



Explanation of terms and effects of the Operations Services Maintenance Agreement

A. Explanation of terms of Operations Services Maintenance Agreement

The table below summarises and explains the terms and effect of the Operations Services Maintenance Agreement (**Proposed Agreement**). The table is intended to assist you understand the Proposed Agreement, and must be read in conjunction with the Proposed Agreement.

If you would like any further information, or you need any assistance in understanding the Proposed Agreement or the summary below, please contact your Line Leader.

Explanation of terms – all employees	
Clause	Explanation
1. Title	This clause states that the name of the Proposed Agreement is the <i>Operations Services Maintenance Agreement</i> .
2. Coverage	If approved, the Proposed Agreement will cover the Company and employees of the Company employed in mining operations in the classifications set out in clause 6.6 of the Proposed Agreement. Trainees, Apprentices, Trades and Non-Trades workers, who undertake maintenance activities on a mining operation (Employees) in Australia. It is clarified that a mining operation includes port operations in Western Australia which service mining operations.
3. Relationship with Other Instruments and the National Employment Standards	<p>This clause states that, subject to clauses 14, 16, 17 and 25 which incorporate named BHP Group policies, the Company's policies and procedures which are referred to in the Agreement are not incorporated into the Proposed Agreement.</p> <p>The Proposed Agreement will apply to the exclusion of any other industrial instrument, such as:</p> <ul style="list-style-type: none"> • <i>Black Coal Mining Industry Award 2020.</i> • <i>Mining Industry Award 2020.</i> <p>The National Employment Standards (NES) apply to all Employees as the minimum standard, so that where there is an inconsistency between the NES and a clause of the Proposed Agreement,</p> <ol style="list-style-type: none"> 1. the NES will apply and 2. the clause of the Proposed Agreement will not apply, except to the extent that the clause of the Proposed Agreement provides for a more beneficial outcome for employees than the NES. <p>This means that if a clause in the Proposed Agreement is inconsistent with the NES it will not apply except to the extent that it is more beneficial for Employees.</p>
4. Term of Agreement	<p>This clause sets the term of the Agreement.</p> <p>The Term of the Proposed Agreement is the period:</p> <ul style="list-style-type: none"> • from the commencement of the Proposed Agreement which is seven days

Explanation of terms – all employees

Clause	Explanation
	<p>after it is approved by the FWC,</p> <ul style="list-style-type: none"> • to the nominal expiry date which is four years from the date of the approval by the FWC. <p>While the term of the Agreement expires on the nominal expiry, as do any clauses that operate for the term of the Agreement, the Proposed Agreement will continue to operate after the nominal expiry date, until it is terminated or replaced by another agreement.</p>
<p>5. Type of Employment</p>	<p>Under the Proposed Agreement, Employees may be engaged as either a Full Time or Part Time Employee.</p> <p>Full Time Employees are employed to work ordinary hours of work as follows:</p> <ul style="list-style-type: none"> • if they are covered by the <i>Black Coal Mining Industry Award 2020</i> - an average of 35 ordinary hours per week, averaged over their roster cycle; or • for any other Employee (i.e. employees covered by the <i>Mining Industry Award 2020</i>) - an average of 38 ordinary hours per week, averaged over a six month period. <p>Part Time Employees are Employees who:</p> <ul style="list-style-type: none"> • are employed to work less than; <ul style="list-style-type: none"> ○ an average of 35 ordinary hours per week, averaged over a roster cycle, if they are covered by the <i>Black Coal Mining Industry Award 2020</i>; or ○ an average of 38 ordinary hours per week, averaged over a six month period, for any other Part Time Employee (i.e. employees covered by the <i>Mining Industry Award 2020</i>); • have reasonably predictable hours of work; and • receive pro rata pay and conditions to Full Time Employees who do the same kind of work. <p>A Part Time Employee's rostered hours of work, days of work and their starting and finishing times will be agreed in writing between the Company and the Part Time Employee from time to time.</p> <p>All time worked in excess of the rostered hours as mutually agreed between the Company and the Part Time Employee is un-rostered overtime paid for at the rates prescribed in clause 7.9.</p> <p>Employees may be engaged for a fixed term or specified task. Employees engaged for a fixed term or specified task will not be entitled to notice of termination or redundancy pay when their fixed term or specified task finishes, unless the Fair Work Act 2009 (Cth) (FW Act) requires this.</p>
<p>6. Duties</p>	<p>Employees covered by the Proposed Agreement will be required to undertake all duties reasonably directed by the Company that are within their skill and competence and in accordance with the Company's safe working practices. Where a law requires an employee to be authorised to do particular duties, the Proposed Agreement clarifies that the Employee must also be authorised.</p> <p>Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company and will teach work skills to other employees or employees of other employers on the mine site as required.</p> <p>The clause states that Employees are employed to work at deployments within a hub as directed by the Company from time to time. The relevant hubs are:</p> <ul style="list-style-type: none"> • East Coast Hub which includes all mining operations in Queensland and New South Wales at which the Company provides services now or in the future; • Western Australia Hub which includes all mining operations in Western Australia at which the Company provides services now or in the future; • South Australia Hub which includes all mining operations in South Australia at

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Clause	Explanation								
	<p>which the Company provides services now or in the future; and</p> <ul style="list-style-type: none"> any other region the Company designates as a new hub in the future. <p>Unless it is otherwise agreed between the Company and the Employee concerned, the Company must provide at least 14 days' notice to the Employee where the Employee is required to change deployment within their hub. In the event of a change of deployment the terms and conditions of your employment will be reviewed to take into account any change in your responsibilities due to the change.</p> <p>Transfers between hubs will be by agreement with the Employee and the Company.</p> <p>Employees under the Proposed Agreement are classified as either Trainees/Apprentices, Non Trades or Trades. Their classification does not limit the duties that they may be required to perform.</p>								
<p>7. Remuneration</p>	<p>Annual Salary and Above Award Guarantee</p> <p>The clause states that Employees are paid an annual fixed cash reward for their roster. This is defined in the Proposed Agreement as the "Annual Salary".</p> <p>The Annual Salary includes compensation for all allowances (unless otherwise prescribed by the Agreement), disabilities, skills, and any other loadings, penalties and overtime and other amounts that would have been applied to rostered hours in the roster under the relevant modern award. This includes compensation for working on rosters which cover weekends, public holidays, and day/afternoon/night shifts.</p> <p>This Clause 7 of the Proposed Agreement will guarantee that:</p> <ol style="list-style-type: none"> the commencement of this Agreement will not adversely affect your current contract salary unless some time in the future you change roles or rosters. for the Term of the Agreement, your contract salary will not be reduced unless some time in the future you change roles or rosters. adds to the above protections and provides that your salary even after the Term of the Agreement has expired, until the Agreement is replaced or rescinded, your salary will not fall below the Above Award Guarantee or AAG. <p>Annual salary reviews will continue to be reviewed annually as part of the Company's reward process, with outcomes to be determined at Company discretion.</p> <p>The "Above Award Guarantee" is a guarantee that even after the Term of the Agreement has expired, until the Agreement is replaced or rescinded, the Annual Salary payable to you for your roster, will be at least 105% of the amount that would have been payable to you under the relevant modern award for working the same roster.</p> <p>Employees will be provided with access to the Above Award Guarantee for their roster:</p> <ul style="list-style-type: none"> on commencement of employment; on any change of roster or position; and after 1 and by 15 July each year. <p>For the purpose of calculating an Employee's Above Award Guarantee under this Agreement (other than for apprentices and trainees), the minimum modern award pay level upon which an individual Employee's Above Award Guarantee will be based is as follows:</p> <table border="1" data-bbox="469 1767 1294 2033"> <thead> <tr> <th data-bbox="469 1767 778 1951" rowspan="2">Agreement classification of Employee</th> <th colspan="2" data-bbox="783 1767 1294 1816">Minimum award pay level</th> </tr> <tr> <th data-bbox="783 1823 1026 1951"><i>Black Coal Mining Industry Award covered Employees</i></th> <th data-bbox="1031 1823 1294 1951"><i>Mining Industry Award covered Employees</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="469 1957 778 2033">Non Trades</td> <td data-bbox="783 1957 1026 2033">Mine Worker</td> <td data-bbox="1031 1957 1294 2033">Level 4</td> </tr> </tbody> </table>	Agreement classification of Employee	Minimum award pay level		<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>	Non Trades	Mine Worker	Level 4
Agreement classification of Employee	Minimum award pay level								
	<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>							
Non Trades	Mine Worker	Level 4							

