

BMA Enterprise Agreement 2022

Explanation of terms from the BMA Enterprise Agreement 2018



The Fair Work Act requires us to explain the effects of the agreement. This document is intended to assist you in understanding the changes to the terms and conditions contained in the proposed *BMA Enterprise Agreement 2022 (Proposed Agreement)*. The table below compares the Proposed Agreement to the *BMA Enterprise Agreement 2018 (Current Agreement)* and explains any changes. Please note that references have been made to the clause numbers throughout the Proposed Agreement (as compared to the Current Agreement).

Administrative Changes Made to the Proposed Agreement			
Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
Various clauses and schedules	Various	The definition of BMA has been amended to remove the word "Billiton."	Reflects the name change for the BM Alliance.
		<ul style="list-style-type: none"> All references to three (3) mine sites have been removed from the Proposed Agreement being the Norwich Park Mine (NPM), Gregory Mine and Crinum Mine Further, all references to underground work are removed 	<ul style="list-style-type: none"> The latter two mines are no longer owned or operated by BMA. NPM is now included in the SSE notification for Saraji mine. The note in the proposed Agreement clarifies that All remaining mines are open cut mines
		Amendments to refer to stapled funds and the correct name of the Mine Super Fund.	Amended for compliance with current superannuation laws.
		The "Construction, Forestry, Mining and Energy Union – Mining and Energy Division" has been amended to "Mining & Energy Union (Queensland District)".	The MEU requested this change.
		Spelling grammar and clause cross referencing.	Spelling Grammar and Clause references in the Current Agreement have been updated.
		Amendments to change references from "he or she" to "they", "him or her" to "them" and from "spouse" to "partner."	Amended to reference diverse and inclusive based terminology.
		Capitalising terms - Employee Assistance Program or Functional Work Areas.	To reflect correct title or that it is a defined term.
		The current date updated for:	Reflect changes to the name of the legislation.

		<ul style="list-style-type: none"> the Coal Mining Safety & Health Regulation to 2017 the Black Coal Mining Industry Award to 2020 	
		Change references to “FWA” to “the FWC”.	Reflects the name change to “the FWC”.
		Removed all references to an Employee’s IDPR.	Consistent with the removal of the current IDPR clause.
	Schedule 1	Clarification of the definition of adult and non-adult apprentices/trainees.	To improve clarity on the different conditions that apply to adults and non-adults.

Other changes to the Proposed Agreement (including Schedules)

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
N/A	Title	<p>The following changes have been made to the Proposed Agreement:</p> <ul style="list-style-type: none"> The title of the Proposed Agreement has been updated from “<i>BMA Enterprise Agreement 2018</i>” to “<i>BMA Enterprise Agreement 2022</i>” 	Updating only.
N/A	Contents	<p>The table of contents in the Proposed Agreement has been updated to reflect the:</p> <ul style="list-style-type: none"> Removal of the “Individual Development & Performance Review (IDPR)” section. Removal of the Gregory Mine, Norwich Park Mine and Crinum Mine schedules (specifically, Schedules 3, 5 and 6). Addition of a new Schedule 9 - Career Structure. 	Updating only.
1	Application	<p>A note is included in this clause to clarify that removal of the three mines from coverage does not change any accommodation entitlements for certain employees.</p>	<p>The removal of the three mines does not affect</p> <ul style="list-style-type: none"> any existing agreed arrangements that Employees transferred from Gregory/Crinum had entered into when moving to one of the 4 mines covered by the Proposed Agreement the reference in the Blackwater Accommodation Agreement to the Emerald Accommodation Agreement.
		References to the previous agreement being replaced has been updated from 2012 to 2018.	This reflects the EA being replaced is the 2018 EA

Other changes to the Proposed Agreement (including Schedules)

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
		The Fair Work Act 2009 (Cth) is defined as “the Act”.	Definitional reference inserted.
		A new clause for preservation of the National Employment Standards (“NES”) has been added to this clause.	The new clause requires the Proposed Agreement to be read in conjunction with and subject to the National Employment Standards (“NES”). Where there is an inconsistency between the Proposed Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply instead of the Proposed Agreement provision.
3	3.4.Contract of Employment	Clause 3.4 has been updated to refer to NES requirements on offers for casual conversion.	The NES now provides for steps to convert from casual to full time or part time employment.
	3.7 Suspension	<ul style="list-style-type: none"> Sub clause (a) clarifies the circumstances where an employee can be suspended for conduct that may lead to disciplinary action. Sub clause (c) introduces new requirements in implementing paid suspension. New clause 3.7(d) provides that at the conclusion of the investigation, an employee is to be notified of the outcome of the investigation and (if relevant) the date on which the suspension ends. 	<ul style="list-style-type: none"> This clause clarifies the types of alleged conduct which may lead to disciplinary action and where the Company may suspend an Employee without loss of pay while it investigates and decides on possible disciplinary action. They are: <ul style="list-style-type: none"> serious misconduct, or any conduct which is being investigated and which the Company believes may create an unacceptable and ongoing risk to any coal mine worker or property if the Employee is not suspended. In such cases, the Company: <ul style="list-style-type: none"> must notify the Employee of the reasons for any suspension and advise whether the suspension is likely to be longer than 28 days. must provide an update on the progress of the investigation if the Employee has requested it AND they if they have been suspended for longer than 28 days and no update has been provided. This clause also notes the Company provides EAP and Ethics Support Service.

