

# Explanation of terms and effects of the Operations Services Maintenance Agreement

## A. Explanation of terms of Operations Services Maintenance Agreement

1. 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;
  - the tables comparing the Proposed Agreement to
    - the *Mining Industry Award 2020* and
    - the *Black Coal Mining Industry Award 2020* .

In addition to explanation and comparisons of the Proposed Agreement provided in this document, there are employees who may be subject to an enterprise agreement that has transferred with them to the Company as part of a transfer of business under Part 2-8 of the FW Act.

Further information about transfer of business is available from the Fair Work Ombudsman at <https://www.fairwork.gov.au/employment-conditions/when-businesses-change-owners>.

The potential transferring instruments that the Company has identified may apply to some employees are as follows:

- [Nickel West Northern Operations Region Safety Net Agreement 2012](#)
- [Mining Area C Operations Agreement 2015](#)
- [BHPIO Port Operations EA](#)
- [Yandi Operations Agreement 2013](#)
- [Jimblebar Operations Agreement 2012](#)
- [Whaleback Fly-In Fly-Out Agreement 2013](#)
- [Eastern Ridge Operations Agreement 2014](#)
- [Downer Operations, Maintenance & Services WA Enterprise Agreement 2017](#)
- [Rema Tip Top Industrie Pty Ltd Single Enterprise Agreement 2014](#)
- [WesTrac Pty Ltd Western Australian Service Operations Enterprise Agreement 2019](#)
- [MMPL Enterprise Agreement 2015](#)

All of those enterprise agreements have reached their nominal expiry date, so if the Proposed Agreement is approved by the Fair Work Commission it will apply instead of any of those enterprise agreement when it commences operation.

Documents comparing the Proposed Agreement to each of those potential transferring instruments are located on the [OS EA Information Hub](#) and the [CorpVote website](#).

If one of these agreements applied to you during a prior period of employment with another BHP group company or a third party contractor to BHP (**old employer**), then that agreement may still apply to your employment with the Company. When looking at pay rates in those potential transferring instruments, if the base rate of pay payable under an instrument is less than the base rate of pay in the modern award, then the modern award pay rate applies under section 206 of the FW Act.

2. If you would like any further information on any of the above, you can access a range of helpful materials by accessing:

- our “OS EA information hub”, at the following link or QR Code–  
<https://www.bhp.com/about/our-businesses/minerals-australia/operations-services-enterprise-agreement-information-hub/maintenance>



- the [CorpVote website](https://netvote.com.au/670) at the following link – <https://netvote.com.au/670>

3. If you need any assistance in understanding the Proposed Agreement or the summary below, you can:

- email [OSEA@bhp.com](mailto:OSEA@bhp.com)
- ask your Supervisor.

Explanation all employees	
Clause	Explanation
<b>1. Title</b>	This clause states that the name of the Proposed Agreement is the <i>Operations Services Maintenance Agreement</i> .
<b>2. Coverage</b>	<p>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 - Trades and Non-Trades workers, Trainees, and Apprentices, who undertake maintenance activities on a mining operation (Employees) in Australia. The Agreement clarifies that a mining operation:</p> <ul style="list-style-type: none"> <li>• includes port operations in Western Australia which service mining operations.</li> <li>• Does not include work performed by trainees and apprentices principally engaged at the Company’s FutureFit Academies, including when engaged in on-site placements of the FFA training program. (See clause 6.6)</li> </ul> <p>There is no definition of <i>maintenance activities</i> but it is the intention that maintenance activities has its normal meaning in the business, covering any work connected to the mechanical or electrical repair, refurbishment, reconditioning, maintaining, installation, testing and fault finding of plant, equipment and infrastructure performed by employees covered by the proposed Agreement.</p>
<b>3. Relationship with Other Instruments and the National Employment Standards</b>	<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"> <li>• <i>Black Coal Mining Industry Award 2020</i>.</li> <li>• <i>Mining Industry Award 2020</i>.</li> </ul> <p>The National Employment Standards (<b>NES</b>) 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"> <li>1. the NES will apply and</li> <li>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.</li> </ol> <p>The effect of this clause is to recognise and reinforce the safety net provisions of the NES operate as a minimum safety net. This means that if at any time a clause in the Proposed Agreement is inconsistent with the NES and the NES provides a higher benefit, the EA term will not apply except to the extent that it is more beneficial for Employees.</p> <p>You have been provided with access to a copy of the NES sections of the Fair Work Act in your ballot packs and through the <a href="#">OS EA Information Hub</a> and the <a href="#">CorpVote website</a>.</p>

