

Proposed BMA Enterprise Agreement 2022

Explanation of terms of the proposed Agreement



This document is intended to assist you in understanding the terms and conditions of your employment that will be contained in the proposed *BMA Enterprise Agreement 2022 (Proposed Agreement)*.

The table below explains the terms of the Proposed Agreement. Please note that references have been made to the clause numbers throughout the Proposed Agreement (as compared to the Current Agreement) to ensure accurate cross referencing.

Clause	Title	Explanation of term
N/A	Title	The clause sets out the title of the Proposed Agreement.
N/A	Contents	This section contains the table of contents for the Proposed Agreement.
1	Application	<p>This clause:</p> <ul style="list-style-type: none"> • Outlines who the Proposed Agreement will cover and how it will apply; • It covers <ul style="list-style-type: none"> ○ Employees of the Company who perform work covered by Schedule A of the Black Coal Mining Award 2020 including step-up supervisors ○ At Saraji, Goonyella, Peak Downs and Blackwater mines. • It allows each union to elect to be covered; • It specifies it will not diminish or extend coverage of Employees of BHP Coal who were previously covered by the BMA Enterprise Agreement 2018; • The Proposed Agreement: <ul style="list-style-type: none"> ○ will form the complete agreement covering all terms and conditions of employment that apply to Employees; ○ is a comprehensive and full settlement of all Union/Employee enterprise bargaining claims for the duration of the Proposed Agreement; and overrides and replaces in its entirety the BCMI Award and all other awards or industrial instruments that may have otherwise applied;

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		<ul style="list-style-type: none"> ○ overrides any existing custom and practice (whether written or unwritten) which may have prevailed at a Mine or Mines prior to the making of the Proposed Agreement; ○ operates to include compensation for and expressly exclude all award conditions under any applicable award; ○ will prevail over any inconsistency between it and the Schedules appended to it, unless otherwise provided in the Agreement.
2	Operation of the Agreement	This clause states the term of the Proposed Agreement will be in place for 3 years and will commence 7 days after it is approved by the Fair Work Commission.
3	Contract of Employment	<p>The Company can use full-time, part-time, casual and temporary Employees. Each term is defined and sets out the circumstances and conditions applying when the company engages the Employee.</p> <p>Part-time employees are entitled to the benefits (including Base Salary) contained in the Proposed Agreement on a pro-rata basis; and</p> <p>Casual Employees receive payment at the appropriate hourly rate (calculated on the applicable Base Salary in the relevant Schedule) plus a casual premium of 25% in lieu of entitlements under the Proposed Agreement to annual leave, paid personal/ carer's leave, community service leave, paid parental leave, public holidays not worked, notice of termination of employment, redundancy and accommodation;</p> <p>Temporary employees will:</p> <ul style="list-style-type: none"> • work a regular and consistent pattern of work hours; • be paid Bonus and receive an allocation of work clothes subject to the qualifications in clause 33.3; • not be entitled to accommodation entitlements under the Proposed Agreement or any of the Accommodation Agreements outlined in clause 34.2. <p>For the avoidance of doubt, employees of a labour hire or other contracting company are not temporary Employees.</p> <p>The Proposed Agreement sets out the circumstances and conditions applying when the company can:</p> <ul style="list-style-type: none"> • suspend an employee during an investigation; and • stand down an employee
4	Employee Duties	<p>This clause outlines the requirements and conditions for</p> <ul style="list-style-type: none"> • an employee to perform their duties and tasks including any operational, mining, maintenance or technical tasks as reasonably required by the Company without any demarcation while complying with all legal and statutory obligations. • which Employees will undertake training • When an Employee will work at other locations • how the Employee may access transport when their normal means are not available