Other changes to the Proposed Agreement (including Schedules)

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
4	Employee Duties	New Clause 4.1 amended to clarify that Employees will perform such tasks as reasonably required by the Company without any demarcation of duties while complying with all legal and statutory obligations.	It does not limit existing obligations in clause 4.1 to perform tasks as reasonably required by the Company.
		Amended clause 4.1 to provide that Employees accept that they will undertake training as determined by the Company to suit its business needs and that there will be no demarcation of work.	Moved from clause 5.1(c) and 6.1 in the Current Agreement. It does not limit existing obligations in clause 4.1 to perform tasks as reasonably required by the Company.
		Clause 4.5 clarified the payment for attending interviews on non-rostered days. This includes during investigation of safety or conduct matters.	Existing clause clarified for grammar only.
5	Training	Existing Clause 5.1 is removed.	The old clause 5.1(c) has been moved to clause 4. The other clauses have been replaced by the new clause 8 (Career Development and Progression).
		The new clause 5.1 (applications to attend the SSHR and Electrical Safety conferences) moved from clause 5.2.	New numbering only.
6	Flexibility of Operations	<ul style="list-style-type: none"> Title of Clause 6.1 renamed to "Other duties". Clauses 6.1(a) and (b) are removed. Renumbered clause 6.1(c) amended to include "and/or" when referring to an Employee being required to cover a position not covered by the Proposed Agreement. 	<ul style="list-style-type: none"> Clause 6.1(a) moved to clause 4. Clause 6.1(b) now covered in clause 8 and Schedule 9. Positions not covered by the Current Agreement could include Supervisor positions, project positions, BOS positions or other non-agreement positions.
	6.2 Individual Flexibility Agreement	<ul style="list-style-type: none"> Amended to comply with the Fair Work Act's Model Term. Amended reference to arrangements relating to Employees undertaking OCE training. 	<ul style="list-style-type: none"> Model term makes admin changes only. An IFA can continue to be made for working arrangements for Employees to undertake OCE training.
7	Contractors	The Proposed Agreement provides that free and unfettered access and use of contractors is now limited only where clauses 31 and 32 apply to a surplus.	This clause clarifies that the Company's free and unfettered access and use of contractors is only limited where clauses 31 and 32 apply to a surplus.

Other changes to the Proposed Agreement (including Schedules)

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
8.1	Career Development and Progression	The current Clause 8.1 is replaced.	New provisions are included regarding determining career paths and training/career development to both meet business needs and ensure Employees have the skills for performing the tasks required for the role they are assigned from time to time. The process allows active participation by Employees in discussing their career path, and yearly check-ins on their career development. This new process also replaces IDPRs.
		Clause 8.1(a) provides that the Company will determine the career paths and skills mix appropriate to its business needs.	This is similar to the current clause 5.1(b), but now adds an additional focus on career paths.
		Specifically, clause 8.1 provides that the Company is committed to ensuring that all Employees have equitable access to training and development opportunities to meet its business needs and in order to enhance job security, job satisfaction, workplace flexibility and increased productivity	This is similar to the current clause 8.1, and focusses on business needs and career paths within those business needs.
		Clause 8.1(c) provides that the Company will make information available to all Employees about the career paths under the Proposed Agreement which includes skills, competencies and requirements for the career path and training requirements within a career path.	<ul style="list-style-type: none"> The Company will make available to Employees information about the career paths and the skills mix required and appropriate to its business needs. We will begin to roll this out early in 2023.

Other changes to the Proposed Agreement (including Schedules)

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
		<p>Clauses 8.1(d), (e) and (g) set out the process for career pathing.</p>	<p>The process under this clause is:</p> <p>Under clause 8.1(d):</p> <ul style="list-style-type: none"> • Once the career paths above are rolled out, every Employee will have a career conversation under this clause to identify their preferred career path. This will occur once every three years. • After the career conversation, discussing options for their career path, the supervisor (or superintendent) will determine the Employee's career path and training plan. • In doing do the supervisor/superintendent will take into consideration both the business needs and the individual's attributes such as job performance, aptitude, capability, attendance, and employment record. • Subject to clause 42, it will also include length of service. <p>Under clause 8.1(e):</p> <ul style="list-style-type: none"> • The supervisor will record the career path in SuccessFactors or other relevant system for recording performance and development. This system will be available to Employees. • If the Employee does not get their preferred career path, the supervisor will provide the Employee with the relevant feedback to assist them in pursuing future opportunities at their next review. <p>Under clause 8.1(g), once the career path is determined and recorded, the Employee:</p> <ul style="list-style-type: none"> • can review their career path every three years; and • can discuss their development aspirations and progression in their career path with their Supervisor on a yearly basis. • If the Employee is still pursuing a career path in another department, the Employee will advise their Supervisor and will also need to raise that career aspiration with the Superintendent of the other department or their delegate.

Other changes to the Proposed Agreement (including Schedules)

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
		Clauses 8.1(f), 8.1(h) to 8.1(k) deal with training processes and tools for providing training opportunities,	<ul style="list-style-type: none"> • Under clause 8.1(f), the Company will seek to provide training opportunities for Employees in their determined career path. This is subject to three conditions: <ul style="list-style-type: none"> ○ the needs of the business; ○ seeking to ensure that Employees are adequately trained for the role they currently hold from time to time, with opportunity to maintain safety certification and licensing in their role; ○ the individual's attributes such as job performance, aptitude, capability, attendance and employment record • Under clause 8.1(h) the Company's training programs will utilise: <ul style="list-style-type: none"> ○ the endorsed components of the industry training package; and ○ other training programs provided by content experts that may be relevant and appropriate. <p>Under clause 8.1(i) the Company will explore other learning and development tools that are available which enhance training opportunities for Employees within their career path.</p> <ul style="list-style-type: none"> • Under clause 8.1(j), where the Company identifies skill shortages in its business have or are likely to occur, it will <ul style="list-style-type: none"> ○ have a transparent process for fast-tracking training opportunities for competencies in those skills; and ○ training opportunities arise under the skills shortages, inform employees and if requested their Employee Representatives under clause 38 of the identified shortages and the process to address them.