Explanation of terms – all employees

Clause	Explanation			
	Trades	All tradespersons principally performing work on Light Vehicle maintenance and repairs	Mine Worker - Advanced	Level 6
0-2 years trade qualified experience		Mine Worker - Advanced	Level 6	
2+ years trade qualified experience		Mine Worker - Specialised	Level 7	
<p>The Above Award Guarantee for Apprentices and Trainees will be based on the minimum modern award pay level appropriate to their year of apprenticeship or traineeship.</p>				
<p>Un-rostered overtime</p>				
<p>You will be paid overtime rates for un-rostered overtime that you are directed to work.</p>				
<p>Any un-rostered overtime worked by Employees will be paid:</p>				
<ul style="list-style-type: none"> • other than on public holidays, at double the Above Award Guarantee hourly roster rate; • on public holidays, at triple the Above Award Guarantee hourly roster rate. 				
<p>The Above Award Guarantee hourly roster rate for calculating the un-rostered overtime rate will not be less than the rate calculated by dividing the Above Award Guarantee that is payable for the Employee's roster by the number of rostered hours per annum for the Employee's roster.</p>				
<p>If an Employee is currently paid a higher un-rostered overtime rate for their roster when the Proposed Agreement commences, the Proposed Agreement does not have the effect of reducing that rate for that roster.</p>				
<p><i>Example of un-rostered overtime rate other than on a public holiday: The Above Award Guarantee for an Employee is \$110,000 for which the Employee works 2,184 hours per year. The Above Award Guarantee hourly roster rate for that Employee is \$50.36. The un-rostered overtime rate for that Employee is therefore \$100.72 per hour. If the Employee's current un-rostered overtime rate is more than \$100.72 per hour, they will continue to receive that higher un-rostered overtime rate.</i></p>				
<p>The Proposed Agreement also provides that an Employee and the Company may agree in writing to the Employee taking time off instead of being paid for a particular amount of un-rostered overtime that has been worked by the Employee.</p>				
<p><i>Example: An employee works to 2 hours of un-rostered overtime. The Employee and the Company may agree that the Employee has 2 hours off instead of being paid for the 2 hours.</i></p>				
<p>Where un-rostered overtime is worked it must be arranged so that Employees have at least 10 consecutive hours off work between work on successive shifts. Overtime worked on a call back of less than four hours will not be regarded as overtime for the purposes of this rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p>				
<p>In calculating overtime, each shift is to be treated separately.</p>				

Explanation of terms – all employees

Clause	Explanation
	<p>Call backs</p> <p>The Proposed Agreement provides that Employees recalled to work overtime after leaving the workplace will be paid for at least four hours for each time the Employee is recalled. This does not apply:</p> <ul style="list-style-type: none"> • where it is customary for an Employee to return to the workplace to perform a specific job outside of the Employee’s ordinary working hours; or • where the overtime is worked continuous (subject to a reasonable meal break) with the end or start of ordinary working time. <p>The Proposed Agreement states that where the Company directs an Employee to undertake training outside of their normal shift patterns, the employee will be given time off in lieu or paid overtime rates for the period of the training.</p> <p>Pay periods</p> <p>Employee’s Annual Salaries are averaged over a year and paid fortnightly in arrears. Payment is by electronic funds transfer to your nominated Australian bank account.</p> <p>Incentive programs</p> <p>Employees covered by the Proposed Agreement may also be eligible to participate in the Company Short Term Incentive Program, as amended from time to time.</p> <p>Overpayments</p> <p>Subject to the NES, if an Employee is overpaid any salary or other entitlements, the Employee agrees to repay the amount of the overpayment to the Company within a reasonable period of time. Where the overpayment is not repaid within a reasonable period of time, the Company is authorised by the Employee to deduct and retain any overpayments from the Employee’s pay, including from termination payments, to the fullest extent permitted by law.</p> <p>Accident pay</p> <p>The Company also has a policy that provides for accident pay which may be amended from time to time and is not incorporated in the Proposed Agreement. However, the accident pay for an Employee will not be less than what would be received under their relevant modern award.</p> <p>Electrical Licences</p> <p>Where the Company requires an Employee to obtain or maintain a HV Switching or State Electrical Licence, the Company will reimburse the Employee for:</p> <ul style="list-style-type: none"> • the cost of the licence; and • the cost of any required training course that has been approved in advance by the Company.
<p>8. Superannuation</p>	<p>The Company’s contribution on behalf of Employees will be in accordance with the Superannuation Guarantee (Administration) Act 1992, as varied from time to time.</p> <p>Employees are entitled to nominate any complying superannuation fund of their choice for their superannuation payments to be paid into by the Company. In the absence of such a selection, the Company will direct superannuation payments to the Employee’s stapled fund. If the Employee does not have a stapled fund then contributions will be made to the Company’s default Superannuation fund which will be a fund which offers a MySuper product.</p> <p>This clause also provides that Employees can request to salary-sacrifice by</p>

Explanation of terms – all employees	
Clause	Explanation
	<p>forgoing part of their Annual Salary for superannuation purposes.</p> <p>Clause 8.4 also incorporates access to the BHP Group Employee Co-Contribution Policy on the terms prescribed by the Policy from time to time. Either party can discontinue their co-contributions on 30 days' notice.</p>
9. Hours of Work	<p>The Company expects that an Employee's work will usually be completed in their rostered hours. But employees may also be required to work reasonable un-rostered overtime.</p> <p>Subject to the Proposed Agreement, the Company will determine rosters, from time to time, including the days and hours of work, and starting and finishing times and places. Rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week and are reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements and the Annual Salary.</p> <p>The Company may change rosters, days and hours of work and starting and finishing times and places, provided that:</p> <ul style="list-style-type: none"> • an Employee will not be rostered to work more than 12.5 hours in any one shift, and will have a minimum break of 10 consecutive hours; and • the Company will provide an Employee with one week's notice of any change to an Employee's place on a roster, unless otherwise agreed with the employee; • the Company will provide at least 7 days' notice before implementing any change to ordinary starting and finishing times for an Employee's roster or change to starting and finishing places on a site unless <ul style="list-style-type: none"> ○ the Company and the Employee otherwise agree; or ○ there are operational requirements that require a shorter period of notice to be given; ○ the Employee is moving permanently from a non-continuous day roster to a rotating continuous roster, in which case the reference to 7 days is to be taken as 14 days. <p>Clause 9.5 of the proposed EA outlines OS will provide an Employee with one week's notice of any change to an Employee's place on a roster. As an example, this clause would be triggered if an Employee was not changing rosters and remaining on a 7/7 roster but was changing from A crew to C crew.</p> <p>Employees who work in deployments which provide services at multiple sites may have different starting and finishing places and times for each site. A move between a site in those circumstances is not a change to starting and finishing places or times under clause 9.5(c) of the Agreement.</p> <p>A rostered shift includes shift handovers that are to be completed as directed at the start and end of the shift.</p> <p>Under the Proposed Agreement, Employees are entitled to meal and rest breaks up to a total of 30 minutes for each 5 hours worked.</p> <p>The Proposed Agreement also provides that reasonable time taken to travel to or from the area designated by the Company for crib will be counted as time worked and will not be counted as part of the paid meal break.</p>
10. Public Holidays	<p>The clause lists the public holidays under the Proposed Agreement. This includes days that may be gazetted in addition to or in lieu of the specific public holidays listed. The effect of the clause is that Employees acknowledge that they may be required to work on a public holiday in accordance with their applicable roster, and that this is reasonable based on the Company's operational requirements.</p> <p>Employees are compensated in their Annual Salaries for having to work on public holidays; no separate payment will be made where a public holiday falls during a rostered day off.</p> <p>The clause provides that for each deployment, for payment purposes, the</p>

Explanation of terms – all employees

Clause	Explanation
	<p>Company can determine whether a public holiday starts on the commencement of the night shift before the holiday or the morning shift of the holiday.</p> <p>The Agreement recognises that the Company's operations are 24/7, 365 days a year.</p> <p>However there are arrangements for Christmas Day (25 December) and Boxing Day (26 December):</p> <ul style="list-style-type: none"> • If an Employee who is rostered to work does not wish to work either or both the public holidays, using the leave system they will request approval not to work the rostered shift from their Supervisor. • In deciding whether or not to grant approval not to do rostered work on a public holiday, the Supervisor will take into account all relevant circumstances (as stated in s 114 of the Act), including operational requirements. Relevant circumstances include but are not limited to, the work performed by the employee, the employee's personal circumstances including family responsibilities, when the employee requests approval not to work, rostered work performed in the previous Christmas or Boxing Day, and personal travel arrangements including the employee's ability to travel to their residence and return to complete their swing (for example, local employees and others able to travel in the time available). • However, this does not apply to Employees on roster who perform statutory functions or ERT/Mines rescue functions and Employees on roster who are engaged on critical path activities. • At any time the Company may call for volunteers from non-rostered Employees to work un-rostered overtime at overtime rates. • The Company will determine which Employees are required to work on any of the two public holidays. <p>For un-rostered overtime on a public holiday, the Company will pay triple the Above Award Guarantee hourly roster rate for the Employee.</p>
<p>11. Annual Leave</p>	<p>All Employees receive the NES entitlements.</p> <p>In addition to the NES,</p> <ol style="list-style-type: none"> 1. all Employees will accrue an additional weeks leave for a total of 5 weeks of annual leave for each completed year of service, inclusive of their NES annual leave entitlement. 2. Employees will be entitled annually to an additional week of annual leave for a total of six weeks inclusive of the NES if the Employee: <ul style="list-style-type: none"> ○ is a seven day roster Employee (an Employee who over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or ○ works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays <p>Dynamic roster employees may be rostered to work shifts on any of the seven days of the week and as such remain entitled to 6 weeks of annual leave.</p> <p>Annual leave will be paid at the Employee's Annual Salary rate. This clause 11 does not change how an Employee's annual leave is to be taken.</p> <p>This clause also allows for Employees to agree with the Company to 'cash out' their accrued annual leave at their Salary rate, in certain circumstances.</p> <p>The clause allows the Company to shut down all or part of its operation for a particular period (Temporary Shutdown Period) and require affected Employees to take leave during that period. The conditions on which this occurs are set out in</p>

