



BMA Enterprise Agreement 2021

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1 Application

- 1.1 This enterprise agreement (“Agreement”) will cover and apply to:
- (a) BHP Coal Pty Ltd (“the Company”) with respect to the Employees employed at the following mines currently managed by BHP Billiton Mitsubishi Alliance (“BMA”):
 - (1) Goonyella Riverside Mine;
 - (2) Peak Downs Mine;
 - (3) Saraji Mine;
 - (4) Norwich Park Mine; and
 - (5) Blackwater Mine(each, a “Mine” and collectively, the “Mines”);
 - (b) The Employees employed by the Company who perform work covered by Schedule A of the *Black Coal Mining Industry Award 2010* (“BCMI Award”) and who are members or eligible to be members of any of the Unions and who are engaged at the Mines in the classifications prescribed by this Agreement (“the Employees”); and
 - (c) The Unions, provided each one becomes covered by this Agreement pursuant to section 183 of the *Fair Work Act 2009* (Cth).
- hereinafter described as “the Parties”.
- 1.2 For the purpose of this Agreement, “Unions” means:
- (a) Construction, Forestry, Maritime, Mining and Energy Union – Mining and Energy Division;
 - (b) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
 - (c) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
- 1.3 It is not intended that this Agreement will have the effect of:
- (a) diminishing coverage of Employees who were previously covered by the *BMA Enterprise Agreement 2018*; or
 - (b) extending coverage to employees who were not previously covered by the *BMA Enterprise Agreement 2018*.
- 1.4 For the avoidance of doubt, step-up supervisors are covered by this Agreement.
- 1.5 This Agreement (including any relevant Schedule) will form the complete agreement covering all terms and conditions of employment that apply to Employees.
- It overrides and replaces in its entirety:
- (a) The BCMI Award and all other awards or industrial instruments that may have otherwise applied, including the *BMA Enterprise Agreement 2018*; and
 - (b) Any existing custom and practice (whether written or unwritten) which may have prevailed at a Mine or Mines prior to the making of this Agreement.

- 1.6 Without limiting clause 1.5, this Agreement operates to include compensation for and expressly exclude all award conditions under any applicable award.
- 1.7 This Agreement is a comprehensive and full settlement of all Union/Employee enterprise bargaining claims for the duration of this Agreement.
- 1.8 Employees' terms and conditions are governed by this Agreement and the relevant Schedules. The Agreement will prevail over any inconsistency between it and the Schedules appended to it, unless otherwise provided in the Agreement.
- 1.9 This Agreement will be read and interpreted in conjunction with the National Employment Standards ("NES"). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply.

2 Operation of Agreement

This Agreement shall operate seven days from the date of approval by FWC and its nominal expiry date will be four years from the date of approval.

3 Contract of Employment

3.1 **Types of work arrangements**

The Company may utilise all or any of the following work arrangements:

- (a) Full-time;
- (b) Part-time;
- (c) Casual; or
- (d) Temporary.

3.2 **Full-time employment**

A full-time Employee is an Employee who has been engaged by the week to work 35 ordinary hours per week averaged over a roster cycle.

3.3 **Part-time employment**

- (a) An Employee may be engaged by the week to work on a part-time basis for a reasonably predictable number of hours which having regard to the various ways of arranging hours will average less than 35 ordinary hours per week.
- (b) Part-time Employees are entitled to the benefits (including Base Salary) contained in this Agreement on a pro-rata basis.
- (c) An Employee engaged on a part-time basis will be entitled to payments in respect of annual leave, public holidays which would otherwise be worked and personal/carer's leave on a proportionate basis.

3.4 **Casual employment**

- (a) A casual Employee will be engaged and paid by the hour for a minimum of one shift. A casual Employee is an Employee who has no guarantee of ongoing or continued work with the Company. Casual Employees will receive the minimum payment for a shift for which they have been engaged, as nominated by the Company.
- (b) Payment will be at the appropriate hourly rate (calculated from the applicable Base Salary in the relevant Schedule) plus a casual premium of 25%. The 25%

premium added to the rate is in lieu of entitlements under this 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. The 25% loading does not cover Company contributions for long service leave or for superannuation.

- (c) Casual Employees are entitled to other benefits as expressly provided under the NES.
- (d) Casual Employees will not be used to cover statutory positions.
- (e) **Offer for casual conversion:**
 - (1) The Company must make an offer in writing within the period of 21 days after the end of the 12 month period referred to in clause 3.4(e)(1)(A) to a casual Employee under this subsection if:
 - (A) the Employee has been employed on a regular and systematic basis for a period of 12 months beginning the day the employment started; and
 - (B) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time employee or a part-time employee (as the case may be).
 - (2) The offer to an Employee that has worked the equivalent of full-time hours during the period referred to in clause 3.4(e)(1)(B) must be an offer for the Employee to convert to full-time employment.
 - (3) The offer to an Employee that has worked less than the equivalent of full-time hours during the period referred to in clause 3.4(e)(1)(B) must be an offer for the Employee to convert to part-time employment that is consistent with the regular pattern of hours worked during that period.
 - (4) The Company is not required to make an offer under clause 3.4(e)(1) to a casual Employee if:
 - (A) the Employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
 - (B) the hours of work which the Employee is required to perform will be significantly reduced in that period;
 - (C) in that period there will be a significant change in either the days on which the Employee's hours of work are required to be performed or the times at which the Employee's hours of work are required to be performed which cannot be accommodated within the days or times the Employee is available to work during that period.
 - (5) The Company must give written notice to a casual employee within 21 days after the end of the 12 month period referred to in clause 3.4(e)(1)(A) if the Company decides not to make an offer to the employee or the Employee does not meet the requirement referred to in clause 3.4(e)(1)(B).
 - (6) The Employee must give the Company a written response to the offer within 21 days after the offer is given to the Employee, stating whether the Employee accepts or declines the offer. If the Employee fails to give the Company a written response the Employee is taken to have declined the offer.

- (7) If the Employee accepts the offer, within 21 days after the day the acceptance is given to the Company, the Company must give written notice to the Employee of the following:
 - (A) whether the Employee is converting to full-time employment or part-time employment;
 - (B) the Employee's hours of work after the conversion takes effect;
 - (C) the day of first full pay period that the Employee's conversion to full-time employment or part-time employment takes effect.
- (8) However, the Company must discuss with the employee the matters the employer intends to specify for the purposes of 3.4(e)(7)(A) to 3.4(e)(7)(C) before giving the notice.

3.5 **Temporary employment**

- (a) A temporary Employee is an Employee who is engaged on a temporary basis for a fixed term or specific task or in a supplementary capacity.
- (b) A temporary Employee will work a regular and consistent pattern of work hours as worked by full or part time Employees.
- (c) A temporary Employee will be employed in accordance with the terms of this Agreement and will be paid Bonus and receive an allocation of work clothes subject to the qualifications in clause 33.3.
- (d) A temporary Employee will not be entitled to accommodation entitlements under this Agreement or any of the Accommodation Agreements outlined in clause 34.2.
- (e) It is not the intention of the Company to engage a temporary Employee for longer than a 12 month period, under normal circumstances. Examples of where a longer engagement may be required include where a temporary Employee replaces another Employee on extended parental leave or where a temporary Employee is engaged to work on a fixed term project of greater than 12 months duration.
- (f) Where a temporary Employee subsequently gains permanent employment, the Employee's period of temporary service will be recognised for all purposes.
- (g) Subject to this clause, the Company will not employ a temporary Employee to perform work of an ongoing nature which could reasonably be considered as permanent work.
- (h) For the avoidance of doubt, employees of a labour hire or other contracting company are not temporary Employees for the purpose of this Agreement.

3.6 **Probationary period**

- (a) Employees' first six months of employment may be designated (at the Company's discretion) as a probationary period.
- (b) If an Employee terminates, or has their employment terminated by the Company during or at the end of the probationary period, the termination will be by one week's notice or payment in lieu of notice.
- (c) The probationary period does not apply to Employees who are transferring from other BMA operated mines or BHP Billiton related entities to a Mine covered by this Agreement.

- (d) During a probationary period, an Employee is not permitted by law to lodge an unfair dismissal claim, but is not restrained from making an unlawful dismissal claim.

3.7 **Paid suspension**

- (a) In circumstances where an Employee's conduct may lead to disciplinary action, the Company may at its discretion suspend the Employee without loss of pay while the Company investigates the matter.
- (b) The appropriate period of any suspension will be determined by the Company but such a decision will not limit the Company's right to terminate the Employee's employment if the circumstances warrant such termination of employment.
- (c) The Employee will be notified in writing by the Company of their suspension. The Company will update the Employee on the progress of the investigation on a regular basis.
- (d) Unless the Employee is on authorised leave, during any period of suspension the Employee must remain contactable and attend any meetings held during the Employee's rostered shift hours or at another agreed time, in accordance with clause 4.5. The Company will provide reasonable notice of any meetings the Employee is required to attend in accordance with clause 38.4.
- (e) Where a meeting under clause 3.7(d) is to be held at the Mine, the Company will arrange return transportation for the Employee between the relevant township and the Mine to attend the meeting.

3.8 **Stand Down**

- (a) The Company may stand down an Employee for:
 - (1) part or all of a shift in the following circumstances:
 - (A) Refusal of duty; or
 - (B) Neglect of duty; or
 - (C) Misconduct; or
 - (2) part or all of a shift or shifts if the Employee cannot be usefully employed in the Employee's usual classification because of industrial action.
- (b) In addition to the circumstances outlined above, where a disciplinary procedure provides for a suspension period as part of the range of penalties available, this sub-clause does not limit the Company's ability to stand down an Employee for the duration specified in the relevant disciplinary procedure.
- (c) The Company may stand down an Employee during any period in which the Employee cannot usefully be employed because of one of the following circumstances:
 - (1) a break down of machinery or equipment that has lasted for more than four consecutive working days, if the Company cannot reasonably be held responsible for the break down; or
 - (2) a stoppage of work for any cause that has lasted for more than fourteen consecutive working days for which the Company cannot reasonably be held responsible.
- (d) The Company will take all reasonable steps to minimise the need for standing down Employees under these circumstances, including where practical, carrying out training.
- (e) The Company is not required to pay an Employee whilst they are stood down.

- (f) Employees who have been stood down under the circumstances outlined in clause 3.8(c) may request to take outstanding leave entitlements. If the Employee does not request to take outstanding leave entitlements or does not have adequate accrued entitlements, they may be stood down without payment.
- (g) The continuous service of an Employee who is stood down under this clause is dealt with in accordance with clause 47.2.

4 Employee Duties

- 4.1 Employees will perform such tasks as reasonably required by the Company without any demarcation of duties while complying with all legal and statutory obligations. In this regard, Employees accept that the Company can require the performance of any operational, mining, maintenance or technical tasks that Employees are trained, competent and/or authorised to perform. The Company will not allocate tasks in a manner which promotes deskilling.
- 4.2 When an Employee is required to work away temporarily from the Employee's ordinary location all time reasonably spent outside rostered shifts in travelling between home and the temporary location will be paid at their Base Salary for time spent travelling. All rostered hours of work performed at the other location will be paid at the Employee's normal Base Salary rate and Bonus.
- 4.3 An Employee who works shift work or overtime and finishes work when the Employee's normal means of transport is unavailable shall be provided with transport to home or be paid one hour at their ordinary rate in lieu, at the Employee's request. An Employee who commences pre-shift overtime when the Employee's normal means of transport is unavailable shall, at the Employee's request, be provided with transport to work or paid for one hour at ordinary rates in lieu.
- 4.4 Employees are required to attend for work in accordance with their roster and work as directed. An Employee will only be entitled to be paid for time worked, unless taking authorised leave.
- 4.5 Employees may from time to time be required to participate in interviews, for example during investigation of safety or conduct matters. Interviews will be scheduled during an Employee's rostered shift, or at another agreed time. If the interview is scheduled by the Company outside of the Employee's rostered shift, the Employee will be paid the applicable overtime rate to attend or equivalent time off in lieu in accordance with clause 11.8(b). Employees are entitled to an Employee Representative at such interviews in accordance with the provisions of clause 38.

5 Training

5.1 Training

- (a) The Company will seek to ensure that Employees are adequately trained for their role and have sufficient opportunity to maintain and develop their skills for purposes of safety, certification and licensing retention.
- (b) The Company will determine a skills mix appropriate to its business needs for each Functional Work Area (as listed at clause 41).

The skills mix is a documented list of the number and nature of the skills required in each functional work area. The Company will publish the skills mix annually and on each occasion there is an alteration to the skills mix. This will be published on a common area noticeboard within each Functional Work Area.

- (c) Subject to this clause 5 and clause 11.9, all Employees will undertake training as determined by the Company to suit its business needs. Assessment will be against the relevant industry training packages. The Company will endeavour to establish and maintain training programmes to meet the training needs using the endorsed components of the industry training package that are:
 - (1) relevant for training and assessing the Mine's Employees' competencies; and
 - (2) appropriate to enable them to perform production and engineering tasks.

5.2 **Payment for Training**

- (a) If an Employee has to travel for the purpose of attending a training course required for their role away from their normal place of work, including Company-approved conferences such as SSHR or Electrical Safety conferences, the Company will provide:
 - (1) transport to and from the training venue;
 - (2) accommodation and meals if necessary;
 - (3) payment or TOIL in accordance with clause 11.9; and
 - (4) payment or TOIL for travel time in accordance with clause 11.9 if the Employee is required to travel on an RDO.

Applications to attend the SSHR and Electrical Safety conferences will be approved by the Company provided a minimum of 14 days notice is given and subject to business operational requirements.

- (b) Where the Company requests or offers an Employee to undertake training outside of that Employee's normal shift patterns, and the Employee agrees, such training will occur in accordance with clause 11.9.
- (c) 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.
- (d) The Employee will not receive payment for travelling outside of normal roster hours on the day of the course. Every effort will be made to hold the training course on site or in the closest township. If this is not possible, efforts will be made to minimise the time spent travelling to and from the training venue.
- (e) The Company shall provide the relevant training/payment for the renewal of statutory licences for all Employees required to utilise such licenses in the course of their normal employment with the Company.

6 **Flexibility of Operations**

6.1 **No demarcation**

- (a) There will be no demarcation of work. Any employee of the Company not covered by this Agreement may be required to perform production and engineering tasks covered by this Agreement where they are skilled, competent and trained and where required, authorised to do so.
- (b) Employees trained, competent and authorised as a trainer/assessor will train any other person at a Mine as directed by the Company. However, Employees will be given preference for training opportunities in accordance with clause 8.1(g) of this Agreement.

- (c) Employees of the Company not covered by this Agreement will not be permanently required to perform production and engineering work unless specifically agreed by the Parties.
- (d) Employees may be required to cover any other position at the Mine within their skills, competence and training (including positions not covered by this Agreement). Prior to commencing in the other role, the Employee will be made aware of the obligations involved in their performing the role. Should the Employee have a genuine concern about undertaking the responsibilities of the role, he or she may discuss the concern with their supervisor and if such concern is not satisfactorily addressed, he or she may decline to act in the other position.
- (e) Where an Employee has been required to cover a position not covered by this Agreement, in accordance with clause 6.1(d) above, for a period of six months or greater duration, and such an assignment is considered to be an inappropriate utilisation of this provision, the claim may, if not resolved at the relevant Mine, be progressed through the Dispute Settlement Procedure (clause 37).
- (f) After an appropriate handover, an Employee who has been acting in another role will return to their usual position in production, maintenance or processing upon the other person again assuming the role.
- (g) This provision, appropriately utilised, is intended to provide enhanced efficiency and flexibility for the continuing operation of the relevant mine.

6.2 Individual Flexibility Term

Note: prior to entering an IFA, the relevant supervisor/manager must check that the proposed IFA arrangements meet payroll requirements.

- (a) Subject to operational requirements, the Company and any Employee may agree to make an individual flexibility arrangement to vary the effect of a term of this Agreement provided that the arrangement meets the genuine needs of and is genuinely agreed to by the Company and the Employee.

Such arrangements may include and are limited to:

- (1) Cashing out of annual leave, provided that:
 - (A) The request is approved by the relevant General Manager on the basis of genuine hardship; and
 - (B) The Employee must be paid at least the full amount that would have been payable to the Employee had he or she taken the leave that he or she has foregone;
 - (2) External study assistance;
 - (3) Parental leave arrangements;
 - (4) Flexible arrangements that facilitate workforce diversity (eg hours of work, rosters, start and finish times and places);
 - (5) Job sharing arrangements;
 - (6) Taking annual leave over longer periods than an Employee's accrued entitlement utilising a combination of annual leave and leave without pay;
 - (7) OCE's or ERZ Controller's terms and conditions of employment.
- (b) The individual flexibility arrangement must:
 - (1) be in writing;
 - (2) include the name of the Company and the Employee;

- (3) meet payroll requirements;
 - (4) be signed by the Company and the Employee and, if the Employee is under 18 years of age, by a parent or guardian of the Employee;
 - (5) include details of the terms of this Agreement that will be varied by the arrangement and how they will be varied.
- (c) The Company must ensure that the terms of any individual flexibility arrangement:
- (1) are about permitted matters under section 172 of the Act;
 - (2) are not unlawful terms under section 194 of the Act;
 - (3) result in the Employee being better off overall than he or she would be if no arrangement was made;
 - (4) do not result in the Employee being provided with any payment or benefit that is inconsistent with the National Employment Standards under the Act.
- (d) The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it has been agreed.
- (e) The Company or the Employee may terminate the individual flexibility arrangement:
- (1) by giving 28 days written notice to the other party to the individual flexibility agreement; or
 - (2) if the Company and the Employee agree in writing – at any time.

7 Contractors

The Company shall have free and unfettered access to contractors.

8 Career Development and Progression

8.1 Development

The Company is committed to ensuring that all Employees have equitable access to training and development opportunities, in order to provide job security, job satisfaction, workplace flexibility and increased productivity. The Company will:

- (a) Make information available to all Employees about the requirements of each position on the Mine and the potential career paths that will enable progression to each role;
- (b) Identify for Employees the training available to attain the required skills to facilitate progression within the various career paths so that Employees can assess their skill needs against the designated skill requirements for their preferred path;
- (c) Offer the relevant courses in accordance with a training calendar published annually. Such courses may be classroom-based, on-line, computer-based, on-the-job or self-paced distance learning;
- (d) Have a transparent process to identify the Employees who will receive training or be provided with other career development opportunities in recognition of their performance, aptitude, attendance and length of service with the Company

and Individual Development and Performance Review (IDPR) assessments (as outlined in clause 36);

- (e) Explore other learning and development tools that are available which enhance career opportunities for Employees;
- (f) In accordance with 8.1(d), fast-track training opportunities for Employees who aspire to become an OCE, ERZ Controller or Dragline Operator or other positions where the Company identifies that shortages have occurred or are likely to occur. Where the Company assesses such Employees as being suitable for appointment to these positions or other positions requiring critical skills, the Company will provide such training over a reasonable period to make the Employees 'job-ready';
- (g) Provide preference to Employees covered by the Agreement for any development opportunities that arise over any labour hire and contractor employees, subject only to operational requirements, such as where there is an identified immediate need for a particular skill; and
- (h) Include apprenticeships as development opportunities that may be offered to existing Employees, in addition to those offered to school-leavers.

8.2 **Career Progression**

The Company is committed to addressing Employees' career aspirations and will give preference to Employees by:

- (a) Inviting expressions of interest for current roles or future opportunities (via a designated noticeboard in each Functional Work Area) from Employees at the Mine who have acquired a majority of the necessary skills for a position prior to the Company advertising the position externally.
- (b) Assessing any expressions of interest and where there is a single candidate assessed by the Company as being suitable for the role, appointing that candidate directly to the role. Where there are multiple candidates assessed by the Company as being suitable for the role, they will be shortlisted, invited to submit a formal application and interviewed in accordance with clause 8.3.
- (c) Advising all successful internal candidates that their application for the position has been successful. Once successful candidates have been advised, the Company may advertise the position externally while the formal appointment process is being conducted.
- (d) Offering unsuccessful candidates with feedback to assist them in pursuing future opportunities. Where there are no internal candidates assessed as suitable for a role, the Company may advertise the position externally. However, nothing in this clause prevents any Employee from applying for any role that is advertised externally.
- (e) Providing preference to Employees to move into the roles of OCEs, ERZ Controllers and Dragline Operators or other positions where shortages have occurred or are likely to occur where they have undertaken the necessary training and meet the criteria for the position, in accordance with clause 8.1(f).

