditions of employment, prior to any individual commencing employment on site.

The proposed employee shall sign and date the letter of offer to indicate the employee has read and understood the terms and conditions of employment and accepts employment on that basis.

The written letter of offer shall, as a minimum, include the following information but may also include any matters which the Contractor believes is relevant to the employment:

- Salary and wages
- Position classification
- Point of hire
- Hours of work
- Roster & R&R cycle
- Clothing and PPE
- Duties and responsibilities.
- Competencies and licenses
- Disciplinary procedure/code of conduct
- Transport to site and on site
- Accommodation Golden Rules
- Enterprise agreement applicable to the work
- Fitness for work policy including alcohol and other drug policy

10.3 Electronic Mobilisation System

The Contractor shall use the Principal's internet based mobilisation process or other appropriate system, as nominated by the Principal, to carry out the mobilisation and demobilisation of all Contractor personnel.

The Contractor shall ensure the electronic system is applied to the mobilisation and demobilisation of all personnel engaged by the Contractor or any subcontractor on the site.

The Contractor shall use the procedures and forms issued by the Principal. If an alternative system is nominated by the Principal then the Principal will issue the Contractor with new procedures and forms and Contractor shall use such new procedures and forms.

Failure by the Contractor to provide all necessary and accurate information or to comply with specified recruitment processes may be considered a delay to the Principal progress.

11 Work Hours

11.1 Rosters

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Rosters shall involve employees working roster cycles that align with the prevailing conditions of work on site. To ensure proper and efficient allocation of seats on planes and rooms in accommodation a strict roster management system is a priority.

11.2 Night Shift

Where the Contractor wishes to commence a night shift, prior Principal approval shall be obtained.

Prior to any approval for Contractor to work a night shift, Contractor shall provide to the Principal, on a Contractor's letterhead and signed by the Contractor, a night shift work plan which details all relevant information including but not limited to details of:

- The names of the appropriate senior Contractor management and supervisory personnel who will work the night shift.
- The proposed number of personnel and their work classifications.
- The name(s) of the qualified St Johns Ambulance Occupational First Aid Certificate holder (or equivalent) who shall be required on site at all time on the night shift.
- The name of Contractor OHS adviser.
- Proposed duration of night shift.
- Proposed daily commencement and finish times for the shift.
- Proposed times for rest and meal periods including their duration.
- Any shift loadings or additional allowances to be paid to shift employees.
- Transport arrangements.
- Work location.
- Work activities.
- A requirement for all Contractor personnel to remain within their designated night shift work areas.
- Emergency communication and response procedures.
- Properly trained emergency response personnel in sufficient numbers to carry out any emergency response and rescue associated with Contractor activity and personnel.
- Any temporary lighting plan proposed to be installed by the Contractor.

The request to commence a night shift together with the proposed night shift work plan shall be provided to the Principal at least 48 hours prior to the proposed date of the commencement of the first shift.

Prior to any approval, the Principal may require the Contractor to amend the night shift work and lighting plan to include other relevant actions or requirements and the Contractor shall comply.

12 Work Site Access

Entry to and exit from the site will generally be via a security gate through which all personnel shall pass.

Access to site shall be restricted to those personnel with a valid site access pass.

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Access shall be restricted via various measures as deemed required by the Principal (e.g. Boom gate access, fencing, permit access).

All personnel driving a vehicle on site or accommodation shall hold a valid current driver's license relevant to the class of vehicle being driven in accordance with laws of Western Australia and shall abide by the relevant vehicle operations rules applicable on site and relevant traffic management notices or events in place.

13 Photographs

The taking of photographs or filming of the site or WUC, by any means whatsoever, is not permitted without prior approval of the Principal.

The Contractor shall ensure no photographic or filming equipment (including mobile phones) of any description is taken onto *site* by its employees without the prior approval of the Principal.

If filming is approved by the Principal then all images and proposed captions shall be submitted to the Principal for its approval.

The Principal has a designated photographer who shall maintain a portfolio of pre-approved pictures available at the Contractor's expense for use in publications and publicity efforts. This shall be the Contractor's sole source for picture requirements.

14 Flags, Political Notices, Banners and Non-Approved Posters/Stickers

The Contractor shall not permit the flying of any flag of any description, the display of any political notices or political election material of any description or banners of any description on any of its equipment, buildings, toilets or crib rooms on site or accommodation.