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		<ul style="list-style-type: none"> • an Employee to work in accordance with their roster and work in accordance with directions from the Company to be entitled to Payment unless taking authorised leave. • participating in interviews. One example is during a safety investigation.
5	Training	<p>This clause deals with the terms and conditions for</p> <ul style="list-style-type: none"> • attending the SSHR and Electrical Safety conferences • attending training • travel for the purpose of attending a training course • training/payment for the renewal of statutory licences
6	Flexibility of Operations	<p>Prescribes the conditions on which Employees may be required to cover any other position at the Mine within their skills, competence and training.</p> <p>This clause also outlines the process and requirements for how you and the Company can enter into an individual flexibility agreement (IFA) to vary the effect of EA. You will not be forced to make an IFA with the Company. IFAs can relate to:</p> <ul style="list-style-type: none"> • cashing out annual leave; • external study assistance; • parental leave arrangements; • flexible arrangements that facilitate workforce diversity; • 'job sharing arrangements; • taking annual leave over longer periods; or • OCE training.
7	Contractors	<p>This clause allows the Company free and unfettered access to contractors. There is only one exception – when the Company is dealing with a Surplus under clauses 31 and 32.</p>
8	Career Development and Progression	<p>The new Clause 8.1 deals with career development and progression. It provides</p> <ul style="list-style-type: none"> ▪ That the Company will determine the career paths and skills mix appropriate to its business needs, and make information available to all Employees about those career paths, and training requirements to attain the necessary competencies, skills and requirements within each career path • the procedure for employees to discuss their career path, and how it is determined, and how employees can have career conversations for training based on both their performance, aptitude, capability attributes and employment record and, subject to clause 42, length of service with the Company and the needs of the business.

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		<ul style="list-style-type: none"> ▪ The commitment 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, ▪ How the Company will seek to provide training opportunities for Employees in their determined career path subject to: <ul style="list-style-type: none"> • the needs of the business; • seeking to ensure that Employees are adequately trained for their role and have an opportunity to maintain any skills required for the purposes of safety, certification and licensing in their current role; and • the Employee's performance, aptitude, capability attributes (including capability to deploy skills to required levels or complete the training) attendance, employment record, and, subject to clause 42, length of service with the Company. ▪ Components of the Company's training programmes and development tools that are available which enhance training opportunities for Employees within their career path. ▪ the process for fast-tracking training opportunities for competencies where the Company identifies that shortages have occurred or are likely to occur. ▪ The process for the Employee to have their career path reviewed with their Supervisor. <p>The Company will provide preference to Employees covered by the Agreement for any development opportunities (i.e. training in a new competency in their career path) that arise in its business over any labour hire or contractor employee, subject only to operational requirements, such as where there is an identified immediate need for a particular skill. Further this clause does not affect the rights of labour hire providers and other contractors to determine training opportunities at the Mines within their businesses.</p> <ul style="list-style-type: none"> • Clause 8.2 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; ○ Shovel/ EXD Operator (600t or over) or Loader operator in Coal Mining; ○ 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;

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		<ul style="list-style-type: none"> ○ 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 panel how they will be selected and provides that the purpose of this is to facilitate quick selection decisions on all vacancies in the most expedient timeframe possible. • 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. <p>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.</p>
9	Salaries	<p>You will be paid an annualised base salary (Salary) in accordance with the relevant Schedule under the Proposed Agreement. This clause defines base salary and what is included and excluded.</p> <p>This clause sets out the salary increases (4%) to be applied over the term of the Proposed Agreement. These increases are included in the relevant schedules</p>
10	Payment of Salaries	<p>Salary will continue to be paid by EFT. The frequency of payment in operation at the commencement of the Proposed Agreement is weekly.</p> <p>Upon termination of employment, where required, this clause states the amounts the Employee authorises the Company to deduct from the wages due to the Employee or withhold sums upon termination</p> <p>Upon termination of employment, the Employee assumes responsibility for any outstanding payments or amounts owed under any novated lease arrangements</p>
11	Hours of Work and Rosters	<p>This clause sets out the ordinary hours of work (an average of 35 hours per week averaged over a roster cycle) and rostering arrangements.</p> <p>It provides the processes for</p>