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Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
			<ul style="list-style-type: none"> • Under clause 8,1(k) the company will provide preference to Employees covered by the Agreement ahead of labour hire or contractors for any training in a new competency in their career path that arise in the company's business over any labour hire or contractor employee. • This does not apply: <ul style="list-style-type: none"> ○ In cases of operational requirements; or ○ To the rights of labour hire providers and other contractors to determine training opportunities within their businesses.
8.2	Career Progression and Recruitment	The current Clause 8.2 is replaced.	<ul style="list-style-type: none"> • The new clause is based on the requirements of the new schedule 9 Career Structure. • There are now only four appointed positions in level 4: <ul style="list-style-type: none"> ○ Dragline Operator; ○ SHE/ EXD Operator (which covers shovels and large excavators ie 600t or over) or Loader operator in the Coal Mining Departments; ○ Shotfirer; and ○ Tradesperson. • If there is a vacancy in any of those 4 positions: <ul style="list-style-type: none"> ○ The Company must invite expressions of interest from Employees at the Mine who have acquired the majority of the necessary skills for the relevant vacancy; ○ The Company can also advertise for the above roles internally and externally at the same time; ○ where there are multiple candidates assessed by the Company as being suitable for that role, they will be shortlisted by the Company; ○ If necessary, for example if there are more applicants than vacancies, the short list will be interviewed by an interview panel. • There will be interview panels established for all vacancies in the 4 positions. Clause 8.2(d) sets out who will be included on the pan how they will be selected and provides that the purpose of this is to facilitate quick

Other changes to the Proposed Agreement (including Schedules)

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			<p>selection decisions on all vacancies in the most expedient timeframe possible.</p> <ul style="list-style-type: none"> The Panel conducting the interviews will recommend the preferred candidate, who may be either an internal or external candidate, on the basis of best person for the job. But the departmental manager or their nominated representative will be responsible for making the final decision about filling any vacancy in those 4 positions, who may be either an internal or external candidate. No Employee will be required to undergo any psychometric or aptitude testing. The Company will still offer unsuccessful candidates with relevant feedback to assist them in pursuing future opportunities for that role. The clause includes the rights of Employees who are successful in their application for a vacancy in the 4 positions and are required to relocate from one township to another township. An Employee who has been forcibly retrenched will be guaranteed an interview, if they apply for a future vacancy in those 4 positions at any Mine. This clause does not apply to the training and appointment of apprentices, trainees (including in development programs), and recent graduates of such programs and workers who are employed pursuant to these programs (howsoever described). Subject to Schedule 1, the Company will have free and unfettered discretion in relation to that training and appointment.
8.3	Preference for Employees to return to previous jobs	<ul style="list-style-type: none"> This clause amends the period for the first right to return to the relevant previous jobs. It also removes amends the reference to the relevant interview clauses in the new clause 8.2. 	<ul style="list-style-type: none"> Clause 8.3(a) now limits the period to 2 from 3 years for Employees who have been displaced under this clause. Where there is a greater number of returning Employees than positions, the new clauses 8.2(d) to (f) will be used to determine the Employees to return to the old equipment or roster. The interview process is now based on the Employees' performance, aptitude, capability attributes, attendance, employment record, and, subject to clause 42, length of service with the Company.

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9	Salaries	Annualised salaries will be paid in accordance with Schedule 9 the relevant Schedules for the Mine in which they work.	Schedule 9 refers to the relevant percentages and rosters in the relevant Schedules for the Mine in which they work.
		This clause now refers to 4% increase on commencement and first and second anniversary of the Proposed Agreement, instead of a 2% increase.	These increases are included in the rates in Schedules 2-8.
11.5	Introduction of new rosters and changes to roster arrangements	Amendment to clause 11.5(f).	<ul style="list-style-type: none"> To refer to the amended interview process in clause 8.2(d) to (f).
11.9	Training on an RDO	Amendments to the wording of payment options in clause 11.9(b) when an Employee attends training on an RDO.	<ul style="list-style-type: none"> An Employee is paid overtime or if agreed, a day in lieu at Salary. New clause 11.9(c) clarifies that payments for the training on an RDO clause will have no effect on bonuses.
13	Overtime	Amended reference to overtime rates to allow for the new Schedule 9.	Amendment to refer to Schedule 9 for hourly rates which are based on percentages of the rates in the relevant Mine Schedule. Rates do not change for existing Employees.
15	Consultation on major workplace change	<p>The Proposed Agreement now refers to the model consultation term that has applied since 2018.</p> <p>A new clause 15.3 adds provisions for consultation where the model consultation term applies to a definite decision to introduce autonomous mining equipment.</p>	<p>Following notification of a relevant decision on autonomous mining equipment to the relevant Employees, the Company will convene one or more meetings with the relevant Employees and their nominated representatives to discuss the introduction of the autonomous mining equipment.</p> <p>The meeting agenda will include, but not be limited to, the following matters:</p> <ul style="list-style-type: none"> The number of production and engineering roles covered by this Agreement that will likely be directly impacted by the introduction of the autonomous equipment; Details of any new skills and any corresponding training requirements; The potential number of any new roles created to support its introduction;

Other changes to the Proposed Agreement (including Schedules)

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			<ul style="list-style-type: none"> The projected training timeframes for any available roles (if applicable); Any EOI process for any available roles created or new skills and the corresponding training requirements for any available roles; Any EOI process for volunteers to move to other areas of the Mine or to other Mines; The process for selecting relevant Employees for any forced redeployment to areas of the Mine or to other Mines; Details of any voluntary redundancies; and The potential number of redundancies (if any) in both production and engineering roles covered by this Agreement. Following the meeting(s), the matters listed above will be provided to the relevant Employees in writing.
18	Superannuation	A 4% increase to the fixed superannuation contributions on commencement and on the first and second anniversaries.	<ul style="list-style-type: none"> 4% increase to the fixed superannuation contributions on commencement and on the first and second anniversaries for full time Employees other than part time Employees, Apprentices and Trainees The same increases to the rates for part time Employees are determined by clause 3. Rates for Apprentices and Trainees are set out in Schedule 1 based on the new rates in this clause.
		Removal of the reference to the Coal and Oil Shale Mine Workers Superannuation Act 1989 (Qld).	Removed as the legislation has been repealed.
21	Public Holidays	Included reference to any additional public holidays gazetted by the Queensland State Government or otherwise declared under the Holidays Act 1983 (Qld) in the event that other public holidays are declared.	Amended for clarity only.
27	Community Service leave	New clause 27.7 to include leave to deal with family and domestic violence.	An Employee is entitled to paid leave in each 12 month period, in accordance with Company policy as amended from time to time or the NES whichever is the higher, to deal with family and domestic violence.