**Explanation all employees**

Clause	Explanation
	<p>Further information about the NES can be accessed:</p> <ul style="list-style-type: none"> <li>• by reviewing document (8) “OS Maintenance Agreement comparison to National Employment Standards”</li> <li>• on the Fair Work Ombudsman website: <a href="https://www.fairwork.gov.au/employment-conditions/national-employment-standards">https://www.fairwork.gov.au/employment-conditions/national-employment-standards</a>.</li> </ul>
<p><b>4. Term of Agreement</b></p>	<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"> <li>• from the commencement of the Proposed Agreement which is seven days after it is approved by the FWC,</li> <li>• to the nominal expiry date which is four years from the date of the approval by the FWC.</li> </ul> <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 otherwise continue to operate after the nominal expiry date, until it is terminated or replaced by another agreement.</p>
<p><b>5. Type of Employment</b></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"> <li>• 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</li> <li>• 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.</li> </ul> <p>Part Time Employees are Employees who:</p> <ul style="list-style-type: none"> <li>• are employed to work less than; <ul style="list-style-type: none"> <li>○ 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</li> <li>○ 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>);</li> </ul> </li> <li>• have reasonably predictable hours of work; and</li> <li>• receive pro rata pay and conditions to Full Time Employees who do the same kind of work.</li> </ul> <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) (<b>FW Act</b>) requires this.</p>
<p><b>6. Duties</b></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>Some employees have contracts that specify employment is in a hub. Others may have different provisions. This clause states that notwithstanding anything to the contrary in an Employee’s contract of employment, all Employees are employed to work in a hub.</p> <p>The hubs are defined as:</p> <ul style="list-style-type: none"> <li>• Queensland Hub which includes all mining operations in Queensland at which the Company provides services now or in the future;</li> <li>• Western Australia Hub which includes all mining operations in Western Australia at which the Company provides services now or in the future;</li> <li>• South Australia Hub which includes all mining operations in South Australia at which the</li> </ul>