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		<ul style="list-style-type: none"> • determining the shift length, provided the Company may trial and implement different shift lengths in accordance with the Continuous Improvement provision (clause 14). • Setting the starting and finishing times of the ordinary working hours of any shifts. • a hot seat changeover /effective shift changeover. Employees will not be required to work a shift, including a hot seat changeover / effective shift changeover, of greater than 12 hours 45 minutes. • The Company to vary the number and spread of ordinary shifts • the Company to require an Employee or Employees to change shift. The affected Employee or Employees will be given as much notice as reasonably possible. • Changing an Employee's place on a roster including notice and/or payment. • temporary rosters. • For arranging Rosters that include rostered day off arrangements. This does not apply to rosters incorporating rostered and non-rostered days. • Roster relief <p>The Company may introduce new rosters to meet the needs of the business and in so doing, will follow the process in clause 11.5 for changes in roster arrangements which affect existing Employees.</p>
12	Starting and finishing Places	<p>There will be designated starting and finishing places which will be agreed between the Company and the majority of Affected Employees. "Affected Employees" is defined.</p> <p>The Schedules detail the actual starting and finishing places for each Mine. However, this will not prevent the Company altering starting and finishing places where the travel distance to the new location is of a reasonably similar length to that normally travelled by the Employee from home to the Employee's normal starting and finishing place, provided that equivalent and necessary amenities (in accordance with the CMSHR) are available.</p>
13	Overtime	<p>Subject to the NES, the Company may require an Employee to work reasonable additional hours in addition to their rostered hours and be paid the applicable overtime rates. This clause sets out</p> <ul style="list-style-type: none"> • the process for arranging and paying overtime • the rest period after working overtime • the arrangements for Meal breaks during non-rostered overtime. Where the overtime worked is not continuous with an Employee's rostered hours, the Employee is entitled to a meal break of 30 minutes without deduction from pay after each five hours
14	Continuous Improvement	<p>Where the Company proposes a change to work practices and/or arrangements other than a major change under clause 15, the affected Employees and, if they request, their Employee Representatives will be notified of the proposal, in writing, by the</p>

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		<p>Company, which will include the business reasons supporting the proposals, as well as the necessary duration for gaining the required evidence for evaluating the success of the trial if one is required</p> <p>A genuine attempt will be made by all parties to reach an agreement.</p> <p>If the majority of affected Employees agree, the proposal will be implemented.</p> <p>If the majority of affected Employees do not agree, this clause set a process if the Company elects to proceed.</p>
15	Consultation on major workplace change	<p>This clause is the Fair Work Act model consultation term and outlines the consultation requirements and obligations that apply if the Company:</p> <ul style="list-style-type: none"> • has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on Employees; or • proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable <p>It also specifies the steps where the major change is for autonomous mining equipment.</p> <p>However, this consultation clause does not apply to any major workplace changes implemented under this Agreement for which other consultation obligations are prescribed in this Agreement. In all circumstances, only a single consultation process will apply.</p>
16	Shift work – up to eight ordinary hour shifts	<p>This clause sets out the requirements around shift work for shifts up to eight hours including the definitions, shift work rates and arrangements for the change of shift for permanent day shift employees.</p>
17	Bonus	<p>The Bonus for each Employee is \$15,000 per annum paid weekly for a full time employee other than Trainees and Apprentices in Schedule 1. Clause 3.3 provides the basis for bonus for part time employees.</p> <p>Employees absent from work without approval or on leave without pay under clause 28; or where in the table at clause 47.2, their absence does not count as “service” will not receive Bonus payments in respect of such absences from work of one week or longer.</p> <p>Bonus will be payable on accruals of annual leave, personal/carer’s leave and long service leave that are paid out on termination of employment. Bonus is not reduced due to cash-out of annual leave or personal/carer’s leave in accordance with this Agreement.</p> <p>The parties may agree to implementation of an alternative genuinely at-risk bonus scheme to replace the bonus provided for in this clause.</p>
18	Superannuation	<p>This clause sets out the fixed rate of superannuation contribution the Company for full time employees other than Trainees and Apprentices in Schedule 1. Rates for apprentices and trainees are set out in Schedule 1. Clause 3.3 provides the basis for bonus for part time employees. Contributions are paid to the stapled fund, the Employee’s choice of fund or if neither, Mine Super.</p> <p>It increases each year of the term of the Proposed Agreement.</p> <p>Employees will continue to be entitled to superannuation contributions throughout periods of “continuous service” as described in clause 47.2. The Company is not required to make superannuation contributions during periods of unpaid leave under clause 28 or other absences as outlined in the table at clause 47.2.</p>