8.3 **Selection Process for internal and external candidates**

It is acknowledged that the purpose of this clause 8.3 is to facilitate quick selection decisions. All Parties are committed to completion of this process in the most expedient timeframe possible.

- (a) The Company will establish a panel or panels to undertake interviews of suitable candidates as identified by the Company for all positions.
- (b) A Panel will include:
 - (1) an Employee or Employees; and

- (2) Company representatives;
who are knowledgeable about the particular role to be filled and available at the interview time.
- (c) Any Employee to be included on a Panel will be selected by the Company from a pool of Employees:
 - (1) who have been, or will be, suitably-trained in interviewing, in a training program nominated by the Company; and
 - (2) which consists of Employees who have been elected by Employees in each Functional Work Area specifically for the purpose of conducting interviews.
- (d) After the suitable candidates have been interviewed, 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.
- (e) For the avoidance of doubt the departmental manager or their nominated representative will be responsible for making the final decision about filling a position. Where the departmental manager or their nominated representative elects not to accept a Panel's recommendation, he or she will discuss his or her reasons with a Panel.
- (f) An Employee who is an unsuccessful candidate will be provided with relevant feedback on the reasons why they were not selected for the position.
- (g) No Employee will be required to undergo any psychometric or aptitude testing.
- (h) In the event that an Employee is forcibly retrenched, if they apply for a future vacant position at any Mine, they will be guaranteed an interview.
- (i) Where an existing Employee is successful through this selection process and is required to relocate from a Mine in one township (eg Moranbah) to a Mine in another township (eg Dysart), the Employee will be eligible to be relocated at the Company's expense by a service provider nominated by the Company.

This clause 8.3 does not apply where Apprentices employed by the Company are hired as permanent Employees following the completion of their training contract.

8.4 **Preference for Employees to return to previous jobs**

- (a) Where:
 - (1) a piece of equipment is parked-up and that particular piece of equipment is to be returned to production; or
 - (2) employees are moved from seven day roster to five day roster and that part of the operation is to revert back to seven day roster; or
 - (3) employees are moved out of their functional work area for operational reasons and there is subsequently an increase in crew numbers in their original functional work area,

the Employees who have been displaced will, within three years of their displacement, have first right to return to the relevant positions provided that they have the necessary skills mix and proficiency or the ability to regain proficiency in a reasonable period of time.
- (b) Where there is a greater number of returning Employees than positions, the recruitment process will be used to determine the Employees to return to the equipment or roster based on merit.

9 Salaries

9.1 Employees will be paid an annualised salary ('Base Salary') for their roster worked in accordance with the relevant Schedule for the Mine in which they work.

9.2 Base Salary increases are as follows:

From the start of the pay period commencing on or after	%
Approval of the Agreement by Fair Work Commission ("Year 1")	1.5%
First Anniversary of Approval of Agreement ("Year 2")	1.5%
Second Anniversary of Approval of Agreement ("Year 3")	1.5%
Third Anniversary of Approval of Agreement ("Year 4")	1.5%

9.3 Subject to clause 9.4, Base Salary means an annualised salary that takes account of all hours worked including rostered overtime, hot seat change allowance, all penalties, annual leave loading, payments for rostered public holidays, breaks and all other allowances and payments that would otherwise be payable under the BCMI Award. It excludes the following specific payments made to Employees under this Agreement:

- (a) Bonus payments made under clause 17;
- (b) Payments made for travel under clause 4.2;
- (c) Payments made where normal transport is unavailable under clause 4.3;
- (d) Payments made under clause 5 (Training);
- (e) Payments made under clause 11.4(c) (change of Employee's place on a six or seven day roster);
- (f) Payments made for non-rostered overtime, call-back and meal breaks/allowances under clause 13;
- (g) Payments made for change of shift for permanent day shift Employees under clause 16.3;
- (h) Payments made for any allowances under clause 9.4;
- (i) Accident pay under clause 19;
- (j) Payments made for working on a non-rostered public holiday under clause 21.4;
- (k) Electrical and maintenance leading hand payments made under Schedule 6, clause 7.4;
- (l) Payments made under an accommodation agreement listed at clause 34.2(a).

9.4 Except where provided in a Schedule to this Agreement, the following allowances are not paid to Employees as they are included in the Base Salary:

- (a) Tool allowance;
- (b) Heat allowance; and
- (c) Meal allowance, except as provided in clause 13.5(b).

10 Payment of Salary

- 10.1 All wages will be paid on a set day other than Saturday or Sunday.
- 10.2 Wages will be paid by electronic funds transfer.
- 10.3 In the absence of agreement to the contrary, not more than one week's pay will be kept in hand by the Company.
- 10.4 The frequency of payment in operation at the commencement of the Agreement will be weekly.
- 10.5 Upon termination of employment:
- (a) Where an Employee provides the required notice under clause 30.1, wages due to the Employee will be paid in the next pay period.
 - (b) Where an Employee resigns or abandons their employment and fails to provide the required notice under clause 30.1, any outstanding wages may not be paid to the Employee until seven days after the date of the termination of their employment.
- 10.6 Upon termination of employment, where required, the Employee authorises the Company to deduct from the wages due to the Employee any of the following:
- (a) The value of any Company-owned property (excluding work clothing provided under clause 33) which is not returned to the Company immediately upon termination;
 - (b) The monetary equivalent of any period of notice or part of that period the Employee is required to give (or has given) under clause 30.1 but which the Employee failed to work;
 - (c) Any payments for leave that have been afforded to the Employee in advance (see clause 22.13);
 - (d) Any previously identified unrecovered overpayments; and
 - (e) Any overpayment amounts identified and substantiated at the time of termination of employment, which will be withheld as a lump sum upon termination of employment or repaid in agreed instalments over an appropriate period of time.
- 10.7 Upon termination of employment, the Employee assumes responsibility for any outstanding payments or amounts owed under any novated lease arrangement.

11 Hours of Work and Rosters

11.1 Ordinary hours of work

- (a) The ordinary hours of work will be an average of 35 hours per week averaged over a roster cycle.
- (b) The ordinary working hours on any shift will be no less than six ordinary hours and not more than twelve ordinary hours provided that with appropriate notification the Company may determine the shift length up to ten ordinary hours. Shifts longer than ten hours (whether or not the shift contains overtime) can be introduced with the agreement of the majority of the affected Employees required to work the shifts. Where agreement cannot be reached, the Company may trial and implement these shifts in accordance with the Continuous Improvement provision (clause 14).

11.2 **Starting and finishing times**

- (a) The starting and finishing times of the ordinary working hours of any shift will be worked between those hours that are agreed between the Company and the majority of the affected Employees. "Affected Employees" means those Employees in the work areas (e.g. Dragline, Field Maintenance etc) that are directly impacted by the alteration to their starting and finishing times.
- (b) The Company may change shift duration to effect a hot seat changeover / effective shift changeover. It is the Company's intention to limit shift lengths to the shortest practical duration to enable 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.

11.3 **Number and spread of shifts**

The number and spread of ordinary shifts may be varied by the Company.

11.4 **Change of shift**

- (a) There will be a roster of shifts which may provide for rotation.
- (b) The Company may require an Employee or Employees to change shift. For a change of shift, the affected Employee or Employees will be given as much notice as reasonably possible of a change in shift.
- (c) An Employee's place on a roster will not be changed, except where:
 - (1) one week's notice of any change is given to the Employee, or where less notice is given, the Employee will be paid at overtime rates (less Salary) for all work from the time of change of shift until that notice period would have expired; or
 - (2) four weeks' notice of any change is given to the Employee, where the Employee changes to a non-continuous shift roster, or a lesser period of notice as agreed by the Company and the majority of affected Employees.

11.5 **Introduction of New Rosters and Changes To Roster Arrangements**

The Company may introduce new rosters to meet the needs of the business and in so doing, will follow the process in this clause that facilitates changes in roster arrangements which affect existing Employees.

The parties acknowledge that there are a number of Employees who have genuinely and voluntarily adopted a commute lifestyle. These Employees normally reside remote from the Mine at which they are employed when not rostered to work and commute to the Mine of their employment for rostered-on shifts, before returning to their usual place of residence, on completion of their rostered shift cycle.

It is also acknowledged that Employees may be interested in working a different roster arrangement than those which have been developed and agreed to match the more traditional residential based lifestyle, where Employees reside in towns that service the Mine at which they are employed.

This clause 11.5 will not be used to introduce changes to Roster Arrangements, unless it is identified that a significant number of Employees desire such changes.

In the event that agreement with the majority of affected Employees, as provided for in clause 14, is not reached, the following processes will apply.

- (a) In the event that the Company seeks to introduce a different roster to facilitate Employees' preferred lifestyle arrangements the Company may trial and implement such new rosters in accordance with the requirements of the Continuous Improvement Clause (clause 14) of this Agreement, in addition to the specific requirements of this sub clause.

- (b) The Company will first gauge the support for changed roster arrangements amongst affected Employees in the “relevant work area” and other work areas working similar rosters where similar skills and competencies are utilised. In this clause 11.5(b):
- (1) “gauge” means a genuine attempt to determine the view of the majority of the affected Employees about proposed different roster(s) and their existing roster; and
 - (2) A “relevant work area” means the work area in which the roster will be implemented as determined by the Company. The relevant work area may be any suitable Employee grouping, for example, an entire functional work area, a sub set of a functional work area, a single crew or other grouping. There will be no limitation on what the Company determines to be the relevant work area, however, ‘relevant work area’ is not intended to refer to the whole of a Mine and does not mean individual Employees.
- (c) The information gained from the procedure in clause 11.5(b) will be incorporated in the “business reasons” for the proposed change to roster arrangements.
- (d) In the event that an Employee, as a consequence of this process to introduce changed roster arrangements, is required to change from their current roster arrangement, the Employee may provide the Company with an expression of interest (**EOI**) to transfer to another work area which works the Employee’s current roster. The EOI period will open at the commencement of the implementation of a trial of the changed roster arrangement and remain open for one month after full implementation of the roster, following any trial period.
- (e) Following any trial period, the Company will process EOI applications and seek to accommodate suitable alternative rosters for Employees as expeditiously as reasonably practicable, including but not limited to, transferring Employees between relevant work areas, where they have the majority of the relevant skills for the roles in the work areas to which they are seeking to be transferred, to accommodate a suitable alternative roster. The Company will process EOI applications earlier in exceptional circumstances, for example, where an Employee is unable to obtain childcare.
- (f) The selection process at clause 8.3 will be used to effect the transfer of Employees to give effect to Employee EOIs under this Clause. Where an Employee has the majority of relevant skills for the work area to which transfer is sought, the Employee will have preference over any other candidate whether internal or external.
- (g) The right of an Employee to have their EOI processed under this clause will remain valid until the earlier of the Employee being offered a suitable alternative roster (and either accepting or refusing that offer), the nominal expiry date of this Agreement or the Employee withdrawing their EOI. Once withdrawn, an EOI cannot be resubmitted.

11.6 Temporary rosters

- (a) To meet any short-term or urgent operational needs (eg mud removal, additional pumping due to rainfall, etc), a temporary roster that is to operate for a maximum of four weeks may be introduced with seven days notice following notification to affected Employees. In such circumstances:
- (1) this seven day notice period applies in lieu of any other notice period in clause 11 (including the notice period to change a rostered day off); and
 - (2) majority agreement or the requirement to trial rosters under clause 11.1(b) will not apply.

- (b) When an Employee returns to their ordinary roster after being required to work a temporary roster, the Employee will re-commence work at the same point of their ordinary roster cycle to ensure continuity of any rostered days off. In the event this is not possible, clause 11.7(c) below applies.

11.7 **Rostered days off (RDO)**

- (a) If an Employee or Employees are entitled to a rostered day off then the Employee or Employees must be advised by the Company:
 - (1) except where clause 11.4(c)(2) applies, at least four weeks before the day the Employee or Employees are to take off; or
 - (2) a lesser period of notice as agreed by the Company and an individual Employee where only that Employee is affected, or the majority of affected Employees.
- (b) The Company, with the agreement of the majority of Employees affected, may move the RDO of these Employees to another day in the case of:
 - (1) a breakdown of machinery;
 - (2) a failure or shortage of electric power;
 - (3) meeting the requirements of the Mine; or
 - (4) an emergency situation.
- (c) In the case of another day being substituted for the RDO, the new day becomes the RDO and the original day becomes an ordinary working day.
- (d) An individual Employee, with the agreement of the Company, may substitute the day the Employee is to take off for another day.
- (e) An Employee will not be required to work pre-shift overtime when resuming work immediately following a rostered day off. This does not apply to statutory officials whose non-attendance would affect the operations of the Mine.

11.8 **Requirement to work on an RDO**

An Employee will only be required to work on a rostered day off where attempts by the Company to cover the casual vacancy by other means have failed.

Where an Employee is required to work on an RDO payment for working will, at the election of the Employee, be:

- (a) At overtime rates without a day in lieu; or
- (b) Payment at Salary (for work performed on an RDO) and:
 - (1) the Employee will then take a day off in lieu at Salary before the end of the Employee's next roster cycle;
 - (2) by agreement with the Employee's Supervisor, this day in lieu will be selected by the Employee provided that at least one week's notice is given to the Supervisor;
 - (3) the Employee will be allowed this day off unless the operation of the Mine will be affected by the absence; and
 - (4) in the event that the day in lieu is not taken before the end of the Employee's next roster cycle, an adjustment will be made to the Employee's pay in the following pay period to provide payment in accordance with sub-clause (a) in substitution of payment under sub-clause (b). However, the Employee will not 'lose' the day in lieu where the Company has not approved the Employee's requested day. In these circumstances, the Employee may request an alternative day in lieu in the next roster cycle.

11.9 Training on an RDO

The Company may request or offer an Employee to attend training on an RDO where it is not possible to arrange for such training to be provided during normal working hours. Attendance at such training will be at the option of the Employee. However, the Company is not obliged to re-offer training to an Employee who chooses not to attend training offered on an RDO.

Where an Employee undertakes training on an RDO, the payment options are:

- (a) At overtime rates without a day in lieu (see clause 5.2(b)); or
- (b) By agreement with the Employee's Supervisor, at Salary and:
 - (1) the Employee will then take an unpaid day off in lieu before the end of the Employee's next roster cycle;
 - (2) this day in lieu will be selected by the Employee provided that at least one week's notice is given to the Supervisor;
 - (3) the Employee will be allowed this day off unless the operation of the Mine will be affected by the absence.

11.10 RDOs falling on a recognised public holiday

An Employee whose roster includes work on a public holiday and who is entitled to an RDO which falls on a holiday is, at the discretion of the Company, to either be:

- (a) Paid at the Employee's Salary (inclusive of Bonus); or
- (b) Credited with one day for each such holiday at ordinary hours.

11.11 RDOs not to fall on a recognised public holiday for Monday to Friday Employees

- (a) Subject to 11.11(b), where an Employee's roster does not include work on a public holiday, the RDO is not to fall on a public holiday.
- (b) Where a public holiday is prescribed after the Employee has been notified of the RDO, and that public holiday falls on the Employee's RDO, the Company must allow the Employee to take the RDO on an alternative weekday.
- (c) This clause 11.11 will not apply at Goonyella Riverside Mine where the Schedule has incorporated this entitlement.

11.12 Definitions

- (a) "Rostered day off" means any day on which an Employee, by virtue of the Employee's roster, is not rostered to attend for rostered hours of work and does not include non-working days.
- (b) "Non-working day" means on any day on which an Employee, by virtue of the Employee's roster, is never rostered to attend for rostered hours of work.

11.13 Tolerance time

Subject to a provision in any of the Schedules, there shall be no tolerance time. For example, Employees will not be provided with paid time to wash up at conclusion of shift.

11.14 Roster Relief

- (a) The Company may use non-continuous shift permanent Employees as roster reliefs at its discretion. Where the Company decides to use roster reliefs, attempts will first be made to utilise volunteers.
- (b) "Roster relief" means a non-continuous shift Employee who steps into a continuous shift position in order to relieve another Employee, as directed by the Company from time to time.
- (c) Designated roster reliefs will be paid full roster rate. Under normal circumstances, designated roster reliefs will receive a minimum 72 hours

notification for change of shift, subject to compliance with the Mine's hours of work policy. In the event that the Employee is not given 72 hours notice for the change of shift, then the Employee will be paid overtime for the period worked until the balance of the 72 hour notice has elapsed.

- (d) Designated roster reliefs will only work the required amount of shifts for the year for the crew they are relief for. Any extra shifts will be paid at overtime plus the weekly salary. The Company will reconcile reliefs' number of shifts on a quarterly basis.
- (e) Designated roster reliefs will generally only cover annual leave, however they may also be utilised to cover other types of leave. The Company will ensure that the business is not adversely affected, and will endeavour to minimise the effect on other Employees' normal leave requirements.
- (f) The Company will review and monitor the use of designated roster reliefs from time to time and may reduce the number of reliefs as required.
- (g) Roster reliefs must be given the opportunity to take their annual entitlement to annual leave in the relevant twelve month period.
- (h) Notwithstanding the above, the Company may utilise labour hire employees in roster relief positions, if the Company cannot find Employees to volunteer to perform roster relief as per clause 11.4(a).

12 Starting and Finishing Places

There will be designated starting and finishing places which will be agreed between the Company and the majority of Affected Employees. "Affected Employees" means those employees in the work area that are directly impacted by the alteration to their starting and finishing places.

The Schedules to this Agreement detail the actual starting and finishing places for each Mine. However, this will not prevent the Company altering starting and finishing places for an Employee 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 Coal Mining Safety & Health Regulation 2017) are available.

13 Overtime

13.1 Reasonable additional hours

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.

13.2 In calculating overtime, except for clause 13.4, each day is to be treated separately.

13.3 Rest period after working overtime

(a) Length of rest period

When overtime work is necessary it will be arranged where possible for Employees to have at least 10 consecutive hours off duty between the work of successive days.

(b) Where the Employee does not get a 10 hour rest

- (1) The following conditions apply to an Employee who works so much overtime that the Employee has not had at least 10 consecutive hours off duty between the completion of work on one day and the commencement of work on the next day:
 - (A) the Employee will be released from duty after that overtime is finished until the Employee has had 10 consecutive hours off duty; and
 - (B) there will be no loss of pay for rostered hours of work time which occur during this absence.
- (2) The following conditions apply to an Employee who, on the instructions of the Company resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 13.3(b)(1):
 - (A) the Employee will be paid at overtime during rostered hours and after that until the Employee is released from duty;
 - (B) the Employee will then be entitled to be absent for 10 consecutive hours; and
 - (C) there will be no loss of pay for rostered hours of work time which occur during this absence.

13.4 **Call-back**

- (a) **Payment for call-back**
 - (1) An Employee who is recalled to work overtime after leaving the Mine (whether the Employee was notified before or after leaving the Mine) will be paid for at least four hours work at the appropriate rate for each time the Employee is recalled.
 - (2) Except where unforeseen circumstances arise, the Employee will not be required to work the full four hours if the job to be performed is completed within a shorter period.
 - (3) The provisions of this clause do not apply in the following cases:
 - (A) where it is customary for an Employee to return to the Mine to perform a specific job outside the Employee's ordinary working hours; or
 - (B) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.
- (b) **Call-back less than four hours**

Overtime worked in the circumstances specified in clause 13.4 will not be regarded as overtime for the purposes of a rest period as set down in clause 13.3 if the actual time worked is less than four hours on any recall or on each of any recalls.

13.5 **Meal breaks during non-rostered overtime**

- (a) If an Employee is required to work more than one and a half hours past their rostered shift (exclusive of crib time) then the Employee will, unless agreed otherwise, before starting this overtime be allowed at least 30 minutes for a meal without deduction of pay.
- (b) Employees will also, unless notified the previous day of the requirement to work overtime, be paid a meal allowance of \$15.
- (c) After each four hours of overtime worked after a crib break the Employee will have a further crib break and be paid a meal allowance of \$15.

- (d) 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 worked.

13.6 Overtime rates

The applicable hourly overtime rate for Employees is contained in the relevant Mine Schedule to this Agreement.

