

1. Proposed Agreement and Mining Industry Award

The tables below summarise and explain 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 and is calculated in accordance with the formula in schedule 1 (the Above Award Guarantee).</p> <p>The current Contract Annual Salary payable to an Employee under their contract for their role and roster 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. be reviewed annually to guarantee a minimum annual increase having regard to AAG and ARR increases, with a minimum of 4% calculated as per the EA. <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 covered Employees</i></th> <th><i>Mining Industry Award covered Employees</i></th> </tr> </thead> <tbody> <tr> <td>Non Trades</td> <td>Mine Worker</td> <td>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 relevant classifications and rostered hours. See in particular clauses 15, 18, 20, 21, and Schedules A to E of the Award.</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 *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	
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.				
All salary based entitlements (including redundancy and paid leave – see below), are paid on the higher of existing salary or the above Award Guarantee, which means they are in excess of the award rates.				Wage based entitlements are based on award rates.
<p>Clause 7.9 provides that all 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"> calculated on the award rate which is 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 award rate when working on a public holiday.</p>
Clause 7.14 provides that Annual Salary will be averaged over a year and paid no longer than fortnightly in arrears.				Clause 16.1 provides that wages, penalties and allowances will be paid at a frequency of not longer than monthly.
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.				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>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</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

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<p>least 7 days' notice of any change to ordinary start and 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).</p>	<ul style="list-style-type: none"> shorter notice if agreed
<p>Clause 9.5(a) provides that employees will have a minimum break of 10 consecutive hours between shifts.</p>	<p>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.</p>
<p>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.</p>	<p>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>
<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>	<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.</p>
<p>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</p>	<p>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.</p>
<p>Clause 11.4 provides that annual leave is paid for at the Annual Salary rate, which includes compensation for all rostered overtime.</p>	<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%.
<p>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:</p>	<p>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 accrued annual leave for the period of the shut down, then the employee may be</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
<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>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 unpaid 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, and where paid, is paid at the employee's base rate of pay for ordinary hours of work..</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 at the employee's full rate of pay, worked out as if the employee had not taken the period of leave.</p>

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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 25 provides that redundancy payments will not fall below the award and 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 payment rates in the policy are higher than the current award payments. Redundancy pay is paid at an Employee's Annual Salary rate.</p>	<p>Clause 32 of the Award provides for redundancy and payments in accordance with the NES which are lower than the EA and paid at a lower rate.</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
<p>Clause 3.3 provides that 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"> the NES will apply and 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>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>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 7.19 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 measures to improve superannuation accruals through</p> <ul style="list-style-type: none"> • access to salary sacrifice for superannuation • access to Superannuation Co-contribution arrangements
<p>Clause 9.1 provides Employees may be required to work reasonable un-rostered overtime.</p>
<p>Clauses 9.2 provides that a shift includes shift handovers to be completed in rostered hours as directed at the start and end of the shift.</p>
<p>Under Clause 9.4, 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. .</p>
<p>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.</p>
<p>Clause 10 provides that the Company's operations are continuous (24/7, across a full year) and the Company will comply with the NES and also ensure that there will be two non-working public holidays per year included in the roster of each employee.</p>
<p>Clause 18 enables an Employee to make an application for leave without pay. The Company can determine the response to any applications.</p>
<p>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.</p>
<p>Clause 20 accommodation and travel provides for accommodation and travel arrangements for local, commute and FIFO employees.</p>
<p>Clause 27 provides for a procedure to request and receive 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.</p>
<p>Schedule 1 is a formula for calculating the AAG defined by clause 7.</p>

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
<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.
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.
<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 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.
Clause 21 provides for circumstances during which the Company can stand aside or stand-down Employees with or without pay.	The award has no stand aside or stand down provisions. Therefore, section 524 of the Fair Work Act applies in relation to stand down arrangements.

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 additional 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 as defined by the award). 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 is 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 <i>Mining Industry Award</i>	
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.
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.	The award does not have a fixed annual increment. It is dependent on the FWC national wage case.
Clause 7 provides that salaries under the Agreement (including the AAG) are annualized and incorporate/ paid-in-lieu of allowances unless otherwise provided by the proposed agreement eg electrical licence, local and non-local allowances.	The Award has annualised salary provisions in clause 17.
Individual flexibility arrangements are provided for in clause 23 of the EA.	Individual flexibility arrangements are provided for in clause 5 of the Award.

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

Term in Proposed Agreement	Term in Modern Award
	•
<p>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.</p>	<p>Provisions for overtime to be compensated by TOIL by agreement only would apply for such hours under the Award.</p>
•	
<p>Leave in advance is available in shut down situations</p>	<p>Clause 22.6 provides for a general leave in advance clause, if the Employer and Employee agree</p>
<p>Clause 22 sets out the procedure to be followed in the event of a dispute.</p>	<p>Clause 30 sets out the procedure to be followed in the event of a dispute.</p>