Explanation of terms – all employees	
Clause	Explanation
	clause 11.6.
12. Personal / Carer's Leave	<p>The Proposed Agreement provides that Employees will be entitled to personal/carer's leave as set out in the NES and the relevant modern award. However, under the Agreement it is paid at the Employee's Annual Salary rate. The effect of this is that:</p> <ul style="list-style-type: none"> for Employees covered by the <i>Black Coal Mining Industry Award 2020</i>, they are provided with personal/carer's leave in accordance with the <i>Black Coal Mining Industry Award 2020</i> (i.e. an accrual for Full Time Employees of 105 ordinary hours of personal/carer's leave (pro rata for Part-Time Employees) on commencing employment and on each anniversary of commencement); for Employees covered by the <i>Mining Industry Award 2020</i>, they are provided with personal/carer's leave in accordance with the NES (i.e. 10 days' of paid personal/carer's leave for each year of service, which accrues progressively during a year of service). <p>Accrued but untaken personal/carer's leave will be paid out on termination of employment at the Employee's Annual Salary rate other than where:</p> <ul style="list-style-type: none"> termination is a result of serious misconduct; the Employee is within probation; or personal/carer's leave transfers to a new employer (e.g. because a transfer of employment within the meaning of the FW Act). <p><i>Example: An Employee terminates with OS Maintenance to take up employment with WAIO. Personal/carer's leave will transfer to WAIO as required by the FW Act and will not be paid out.</i></p>
13. Compassionate Leave	The Proposed Agreement provides that Employees will be entitled to compassionate leave as set out in the NES, paid at the Employee's Annual Salary rate.
14. Parental Leave	<p>The Proposed Agreement provides that Employees are entitled to parental leave in accordance with the BHP Group Parental Leave Australia Policy as amended from time to time (incorporating NES entitlements).</p> <p>During the term of the Proposed Agreement (until nominal expiry) the entitlements under the Policy will remain not less than what they were on commencement. During the term of the Proposed Agreement if the Policy conditions are greater than they were on commencement the new conditions will apply. After the term of the Proposed Agreement, the Policy will continue but as amended from time to time.</p>
15. Long Service Leave	<p>This clause of the Proposed Agreement provides that Employees are entitled to long service leave, paid at the Employee's Annual Salary rate, in accordance with applicable legislation. Long service leave is paid in accordance with an Employee's normal pay periods.</p> <p>The Applicable legislation at the commencement of this agreement is for</p> <ol style="list-style-type: none"> black coal mining employees, the <i>Coal Mining Industry (Long Service Leave) Administration Act 1992</i> (Cth); Employees in Western Australia, <i>Long Service Leave Act 1958</i> (WA) Employees in South Australia, <i>Long Service Leave Act 1987</i> (SA)
16. Community Service leave	<p>The Proposed Agreement provides that Employees will be entitled to community service leave as set out in the BHP Group Public Service Leave – Australia Policy as amended from time to time (incorporating the NES entitlement). This covers leave for things like Rural Fires Boards, SES, and jury service.</p> <p>During the term of the Proposed Agreement (until nominal expiry) the entitlements under the BHP Group Public Service Leave – Australia Policy will remain not less</p>

Explanation of terms – all employees	
Clause	Explanation
	than what they were on commencement. During the term of the Proposed Agreement if the Policy conditions are greater than they were on commencement the new conditions will apply. After the term of the Proposed Agreement, the Policy will continue but as amended from time to time.
17. Leave to Deal with Family and Domestic Violence	<p>The Proposed Agreement states that the minimum paid family and domestic violence leave is provided for in the BHP Group Family and Domestic Violence Support Policy (incorporating the NES entitlement).</p> <p>During the term of the Proposed Agreement (until nominal expiry) the entitlements under the BHP Group Family and Domestic Violence Support Policy will remain not less than what they were on commencement. During the term of the Proposed Agreement if the Policy conditions are greater than they were on commencement the new conditions will apply. After the term of the Proposed Agreement, the Policy will continue but as amended from time to time.</p>
18. Leave Without Pay	The Proposed Agreement provides that an Employee who has exhausted all leave entitlements may make an application for leave without pay. This may be granted at the Company's sole discretion and does not count as service.
19. Inclement weather	<p>This clause recognises that arrangements in the event of severe wet weather or a cyclone are dealt with in the relevant asset or site policy as amended from time to time.</p> <p>The clause also states that where employees cannot get to work due to severe wet weather or a cyclone, they are enabled to utilise accrued annual leave if they desire.</p>
20. Accommodation and travel	<p>Travel and accommodation assistance for the term of the Agreement will be provided on the conditions set out in the Agreement. In summary:</p> <ul style="list-style-type: none"> • A Local Employee is an employee who resides within a radius of the site in which they can reasonably drive/bus to the site each day where they are rostered to work. Local employees will travel to and from site each day that they perform work by their own means and at their own expense, or where applicable, on Company funded ground transport. Local employees will be paid a local allowance of \$6000 per year paid in equal salary instalments. • A Commute Employee lives outside a daily driving radius from which it is reasonably practical to drive/bus in and out of that site for each swing. OS will provide Commute Employees with: <ul style="list-style-type: none"> ○ single person's village or other accommodation during the rostered swing of work. ○ transport to and from site and accommodation each day that they perform work as directed ○ a travel allowance of \$5000 per year, paid in fortnightly instalments for incidental costs incurred while travelling to and from their residence • OS will provide Non-Local FIFO employees (who are employees who are not local or cannot commute), with: <ul style="list-style-type: none"> ○ single person's village or other accommodation assigned by OS during the rostered swing of work ○ air transport between a point(s) nominated by OS and the Local Area and return, in accordance with timetables set by OS. At the commencement of this Agreement, the nominated departure points are: <ul style="list-style-type: none"> ▪ For the East Coast Hub – Brisbane ▪ For the Western Australia Hub – Perth ▪ For the South Australia Hub - Adelaide ○ travel to and from site from the accommodation each day that they

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Clause	Explanation
	<p>perform work as directed.</p> <p>There are conditions on these arrangements. Details are in the Agreement. In summary:</p> <ul style="list-style-type: none"> • You will only receive one of those benefits – Local or commute or FIFO • Employees will comply with the journey management plan and fatigue requirements of any site • Employees must abide by the rules and regulations of OS and the operator as amended from time to time. • Disruptive behaviour and/or breaching rules and regulations for accommodation or travel can invoke removal of accommodation and/or travel rights • Non-local and Commute employees travelling to the Local Area to commence a shift roster may be required to travel outside their rostered shift days • An employee must travel on the scheduled transport that is allocated to the employee. • In circumstances where an employee, for any reason other than a direction by OS, does not travel at the allocated time, it will be the employee's responsibility to provide an alternate means of transport at the employee's cost. Where that is not possible, it may result in the employee being ineligible to work that rostered shift and no payment will be provided for that shift.
<p>21. Stand Aside and Stand Down</p>	<p>The clause provides that the Company can stand aside an Employee:</p> <ul style="list-style-type: none"> • With or without for full or partial refusal of duty; • With or without pay for neglect of duty; or • With or without pay for misconduct, while it is being investigated. <p>Provided that an Employee stood aside for misconduct will be paid for the period they are stood aside if the Employee:</p> <ul style="list-style-type: none"> • remains ready, willing and able to perform work; and • complies with all lawful and reasonable directions given by the Company during this period (including, for example, any direction to participate in the investigation into alleged misconduct). <p>The Proposed Agreement also provides that if the Company stands aside an Employee without pay for neglect of duty or misconduct and the Company determines after an investigation that the employee did not neglect their duty or did not engage in any misconduct, the Company will pay the employee the full amount of remuneration they would have received in respect of the period for which they were stood aside.</p> <p>If the Employee fails to meet those requirements they are not entitled to be paid for the period that they do not meet the requirements.</p> <p>This clause also provides that the Company may stand down an employee without pay during a period in which the Employee cannot usefully be employed because of one or more of the following circumstances:</p> <ul style="list-style-type: none"> • Industrial action; • A breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; • An interruption to work for any cause for which the Company cannot reasonably be held responsible. <p>Employees will continue to have their service recognised for the purposes of "continuous service".</p> <p>Employees who have been stood down may request to take accrued annual or long service leave entitlements.</p>