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			<p>An Employee may apply for unpaid leave in accordance with Company policy as amended from time to time if the Employee is experiencing family and domestic violence, and needs to do something to deal with the impact and it is impractical for the Employee to do that thing outside their rostered hours of work.</p> <p>This leave does count as service and does not break the Employee's continuity of service.</p>
30	Termination of Employment	A new clause 30.5 provides that the Company can offer Voluntary Early Retirement (VER) packages.	<ul style="list-style-type: none"> • The new clause 30.5 confirms that the Company can offer VER packages at any time. • The details of VER Packages will be subject to any Company policy as amended from time to time. • Any Employee who leaves through a VER will be replaced with a new Employee within the same Mine/Stream.
		Inclusion of a new clause 30.6 relating to the one for one replacement of existing Employees who leave through natural attrition or termination, other than by redundancy.	<ul style="list-style-type: none"> • This clause sets out the basis on which during the life of this Agreement, the Company will replace Employees under this Agreement. • The commitment does apply where an existing Employee takes a VER under clause 30.5, or if the termination is from natural attrition, which is: <ul style="list-style-type: none"> ○ a retirement; ○ a resignation; ○ employee death; ○ a termination for incapacity or for cause. • The commitment does not apply to require the Company to replace: <ol style="list-style-type: none"> 1. Casual Employees 2. Temporary Employees 3. Fixed term or fixed task Employees 4. Trainees 5. Apprentices

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			<p>6. Other employees under Community and other Development Programs under Schedule 1.</p> <p>7. Any Employee termination due to any redundancy under clause 32</p> <ul style="list-style-type: none"> • A replacement Employee under this clause does not need to be in the same roster or level of the previous Employee but will be placed in the same Mine and within the same stream as the previous Employee. • The parties acknowledge that the Company will require time to recruit replacement Employees and will not unreasonably delay the recruitment of replacement Employees. • The Company will use the career progression and recruitment provisions of clause 8.2, where applicable.
		<p>Inclusion of a new clause 30.7 relating to minimum resourcing.</p>	<ul style="list-style-type: none"> • Clause 30.7 introduces a new minimum resourcing clause for the nominal term of the Agreement in clause 2. • It applies where a surplus under clause 32 reduces Employee resourcing. • Clause 30.7(a) sets out the minimum resourcing applicable for this clause across all Mines at the commencement which is 2130. It can only be reduced for the reasons in clause 30.7(c)(3) to (5) • Clause 30.7(b) sets out the minimum resourcing applicable for this clause across each individual Mine at the commencement and a Minimum Level of resourcing for that Mine. • Clause 30.7(c) provides that where any Surplus reduces resourcing the Company will replace any voluntary or forced redundant Employees with a replacement Employee under this Agreement so that: <ul style="list-style-type: none"> ○ the total resourcing level across all Mines is not reduced; ○ the Minimum Level of resourcing at individual Mine is not reduced. • The minimum resourcing in clause 30.5 does not apply in cases of: <ul style="list-style-type: none"> ○ care and maintenance; ○ change in ownership; ○ technological change except to the extent that additional roles are required as a consequence of the change and Employees have

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			<p>the appropriate skills and competencies or could be reasonably trained to perform the work.</p> <ul style="list-style-type: none"> • The Company will not unreasonably delay the recruitment of replacement Employees. • As an example of technological change, if 8 truck drivers are surplus and 8 Mineworker positions with AH field officer skills are created and 6 Employees have the appropriate skills and competencies, or could be reasonably trained to perform the work, and 2 take redundancies, the Company is required to replace the 2 redundant (voluntary or forced) Employees with a replacement Employee under this Agreement.
31	Security of Employment	Inclusion of a new clause 31.5 which provides when there will be no forced redundancies of Employees in specific circumstances.	<ul style="list-style-type: none"> • There will be no forced redundancies of Employees as a result of any increased or new deployment made during the life of this Agreement of Operations Services (or any other related entity of the Company) at the Mines. • There will be no forced redundancies of Employees until labour hire or contractor employees are removed to address the surplus, except: <ul style="list-style-type: none"> ○ Where the work performed by those labour hire or contractor employees is considered to be specialist work (as defined in clause 47); ○ There are contractual commitments that prevent the removal of the labour hire or contractor employees; ○ Where the labour hire employees are providing coverage for leave or other absences or training coverage. However an Employee can be offered to be redeployed to the work of labour hire employees who were providing coverage for leave or other absences or training coverage. In such case, the Employee will be advised that the replacement is temporary and be given the option to take the redeployment on those conditions or to seek a voluntary redundancy;

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			<ul style="list-style-type: none"> ○ Employees are not readily able to perform the work of the labour hire or contractor employees.
		Inclusion of a new clause 31.6 which provides for an ability to accelerate a dispute if the Company decides there is a Surplus.	In the event there is a dispute about whether a Surplus of Employees has arisen, or a dispute about the Company's compliance with clause 32, the matter can be referred immediately to the FWC under clause 37.18.
32	32.1 Redundancy	Amended clause 32.1 to apply where there is a Surplus of coal mine workers at a Mine in a Functional Work Area within a Department where Employees are working and that Surplus may result in redundancies of Employees, and cannot be addressed through natural attrition.	<ul style="list-style-type: none"> • The Company will consult with Employees where the Surplus (as defined in clause 47) may result in redundancies of Employees, and cannot be addressed through natural attrition. This includes consultation about ways and means to minimise the number and effect of redundancies on Employees. In consultation the Company will disclose to employees (and employee representatives) the nature of the surplus including: <ul style="list-style-type: none"> ○ The Functional Work Area where the Surplus exists; and ○ The number of surplus workers in each Functional Work Area.
	32.2	Amended clause 32.2 to amend the order in which a Surplus will be addressed.	<p>Specifically the new order:</p> <ul style="list-style-type: none"> • Firstly, all labour hire employees in the impacted department(s) or impacted Functional Work Area(s) will be removed to meet the Surplus, except where the work performed by the labour hire employees is considered to be specialist work or the labour hire employee(s) are providing coverage for leave, other absences or training. • Secondly, if necessary to further reduce the Surplus, by: <ul style="list-style-type: none"> ○ reducing labour hire employees in other department(s) or Functional Work Area(s); and ○ redeploying the affected Employees to available tasks at the Mine where the affected Employees are trained and competent, or could be reasonably trained, to perform the work.