14 Continuous Improvement

Where the Company proposes a change to work practices and/or arrangements, the following will occur:

- (a) The affected Employees and, if they request, their Employee Representatives will be notified of the proposal, in writing, by the 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. A genuine attempt will be made by all parties to reach an agreement.
- (b) If the majority of affected Employees agree, the proposal will be implemented.
- (c) If there is no agreement, the Company may elect not to proceed with the proposal.
- (d) If the Company elects to proceed, a trial may be implemented for a maximum period of up to six months depending on the nature of the proposal.
- (e) At the end of the trial period either of the following may occur: either
 - (1) the Company decides not to proceed with the proposal;
 - (2) there will be full implementation.
- (f) If once the Company has decided to implement a trial, the affected Employees are of the view that the trial is having/may have an effect on them, that is harsh, unreasonable or unjust, the affected Employees or if requested, their Employee Representatives, may progress the dispute to the FWC in accordance with the final step of the Dispute Settlement Procedure in clause 37.16 to seek to have the trial cease or amended or not proceed because of the existence of such an effect. Each party to the Agreement agrees to accept the outcome of the Dispute Settlement Procedure.

This provision is not to be used to preclude a trial from proceeding or continuing merely because the trial represents a change to previous circumstances, may involve a reduction in Employee earnings, or may be deemed to constitute a perceived inconvenience to Employees. This provision is only to be used to argue that the effect of any trial is so unreasonable as to be contrary to the spirit of continuous improvement.
- (g) Notwithstanding (f) above, during the last four weeks of any trial, an affected Employee or if requested, their Employee Representative, may refer any disputed issue connected to the trial to the FWC through the final step of the Dispute Settlement Procedure. Each party to the Agreement agrees to accept the outcome of the Dispute Settlement Procedure.
- (h) This provision will not be used to permit a proposal to be trialled which would involve a breach of occupational health and safety regulations.
- (i) It is not the intention of this provision to reduce award standards or the terms and conditions of employment specified in this Agreement.

- (j) The term “business reasons” as referred to in (a) above means an overview of the key financial and/or efficiency benefits that will accrue to the mine from the proposal. It does not mean a detailed business case.

15 Consultation on major workplace change

- 15.1 For the purposes of section 205 of the Act, the model consultation clause, as defined in the *Fair Work Regulations 2009* (Cth), as amended from time to time, applies to any “major workplace changes that are likely to have a significant effect on Employees”.

Model consultation term on Commencement

(1) *This term applies if the employer:*

(a) *has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or*

(b) *proposes to introduce a change to the regular roster or ordinary hours of work of employees.*

Major change

(2) *For a major change referred to in paragraph (1)(a):*

(a) *the employer must notify the relevant employees of the decision to introduce the major change; and*

(b) *subclauses (3) to (9) apply.*

(3) *The relevant employees may appoint a representative for the purposes of the procedures in this term.*

(4) *If:*

(a) *a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and*

(b) *the employee or employees advise the employer of the identity of the representative;*

the employer must recognise the representative.

(5) *As soon as practicable after making its decision, the employer must:*

(a) *discuss with the relevant employees:*

(i) *the introduction of the change; and*

(ii) *the effect the change is likely to have on the employees; and*

(iii) *measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and*

(b) *for the purposes of the discussion—provide, in writing, to the relevant employees:*

(i) *all relevant information about the change including the nature of the change proposed; and*

(ii) *information about the expected effects of the change on the employees; and*

(iii) *any other matters likely to affect the employees.*

(6) *However, the employer is not required to disclose confidential or*

commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or*
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or*
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or*
- (d) the alteration of hours of work; or*
- (e) the need to retrain employees; or*
- (f) the need to relocate employees to another workplace; or*
- (g) the restructuring of jobs.*

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

- (a) the employer must notify the relevant employees of the proposed change; and*
- (b) subclauses (11) to (15) apply.*

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and*
- (b) the employee or employees advise the employer of the identity of the representative;*

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and*
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and*
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and*
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and**
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).*

(14) However, the employer is not required to disclose confidential or

commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1)..

- 15.2 The model 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.

16 Shift work – up to eight ordinary hour shifts

16.1 Definitions

- (a) “Afternoon shift” means any shift, the ordinary hours of which finish after 6pm and at or before midnight.
- (b) “Night shift” means any shift, the ordinary hours of which finish after midnight and at or before 8am.
- (c) “Permanent night shift Employee” is an Employee who:
- (1) works night shift only; or
 - (2) stays on night shift for a longer period than four consecutive weeks; or
 - (3) works on a roster that does not give at least one-third of the Employee’s working time off night shift in each roster cycle.

16.2 Shift work rates

Type of shift	Shift rates
Day shift	Ordinary time
Afternoon and rotating night shifts <ul style="list-style-type: none">• Ordinary hours• Overtime hours<ul style="list-style-type: none">– > 6 and 7 day roster– all others	115% of the ordinary time rate overtime penalty rate plus 15% of the ordinary time rate for the time worked overtime penalty rate
Permanent night shift <ul style="list-style-type: none">• Ordinary hours• Overtime hours<ul style="list-style-type: none">– > 6 and 7 day roster– all others	125% of the ordinary rate overtime penalty rate plus 25% of the ordinary time rate for the hours worked overtime penalty rate

16.3 **Change of shift for permanent day shift Employees**

- (a) For at least three consecutive working days

If an Employee who normally works on day shift only is required to work shift work on at least three consecutive working days then the Employee will be paid at overtime rates for the first afternoon or night shift so worked and after that the Employee will be paid in accordance with the provisions of clause 16.2 for any other shifts.

- (b) For less than three consecutive working days

If the Employee is required to work shift work for a period less than three consecutive working days then overtime rates will be paid for any afternoon or night shift work. An exception to this is where the requirement is caused by the failure of any other Employee to come on duty at the proper time.

17 **Bonus**

17.1 The Bonus for each Employee will be \$15,000 per annum paid weekly.

17.2 Employees absent from work:

- (a) Without approval; or
(b) On leave without pay under clause 28; or
(c) 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.

17.3 **Bonus on leave accruals**

- (a) 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.
(b) Employees who elect to cash-out annual leave or personal/carer’s leave in accordance with this Agreement will also be paid out bonus on such accruals.

17.4 **Alternative bonus scheme**

The parties may agree to implementation of an alternative genuinely at-risk bonus scheme during the life of this Agreement. Where the parties reach agreement upon such an alternative at-risk scheme, it will replace the bonus provided for in this clause 17.

18 **Superannuation**

18.1 The Company will make the following superannuation contribution to Employees’ chosen superannuation fund:

From the start of the pay period commencing on or after	Weekly Amount
Approval of the Agreement by Fair Work Commission (“Year 1”)	\$356.54
First Anniversary of Approval of Agreement (“Year 2”)	361.89
Second Anniversary of Approval of Agreement (“Year 3”)	367.32
Third Anniversary of Approval of Agreement (“Year 4”)	\$372.83

- 18.2 For the avoidance of doubt, superannuation contributions made by the Company on behalf of Employees engaged as apprentices and trainees are dealt with in Schedule 1, clause 8.
- 18.3 The Company contributions made in accordance with this clause will be in satisfaction of all liabilities in relation to superannuation including any requirement that may exist on the Company under the *Coal and Oil Shale Mine Workers Superannuation Act 1989* (Qld).
- 18.4 The Mine Superannuation Fund (previously the Mine Wealth + Wellbeing Superannuation Fund) will be the default fund if an Employee does not choose another eligible complying superannuation fund to receive superannuation contributions on their behalf.
- 18.5 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.

19 Accident Pay

- 19.1 An Employee in receipt of weekly payments under the provisions of the *Workers’ Compensation and Rehabilitation Act 2003* (Qld) will be entitled to receive accident pay from the Company subject to the following conditions and limitations:
- 19.2 **Payment to be made during incapacity**
- The Company shall pay, or cause to be paid accident pay during the incapacity of the Employee, within the meaning of the said Act:
- (a) Until such incapacity ceases; or
- (b) Until the expiration of a period of 78 weeks from the date of injury,
- whichever event shall first occur, even if the Company terminates the Employee’s employment within the period.
- 19.3 **Meaning of Accident Pay**
- For the purposes of this clause, “**accident pay**” means:
- (a) For the initial period of 39 weeks from the date of injury, a weekly payment representing the Employee’s Base Salary plus Bonus.
- (b) For a further period of 39 weeks, a weekly payment representing 80% of the Employee’s Base Salary plus Bonus or the Employee’s 35 hour rate at the ordinary time rate expressed in the Employee’s mine Schedule plus Bonus (whichever is the greater), provided the Employee participates in a company approved rehabilitation plan under the *Workers’ Compensation and Rehabilitation Act 2003* (Qld).
- (c) Where an Employee fails to undertake rehabilitation after the initial 39 week period, the Employee will be paid a weekly payment representing the Employee’s 35 hour rate at the ordinary time rate expressed in the Employee’s Schedule.
- (d) While an Employee’s claim is being processed, the Employee may access payments under the Company’s Work Injury Payment Scheme (“WIPS”) in accordance with the Company’s policy. Such payments can only continue until the equivalent of the Employee’s personal/ carer’s, annual and long service leave accruals are exhausted.
- 19.4 **Pro-rata payments**
- In respect of incapacity for part of a week the amount payable to the Employee as accident pay shall be a direct pro rata.

19.5 When not entitled to payment

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

19.6 Redemptions

In the event that an Employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.

19.7 Damages independent of the Acts

Where the Employee recovers damages from the Company or from a third party in respect of the said injury independently of the said Acts, such Employee shall be liable to repay to the Company the amount of accident pay which the Company has paid under this clause and the Employee shall not be entitled to any further accident pay thereafter.

19.8 Calculation of period

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

19.9 Occupational Health & Safety and Workers' Compensation

The Company is currently bound by the *Coal Mining Safety and Health Act 1999* (Qld) and the *Workers' Compensation and Rehabilitation Act 2003* (Qld). During the life of this Agreement, the Company commits that it will not seek to remove itself from the jurisdiction of those two Acts.

20 Breaks

20.1 Shifts up to and including 10 hours

A period of 30 minutes will be allowed each shift for crib to be taken at a place as close as possible to where the work is being performed, nominated by the Company, subject to the provision of suitable amenities. This period will be counted as time worked.

20.2 Shifts longer than 10 hours

In addition to the crib referred to in 20.1 above, an Employee will be entitled to take a further 30 minute crib break at a place as close as possible to where the work is being performed, nominated by the Company, subject to the provision of suitable amenities.

20.3 When a crib break is to be taken

An Employee will be required to commence a crib break at any 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.

20.4 How crib breaks are to be taken

- (a) Crib breaks are to be taken in a manner which limits the impact of the crib break on normal work at the mine.
- (b) In order to achieve such minimisation, Employees accept:
 - (1) that crib breaks will be staggered by the Company to maintain continuity of operations;
 - (2) that appropriately trained and competent Employees will be required to interchange roles and functions to effect a staggering of cribs;
 - (3) that the time permitted for the taking of cribs will be strictly observed; and

- (4) that crib breaks are exclusive of travel time. Appropriate wash-up time will be provided for Employees who genuinely require it, prior to crib.
 - (c) The Company will:
 - (1) provide suitable facilities in accordance with the relevant legislation in locations reasonably adjacent to work areas of Employees; and
 - (2) provide suitable transport for Employees to minimise transport time to and from crib facilities not able to be so placed.
- 20.5 Breaks will be taken at a location nominated by the Company, where those locations are appropriate. This may only occur on equipment which has suitable facilities for the taking of a break eg draglines.

21 Public Holidays

21.1 The following days shall be recognised as holidays:

- | | |
|---|---|
| • New Years Day | • Labour Day (as publicly observed in Queensland) |
| • Australia Day | • Queen's Birthday |
| • Good Friday | • One local public holiday per year as agreed between the Parties, which will apply across an entire Mine, not different groups within the Mine |
| • Easter Monday | • 25 December (Christmas Day) |
| • Anzac Day | • 26 December (Boxing Day) |
| • Easter Saturday | |
| • any additional public holidays gazetted by the Queensland State Government | |
| • any substituted public holidays except for Christmas and Boxing Day for 7DR Employees | |
| For the avoidance of doubt: | |
| – 7DR Employees will observe Christmas Day and Boxing Day on 25 and 26 December; and | |
| – Monday to Friday Employees will observe Christmas Day and Boxing Day on the gazetted public holidays. | |

21.2 Subject to clause 21.3, given the nature of the Company's business and its operational and rostering requirements, Employees (other than 5DR Monday to Friday) acknowledge that the Company may roster them to work on public holidays.

21.3 **Christmas and Boxing Day (25 and 26 December)**

- (a) Subject to the remainder of this clause 21.3, Christmas and Boxing Day (25 and 26 December) shall be non-working days, observed from the commencement of night shift prior to Christmas Day for a period of 48 hours.
- (b) In order to enable the immediate resumption of night shift work on Boxing Day, OCE and Emergency Response Employees can be required to commence work six hours before the commencement of night shift on Boxing Day. The OCE and Emergency Response Employees required to work on Boxing Day will be rotated each year during the life of this Agreement.

21.4 Employees required by the Company to work on a non-rostered public holiday shall be paid at overtime rates as outlined in clause 13 for all hours worked. Any such payment made to an Employee is in addition to Base Salary.

21.5 **Transfer of recognised public holidays**

The Company and the majority of Employees affected may agree to observe a holiday on a day other than the day prescribed in 21.1. If this occurs, the day agreed is the recognised holiday and the actual holiday becomes an ordinary working day.

22 Annual Leave

22.1 Annual leave accrues progressively on a pro-rata basis and is cumulative.

22.2 The Parties recognise the benefits of ensuring Employees utilise annual leave and will encourage leave to be taken by Employees as leave accrues to prevent excess accumulation.

22.3 All Employees are entitled to annual leave at the rate of five weeks per year of continuous service (175 ordinary hours), except for:

- (a) Employees working a seven day roster; or
- (b) Employees working a roster which requires work on public holidays and at least 272 hours of work performed on a Sunday per year;

in which case those Employees will be entitled to annual leave at the rate of six weeks per year of continuous service (210 ordinary hours).

22.4 An Employee's accrual and deduction of leave entitlements is based on the ordinary hour component of the Employee's shift.

22.5 Subject to clauses 22.6, annual leave may be taken at any time provided that:

- (a) For periods of annual leave of less than one week, a minimum of 48 hours notice is required to be given to an Employee's immediate supervisor;
- (b) For periods of annual leave of one week or more, reasonable notice (but a minimum of 28 days, except in extenuating circumstances or otherwise as agreed) is required.

A leave form must be submitted prior to the taking of leave, except as agreed with the Employee's immediate supervisor due to extenuating circumstances. Taking of annual leave is subject to express approval being given by the Employee's immediate supervisor prior to leave being taken.

22.6 **Annual leave quotas**

- (a) Annual leave quotas are as follows:

Shift Coverage	Leave approved?
<ul style="list-style-type: none"> Less than 20% (rounded up to the nearest whole number) away on annual leave at any time during the period of that leave (based on approved crew numbers) 	<ul style="list-style-type: none"> Leave will be approved providing that adequate notice is given (see clause 22.5)
<ul style="list-style-type: none"> 20% or more (rounded up to the nearest whole number) away on annual leave at any time during the period of that leave (based on approved crew numbers) 	<ul style="list-style-type: none"> The operation of the Mine is presumed to be affected Provided adequate notice is given (see 22.5): <ul style="list-style-type: none"> Consideration will be given to operational requirements of the Mine to determine whether any additional Employees can take annual leave; and The Company will approve leave at its discretion, subject to operational requirements and availability of skills

(b) Approved crew numbers for the purposes of calculating the above ratios will not include apprentices. Approved crew numbers are the number of positions in each crew approved by the Company. Approved crew numbers will be provided by a supervisor to an Employee upon request.

(c) If the opportunity arises, the leave numbers in clause 22.6(a) may be increased from time to time at the Company's discretion and subject to operational requirements and the availability of suitable skilled labour, including labour hire.

22.7 If a public holiday falls during a period of an Employee's annual leave, the Company will not deduct that day from the Employee's annual leave accrual.

22.8 An Employee who satisfies the Company by way of their service record that they have completed active military service (ie overseas duty) and who is rostered to work on Anzac Day will not be required to work on that Day, provided 14 days notice is given. In accordance with clause 22.7, the Company will not deduct that day from the Employee's annual leave accrual.

The taking of this day is not subject to leave quotas under clause 22.6.

22.9 **Annual leave shutdown**

(a) Where the Company shuts down all or any part of one or more Mines, it must give Employees at least 28 days notice of the shutdown or such shorter period as agreed between the Company and the affected Employees.

(b) Employees directly affected by the shutdown who have sufficient annual leave accrued may take all or part of those accruals during the shutdown period.

(c) Employees directly affected by the shutdown who have not yet accrued sufficient annual leave may take leave in advance during the shutdown period in accordance with clause 22.13(b) and 22.13(c).

(d) Payment for leave will be at the Employee's Base Salary immediately prior to commencing such leave based on their projected roster. Roster changes occurring during a shutdown will not disadvantage Employees by application of this sub-clause.

22.10 Annual leave will be paid to an Employee at the time the leave is to be taken, unless the Employee requests to be paid in advance at the commencement of taking leave.

22.11 On termination of employment, Employees will be paid the Base Salary rate for any untaken annual leave, in addition to Bonus on leave accruals where applicable under clause 17.3(a).

22.12 The Company may require an Employee to take annual leave equivalent to one year's annual leave accrual where the Employee's accrued annual leave entitlement exceeds

the equivalent of two years annual leave accrual. In such a case, the Company will provide at least 28 days notice in writing to the Employee. Before providing such notice, the Company will consult with the Employee on their preferred time of taking leave.

22.13 **Taking annual leave before it is credited**

- (a) The Company may, at its discretion, allow an Employee to take annual leave before it is credited.
- (b) Annual leave taken in this way will be deducted from the Employee's next entitlement.
- (c) If the Employee is not credited with a further entitlement, the Employee will authorise the Company to deduct from the Employee's termination pay the payment for any outstanding leave taken in advance.

23 **Personal/ Carer's Leave**

23.1 An Employee may take paid personal/carer's leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (1) a personal illness, or personal injury, affecting the member; or
 - (2) an unexpected emergency affecting the member.

23.2 **Entitlement**

- (a) Employees will be entitled to personal/ carer's leave at the rate of 105 ordinary hours per year of continuous service.
- (b) Employees will be credited with their first year's entitlement to personal/ carers leave on commencing employment. Each subsequent year's entitlement to personal/ carer's leave will be credited on the Employee's anniversary of continuous service.
- (c) Any personal/ carers leave which is not taken by an Employee will accumulate without limitation.
- (d) Where an Employee exhausts the entitlement outlined in clause 23.2(a), the Company will approve a further period of unpaid personal/carer's leave in accordance with the NES or otherwise at its discretion.

23.3 **Employee must give notice**

An Employee taking personal/carer's leave must notify their supervisor:

- (a) As soon as reasonably practicable (which may be before or after the personal/ carer's leave has commenced but preferably prior to start of shift); and
- (b) As far as practicable, of the nature of the injury or illness and the estimated duration of the absence.
- (c) If an Employee cannot contact his/her supervisor or superintendent directly he or she should leave a voicemail message with the supervisor or superintendent, or contact the relevant departmental manager. This notification will allow prompt action to take place to provide appropriate coverage for the Employee's absence, and in order to provide any necessary support to the Employee. A text message or a message sent via another Employee is not acceptable.

- (d) In the event an Employee has not presented for a rostered shift, planned overtime, or events such as training courses and has not notified the Company regarding their absence, the supervisor should take reasonable action to identify the Employee's whereabouts and ensure the safety of the Employee.

23.4 **Proof required**

- (a) For all absences the Employee must complete their leave form (and attach a medical certificate or statutory declaration where required by the Company under clause 23.4(b)) as soon as possible upon their return to work and seek approval for their absence from their immediate supervisor.
- (b) Where the Company is not satisfied with an Employee's stated reasons for the absence, the Company may require the Employee to provide a medical certificate from a registered health practitioner or where not reasonably practicable, a statutory declaration for any period of personal/carer's leave.
- (c) In the event the Company is concerned that an Employee is developing an apparent pattern of absences over a reasonable period of time, the Company:
 - (1) may require the Employee to provide a medical certificate from a registered health practitioner or where not reasonably practicable, a statutory declaration, on all future occasions where personal/carer's leave is claimed; and
 - (2) will review the amount of personal/carer's leave claimed by the Employee on an ongoing basis.
- (d) Employees will not misuse their entitlement to personal/ carer's leave.