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19	Accident Pay	<p>This clause sets out Accident Pay entitlements of Employees in receipt of weekly Workcover payments, and the conditions and processes that apply to those payments. Accident pay is defined.</p> <p>The cap of 78 weeks has not changed.</p>
20	Breaks	<p>This clause sets out the requirements for how breaks are determined by the Company and taken under the Proposed Agreement.</p> <p>When a crib break is to be taken</p> <ul style="list-style-type: none"> ○ An Employee will be required to commence a crib break at a place and time as determined by the Company up to five hours after commencing work. ○ However no Employee on 10 hour shifts or longer will be required to work more than five hours without a break for crib. <p>The Company will provide :</p> <ul style="list-style-type: none"> • suitable facilities in accordance with the relevant legislation in locations reasonably adjacent to work areas of Employees; and • provide suitable transport for Employees to minimise transport time to and from crib facilities not able to be so placed.
21	Public Holidays	<p>This clause sets out the prescribed public holidays under this agreement. The Company and the majority of Employees affected may agree to observe a holiday on a day other than the day prescribed. . If this occurs, the day agreed is the recognised holiday and the actual holiday becomes an ordinary working day.</p> <p>All Employees (except 5DR Monday to Friday Employees) may be rostered on to work public holidays. Rostered public holidays are included in base salary.</p> <p>No employee shall be required to work on Christmas and Boxing Day. However,</p> <ul style="list-style-type: none"> • ERT may be required to start work six hours before the start of night shift on Boxing Day to allow for the immediate resumption of night shift work. • Note: The MACA allows for volunteer work on those days <p>If you are required to work on a non-rostered public holiday, you will be paid at overtime rates as outlined in clause 13.</p>
22	Annual Leave	<p>This clause sets out your annual leave entitlements and accruals. You are entitled to:</p> <ul style="list-style-type: none"> • annual leave at the rate of 5 week's per year (175 ordinary hours); or • annual leave at the rate of 6 week's per year (210 ordinary hours) for those employees working a 7 day roster or whose roster requires ordinary shifts on public holidays and no less than 272 ordinary hours per year on Sundays. <p>For leave of less than one week, you must give at least 48 hours' notice. For more than one week, generally at least 28 days' notice is required.</p> <p>This clause sets out the procedures for</p> <ul style="list-style-type: none"> • quotas and applying and taking annual leave

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		<ul style="list-style-type: none"> • annual or other shut downs • payment • annual leave in advance (including in shutdown situations). <p>If you have completed active military service, you may take Anzac Day off work in addition to your annual leave entitlement.</p>
23	Personal / Carer's Leave	<p>The clause sets out the definition, entitlement, crediting/accrual (105 hours per year), deduction and payment arrangements for employees (other than casuals), for paid personal/carer's leave.</p> <p>If you exhaust your entitlement to personal / carer's leave, you may be entitled to unpaid personal / carer's leave in accordance with the National Employment Standards or at BHP's discretion.</p> <p>The Proposed Agreement provides the conditions for</p> <ul style="list-style-type: none"> • payout or salary sacrifice of personal / carer's leave accruals during employment; • Payment on termination (other than for wilful misconduct); • Payment on termination during a period of paid personal/carers leave.
24	Compassionate Leave	<p>This clause provides compassionate leave in accordance with the Fair Work Act. Casual employees are entitled to unpaid leave. It defines the circumstances in which compassionate leave will be granted, including notice and proof of illness requirements.</p>
25	Parental Leave	<p>The provisions of the Fair Work Act apply as a minimum.</p> <p>Additional payments in accordance with the Company Policy as amended from time to time will apply.</p> <p>The Company may request you to provide a statutory declaration if you wish to take parental leave as the primary carer.</p>
26	Long Service Leave	<p>Leave entitlements are in accordance with the Federal legislation. LSL may be taken at any time provided</p> <ul style="list-style-type: none"> • LSL may only be taken in continuous blocks of at least 14 days; and • Employees give reasonable notice and the operations of the Mine in the Company's opinion will not be affected.
27	Community Service leave and other leave types	<p>Employees are entitled to Community Service Leave in accordance with the Act for:</p> <ul style="list-style-type: none"> • Jury service; or • Local Government Councillors; or • Armed Services Reserve; or • Voluntary work performed for an organisation dealing with an emergency management or natural disaster, such as the State Emergency Services; or • Unpaid and paid family and domestic violence leave.

