

Comparison of the Proposed Agreement and *BHP Billiton Iron Ore Port Operations Agreement 2012*

Purpose

The table below summarises and explains the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) as compared with the *BHP Billiton Iron Ore Port Operations Agreement 2012* (**Port Agreement**). The table below is intended to assist in understanding the Proposed Agreement and must be read in conjunction with the Proposed Agreement and the Port Agreement.

Context

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 *Fair Work Act 2009* (Cth) (**FW Act**). All of the 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.

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. The agreement would still apply to your employment if the requirements of section 311 of the FW Act are met:

- your employment with the old employer was terminated;
- within 3 months after termination, you became employed by the Company;
- the work you perform for the Company is the same or substantially the same as the work you performed for the old employer (**transferring work**);
- there is a connection between the Company and the old employer of one or more of the following types:
 - if the old employer was part of the BHP Group when you commenced employment with the Company; or
 - if the Company or another BHP Group company had previously outsourced the transferring work to your old employer or an associated entity of your old employer, and ceased to outsource that work; or
 - if the old employer or an associated entity of the old employer has outsourced the transferring work to the Company or another BHP group company; or
 - there is:
 - an arrangement between the old employer or an associated entity of the employer and the Company or another BHP group company; and
 - in accordance with that arrangement the Company or another BHP group company owns or has the beneficial use of some or all of the assets that the old employer or the associated entity of the old employer owned or had the beneficial use of and that relate to or are used in connection with the transferring work.

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>.

Comparison table

| Proposed Agreement | Port Agreement | Additional comments on differences |
|--|---|--|
| <p>1. TITLE</p> <p>This agreement will be known as the <i>Operations Services Maintenance Agreement</i> ("Agreement").</p> | <p>Clause 1 – Title</p> <p>This Agreement shall be referred to as the BHP Billiton Iron Ore Port Operations Agreement 2012 ("the Agreement")</p> | |
| <p>2. COVERAGE</p> <p>2.1 This Agreement shall cover:</p> <p>(a) OS ACPM Pty Ltd (ACN 623 848 895) ("the Company"); and</p> <p>(b) Employees of the Company employed in the classifications set out in clause 0 of this Agreement who undertake maintenance activities on a mining operation ("Employees"). "Mining operation" in this clause includes Port operations in Western Australia which service mining operations.</p> | <p>Clause 2 – Coverage of this Agreement</p> <p>This Agreement shall cover:</p> <p>(a) BHP Billiton Iron Ore Pty Ltd ("the Company"); and</p> <p>(b) employees of the Company employed in the positions set out in Schedule 1 of this Agreement who work in the Port Inner Harbour or in Non Process Infrastructure (excluding vehicle maintenance) at the Nelson Point operations or Finucane Island operations, Port Hedland.</p> <p>This Agreement does not cover employees covered by the BHP Billiton Iron Ore Operations Union Collective Agreement 2008, or any agreement replacing that agreement.</p> | <p>The Proposed Agreement only covers maintenance Employees. The Port Agreement has broader classifications.</p> |
| <p>3. RELATIONSHIP WITH OTHER INSTRUMENTS AND THE NATIONAL EMPLOYMENT STANDARDS</p> <p>3.1 Subject to clauses 14, 16, 17 and 25 of this Agreement, it does not incorporate the Company's policies or procedures (notwithstanding any references to any policies or procedures in this Agreement).</p> <p>3.2 While this Agreement operates in relation to an Employee, no other industrial instrument shall have effect in relation to the Employee.</p> <p>3.3 The National Employment Standards ("NES") apply to all Employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this Agreement, the NES will apply and the clause of this Agreement will not apply, except to the extent that the clause of the Agreement provides for a more beneficial outcome for Employees than the NES.</p> | <p>Clause 24 – Comprehensive Agreement – No further claims</p> <p>This Agreement is intended as a comprehensive statement of the mutual rights and obligations between the parties during the term of the Agreement. It excludes any industrial instrument that might otherwise apply.</p> <p>...</p> | <p>The Proposed Agreement includes a NES precedence clause. If the Port Agreement applied, it does not contain an NES precedence term, however, the NES still provides the minimum for Employees covered by the Port Agreement.</p> <p>The Proposed Agreement incorporates specified policies although some are only incorporated for the term of the Agreement (this is discussed further where relevant to clauses of the Proposed Agreement).</p> |
| <p>4. TERM OF AGREEMENT</p> | <p>Clause 3 – Term of Agreement</p> <p>(a) This Agreement will operate from seven days after the</p> | <p>The nominal term of the Port Agreement has passed the nominal expiry date. If the Proposed Agreement is approved by the FWC, it will replace the Port Agreement and it will not apply again.</p> |