23.5 **Payment**

An Employee with sufficient personal/ carer's leave accrued will be paid Base Salary for the duration of leave taken (ie the Employee will be paid as if at work).

23.6 **Accrual and deduction of personal/ carer's leave**

- (a) An Employee's accrual of leave entitlements is based on the ordinary hour component of the Employee's shift.
- (b) Any personal/ carer's leave taken must be deducted from the Employee's accrued entitlement as follows:
 - (1) where the absence is for less than half the ordinary hours component of the shift, no deduction; or
 - (2) in all other cases, the full ordinary hour's component of the shift will be deducted for each absence.

23.7 **Payout or salary sacrifice of personal/ carer's leave during employment**

- (a) An Employee may elect in writing to forfeit a portion of their accrued but untaken personal/ carer's leave and receive a payment at Base Salary in lieu thereof, provided that the Employee retains a balance of personal/ carer's leave equivalent to at least 15 days of leave.
- (b) Subject to any applicable ATO rulings on superannuation, an Employee may elect to salary sacrifice into Mine Wealth + Wellbeing (or any other approved fund nominated by the Employee) any future personal leave entitlements, provided that any such decision is made prior to the Employee's anniversary date and a balance of personal/ carer's leave equivalent to at least one year's accrual is retained. Applications must be submitted to Human Resources.

23.8 **Payment on termination of employment**

- (a) An Employee whose employment is terminated (apart from wilful misconduct) must, if the Employee has unused personal/ carer's leave, be granted payment

at the Employee's Base Salary, including Bonus on leave accruals where applicable under clause 17.3.

- (b) When the Company terminates the employment of an Employee during a period of absence on paid personal/ carer's leave, the Employee must be paid until the Employee has no further accumulation of personal/ carer's leave or until the Employee is fit for duty, whichever first occurs.

23.9 In this clause, "immediate family" for an Employee includes spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (including same-sex partners). "Spouse" includes a former spouse. "Child" includes an adopted or step-child of any age.

24 Compassionate Leave

- 24.1 Employees will be entitled to compassionate leave in accordance with the Act.
- 24.2 Employees other than casual Employees will be entitled to two days paid compassionate leave on each occasion when a member of the Employee's immediate family, or a member of the Employee's household dies, or develops a personal illness or sustains a personal injury that poses a serious threat to their life. Casual Employees will be entitled to two days unpaid compassionate leave in these circumstances.
- 24.3 An additional day of paid leave will be granted for the purposes of travel where an Employee is required to travel to a destination in excess of 400kms from their place of work or which the Company is satisfied would take at least 4 hours travel time to reach, for the purpose of the compassionate leave.
- 24.4 An Employee shall as soon as possible inform the Company of their inability to attend for duty, which in any case must be prior to the commencement time of the shift unless it is not practicable to do so.
- 24.5 When an Employee is at work and is notified of a circumstance that would entitle them to compassionate leave under clause 24.2, the Employee is entitled to immediately leave the site without the balance of the shift being deducted from their compassionate leave entitlement. The Employee will be paid Base Salary for the duration of that shift.
- 24.6 Employees other than casual Employees will be paid Base Salary while on compassionate leave.
- 24.7 The Employee may be required to provide satisfactory proof of the life threatening illness, injury or death of the family/household member.
- 24.8 In this clause, "immediate family" for an Employee includes spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (including same-sex partners). "Spouse" includes a former spouse. "Child" includes an adopted or step-child of any age.

25 Parental Leave

25.1 The provisions of the *Fair Work Act 2009* (Cth) will apply as a minimum, with additional payments in accordance with Company Policy (as amended from time to time). During the life of this Agreement, Employees' entitlement to parental leave will be no less than the statutory entitlement or the following:

Type of parental leave	Benefit
Paid parental leave	<ul style="list-style-type: none"> Primary carer – up to 18 weeks paid leave Secondary carer – up to two weeks paid leave
Unpaid parental leave	<ul style="list-style-type: none"> Up to 12 months unpaid leave or up to 24 months unpaid leave if an extension is granted (any period of paid parental leave taken will be deducted from this entitlement)

25.2 Where requested by the Company, an Employee who wishes to take parental leave as primary carer must provide the Company with a statutory declaration, stating that the Employee intends to be the primary caregiver to the child at all times while on parental leave (ie the Employee is the person who has assumed the principal role of providing care and attention to the child).

26 Long Service Leave

26.1 Entitlement

- (a) Conditions relating to long service leave are governed by Federal Legislation as amended from time to time.
- (b) Employees accrue long service leave ("LSL") at the rate of 13 weeks for each eight years of service in the coal mining industry.
- (c) Where an Employee who qualifies for LSL applies to take such leave in multiple applications in combination with a period or periods of rostered days off for a single continuous period, they will only receive payment for the LSL component (for which the Company is reimbursed from the LSL Fund) of the single continuous period. For the purpose of clarity, and having regard to the purpose/objective of this provision, if the single continuous period also includes a period or periods of annual leave (in addition to rostered days off), the Employee will also receive payment for the annual leave component of the single continuous period.

26.2 Payment

An Employee is to be paid for LSL at the Employee's Base Salary, including Bonus, in accordance with their normal pay period at the time the leave is to be taken.

26.3 When LSL May Be Taken

LSL may only be taken in a single continuous period of at least 14 days. LSL may be taken at any time provided that:

- (a) Reasonable notice is given by the Employee; and
- (b) The operations of the Mine will not, in the Company's opinion, be affected by the granting of leave at that time.

27 Community Service Leave

27.1 Community service leave entitlement

Employees are entitled to be absent for a period of Community Service Leave in accordance with the Act for:

- (a) Jury service; or
- (b) Voluntary work performed for an organisation dealing with an emergency management or natural disaster, such as the State Emergency Services.

27.2 Community service leave notice

An Employee wishing to take Community Service Leave must provide notice of the period or expected period of absence as soon as practicable.

27.3 Jury service leave

- (a) An Employee called upon for jury service must notify the Company as soon as possible of the dates which they are required to attend.
- (b) An Employee other than a Casual Employee who attends for jury service during the hours which would have normally been worked, will be paid the difference between:
 - (1) the Base Salary which would have been received by the Employee if he/she would have worked; and
 - (2) the amount paid to the Employee for the jury service.
- (c) For payment to be made under clause 27.3(b) the Employee must prove to the Company that jury service was attended (including the duration of attendance) and the amount paid for the service. An Employee will not be entitled to payment until such proof has been provided to the Company.

27.4 Voluntary emergency management leave

Employees who are required to attend to emergencies during the course of their work in accordance with clauses 27.1(b) and 27.2 shall be paid Base Salary and Bonus.

27.5 Military leave

Military Leave may be granted to Employees who are members of the Armed Services Reserve to enable the Employee to meet regular annual training commitments. The maximum paid leave permitted will be 10 consecutive working days each year. Applications shall be made through the Employee's Superintendent who will make a recommendation to the Human Resources Manager based upon operational requirements. Applications for such leave shall be submitted at least four weeks prior to commencement of such leave.

Normal weekend or other Reserve commitments will be in the Employee's own time. Where an Employee is rostered to work on a weekend or other day/s, which coincide with a Reserve commitment, the Employee may be granted leave without pay or permitted to swap a shift or shifts at the discretion of the Department Manager or their nominated representative.

Employees who are granted paid leave will be paid Base Salary and Bonus. (Military Leave pay will be reimbursed to the Company or the Company will pay the difference between Base Salary and Military Leave Pay.)

27.6 Council leave

Councillors will be allowed up to two shifts per month to attend Council meetings and will be entitled to be paid Base Salary and Bonus. (Council fees will be reimbursed to the Company or the Company will pay the difference between no loss of earnings and

Council fees). Any leave beyond the two shifts per month must be approved in advance by the Department Manager or their nominated representative.

28 Leave without Pay

- 28.1 Leave without pay may be granted to Employees at the Company's discretion.
- 28.2 Applications for leave without pay must be made in writing. Prior to the commencement of any leave without pay, the Company and Employee must agree in writing on the leave commencement and completion dates.

29 Salary Packaging

- 29.1 Salary sacrifice arrangements will be offered to all Employees on a cost neutral basis, and will be subject to applicable taxation and superannuation laws.
- 29.2 **Novated leasing**
- The Company will provide novated leasing for motor vehicles in accordance with its policy on novated leasing as amended from time to time. Copies of the policy are available from the Employee's Human Resources Manager.
- 29.3 **Salary sacrifice into superannuation**
- Employees may elect to have the Company make superannuation contributions on their behalf from their before-tax income into their Mine Wealth + Wellbeing (or any other approved fund nominated by the Employee) account. This payment cannot be offset against the Company's obligation to provide the full superannuation contribution.
- Employees may elect to salary sacrifice their Bonus or part thereof into their Mine Wealth + Wellbeing (or any other approved fund nominated by the Employee) account.
- Any salary sacrifice election will be governed by the rules of the selected superannuation fund, legislation and Company policy.
- 29.4 **Remote area housing**
- The Company will allow salary sacrifice of remote area housing expenses in accordance with its policy as amended from time from time.
- 29.5 **Other salary sacrifice options**
- The Company will continue to investigate other suitable opportunities for salary sacrifice arrangements and subject to compliance with applicable laws, will offer further such options from time to time.

30 Termination of Employment

- 30.1 **Termination by Employee**
- An Employee must give at least one week's notice to terminate employment, or forfeit to the Company one week's pay instead of giving notice.
- 30.2 **Termination by Company**
- (a) The Company must not terminate an Employee's employment unless the Employee has been given either the period of notice required in 30.2(c) or 30.4, or payment instead of notice calculated in accordance with 30.3.

- (b) 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.
- (c) The required period of notice is first worked out using this table:

Employee's period of continuous service with the Company	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice is increased by one week if the Employee is 45 years of age or older and has completed at least two years continuous service with the Company.

30.3 Amount of payment instead of notice

The amount of payment instead of notice must be at least the amount that the Employee would have been paid if the employment had continued to the end of the required period of notice, calculated on the basis of:

- (a) The Employee's rostered hours of work (even if they are not standard hours); and
- (b) The amounts payable to the Employee in respect of those hours, including (for example) allowances, loadings and penalties and Bonus on leave accruals in accordance with clause 17.3; and
- (c) Any other amount payable under the Employee's contract of employment.

30.4 Notice of termination - redundancy

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.

31 Security of Employment

- 31.1 The Company is committed to efficiently and effectively utilising the skills and competencies of all of its Employees. Likewise, it is the Parties' intention that Employees will efficiently and effectively utilise all their skills and competencies to achieve the goals of the business.
- 31.2 The Parties agree that the optimum means by which security of employment can be achieved is by operating safe, productive and profitable mines of world class standard.
- 31.3 Despite these commitments, it is acknowledged that because of changing economic circumstances, market downturn/ forces or introduction of new technology, there may be occasions during the life of the Agreement which require that a surplus of Employees be addressed.
- 31.4 The Company will remove labour hire employees as a first step to addressing any surplus at the mine in line with clause 32.2 below. Further the Company must use its best endeavours to avoid the necessity for forced retrenchments, which will include the removal of contractors and labour hire as a first step as provided for in clause 32.3 below.

32 Redundancy

- 32.1 Where a surplus of permanent Employees arises at a Mine during the life of the Agreement that cannot be addressed through natural attrition, the Company will consult with Employees and their Employee Representatives, about the possible need for redundancies, and if so:
- (a) the means of minimising the number of redundancies; and
 - (b) the means of minimising the effect of the redundancies on Employees.
- 32.2 Any remaining surplus will be addressed in the following way (to the extent that it would avoid the need for retrenchments). This clause does not require or preclude the Company at its discretion from displacing contractors and/or labour hire employees at an earlier stage.
- (a) Firstly, by reducing the number of labour hire employees in the impacted crew who are in approved crew numbers, except where the work performed by the labour hire employees is considered to be specialist work.
 - (b) Secondly, if necessary, by redeployment of any surplus Employees who have the appropriate skills and competencies or can be retrained within a reasonable period of time to another task at the Mine which is made available through:
 - (1) In the first instance the displacement of labour hire employees within approved crew numbers; and
 - (2) If a surplus still remains through the displacement of supplementary or additional labour hire employees.Provided that:
 - (1) Labour hire employees that are performing specialist work or providing leave or training coverage are not subject to displacement.
 - (2) Voluntary redundancies may be offered in the impacted crew where doing so would address or reduce the surplus or minimise the effect of a redeployment for an impacted Employee.
 - (3) Any redeployment of Employees to additional or supplementary tasks will not increase the approved crew number of that crew or work area.
 - (4) When it is proposed that an Employee is redeployed to an additional or supplementary task they will be advised that the task is additional or supplementary. When the task ceases the Company will implement the steps under clause 32.2 for the Employee.
 - (c) Thirdly, if necessary, by
 - (1) Voluntary redundancy at the Mine, at the rate specified in clause 32.9 or
 - (2) Voluntary transfer to another Mine, where the Employees have the appropriate skills and competencies. The transfer may be to a role made available through the displacement of a labour hire employee from approved crew numbers.
 - (d) Fourthly, if necessary, by transfer of Employees who have the appropriate skills and competencies or who can be retrained within a reasonable period of time to:
 - (1) Another role at a Mine which is within reasonable distance from the Employee's residence. This may include a role made available by an Employee taking voluntary redundancy or made available through the removal of labour hire employees in approved crew numbers.

- (2) Another role at a Mine outside a reasonable distance from the Employee's residence. This may include a role made available by an Employee taking voluntary redundancy or made available through the removal of labour hire employees in approved crew numbers.
- 32.3 Where the surplus cannot be adequately addressed through 32.2, then the Company may consider forced redundancies. In such a case, it shall investigate and consider all reasonable avenues to avoid such forced redundancies. This will include removal of contractors and labour hire, except where:
- (a) There are contractual commitments that prevent this;
 - (b) The work performed by contractors or labour hire is considered to be specialist work of a non-permanent nature; or
 - (c) Employees are not readily able to perform the work.
- 32.4 Where voluntary redundancy is offered, the Company will have regard to its requirement to retain an appropriate mix of skills and competencies. Accordingly, not all applicants will necessarily be accepted for voluntary redundancy.
- 32.5 Where forced redundancies are necessary:
- (a) The Company will determine the number of Employees to be made redundant and the spread of skills required for the efficient and effective operation of the relevant Mine; and
 - (b) To ensure that a Mine can be operated in the most productive and efficient manner, all Employees from within the Functional Work Area (as listed at clause 41) where a surplus exists will be interviewed to determine the Employees to be retained or retrenched.
- 32.6 The selection method for forced redundancies will involve a selection process that will be conducted by a panel trained in behavioural interviewing. The panel will include:
- (a) An independent member agreed between the Company and the Unions; and
 - (b) A representative selected by the workforce.
- 32.7 A merit-based selection process will be undertaken by the panel which will take into consideration the following:
- (a) Necessary skills mix required by the business;
 - (b) Individual skills and proficiency in those skills;
 - (c) Employment record/ length of service;
 - (d) Cases where unsatisfactory performance has been identified and is being managed;
 - (e) Alignment with BMA Charter Values as identified in the Employee's IDPR.
- 32.8 **Exemption**
- The Company is not liable for the payment in clause 32.9 if the Company obtains, or causes to be made available for the Employee, work within 14 days:
- (a) That the Employee is competent to perform;
 - (b) In a position that carries the same or a higher classification rate of pay than the Employee's previous position;
 - (c) That can reasonably be regarded as permanent;
 - (d) That is at another coal mine; and
 - (e) Allows the Employee to reside in the same general locality as the Employee's previous residence i.e. at the same or another township within the Bowen Basin which does not require the Employee to relocate.

32.9 **Redundancy pay**

Redundancy payments will be calculated at the rate of 13 weeks' base salary plus 2½ weeks' base salary per year of continuous service for the first 26 years of service, plus 3 weeks' base salary for each subsequent year of continuous service.

For the purpose of this clause one week's base salary will be equal to \$1768.

32.10 Any payment under clause 32.9 is inclusive of any statutory entitlement an Employee may have to severance or redundancy or retrenchment pay.

32.11 **Redundancy Relocation Assistance**

In order to assist with any relocation expenses incurred by an Employee, an amount of up to \$5,000 will be reimbursed to an Employee whose employment is terminated due to redundancy. This payment will be made upon presentation by the former Employee of receipts incurred for relocation expenses, within eight weeks of the termination of their employment.

32.12 **Generic Induction and Statutory Health Assessment**

The Company will provide the opportunity for all Employees who are made forcibly redundant to attend the generic induction course at no cost to the Employee prior to their leaving the Company.

The Company will cover the cost of a Statutory Health Assessment undertaken by an Employee if their existing assessment is due to expire within six months of them becoming forcibly redundant.

32.13 **Competencies (Training Transcript)**

Any Employee who is made redundant will be given a copy of his or her competencies (training transcript) upon a request made by the Employee within four weeks of leaving the Company.

32.14 This clause 32 applies only to full time and part time Employees and excludes casual and temporary Employees.

33 **Work clothing**

33.1 On commencement of employment, an Employee is entitled to an initial work clothing allocation as follows:

- (a) Five shirts and five pairs of trousers;
- (b) One pair of safety boots;
- (c) One winter style jacket and one lighter style jacket (**Jackets**); and
- (d) Prescription safety glasses as required (including spare glasses).

33.2 Items listed in clause 33.1 will be replaced on a fair wear and tear basis. However, Employees will be entitled to an additional six items of industrial outer clothing (ie shirts, trousers and Jackets) on an annual basis.

In this clause, "**annual basis**" means one year from the anniversary of an Employee's commencement date with the Company.

- 33.3 Fixed term and temporary Employees engaged in accordance with clause 3.3(a) will receive one pair of safety boots and two sets of work clothes on engagement and a further set of work clothes if their engagement extends beyond three months. However those Employees who are engaged for parental leave replacement will receive the minimum entitlement in clause 33.1.
- 33.4 Where in the course of work an Employee's work clothing or tools are damaged, destroyed or lost the Company will replace them at no cost to the Employee.

34 Accommodation and Commute Arrangements

34.1 Principles

- (a) Employees may either:
- (1) Access accommodation in accordance with clause 34.2; or
 - (2) Access a commute arrangement in accordance with clause 34.3.
- (b) The objective of these principles is to increase the pool of available housing for Employees and their families. These principles will be included in the development of the Accommodation Agreements referenced at clause 34.2(a).
- (c) In the event an Employee elects to change their accommodation arrangements by acceptance of an offer from the Company:
- (1) if the Employee owns their home, the Employee will be eligible to move into the single person's village at the subsidised rate where:
 - (A) the Employee elects to offer their house/unit to the Company to lease and the Company agrees that the house/unit is at a standard appropriate for such leasing; or
 - (B) the Company elects to buy the Employee's house/unit and this is acceptable to the Employee.
 - (2) if the Employee elects to sell their house/unit on the open market, without first offering it to the Company to purchase at market value, the Employee will be eligible to move into the single person's village or other suitable accommodation at the subsidised rate, where the Employee vacates the house/unit.
 - (3) if the Employee resides in a Company-subsidised house and elects to change to commute arrangements, the Employee will be required to vacate the house and will be eligible to move into the single person's village or other suitable accommodation at a subsidised rate.
 - (4) if the Employee resides in a house/unit owned by a third party which attracts a Company rental subsidy and they elect to change to commute arrangements and move into the single person's village or other suitable accommodation, they will be eligible for a subsidised rate.
- (d) The availability of each arrangement may be limited by the availability of suitable accommodation and/or transport.