**Explanation all employees**

Clause	Explanation
	<p>Company provides services now or in the future; and</p> <ul style="list-style-type: none"> <li>any additional region the Company designates as a new hub in the future.</li> </ul> <p>You can't be transferred between hubs (e.g. between the Queensland and Western Australia Hubs) without your agreement. If you are working in the Queensland Hub on commencement of the EA then that remains your hub unless you agree to a change.</p> <p>Within your hub, you will work in deployments as directed by the Company. A deployment can be at one mining operation in the hub or cover multiple mining operations in the hub (for example, a shutdown maintenance deployment may be stated to cover multiple mining operations). You be told this when commencing in your deployment.</p> <p>If your deployment changes within your hub, you will be given at least 14 days notice unless you agree to a shorter period.</p> <p>As explained in relation to clause 25 (redundancy) of the proposed Agreement below, it is the Company's position that if a need for work at one mining operation in the hub is coming to an end, and the Company can provide work at another mining operation in the hub, the Company can move you to where it has work in the hub and if this occurs your employment is not terminated by the Company. In these circumstances it is the Company's position that no redundancy pay would be payable if you decide to end your employment rather than continue your employment with the Company in the other location.</p> <p>In the event of a move within your hub, the terms and conditions of your employment will be reviewed to take into account any change in your responsibilities or rosters due to the change.</p> <p>Transfers <u>between</u> hubs will be by agreement between 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><b>7. Remuneration</b></p>	<p><b>Annual Salary and Above Award Guarantee</b></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</p> <ol style="list-style-type: none"> <li>will guarantee that the commencement of this Agreement will not adversely affect your current contract salary unless some time in the future you change roles or rosters.</li> <li>will guarantee that for the Term of the Agreement, your contract salary will not be reduced unless some time in the future you change roles or rosters.</li> <li>provides that your Annual Salary will continue to be reviewed annually as part of the Company's annual remuneration review processes (ARR), with outcomes to be determined by the Company.</li> <li>will guarantee that during the term of the Agreement and 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 (AAG).</li> </ol> <p>A change we have made to this clause adds to the above protections and provides that for the 4 year term of the agreement your salary will receive a guaranteed increase not less than a 4 % increase on your 30 June Annual Salary.</p> <p>This means that reviews for salaries for an Employee's roster and position will be conducted twice a year. They will be reviewed:</p> <ul style="list-style-type: none"> <li>Between 1 and 15 July each year to ensure your Annual Salary remains at least at the level of the AAG (any increase is usually payable from the first pay period after 1 July);</li> <li>Annually in September for the term of the Proposed Agreement, as part of the Company's ARR process to ensure your Annual Salary from the last ARR and payable as at 30 June is increased by not less than 4% of that Salary. This may include any AAG increase you have already received from 1 July.</li> </ul>

For the avoidance of doubt the 4% total increase for an individual employee each year is a minimum and not a maximum. A higher increase may be paid to an individual employee:

- based on the Company's assessment in the ARR of individual performance; or
- if required to meet the AAG.

*Examples of how the 4% Salary Reviews would operate based on notional rates are set out below.*

	<b>Example 1 - Bailey</b>	<b>Example 2 - Charlie</b>	<b>Example 3 - Ashley</b>
<b>Initial Above Award Guarantee Annual Salary</b> (effective 1 July 2023 – 30 June 2024)	\$155,000	\$155,000	\$155,000
<b>Actual Salary</b> (as at 30 June 2024)	\$158,000	\$162,000	\$165,000
<b>New Above Award Guarantee Annual Salary</b> (effective 1 July 2024 – incorporating Award increase from annual wage review)	\$160,650	\$160,650	\$160,650
<b>New Actual Salary</b> (effective 1 July 2024)	Increased to \$160,650	No change – Charlie's current salary of \$162,000 is already above the new Above Award Guarantee Annual Salary	No change – Ashley's current salary of \$165,000 is already above the new Above Award Guarantee Annual Salary
<b>September 2024 Annual Reward Review – 4% minimum increase on salary at 30 June</b>	\$164,320 (\$158,000 x 1.04)	\$168,480 (\$162,000 x 1.04)	\$171,600 (\$165,000 x 1.04) Ashley is a high performer so under the annual reward review they are paid an additional \$1,000
<b>New Actual Salary</b> (effective in September 2024)	Increased to \$164,320	Increased to \$168,480	Increased to \$172,600

The "Above Award Guarantee" is a guarantee that until the Agreement is replaced or rescinded, the Annual Salary payable to you for your current role and roster, will be at least the amount calculated in accordance with Appendix 1. Appendix 1 is a new provision in the Agreement, and provides the assumptions and formula for calculating the AAG.

As provided for in clause 7.8 of the Agreement, apprentice and trainee rates are calculated based on the applicable minimum modern award pay rate appropriate for their year of apprenticeship or traineeship, and are not paid at the full rates in Schedule C of the Black Coal Mining Industry Award 2020 or Schedule B of the Mining Industry Award 2020.