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			<ul style="list-style-type: none"> ○ At this second stage, where an Employee is redeployed to the work of labour hire employees who were providing coverage for leave or other absences or training coverage, the Employee will be advised that the replacement is temporary and be given the option to seek a voluntary redundancy. • Thirdly, if necessary to further reduce the Surplus an employee can elect between: <ul style="list-style-type: none"> ○ a voluntary redundancy; or ○ voluntary transfer to another task available at another Mine where the Employee has the appropriate skills and competencies or could be reasonably trained to perform the work. • Fourthly, if necessary to further reduce the Surplus an Employee can elect between: <ul style="list-style-type: none"> ○ a voluntary redundancy; or ○ forced transfer to another task available at another Mine where the Employee has the appropriate skills and competencies or could be reasonably trained to perform the work. • Finally, if a Surplus of Employees remains, through forced redundancies in accordance with clause 32.3
	32.9	The rate for calculation of redundancy pay is increased.	The rate is increased from \$1742 to \$2000 per week.
33	Work clothing	Insert a new provision regarding replacement of expired arc flash clothing.	A new provision to replace arc flash clothing at no cost where the use by date has expired.
36	IDPRs	This clause is removed completely.	Clause 8 now deals with individual development discussions and reviews. Performance reviews occur as required and does not require any EA provision.
37	Dispute Settlement Procedure	<ul style="list-style-type: none"> • Inserted a new clause 37.16 which provides for the accelerated process introduced where disputes arise in relation to clauses 8.1(f) and (k). 	<ul style="list-style-type: none"> • If the dispute is notified in writing to the relevant superintendent no later than 14 days after a relevant employee or Employee Representative becomes aware of the issue:

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		<ul style="list-style-type: none"> Amendment to clause 37.18 to provide for the accelerated process introduced where disputes arise in relation to clause 31.6 (Surplus). 	<ul style="list-style-type: none"> the status quo at the time the dispute is notified shall apply for 28 days from the date the dispute is notified; the supervisor step of the dispute resolution procedure may also be bypassed; if the relevant superintendent has already been involved in the issue giving rise to the dispute, the superintendent step of the dispute resolution may be bypassed and the dispute raised directly to the department manager; and The reference to 14 day timeframes is reduced to 7 calendar days.
41	Functional Work Areas	<ul style="list-style-type: none"> Amended the Functional Work Areas and removed underground FWAs. Inserted a new provision that notes, for the avoidance of doubt that while the existing clause remains that the Company may add or vary FWAs, changes not be made with the intent of creating a Surplus. 	<ul style="list-style-type: none"> Amended the existing Functional Work Areas to include: <ul style="list-style-type: none"> Draglines, Drill & Blast, Pre-strip, Post-strip instead of Production Pre-strip; Coal mining, Pumps & Earthworks, & Mine Services) instead of Production Mining (inclusive of DRE, drill & blast, Truck/ shovel, Pumps & Earthworks, & others); Included (CHPP) next to Production Processing; and Field, Mobile, fixed infrastructure, and Processing maintenance instead of Maintenance (inclusive of Field, Mobile and Processing maintenance) Inserted a provision that notes, for the avoidance of doubt that changes to Functional Work Areas will not be for the intent is creating a Surplus.
45	First Aid Services and Medicals	Increased overtime payment for an Employee who participates in a statutory health assessment on a rostered day off where it cannot be scheduled during rostered working hours.	The overtime payment is increased from 1 hour to two hours 30 minutes for an Employee who participates in a statutory health assessment on a rostered day off where it cannot be scheduled during rostered working hours.
47		Definition of serious misconduct inserted.	To have the same meaning as the Fair Work Act.
		New definition of Specialist work inserted.	To mean work that requires additional skills that is not performed or equipment required in the ordinary course of mining operations at the Mine. Specialist work shall generally, but not always, be temporary in nature and/or related to a specific task or equipment.

Other changes to the Proposed Agreement (including Schedules)

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
		New definition of Surplus inserted.	To mean when the number of coal mine workers under clause 32 exceeds the number required as determined by the Company.
		<ul style="list-style-type: none"> Clarification of service for FDV Leave. Amendment to continuous service recognition for leave without pay under clause 28. 	<ul style="list-style-type: none"> Instances of paid and unpaid family and domestic violence leave do not break continuity of service and will count as service. For leave without pay under clause 28 does not break employment but does not count as service.
SCHEDULE 1 – APPRENTICES AND TRAINEES			
1	Application	<ul style="list-style-type: none"> The reference to the Agreement not covering Apprentices or Trainees employed by other providers is removed. The new replacement of existing Employees clause (clause 30.6) is carved out from applying to Apprentices and Trainees. The Company's commitment to engaging youth Apprentices and Trainees under clauses 1.4 and 1.5 will now also be subject to diversity and inclusion targets. Reference to transitional arrangements are removed 	<ul style="list-style-type: none"> The clause is not necessary as they are not Employees. This reflects clause 30.6. The Company will endeavour to meet its diversity and inclusion targets from within the local communities in which the Company operates. Under the new clause, the Company will commit to continuing to use direct hire of Apprentices/Trainees except in special circumstances.
2	Contracts	<ul style="list-style-type: none"> The reference to 12 and 24 months contracts is removed. The reasons the Company may cancel a Trainee/ Apprentice training contract has been expanded. 	<ul style="list-style-type: none"> Contract length is determined by the engagement in the Further Education and Training Act 2014 (Qld) Expanded to include any reason permitted by the Further Education and Training Act 2014 (Qld).
4	Mentors	Amended to include an additional responsibility for mentors.	Mentors will participate as a member of any panels to conduct interviews of suitable candidates as identified by the Company for positions. Panels may be established in accordance with clause 8.2(d) of this Agreement. The Panel conducting the interviews will recommend the preferred candidate/s to the departmental manager or their nominated representative who will be responsible for making the final decision.