Explanation of terms – all employees

Clause	Explanation
<p>22. Issue Resolution Procedure</p>	<p>This clause sets out the process for resolving disputes about a matter arising under the Proposed Agreement or relating to the NES.</p> <p>The steps for resolving disputes under the Agreement or the NES, are:</p> <ol style="list-style-type: none"> 1. Employees must first try to resolve the issued at the workplace level; that is with their immediate Supervisor, 2. If it remains unresolved then the Employee may refer it for discussion to their Superintendent and 3. If it is still unresolved, the Employee may refer it for discussion to their Departmental Manager. <p>Discussion under the process will be held as soon as reasonably practical.</p> <p>By agreement, the Employee and the Company may bypass any of the steps in the interests of speedy resolution.</p> <p>Either party may refer the matter to the FWC for conciliation once internal issue resolution processes have been genuinely exhausted. If the matter remains unresolved, the FWC may arbitrate the dispute only by consent of both the Company and the Employee.</p> <p>Either the Company or the Employee/s are able to have a support person or representative attend to assist them at any stage of the process.</p>
<p>23. Individual Flexibility</p>	<p>This clause provides that the Company and individual Employees may agree to make an individual flexibility arrangement.</p>
<p>24. Management of Change / Consultation</p>	<p>Under this clause, the Company is required to consult about any definite decisions the Company has made which involve a major workplace change which is likely to have a significant effect on Employees, or any proposal to introduce a change to the regular roster or ordinary hours of work of Employees.</p>
<p>25. Redundancy</p>	<p>This clause does not apply to Employees who are engaged for a fixed term or a specified task.</p> <p>The Proposed Agreement provides that an Employee will be redundant if that Employee's employment is terminated at the Company's initiative because the Company no longer requires the Employee's job to be performed by anyone (except where this is due to the ordinary and customary turnover of labour) or because of insolvency or bankruptcy of the Company.</p> <p>Where such termination of employment due to redundancy does occur, an Employee's redundancy pay (inclusive of severance and retrenchment) will be the greater of:</p> <ul style="list-style-type: none"> • the amount the Employee would be entitled to under the relevant modern award; • or the amount of redundancy pay payable under the BHP Redundancy Termination Australia Policy, as amended from time to time (for the term of the Proposed Agreement). <p>During the term of the Proposed Agreement (until nominal expiry) the entitlements under the BHP Redundancy Termination Australia Policy will remain not less than what they were on commencement. During the term of the Proposed Agreement if the Policy conditions are greater than they were on commencement the new conditions will apply. After the term of the Proposed Agreement, the Policy will continue but as amended from time to time.</p> <p>The minimum amount payable is four weeks' pay.</p> <p>The Company is not liable for the redundancy payment if the Company would not have been required to make a payment of redundancy pay to the Employee under the relevant modern award as amended from time to time. For example, the <i>Black Coal Mining Industry Award 2020</i> provides that redundancy pay is not payable if the employer obtains, or causes to be made available for the employee, work:</p>

Explanation of terms – all employees	
Clause	Explanation
	<ul style="list-style-type: none"> that the employee is competent to perform; in a position that carries the same or a higher classification rate of pay under the Award than the employee's previous position; that can reasonably be regarded as permanent; and allows the employee to reside in the same general locality as the employee's previous residence. <p>The clause recognizes that the Company can also make an application to the Fair Work Commission to be granted relief from paying an Employee severance pay.</p>
26. Termination of Employment	<p>Employees who wish to resign must give one week's notice in writing to the Company.</p> <p>An Employee is on probation for a period of up to the 6 months' continuous service. During the period of probation, the Company may terminate the Employee's employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice.</p> <p>For Employees other than probationary Employees, the Company may terminate employment by giving four weeks' written notice of termination (or payment instead of notice). Employees who are over 45 years old and have completed more than two years' continuous service are entitled to an extra week of notice.</p> <p>The Company may terminate an Employee's employment without notice if they engage in serious misconduct.</p>
27. Reconciliation	<p>The clause provides a mechanism for the Company to reconcile the amounts payable to Employees to ensure that each Employee receives at least the Above Award Guarantee, on the rostered hours actually worked.</p> <p>Once this Agreement has been in operation for six months, an Employee can make a written request for a review:</p> <ul style="list-style-type: none"> within 28 days after 1 January or 1 July each year (Review Date/s) and covering the period of six months prior to the Review Date; or at the time of termination of the Employee's employment covering the period since the last Review Date if their employment ends before completion of the six month period, <p>(Review Period)</p> <p>The review will be conducted by reviewing the amounts paid and rostered hours actually worked in the Review Period.</p> <p>Example 1 – First periodic review under the agreement: <i>The Agreement commences operation on 1 May 2023. Between 1 January and 28 January 2024, an Employee can request a review of their rostered hours actually worked in the period 1 July 2023 to 31 December 2023.</i></p> <p>Example 2 – Review at time of termination: <i>The Agreement commences operation on 1 May 2023. An Employee's employment is terminated on 30 March 2024. On 30 March 2024, the Employee can request a review of their rostered hours actually worked in the period 1 January 2024 to 30 March 2024.</i></p> <p>If the total amount paid to an Employee in respect of the Review Period for their rostered hours is less than the Above Award Guarantee in respect of the Review Period, the Company will make a top-up payment of the difference to the Employee within 14 days.</p>

Explanation of terms – all employees

Clause	Explanation
28. No Further Claims	This clause states that the Proposed Agreement is a comprehensive and full settlement of all Employee enterprise bargaining claims for the duration of the Proposed Agreement unless otherwise permitted by the FW Act.

B. Explanation of effects of the Operations Services Maintenance Agreement - Comparison with Modern Awards

1. Proposed Agreement and Mining Industry Award

The tables below summarises and explains the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) as compared with the *Mining Industry Award 2020*. The table below is intended to assist you understanding the Proposed Agreement, and must be read in conjunction with the Proposed Agreement and the *Mining Industry Award 2020*.

If you would like any further information, or you need any assistance in understanding the summary below, please contact your Line Leader.

Table A: Terms of Proposed Agreement that are more beneficial than terms in the <i>Mining Industry Award</i>										
Term in Proposed Agreement	Term in Modern Award									
<p>Clause 7 provides that Employees are paid an annual fixed cash reward for their roster (described in the Proposed Agreement as "Annual Salary") The Annual Salary referred to in the Proposed Agreement includes allowances, loadings, penalties and overtime and other amounts payable for rostered hours. The Annual Salary provides benefits not provided in the Award. The Agreement will not reduce the Annual salary paid to any Employee.</p> <p>The Contract Annual Salary payable to an Employee under their contract at the commencement of the Agreement will</p> <ul style="list-style-type: none"> not be reduced during the term of the Agreement unless the employee changes to a roster or a position with a different Annual Salary. not be less than the Above Award Guarantee, but may be higher than the Above Award Guarantee. <p>An Employees Annual salary will always be at least 105% of the Annual salary the Employee would be paid for their roster under the Award (the Above Award Guarantee).</p> <p>All salary based entitlements are paid on the higher of existing salary or the above Award Guarantee, which means they are in excess of the award rates.</p> <p>For the purpose of calculating an Employee's Above Award Guarantee under the Agreement (other than for apprentices and trainees), the minimum modern award pay level upon which an individual Employee's Above Award Guarantee will be based is as follows:</p> <table border="1"> <thead> <tr> <th rowspan="2">Agreement classification of Employee</th> <th colspan="2">Minimum award pay level</th> </tr> <tr> <th><i>Black Coal Mining Industry Award</i> covered Employees</th> <th><i>Mining Industry Award</i> covered Employees</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Agreement classification of Employee	Minimum award pay level		<i>Black Coal Mining Industry Award</i> covered Employees	<i>Mining Industry Award</i> covered Employees				<p>The Award sets minimum base rates of pay, overtime rates, shift loadings, penalties and allowances for relevant classifications and rostered hours. See in particular clauses 15, 18, 20, 21, and Schedules A to E of the Award. These are not separately payable under the Agreement but are taken into account in determining an Employee's Above Award Guarantee (other than for unrostered overtime as explained below).</p>	
Agreement classification of Employee		Minimum award pay level								
	<i>Black Coal Mining Industry Award</i> covered Employees	<i>Mining Industry Award</i> covered Employees								

Table A: Terms of Proposed Agreement that are more beneficial than terms in the *Mining Industry Award*

