

Summary of terms of the Operations Services Maintenance Agreement and the National Employment Standards

A. Overview

The table below summarises the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) in relation to the National Employment Standards (**NES**) in the *Fair Work Act 2009* (Cth). The table is intended to assist you understand the Proposed Agreement, and must be read in conjunction with

- the Proposed Agreement; and
- the Explanation of terms and effects of the Operations Services Maintenance Agreement.

If you would like any further information, or you need any assistance in understanding the Proposed Agreement or the summary below, you can

- contact your Line Leader
- access a range of helpful materials by clicking on the OS EA SharePoint or the CorpVote ballot website.
- ask your Superintendent.
- email OSEA@bhp.com
- Use the QR Code .



B. Summary

Summary of the Proposed Agreement in relation to NES entitlements			
NES Clause Ref	Summary of the NES Clause	Proposed Agreement Clause Ref	Summary of the Proposed Agreement Clause
Annual Leave (Sections 86 – 94)	<p>4 weeks paid leave per year (pro rata for part-time employees) + 1 week for eligible shift workers.</p> <p>An employer and employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave.</p>	Annual leave (Clause 11)	<p>Annual leave entitlements will be provided for in accordance with the NES.</p> <p>Employees are entitled to annual leave, in addition to the amount provided for in the NES, such that the Employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of service is a cumulative total of 5 weeks.</p> <p>An Employee who:</p> <ul style="list-style-type: none"> (a) 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 (b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays, <p>is a shiftworker for the purpose of the NES and entitled annually to an additional week of annual leave, being a cumulative total of 6 weeks.</p> <p>An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave.</p> <p>The Company require affected Employees to take leave during a Temporary Shutdown Period.</p>
Personal/carer's leave (Sections 95 – 101)	<p>10 days paid leave per year (pro rata for part-time employees)</p>	Personal / carer's leave (Clause 12)	<p>Personal/carer's leave entitlement will be provided for in accordance with the NES and the relevant modern award, provided that:</p> <ul style="list-style-type: none"> (a) Employees will be credited with their annual entitlement to personal/carer's leave under the NES and in accordance with the relevant modern award; (b) personal/carer's leave accruals for any Employee will not be less than the Employee would have received under a clause in a modern award that would have applied to that Employee but for this Agreement; (c) accrued but untaken personal/carer's leave will be paid out on termination of employment (except where the termination is a result of serious misconduct, or the Employee is within probation, or where personal/carer's
Unpaid Carer's leave (Sections 102 – 103)	<p>2 days unpaid leave per permissible occasion (if no paid personal leave left)</p>		

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			leave transfers to a new employer) and is paid at the Employee's Annual Salary rate.
Compassionate leave (Sections 104 – 106)	2 days paid leave per permissible occasion	Compassionate leave (Clause 13)	Compassionate leave entitlements will be provided for in accordance with the NES.
Family and domestic violence leave (Sections 106A – 106E)	10 days paid leave per year	Leave to deal with family and domestic violence (Clause 17)	Paid family and domestic violence leave is provided for in the BHP Group Family and Domestic Violence Support Policy, as amended from time to time (subject to the clause below). The entitlements will not be less than: <ul style="list-style-type: none"> (a) the NES; (b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.
Community service leave Jury service Voluntary emergency management activities (Sections 108 – 112)	10 days paid leave with make-up pay + unpaid leave as required for jury service Unpaid leave to engage in other eligible community service (such as voluntary emergency management activities)	Community service leave (Clause 16)	Community service leave entitlements are provided for in accordance with the BHP Group Public Service Leave - Australia Policy, as amended from time to time (subject to the clause below). The entitlements will not be less than: <ul style="list-style-type: none"> (a) the NES; (b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.
Long service leave (Sections 113 – 113A)	May be entitled to long service leave under the NES, an enterprise agreement or under state or territory legislation. Amount and eligibility rules vary	Long service leave (Clause 15)	Long service leave is in accordance with applicable legislation. Long service leave accrues and must be taken subject to relevant legislation and the Company policies, as amended from time to time. Long service leave is paid at an Employee's Annual Salary rate in accordance with their normal pay periods.