| Proposed Agreement | Port Agreement | Additional comments on differences |
|--|---|---|
| <p>4.1 This Agreement will commence operating seven days after the Agreement is approved by the Fair Work Commission ("FWC").</p> <p>4.2 The term of the Agreement ends on the nominal expiry date of the Agreement and will be four years after the date on which the FWC approves the Agreement.</p> <p>4.3 The Agreement will continue to operate past the term of the Agreement until terminated, or replaced by another agreement.</p> | <p>date of approval by Fair Work Australia.</p> <p>(b) The nominal expiry date of the Agreement will be 4 years after the day on which Fair Work Australia approves this Agreement.</p> <p>(c) This Agreement will continue to operate past the nominal expiry date until it is either terminated or replaced by another agreement.</p> | |
| <p>5. TYPE OF EMPLOYMENT</p> <p>5.1 Employees may be engaged under this Agreement as Full Time Employees or Part Time Employees.</p> <p>5.2 A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows:</p> <p>(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</p> <p>(b) in the case of any other Employee – an average of 38 ordinary hours per week, averaged over a six month period.</p> <p>5.3 A Part Time Employee is an Employee who:</p> <p>(a) is employed to work less than the following number of ordinary hours per week:</p> <p>(i) 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</p> <p>(ii) in the case of any other Employee – an average of 38 ordinary hours per week, averaged over a six month period;</p> <p>(b) has reasonably predictable hours of work; and</p> <p>(c) receives, on a pro rata basis, equivalent pay and conditions to those of Full Time Employees who do the same kind of work.</p> | <p>Clause 5 – Types of employment</p> <p>Employees may be engaged on a full time or part time basis, or for a fixed term or as casual employees</p> | <p>The Proposed Agreement does not include casual employment.</p> <p>The Proposed Agreement provides for a weekly average of 38 hours averaged over a 6-month period (or 35 hours averaged over a roster cycle in the case of Coal Employees). If the Port Agreement applied, it provides for 38 nominal hours averaged over a roster period for a full-time employee.</p> <p>In the Proposed Agreement, total hours will be provided in each roster. Under the Port Agreement Employees are expected to work an average of 40 hours each week (dayworkers) or an average of 42 hours (if shiftworkers) (provided in clause 7 of the Port Agreement).</p> |

| Proposed Agreement | Port Agreement | Additional comments on differences |
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| <p>5.4 Each Part Time Employee's rostered hours of work, including the days when they will work and their starting and finishing times will be as agreed in writing between the Company and the Part Time Employee from time to time.</p> <p>5.5 All time worked in excess of the rostered hours as mutually arranged will be un-rostered overtime and paid for at the rates prescribed in clause 7.9.</p> <p>5.6 Employees may be engaged for a fixed term or specified task. Such Employees are not entitled to notice of termination or redundancy pay on expiry of the fixed term or completion of the specified task, unless required by the <i>Fair Work Act 2009</i> (Cth) ("FW Act").</p> | | |
| <p>6. DUTIES</p> <p>6.1 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>6.2 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>6.3 Notwithstanding anything to the contrary in a contract of employment, all Employees covered by this Agreement are employed to work at deployments within a hub as directed by the Company from time to time. The relevant hubs are:</p> <p>(a) Queensland Hub which includes all mining operations in Queensland at which the Company provides services now or in the future;</p> <p>(b) Western Australia Hub which includes all mining operations in Western Australia at which the Company provides services now or in the future;</p> <p>(c) South Australia Hub which includes all mining operations in South Australia at which the Company provides services now or in the future; and</p> <p>(d) Any other region the Company designates as a new hub in the future.</p> <p>6.4 At least 14 days' notice, unless otherwise agreed between the Company and the Employee concerned, will be provided where an Employee is required by the Company to change deployment within their hub. Terms and conditions of</p> | <p>Clause 6 – Employee Duties</p> <p>Employees are required to undertake all duties as directed by the Company that are within their skill and competence and in accordance with safe working practices. Employees will also be required to undertake training.</p> <p>Organisation requirements may necessitate employees transferring to other positions, operations or locations. Reasonable notice will be provided in these circumstances and benefits will be reviewed in the light of any change in responsibilities. In such cases the Company also assists with relocation costs for the employee and dependants.</p> | <p>The Proposed Agreement provides that:</p> <ul style="list-style-type: none"> • all Employees covered by this Agreement work at deployments within a hub as directed by the Company from time to time; • transfer between hubs will be made only with agreement with the Employee; • unless otherwise agreed, 14 days' notice will be given where an Employee is required to change deployment within their hub. <p>Under the Port Agreement:</p> <ul style="list-style-type: none"> • Employees can be transferred to other positions, operations or locations within the business; and • movement between operations, locations or positions will be made with reasonable notice. |