Term in Proposed Agreement				Term in Modern Award
Non Trades		Mine Worker	Level 4	
Trades	All tradespersons principally performing work on Light Vehicle maintenance and repairs	Mine Worker - Advanced	Level 6	
	0-2 years trade qualified experience	Mine Worker - Advanced	Level 6	
	2+ years trade qualified experience	Mine Worker - Specialised	Level 7	
<p>The Above Award Guarantee for Apprentices and Trainees will be based on the minimum modern award pay level appropriate to their year of apprenticeship or traineeship.</p>				
<p>Clause 7.9 provides that any un-rostered overtime will be paid at</p> <ul style="list-style-type: none"> double the Above Award Guarantee hourly roster rate; and triple (300%) the Above Award Guarantee hourly roster rate on public holidays 				<p>Clause 20 provides for overtime rates:</p> <ul style="list-style-type: none"> Paid at the award rate which is at least 5% below the EA rates Which include time and a half for employees other than continuous shiftworkers for Monday to 12 noon on Saturday for the first 3 hours of overtime <p>Clauses 20.1 and 21.3 provide for employees to be paid at a rate of 250% of the ordinary award hourly rate when working on a public holiday.</p>
<p>Clause 7.14 provides that Annual Salary will be averaged over a year and paid no longer than fortnightly in arrears.</p>				<p>Clause 16.1 provides that wages, penalties and allowances will be paid at a frequency of not longer than monthly.</p>
<p>Clause 7.17 provides that where an overpayment of salary or entitlements has occurred, Employees must repay the overpayment within a reasonable period of time. Where the overpayment is not repaid within a reasonable period of time, the Company is authorised to deduct and retain any overpayments from the Employee's pay, including from termination payments.</p>				<p>Clause 16.3 provides that the employer may deduct from any amount required to be paid to an employee the amount of any overpayment of wages or allowances.</p>
<p>Clause 9.5(b) provides that the Company will provide an Employee with one week's notice of any change to the Employee's place on a roster, unless otherwise agreed with the Employee.</p> <p>Clause 9.5(c) provides that the Company will give at least 7 days' notice of any change to ordinary start and</p>				<p>Clause 13.2 provides that an employer can vary an employee's days of work or start and finish times by</p> <ul style="list-style-type: none"> giving the employee at least 48 hours' notice, by shorter notice in operational circumstances or

Table A: Terms of Proposed Agreement that are more beneficial than terms in the *Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
finish times, unless otherwise agreed between the Company and the Employee or there are operational requirements that require a shorter period of notice (or the Employee is moving permanently from a non-continuous roster to a rotating continuous roster in which case the reference to 7 days is to be taken as 14 days).	<ul style="list-style-type: none"> shorter notice if agreed
Clause 9.5(a) provides that employees will have a minimum break of 10 consecutive hours between shifts.	Clause 14.3(a) and (b) provide that the minimum break after overtime is generally 10 consecutive hours, but that a shiftworker is only required to have an 8 hour break.
Clause 9.6 provides that Employees are entitled to be paid meal and rest breaks of up to a total of 30 minutes for every 5 hours worked. In shifts in excess of 10 hours this is 60 minutes. The meal break and rest breaks will be taken at times prescribed by the Company having regard to safety, operational and production requirements. Reasonable time taken to travel to or from the area designated by the Company for crib will be counted as time worked and will not be counted as part of the paid meal break.	Clause 14.1 provides that a shift worker working longer than 10 hours will be entitled to paid meal breaks totaling 40 minutes per shift. Meal breaks will be scheduled by an employee's supervisor based upon operational requirements so as to ensure continuity of operations. The employer will not require an employee to work more than 5 hours before the first meal break is taken or between subsequent meal breaks (if any).
<p>Clause 11.2 provides that Employees are entitled to annual leave, in addition to the amount provided for in the NES, such that the Employee's total entitlement is a cumulative total of 5 weeks paid annual leave.</p> <p>Clause 11.3 provides that seven day roster Employees and Employees who work a roster that requires ordinary shifts on public holidays (and not less than 272 ordinary hours per year on Sundays) are entitled to an additional week of leave, being a cumulative total of 6 weeks paid annual leave.</p>	Clause 22 provides that annual leave is provided for in the NES. Under the NES, employees are entitled to 4 weeks of paid annual leave for each year of service. Shift workers defined under the Award as " <i>an employee engaged in a continuous process who is rostered to work regularly on Sundays and public holidays</i> " are entitled to 5 weeks of paid annual leave under the NES.
Clause 11.5 provides that subject to the employee's remaining accrued entitlement to annual leave being no less than 4 weeks, there is no limit on cashing out of annual leave	Clause 22.12(h) provides that the maximum amount of accrued paid annual leave that may be cashed out in any 12 months is 2 weeks.
Clause 11.4 provides that annual leave is paid for at the Annual Salary rate, which includes compensation for all rostered overtime.	<p>Clause 22.3 provides that an employee who takes annual leave must be paid the greater of:</p> <ul style="list-style-type: none"> the award amount the employee would have been paid for working ordinary hours during the period of annual leave including loadings, penalties and allowances paid for all purposes, but excluding payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred; or the employee's award minimum rate of pay for ordinary hours plus an annual leave loading of 17.5%.
Clause 11.6 provides that the Company may shut down all or part of its operation for a particular period (Temporary Shutdown Period) and require affected Employees to take leave during that period provided:	Clause 22.7 provides that an employer may direct an employee to take paid annual leave during all or part of a period where the employer shuts down the business or part of the business where the employee works. It also provides that if an employee does not have sufficient

Table A: Terms of Proposed Agreement that are more beneficial than terms in the *Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
<ul style="list-style-type: none"> • unless a shorter period is agreed, the Company must give the affected Employees 28 days' written notice (or as soon as reasonably practicable for any Employee who is engaged after the notice is given to other Employees); • an affected Employee may elect to cover the temporary shutdown period by taking one, or a combination of two or more, of the following: <ul style="list-style-type: none"> ○ paid annual leave if the Employee has accrued an entitlement to such leave; ○ leave without pay; ○ if agreed by the Company, annual leave in advance; • if the Employee does not make an election, or leave in advance is not agreed, that covers the whole of the temporary shutdown period, then the Company may direct the Employee to take a period of leave 	<p>accrued annual leave for the period of the shut down, then the employee may be required to take leave without pay.</p>
<p>Clause 12 provides for</p> <ul style="list-style-type: none"> • personal/carer's leave to be paid at an Employee's Annual Salary rate (which includes shift penalties and compensation for any rostered overtime). • accrued but untaken personal/carer's leave to be paid out on termination of employment at the Employee's Annual Salary rate, other than where: <ul style="list-style-type: none"> ○ termination is a result of serious misconduct; ○ the Employee is within probation; or ○ personal/carer's leave transfers to a new employer (e.g. because there is or will be a transfer of employment within the meaning of the FW Act). 	<p>Personal/carer's leave is paid at the employee's award base rate of pay for ordinary hours of work in accordance with the NES, and provides for no payout of accrued but untaken leave.</p>
<p>Clause 14 provides that an Employee is entitled to</p> <ul style="list-style-type: none"> • Parental Leave in accordance with the NES; and • For the term of the Agreement, Paid parental leave at Salary in accordance with the BHP Group Parental Leave Australia Policy 	<p>Clause 24 provides for Parental Leave in accordance with the NES.</p>
<p>Clause 16 provides that an Employee is entitled to</p> <ul style="list-style-type: none"> • Community Service Leave in accordance with the NES; and • For the term of the Agreement, the entitlements in accordance with the BHP Group Public Service Leave - Australia Policy • Any paid leave to be leave to be paid at an Employee's Annual Salary rate 	<p>Clause 25 provides for community service leave in accordance with the NES.</p>
<p>Clause 17 provides that an Employee is entitled to</p> <ul style="list-style-type: none"> • paid family and domestic violence leave in accordance with the NES; and • for the term of the Agreement, the entitlements in the BHP Group Family and Domestic Violence 	<p>Clause 26 provides for family and domestic violence leave in accordance with the NES. The NES provides 10 days of paid family and domestic violence leave.</p>

Table A: Terms of Proposed Agreement that are more beneficial than terms in the *Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
<p>Support Policy</p> <ul style="list-style-type: none"> Any paid leave to be leave to be paid at an Employee's Annual Salary rate 	
<p>Clause 7.9 provides that any un-rostered overtime will be paid at triple (300%) the Above Award Guarantee hourly roster rate on public holidays</p>	<p>Clauses 20.1 and 21.3 provide for employees to be paid at a rate of 250% of the ordinary hourly rate for any time worked on a public holiday</p>
<p>Clause 25 provides that redundancy payments are the greater of:</p> <ul style="list-style-type: none"> the relevant Award; the NES; and for the term of the Agreement, the entitlements in the BHP Redundancy Termination Australia Policy. <p>Redundancy pay to be paid at an Employee's Annual Salary rate.</p>	<p>Clause 32 of the Award provides for redundancy payments in accordance with the NES.</p>
<p>For termination</p> <ul style="list-style-type: none"> Clause 26.2 provides for four weeks' of notice from the Company to terminate an Employee's employment (other than for probationary employees). clause 26.4 provides that the period of notice for termination by the Company shall increase by one week (equivalent to 5 weeks of notice) if the Employee is over 45 years old and has completed more than two years continuous service for a total of five weeks. 	<p>Clause 31.1(b) provides that the period of notice for termination by the employer is:</p> <ul style="list-style-type: none"> For an employee with less than one year continuous service – one week For an employee with one to three years continuous service – two weeks For an employee with three to five years continuous service – three weeks For an employee with more than five years continuous service – 4 weeks And an additional week if the Employee is over 45 years old and has completed more than two years continuous service.
<p>The Proposed Agreement does not provide for deduction of notice from wages if an employee does not give one week's notice.</p>	<p>Clause 31.1(d) provides that if an employee who is over the age of eighteen does not give a one week period of notice of termination, then the employer may deduct from wages due to the employee an amount that is no more than one week's wages.</p>

