

Confidential



Memorandum

Agreed Commitments and Acknowledgements

BMA Enterprise Agreement 2022

BHP Coal Pty Ltd

Mining and Energy Union (Queensland District)

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied
Services Union of Australia

1 Parties

This Memorandum of Agreed Commitments and Acknowledgements (**MACA**) is between:

- (a) BHP Coal Pty Ltd (**Company**); and
- (b) the following unions as bargaining representatives:
 - (1) Mining and Energy Union (Queensland District) (**MEU**);
 - (2) the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (**AMWU**); and
 - (3) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**).

2 Recitals

- (a) In reaching agreement on the BMA Enterprise Agreement 2022 (**EA2022**) and for the Unions to support the EA2022, the parties have agreed to put the commitments and acknowledgements outlined in this MACA in writing.
- (b) The commitments and acknowledgements operate outside the EA2022 and do not form part of the EA2022.

3 Conditions Precedent

This MACA will only operate upon:

- (a) Agreement by the parties to EA2022;
- (b) Unions to support EA2022;
- (c) Approval of EA2022 by EA Employees; and
- (d) Approval of EA2022 by the Fair Work Commission.

4 Term

This MACA will operate only for the life of EA2022.

5 Commitment to recruit additional EA Employees

Upon approval of EA2022 by the Fair Work Commission, the Company will recruit not less than 105 additional EA Employees (at least 26 per Mine) within the first 12 months of the commencement of the Agreement, as EA Employees under EA2022.

This commitment can be met through targeted recruitment programs, for example:

- (a) new-to-industry programs;
- (b) gender-specific programs;
- (c) indigenous-specific programs;

- (d) future-facing roles programs; and
- (e) programs inviting applications from existing non-BHP Coal Pty Ltd workers working at the Mines (e.g. current services contractors and labour hire).

6 Dashboard

During the nominal term of the Agreement, the Company will publish a six-monthly dashboard showing the following information:

- (a) Total Number of EA Employees at each Mine and overall at the commencement of the period
- (b) EA Employee turnover during the period
- (c) New EA Employees commencing employment during the period
- (d) Roles in recruitment

7 Union Meetings

Upon approval of EA2022 by the Fair Work Commission, the Union Meetings Letter (copy attached in Appendix 1) will come into effect.

8 Christmas Day and Boxing Day

The MEU, AMWU and CEPU acknowledge that:

- (a) the Company may seek expressions of interest for EA Employees to volunteer to work on Christmas Day and Boxing Day each year; and
- (b) EA Employees can volunteer to work on Christmas Day and Boxing Day each year

In the event that the Company decides to operate on Christmas Day and/or Boxing Day, employees who volunteer to work will receive overtime rates as defined in the applicable mine schedule in EA2022 for all work performed.

9 Local Sports, Health and Wellbeing Club Membership

The Company will explore options for Employees and their families to have one paid, or subsidised, membership per year to local sports, health or wellbeing clubs within the local township for each Mine. Options that are made available will be offered to Employees to take up in lieu of gym membership on the basis of one membership option per Employee per year.

Signed for

BHP Coal Pty Ltd

sign here ► _____

print name _____

Signed for

Mining and Energy Union (Queensland District)

sign here ► _____

print name _____

Signed for

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

sign here ► _____

print name _____

Signed for

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

sign here ► _____

print name _____



8 December 2022

CFMMEU, AMWU and CEPU

C/- Steve Smyth, Rohan Webb and Craig Thomas

By email

Dear Steve, Rohan and Craig

Union meetings

In order to avoid any further uncertainty with regard to BHP Coal Pty Ltd's (**BHPC**) willingness to sustain existing union benefits, I wish to confirm the arrangements for union meetings, AGMs and committee meetings under the *BMA Enterprise Agreement 2022 (EA2022)*.

This letter replaces the previous letter issued to the unions on 29 March 2018 under Shaun McKenzie's signature.

BHPC will provide the arrangements set out below during the life of EA2022 until its nominal expiry date.

Union committee meeting

Where a monthly union committee meeting is held, BHPC will allow delegates who:

- are committee members; and
- are rostered for work at the time of the meeting;

to attend the committee meeting for up to two (2) hours on paid time. No payment will be made for any time beyond two (2) hours.

Delegates who are not rostered for work at the time of the meeting will **not** be paid for attending.

Delegates' absence from work up to a maximum period of two (2) hours for each meeting will not be deducted from the pool of 25 person days per year off site. However, any time taken beyond two (2) hours will be deducted from the site pool.

Monthly union meeting

BHPC will pay employees \$90 each month for attending a monthly union meeting held outside of working hours.

Where senior delegates are required to facilitate the convening of a monthly union meeting, up to three (3) delegates will be permitted leave of absence from work of up to three (3) hours. This time is in addition to their payment for attendance at the monthly meeting. Delegates' absence from work for the purpose of convening a monthly meeting will not be deducted from the pool of 25 person days per year off site.

Union AGMs

BHPC will allow employees at Blackwater, Saraji, Peak Downs and Goonyella Riverside Mines to attend a union AGM on or off site, which will be held at the beginning or end of shift. Employees not rostered on to work will be permitted to attend the mine for the purpose of attending the AGM.

The union must give the Manager Employee Relations Coal (directly and to employeeerelationscoal@bhp.com) at least 28 days' written notice of the proposed date, time and location for the AGM. The AGM will be held for a maximum of two (2) hours or shorter if necessary to meet site fatigue management requirements. At the conclusion of the AGM, employees rostered on must return to work immediately.

Employees who are rostered on to work and who attend the AGM will be paid as if at work for the duration of the meeting (up to two (2) hours). For all other BHPC Employees who attend, the AGM will be treated as a monthly union meeting and those employees will be paid \$90 per attendance.

Essential services (including statutory coverage) must continue to be provided and train load out must continue to occur during the AGM. Other operational tasks may be required and these will be discussed at a local level. All other work performed by non-BHPC Employees must continue to be performed during the AGM.

The unions undertake to co-ordinate the convening of their respective AGMs at each Mine to occur simultaneously to ensure there is minimal disruptive impact on production.

Yours faithfully,

Sally McLellan

Manager Employee Relations Coal

Sally.McLellan@bhp.com
employeeerelationscoal@bhp.com