| Proposed Agreement | Port Agreement | Additional comments on differences | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>employment will be reviewed in light of any change of responsibilities in the event of a transfer, but will remain at least as beneficial as set out in this Agreement.</p> <p>6.5 Transfer between hubs will be by agreement with the Employee.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>6. Duties</p> <p>6.6 Employees will be placed in one of the following classifications:</p> <table border="1" data-bbox="125 440 770 1023"> <thead> <tr> <th>Classification</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Trainees</td> <td>Employees employed under a training contract under state VET legislation.</td> </tr> <tr> <td>Apprentices</td> <td>For the avoidance of doubt, trainees and apprentices principally engaged at the Company's FutureFit Academies are not covered by this Agreement.</td> </tr> <tr> <td>Non Trades</td> <td>Non trade-qualified technicians undertaking maintenance work.</td> </tr> <tr> <td>Trades</td> <td>Trade-qualified technicians undertaking maintenance work.</td> </tr> </tbody> </table> <p>6.7 An Employee's classification under clause 0 does not limit the duties that an Employee may be required to perform in accordance with clause 6.1.</p> | Classification | Description | Trainees | Employees employed under a training contract under state VET legislation. | Apprentices | For the avoidance of doubt, trainees and apprentices principally engaged at the Company's FutureFit Academies are not covered by this Agreement. | Non Trades | Non trade-qualified technicians undertaking maintenance work. | Trades | Trade-qualified technicians undertaking maintenance work. | <p>Schedule 1</p> <p>(a) Positions and Base Salaries</p> <p>The Base Salary for each Position is set out below. Employees will be placed at a level in their Position, relevant to the responsibilities of the Position and taking into account the reference award classification for that level. The reference award is the <i>Iron Ore Production & Processing (BHP Billiton Iron Ore Pty Ltd) Award 2002</i>. This placement does not limit the duties the employees may be required to perform set out in clause 6 of this Agreement. The level of an employee will be reviewed where the responsibilities of the employee changes on an ongoing basis.</p> <table border="1" data-bbox="860 719 1417 1517"> <thead> <tr> <th>Position</th> <th>Agreement Level</th> <th>Agreement Base Salary</th> <th>Reference Award Level</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Production Technician; Service Technician; Support Service Technician</td> <td>Level 2</td> <td>\$83,020</td> <td>2</td> </tr> <tr> <td>Level 3</td> <td>\$84,460</td> <td>3</td> </tr> <tr> <td>Level 4</td> <td>\$88,398</td> <td>4</td> </tr> <tr> <td rowspan="3">Support Services Technician Mechanical; Service Technician Mechanical; Lubrication Technician</td> <td>Level 2</td> <td>\$83,036</td> <td>2</td> </tr> <tr> <td>Level 3</td> <td>\$84,460</td> <td>3</td> </tr> <tr> <td>Level 4</td> <td>\$86,526</td> <td>4</td> </tr> <tr> <td>Engineering</td> <td>Level 2</td> <td>\$89,736</td> <td>5</td> </tr> </tbody> </table> | Position | Agreement Level | Agreement Base Salary | Reference Award Level | Production Technician; Service Technician; Support Service Technician | Level 2 | \$83,020 | 2 | Level 3 | \$84,460 | 3 | Level 4 | \$88,398 | 4 | Support Services Technician Mechanical; Service Technician Mechanical; Lubrication Technician | Level 2 | \$83,036 | 2 | Level 3 | \$84,460 | 3 | Level 4 | \$86,526 | 4 | Engineering | Level 2 | \$89,736 | 5 | <p>As noted above, the Port Agreement has broader classifications than the Proposed Agreement.</p> |
| Classification | Description | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Trainees | Employees employed under a training contract under state VET legislation. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Apprentices | For the avoidance of doubt, trainees and apprentices principally engaged at the Company's FutureFit Academies are not covered by this Agreement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non Trades | Non trade-qualified technicians undertaking maintenance work. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Trades | Trade-qualified technicians undertaking maintenance work. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Position | Agreement Level | Agreement Base Salary | Reference Award Level | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Production Technician; Service Technician; Support Service Technician | Level 2 | \$83,020 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Level 3 | \$84,460 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Level 4 | \$88,398 | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Support Services Technician Mechanical; Service Technician Mechanical; Lubrication Technician | Level 2 | \$83,036 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Level 3 | \$84,460 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Level 4 | \$86,526 | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Engineering | Level 2 | \$89,736 | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Proposed Agreement | Port Agreement | | | | Additional comments on differences |
|--------------------|--|---------|-----------|---|------------------------------------|
| | Technician Mechanical; | Level 3 | \$92,963 | 6 | |
| | Production Technician Mechanical | Level 4 | \$96,174 | 7 | |
| | | Level 5 | \$99,400 | 8 | |
| | Support Services Technician Electrical; | Level 2 | \$83,036 | 2 | |
| | | Level 3 | \$84,460 | 3 | |
| | Service Technician Electrical | Level 4 | \$86,526 | 4 | |
| | Engineering Technician Electrical; | Level 2 | \$89,736 | 5 | |
| | | Level 3 | \$92,963 | 6 | |
| | Production Technician Electrical | Level 4 | \$96,174 | 7 | |
| | | Level 5 | \$99,400 | 8 | |
| | | Level 6 | \$102,627 | 9 | |
| | Senior Production Technician; Senior Services Technician | Level 2 | \$95,599 | 4 | |
| | Senior Engineering Technician Mechanical; Engineering Technician Mechanical Team Leader; Senior Production Technician Mechanical; | Level 2 | \$107,037 | 8 | |