Table B: Terms in the Proposed Agreement that are not in the *Mining Industry Award*

Term in Proposed Agreement
Clause 3.3 has a NES preservation clause.
Clause 6.1 provides Employees are required to undertake all duties as reasonably directed by the Company that are within their skill and competence and, where required by law, authorised, and in accordance with safe working practices.
Clause 6.2 provides Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company and will teach work skills to others as required
Clauses 6.3 to 6.5 provide Employees are employed to work at deployments within a hub as directed by the Company from time to time and sets out conditions on changing hubs.
Clause 7.16 provides Employees may be eligible to participate in the Company Incentive Program.
Clause 8 provides for <ul style="list-style-type: none">• access to salary sacrifice for superannuation• access to Superannuation Co-contribution arrangements
Clause 9.1 provides Employees may be required to work reasonable un-rostered overtime.
Clauses 9.2 provides that a shift includes shift handovers to be completed as directed at the start and end of the shift.
Clause 9.4 provides that Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Annual Salary is calculated on the basis that Employees will work these hours.
Clause 9.6 provides that reasonable time taken to travel to or from the area designated by the Company for crib will be counted as time worked but will not be counted as part of the meal break.
Clause 10.2 provides that subject to the NES, for each deployment the Company will determine that for payment, whether a public holiday starts on the commencement of the night shift before the holiday or the morning shift of the holiday.
Clause 10.3 provides that as the Company's operations are 24/7, the Company may roster Employees to work on any day of the year including (but not limited to) Christmas Day and Boxing Day. However, the clause provides a process for employees who do not wish to work on Christmas Day and Boxing Day to seek approval not to do so.
Clause 18 enables an Employee to make an application for leave without pay.
Clause 19 provides that arrangements in the event of severe wet weather, will be dealt with in the relevant asset or mine policy. Where Employees cannot get to work due to severe wet weather or a cyclone, they are enabled to utilise accrued annual leave if they desire.
Clause 20 accommodation and travel provides for accommodation and travel entitlements for local, commute and FIFO employees.
Clause 21 provides for circumstances during which the Company can stand aside or stand down Employees with or without pay.
Clause 27 provides for a reconciliation of the amounts payable to Employees to ensure that each Employee receives at least the Above Award Guarantee, on the rostered hours actually worked.

Table C: Terms of Proposed Agreement which are less beneficial than terms in the *Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
Time off in lieu may be agreed for un-rostered overtime under clause 7.9, and periods of training under clause 7.13 without agreement, but not otherwise.	Clause 20.5 provides for arrangements where an employer and employee may agree in writing for an employee to take time off instead of being paid for a particular amount of overtime worked by the employee
The Proposed Agreement requires fortnightly (14 days) payment of entitlements.	Clause 16.4 provides that upon termination of employment, wages due to an employee will be paid within 7 days.
Clause 9.5 provides that an Employee shall not be rostered to work more than 12.5 hours in any one shift. This may or may not include both ordinary and rostered overtime hours.	Clause 12.4 provides that an employee who is a shift worker may be required to work a shift of up to 10 consecutive ordinary hours. The employer may agree with a majority of affected employees to increase the ordinary hours per day to a maximum of 12.

Table D: Terms in the *Mining Industry Award* that are not in the Proposed Agreement

Term in Modern Award
Clause 11 provides that employees may be engaged on a casual basis and sets out the employment conditions for this type of employment. The Proposed Agreement does not cover casual employees.
Clause 13.3 provides the employer may vary or suspend any roster arrangement immediately in an emergency.
Clause 15.6 provides for apprentice conditions of employment.
Clause 20.6 provides for paid rest break entitlements where an employee is required to work overtime.
Clause 22.6 provides that an employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
Clauses 22.8, 22.9 and 22.10 set out provisions governing excessive leave accruals, where an employee has accrued more than 8 weeks paid annual leave (or 10 weeks paid annual leave for a shiftworker). Clause 22.11 also provides for taking annual leave over an extended period.
Clause 27.3 provides that an employer and employee may agree to substitute another day or part-day for a day or part-day that would otherwise be a public holiday.
Clause 31.2 provides that where an employer has given notice of termination, the employee must be allowed time off without loss of pay up to one day for the purpose of seeking employment.
Clause 32.1 provides for arrangements where, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
Clause 32.2 provides where an employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum notice period in the FW Act.
Clause 32.3 provides for paid job search for employees given notice of termination in circumstances of redundancy.
Schedules F to H which provide for award administration.

Table E: Terms of Proposed Agreement which are different to terms in the *Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
Clause 3 of the EA preserves the NES clause for flexible work arrangements	Clause 6 supplements the NES regarding requests for flexible work arrangements.
Clause 5.1 provides that an Employee must be engaged as full-time or part-time Employees.	Clause 8.1 provides that employment under the Award may be full-time, part-time or casual.
Clause 5.2 provides for averaging of ordinary hours over a period of 6 months.	Clause 12.3 provides for averaging over a period of up to 26 weeks. Clause 13 provides additional provisions on rostering and averaging arrangements for cycle work.
Individual flexibility arrangements are provided for in clause 23 of the EA.	Individual flexibility arrangements are provided for in clause 5 of the Award.
<p>Clause 7.12 provides that an Employee who is recalled to work overtime after leaving the workplace (whether the Employee was notified before or after leaving the workplace) will be paid for at least four hours work at the unrostered overtime rate for each time they are recalled. Provided that this does not apply:</p> <ul style="list-style-type: none"> • where it is customary for an Employee to return to the workplace to perform a specific job outside the Employee's ordinary working hours; • where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time; or • to a second or subsequent call out if that call out is made before completion of the first call-out. <p>Overtime worked on a call-back of less than four hours will not be regarded as overtime for the purposes of a rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p>	<p>Clause 20.3 provides that where the employer requires an employee to return to work overtime after leaving the employer's premises (regardless of whether or the employee is notified before or after leaving) the employee will be:</p> <ul style="list-style-type: none"> • engaged to work for a minimum of 4 hours; or • where the employee is engaged to work for less than 4 hours, paid for a minimum of 4 hours at the appropriate overtime rate.
Clause 7.13 provides that where the Company directs an Employee to undertake training outside of the Employee's normal shift patterns, the Company will give the Employee time off in leu or make payment to the Employee in accordance with overtime rates for the period of the training.	Provisions for overtime to be compensated by TOIL (by agreement only) would apply for such hours under the Award.
<p>Clause 7.19 provides that where the Company requires an Employee to obtain or maintain a HV Switching or State Electrical Licence, the Company will reimburse the Employee for:</p> <ul style="list-style-type: none"> • the cost of the licence; and • the cost of any required training course that has been approved in advance by the Company. 	Clause 18.2(c) provides that Employees will be paid an allowance of \$42.81 per week if they are required by their employer to hold an Electrical Technicians licence (or equivalent). This allowance will be paid for all purposes.
Leave in advance is available in shut down situations	Clause 22.6 provides for a general leave in advance clause, if the Employer and Employee agree
Clause 22 sets out the procedure to be followed in the event of a dispute.	Clause 30 sets out the procedure to be followed in the event of a dispute.

2. Proposed Agreement and Black Coal Mining Industry Award

The tables below summarises and explain the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) as compared with the *Black Coal Mining Industry Award 2020*. The table below is intended to assist you understanding the Proposed Agreement, but it is not a substitute for reading the Proposed Agreement and the *Black Coal Mining Industry Award 2020*.

If you would like any further information, or you need any assistance in understanding the summary below, please contact your Line Leader.