Other changes to the Proposed Agreement (including Schedules)

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
5	Rotation of apprentices	Limited the provision which first year Apprentices and Trainees may be required by the Company to perform work at any of the Mines.	First year Apprentices and Trainees may only be required by the Company to perform work at any of the Mines to meet their training commitments.
8	Superannuation	Increased the % of the contribution for 1 st year non-adult Apprentices and 1 st 4 month non-adult Trainees.	Increased the % of the contribution from 45% to 50%.
13	Community Development Training Program	<ul style="list-style-type: none"> The title has been amended to read “Community and Other Development Programs”. Moved clause 13.3 in the Current Agreement to a new clause 13.3(1). Inserted a new provisions for local youth. Included new clause 13.2 regarding other development training programs subject to the employee completing necessary requirements, finalising all necessary competencies and completing a final performance review. New clause 13.4 	<ul style="list-style-type: none"> To cover introduction of new development programs the Company will use in future Amended drafting in the new clause 13.3 covers payment terms in all training programs, including completion bonus. This clause also confirms the carve out of EA clauses in Schedule 1, clause 1.3. A new definition of Local youth includes any person under 21 who resides within 100km of a Mine. An applicant may be required to provide proof of residence. Also the Company will liaise with high schools and TAFEs in the local area as defined above to make potential applicants aware of the opportunities. The Company may offer fixed-term or specific task development programs up to 6 months or longer with agreement, including but not limited to the following: <ul style="list-style-type: none"> mining department short term programs; new to industry programs; gender-specific programs; indigenous-specific programs; and future facing roles programs Clarification that clause 30.6 replacements does not apply to Employees on training programs in this clause.
14	School-based apprentices	Removal of reference to paid parental leave and a new clause that all other provisions of this Schedule that apply to Non-Adult Apprentices also apply to school-based apprentices	School based apprentices will have access to NES parental leave.

Other changes to the Proposed Agreement (including Schedules)

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
15	Classification & rates of pay	New wages provisions	Amended to meet the requirements of the new schedule 9 Career structure.
		Amendments to clause 15.2 which now will only apply to Apprentices and Trainees employed at the Commencement of the Proposed Agreement.	<ul style="list-style-type: none"> • Increased the % of contribution for 1st year non-adult apprentices and 1st 4 month non-adult trainees from 45% to 50%. • Removed references to “per week.” to remove ambiguity and maintain current practice and intent
		New clause 15.3 to refer to wage rates for Apprentices and Trainees employed after the commencement of operation of the Proposed Agreement.	<ul style="list-style-type: none"> • Includes new % of base salary rates for: <ul style="list-style-type: none"> ○ Apprentices at level 4 in the maintenance stream; ○ Trainees at the appropriate level in the maintenance and production streams based on the substantive role they are training for. • For example, Tyre Fitter Trainees’ base salary rates will be based on Level 2 Maintenance Stream.

SCHEDULE 2 - Blackwater Mine

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
2.3	Flood Procedure	Amended flood procedure.	Amended to provide for explicit reference to situations to be closely monitored in accordance with the Mine's TARP as amended from time to time.
7	Tool Allowance	Increased tool allowance.	Increased to: <ul style="list-style-type: none"> • \$769 in the first year of the Proposed Agreement; • \$802 in the second year of the Proposed Agreement; and • \$837 in the third year of the Proposed Agreement.
8/9	Production Trainees	<ul style="list-style-type: none"> • Amended title of the clause. • Increased minimum number of youth production trainees. • Introduction of two production trainees to be engaged per year for a twelve month term. • Clarifying the purpose of these trainee programs. • Amended the payment provisions. • Clarified termination at the conclusion of the traineeship. 	<ul style="list-style-type: none"> • Amended to Production Trainees and combining current clauses 8 and 9. • Increasing the minimum number of youth production trainees engaged from three to four per year. • The Company will employ two production trainees (who do not need to be youths) for a twelve month term. • They are no longer limited to being employed relevant to the Christmas period. • Payments for trainees in this clause will be in accordance with clause 15 of Schedule 1. • Clarified that employment will be terminated at the conclusion of the traineeship (not the six months).
10	Gym Memberships	Inclusion of a new clause providing for subsidised gym memberships.	The Company will subsidise gym membership fees for Employees employed at the Mine, their partner and immediate dependants who attend the gym in Blackwater.
11	Fire Brigade Training	Inclusion of a new provision about fire brigade training. The provision sets out the conditions on which Employees may undertake training on rostered days.	<ul style="list-style-type: none"> • Employees who are members of local fire brigades or rural fire services should undertake training on non-rostered days. • Where Employees are required to attend compulsory training as confirmed by the Fire Captain on days that they are rostered to work: <ul style="list-style-type: none"> ○ the Fire Captain will provide evidence why the training cannot be performed by the Employees in non-rostered time;