*Examples of how the AAG formula would operate based on award rates as at 1 May 2024 for current rosters are available at documents (4) "Above Award Guarantee (AAG) Formula Example" and (5) "Above Award Guarantee (AAG) Summary Tables".*

Employees will be provided with access to the AAG for their roster:

- on commencement of employment;
- on any change to their roster or position; and
- after 1 and by 15 July each year assuming the National Minimum Wage Order as a result of the Fair Work Commission's Annual wage review comes into operation on 1 July each year.

For the purpose of calculating an Employee's AAG under this Agreement (other than for apprentices and trainees), the **minimum** modern award pay level upon which an individual Employee's AAG will be calculated is as follows:

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
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

The AAG for Apprentices and Trainees will be based on the minimum modern award pay level appropriate to their year of apprenticeship or traineeship. This means apprentices and trainees are not paid at the full rates in Schedule C of the Black Coal Mining Industry Award 2020 or Schedule B of the Mining Industry Award 2020.

**Un-rostered overtime**

You will be paid overtime rates for un-rostered overtime that you are directed to work.

Any un-rostered overtime worked by Employees will be paid:

- other than on public holidays, at double the AAG hourly roster rate;
- on public holidays, at triple the AAG hourly roster rate.

The AAG hourly roster rate for calculating the un-rostered overtime rate will not be less than the rate calculated by dividing the AAG that is payable for the Employee's roster by the number of rostered hours per annum for the Employee's roster.

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.

*Example of un-rostered overtime rate other than on a public holiday: The AAG for an Employee is \$110,000 for which the Employee works 2,184 hours per year. The AAG 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.*

**Explanation all employees**

Clause	Explanation
	<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> <p><b>Call backs</b></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"><li>• 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</li><li>• where the overtime is worked continuous (subject to a reasonable meal break) with the end or start of ordinary working time.</li></ul> <p><b>Training</b></p> <p>The Proposed Agreement in clause 7.13 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 for the period of the training delivery or the Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.</p> <p><b>Pay periods</b></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><b>Incentive programs</b></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><b>Overpayments</b></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><b>Accident pay</b></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><b>Electrical Licences</b></p> <p>Where the Company requires an Employee to obtain or maintain a HV Switching or State Electrical Licence during their employment, the Company will reimburse the Employee for:</p> <ul style="list-style-type: none"><li>• the cost of the licence; and</li><li>• the cost of any required training course that has been approved in advance by the Company.</li></ul>

**Explanation all employees**

Clause	Explanation
<p><b>8. Superannuation</b></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 forgoing part of their Annual Salary for superannuation purposes.</p> <p>Clause 8.4 also sets out terms for access to the BHP Group Employee Co-Contribution Policy on the terms prescribed by the Policy from time to time. The Company may, at its discretion, review, vary or cease the Employee Co-Contribution Policy at any time, provided that either party can discontinue their co-contributions on 30 days' notice.</p>
<p><b>9. Hours of Work</b></p>	<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 rostered and un-rostered overtime. Under section 62 of the NES, the Company cannot request or require rostered or un-rostered overtime unless it is reasonable and an employee may refuse if the additional hours are unreasonable .</p> <p>Under this clause employees acknowledge the rostered hours are reasonable having regard to, among other things, the operational requirements of the workplace, the roster arrangements and the Annual Salary. The acknowledgment may result in the hours being held to be reasonable in any dispute about the reasonableness of additional hours within a roster . However because of the NES and clause 3 of the Agreement, these provisions remain subject to section 62 of the NES. Subject to the Proposed Agreement including any consultation obligations, 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 rostered period. This clause means that rosters can be longer than 10 hours and up to 12.5 hours made up of either or both ordinary time hours and rostered overtime.</p> <p>The Company may change rosters, days and hours of work and starting and finishing times and places, (i.e. without employee agreement), provided that:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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; under clause 24.1(b), the Company will consult with affected employees if it proposes to introduce a change to the regular roster or ordinary hours of work of Employees; and</li> <li>• under this clause 9 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"> <li>○ the Company and the Employee otherwise agree; or</li> <li>○ there are operational requirements that require a shorter period of notice to be given;</li> <li>○ 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.</li> </ul> </li> </ul> <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 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>Employees will not be required to work more than 5 hours without a meal or rest break.</p>