The Contractor shall ensure any graffiti and any unauthorised printed material which might be offensive or unsuitable (e.g. inappropriate posters, political material, calendars, cartoons, union stickers, union posters, etc.) are not displayed, and promptly removed if displayed, from any workplace including any toilet facility or crib room allocated for Contractor use.

The Contractor shall ensure any written information that is posted or distributed identifies its author.

The Contractor shall appoint appropriate employees to ensure this requirement is monitored and achieved.

15 Workforce Representatives

Subject to its legal obligations under applicable State and/or Federal legislation, the Contractor shall not engage with or deal in any way with any union which does not have a legal entitlement to represent any employee of the Contractor's workforce.

The Contractor shall ensure that any shop steward, employee representative, union delegate or OH&S representatives, which is an employee of the Contractor, performs normal duties and does not involve themselves in the issues of other contractors.

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15.1 Right of Entry of Union Officials

Subject to relevant rights and obligations under applicable State and/or Federal industrial relations or occupational safety and health legislation, a union official which is the holder of a valid and current federal right of entry permit, shall be required by the Contractor to comply with site entry, safety, environmental, security and any other relevant procedures and requirements.

The Contractor shall:

- Immediately advise the Principal if notice is received of a visit or an intended visit by a union official(s), and the stated purpose, time and date of such a visit.
- Confirm to the Principal the person(s) is a union official(s) and has the requisite valid and current permit and state the purpose of entry and the union (including whether state or federal branch) seeking entry.
- Personally collect the union official(s) from the official site entry point (this may be the airport) and return the union official(s) to that point or other Principal agreed location on the completion of their business with the Contractor.
- Ensure that union official(s) do not act contrary to or exceed their statutory right of entry powers while on site.
- Ensure that the union official(s) comply with all of the Contractor's safety procedures and are escorted (without hindrance or obstruction) by a senior Contractor representative at all times.
- Direct and ensure the union official(s), for the purpose of employee discussions or to investigate suspected breaches, takes the most direct route to the particular location designated to hold employee discussions.
- Require the union official to conduct any investigation or interview only in locations or areas of the site approved by Principal.
- Comply with any Principal union right of entry procedure applicable to the site (as amended from time to time).

16 Abbreviations

Abbreviation	Definition
ER/IR	Employee Relations / Industrial Relations
ER/IR Advisor	Employee Relations / Industrial Relations Advisor
ERMP	Employee Relations Management Plan
PPE	Personal Protective Equipment

Table 1 – Abbreviations

17 Definitions

Term	Definition
Consultant	Any person engaged by the Contractor to perform consultancy services in connection with WUC and includes any Principal's consultant whose prior contract is novated to the Contractor under subclause 9.4;

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Term	Definition
Contractor	The business / company engaged by Roy Hill for the purpose of performing work or providing a service to Roy Hill, where the person is NOT engaged as an employee. This includes contractors' subcontractors and their employees who are doing work for the benefit of Roy Hill.
Contractor's employee	Any individuals engaged by the Contractor (or its subcontractors) including independent contractors
Environment	Includes the meaning given to that term at common law and in any legislation in force in the State or Territory of Australia in which the site is situated including any land, water, atmosphere, climate, sound, odour, taste, the biological factor of animals and plants and the social factor of aesthetic;
ER/IR incident	Has the meaning given in section 8.1 of this specification
Field	Site based
Industrial instrument	Means a modern award, certified agreement or any other agreement made pursuant to the Workplace Relations Act 1996 (Cth) or the Fair Work Act 2009 (Cth) and approved by the relevant industrial authority which would have application to the Works.
Personnel	Has the same meaning as employee
Principal	Refers to Roy Hill as the Principal to the Contract for Service.
Site	Refers to the lands and other places to be made available to the Contractor by the Principal for the purpose of the Contract
Scope of work	Means the scope of work forming part of the Principal's requirements
Subcontractor	Refers to independent contractors hired by the Contractor
the Works	Means the whole of the work to be carried out and completed in accordance with the Contract, including variations provided for by the Contract, which by the Contract is to be handed over to the Principal;
WUC (from 'work under the Contract')	Means the work which the Contractor is or may be required to carry out and complete under the Contract and includes variations, remedial work, construction plant and temporary works;

Table 2 – Definitions

18 Review

Reviews are to examine the appropriateness of this specification, taking into consideration corporate, system and compliance requirements and legislative changes since the last review was undertaken.

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