34.2 Accommodation

- (a) Employees will be entitled to accommodation in accordance with the following relevant Accommodation Agreement, which may be amended from time to time in accordance with clause 34.4 and consistent with the principles set out in clause 34.1:
- (1) Moranbah Accommodation Agreement;

- (2) Dysart Accommodation Agreement;
 - (3) Emerald Accommodation Agreement; and
 - (4) Blackwater Accommodation Agreement.
- (b) The Accommodation Agreements in clause 34.2(a) are incorporated into this Agreement in accordance with section 257(b) of the Act and can be amended separately to this Agreement in accordance with clause 34.4 below.
 - (c) An Employee may access accommodation which is not regulated by the Accommodation Agreements in clause 34.2(a), and in those circumstances the Employee will receive no less than the same subsidy they would be entitled to under the relevant Accommodation Agreement if living in the single persons village.
 - (d) Where a Party to this Agreement believes that one of the above Accommodation Agreements at clause 34.2(a) is not being adhered to, a meeting between the Parties may be called. Neither Party may unreasonably refuse to participate in such a meeting.
 - (e) 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 this Agreement at clause 37.
 - (f) Access to accommodation, other than in accordance with clause 34.2(c), is subject to the rest of the provisions of this clause 34 (ie an Employee will not be entitled to accommodation under clause 34.2 if employed subject to a commute arrangement under clause 34.3).
 - (g) It is fundamental to the operation of this clause 34 that:
 - (1) the Accommodation Agreements can be amended from time to time by the parties to those Accommodation Agreements in accordance with the process in clause 34.4; and
 - (2) the Accommodation Agreements (and any amendments from time to time) take effect separately to this Enterprise Agreement and in their own right as contemplated by the Accommodation Agreements.

34.3 Commute

- (a) Commute arrangements will be provided independent of roster, based on operational need.
- (b) Where the Company offers commute arrangements, as amended from time to time, the following principles will apply:
 - (1) Subject to 34.3(b)(2) and availability of housing, 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.
 - (2) Where particular circumstances require, the Company may make commute arrangements a precondition of employment for new Employees. For example, this includes in-sourcing of currently outsourced/contracted operations. However, where an Employee's circumstances change, they may apply to access other residential arrangements in accordance with the applicable Accommodation Agreement under clause 34.2(a).
- (c) For Employees who commute, the Company will provide village accommodation or other suitable accommodation at a subsidised rate, as nominated by the Company and subject to availability, in accordance with clause 34.1(b).
- (d) Appropriate travel arrangements will be put in place for commuting Employees as follows:

- (1) at its discretion, the Company will provide bus or air transportation to the Mine from Brisbane, Rockhampton, Mackay, Emerald or other locations. It may be necessary to reach a critical mass of Employees on particular rosters before it becomes viable for transportation to be provided.
- (2) Employees who choose to commute are encouraged to utilise such transport that may be provided by the Company. However, provided that the Employee submits a travel plan to their manager and adheres to their applicable fatigue management policy, they may elect to drive to and from their commute location.
- (3) the Company will periodically review the provision of transport arrangements and may discontinue or change these arrangements with not less than 3 months notice. The Company will consider an individual Employee's circumstances where discontinuation of transport arrangements would result in significant disadvantage to the Employee.
- (4) the Company will offer these travel arrangements to Employees living in local townships, at its discretion and subject to capacity, routes taken, timetabling and usage patterns.

34.4 **Process to vary Accommodation Agreements**

- (a) The Parties acknowledge that the Accommodation Agreements may be replaced or amended from time to time by agreement between the parties to the Accommodation Agreements, in accordance with the variation procedure prescribed under the relevant Accommodation Agreement.
- (b) Discussions between the Company and the Unions to vary the terms of each of the above Accommodation Agreements will include Employee Representatives from each applicable Mine.
- (c) A variation to an Accommodation Agreement can be sought by either party where supported by appropriate justification.
- (d) It is not intended that the Parties will seek to vary an Accommodation Agreement for an individual Employee's particular circumstances.
- (e) Neither party can unreasonably refuse to participate in discussions where a reasonable justification has been presented.

35 **Approved Advanced Training**

The Company will provide support to Employees (including Apprentices) undertaking approved advanced training or studies in accordance with BMA's Study Assistance Policy (as amended from time to time). Copies of the policy are available from Human Resources.

36 **Individual Development & Performance Review (IDPR)**

- 36.1 Employees will be required to participate in a performance, training and development review at least annually in order to:
- (a) Assess their performance and provide feedback on their alignment with BMA Charter Values; and
 - (b) Identify any training and development requirements or needs.

- 36.2 No Employee Representative will be permitted to attend or participate in an Employee’s performance, training and development discussion with their supervisor.
- 36.3 The IDPR system will develop key achievable goals for each Employee which will be discussed between the supervisor and the Employee, but will not:
 - (a) Be a substitute for appropriate, timely or informal feedback to an Employee by their supervisor;
 - (b) Provide any pre-determined quotas of performance ratings; or
 - (c) Be customised at a site level.
- 36.4 As part of each Employee’s review (IDPR), the Employee and their supervisor will discuss the Employee’s development aspirations and develop key achievable goals for each Employee which will be discussed between the Supervisor and the Employee, which will be recorded along with the training requirements associated with those aspirations. Employees’ development aspirations will be accommodated in accordance with clause 8.1.
- 36.5 Nothing in clause 36.4 prevents an Employee from discussing their development aspirations and current performance with their supervisor at any time.
- 36.6 Where an Employee identifies a development opportunity to which they consider they should have access, they will discuss it with their supervisor, either at their IDPR discussion or at any other time. If their supervisor does not support the Employee’s request, the supervisor will explain the reasons for their conclusion to the Employee and discuss other skilling opportunities that may be available.
- 36.7 Each Employee will receive a performance review rating on an annual basis as follows:

Rating	Description
1	Significant performance concern. Significant shortfall in performance. Question retention in role and performance improvement plan must be agreed and initiated immediately.
2	Improvement required. Fulfils the critical performance requirements of the role, but does not meet all expectations.
3	Meets performance expectations. Meets the required performance for all role requirements.
4	Exceeds performance expectations. Exceeds the required performance for all or most role requirements. Identifying and engaging in activities not necessarily in job description to enhance contribution.
5	Outstanding performance. Performance against the requirements of the role is exceptional. Widely recognised within and outside immediate team for exceptional engagement and contribution outside job description.

- 36.8 At the IDPR, an Employee’s supervisor will discuss the performance assessment with the Employee and explain the reasons for their performance review rating. The supervisor must have direct knowledge of the Employee’s performance over the review period.
- 36.9 All Employees will be provided with the final copy of their assessment, which includes all comments in relation to their performance review rating.
- 36.10 Employees will only be required to undertake a performance improvement plan if they are assessed as a rating 1 in accordance with clause 36.7. In the event that the Employee fails to achieve the required level of performance after a period of at least six months, the Employee’s ongoing employment will be reviewed.
- 36.11 Where an Employee is assessed as a rating 2 under clause 36.7, their supervisor will discuss with the Employee on a regular basis (eg monthly) the measures that will be put

in place to close the performance gap and enable them to meet all performance expectations.

37 Dispute Settlement Procedure

- 37.1 It is the intention of the Parties that any disputes arising in relation to the NES; or pertaining to this Agreement; or in relation to the application of the Accommodation Agreements (as referred to in clause 34 of this Agreement); or arising in the course of employment shall be dealt with in accordance with this clause.
- 37.2 Employees and their Employee Representatives agree that issues in relation to the employment of Employees covered by this Agreement should be ideally addressed at their source by those involved and without undue involvement of those not directly involved.
- 37.3 An Employee may nominate an Employee Representative (as defined in clause 38.1) to represent them at any stage of this procedure.
- 37.4 This procedure does not apply in relation to the exercise of rights or implementation of processes or systems provided for under this Agreement (for example, the right of the Company to have free and unfettered access to contractors) or under other relevant prevailing legislation.
- 37.5 Where the matter relates to:
- (a) An issue arising under the IDPR process (clause 36); or
 - (b) An issue relating to a disciplinary outcome;
- then clause 37.9 does not apply.
- 37.6 At all times work will continue without disruption and at the direction of the Company, subject to the relevant provisions of the *Coal Mining Safety and Health Act 1999* (Qld).
- 37.7 Matters affecting the majority of Employees across a crew, a department or a whole Mine may be raised by an Employee Representative and progressed in accordance with clause 37.10 where the disputed issue affects the Employees in substantially the same way.
- 37.8 Notwithstanding clause 37.7, the parties will address matters of an individual nature on an individual basis.
- 37.9 Where a matter arises:
- (a) It shall be discussed between the Employee (and an Employee Representative if requested) and the immediate supervisor involved within 14 days.
 - (b) The supervisor will not be involved in the discussion at 37.9(a) if the dispute directly relates to that supervisor. In such a case, the matter will progress to a discussion under clause 37.10(a) with the Company nominating an alternative representative to attend the discussion (or discussions) in lieu of that supervisor.
- 37.10 If the Employee considers the matter remains unresolved, the following process applies:
- (a) The Employee and/or an Employee Representative if requested may refer the matter to the relevant superintendent. The Employee and/or an Employee Representative must set out the details of the matter in writing and provide this to the superintendent first within 14 calendar days. The matter will then be referred for discussion between:
 - (1) the Employee and an Employee Representative (if requested); and

- (2) two representatives from the Company (the relevant supervisor and superintendent, unless otherwise agreed).
 - (b) If the matter remains unresolved after completion of clause 37.10(a), the Employee and/or an Employee Representative if requested may refer it in writing to the relevant department manager within 14 calendar days. The matter will then be referred for discussion between:
 - (1) the Employee and an Employee Representative (if requested); and
 - (2) two representatives from the Company (the relevant supervisor and department manager, unless otherwise agreed).
 - (c) If the matter remains unresolved after completion of clause 37.10(b) and the Employee wishes to escalate it, the Employee and/or their Employee Representative (if requested) may refer it in writing to one representative of the Company not based on that site within 14 calendar days. The matter will then be referred to a State Level Conference for discussion between (unless otherwise agreed) the following participants:
 - (1) the Employee, and if requested:
 - (A) an Employee Representative; and/or
 - (B) a District Official of the relevant Union;
 (collectively, the Employee's Representatives); and
 - (2) up to three Company representatives (which includes the relevant supervisor and one representative of the Company not based on that site).
 - (d) Where the matter remains unresolved after completion of the other stages in clause 37.10 or where the parties agree to bypass the above stages in accordance with clause 37.15, the Company or Employee and/or their Employee Representative (if requested) may refer the matter in writing within 14 calendar days to FWC to conciliate the matter. Alternatively, by agreement of both parties, a matter may be referred to an agreed private arbitrator or mediator to conciliate on the matter.
- 37.11 At each stage of this process in clause 37.10, the Company will have 14 calendar days from the date of the last discussion with the Employee to respond to the Employee, or make contact with the Employee (and if they have requested one, their Employee Representative) to arrange a meeting to attempt to resolve the matter raised by the Employee, in accordance with clause 37.10; and
- 37.12 Where the Company fails to make contact with the Employee and their Employee Representative to arrange a meeting within the time limit specified in clause 37.11, the Employee may progress the matter to the next stage of the process.
- 37.13 Where an Employee (or their Employee Representative on the Employee's behalf) does not seek to progress their matter within the time limits specified in 37.10 or respond within 14 calendar days to the Company's attempts to arrange a meeting under 37.11, the matter in dispute will be treated as being withdrawn. Once this occurs, an Employee cannot seek to re-invoke this procedure in relation to that same matter.
- 37.14 Unless otherwise agreed between the participants, an HR representative will not attend the discussions at clauses 37.9, 37.10(a) and 37.10(b). For the avoidance of doubt, an HR representative may be involved in a discussion held in accordance with clause 37.10(c) and 37.10(d).
- 37.15 By mutual agreement, the Company, the Employee and their Employee Representative may bypass any of the above steps.
- 37.16 Subject to clause 37.15, provided that all the above steps have been exhausted FWC may conciliate or where conciliation has been exhausted and the dispute remains unresolved, arbitrate in relation to the matter. Where a matter involving an individual

Employee progresses to this stage, the Employee will be permitted to attend FWC proceedings on the same arrangements set out in clauses 38.13 and 38.14. If proceedings are brought on more quickly by FWC, the travel plan must be submitted immediately upon the listing of the matter by FWC and before travel commences.

37.17 In the circumstances set out in clauses 14(e) or 14(g), or by agreement under clause 37.15, FWC may:

- (a) Conciliate in relation to the matter; or
- (b) Where conciliation has been exhausted and the dispute remains unresolved, arbitrate in relation to the matter.

The parties to the matter are not required to first exhaust the above steps for the purposes of this sub-clause.

37.18 During any conciliation or arbitration proceedings before FWC under this clause 37, either party may choose to be represented by a legal practitioner.

37.19 If FWC issues a decision in writing under this clause:

- (a) the decision and reasons for the decision will be provided in writing to the parties; and
- (b) the decision shall be binding on the parties to the matter in dispute and persons bound by this Agreement.

37.20 Nothing in clause 37.19 removes the right of either party to a matter in dispute from appealing a decision of FWC, in accordance with the Act.

37.21 If a person who will be involved in any discussions, conferences or proceedings under this clause is not employed or reasonably available at the Mine, then that person may participate by teleconference or other remote means where possible, to expedite the process.

37.22 None of the arrangements in this clause otherwise limit the rights of the Parties at common law or under the Act.

37.23 The outcome of any matter dealt with in accordance with clause 37.10 will be recorded in writing but will not form a precedent for any other matter, either at that Mine or at any other Mine.

38 Employee Representatives

38.1 Definitions

“Employee Representative” in this Agreement means an Employee who is employed at the same Mine as the Employee.

“per year” means calendar year (1 January-31 December).

“off site” means any time the Employee Representative spends away from site.

“person day” means an Employee's shift.

38.2 Lodge Officers and Delegates of each Union will, upon written notification to the HR Manager at their relevant Mine, be duly recognised as an Employee Representative at the Mine at which they are employed.

38.3 An Employee may nominate an Employee Representative to represent them in relation to matters arising under this Agreement or in the course of their employment including for purposes of providing assistance in workers' compensation / rehabilitation matters.

Due to the nature of a matter and/or the availability of an Employee Representative, the person nominated as Employee Representative may change from time to time. Except

as outlined under clause 38.13, for the avoidance of doubt, an Employee is only entitled to one Employee Representative at any particular point in time.

- 38.4 Where the Company calls a meeting requiring the attendance of a particular Employee (other than for the purposes of an Individual Development and Performance Review under clause 36), the Company will advise the Employee of the purpose of the meeting to allow the Employee to nominate an Employee Representative. The Company will consult the Employee and their Employee Representative as early as possible to attempt to identify a mutually convenient time. The Employee Representative will then make every reasonable effort to attend the meeting.

Where the Employee's nominated Employee Representative is unable to attend, the Employee will be required to nominate an alternative Employee Representative who is available to attend.

- 38.5 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.
- 38.6 Employee Representatives will not be permitted time away from the job on issues where there has not been a genuine attempt to resolve the issue at the workgroup level in accordance with the dispute settlement procedure.
- 38.7 Employee Representatives will be released from normal duties without loss of pay (ie as if the Employee Representative had worked in accordance with their roster, including RDO swaps) to discuss with Employees and site management matters affecting the employment of Employees covered by this Agreement, where to do so does not interfere with the safe and productive operation of the Mine and prior approval has been obtained from the departmental manager or their nominated representative (which will not be unreasonably withheld).
- 38.8 Employees and Employee Representatives agree that they will not hold any meetings during normal hours of work without the prior approval of the departmental manager or their nominated representative. Any meetings held on site will be at a place designated by management.
- 38.9 Employee Representatives will be allowed unpaid leave from a site pool of total person days which does not exceed 25 person days per year off site, on the basis that at least 14 days notice is provided and that site operations will not be adversely affected. Failure to provide adequate notice may result in the Company refusing leave applications under this provision.
- 38.10 The 25 person days per year will not include appearances by Employees or Employee Representatives if an application is made to FWC through the dispute settlement procedure or to another court.
- 38.11 An Employee Representative who under the rules of the relevant Union holds elected office on the Union's Board of Management or Central Council will, subject to a minimum of 14 days notice (or where a special Board of Management meeting is called at short notice, immediately) and subject to business operational requirements, be entitled to unpaid leave to attend the relevant Board or Council meetings.
- 38.12 The Company will respond to an Employee Representative's request for leave under clause 38.11 within seven days of receiving such requests or shorter notice subject to business operational requirements. Such absences will not count towards the 25 person day pool of unpaid leave allowable at their mine. Failure to provide adequate notice may result in the Company refusing leave applications under this provision.
- 38.13 The Company will pay on a "without loss of pay" basis (ie as if the Employee Representative had attended work in accordance with their roster, including RDO swaps) for up to two Employee Representatives' attendance at proceedings (other than directions hearings) together with reasonable travel and accommodation costs and reasonable cost of meals, not including alcohol, provided that the two Employee Representatives are nominated at the time that the application to FWC is made. The Company will not pay for attendance, travel, accommodation or meals for or in relation to

any union/Employee appeals against a decision of FWC. Where a nominated Employee Representative is unable to attend due to exceptional circumstances (eg personal sickness), a substitute Employee Representative will be allowed to attend where:

- (a) more than 48 hours notice is provided to the Company; and
- (b) the substitute Employee Representative has been previously involved in the matter.

Providing they are nominated prior to a directions hearing or directions being agreed between the parties (whichever occurs first), necessary witnesses may, in accordance with the arrangements above, attend any matters being arbitrated by FWC.

This clause 38.13 does not apply to alleged unfair dismissal proceedings or matters not covered by the dispute settlement procedure at clause 37.

38.14 The payment of reasonable travel and accommodation costs by the Company in clause 38.13 in respect of Employee Representatives and witnesses agreed prior to any proceedings and who are Employees of the Company will be subject to:

- (a) Those Employee Representatives and witnesses travelling on flights which minimise their time spent away from work and the impact on operations; and
- (b) The Company's fatigue management and fitness for work requirements.

A travel plan must be submitted by each Employee Representative and witness at least 14 days prior to the proceedings and approved by the Company before the commencement of travel. If proceedings are brought on more quickly by FWC, the travel plan must be submitted immediately upon the listing of the matter by FWC and before travel commences.

38.15 Employee Representatives must comply with the notice requirements under this clause 38 for leave to be authorised by the Company prior to taking leave.

39 SSHRs and Electrical Safety Representatives

39.1 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 *Coal Mining Safety and Health Act 1999* (Qld).

39.2 **Electrical Safety Representatives**

- (a) 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". This appointment shall be notified to the Site Senior Executive.
- (b) Each Electrical Safety Representative shall, where required, be given the necessary time to:
 - (1) confer with the Electrical Inspector of Coal Mines whilst this inspector is on site;
 - (2) accompany this Inspector on any inspection on site; and
 - (3) following notification, be permitted to inspect the scene of any onsite electrical accident/incident.

The relevant supervisor shall be notified of this request by the Electrical Safety Representative.

- (c) The Company will approve training leave for the Electrical Safety Representative at each Mine to attend a Company-approved annual electrical safety conference.

40 Death & Disablement Payments

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.

41 Functional Work Areas

- 41.1 Functional Work Areas are identifiable segments of the Mines which have their own specific skills requirements. For example, in Truck/ Shovel, a mix of skills would include shovel, truck, grader, etc. The Company is responsible for determining the actual skills required and the necessary number of such skills in each functional work area.
- 41.2 Functional Work Areas are relevant to the circumstances outlined in clauses 5.1(b) and 32.5(b) of this Agreement and clause 5.2 (a) of Schedule 1.
- 41.3 As at the commencement of operation of this Agreement, the functional work areas in each mine are:

Open Cut
Production Pre-strip
Production Mining (inclusive of DRE, drill & blast, Truck/ shovel, Pumps & Earthworks, & others)
Production Processing
Maintenance (inclusive of Field, Mobile and Processing maintenance)

The Company may vary or add to these Functional Work Areas from time to time in the event the Company makes organisational structural changes.

42 Anti-discrimination

- 42.1 The Parties are committed to ensuring that the principles of equal opportunity and fair treatment are adopted and applied in the workplace. The Parties are committed to preventing and eliminating discrimination on the basis of the following:
 - (a) Race / colour;
 - (b) Sex;
 - (c) Sexual preference;
 - (d) Age;
 - (e) Impairment;
 - (f) Relationship status;
 - (g) Parental status;
 - (h) Family responsibilities;
 - (i) Pregnancy;
 - (j) Religious belief or religious activity;
 - (k) Political belief or activity;

- (l) Trade union activity (affiliation or non-affiliation);
- (m) Breastfeeding;
- (n) Lawful sexual activity;
- (o) Gender identity.
- (p) Association with, or relation to, a person identified on the basis of any of the above attributes.