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		This clause sets out the conditions for applying for, approving, taking and payment for community service leave covered by the Proposed Agreement.
28	Leave without Pay	At its discretion, the Company at its discretion, may grant leave without pay. This clause sets out the process for applying.
29	Salary Packaging	This clause sets out salary packaging arrangements. Salary sacrifice arrangements are subject to a cost neutral requirement for the Company, and applicable taxation and superannuation laws.
30	Termination of Employment	<p>This clause sets out the notice you must give the Company or forfeit payment instead.</p> <p>It also sets out the notice the company must give you, or the amounts it must pay in lieu of notice or part thereof. This clause does not affect the right of the Company to dismiss an Employee without notice for serious misconduct and in such cases the Employee will be paid up to the time of dismissal only.</p> <p>Where a termination occurs due to redundancy for genuine operational reasons in accordance with clause 32, the Employee is entitled to a minimum of four weeks' notice of termination. Payment in lieu of this notice can only be made if agreement is reached with the Employee.</p> <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. • 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. • 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 the appropriate skills and competencies or could be reasonably trained to perform the work. • The Company will not unreasonably delay the recruitment of replacement Employees. <p>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.</p>
31	Security of Employment	<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:

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		<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; • Employees are not readily able to perform the work of the labour hire or contractor employees. • 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	Redundancy	<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. <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. ○ 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.

Clause	Title	Explanation of term
		<ul style="list-style-type: none"> • 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. • The rate is increased from \$1742 to \$2000 per week.
33	Work clothing	<p>This clause sets out the work clothing allocation on commencement of employment and where applicable, on each annual anniversary of commencement of employment.</p> <p>The different can also be replaced on a fair wear and tear basis.</p> <p>The Company will replace any work clothing or tools that are damaged, destroyed or lost, or where arc flash clothing is issued to the Employee and has expired, in the course of work.</p>
34	Accommodation and Commute Arrangements	<p>This clause sets out the Key principles for this clause</p> <p>The objective of these principles is to increase the pool of available housing for Employees and their families</p> <p>This clause provides access for an Employee to either</p> <ul style="list-style-type: none"> ○ Accommodation under clause 34.2 ○ Commute arrangements under clause 34.3 <p>Subject to 34.3(b)(2) and availability of accommodation, all Employees will have the option to choose whether to access commute or residential options. This is a choice to be exercised by individual Employees. Where commute arrangements operate, Commute arrangements can be provided independent of roster, based on operational need.</p> <p>The Agreement incorporates the following Accommodation Agreements for :</p> <ul style="list-style-type: none"> • Moranbah Accommodation Agreement • Dysart Accommodation Agreement • Emerald Accommodation Agreement (to the extent it is relevant to the Blackwater Agreement) • Blackwater Accommodation Agreement. <p>Employees will be entitled to accommodation in accordance with the relevant Accommodation Agreement and the provisions of this clause and the availability of the accommodation as determined by the Company.</p> <p>The Accommodation Agreement/s:-</p> <ul style="list-style-type: none"> • may be amended from time to time in accordance with the EA and consistent with the principles set out in the EA; • can be amended separately to the Proposed Agreement in accordance with clause 34.4; and