| Proposed Agreement | Port Agreement | | | | Additional comments on differences |
|--|---|---------|-----------|---|--|
| | Senior Production Technician Maintenance | | | | |
| | Senior Engineering Technician Electrical; Engineering Technician Electrical Team Leader; | Level 1 | \$107,037 | 8 | |
| | Senior Production Technician Electrical; Senior Production Technician Maintenance | Level 2 | \$110,391 | 9 | |
| <p>7. REMUNERATION</p> <p>7.1 Employees will be paid an annual fixed cash reward for their roster (“Annual Salary”).</p> <p>7.2 The Annual Salary includes compensation for:</p> <p>(a) all allowances (unless otherwise prescribed by this Agreement), disabilities, skills; and</p> <p>(b) any other loadings, penalties, overtime or other payments that would have been applicable to rostered hours in the applicable 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>7.3 The Annual Salary is set out in the Employee’s contract of employment, as amended from time to time. The commencement of this Agreement does not have the effect of reducing the Annual Salary payable to any Employee under their contract of employment for their roster and in operation</p> | <p>Clause 4 – No reduction in conditions of employment</p> <p>Nothing in this Agreement will operate to reduce any of the terms and conditions of an employee’s contract of employment to which the employee was entitled at the time the employee becomes bound by this Agreement.</p> <p>Clause 8 - Remuneration</p> <p>Employees' total salary ("Total Salary") is the sum of all applicable remuneration components, consisting of a base salary ("Base Salary") plus an Operational Component and any allowances that apply to the employee's role. These are set out in Schedule 1 to this Agreement.</p> <p>Base Salaries have been set to reflect the requirements of the job including consideration for unscheduled additional hours as required by the employee's position from time to time. The salary also incorporates consideration for all aspects of working at site operations.</p> <p>...</p> | | | | <p>Under the Proposed Agreement, the Annual Salary is contained in an Employee’s contract of employment as varied from time to time and:</p> <ul style="list-style-type: none"> • will not decrease unless there is a change of position or roster with a lower salary; • will not be less than the Above Award Guarantee under the Proposed Agreement, which is calculated using the formula set out in Appendix 1; • will increase by a total of at least 4% of the Annual Salary paid to the Employee, inclusive of any increase to Annual Salary due to an increase in the Above Award Guarantee following the FWC’s annual wage review and the Company’s annual reward review process. <p>If the Port Agreement applied, it provides that an Employee’s terms and conditions in any contract of employment which applied at the time they become bound by the Agreement will not be reduced by</p> |