**Explanation all employees**

Clause	Explanation
	<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>
<p><b>10. Public Holidays</b></p>	<p>This 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. 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 Agreement recognises that</p> <ul style="list-style-type: none"> <li>• The Company’s operations are 24/7, 365-6 days a year.</li> <li>• Annual Salaries include compensation for working public holidays as required and the AAG includes compensation for working 11 public holidays.</li> <li>• The Company notifies employees through their rosters of public holidays rostered to be worked and the two public holidays they are not required to work. These may be different for different employees.</li> <li>• Employees who are rostered to work on a public holiday are being requested to work on the public holiday under the NES.</li> <li>• The FW Act provides a right for an Employee to refuse the request, if having regard to section 114 of the NES:             <ul style="list-style-type: none"> <li>a) the request by the Company is not reasonable; or</li> <li>b) a refusal by the Employee is reasonable.</li> </ul> </li> </ul> <p>However, each Employee will have at least two non-rostered public holidays per year. The two non-rostered public holidays will be determined by the Employee’s roster and are not required to be the same for any or all Employees.</p> <p>The effect of this clause is that</p> <ul style="list-style-type: none"> <li>• if the Employee wishes to refuse to work any public holiday for which they are rostered, that will be dealt with under the BHP Working Public Holidays Policy as amended from time to time. The Policy always remains subject to the NES. A copy of the current policy is available on our OS EA Information Hub.</li> <li>• The Company may seek to rely on the acknowledgments in the agreement about its operational requirements as supporting its position that a request from the Company for an employee to work on a public holiday is reasonable and that a refusal to work on a public holiday by the employee is not reasonable (see section 114 of the FW Act).</li> </ul> <p>For un-rostered overtime on a public holiday, the Company will pay triple the AAG hourly roster rate for the Employee.</p>
<p><b>11. Annual Leave</b></p>	<p>All Employees receive the NES entitlements.</p> <p>In addition to the NES,</p> <ol style="list-style-type: none"> <li>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.</li> <li>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"> <li>○ 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</li> <li>○ works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays</li> </ul> </li> </ol> <p>Dynamic roster employees may be rostered to work shifts on any of the seven days of the week and 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.</p>

**Explanation all employees**

Clause	Explanation
	The conditions on which this occurs are set out in clause 11.6.
<p><b>12. Personal / Carer's Leave</b></p>	<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.</p> <p>The effect of this is that:</p> <ul style="list-style-type: none"> <li>• 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);</li> <li>• 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).</li> </ul> <p>Under the Agreement it is paid at the Employee's Annual Salary rate.</p> <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"> <li>• termination is a result of serious misconduct;</li> <li>• the Employee is within probation; or</li> <li>• personal/carer's leave transfers to a new employer (e.g. because a transfer of employment within the meaning of the FW Act).</li> </ul> <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>
<p><b>13. Compassionate Leave</b></p>	<p>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.</p>
<p><b>14. Parental Leave</b></p>	<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>
<p><b>15. Long Service Leave</b></p>	<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.</p> <p>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"> <li>1. Black coal mining employees, the <i>Coal Mining Industry (Long Service Leave) Administration Act 1992</i> (Cth);</li> <li>2. Employees in Western Australia, <i>Long Service Leave Act 1958</i> (WA)</li> <li>3. Employees in South Australia, <i>Long Service Leave Act 1987</i> (SA)</li> </ol>
<p><b>16. Community Service leave</b></p>	<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 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>