			<ul style="list-style-type: none"> ○ the Employee will be able to access paid Community Service Leave for the time otherwise worked, for the time necessary for the compulsory training and necessary travel time to a maximum of 5 days per annum, or if the training is less than a day, 5 times per annum. This is not cumulative; ○ the Employee must provide the Company written notice at least 28 days prior to the times and date/s which they are required to attend the training and apply for leave to attend the training. <ul style="list-style-type: none"> • Absence to attend compulsory training will only be approved where the operations of the crew will not, in the Company's opinion, be affected by the granting of leave at that time. • An Employee, who attends compulsory fire service training during the hours which would have normally been worked, will be paid the difference between the Base Salary which would have been if they would have worked for the period of training and the amount paid to the Employee by the fire service. • If requested the Employee must provide the necessary evidence to the Company. • The Company expects that Employees who are members of local fire brigades or rural fire services who have relevant training will be ready, willing and able on request to assist in responding to events on the Mine or in the local community within the limits of their skills and training.
12	Salaries	Amendments to base salaries, overtime and base hourly rates.	The Base Salaries, hourly and overtime rates for Level 4 Employees for relevant rosters are set out for the term of the proposed Agreement. All rates incorporate the increases in clause 9 of the Proposed Agreement. The base hourly rates are indicative only and have no practical effect.
SCHEDULE 3 Blank			
Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
All	Blank	Removed the schedule relating to Crinum Mine.	In accordance with clause 1 of the proposed Agreement, all references to Crinum Mine have been removed from the proposed Agreement.

SCHEDULE 4 Goonyella Riverside Mine

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
10	Flood procedure	Amended flood procedure.	Amended to provide for explicit reference to situations to be closely monitored in accordance with the Mine's TARP as amended from time to time.
12	Assistance following business changes	Increase in the payment for Employees affected by a business change that results in a reduction of earnings.	Increase in the payment to \$620 instead of \$550.
11	Salaries	Amendments to base salaries, overtime and base hourly rates.	The Base Salaries, hourly and overtime rates for Level 4 Employees for relevant rosters are set out for the term of the proposed Agreement. All rates incorporate the increases in clause 9 of the proposed Agreement. The base hourly rates are indicative only and have no practical effect.

SCHEDULE 5 Blank

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
All	Blank	Removed the schedule relating to Gregory Mine.	In accordance with clause 1 of the proposed Agreement, all references to Gregory Mine have been removed from the proposed Agreement.

SCHEDULE 6 Blank

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
All	Blank	Removed the schedule relating to Norwich Park Mine.	In accordance with clause 1 of the proposed Agreement, all references to Norwich Park Mine have been removed from the proposed Agreement.

SCHEDULE 7 Peak Downs Mine

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
4	No Minimum Manning	Amended to refer to clause 30.7 of the proposed Agreement	Includes reference to clause 30.7 of the proposed Agreement, which provides for minimum resourcing for Peak Downs Mine in specific circumstances for the nominal term of the proposed Agreement.
10	Fire Brigade training	Inclusion of a new provision about fire brigade training. The provision sets out the conditions on which Employees may undertake training on rostered days.	<ul style="list-style-type: none"> • Employees who are members of local fire brigades or rural fire services should undertake training on non-rostered days. • Where Employees are required to attend compulsory training as confirmed by the Fire Captain on days that they are rostered to work: <ul style="list-style-type: none"> ○ the Fire Captain will provide evidence why the training cannot be performed by the Employees in non-rostered time; ○ the Employee will be able to access paid Community Service Leave for the time otherwise worked, for the time necessary for the compulsory training and necessary travel time to a maximum of 5 days per annum, or if the training is less than a day, 5 times per annum. This is not cumulative; ○ the Employee must provide the Company written notice at least 28 days prior to the times and date/s which they are required to attend the training and apply for leave to attend the training. • Absence to attend compulsory training will only be approved where the operations of the crew will not, in the Company's opinion, be affected by the granting of leave at that time. • An Employee, who attends compulsory fire service training during the hours which would have normally been worked, will be paid the difference between the Base Salary which would have been if they would have worked for the period of training and the amount paid to the Employee by the fire service. • If requested the Employee must provide the necessary evidence to the Company. • The Company expects that Employees who are members of local fire brigades or rural fire services who have relevant training will be ready,

			willing and able on request to assist in responding to events on the Mine or in the local community within the limits of their skills and training.
11	Salaries	Amendments to base salaries, overtime and base hourly rates.	The Base Salaries, hourly and overtime rates for Level 4 Employees for relevant rosters are set out for the term of the agreement. All rates incorporate the increases in clause 9 of the Proposed Agreement. The base hourly rates are indicative only and have no practical effect.

SCHEDULE 8 Saraji Mine

Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
2	Starting places	Amended designated starting and finishing places for some crews at commencement of the proposed Agreement.	<ul style="list-style-type: none"> For Production Mining – at the Bottom Bathhouse instead of the Production Mining offices; For Production Prestrip – at the Production Prestrip offices <u>or</u> the Service Bay Any other location in accordance with clause 12 of the Proposed Agreement includes wash up and changes facilities as an example.
3	Rosters and Hours of work	Included an additional roster option under the proposed Agreement.	Includes a new roster for 7DR DN 12.75 hour shifts (day/night). Upon the commencement of the proposed Agreement, this roster has not been formally implemented at Saraji Mine. Should it be implemented, it has been included in the Saraji Mine Schedule.
4	Shift swaps and changes	Replacing supervisor with superintendent in clause 4.2.	Requests to be considered for a permanent transfer to another shift should be discussed with the Employee's Superintendent.
		Inclusion of a new clause 4.3 in relation to roster changes.	An employee may seek a transfer to another roster pattern within their Stream (i.e. Production or Maintenance) and discuss the reasons for seeking the change with their superintendent. The superintendent will consider the request. At their discretion, the superintendent may seek to find a suitable roster change, taking into account individual skills and skills of the shifts and work performance, which may also include whether there is an ability to 'swap' another worker.