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<p>Parental leave (Sections 67 – 85)</p>	<p>12 months unpaid leave – can extend up to 24 months with employer’s agreement.</p> <p>Eligible after 12 months employment.</p>	<p>Parental leave (Clause 14)</p>	<p>Employees are entitled to parental leave at least in accordance with the BHP Group Parental Leave Australia Policy, as amended from time to time (subject to the clause below).</p> <p>The entitlements will not be less than:</p> <ul style="list-style-type: none"> (c) the NES; (d) for the term of this Agreement, the entitlements in the Policy as at commencement of the Agreement.
<p>Maximum hours of work (Sections 62 0 64)</p>	<p>Full-time employees – 38 hours per week + reasonable additional hours</p> <p>Part-time employees – 38 hours or employee’s ordinary weekly hours (whichever is less) + reasonable additional hours</p> <p>The employee may refuse to work additional hours if they are unreasonable. In determining whether additional hours are reasonable or unreasonable for the purposes of the NES, a number of factors are taken into account – e.g. the needs of the workplace or enterprise in which the employee is employed.</p>	<p>Type of employment (Clause 5)</p> <p>Hours of work (Clause 9)</p>	<p>A Full Time Employee works ordinary hours of work as follows:</p> <ul style="list-style-type: none"> (a) in the case of an Employee to whom the <i>Black Coal Mining Industry Award 2020</i> would have applied but for the operation of this Agreement - an average of 35 ordinary hours per week, averaged over their roster cycle; or (b) in the case of any other Employee - an average of 38 ordinary hours per week, averaged over a six month period. <p>A Part Time Employee works ordinary hours of work as follows:</p> <ul style="list-style-type: none"> (a) in the case of an Employee to whom the <i>Black Coal Mining Industry Award 2020</i> would have applied but for the operation of this Agreement - an average of 35 ordinary hours per week, averaged over their roster cycle; or (b) in the case of any other Employee—an average of 38 ordinary hours per week, averaged over a six month period. <p>The Company expects that an Employee’s work will usually be completed in their rostered hours. Employees may be required to work reasonable un-rostered overtime.</p> <p>A rostered shift includes shift handovers to be completed as directed at the start and end of the shift.</p> <p>An Employee’s rostered hours of work are inclusive of an Employee’s ordinary hours and rostered overtime each week.</p>

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			<p>By working these hours, 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.</p> <p>The Company shall determine each Employee's roster, including the days and hours of work, and starting and finishing times and places from time to time, and may change any such rosters, days and hours of work or starting and finishing times and places, provided that:</p> <ul style="list-style-type: none"> (a) an Employee shall not be rostered to work more than 12.5 hours in any one shift and will have a minimum break of 10 consecutive hours between shifts; (b) 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; (c) before implementing any change to ordinary starting and finishing times for an Employee's roster or a change to starting and finishing places on a site, the Company will provide at least 7 days' notice of the change, unless: <ul style="list-style-type: none"> (i) the Company and the Employee otherwise agree; (ii) there are operational requirements that require a shorter period of notice to be given; or (iii) 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. (d) For the avoidance of doubt, clause 24.1(b) (a clause around management of change and consultation where the Company proposes to introduce a change to the regular roster of ordinary hours of work for Employees) applies to a change to the regular roster or ordinary hours of work of Employees.