**Explanation all employees**

Clause	Explanation
<p><b>17. Leave to Deal with Family and Domestic Violence</b></p>	<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>
<p><b>18. Leave Without Pay</b></p>	<p>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.</p>
<p><b>19. Inclement weather</b></p>	<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>
<p><b>20. Accommodation and travel</b></p>	<p>For the 4 year term of the Agreement, 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"> <li>• 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 \$8000 per year paid in equal fortnightly salary instalments.</li> <li>• 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"> <li>○ single person's village or other accommodation during the rostered swing of work.</li> <li>○ transport to and from site and accommodation each day that they perform work as directed</li> <li>○ a travel allowance of \$5000 per year, paid in fortnightly instalments for incidental costs incurred while travelling to and from their residence</li> </ul> </li> <li>• OS will provide Non-Local FIFO employees (who are employees who are not local or cannot commute), with:             <ul style="list-style-type: none"> <li>○ single person's village or other accommodation assigned by OS during the rostered swing of work</li> <li>○ 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"> <li>▪ For the Queensland Hub – Brisbane</li> <li>▪ For the Western Australia Hub – Perth</li> <li>▪ For the South Australia Hub – Adelaide</li> </ul> </li> <li>○ travel to and from site from the accommodation each day that they perform work as directed.</li> </ul> </li> </ul> <p>OS can, in the future, set other city departure points and work destinations.</p> <p><i>For example, it may offer flights from Cairns to Mackay and travel employees to the Bowen basin accommodation by bus, and then return the same way.</i></p> <p>There are conditions on these arrangements. Details are in the Agreement. In summary:</p> <ul style="list-style-type: none"> <li>• You will only receive one of those benefits – Local or commute or FIFO.</li> <li>• Employees will comply with the journey management plan and fatigue requirements of any site.</li> <li>• Employees must abide by the rules and regulations of OS and the operator as amended from time to time.</li> </ul>

**Explanation all employees**

Clause	Explanation
	<ul style="list-style-type: none"> <li>• Disruptive behaviour and/or breaching rules and regulations for accommodation or travel can invoke removal of accommodation and/or travel rights.</li> <li>• 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.</li> <li>• An employee must travel on the scheduled transport that is allocated to the employee.</li> <li>• 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.</li> </ul>
<p><b>21. Stand Aside and Stand Down</b></p>	<p>The clause provides that the Company can <b>stand aside</b> an Employee:</p> <ul style="list-style-type: none"> <li>• With or without for full or partial refusal of duty;</li> <li>• With or without pay for neglect of duty; or</li> <li>• With or without pay for misconduct, while it is being investigated.</li> </ul> <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"> <li>• remains ready, willing and able to perform work; and</li> <li>• 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).</li> </ul> <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 for stand downs in circumstances that</p> <ul style="list-style-type: none"> <li>a) the Company may <b>stand down</b> an employee without pay during a period in which the Employee cannot usefully be employed because of one or more of the following circumstances: <ul style="list-style-type: none"> <li>○ Industrial action of any kind;</li> <li>○ A breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down;</li> <li>○ An interruption to work for any cause for which the Company cannot reasonably be held responsible.</li> </ul> </li> <li>b) Employees who have been stood down will continue to have their service recognised for the purposes of "continuous service".</li> <li>c) Employees who have been stood down may request to take accrued annual or long service leave entitlements.</li> </ul>
<p><b>22. Issue Resolution Procedure</b></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"> <li>1. Employees must first try to resolve the issued at the workplace level; that is with their immediate Supervisor,</li> <li>2. If it remains unresolved then the Employee may refer it for discussion to their Superintendent and</li> <li>3. If it is still unresolved, the Employee may refer it for discussion to their Departmental Manager.</li> </ol> <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>