Table A: Terms of Proposed Agreement that are more beneficial than terms in the *Black Coal Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award								
<p>Clause 7 provides that Employees are paid an annual fixed cash reward for their roster (described in the Proposed Agreement as "Annual Salary"). The Annual Salary referred to in the Proposed Agreement includes allowances, loadings, penalties and overtime and other amounts payable for rostered hours, and for their roster will always be at least 105% of the Annual salary the Employee would be paid for their roster under the Award (the Above Award Guarantee).</p> <p>The Agreement will not reduce the Annual Salary currently paid to any Employee for their role and roster.</p> <p>The Contract Annual Salary payable to an Employee under their contract at the commencement of the Agreement will: ,</p> <ul style="list-style-type: none"> • not be reduced during the term of the Agreement unless the employee changes to a roster or a position with a different Annual Salary. • not be less than the Above Award Guarantee, but may be higher than the Above Award Guarantee. <p>All salary based entitlements are paid on the higher of existing salary or the above Award Guarantee, which means they are in excess of the award rates.</p> <p>For the purpose of calculating an Employee's Above Award Guarantee under the Agreement (other than for apprentices and trainees), the minimum modern award pay level upon which an individual Employee's Above Award Guarantee will be based is as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Agreement classification of Employee</th> <th colspan="2" style="text-align: center;">Minimum award pay level</th> </tr> <tr> <th style="text-align: center;"><i>Black Coal Mining Industry Award covered Employees</i></th> <th style="text-align: center;"><i>Mining Industry Award covered Employees</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Non Trades</td> <td style="text-align: center;">Mine Worker</td> <td style="text-align: center;">Level 4</td> </tr> </tbody> </table>	Agreement classification of Employee	Minimum award pay level		<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>	Non Trades	Mine Worker	Level 4	<p>The Award sets minimum base rates of pay, overtime rates, shift loadings, penalties and allowances for rostered hours. See in particular clauses 17, 21, 22, 23, Schedules A, C, E, and I of the Award. These are not separately payable under the Agreement but are taken into account in determining an Employee's Above Award Guarantee (other than for unrostered overtime as explained below).</p>
Agreement classification of Employee		Minimum award pay level							
	<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>							
Non Trades	Mine Worker	Level 4							

Table A: Terms of Proposed Agreement that are more beneficial than terms in the *Black Coal Mining Industry Award*

Term in Proposed Agreement				Term in Modern Award
Trades	All tradespersons principally performing work on Light Vehicle maintenance and repairs	Mine Worker - Advanced	Level 6	
	0-2 years trade qualified experience	Mine Worker - Advanced	Level 6	
	2+ years trade qualified experience	Mine Worker - Specialised	Level 7	
<p>The Above Award Guarantee for Apprentices and Trainees will be based on the minimum modern award pay level appropriate to their year of apprenticeship or traineeship.</p>				
<p>Clause 7.9 provides that any un-rostered overtime, will be paid at</p> <ul style="list-style-type: none"> double the Above Award Guarantee hourly roster rate; and triple the Above Award Guarantee hourly roster rate on public holidays 				<p>Clause 21 provides for overtime rates:</p> <ul style="list-style-type: none"> Paid at the award rate which is at least 5% below the EA rates Which include rates less than double time for employees who are not 6 and 7 day roster employees or regular weekend workers (paid 150% for first 3 hours of overtime on Monday to Saturday).
<p>Clause 11.5 provides that, subject to the employee's remaining accrued entitlement to paid annual leave being no less than 4 weeks, there is no limit on cashing out of annual leave</p>				<p>Clause 24.14(h) provides that the maximum amount of accrued paid annual leave that may be cashed out in any 12 months is 2 weeks.</p>
<p>Clause 11.4 provides that annual leave is paid for at the Annual Salary rate, which includes compensation for any rostered overtime and any other amounts payable for rostered hours.</p>				<p>Clause 24.6 provides that an Employee who takes annual leave must be paid the greater of:</p> <ul style="list-style-type: none"> the employee's ordinary rate of pay plus a loading of 20%; or the employee's rostered earnings for the period of annual leave, which includes all rostered overtime and rostered public holidays (paid at 200%), but, excludes shift allowances, for non-7 day roster employees.
<p>Clause 12.1(c) provides for accrued but untaken personal/carer's leave to be paid out on termination of employment at the Employee's Annual Salary rate, other than where:</p> <ul style="list-style-type: none"> termination is a result of serious misconduct; the Employee is within probation; or 				<p>Clause 33.4(b) only allows for accrued but untaken personal/carer's leave to be paid out at the employee's base rate of pay on termination where 70 or more hours has been accrued and untaken the employee is terminated:</p> <ul style="list-style-type: none"> by retrenchment;

Table A: Terms of Proposed Agreement that are more beneficial than terms in the *Black Coal Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
<ul style="list-style-type: none"> personal/carer's leave transfers to a new employer (e.g. because there is or will be a transfer of employment within the meaning of the FW Act whereby the Employee's personal/carer's leave balance will transfer). 	<ul style="list-style-type: none"> by retirement at or after age 60; by the employer because of ill health; or by death.
<p>Clause 12.2 provides for personal/carer's leave to be paid at an Employee's Annual Salary rate (which includes compensation for any rostered overtime/penalty rates).</p>	<p>Personal/carer's leave is paid at the employee's base rate of pay for ordinary hours of work in accordance with the NES</p>
<p>Clause 14 provides that an Employee is entitled to</p> <ul style="list-style-type: none"> Parental Leave in accordance with the NES; and For the term of the Agreement, Paid parental leave at Salary in accordance with the BHP Group Parental Leave Australia Policy 	<p>Clause 26 provides for Parental Leave in accordance with the NES.</p>
<p>Clause 16 provides that an Employee is entitled to</p> <ul style="list-style-type: none"> Community Service Leave in accordance with the NES; and For the term of the Agreement, the entitlements in accordance with the BHP Group Public Service Leave - Australia Policy Any paid leave to be paid at an Employee's Annual Salary rate 	<p>Clause 27 provides for community service leave in accordance with the NES.</p>
<p>Clause 17 provides that an Employee is entitled to</p> <ul style="list-style-type: none"> paid family and domestic violence leave in accordance with the NES; and for the term of the Agreement, the entitlements in the BHP Group Family and Domestic Violence Support Policy Paid leave to be paid at an Employee's Annual Salary rate 	<p>Clause 28 provides for family and domestic violence leave in accordance with the NES. The NES provides 10 days of paid family and domestic violence leave.</p>
<p>Clause 25 provides that redundancy payments are the greater of:</p> <ul style="list-style-type: none"> the relevant Award; the NES; and for the term of the Agreement, the entitlements in the BHP Redundancy Termination Australia Policy. <p>Redundancy pay to be paid at an Employee's Annual Salary rate</p>	<p>Clause 34 of the Award provides for redundancy payments in addition to the NES.</p>

Table A: Terms of Proposed Agreement that are more beneficial than terms in the *Black Coal Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
<p>Clause 26.2 provides for four weeks' of notice from the Company to terminate an Employee's employment (other than for probationary employees). Additionally, clause 26.4 provides that the period of notice for termination by the Company shall increase by one week (equivalent to 5 weeks of notice) if the Employee is over 45 years old and has completed more than two years continuous service.</p> <p>The Proposed Agreement does not provide for deduction of notice from wages if an employee does not give one week's notice.</p>	<p>Clause 33, read together with NES, provides that the period of notice for termination by the employer is:</p> <ul style="list-style-type: none"> • For an employee with less than one year continuous service – one week • For an employee with one to three years continuous service – two weeks • For an employee with three to five years continuous service – three weeks • For an employee with more than five years continuous service – 4 weeks • And an additional week if the Employee is over 45 years old and has completed more than two years continuous service. <p>Provided that a minimum 4 weeks (plus one additional week if the employee is over 45 years old and has completed more than five years of service) is payable under clause 33.3 of the Award in the event of termination by reason of redundancy.</p> <p>Clause 33.1(c) provides that if an employee does not give a one week period of notice of termination, then the employer may deduct from wages due to the employee an amount that is no more than one week's wages.</p>

Table B: Terms in the Proposed Agreement that are not in the *Black Coal Mining Industry Award*

Term in Proposed Agreement
<p>Clause 3.3 has a NES preservation clause.</p>
<p>Clauses 6.3 to 6.5 provide Employees are employed to work at deployments within a hub as directed by the Company from time to time and sets out conditions on changing hubs.</p>
<p>Clause 7.16 provides Employees may be eligible to participate in the Company Incentive Program.</p>
<p>Clause 7.17 provides that where an overpayment of salary or entitlements has occurred, Employees must repay the overpayment within a reasonable period of time. Where the overpayment is not repaid within a reasonable period of time, the Company is authorised to deduct and retain any overpayments from the Employee's pay, including from termination payments.</p>
<p>Clause 7.19 provides that where the Company requires an Employee to obtain or maintain a HV Switching or State Electrical Licence, the Company will reimburse the Employee for:</p> <ul style="list-style-type: none"> • the cost of the licence; and • the cost of any required training course that has been approved in advance by the Company.
<p>Clause 8 provides for</p> <ul style="list-style-type: none"> • access to salary sacrifice for superannuation • access to Superannuation Co-contribution arrangements
<p>Clause 9.2 provides that a rostered shift includes hot seat changes/handovers to be completed as directed at the</p>

start and end of the shift.
Clause 9.4 provides that Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Annual Salary is calculated on the basis that Employees will work these hours.
Clause 9.6 provides that reasonable time taken to travel to or from the area designated by the Company for crib will be counted as time worked but will not be counted as part of the meal break.
Clause 10.2 provides that, for payment, each deployment will determine whether a public holiday starts on the commencement of the night shift before the holiday or the morning shift of the holiday.
Clause 18 enables an Employee to make an application for leave without pay.
Clause 19 provides that arrangements in the event of severe wet weather will be dealt with in the relevant asset or mine policy. Where Employees cannot get to work due to severe wet weather or a cyclone, they are enabled to utilise accrued annual leave if they desire.
Clause 20 accommodation and travel provides for accommodation and travel entitlements for local, commute and FIFO employees.
Clause 21 provides for circumstances during which the Company can stand aside Employees with or without pay.
Clause 27 provides for a reconciliation of the amounts payable to Employees to ensure that each Employee receives at least the Above Award Guarantee, on the rostered hours actually worked.