| Proposed Agreement | Port Agreement | Additional comments on differences |
|--|--|---|
| <p>immediately prior to commencement of this Agreement. During the term of this Agreement, an Employee's Annual Salary:</p> <p>(a) will not be reduced, unless the Employee changes to a roster or a position with a different Annual Salary; and</p> <p>(b) subject to clause 7.3(c), will be reviewed annually as part of the Company's reward process, with outcomes to be determined at Company discretion and payable from the first pay period on or after 15 September each year;</p> <p>(c) between 1 July and 15 September each year, will increase by a total of at least 4% on the Annual Salary paid to the Employee for their roster position on 30 June of that year inclusive of:</p> <p>(i) any increase to Annual Salary required due to an increase in the Above Award Guarantee following the Fair Work Commission's annual wage review (usually effective 1 July); and</p> <p>(ii) the outcome of the Company's annual reward review process (effective in September).</p> | <p>Employees may elect to salary sacrifice as provided for by Company policies (as amended from time to time) (eg. novated leasing).</p> <p>Salaries are reviewed annually and are adjusted at the Company's discretion to take into account the Company's performance, the employee's individual performance and industry salary movements generally.</p> <p>Part time employees will receive pro rata Total Salary and pro rata leave and other entitlements.</p> <p>Casual employees will be paid at the hourly rate together with a 25% loading in lieu of sick leave and annual leave. A casual employee is not entitled to parental leave (unless the employee has been employed by the Company on a regular ongoing basis for a period of at least 12 months, in which case the employee will be entitled to up to 12 months unpaid parental leave) or other leave. A casual employee is entitled to up to 2 days unpaid carer's leave for each permissible occasion in accordance with clause 12 of this Agreement.</p> <p>Schedule 1 – Positions and Salaries</p> <p>(a) Positions and Base Salaries</p> <p>The Base Salary for each Position is set out below. Employees will be placed at a level in their Position relevant to the responsibilities of the Position and taking into account the reference award classification for that level. The reference award is the <i>Iron Ore Production & Processing (BHP Billiton Iron Ore Pty Ltd) Award 2002</i>. This placement does not limit the duties the employees may be required to perform set out in clause 6 of this Agreement. The level of an employee will be reviewed where the responsibilities of the employee changes on an ongoing basis.</p> | <p>operation of the Agreement. The Port Agreement provides for employees to receive a "Total Salary" comprised of:</p> <ul style="list-style-type: none"> • a "Base Salary"; plus • an Operational Component; and • any allowances which are relevant to the Employee's role. <p>Operational Component 1 is provided to Employees to compensate them for additional work time associated with shift rosters (such as handover).</p> <p>Operational Component 2 is provided to Employees to compensate them for additional hours work above those compensated in their Base Salary.</p> <p>The Shift Component is provided to Employees who either:</p> <ul style="list-style-type: none"> • work on a continuous day/night shift which includes two days shifts followed by two night shifts and then four days off duty; or • work on a continuous day shift. |
| <p>7.4 For the avoidance of doubt the 4% total increase each year is a minimum for an individual employee and not a maximum. A higher increase may be paid to individual employees:</p> <p>(a) based on the Company's assessment of individual performance of any employee;</p> <p>(b) where required to meet the Above Award Guarantee.</p> | <p>(b) Calculation of hourly and overtime rates</p> | |
| <p>7.5 The minimum Annual Salary payable under this Agreement to an Employee for working any roster will be not less than the Above Award Guarantee. An Employee's Annual Salary may be higher than required by the Above Award Guarantee.</p> | <p>For the purpose of this Agreement the hourly rate of pay for an employee ("hourly rate") is calculated by dividing the employee's Base Salary by 52 and then by 40, and the hourly overtime rate ("hourly overtime rate") is calculated by multiplying the hourly rate by 1.5.</p> | |
| <p>7.6 For the purposes of this Agreement:</p> <p>(a) subject to clause 7.9, the "Above Award Guarantee" is a guarantee that the Annual Salary payable to every Employee will be at least the amount calculated, using the relevant modern award rates</p> | <p>The hourly rate is rounded to the nearest cent.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Example</p> <p>An employee has a Base Salary of \$90,000. The employee's hourly rate is \$43.27 ($\\$90,000 \div 52 \div 40 = \\43.269231 rounded to \$43.27)</p> </div> | |