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		<ul style="list-style-type: none"> any amendments from time to time take effect separately to this Enterprise Agreement and in their own right as contemplated by the Accommodation Agreements. <p>Any issues arising in relation to the application of the Accommodation Agreements to an individual may be processed through the disputes settlement procedure contained in the Proposed Agreement.</p>
35	Approved Advanced Training	The Company will support Employees who undertake approved advanced training or studies, in accordance with the Study Assistance Policy as amended from time to time.
36	Left Blank	Left blank
37	Dispute Settlement Procedure	<p>Any disputes arising in relation to the NES, pertaining to the Proposed Agreement, in relation to the application of the Accommodation Agreements to an individual(as referred to above), or arising in the course of employment shall be dealt with in accordance with this clause.</p> <p>However this procedure does not apply in relation to the exercise of rights or implementation of processes or systems provided for under the Proposed Agreement (for example, the right of the Company to have free and unfettered access to contractors) or under other relevant prevailing legislation.</p> <p>The objective of this clause is for issues in relation to the employment of Employees covered by the Proposed Agreement should be ideally addressed at their source by those involved and without undue involvement of those not directly involved.</p> <p>This clause sets out the steps that will apply under the clause and the effect of the outcome of a dispute at any specified level. This clause includes new step arrangements for training disputes under clause 8.1(f) or 8.1(k).</p> <p>Any decision of FWC may be appealed in accordance with the law.</p> <p>An Employee may nominate an Employee Representative (as defined in clause 38.1) to represent them at any stage of this procedure. The role of HR representatives in dispute steps is dealt with in this clause.</p> <p>During any conciliation or arbitration proceedings before FWC under this clause, either party may choose to be represented by a legal practitioner.</p> <p>At all times work will continue without disruption and at the direction of the Company, subject to the relevant provisions of the <i>Coal Mining Safety and Health Act 1999</i> (Qld).</p>
38	Employee Representatives	<p>“Employee Representative” is an EA Employee of the Company who is employed at the same Mine as the Employee being represented.</p> <p>This clause sets out the conditions, process and procedures for written notification to the HR Manager at their relevant Mine. And once notified:</p> <ul style="list-style-type: none"> the roles/obligations of Employee Representatives, notifying and using a nominated Employee Representatives; release of Employee Representatives;

Clause	Title	Explanation of term
		<ul style="list-style-type: none"> • the circumstances in which Employee Representative may change from time to time; • unpaid leave for Employee Representatives; • attendance at FWC proceedings <p>Except for specified circumstances, an Employee is only entitled to one Employee Representative at any particular point in time. The role of Employee Representative will not detract from an Employee's primary responsibility which is to do the job they are employed to do at the Mine.</p>
39	SSHRs and Electrical Safety Representatives	<p>SSHRs will be paid on a "no loss of earnings" basis for their attendance at conferences nominated by the Company where the Company requires the attendance by the SSHR as part of their role under the <i>Coal Mining Safety and Health Act 1999</i> (Qld). In the event that an SSHR is not an electrical tradesperson, the electrical tradespeople employed at each Mine will annually elect one permanent electrical tradesperson who will be designated the "Electrical Safety Representative".</p> <p>The rights of each Electrical Safety Representative where required, are set out in this clause.</p>
40	Death & Disablement Payments	<p>The Company will pay an amount that will achieve a maximum cover of \$100,000 for death and disability, to an insurance fund nominated by the Company for Employees, other than casual and temporary Employees.</p>
41	Functional Work Areas	<p>The Company will continue to determine the skills required and the necessary number of skills in each functional work area. FWAs are set out in this clause. The Company may vary or add to the list of functional work areas from time to time but a change cannot be made with the intent of creating a surplus.</p>
42	Anti-discrimination	<p>The clause states that all parties are committed to ensuring that the principles of equal opportunity and fair treatment are adopted and applied in the workplace to prevent and eliminate discrimination on the basis of the attributes described in this clause.</p>
43	Assistance on Termination due to Ill Health	<p>Where an Employee (who does not qualify for a total and permanent disability payment) is terminated by the Company due to their inability on health grounds to perform their job (including where an Employee is denied a renewal of their statutory health assessment), they can claim the expenses that they have incurred for approved appropriate training.</p> <p>This reimbursement is limited to a maximum of \$10,000 and for a period of up to 12 months following the termination of their employment.</p>
44	Arrangements during Floods	<p>The Proposed Agreement states the arrangements that will apply to employees to make themselves available during floods when the road between the local township and the relevant Mine cannot be accessed, and the duties and payments for that period. Some site Schedules contain additional procedures which will apply during floods.</p> <p>If an Employee is unable to make themselves available, the Company can require the Employee to take annual leave or leave without pay.</p>