43 Assistance on Termination due to Ill Health

Where an Employee's employment 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 will be entitled to claim the expenses that they have incurred for approved appropriate training ie from a registered training provider. 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. This entitlement will apply to those Employees who do not qualify for a total and permanent disability payment.

44 Arrangements during Floods

- 44.1 In times of flood when the road between the local township and the relevant Mine cannot be accessed, Employees will make themselves available at a location in the township nominated by the Company for work on days they are rostered on. In this event, Employees will be paid as if at work and will undertake training or other duties or activities as directed by the Company.
- 44.2 Alternatively, if an Employee is unable to make him or herself available at the nominated location then the Company may require the Employee to take annual leave, or leave without pay if the Employee does not have any accrued annual leave.
- 44.3 If circumstances arise that an Employee at the Mine is unable to proceed home (ie to the local township) due to flooding, then payment at the overtime rate will be paid beyond the Employee's rostered shift until they can proceed home.
- 44.4 This clause will be read subject to any arrangements during floods set out in the Mine Schedules.

45 First Aid Services and Medicals

45.1 First aid services

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 this Agreement.

45.2 Payment for Statutory Health Assessments (formerly known as Coal Board Medicals)

Upon notification by the Company, Employees will be required to undertake a statutory health assessment in accordance with sections 46 and 47 of the *Coal Mining Safety and Health Regulations 2017* (Qld).

Where practicable, statutory health assessments will take place during rostered working hours. Where this is not practicable, a payment equivalent to one hour overtime will be

made to an Employee who participates in a statutory health assessment on a rostered day off. Where an x-ray is required, an extra payment equivalent to 30 minutes overtime will be paid. Notwithstanding this payment (or payments), an Employee's attendance at a health assessment is not considered time worked.

Where the Company has provided reasonable prior notification to the Employee and their statutory health assessment expires, the Employee will not be able to access the Mine site and will not be paid until the next rostered shift worked after an updated statutory health assessment form has been received by the Company.

45.3 **Vaccinations**

The Company will make vaccinations for Hepatitis A, Hepatitis B, Tetanus and Diphtheria available to Employees who work in positions identified by the Company.

Employees may access an annual influenza vaccination at times and in locations nominated by the Company.

46 **Electrical Safety Observer**

Employees may be required to assist electrical Employees. Consequently, some Employees will be required to complete training in accordance with relevant legislation as a competent electrical assistant ("Electrical Safety Observer").

47 **Definitions and Interpretation**

47.1 **Defined terms:**

"**Act**" means the *Fair Work Act 2009* (Cth).

"**AMWU**" means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union and its delegates.

"**Base Salary**" means an annualised salary that takes account of all hours worked including rostered overtime, hot seat change allowance, all penalties, annual leave loading, the base rate for ordinary hours of work for rostered public holidays, breaks and all other allowances that would otherwise be payable under the BCMI Award. "Base Salary" excludes any payments made under the Bonus Scheme.

"**BCMI Award**" means the *Black Coal Mining Industry Award 2010*.

"**BHPB**" means BHP Billiton Limited.

"**CEPU**" means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and its delegates.

"**CFMMEU**" means the Construction, Forestry, Maritime, Mining and Energy Union – Mining and Energy Division and its delegates.

"**Company**" means BHP Coal Pty Ltd.

"**Consult**" or "**Consultation**" means providing Employees with a genuine opportunity to influence and inform the decision making process over a significant or important issue. Consultation does not mean or imply that agreement must be sought or reached.

"**Contractor employee**" means a person:

- a) employed by a contractor engaged under a contract to deliver specified services; and
- b) who works under the direction and control of the contractor.

"**Employee**" means a person employed by BHP Coal Pty Ltd who is covered by this Agreement. It does not include a contractor employee or labour hire employee.

“**FWC**” means Fair Work Commission.

“**Labour Hire employee**” means a person:

- a) employed by a contractor engaged under a contract to provide and control labour hire; and
- b) is allocated tasks by a supervisor of the Company.

It does not include a Contractor employee.

“**NES**” means the National Employment Standards in Part 2 of the Act, as amended from time to time.

“**No loss of pay**” or “**without loss of pay**” means the Employee will be paid his or her Base Salary for the hours the Employee would have worked in accordance with his or her roster.

“**Non-EA employees**” or “**non-EA covered employees**” means employees who are not covered by this Agreement.

“**Non-working day**” means on any day on which an Employee, by virtue of the Employee’s roster, is never rostered to attend for rostered hours of work.

“**Rostered day off**” means any day on which an Employee, by virtue of the Employee’s roster, is not rostered to attend for rostered hours of work and does not include non-working days.

47.2 Service and Continuous service

“**Continuous Service**” means the period during which an Employee is employed by the Company in accordance with the terms and conditions of this Agreement, which counts for the purposes of accruing leave, calculating superannuation contributions, payment of Bonus or otherwise for the recognition of length of service under this Agreement.

Type of leave/absence	Continuous Service (does service count?)	Employment remains unbroken?
Annual leave under clause 22	Yes	Yes
Paid personal/carer’s leave under clause 23.2(a)	Yes	Yes
Unpaid personal/carer’s leave under clause 23.2(d)	Yes	Yes
Long service leave under clause 26	Yes	Yes
Compassionate leave under clause 24	Yes	Yes
Paid parental leave under clause 25	Yes	Yes
Unpaid parental leave under clause 25	No	Yes
Jury service leave under clause 27.3	Yes	Yes
Voluntary emergency management leave under clause 27.4	Yes	Yes
Military leave under clause 27.5	Yes	Yes
Council leave under clause 27.6	Yes	Yes
Leave without pay under clause 28 approved by the Company	Yes	Yes
Stand-down under clause 3.8	Yes	Yes
Paid suspension under clause 3.7	Yes	Yes
Approved unpaid Employee	Yes	Yes

Type of leave/absence	Continuous Service (does service count?)	Employment remains unbroken?
Representatives' Leave under clause 38		
Periods during which accident pay is payable under clause 19	Yes	Yes
Unpaid unauthorised leave which results in termination of employment	No	No
Unpaid unauthorised leave which does not result in termination of employment	No	Yes
Dismissed or terminated and re-employed by the Company within three months	Yes	Yes

Schedule 1

Apprentices & Trainees

1 Application

- 1.1 This Schedule will cover and apply to apprentices and trainees engaged by the Company at the Mines listed in clause 1.1(a) of this Agreement. The Mine Schedules to this Agreement also cover and apply to apprentices and trainees. However in the event of any inconsistency between this Schedule and the relevant Mine Schedule, the terms and conditions of this Schedule prevail.
- 1.2 The Company will continue to engage apprentices and trainees directly at its Goonyella Riverside and Peak Downs operations. However, this agreement does not cover any apprentices or trainees employed by other training providers such as GAGAL or MRAEL.
- 1.3 The following provisions of this Agreement do not apply to Apprentices and Trainees:
- (a) Training – clause 5.1;
 - (b) Career Development and Progression – clause 8;
 - (c) Bonus – clause 17;
 - (d) Termination of Employment – clause 30;
 - (e) Redundancy – clause 32;
 - (f) IDPR – clause 36.
- 1.4 The Company is committed to engaging youth Apprentices and Trainees from within the local communities in which the Company operates, subject to their meeting the Company's selection criteria, availability of suitable candidates and the Company's operational requirements.
- 1.5 The commitment at clause 1.4 above extends to:
- (a) Ensuring that local youth forms a majority of the apprenticeships and traineeships with the Company;
 - (b) Working with local schools to provide potential candidates with the support necessary to secure an apprenticeship or traineeship with the Company; and
 - (c) The Company will continue to transition to direct hire of Apprentices and Trainees during the life of this Agreement.

2 Apprenticeship and traineeship contracts

- 2.1 An apprenticeship or traineeship starts on the day agreed by the Company and the person who is to become the Company's Apprentice or Trainee.
- 2.2 The Company will engage Apprentices for a period of up to four years in accordance with the *Further Education and Training Act 2014 (QLD)* ('the FET Act'). During the first year of an apprenticeship, Apprentices will not be required to work night shift.

- 2.3 The Company will engage Trainees for a period of between 12 and 24 months in accordance with the FET Act, with the intention of achieving a minimum of four skills.
- 2.4 The Company may, at its discretion, engage school based apprentices and trainees.
- 2.5 The Company may, in accordance with Division 6 of the FET Act, cancel a Trainee or Apprentice training contract where an Apprentice or Trainee:
- (a) fails to perform work and/or training in accordance with the training contract (which includes failure to make reasonable progress);
 - (b) fails to attend work regularly with an insufficient reason;
 - (c) engages in serious misconduct; or
 - (d) fails a drug or alcohol test in accordance with the Mine policy, which will apply both on-site or where work or training is conducted off-site.
- 2.6 The Company may, in accordance with Division 7 of the FET Act and relevant Company policies and procedures, discipline a Trainee or Apprentice for misconduct through the relevant training council.
- 2.7 An Apprentice or Trainee whose training contract is cancelled will be entitled to access employee assistance program services for a period of six months following cancellation of his or her contract.

3 Apprentice and trainee streams

- 3.1 The Company may, at its discretion, engage Apprentices and Trainees in the following functions (and any other functions from time to time):

Apprenticeships	Traineeships
Mechanical	Coal Processing
Boilermaking	Production – Open Cut
Refrigeration	Tyre Bay
Auto-electrical	
Fitter/turner	
Mechanical fitter	
Electrical	
Diesel Fitter (DHEE)	

4 Mentors

The Company will select up to three mentors for Apprentices and three mentors for Trainees at each Mine from Employees who have expressed interest in performing the role of a mentor. Mentors' responsibility will be to:

- (a) Act as a point of contact for Apprentices and Trainees employed by the Company;
- (b) Provide coaching and guidance of a general nature; and

- (c) Assist with any issues that may affect Apprentices and Trainees' ongoing development.

5 Rotation of apprentices

- 5.1 Apprentices and Trainees may be required by the Company to perform work at any of the Mines referred to at clause 1.1 of this Schedule.
- 5.2 Apprentices and Trainees may be regularly rotated to:
 - (a) another functional work area (listed at clause 41 of this Agreement), at any time with reasonable notice;
 - (b) another Mine (listed at clause 1.1 of this Schedule) from year 2 onwards, with a minimum 28 days notice; or
 - (c) a host employer (other than BMA), with a minimum 28 days notice;in order to satisfy the requirements of the apprentice or trainee training plan.
- 5.3 The Company will attempt to minimise the need for an Apprentice or Trainee to rotate to a mine that requires relocation to another township. Where this is not possible and the Apprentice or Trainee is required to rotate to another Mine, the Company will provide all necessary assistance with relocation and accommodation to facilitate the arrangement. The Company will also assist the Apprentice or Trainee with arranging transport to and from work where the apprentice or trainee is under 18 years old.
- 5.4 Where an Apprentice or Trainee who has been required to rotate to another Mine has a genuine concern regarding that rotation, the matter will first be dealt with by discussion between the Apprentice or Trainee, a mentor and a Company representative. Failing this, the matter will be dealt with in accordance with the Dispute Settlement Procedure in this Agreement.

6 Training

- 6.1 If an Apprentice or Trainee has to travel for the purpose of attending a training course away from their normal place of work (including TAFE), the Company will arrange accommodation (inclusive of meals). The Company will 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

7 Host Employer / Secondment

- 7.1 Where an Apprentice is required in accordance with their training contract to work with a host employer or secondment, the Company will pay for all accommodation (inclusive of meals) for the period of time that Apprentice is with the host employer.
- 7.2 The Company will assist the Apprentice with reasonable relocation costs for the relocation of work equipment and tools.

8 Superannuation

- 8.1 The Company will make a contribution to each Apprentice and Trainee's chosen superannuation fund as follows:

Apprentices	Trainees	% of contribution specified at clause 18 of this Agreement
1st Year	1st 4 months	45%
2nd Year	2nd 4 months	60%
3rd Year	3rd 4 months	75%
4th Year	Thereafter	90%

Adult Apprentices	Adult Trainees	% of contribution specified at clause 18 of this Agreement
1st Year	1st 4 months	65%
2nd Year	2nd 4 months	75%
3rd Year	3rd 4 months	80%
4th Year	Thereafter	90%

- 8.2 All other Superannuation related conditions in clause 18 of this Agreement will apply.

9 Completion of contract

- 9.1 In order to satisfy the requirements of a training contract, Apprentices and Trainees are required to:
- Complete all necessary requirements imposed under the training plan;
 - Finalise all necessary competencies and training as directed by the Company;
 - Complete a final performance review with the nominated Company representative; and
 - Comply with Division 6 of the FET Act.
- 9.2 The Company will assist Apprentices in applying for and obtaining required trade licences upon satisfying the requirements in clause 9.1 of this Schedule.
- 9.3 The company may, at its discretion, appoint an external organisation (for example, MRAEL) to administer the training contract requirements pertaining to Apprentices and Trainees as detailed in clause 9.1 of this Schedule.

- 9.4 Apprentices and Trainees are entitled to the payment of accrued unused personal/carer's leave on completion of the training contract, in accordance with clause 23.8 of this Agreement.
- 9.5 The Company, on completion of an Apprenticeship or Traineeship, may at its discretion offer an Apprentice or Trainee employment with the Company at any Mine, including for a fixed-term.

10 Bonus

- 10.1 The Company will pay a bonus of:
- (a) \$10,276.88 to an Apprentice; or
 - (b) \$11,989.68 to an Adult Apprentice;
- on successful completion of each stage of their apprenticeship (eg when they progress from 1st Year to 2nd Year) in accordance with clause 9.1 of this Schedule.
- 10.2 The Company will pay a completion bonus of:
- (a) \$3,425.65 to a Trainee; or
 - (b) \$3,933.13 to an Adult Trainee;
- on successful completion of each stage of their traineeship (eg every four months) in accordance with clause 9.1 of this Schedule.
- 10.3 The completion bonuses at clause 10.1 and 10.2 of this Schedule will be paid:
- (a) In the next pay period after:
 - (1) progressing to the next stage of their apprenticeship or traineeship eg 1st Year to 2nd Year; or
 - (2) completion of their apprenticeship or traineeship; and
 - (b) in lieu of any Bonus payments under clause 17 of the Agreement.

11 Provision of tools for apprentices

- 11.1 Apprentices will be provided with toolkits (as determined by the Company and the mentors nominated under clause 4 of this Schedule) upon commencement of employment in addition to any Government allowance provided to that Apprentice.
- 11.2 Tools will be replaced in accordance with clause 33.4 of this Agreement.
- 11.3 Apprentices and Trainees will be supplied all equipment, as determined by the Company, necessary to satisfy the requirements of their training plan (eg calculators, textbooks, etc).
- 11.4 Other than those tools supplied in clause 11.1 of this Schedule, tools supplied by the Company remain the property of the Company.

12 Accommodation

- 12.1 The Company may provide accommodation in accordance with the local accommodation agreement.
- 12.2 Apprentices and Trainees who are required to work shift work will, upon presentation of a receipt, be able to access:
- (a) 'Bedroom blackout' reimbursement; and
 - (b) Reimbursement for the cost of one bedroom air-conditioner;
- once during the life of their apprenticeship or traineeship.

13 Community Development Training Program

- 13.1 Four-month fixed-term development opportunities will be offered to the youth in the local communities. These development opportunities will be based in the mining operations areas of the open cut Mines.
- 13.2 The opportunities at clause 13.1 of this Schedule will be offered at least 3 times per year.
- 13.3 Employees employed under this scheme will be paid at the rate of a '1st 4 month adult trainee' in accordance with clause 15.2 of this Schedule.

14 School-based apprentices

- 14.1 A school-based apprentice is a person undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- 14.2 The Base Salary set out at clause 15 of this Schedule 1 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 this Agreement.
- 14.3 For the purposes of clause 14.2, where a school-based apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over the semester or year.
- 14.4 The duration of the apprenticeship is as specified in a school-based apprentice's training agreement.

15 Classifications & rates of pay

15.1 Apprentices and Trainees are paid in accordance with the below table.

15.2 **Wage rates: Apprentices and Trainees**

Apprentices	Trainees	% of Base Salary (based on roster worked) as contained in the Mine Schedule per week
1st Year	1st 4 months	45%
2nd Year	2nd 4 months	60%
3rd Year	3rd 4 months	75%
4th Year	Thereafter	90%

Adult Apprentices	Adult Trainees	% of Base Salary (based on roster worked) per week
1st Year	1st 4 months	65%
2nd Year	2nd 4 months	75%
3rd Year	3rd 4 months	80%
4th Year	Thereafter	90%

16 Definitions

16.1 **Defined terms:**

“Adult Apprentice” means an apprentice who is 21 years of age or older at the commencement of their apprenticeship with the Company.

“Adult Trainee” means a trainee who is 21 years of age or older at the commencement of their traineeship with the Company.

“Apprentice” means an apprentice who is under 21 years of age at the commencement of their apprenticeship with the Company but does not include a school-based apprentice as defined under clause 14.1 of this Schedule 1. Notwithstanding that the apprentice may turn 21 years old during the course of their apprenticeship, they remain an “Apprentice” for the duration of their apprenticeship.

“Trainee” means a trainee who is under 21 years of age at the commencement of their traineeship with the Company. Notwithstanding that the trainee may turn 21 years old during the course of their traineeship, they remain a “Trainee” for the duration of their traineeship.

Schedule 2

Blackwater Mine

1 Application

In accordance with clause 1.5(b) of this Agreement, this Agreement will form the complete agreement covering all terms and conditions that apply to all Employees at Blackwater Mine.

2 Flood Procedure

- 2.1 These arrangements should be read in conjunction with clause 44 of this Agreement.
- 2.2 When any flood situation arises that is likely to affect an Employee's usual route from Blackwater Mine (via monitoring systems), the Company shall ensure that the affected Employees are transported from or given ample opportunity to travel from their workplace to:
- (a) their usual place of residence in Blackwater; or
 - (b) to a venue in Blackwater with appropriate amenities where alternative activities may be made available (eg training).
- 2.3 When it becomes apparent that heavy rain may produce a flood situation that will affect access to and from the Mine as per clause 2.2 above, management and mines rescue member/s will ensure that the situation is closely monitored.
- 2.4 If the main accesses from the Mine are cut before clause 2.2 occurs, work will cease for on shift Employees. Employees will be paid as if at work for the duration of that shift. Overtime rates will then apply for subsequent hours spent at the Mine.
- 2.5 The decision to evacuate the Mine will be made by the General Manager (SSE) or designate.

3 Recognised Show Holiday

The recognised show holiday as per clause 21.1 of this Agreement for Blackwater Mine will be the Central Highlands Regional Council public holiday for schools in Blackwater, unless agreed otherwise.

4 Mechanical Safety Representative

The permanent maintenance Employees at Blackwater Mine will annually elect one mechanical tradesperson from their numbers who will be designated as a "Mechanical Safety Representative". This position will be notified to the Site Senior Executive unless already appointed as a Site Safety and Health Representative. Where requested by the Site Safety and Health Representative/s, the Mechanical Safety Representative shall be

given the necessary time to assist with investigations relating to mechanical safety incidents. The relevant supervisor shall be notified of this request by the Site Safety and Health Representative.

5 Hot Seat Change & Tolerance Time

Rosters that include a hot seat changeover / effective shift changeover do not include tolerance time. Employees working these rosters are required to work the full shift duration, however normal practice will be that Employees will be allowed to leave the site once the effective hot seat changeover / effective shift changeover has been completed. Tolerance time of seven minutes applies to other rosters.

6 Christmas Function

- 6.1 There will be a Christmas function for the Mine. A committee of Employee Representatives will be allowed reasonable time off on a no loss of earnings basis for the purposes of organising this function.
- 6.2 When determining the date for the Christmas Function, the organising committee will review the date and corresponding rosters from the previous year so as to minimise the number of Employees who will be rostered for work on the date of the Christmas Function in successive years.

7 Tools

- 7.1 The Company shall continue to supply tools customarily supplied by them.
- 7.2 An annual tool allowance for trades people shall be paid in the first pay period after 1st of July each year. In the first year of the Agreement, the allowance paid will be \$748. In the second year of the Agreement, the allowance paid will be \$759. In the third year of the Agreement, the allowance paid will be \$770. In the fourth year of the Agreement and any subsequent years this Agreement operates, the allowance paid will be \$782.
- 7.3 On loss or damage tradespersons tools can be replaced according to the following procedure:
 - (a) The tradesperson involved gives full details to their supervisor.
 - (b) The supervisor will assess the claim to see whether it is valid.
 - (c) If the supervisor declares that the claim is valid then the tool/s will be replaced.
- 7.4 The Company's liability for such tools shall be limited to such tools of trade as are ordinarily required for the performance of the Employees' duties.