| Proposed Agreement | | Port Agreement | Additional comments on differences | | | | | | | | | | | | | | | | | | | | |
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| <p>and the additional 5% loading, in accordance with Appendix 1;</p> <p>(b) the “relevant modern award” in relation to any Employee is the modern award that would have applied to that Employee if this Agreement did not apply to that Employee.</p> <p>7.7 The Company will notify Employees of the Above Award Guarantee for their roster:</p> <p>(a) on commencement of employment;</p> <p>(b) on any change of roster or position; and</p> <p>(c) between 1 and 15 July each year.</p> <p>7.8 For the purpose of calculating an Employee’s Above Award Guarantee under this Agreement,</p> <p>(a) The calculation will be based on the assumptions and formula in Appendix 1;</p> <p>(b) the minimum modern award pay level for Trades and Non-Trades employees upon which an individual Employee’s Above Award Guarantee will be calculated under Appendix 1 is as follows:</p> | | <p>and the employee’s hourly overtime rate is \$64.91 (\$43.27 x 1.5).</p> <p>(c) Calculation of average weekly hours</p> <p>Average weekly hours will be calculated using the following formula:</p> <p>Step 1: 365 days per annum ÷ length of roster = number of roster cycles per annum</p> <p>Step 2: number of hours worked in one cycle x number of roster cycles per annum = hours worked per annum</p> <p>Step 3: hours worked per annum ÷ 52 weeks per annum = average hours worked per week</p> <p>Example</p> <p>4 days on 4 days off roster (8 day roster) with 12 hour shifts</p> <p>$365 \div 8 = 45.63$ roster cycles per annum</p> <p>$(12 \times 4 = 48 \text{ hours worked per cycle}) \times 45.63 = 2,190$ hours worked per annum</p> <p>$2,190 \div 52 = 42$ hours worked per week</p> <p>(d) Defined Salary</p> <p>Each employee has a defined salary (“Defined Salary”) calculated by adding Operational Components (where applicable) to the Base Salary. This Defined Salary is used for Superannuation and Incentive Program purposes.</p> <p>(e) Components and allowances</p> <p>The following components and allowances may apply to an employee’s role. These are annual amounts that are paid pro-rata on a fortnightly basis.</p> <p>(1) Operational Component 1 (Only applies to shift workers)</p> <p>For the additional work time beyond the average 40 hours each week provided for in the Base Salary, that is directly associated with shift rosters (eg. Handover, hot seat changes, 40-42 hours etc.) shift workers will receive</p> | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th colspan="2">Agreement classification of Employee</th> <th colspan="2">Minimum award pay level</th> </tr> <tr> <th colspan="2"></th> <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 colspan="2">Non Trades</td> <td>Mine Worker</td> <td>Level 4</td> </tr> <tr> <td>Trades</td> <td>All tradespersons principally performing work on Light Vehicle maintenance and repairs</td> <td>Mine Worker - Advanced</td> <td>Level 6</td> </tr> <tr> <td></td> <td>Other tradespersons 0-2 years trade qualified</td> <td>Mine Worker - Advanced</td> <td>Level 6</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 | Trades | All tradespersons principally performing work on Light Vehicle maintenance and repairs | Mine Worker - Advanced | Level 6 | | Other tradespersons 0-2 years trade qualified | Mine Worker - Advanced | Level 6 | | |
| Agreement classification of Employee | | Minimum award pay level | | | | | | | | | | | | | | | | | | | | | |
| | | <i>Black Coal Mining Industry Award covered Employees</i> | <i>Mining Industry Award covered Employees</i> | | | | | | | | | | | | | | | | | | | | |
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| | experience | | | Operational Component 1. The Operational Component 1 formula is additional hours x hourly overtime rate x 46 weeks per annum. The outcome is then rounded to the nearest \$10. | |
| | Other tradespersons after 2 years trade qualified experience | Mine Worker - Specialised | Level 7 | | |
| (c) | This clause 7.8 does not apply to Apprentices and Trainees. The Above Award Guarantee for Apprentices and Trainees will be based on the minimum modern award pay rate appropriate to their year of apprenticeship or traineeship. | | | <p>Example</p> <p>An employee has an hourly overtime rate of \$64.91 and the additional hours directly associated with the shift roster is 3 hours. The Operational Component 1 is \$8,960 (3 x \$64.91 x 46 = \$8,957.58, rounded to \$8,960).</p> <p>(2) Operational Component 2</p> <p>As part of the current position requirements some employees will be required to work additional hours to those compensated for in their Base Salary component. Operational Component 2 compensates for these hours.</p> <p>Supervisors will discuss the requirement for additional hours with employees to ensure they have a clear understanding of the requirements anticipated in their work area.</p> <p>If in the event of significant changes in work requirements there is to be a change in the additional hours to be worked in an employee's work area, the employee's supervisor will discuss this matter with the employee and advise of the change and the effect on Operational Component 2.</p> <p>The Operational Component 2 formula is additional hours x hourly overtime rate x 46 weeks per annum. The outcome is then rounded to the nearest \$10.</p> | |

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| | <div data-bbox="869 172 1214 555" style="border: 1px solid black; padding: 5px;"> <p>Example</p> <p>An employee has an hourly overtime rate of \$64.91 and the additional hours to be worked in the employee's work area is 2 hours. The Operational Component 2 is \$5,970 (2 x \$64.91 x 46 = \$5,971.72, rounded to \$5,970).</p> </div> <p>(3) Shift Component</p> <p>When employees are required to perform shift work in the following shift patterns, they will receive a Shift Component ("Shift Component") per annum.</p> <p>The Shift Component for continuous day/night shift patterns is 25% of an employee's Base Salary, up to a maximum of \$23,800.</p> <div data-bbox="869 858 1256 1150" style="border: 1px solid black; padding: 5px;"> <p>Example</p> <p>An employee with a Base Salary of \$90,000 working on continuous day/night shift, which includes two day shifts followed by two night shifts and then four days off duty will receive a shift component of \$22,500 (25% of \$90,000 = \$22,500).</p> </div> | |