Clause	Title	Explanation of term
		If an Employee is at work at the Mine and unable to proceed to the local township due to flooding, they will be paid beyond the rostered shift at the overtime rate until they can proceed to the local township.
45	First Aid Services and Medicals	<p>The Company will continue to provide an on-site first aid service with 24 hour coverage at a similar or higher standard overall compared to the first aid service provided immediately prior to the commencement of the Proposed Agreement</p> <p>It also provides obligations and conditions for</p> <ul style="list-style-type: none"> ○ a statutory health assessment ○ access to Hepatitis A, Hepatitis B, Tetanus and Diphtheria vaccinations for relevant Employees identified by the Company. ○ access an annual flu shot at times and locations nominated by the Company.
46	Electrical Safety Observer	Where Employees are required have qualifications to assist electrical Employees, those Employees will be required to complete training in accordance with relevant legislation as a competent electrical assistant ("Electrical Safety Observer").
47	Definitions and Interpretation	This clause contains definitions of key terms used throughout the Proposed Agreement.
SCHEDULE 1		
1	Application	<ul style="list-style-type: none"> • This Schedule covers the terms and conditions of employment of apprentices and trainees directly engaged by the Company at the Mines in the EA. The Mine Schedules to the Proposed Agreement also cover and apply to apprentices and trainees. <ul style="list-style-type: none"> • However in the event of any inconsistency between this Schedule and a Mine Schedule, this Schedule prevails. • It outlines the Company's commitment to engaging the majority its of apprentices and trainees from within the local communities subject to specified conditions of availability, suitability and diversity. <ul style="list-style-type: none"> • It also clarifies the clauses of the main body of the EA which do not apply to apprentices and trainees.
2	Apprenticeship and traineeship contracts	<p>Apprentices will be engaged for up to four years, Trainees will be engaged for a period between in accordance with the FET Act. This clause sets out the circumstances in which training contracts may be cancelled (including access to EAP):</p>
3	Apprentice and trainee streams	Describes the various functions/work streams Apprentices and trainees may be engaged in.
4	Mentors	Employees can express interest in performing the role of a mentor (up to three for apprentices and up to three for trainees, at each mine) which will be selected by the Company to:

Clause	Title	Explanation of term
		<ul style="list-style-type: none"> • be a representative on interview panels for shortlisted applicants for Apprentices and Trainees. • act as a point of contact for apprentices and trainees; • provide coaching and guidance of a general nature; • assist with issues affecting ongoing development.
5	Rotation of apprentices	Sets out the conditions on which Apprentices and Trainees may be rotated by the Company to another functional work area, another BMA mine or a host employer. The Company will attempt to minimise the need to relocate, but will provide relocation and accommodation assistance where an apprentice or trainee is required to relocate to another township.
6	Training	<p>If an Apprentice or Trainee has to travel to attend a training course away from their normal place of work (including TAFE), the Company will:</p> <ul style="list-style-type: none"> • arrange accommodation (inclusive of meals); and • assist the Apprentice or Trainee with arranging transport to and from the training venue where the apprentice or Trainee is under 18 years of age. <p>Where an Apprentice or Trainee has to travel for the purpose of attending a training course, including TAFE, the Company will provide payment on a no loss of earnings basis. If training is conducted on a rostered shift, there shall be no loss of pay for that day even if the course is of a shorter duration and it is not reasonably practicable to return to duty.</p> <p>Apprentices and Trainees will not receive payment for travelling outside of normal roster hours on the day of the course. Hours spent actually training outside of normal work hours will attract payment at the rate prescribed in clause 15 of this Schedule.</p>
7	Host Employer / Secondment	If an apprentice or trainee is required to work with a host employer or secondment, the Company will pay for accommodation and meals. The Company will also assist with reasonable relocation costs for the relocation of work equipment and tools.
8	Superannuation	This clause sets out the superannuation contributions the Company will make to each apprentice and trainee. This is in lieu of any payments under clause 17.
9	Completion of contract	<p>To complete their training contract, apprentices and trainees must:</p> <ul style="list-style-type: none"> • complete all requirements of their training plan; • finalise all necessary competencies and training as directed; • complete a final performance review; and • comply with Division 6 of the FET Act. <p>The Company will assist apprentices in applying for and obtaining their trade licence.</p> <p>Apprentices and trainees will be paid out their accrued unused personal/carer's leave on termination when they complete their training contract.</p>