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<p>Public holidays (Sections 114 – 116)</p>	<p>A paid day off if on a day or part-day that is a public holiday in the place where the employee is based for work.</p> <p>An employer may request an employee to work on a public holiday if the request is reasonable. If an employer requests an employee to work on a public holiday, the employee may refuse the request if:</p> <ul style="list-style-type: none"> (a) the request is not reasonable; or (b) the refusal is reasonable. <p>In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, a number of factors are taken into account – e.g. the nature of the employer’s workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee.</p> <p>The following are public holidays;</p> <ul style="list-style-type: none"> (a) 1 January (New Year’s Day); (b) 26 January (Australia Day); (c) Good Friday; (d) Easter Monday; (e) 25 April (Anzac Day); (f) the Queen’s birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory); 	<p>Public holidays (Clause 10)</p>	<p>The following days are public holidays:</p> <ul style="list-style-type: none"> (a) New Year’s Day (b) Australia Day (c) Good Friday (d) Easter Saturday (for Employees rostered to work ordinary hours on that day) (e) Easter Sunday (f) Easter Monday (g) Anzac Day (h) Sovereign’s Birthday (i) Christmas Day (j) Boxing Day (k) any additional day observed by the local community and gazetted at the place of work as a holiday (l) any day gazetted in addition or in lieu of one of these holidays. <p>As part of this Agreement:</p> <ul style="list-style-type: none"> (a) The Company notifies Employees of their roster in advance, so Employees know: <ul style="list-style-type: none"> (i) the public holidays that fall within their rostered working time; and (ii) the two non-rostered public holidays each year that will not fall within their rostered working time. These days will be determined by the Employee’s roster and are not required to be the same for any Employees. (b) The Company guarantees Above Award Guarantee Annual Salaries that include compensation for 11 public holidays worked. (c) Where an Employee is rostered to work one or more public holidays during the course of a year, the Company is requesting the Employee

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	<p>(g) 25 December (Christmas Day);</p> <p>(h) 26 December (Boxing Day);</p> <p>(i) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.</p>		<p>to work those days and the Company believes this is a reasonable request, in light of its workplaces, its operational requirements, its business requirements, the work performed by Employees, and the remuneration structure.</p> <p>(d) The FW Act provides a right for an Employee to refuse the request, if having regard to section 114 of the NES:</p> <ul style="list-style-type: none"> (i) the request by the Company is unreasonable; or (ii) a refusal by the Employee is reasonable. <p>(e) If an Employee who is requested to work by their roster, does not wish to agree to that request to work, it will be dealt with in accordance with the BHP Working Public Holidays Policy as amended from time to time.</p> <p>(f) This sub-clause of the Agreement does not apply to an Employee on a period of pre-approved leave on the public holiday.</p> <p>(g) No separate payment will be made where a public holiday falls during a non-rostered day.</p>
<p>Notice of termination (Sections 117 – 118)</p>	<p>1-5 weeks notice (or pay instead of notice) based on length of employment and age</p>	<p>Termination of employment (Clause 26)</p>	<p>An Employee may resign from their employment with the Company by giving one week's written notice to the Company.</p> <p>Subject to clause 26.3 (the clause summarised immediately below), the Company may terminate the employment of a Full Time or Part Time Employee by giving the Employee four weeks' written notice or by payment by the Company in lieu of all or part of that notice.</p> <p>The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of probation will begin on the commencement of employment and will continue for a period of up to 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>The period of notice to be given by the Company to Full Time or Part Time Employees shall increase by one week if the Employee is over 45 years old and has completed more than two years continuous service with the Company.</p>

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			The Company may dismiss an Employee without notice for any serious misconduct, without payment.
<p>Redundancy pay (Section 119 – 122)</p>	<p>4-16 weeks pay based on length of employment (some exclusions apply) Eligible after 12 months employment</p>	<p>Redundancy (Clause 25)</p>	<p>Redundancy payment Except where clause 25.4 applies (the exemption clause summarised below), when terminations of employment occur due to redundancy the Employees terminated are entitled to redundancy pay equal to the greater of:</p> <ul style="list-style-type: none"> (a) the amount the Employee would be entitled to under the relevant modern award; or (b) for the term of this Agreement, the amount of redundancy pay payable under the BHP Redundancy Termination Australia Policy, as amended from time to time. <p>The entitlements will not be less than:</p> <ul style="list-style-type: none"> (a) the NES; (b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement; (c) regardless of length of employment, four weeks' pay. <p>Exemption Subject to the NES, the Company is not liable for any payment in clause 25.2 if the Company would not have been required to make a payment of redundancy pay to the Employee under the relevant modern award from time to time.</p> <p>Variation of redundancy pay The Company may make application to the FWC to be granted relief from the obligation to make a payment pursuant to clause 25.</p>