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| | <p>The Shift Component for continuous days only shift patterns is 22% of an employee's Base Salary, up to a maximum of \$20,910.</p> <div data-bbox="875 244 1256 464" style="border: 1px solid black; padding: 5px;"> <p>Example</p> <p>An employee with a Base Salary of \$90,000 working on a continuous day shift will receive a Shift Component of \$19,800 (22% of \$90,000 = \$19,800).</p> </div> <p>(4) Fly In Fly Out Component</p> <p>For working a fly in fly out arrangement, the Fly In Fly Out Component per annum is 7% of an employee's Base Salary.</p> <div data-bbox="860 635 1272 858" style="border: 1px solid black; padding: 5px;"> <p>Example</p> <p>An employee on a fly in fly out roster, who has a Base Salary of \$90,000 would receive a Fly In Fly Out Component of \$6,300 (7% of \$90,000 = \$6,300).</p> </div> | |
| <p>7.9 Un-rostered overtime</p> <p>(a) Any un-rostered overtime worked by Employees will be paid at:</p> <p>(i) other than on public holidays, at double the Above Award Guarantee hourly roster rate for each hour of un-rostered overtime; and</p> <p>(ii) on public holidays, at triple the Above Award Guarantee hourly roster rate for each hour of un-rostered overtime.</p> <p>(b) The Above Award Guarantee hourly roster rate for the purpose of calculating the un-rostered overtime rate will not be less than the rate calculated by dividing the Above Award Guarantee that is payable for the Employee's roster by the number of rostered hours per annum for the Employee's roster. The commencement of this Agreement does not have the effect of reducing the un-rostered overtime rate currently paid to any Employee for their roster and in</p> | <p>Clause 7 – Hours of Work</p> <p>...</p> <p>Circumstances may require that employees work outside their normal hours to ensure that the full requirements of their role are met. This factor and regular additional hours have been taken into account in setting the Base Salary and Operational Components 1 and 2 set out in Schedule 1.</p> <p>...</p> | <p>Under the Proposed Agreement, where the Employee is required to work "un-rostered" overtime, they will be paid double the Above Award Guarantee hourly roster rate for un-rostered overtime and triple the hourly rate on public holidays. Rostered overtime is factored into the Above Award Guarantee at the relevant Award rates +5% under the Proposed Agreement.</p> <p>If the Port Agreement applied, it provides for Employees to be directed to perform "un-rostered" overtime. An Employee would not receive an additional payment for this overtime work. Instead, the requirement to work overtime, and the payment for doing so, was incorporated into the Base Salary and the Operational Components 1 and 2.</p> |

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| <p>operation immediately prior to commencement of this Agreement.</p> <p>(c) Alternatively, 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>7.10 Where un-rostered overtime work is necessary it must be arranged so that Employees have at least 10 consecutive hours break between work on successive shifts.</p> <p>7.11 In calculating overtime, each shift is to be treated separately.</p> | | |
| <p>7.12 Call back</p> <p>(a) 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 rate under clause 7.9, for each time the Employee is recalled.</p> <p>(b) The provisions of sub-clause (a) do not apply in the following cases:</p> <p>(i) 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</p> <p>(ii) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.</p> <p>(c) 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><i>No equivalent provision.</i></p> | <p>The Proposed Agreement contains a call back provision. Under the Proposed Agreement, an Employee could be directed to return to the workplace to perform overtime work in accordance with the requirements of the clause. The Port Agreement does not have a similar provision.</p> |
| <p>7.13 Where the Company directs an Employee to undertake training outside of the Employee's normal shift patterns, either:</p> <p>(a) The Employee will be given time off in lieu for the period of the training delivery; or</p> | <p><i>No equivalent provision.</i></p> | <p>The Proposed Agreement provides that the default position where an Employee is directed to attend training is they will receive time off in lieu of the time spent at training, or, at the Company's election, will receive overtime rates for the time. The Port Agreement does not contain any specific provisions.</p> |

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| (b) The Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery. | | |
| 7.14 Annual Salary will be averaged over a year and paid fortnightly in arrears. 7.15 Payment will be by electronic funds transfer to a bank account in Australia nominated by the Employee. | Clause 8 – Remuneration ... Employees will be paid fortnightly, directly into their nominated bank, building society or credit union account. | Both the Port Agreement and Proposed Agreement provide for payment to be made on a fortnightly basis into a bank account nominated by the Employee. |
| 7.16 Employees may be eligible to participate in the Company Incentive Program, as amended from time to time. The Company reserves the right in its sole discretion to cancel, replace, or make any variations to any such scheme at any time. | Clause 9 – Incentive program Employees will be eligible to participate in the Company Incentive Program, as amended from time to time. The amount each employee will receive under the Incentive Program is dependent upon the Company's performance, the employee's department meeting its Performance Targets and the employee's individual performance. Incentive Program payments will be assessed following the completion of the Company's financial year in June each year. | Both Agreements contain provisions stating Employees may be eligible to participate in the Company's Incentive Program as amended from time to time. |
| 7.17 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 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 and section 324 of the FW Act. | <i>No equivalent provision.</i> | The Port Agreement does not include an overpayment deductions clause. |
| 7.18 Without limiting clause 3.1, the Company has a policy that provides for accident pay and may be amended by the Company from time to time, provided that accident pay for any employee will not be less than the Employee would receive if an accident pay clause in a modern award applied to that Employee, but for this Agreement. | 12 Personal/carer's leave Total Salary will continue to be paid during absences due to illness or injury. In the case of serious illness or injury a maximum of 12 months salary continuation will be considered, subject to regular review. | The Proposed Agreement provides that accident pay will be in accordance with Company policy, as amended from time to time. If the Port Agreement applied, there is no accident pay provision, but clause 12 does recognize that salary continuance may be provided in some circumstances. |