5	Tools	Amended for replacement of tools that are lost or damaged on a like for like basis.	Tools that are lost or damaged are now to be replaced, subject to the approval of the department Superintendent/Manager, on a "like for like basis." Part of the approval process may include asking the Employee to provide some evidence of the type, make, quality of tool that was lost or damaged or other proof of purchase/ownership.
		Inclusion of a new clause 5.4 that at the completion of their first year of apprenticeship, first year electrical Apprentices can request a multi meter/megger.	At the completion of their first year of apprenticeship, first year electrical Apprentices will, upon request, be provided with a multi meter / megger (rated CAT IV) suited to test insulation resistance and with voltmeter, ammeter, and ohmmeter functionality.
17	Annual Leave	Inclusion of the Service Bay work area in this clause for the Company to maintain existing local arrangements for annual leave practices.	Inclusion of the Service Bay work area for the Company to maintain existing local arrangements for annual leave practices.
18	Statutory Health assessment	Inclusion of a new clause 18 for Employees at Saraji Mine who participate in a statutory health assessment on a rostered day off.	Inclusion of a new clause 18 which provides that in addition to clause 45.2 of the Proposed Agreement, Employees at Saraji Mine who participate in a statutory health assessment on a rostered day off will be paid an extra payment equivalent to one hour overtime.
19	Step-up Supervisors	Inclusion of a new clause 19 for Employees who hold the required mine site and legislative authorisations and competencies and are required to step up into a supervisor's role for a full shift	Employees who hold the required Mine site and legislative authorisations and competencies and are required to step up into a supervisor's role for a full shift will be paid an extra payment \$150 per shift when they are required to step up into a supervisor's role. Employees who wish to be considered for step-up supervisor opportunities may make that known to their supervisor.
20	Dragline Training Opportunities Program	Inclusion of a new clause 20 in relation to Dragline Training Opportunities.	<ul style="list-style-type: none"> • The Company may offer a Dragline Training Opportunities Program. • The Training Program will provide training over a reasonable period to make employees job ready. The process for the training opportunities is: <ul style="list-style-type: none"> ○ The Company will invite expressions of interests from Employees; ○ The superintendent will determine the shortlist of candidates; ○ The selection process will involve targeted interviews and such skill tests as the superintendent determines; ○ An interview panel will include an Employee who is knowledgeable about the role with targeted selection training and elected by Employees in the Dragline Functional Work Area; ○ The Superintendent will be responsible for making the final decision; and

			<ul style="list-style-type: none"> ○ Upon completion of the training, the Employee will return to their substantive role and Functional Work Area unless otherwise directed.
21	Salaries	Amendments to base salaries, overtime and base hourly rates.	The Base Salaries, hourly and overtime rates for Level 4 Employees on the relevant rosters are set out for the term of the agreement. All rates incorporate the increases in clause 9 of the proposed Agreement. The base hourly rates are indicative only and have no practical effect.
SCHEDULE 9 Career Structure			
Clause	Title	Change to the Current Agreement? (excluding clause references)	Effect of the change
2	Career Structure	<ul style="list-style-type: none"> • Inserts a new Career Structure and how salaries and rates are to be determined for each level. • For existing Employees employed on the day immediately prior to the commencement of the proposed Agreement, nothing changes. They are employed at level 4 to perform any work the Company directs. Regardless of whether an existing Employee changes roster, stream or site, they will remain on level 4. • Existing Employees includes Apprentices and Trainees employed on the day immediately prior to the commencement of the proposed Agreement. These Apprentices and Trainees' salary rates are based on level 4 rate. If these Apprentices and Trainees are offered and accept an ongoing role under the proposed Agreement upon completion of their training, they will be appointed as level 4 Employees. • For new Employees employed on or after the date on which the proposed Agreement commences: <ul style="list-style-type: none"> ○ there are two streams (Production and Maintenance) with 4 different levels of Mineworker in each stream; ○ the Schedule sets out how the salary, hourly (notional) and overtime rates are calculated according to the Employee's Mine Site. ○ New Apprentices and Trainees will have their salary rates based on the relevant level in accordance with Schedule 1. If these new Apprentices and Trainees are offered and accept an ongoing role under the proposed 	<p>A new Schedule 9 inserts provisions for:</p> <ul style="list-style-type: none"> • the Company to determine the skills mix required for its operations and the number of Employees to be at each of the levels set out in the career structure; • the Company to determine an Employee's level based on the tasks/role that the Employee is appointed by the Company to perform, and the skills and qualifications the Employee is required by the Company to hold and use in that task/role in the Career Structure or the period of service with the business; • Employees appointed or progress to levels as set out in the table at clause 2 of Schedule 9. • the career structure, base salary, base hourly and overtime rates for mineworker levels in the production and maintenance streams; • Level 4 covers the following positions: <ul style="list-style-type: none"> ○ Dragline Operator; ○ Shovel/ EXD Operator (600t or over) or Loader operator in Coal Mining; ○ Shotfirer; and ○ Tradesperson. ○ To be clear it also covers existing Employees at Blackwater on Excavators • Labour hire and contractor workers moving from their previous employer straight into the Company's EA workforce:

		Agreement upon completion of their training, they will be appointed to the relevant level of that ongoing role.	<ul style="list-style-type: none"> ○ Previously trained, competent and authorised in any level 1 or 2 skills and with at least 36 months' BMA site experience at the Mine, will commence at Level 2 and move to level 3 after 24 months, unless otherwise appointed to level 3 (or above) sooner. ○ Previously trained, competent and authorised in level 1 skills only and less than 36 months' BMA site experience at the Mine will commence at level 1 and move to level 2 after 24 months at the Mine unless otherwise appointed to level 2 (or above) sooner. ○ Previously trained, competent and authorised in level 2 skills and less than 36 months' BMA site experience at the Mine will commence at level 2 and move to level 3 after 24 months at the Mine unless otherwise appointed to level 3 (or above) sooner.
3	Higher responsibilities allowance	Provision for a higher responsibilities allowance.	Includes a higher responsibilities allowance of \$5,200 per year (\$100 per week) for employees who are appointed Trainer/Assessors. The Trainer/Assessors must train and assess any Employees and any coal mine worker directed by the Company. The allowance will be payable during periods of leave that count as Continuous Service in accordance with clause 47.