Table C: Terms of Proposed Agreement which are less beneficial than the term in the *Black Coal Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
Time off in lieu may be agreed for un-rostered overtime under clause 7.9, and periods of training under clause 7.13 without agreement, but not otherwise.	Clause 21.11 provides for arrangements where an employer and employee may agree in writing for an employee to take time off instead of being paid for a particular amount of overtime worked by the employee
Clause 7.14 provides that Annual Salary will be averaged over a year and paid fortnightly in arrears.	Clause 19.1 provides that unless otherwise agreed between the employer and the majority of employees, wages will be paid weekly.
The Proposed Agreement requires fortnightly (14 days) payment of entitlements.	Clause 19.4 provides that upon termination of employment, wages due to an employee will be paid on the day of such termination or forwarded by post or paid by EFT within 72 hours.
Clause 9.5 provides that an Employee shall not be rostered to work more than 12.5 hours in any one shift. This may or may not include both ordinary and rostered overtime hours.	Clause 15.1 provides that an employer may determine the shift length to be worked where the ordinary hours of the shift do not exceed 10 hours. A shift may be longer than 10 ordinary hours where the employer and the majority of affected employees agree or resolved in accordance with the Dispute Resolution clause of the Award.
Clause 9.5 provides that the Company will determine starting and finishing places. Clause 9.5 also provides that the Company will give at least 7 days' notice of any change to start and finish places, unless otherwise agreed between the Company	Clause 15.4 of the Award provides that <ul style="list-style-type: none"> • The starting and finishing place of a shift: <ul style="list-style-type: none"> ○ are to be agreed between the employer and the majority of affected employees; or

and the Employee or there are operational requirements that require a shorter period of notice (or the Employee is moving permanently from a non-continuous roster to a rotating continuous roster in which case the reference to 7 days is to be taken as 14 days).	<ul style="list-style-type: none"> ○ in the absence of agreement, are resolved in accordance with the procedure in clause 32— Dispute resolution. ● At underground mines, the designated starting and finishing place will be on the surface.
Under 9.6 of the Proposed Agreement, Employees will not be required to work more than 5 hours without a meal and rest break.	Clause 16.1 provides an employee will not be required to work for more than 5 hours without a meal break, provided that if an employee agrees to work more than 5 hours unless otherwise agreed they will be paid for any work beyond 5 hours at the applicable overtime rates until a meal break is taken.
Clause 10.3 provides that as the Company's operations are 24/7, the Company may roster Employees to work on any day of the year including (but not limited to) Christmas Day and Boxing Day. However, the clause provides a process for employees who do not wish to work on Christmas Day and Boxing Day to seek approval not to do so.	Clause 29.5 provides that each year, the employer will nominate two holidays which will not be worked (other than employees working shifts of up to 8.5 ordinary hours on weekdays).

Table D: Terms in the *Black Coal Mining Industry Award* that are not in the Proposed Agreement

Term in Modern Award
Schedules B and C apply to staff employees. (Staff employees are not covered by the Proposed Agreement.)
Schedules F to H are award administrative provisions
The Award includes provisions under clause 15.6 governing rostered days off.
Clause 16.2 provides for additional paid meal break entitlements where an employee is required to work non-rostered overtime.
Clause 24.5 provides that annual leave will be given and taken in not more than 3 periods, one of which will be at least 3 weeks' duration.
Clauses 24.10, 24.11 and 24.12 sets out provisions governing excessive leave accruals, where an employee has accrued more than 10 weeks paid annual leave (or 12 weeks paid annual leave for a shiftworker).
Clause 24.13 provides that an employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
Clause 29.2 provides that an employer and employee may agree to substitute another day or part-day for a day or part-day that would otherwise be a public holiday.
<p>Clause 29.5 provides :</p> <ul style="list-style-type: none"> ● that if the employer does not require employees to work on a public holiday, the employer must give the employee as much notice as possible of this decision. If the notice of not being required to work is less than 4 weeks, an employee who was rostered is to be paid for ordinary hours as if the public holiday was worked. ● if the employer decides that an employee is not required to work on a designated public holiday due to a strike or ban, employees other than those involved in the strike or ban are to be paid at their classification rate for ordinary hours.
Clause 29.6 provides that employees who only work shifts up to 8.5 ordinary hours on weekdays cannot be rostered for ordinary hours on public holidays except in exceptional circumstances

Clause 33.4(b)(ii) provides that where an employer terminates the employment of an employee during a period of absence on paid personal leave, the employee must be paid until the employee has no further accumulation of personal leave or until the employee is fit for duty, whichever occurs first.

Table E: Terms of Proposed Agreement that are different to terms in the *Black Coal Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
<p>Clause 3 of the EA preserves the NES clause for flexible work arrangements</p>	<p>Clause 6 supplements the NES regarding requests for flexible work arrangements.</p>
<p>Clause 6.1 provides Employees are required to undertake all duties as reasonably directed by the Company that are within their skill and competence and, where required by law, authorised, and in accordance with safe working practices.</p> <p>Clause 6.2 provides Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company and will teach work skills to others as required.</p>	<p>Clause 12.2 provides that:</p> <ul style="list-style-type: none"> • an Employee <ul style="list-style-type: none"> ○ must perform work as reasonably required by the employer; and ○ must undertake training that the employer reasonably requires (which may include training to maintain their classification or acquire new competencies). • Where an employee does not perform work or undertake training the employee is not entitled to payment for that period. • The employer may direct an employee to carry out duties that are within the limits of the employee's skills, competence and training consistent with the respective classification structures of this award provided that the duties: <ul style="list-style-type: none"> ○ are not designed to promote deskilling; and ○ are within safe working practices and statutory requirements.
<p>Clause 7.12 provides that an Employee who is recalled to work overtime after leaving the workplace (whether the Employee was notified before or after leaving the workplace) will be paid for at least four hours work at the unrostered overtime rate for each time they are recalled. Provided that this does not apply:</p> <ul style="list-style-type: none"> • where it is customary for an Employee to return to the workplace to perform a specific job outside the Employee's ordinary working hours; • where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time; or • to a second or subsequent call out if that call out is made before completion of the first call-out. <p>Overtime worked on a call-back of less than four hours will not be regarded as overtime for the purposes of a rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p>	<p>This is broadly consistent with clause 21.8, save only that the Agreement has an additional exception – that the overtime minimum payment under the Agreement does not apply to a to a second or subsequent call out if that call out is made before completion of the first call-out.</p>
<p>Clause 7.14 provides that where the Company directs an Employee to undertake training outside of the Employee's normal shift patterns, the Company will provide time off in lieu or make payment to the Employee in accordance with overtime rates for the</p>	<p>Access to overtime or TOIL (by agreement only) would apply for such hours under the Award.</p>

Table E: Terms of Proposed Agreement that are different to terms in the *Black Coal Mining Industry Award*

Term in Proposed Agreement	Term in Modern Award
period of the training.	
Clause 9.5 provides that the Company will determine starting and finishing times.	<p>Clause 15.2 of the Award provides that Shifts of longer than 10 ordinary hours will be worked between the starting and finishing times:</p> <ul style="list-style-type: none"> ○ that are agreed between the employer and the majority of affected employees; or ○ in the case of a dispute, that are resolved in accordance with clause 32—Dispute resolution.
Clause 9.5(b) provides that the Company will provide an Employee with one week’s notice of any change to the Employee’s place on a roster, unless otherwise agreed with the Employee.	Clause 15.5 provides that the employer may change an employee’s place on the roster with one week’s notice. Where less than one week’s notice is given, the employee is paid at overtime rates for all work from the time of change of shift until the one week’s notice referred to in clause 15.5(a) would have expired.
Under 9.6 of the Proposed Agreement, Employees are entitled to meal and rest breaks up to a total of 30 minutes for each 5 hours worked.	Clause 16.1 provides an employee is entitled to a meal break of 30 minutes without deduction from pay for each 5 hours worked during rostered hours.
Leave in advance is available in shut down situations	The award provides for a general leave in advance clause, if the Employer and Employee agree (as well as a specific leave in advance provision for shutdown situations).
Individual flexibility arrangements provided for in clause 23 of the EA are consistent with the model term for term for EAs.	Individual flexibility arrangements provided for in clause 5 of the Award are consistent with the term for awards.
Clause 22 sets out the EA procedures to be followed in the event of a dispute.	Clause 32 sets out the award procedure to be followed in the event of a dispute.