**Explanation all employees**

Clause	Explanation
	<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><b>23. Individual Flexibility</b></p>	<p>This clause provides that the Company and individual Employees may agree to make an individual flexibility arrangement.</p>
<p><b>24. Management of Change / Consultation</b></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><b>25. Redundancy</b></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>Under the proposed Agreement, if a need for work at one mining operation in the hub is coming to an end, and the Company can provide work at another mining operation in the hub, the Company can move you to where it has work in the hub and if this occurs your employment is not terminated by the Company. In these circumstances it is the Company's position that no redundancy pay would be payable if you decide to end your employment rather than continue your employment with the Company in the other location.</p> <p>In circumstances where the Company does terminate your employment due to redundancy, an Employee's redundancy pay (inclusive of any severance and retrenchment) will be the greater of:</p> <ul style="list-style-type: none"> <li>• the amount the Employee would be entitled to under the relevant modern award;</li> <li>• 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).</li> </ul> <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 of the proposed Agreement. 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. 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>
<p><b>26. Termination of Employment</b></p>	<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>
<p><b>27. Reconciliation</b></p>	<p>The effect of clause 7 of the proposed Agreement, is the Company must comply with the terms of the AAG clause in the Agreement</p> <p>This clause provides a mechanism for the employee to require the Company to provide a reconciliation of the amounts payable to Employees under the Agreement to ensure that each Employee receives at least the AAG, on the rostered hours actually worked.</p>

**Explanation all employees**

Clause	Explanation
	<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"> <li>• within 28 days after 1 January or 1 July each year (<b>Review Date/s</b>) and covering the period of six months prior to the Review Date; or</li> <li>• 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. (<b>Review Period</b>)</li> </ul> <p>The review will be conducted by reviewing the amounts paid and rostered hours actually worked in the Review Period.</p> <p>Examples of how the Review Period dates for a reconciliation would operate based on an EA commencement date of 20 June 2024 are set out below:</p> <ul style="list-style-type: none"> <li>• <b>Example 1</b> - Agreement commences operation on 20 June 2024. Between 1 January and 28 January 2025, an Employee can request a review of their rostered hours actually worked in the period 1 July 2024 and 31 December 2024.</li> <li>• <b>Example 2</b> – Review at time of termination: The Agreement commences operation on 20 June 2024. An Employee finishes on 30 March 2025. On 30 March 2025, the Employee can request a review of their rostered hours actually worked in the period 1 January 2025 to 30 March 2025.</li> </ul> <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>
<p><b>28. No Further Claims</b></p>	<p>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.</p>
<p><b>Appendix 1</b></p>	<p>This schedule sets out how the AAG is calculated:</p> <ol style="list-style-type: none"> <li>1. Calculations will be based on the award that would have applied to employees if the Agreement did not apply (either the <i>Mining Industry Award 2020</i> or the <i>Black Coal Mining Industry Award 2020</i>).</li> <li>2. All roster calculations are based on allocating ordinary hours equally across all rostered working shifts e.g., in coal operations on a 7/7 12.5DN roster, 10 ordinary hours are allocated for each shift and 2.5 hours of overtime.</li> <li>3. Calculate the payments for rostered ordinary and overtime hours are calculated in each roster cycle at the relevant hourly rates in Schedule C of the Black Coal Mining Industry Award 2020 or schedule B Mining Industry Award 2020 as the case may be (excluding public holiday penalties that are added separately in step 6).</li> </ol> <p>As provided for in clause 7.8 of the Agreement, apprentice and trainee rates are calculated based on the applicable minimum modern award pay rate appropriate for their year of apprenticeship or traineeship, and are not paid at the full rates in Schedule C of the Black Coal Mining Industry Award 2020 or Schedule B of the Mining Industry Award 2020.</p> <ol style="list-style-type: none"> <li>4. Calculate the amounts payable in each roster cycle for the allowances listed in step 4.</li> <li>5. Adding the sum of items 3 and 4 and multiplying that by the number of cycles worked in a calendar year of 365.25 days.</li> <li>6. Calculate additional payment for 11 public holidays as if worked at double time and add that to the sum arrived at under item 5 (to make at least the triple time rate for those public holidays).</li> <li>7. Adding 5% to the sum in item 6 to calculate the AAG annual salary that will be paid for rostered hours.</li> </ol> <p>The schedule also provides in item 8 that other award allowance payments not included in AAG annual salary will be payable at the rate of 105% of the Award.</p>