Clause	Title	Explanation of term
		Upon completion, the Company at its discretion may offer apprentices and trainees employment. This can be at any BMA mine or for a fixed term.
10	Bonus	This clause sets out the completion bonus and payment arrangements the Company will pay an apprentice or trainee for the specified completed stages. This is in lieu of any bonus payments under clause 17.
11	Provision of tools for apprentices	The Company will provide toolkits as determined by it to apprentices on commencement. This is in addition to any Government tool allowance. Any other tools provided by the Company remain company property. The Company will supply all equipment as determined by it as necessary for apprentices and trainees to complete their training plan. Tools will be replaced in accordance with clause 33.4.
12	Accommodation	The Company may at its discretion provide accommodation in accordance with the local accommodation agreement. Apprentices and trainees who are required to work shift work on presentation of a receipt can claim, on only one occasion: <ul style="list-style-type: none"> • 'Bedroom blackout' reimbursement; and • Reimbursement for the cost of one bedroom air-conditioner.
13	Community and other Development Program	The Company will offer <ul style="list-style-type: none"> • four-month fixed term development opportunities in the mining operations areas to youth in the local communities at least 3 times per year. An inclusive definition of local is included • other development programs including but not limited to the following (up to six months unless extended) <ul style="list-style-type: none"> ○ mining department short term programs; ○ new to industry programs; ○ gender-specific programs; ○ indigenous-specific programs; ○ future facing roles programs These Employees will be paid at the rate of a 1 st 4-month adult trainee under clause 15. For the avoidance of doubt, clause 30.6 does not apply to this clause.
14	School-based apprentices	This clause sets out the process and entitlements and obligations of a school-based apprentice. A school-based apprentice is a person undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

Clause	Title	Explanation of term
		The Base Salary set out at clause 15 of this Schedule for full-time Apprentices will also apply to school-based apprentices for total hours worked, including time deemed to be spent in off-the-job training. This Base Salary does not include the 20% loading paid to school-based apprentices in lieu of entitlements to annual leave, paid personal/ carer's leave, community service leave, paid parental leave, other leave, public holidays, notice of termination of employment, redundancy and accommodation under the Proposed Agreement.
15	Classification & rates of pay	Apprentices and trainees will be paid in accordance with this clause.
16	Definitions	This clause contains definitions of key terms used throughout this Schedule.
Mine Schedules		
Schedule 2	Blackwater Mine	This schedule sets out the local arrangements applying at the mine. It covers entitlements to: <ul style="list-style-type: none"> • Flood Procedure • Recognised Show Holiday • Mechanical Safety Representative • Hot Seat Change and Tolerance Time • Christmas Function • Tools • Production Trainees • Starting and finishing places • Gym membership • Fire Brigade Training • Salaries
Schedule 3	Left Blank	Left Blank
Schedule 4	Goonyella Riverside Mine	This schedule sets out the local arrangements applying at the mine. It covers entitlements to: <ul style="list-style-type: none"> • Starting and Finishing Places • Minesite Incentive • Work Breaks • Single Day Absences

Clause	Title	Explanation of term
		<ul style="list-style-type: none"> • Gym Membership • Work Clothing • Tools • Shift Changeover • Flood procedure • Salaries • Assistance following business change
Schedule 5	Left Blank	Left Blank
Schedule 6	Left Blank	Left Blank
Schedule 7	Peak Downs Mine	<p>This schedule sets out the local arrangements applying at the mine. It covers entitlements to:</p> <ul style="list-style-type: none"> • Starting and Finishing Places • Shift changeover • No Minimum Manning • Gym Membership • Tools • Flood Procedure • Relief Staff Roles • Non-work related injury or illness • Fire Brigade Training • Salaries
Schedule 8	Saraji Mine	<p>This schedule sets out the local arrangements applying at the mine. It covers entitlements to:</p> <ul style="list-style-type: none"> • Starting and Finishing Places • Rosters and Hours of Work • Shift Swaps and Changes • Tools • Gym Membership • Leading Hands

Clause	Title	Explanation of term
		<ul style="list-style-type: none"> • (Electrical and • Maintenance) • Dysart Fire Brigade Training • Flood Procedures • Work breaks • Shift changeover • Dayshift to Temporary 7DR Vacancy • Rehabilitation training • Mines rescue training • Voluntary redundancy • Bedroom blackout • Annual leave • Payment for Statutory Health Assessments • Step-Up Supervisors • Dragline Training Opportunities Program • Salaries
Schedule 9	Career Structure	<i>This clause sets out the career structure.</i>