8 Youth Production Trainees

- 8.1 This clause is to be read in conjunction with Schedule 1 of this Agreement.
- 8.2 The Company will engage a minimum of three Youth Production Trainees per year under this Agreement. The Trainees will be engaged for a two year term.

9 Mining Department Short Term Trainees

- 9.1 These positions are intended to provide an opportunity for people from the local Blackwater area to gain entry level experience for the coal industry.
- 9.2 These positions are also intended to assist with coverage of permanent Employees' annual leave during the Christmas period.
- 9.3 Applicants who are unsuccessful as part of other programs contained within this Agreement will be encouraged to apply for these positions also.
- 9.4 The Company will employ four production Trainees per annum for a six month period. During this period Trainees will gain a minimum of one mobile equipment competency (eg rear dump truck). The Youth Production Trainee Mentor shall be utilised for the selection process.
- 9.5 Payment for the short term trainees will be
- (a) First year production trainee rates for the first three months;
 - (b) Relevant Base Salary for the roster worked for the second three months; and
 - (c) 100% of the weekly bonus.
- 9.6 If the competency is not able to be achieved in the first three months of employment then ongoing employment will be reviewed by the parties.
- 9.7 Employment will be terminated at the conclusion of the six months traineeship.

10 Starting and Finishing Places

The designated starting and finishing places at Blackwater Mine are:

- (a) Production/Mining Areas – applicable start up rooms;
- (b) CHPP/s – start up rooms;
- (c) Drill/Blast operations – start up room;
- (d) Maintenance – applicable start up rooms; or
- (e) Any other location in accordance with clause 12 of the Agreement.

11 Salaries

Roster Type	Description	Year 1		Year 2		Year 3		Year 4	
		Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual
BLACKWATER EMPLOYEES									
7MI12.5	7 DR 12.5hr DN Rotating	\$3,074.12	\$159,854	\$3,120.23	\$162,252	\$3,167.04	\$164,686	\$3,214.54	\$167,156
7MT12.25	7 DR 12.25hr DN Rotating	\$2,995.43	\$155,762	\$3,040.36	\$158,098	\$3,085.96	\$160,470	\$3,132.25	\$162,877
7MT12.0	7 DR 12hr DN Rotating	\$2,913.91	\$151,523	\$2,957.62	\$153,796	\$3,001.99	\$156,103	\$3,047.02	\$158,445
7MT12PD	7 DR 12hr D/S	\$2,823.95	\$146,846	\$2,866.31	\$149,049	\$2,909.31	\$151,285	\$2,952.95	\$153,554
5MT12PD	M-F 12hr D/S - Field Mtce (Rostered PHs Not Worked)	\$2,242.19	\$116,593	\$2,275.82	\$118,342	\$2,309.96	\$120,117	\$2,344.61	\$121,919
5MT10PD	M-F 4x10hr D/S (Rostered PHs Not Worked)	\$2,011.56	\$104,601	\$2,041.73	\$106,170	\$2,072.36	\$107,762	\$2,103.44	\$109,379
5DD8	M-F 8hr D/S	\$1,929.78	\$100,348	\$1,958.73	\$101,853	\$1,988.11	\$103,381	\$2,017.93	\$104,932

Overtime - hourly rate	
Year 1	\$86.15
Year 2	\$87.45
Year 3	\$88.76
Year 4	\$90.09

Base hourly rate	
Year 1	\$43.08
Year 2	\$43.72
Year 3	\$44.38
Year 4	\$45.04

Note: The base hourly rates above are indicative only and have no practical effect.

Goonyella Riverside Mine

1 Application

In accordance with clause 1.5(b) of this Agreement, this Agreement will form the complete agreement covering all terms and conditions that apply to all Employees at Goonyella Riverside Mine.

2 Starting and Finishing Places

The designated starting and finishing places at Goonyella Riverside are:

- (a) The Mine Operations Office;
- (b) The Preparation Plant 1;
- (c) The Preparation Plant 2;
- (d) The Workshops; or
- (e) Any other location in accordance with clause 12 of the Agreement.

3 Minesite Incentive

The Goonyella Riverside minesite safety incentive scheme (as amended by agreement of the Parties from time to time) will continue throughout the life of this Agreement.

4 Work Breaks

On 10 hour shifts, Employees will be able to avail themselves of a rest pause (maximum of 15 minutes), provided that it does not interfere with the operation. The Company will provide condiments for work breaks.

5 Single Day Absences

Employees may elect to make use of up to five single days annual leave credits per annum for approved absences from work. An Employee utilising a planned personal absence day must organise the absence and submit a leave form with their Supervisor at least two working days prior to the planned absence. Payment for approved absences shall be made as if the Employee was on annual leave.

Where an Employee is unable to submit a leave form prior to taking leave due to an emergency situation, the Employee must submit the completed form before recommencing work.

6 Gym Membership

Goonyella Riverside Mine will pay gym membership fees for Employees employed at the Goonyella Riverside mine, their spouses and immediate dependants who attend the Moranbah gym.

7 Work Clothing

The Company will continue to stock safety helmets, hearing protection, gloves, boilermakers protective clothing and safety glasses. Clothing will be replaced on a fair wear and tear basis.

The Company will continue to supply two pairs of prescription glasses or one pair of transitional glasses to Employees that require the use of prescription glasses to perform their duties.

Overalls will be supplied by the Company where the Employee is required to work in areas of excessive grease and oil.

8 Tools

Employees are required to supply their own tools of trade. On loss or damage, Employee tools can be replaced according to the following procedure:

- (a) The Employee involved gives full details to their supervisor.
- (b) The supervisor assesses the claim to see whether it is valid.
- (c) If the supervisor declares that the claim is valid, the tools will be replaced.

The Company's liability for replacement of such tools shall be limited to the tools of trade as are ordinarily required for the performance of the Employee's duties.

9 Shift changeover

The purpose of a shift changeover is to:

- (a) pass over operational and safety information concerning the shift, including work completed during the shift and the status of work to be handed over;
- (b) where necessary, effect a hot seat change; and
- (c) travel to start/finish place.

Shift changeovers will occur at the Company's direction and will be conducted to maximise continuous operations.

Employees will be allowed to leave the site once the hot seat changeover / effective shift changeover has been completed.

If the shift changeover is completed in less time than that prescribed under the roster, there will be no deduction of salary. If the time required to effect the shift changeover is more than the time prescribed, there will be no additional payments unless authorised by the department manager.

10 Flood procedure

In addition to clause 44 of the Agreement:

- (a) Where it appears likely that creeks may overflow near the Mine (eg access from Moranbah to Goonyella Riverside Mine), the SSE or their designate will designate an Employee who will monitor the creek levels and report back to the SSE or their designate.
- (b) Any decision to evacuate all or part of the Mine will be made by the SSE or their designate.
- (c) In the event that an Employee is sent home due to flooding, they will be paid in accordance with their roster.
- (d) Should an Employee leave site without authorisation in accordance with clause 10(b) of this Schedule, they will not receive payment for the remainder of their rostered shift.
- (e) In the event that a creek near the Mine is flooded, Employees who are rostered to work are required to make themselves available for work at a location designated by the SSE or their designate.
- (f) In lieu of the arrangements provided for in clause 44.2 of this Agreement, if an Employee is unable to make him or herself available at the location designated under clause 10(e), the Employee will be required to take annual leave unless the Employee:
 - (1) requests to take leave without pay; or
 - (2) does not have sufficient accrued annual leave, in which case the Employee will take leave without pay.

11 Salaries

Roster Type	Description	Year 1		Year 2		Year 3		Year 4	
		Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual
GOONYELLA PRODUCTION EMPLOYEES									
7PR12.67	7DR D/N 12.67 HR	\$3,163.96	\$164,525	\$3,211.42	\$166,993	\$3,259.59	\$169,498	\$3,308.48	\$172,041
7PR12.5	7DR D/N 12.50 HR	\$3,086.78	\$160,512	\$3,133.08	\$162,920	\$3,180.08	\$165,364	\$3,227.78	\$167,844
7PR12.25	7DR D/N 12.25 HR	\$2,963.34	\$154,093	\$3,007.79	\$156,405	\$3,052.91	\$158,751	\$3,098.70	\$161,132
7PR12.5D	7DR DAYS 12.50 HR	\$2,854.53	\$148,436	\$2,897.34	\$150,662	\$2,940.80	\$152,922	\$2,984.92	\$155,216
7PR12.25D	7DR DAYS 12.25 HR	\$2,739.57	\$142,457	\$2,780.66	\$144,594	\$2,822.37	\$146,763	\$2,864.71	\$148,964
7PR12D	7DR DAYS 12 HR	\$2,624.65	\$136,482	\$2,664.02	\$138,529	\$2,703.98	\$140,607	\$2,744.54	\$142,716
5PR44	DAY 44 HR WK	\$2,262.98	\$117,675	\$2,296.93	\$119,440	\$2,331.38	\$121,232	\$2,366.35	\$123,050
5PR40	DAY 40 HR WK	\$1,913.29	\$99,491	\$1,941.98	\$100,984	\$1,971.11	\$102,498	\$2,000.68	\$104,036

Roster Type	Description	Year 1		Year 2		Year 3		Year 4	
		Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual
GOONYELLA ENGINEERING EMPLOYEES									
7EN12.5	7 DR D/N 12.5 HR	\$3,180.07	\$165,364	\$3,227.77	\$167,844	\$3,276.18	\$170,362	\$3,325.33	\$172,917
7EN12.25	7 DR D/N 12.25 HR	\$3,050.65	\$158,633	\$3,096.41	\$161,013	\$3,142.86	\$163,428	\$3,190.00	\$165,879
7EN12D	7 DR DAYS 12	\$2,702.37	\$140,523	\$2,742.90	\$142,631	\$2,784.05	\$144,770	\$2,825.81	\$146,942
5EN44	DAY 44 HR WK	\$2,335.89	\$121,466	\$2,370.93	\$123,288	\$2,406.49	\$125,137	\$2,442.59	\$127,014
5EN40	DAY 40 HR WK	\$1,977.48	\$102,829	\$2,007.15	\$104,371	\$2,037.25	\$105,937	\$2,067.81	\$107,526
7DD12.5	7DR DAYS 12.50 HR	\$2,942.23	\$152,996	\$2,986.36	\$155,291	\$3,031.16	\$157,620	\$3,076.63	\$159,985
7DD12.25	7DR DAYS 12.25 HR	\$2,819.87	\$146,633	\$2,862.17	\$148,832	\$2,905.10	\$151,065	\$2,948.68	\$153,331

Overtime - hourly rate	
Year 1	\$89.16
Year 2	\$90.49
Year 3	\$91.85
Year 4	\$93.23

Base hourly rate		
	Production Employees	Engineering Employees
Year 1	\$43.48	\$44.58
Year 2	\$44.13	\$45.25
Year 3	\$44.80	\$45.93
Year 4	\$45.47	\$46.62

Note: The base hourly rates above are indicative only and have no practical effect.

In accordance with clause 11.11(c) of this Agreement, this Schedule has an arrangement whereby an Employee who works an alternate day work roster, will have eight hours annual leave credited to their entitlement for each day where an RDO falls on a gazetted public holiday.

12 Assistance following business changes

For Employees affected by a business change that results in a reduction of earnings, upon receipt of an invoice, a payment of up to \$550 will be provided for any financial advice obtained.

Schedule 4

Norwich Park Mine

1 Application

In accordance with clause 1.5(b) of this Agreement, this Agreement will form the complete agreement covering all terms and conditions that apply to all Employees at Norwich Park Mine.

2 Rosters and Hours of Work

- 2.1 The shift lengths and rosters worked at Norwich Park include, but are not limited to:
- (a) 12.5 hour shifts 5 day roster (day/night)
 - (b) 12.5 hour shifts 7 day roster (day/night)
 - (c) 12.25 hour shifts 7 day roster (day/night)
 - (d) 12.25 hour shifts 5 day roster (day/night)
 - (e) 12.25 hour shifts 7 day roster (Permanent days)
 - (f) 12.25 hour shifts 5 day roster (Mon-Fri) (Permanent day)
 - (g) 12 hour shifts 5 day roster – 48 hrs per week (Mon-Fri) (day/night) (Permanent day) (Permanent night)
 - (h) 10 hour shifts 5 day roster – 40 hrs per week (Mon-Fri) (Permanent day)
 - (i) 12 hour shifts 7 day roster - (Permanent day)
- 2.2 An Employee working 8 or 10 hour rosters will be required to commence a crib break within a flexible window 3-5 hours after commencing work.
- 2.3 Employees on 12 hour shifts will have two 30 minute breaks with flexible windows 3-5 hours and then 7-9 hours into the shift. However, where there is a specific task that takes an Employee beyond these windows, they will, by agreement, complete the task. There is no smoko or tolerance time.

3 Overtime

Where overtime is worked on a RDO, a minimum duration of four hours' overtime payment will apply.

4 Allowances

4.1 Heat Allowance

An annual heat allowance will be paid to boilermakers working a roster contained in this Schedule in May each year. The first payment will be \$681. The second payment will be \$691. The third payment will be \$701. The fourth (and any subsequent) payment will be \$712.

4.2 Tool Allowance

An annual tool allowance will be paid to all engineering Employees working a roster contained in this Schedule in May each year. The first payment will be \$885. The second payment will be \$898. The third payment will be \$911. The fourth (and any subsequent) payment will be \$925.

5 Gym Membership

The Company will pay gym membership fees for Employees employed at the Norwich Park Mine and their spouses and immediate dependants who attend the Dysart gym.

6 Flood procedure

In addition to clause 44 of the Agreement:

- (a) Where it appears likely that creeks may overflow near the Mine (eg access from Dysart to Norwich Park Mine), the SSE or their designate will designate an Employee who will be responsible for monitoring the creek levels and will report back to the SSE or their designate.
- (b) Any decision to evacuate all or part of the Mine will be made by the SSE or their designate.
- (c) In the event that an Employee is sent home due to flooding, they will be paid in accordance with their roster.
- (d) Should an Employee leave site without authorisation in accordance with clause 6(b) of this Schedule, they will not receive payment for the remainder of their rostered shift.
- (e) In the event that a creek near the Mine is flooded, Employees who are rostered to work are required to make themselves available for work at a location designated by the SSE or their designate.

7 Dysart Fire Brigade Training

7.1 Where an Employee is a member of the Dysart Fire Brigade, and is required to attend compulsory training as confirmed by the Fire Captain on days that they are rostered to work, the Employee will be able to access a maximum of 5 training days per annum.

7.2 The Employee must notify the Company as soon as possible of the date/s which they are required to attend the training. Training will only be approved by the Employee's supervisor where the operations of the Mine will not, in the Company's opinion, be affected by the granting of leave at that time.

- 7.3 An Employee, who attends fire service training during the hours which would have normally been worked, will be paid the difference between:
- (a) The Base Salary which would have been if he/she would have worked; and
 - (b) The amount paid to the Employee by the fire service.
- 7.4 The Employee must prove to the Company that the training was attended (including the duration of attendance) and the amount paid by the fire service.

8 Starting and Finishing Places

- 8.1 The designated starting and finishing places at Norwich Park Mine are:
- (a) Mining Office;
 - (b) Preparation Plant;
 - (c) Workshops;
 - (d) Campbell Pit;
 - (e) Lotus Pit (which will include bath house, a limited number of covered car parks (15-20) and sealed access); or
 - (f) Any other location in accordance with clause 12 of the Agreement.

9 Shift changeover

The purpose of a shift changeover is to:

- (a) pass over operational and safety information concerning the shift, including work completed during the shift and the status of work to be handed over;
- (b) where necessary, effect a hot seat change; and
- (c) travel to start/finish place.

Shift changeovers will occur at the Company's direction and will be conducted to maximise continuous operations.

Employees will be allowed to leave the site once the hot seat changeover / effective shift changeover has been completed.

If the shift changeover is completed in less time than that prescribed under the roster, there will be no deduction of salary. If the time required to effect the shift changeover is more than the time prescribed, there will be no additional payments unless authorised by the department manager.

10 Dragline Training Program

- 10.1 At the Company's discretion, Employees may be offered opportunities to train and become competent in dragline operations.
- 10.2 Opportunities will be made available to Employees in accordance with clause 8.1(d) of this Agreement.
- 10.3 Employees participating in this training program will continue to be paid their normal Base Salary.

- 10.4 Subject to the Company's operational requirements, Employees working in the dozer push area will be trained with dragline support skills eg cable tractor cable handler, cable handling familiarisation of dragline to assist with positioning and deadheading.

11 Local Development Training Program

- 11.1 Consistent with clause 13 of Schedule 1, the Company will employ three production trainees per annum for a four month period. These positions are intended to provide an opportunity for people from the local area to gain entry level experience for the coal industry.
- 11.2 The terms and conditions of employment for production trainees are covered under Schedule 1 of this Agreement. Payment of trainees will be in accordance with clause 13.3 of Schedule 1.
- 11.3 Trainees hired as part of this program are not entitled to Company-provided accommodation.
- 11.4 The Company will be responsible for the selection process for this training program.

12 Mining Traineeships

- 12.1 The Company will offer 18 month mining traineeships, with up to six trainees engaged at any one time.
- 12.2 The terms and conditions of employment for mining trainees are covered under Schedule 1 of this Agreement.

13 Salaries

Roster Type	Description	Year 1		Year 2		Year 3		Year 4	
		Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual
NORWICH PARK MINING EMPLOYEES									
7MI12.5	7DR D/N 12.5	\$3,131.82	\$162,855	\$3,178.80	\$165,298	\$3,226.48	\$167,777	\$3,274.88	\$170,294
5MI12.5	5DR D/N 12.5	\$2,235.10	\$116,226	\$2,268.63	\$117,969	\$2,302.66	\$119,739	\$2,337.20	\$121,535
7BLST12	7DR PD 5/4/4/5 12	\$2,673.13	\$139,003	\$2,713.23	\$141,088	\$2,753.93	\$143,205	\$2,795.24	\$145,353
5MB12PD	5DR PD 12 x 4	\$2,375.35	\$123,518	\$2,410.98	\$125,371	\$2,447.15	\$127,252	\$2,483.86	\$129,161
NORWICH PARK COAL PROCESSING EMPLOYEES									
7CP12.25	7DR D/N 12.25	\$2,970.19	\$154,451	\$3,014.75	\$156,767	\$3,059.97	\$159,119	\$3,105.87	\$161,506
NORWICH PARK MAINTENANCE EMPLOYEES									
7MA12.25	7DR D/N 12.25	\$2,976.10	\$154,757	\$3,020.74	\$157,078	\$3,066.05	\$159,435	\$3,112.05	\$161,826
5M12.25D	5DR PD 12.25	\$1,953.76	\$101,595	\$1,983.07	\$103,119	\$2,012.82	\$104,666	\$2,043.01	\$106,236
7MM12	7DR PD 12 x 4	\$2,692.90	\$140,030	\$2,733.29	\$142,131	\$2,774.29	\$144,263	\$2,815.90	\$146,427
E5M8	5DR PD 10 HR	\$1,873.30	\$97,412	\$1,901.40	\$98,873	\$1,929.92	\$100,356	\$1,958.87	\$101,861
7MM12.25	7DR PD 5/4/4/5 12.25	\$2,773.70	\$144,233	\$2,815.31	\$146,396	\$2,857.54	\$148,592	\$2,900.40	\$150,821

Overtime - hourly rate	
Year 1	\$91.61
Year 2	\$92.99
Year 3	\$94.38
Year 4	\$95.80

Base hourly rate	
Year 1	\$42.94
Year 2	\$43.59
Year 3	\$44.24
Year 4	\$44.91

Note: The base hourly rates above are indicative only and have no practical effect.

Schedule 5

Peak Downs Mine

1 Application

In accordance with clause 1.5(b) of this Agreement, this Agreement will form the complete agreement covering all terms and conditions that apply to all Employees at Peak Downs Mine.

2 Starting and Finishing Places

The designated starting and finishing places at Peak Downs Mine are:

- (a) The mining office;
- (b) The workshop;
- (c) The CPP; and
- (d) Any other location in accordance with clause 12 of the Agreement.

3 Shift changeover

The purpose of a shift changeover is to:

- (a) pass over operational and safety information concerning the shift, including work completed during the shift and the status of work to be handed over;
- (b) where necessary, effect a hot seat change; and
- (c) travel to start/finish place.

Shift changeovers will occur at the Company's direction and will be conducted to maximise continuous operations.

Employees will be allowed to leave the site once the hot seat changeover / effective shift changeover (as directed by the Company) has been completed.

If the shift changeover is completed in less time than that prescribed under the roster, there will be no deduction of salary. If the time required to effect the shift changeover is more than the time prescribed, there will be no additional payments unless authorised by the department manager.

4 No Minimum Manning

There shall be no minimum manning prescribed for the mine, department, work area, or for any piece of plant or equipment.

5 Gym Membership

The Company will pay gym membership fees for Employees employed at the Peak Downs Mine, their spouses and their immediate dependants who attend the Moranbah gym.

6 Tools

Employees are required to supply their own tools of trade up to 19mm. The Company will supply tools over and above 19mm.

On loss or damage, Employee tools can be replaced according to the following procedure:

- (a) The Employee involved gives full details to their supervisor.
- (b) The supervisor assesses the claim to see whether it is valid.
- (c) If the supervisor declares that the claim is valid, the tools will be replaced.

The Company's liability for replacement of such tools shall be limited to the tools of trade as are ordinarily required for the performance of the Employee's duties.

7 Flood procedure

In accordance with clause 44 of this Agreement and unless otherwise communicated by the Company, the following will apply:

- (a) Where it appears likely that creeks may overflow near the Mine (eg access from Moranbah to Peak Downs Mine), the SSE or their designate will designate an Employee who will monitor the creek levels and report back to the SSE or their designate.
- (b) Any decision to evacuate all or part of the Mine will be made by the SSE or their designate.
- (c) In the event that an Employee is sent home due to flooding they will be paid in accordance with their roster.
- (d) Should an Employee leave site without authorisation in accordance with clause 7(b) of this Schedule, they will not receive payment for the remainder of their rostered shift.
- (e) In the event that a creek near the Mine is flooded, Employees who are rostered to work are required to make themselves available for work at a location designated by the SSE or their designate.

8 Relief Staff Roles

Relieving Employees shall only be paid for actual hours worked. There shall not be any additional allowance paid for relieving or a payment made for hours not actually worked.

9 Non-work related injury or illness

Rehabilitation for Employees suffering from a non-work related injury or illness is not compulsory. However, if the medical practitioner recommends a return to work on alternate / suitable duties, and adequate alternate / suitable duties are available, a program will be developed and managed in the same manner as a work-related injury / illness.

The appropriate medical certification and clearance certificates will also be required.

10 Salaries

Description	Year 1		Year 2		Year 3		Year 4	
PEAK DOWNS EMPLOYEES								
	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual
7DR D/N 12.50 HR	\$3,072.49	\$159,769	\$3,118.57	\$162,166	\$3,165.35	\$164,598	\$3,212.83	\$167,067
7DR D/N 12.25 HR	\$3,011.11	\$156,578	\$3,056.28	\$158,927	\$3,102.12	\$161,311	\$3,148.65	\$163,730
7DR D/N 12 HR	\$2,949.23	\$153,360	\$2,993.47	\$155,661	\$3,038.38	\$157,996	\$3,083.95	\$160,366
7DR DAYS 12.25 HR	\$2,936.48	\$152,697	\$2,980.52	\$154,987	\$3,025.23	\$157,312	\$3,070.61	\$159,672
7DR DAYS 12HR (4,5,5,4)	\$2,888.79	\$150,217	\$2,932.12	\$152,470	\$2,976.11	\$154,757	\$3,020.75	\$157,079
7DR DAYS 12.50 HR	\$2,986.00	\$155,272	\$3,030.79	\$157,601	\$3,076.25	\$159,965	\$3,122.39	\$162,364
7DR DAYS 10.25 HR	\$2,250.74	\$117,039	\$2,284.50	\$118,794	\$2,318.77	\$120,576	\$2,353.55	\$122,385
7DR N/D 12.50HR	\$3,072.49	\$159,769	\$3,118.57	\$162,166	\$3,165.35	\$164,598	\$3,212.83	\$167,067
5DR DAYS 9 HR	\$2,250.74	\$117,039	\$2,284.50	\$118,794	\$2,318.77	\$120,576	\$2,353.55	\$122,385
5DR D/N 9 HR	\$2,748.06	\$142,899	\$2,789.28	\$145,042	\$2,831.12	\$147,218	\$2,873.59	\$149,426
5DR DAYS 8 HR	\$2,097.89	\$109,090	\$2,129.36	\$110,727	\$2,161.30	\$112,387	\$2,193.72	\$114,073
5DR 8/12.25 HR DAYS	\$2,475.96	\$128,750	\$2,513.10	\$130,681	\$2,550.80	\$132,641	\$2,589.06	\$134,631
4 DAY 12.25 HR	\$2,936.48	\$152,697	\$2,980.52	\$154,987	\$3,025.23	\$157,312	\$3,070.61	\$159,672

	Average weekly hrs	Hourly Paid				Base Rate			
		Year 1	Year 2	Year 3	Year 4	Year 1	Year 2	Year 3	Year 4
7DR D/N 12.50 HR	43.75	\$70.23	\$71.28	\$72.35	\$73.44	\$45.42	\$46.10	\$46.79	\$47.50
7DR D/N 12.25 HR	42.875	\$70.23	\$71.28	\$72.35	\$73.44	\$45.42	\$46.10	\$46.79	\$47.50
7DR D/N 12 HR	42	\$70.22	\$71.27	\$72.34	\$73.43	\$45.42	\$46.10	\$46.79	\$47.50
7DR DAYS 12.25 HR	42.875	\$68.49	\$69.52	\$70.56	\$71.62	\$45.81	\$46.49	\$47.19	\$47.90
7DR DAYS 12 HR (4,5,5,4)	42	\$68.78	\$69.81	\$70.86	\$71.92	\$46.62	\$47.32	\$48.03	\$48.75
7DR DAYS 12.50 HR	43.75	\$68.25	\$69.27	\$70.31	\$71.37	\$45.42	\$46.10	\$46.79	\$47.50
7DR DAYS 10.25 HR	35.875	\$62.74	\$63.68	\$64.63	\$65.60	\$46.62	\$47.32	\$48.03	\$48.75
7DR N/D 12.50HR	43.75	\$70.23	\$71.28	\$72.35	\$73.44	\$45.42	\$46.10	\$46.79	\$47.50
5DR DAYS 9 HR	45	\$52.30	\$53.09	\$53.88	\$54.69	\$48.78	\$49.51	\$50.26	\$51.01
5DR D/N 9 HR	45	\$61.07	\$61.99	\$62.92	\$63.86	\$46.62	\$47.32	\$48.03	\$48.75

5DR DAYS 8 HR	40	\$52.45	\$53.23	\$54.03	\$54.84	\$51.21	\$51.97	\$52.75	\$53.55
5DR 8/12.25 HR DAYS	44.75	\$55.33	\$56.16	\$57.00	\$57.85	\$51.21	\$51.97	\$52.75	\$53.55
4 DAY 12.25 HR	42.875	\$68.49	\$69.52	\$70.56	\$71.62	\$45.81	\$46.49	\$47.19	\$47.90

Note: The base hourly rates above are indicative only and have no practical effect.

Overtime - hourly rate	
Year 1	\$87.67
Year 2	\$88.98
Year 3	\$90.32
Year 4	\$91.67

Saraji Mine

1 Application

In accordance with clause 1.5(b) of this Agreement, this Agreement will form the complete agreement covering all terms and conditions that apply to all Employees at Saraji Mine.

2 Starting and Finishing Places

The designated starting and finishing places for Saraji Mine are:

- (a) Maintenance – at the respective workshop;
- (b) Production Mining – at the Production Mining offices
- (c) Production Processing – at the Production Processing offices
- (d) Production Prestrip – at the Production Prestrip offices; or
- (e) Any other location in accordance with clause 12 of the Agreement.

3 Rosters and Hours of Work

3.1 The shift lengths and rosters worked at Saraji include, but are not limited to:

- (a) 12.25 / 12.5 hour shifts 7 day roster (day/night)
- (b) 12.25 / 12.5 hour shifts 7 day roster (day)
- (c) 12.25 / 12.5 hour shifts 4 on 4 off (day)
- (d) 12.25 hour shift 4 on 2 off 4 on 6 off (day)
- (e) 12.25 hour (days – average 3.33/week)
- (f) 10.5 hour shift Monday-Thursday (day)
- (g) 12.25 hour shift Monday-Thursday 4 on 4 off 3 on 3 off (day)
- (h) 8 hour shift Monday-Friday (day)
- (i) 12.25 hour Y and Z crews 4 on 4 off 3 on 3 off (day)

- 3.2 Employees working a 12.5 hour shift roster will be required to perform a hot seat changeover.

4 Shift Swaps and Changes

4.1 Shift Swaps

The Company will allow shift swaps by arrangement between Employees, subject to prior approval of their Supervisor, providing the Employees are of equivalent skills levels that will not adversely impact the operation.

Employees can owe to a maximum of three shifts however, in any event, shifts owed must be cleared within two months by the Employee with whom the shift was swapped, consistent with hours of work and fatigue management requirements.

4.2 Shift Changes

Employees seeking a permanent transfer to another shift should discuss the reasons with their supervisor. Consideration will be given, taking into account, vacancies, individual skills and skills of the shifts and work performance, subject to superintendent and/or department manager approval. Any reason for refusal will be provided.

5 Tools

- 5.1 Engineering Trade Employees are only required to provide their basic hand tools of trade including:
- (a) up to 1" (25mm) ring/open end spanners; and
 - (b) up to ½" (13mm) drive 1" (25mm) sockets).
- 5.2 The Company shall continue to supply any additional tools over and above those listed in clause 5.1 of this Schedule.
- 5.3 On loss or damage, Employee tools can be replaced according to the following procedure:
- (a) The Employee involved gives full details to their supervisor.
 - (b) The supervisor assesses the claim to see whether it is valid.
 - (c) Subject to the approval of the department Superintendent/Manager, the tools will be replaced. Provided that the Company's liability for such tools shall be limited to such tools outlined in clause 5.1 of this Schedule.

6 Gym Membership

The Company will pay gym membership fees for Employees employed at the Saraji Mine and their spouses and immediate dependants who attend the Dysart gym.

7 Leading Hands (Electrical and Maintenance)

- 7.1 The Company may appoint electrical and maintenance Employees as Leading Hands subject to a written offer and signed acceptance. Appointments will be made by the SSE, subject to suitability, competence and appropriate authorisations.
- 7.2 Leading Hands will be required to hold appropriate supervisor competencies to perform the following duties in addition to their usual tasks:
- (a) Inspection of work areas in respect of basic safety and environmental standards.
 - (b) Scheduling, planning and allocating immediate tasks on a daily basis, as instructed by supervisory personnel.
 - (c) Supervision, including the performance of work to defined standards and the identification of unsatisfactory work, but not the imposition of discipline or penalties.
 - (d) Communications with Supervisors and crews.
 - (e) Inputting of shift data.
- 7.3 In normal circumstances, Leading Hands will not work additional hours for the purpose of performing the Leading Hand role.
- 7.4 Leading Hands will be paid an allowance of \$91.35 per week.

8 Dysart Fire Brigade Training

- 8.1 Where an Employee is a member of the Dysart Fire Brigade, and is required to attend compulsory training as confirmed by the Fire Captain on days that they are rostered to work, the Employee will be able to access a maximum of 5 training days per annum.
- 8.2 The Employee must notify the Company as soon as possible of the date/s which they are required to attend the training. Training will only be approved by the Employee's supervisor where the operations of the Mine will not, in the Company's opinion, be affected by the granting of leave at that time.
- 8.3 An Employee, who attends fire service training during the hours which would have normally been worked, will be paid the difference between:
- (a) The Base Salary which would have been if he/she would have worked; and
 - (b) The amount paid to the Employee by the fire service.
- 8.4 The Employee must prove to the Company that the training was attended (including the duration of attendance) and the amount paid by the fire service.

9 Flood Procedure

In accordance with clause 44 of this Agreement and unless otherwise communicated by the Company, the following will apply:

- (a) Where it appears likely that creeks may overflow near the Mine (eg access from Dysart to Saraji Mine), the SSE or their designate will nominate an Employee who will be responsible for monitoring the creek levels and will report back to the SSE or their designate.

- (b) Any decision to evacuate all or part of the Mine will be made by the SSE or their designate.
- (c) In the event that an Employee is sent home due to flooding they will be paid in accordance with their roster.
- (d) Should an Employee leave site without authorisation in accordance with clause 10(b) of this Schedule, they will not receive payment for the remainder of their rostered shift.
- (e) In the event that a creek near the Mine is flooded, Employees who are rostered to work are required to make themselves available for work at a location designated by the SSE or their designate.

10 Work breaks

Breaks will be taken in accordance with clause 20 of this Agreement. In addition:

- (a) Any work breaks are inclusive of wash up and preparation time (ie there is no tolerance time) and exclusive of travelling time to and from designated crib facilities.
- (b) Employees on 12 hour shifts will have two 30 minute breaks with flexible "windows", the first to commence no earlier than 9am/pm and to be concluded by 11:30am/pm and the second break between 1am/pm and to be concluded by 3:30am/pm.
- (c) Employees shall not work more than five hours without having a crib break.
- (d) Crib breaks may be interrupted once commenced, by agreement with an Employee, provided the full break can be taken within the limitations of the 'flexible window'.

11 Shift changeover

- 11.1 The purpose of a shift changeover is to:
 - (a) pass over operational and safety information concerning the shift, including work completed during the shift and the status of work to be handed over;
 - (b) where necessary, effect a hot seat change; and
 - (c) travel to start/finish place.
- 11.2 Shift changeovers will occur at the Company's direction and will be conducted to maximise continuous operations.
- 11.3 Employees will be allowed to leave the site once the hot seat changeover / effective shift changeover (as directed by the Company) has been completed.
- 11.4 If the shift changeover is completed in less time than that prescribed under the roster, there will be no deduction of salary. If the time required to effect the shift changeover is more than the time prescribed, there will be no additional payments unless authorised by the department manager.

12 Dayshift to Temporary 7DR Vacancy

Where a 7DR position occurs due to a temporary vacancy (eg extended personal/carer's, annual or long service leave) and the decision is made to fill the role internally, the position will be advertised. Preference will be given to dayshift 5DR Employees. However other selection criteria will include skills, performance, attendance etc or if the transfer has an impact on the existing shift.

13 Rehabilitation training

The Company will pay the course fee costs of a recognised training course for up to three nominated Employees each year. No payment will be made for loss of rostered earnings or for accommodation and transport costs.

14 Mines rescue training

- 14.1 Saraji Mine Management is committed to maintaining a working/operational mines rescue team.
- 14.2 All training should be organised when rescue members are rostered on to work. If circumstances arise when training or competition falls on an RDO, clause 11.9 of this Agreement will apply.

15 Voluntary redundancy

Generic induction refreshers will be arranged and paid for by the Company for affected Employees.

16 Bedroom blackout

All permanent Employees who work regular night shifts as part of their shift rotation pattern will be eligible to access bedroom blackout for one bedroom on one occasion during their employment.

Fixed-term Employees who work regular night shifts as part of their shift rotation may be eligible to access bedroom blackout upon application and at the discretion of the Company.

17 Annual leave

Arrangements for managing annual leave within smaller work groups need to be flexible to meet the needs of Employees and the business. Upon commencement of this Agreement, the Company will maintain the existing local arrangements for annual leave practices in the following work areas:

- (a) Mobile / Field Maintenance;

(b) CPP; and

(c) Draglines;

Any changes will be discussed with affected Employees.

18 Salaries

Roster Type	Description	Year 1		Year 2		Year 3		Year 3	
		Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual
SARAJI EMPLOYEES									
7MI12.5	7DR D/N 12.5 PROD	\$3,032.65	\$157,698	\$3,078.14	\$160,063	\$3,124.31	\$162,464	\$3,171.17	\$164,901
7MI12.5D	7DR D/D 12.5	\$2,904.37	\$151,027	\$2,947.94	\$153,292	\$2,992.16	\$155,592	\$3,037.04	\$157,926
5BL8.5	5DR 8.5 HR	\$2,113.03	\$109,878	\$2,144.72	\$111,526	\$2,176.89	\$113,199	\$2,209.55	\$114,897
SARAJI MAINTENANCE EMPLOYEES									
7CE12.25	7DR D/N 12.25 ELEC	\$3,110.49	\$161,745	\$3,157.15	\$164,172	\$3,204.50	\$166,634	\$3,252.57	\$169,134
7ME1225D	7DR D/D 12.25 ELEC	\$2,985.30	\$155,235	\$3,030.08	\$157,564	\$3,075.53	\$159,927	\$3,121.66	\$162,326
7MM12.25	7DR D/N 12.25 MECH	\$2,992.38	\$155,604	\$3,037.27	\$157,938	\$3,082.83	\$160,307	\$3,129.07	\$162,711
7MM1225D	7DR D/D 12.25 MECH	\$2,871.97	\$149,342	\$2,915.05	\$151,582	\$2,958.78	\$153,856	\$3,003.16	\$156,164
7MP12.25	7DR D/N 12.25 PROD	\$2,858.11	\$148,621	\$2,900.98	\$150,851	\$2,944.49	\$153,113	\$2,988.66	\$155,410
7MP1225D	7DR D/D 12.25 PROD	\$2,743.21	\$142,647	\$2,784.36	\$144,787	\$2,826.12	\$146,959	\$2,868.52	\$149,163
5MM1225D	5DR D/D 12.25 MECH	\$2,198.42	\$114,317	\$2,231.40	\$116,032	\$2,264.87	\$117,773	\$2,298.84	\$119,539
5MP1225D	5DR D/D 12.25 PROD	\$2,100.40	\$109,220	\$2,131.91	\$110,858	\$2,163.89	\$112,521	\$2,196.34	\$114,209
5MA1225D	5DR D/D 12.25 Y & Z	\$2,425.69	\$126,136	\$2,462.07	\$128,028	\$2,499.00	\$129,949	\$2,536.49	\$131,898
5ME1225D	5DR D/D 12.25 Y & Z	\$2,292.44	\$119,207	\$2,326.82	\$120,995	\$2,361.73	\$122,810	\$2,397.15	\$124,652
SARAJI COAL PROCESSING EMPLOYEES									
7ME12.25	7DR D/N 12.25 ELEC	\$3,110.49	\$161,745	\$3,157.15	\$164,172	\$3,204.50	\$166,634	\$3,252.57	\$169,134
7CM12.25	7DR D/N 12.25 MECH	\$2,999.59	\$155,979	\$3,044.58	\$158,319	\$3,090.25	\$160,694	\$3,136.61	\$163,104
7CP12.25	7DR D/N 12.25 PROD	\$2,865.32	\$148,997	\$2,908.30	\$151,232	\$2,951.93	\$153,500	\$2,996.21	\$155,803

Overtime - hourly rate	
Year 1	\$99.02
Year 2	\$100.51
Year 3	\$102.02
Year 4	\$103.55

Base hourly rate			
	Production Employees	Engineering (Mechanical) Employees	Engineering (Electrical) Employees
Year 1	\$43.96	\$46.06	\$48.08
Year 2	\$44.62	\$46.75	\$48.80
Year 3	\$45.29	\$47.45	\$49.53
Year 4	\$45.97	\$48.16	50.28

Note: The base hourly rates above are indicative only and have no practical effect.

Signing page

Signed for
BHP Coal Pty Ltd (and managed by BHP Billiton Mitsubishi Alliance)

sign here ► _____

print name _____

address _____

*capacity to
sign* _____

Signed for
**Construction Forestry Mining and Energy Union – Mining and Energy
Division**

sign here ► _____

print name _____

address _____

*capacity to
sign* _____

Signed for
Australian Manufacturing Workers Union

sign here ► _____

print name _____

address _____

*capacity to
sign* _____

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

sign here ► _____

print name _____

address _____

*capacity to
sign* _____