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| <p>7.19 Electrical Licenses</p> <p>Where the Company requires an Employee to obtain to maintain a HV Switching or State Electrical Licence, the Company will reimburse the Employee for:</p> <p>(a) the cost of the licence; and</p> <p>(b) the cost of any required training course that has been approved in advance by the Company.</p> | <p><i>No equivalent provision.</i></p> | <p>Under the Proposed Agreement, the cost of electrical licences will be reimbursed by the Company.</p> <p>Reimbursement of electrical licence cost is not provided for in the Port Agreement.</p> |
| <p>8. SUPERANNUATION</p> <p>8.1 Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. In the event the Employee does not elect a superannuation fund, superannuation will be paid to the Employee's stapled fund. If the Employee does not have a stapled fund, contributions are to be made by the Company to a default superannuation fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</p> <p>8.2 The Company's contribution on behalf of Employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i>, as varied from time to time.</p> <p>8.3 An Employee can request and the Company may agree that the Employee will forgo part of their Annual Salary otherwise payable under this Agreement in order to pay this amount into the Employee's nominated superannuation fund.</p> <p>8.4 Employee Superannuation Co-Contribution is offered at the discretion of the Company to participating Employees, who have completed a written election application, on the following conditions:</p> <p>(a) Subject to subclause (c), The Company may, at its discretion, review, vary or cease the Employee Co-Contribution Policy at any time. This includes where there are changes in Australian Taxation Office practice, tax rulings, legislation or legislative interpretation.</p> <p>(b) The Employee may cease Employee Co-Contribution at any time by 30 days' notice and submitting a completed election form.</p> <p>(c) The Company may cease Co-Contribution at any time by 30 days' notice.</p> | <p>Clause 17 – Superannuation</p> <p>Employees are entitled to admission to the BHP Billiton Superannuation Fund's Defined Contribution Division ("Fund"). Under the rules of this Fund employees may elect to make personal contributions to the Fund. Employees can do this by completing an Application for Membership form. Superannuation contributions are based on the Defined Salary Component of each employee's remuneration.</p> <p>The Company will make contributions on each employee's behalf dependent upon the employee's own contribution rate as follows:</p> <p>Employee Contribution Rate</p> <p>0%</p> <p>3%</p> <p>4%</p> <p>5%</p> <p>5+%</p> <p>Company Contribution Rate</p> <p>9%*</p> <p>10%</p> <p>12%</p> <p>14%</p> <p>14% (maximum)</p> <p>* or as required by superannuation legislation, as amended</p> <p>The Fund will be the Company's default fund. Employees are entitled to choose another eligible complying superannuation fund to receive superannuation contributions on their behalf.</p> <p>Employees may elect to salary sacrifice into superannuation</p> | <p>Under the Port Agreement, employees who chose to make voluntary contributions to their superannuation were entitled to receive a higher contribution rate from the Company i.e. if an Employee increased their contribution, the Company's contribution to the Employee would also increase.</p> <p>Under the Proposed Agreement, any co-contribution arrangement is subject to the Company's Employee Co-Contributions Policy, which can be reviewed, varied or ceased by the Company from time to time.</p> |

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| <p>(d) Company and Employee Co-Contributions will cease during periods of unpaid leave unless otherwise agreed by the Company.</p> <p>(e) Company and Employee Co-Contributions are calculated in accordance with the Employee Co-Contribution Policy, as amended from time to time.</p> <p>(f) All contributions will only be paid into one superannuation fund for each Employee. Contributions made to and earnings received from a superannuation fund must be preserved in the fund until the Employee reaches preservation age or meet any other legislative and fund criteria allowing the release of superannuation benefits.</p> <p>(g) Company and Employee Co-Contributions will incur tax at the rate under the taxation legislation applicable at the time.</p> | <p>in accordance with the Company's policy and legislative requirements.</p> | |
| <p>9. HOURS OF WORK</p> <p>9.1 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>9.2 A rostered shift includes shift handovers to be completed as directed at the start and end of the shift.</p> <p>9.3 An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.</p> <p>9.4 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>9.5 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> <p>(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;</p> | <p>Clause 7 - Hours of work</p> <p>The Company expects that usually an employee's work will be completed in their normal hours.</p> <p>The normal hours of work for day workers are an average of 40 hours each week and the normal hours of work for shift workers are an average of 42 hours each week. These normal hours are inclusive of an average of 38 nominal hours and regular additional hours each week.</p> <p>Circumstances may require that employees work outside their normal hours to ensure that the full requirements of their role are met. This factor and regular additional hours have been taken into account in setting the Base Salary and Operational Components 1 and 2 set out in Schedule 1.</p> <p>Employees may be required to perform shift work if required. Additionally, in order to meet additional requirements, the Company reserves the right to, from time to time, change the shift system in operation, or require employees to transfer from day work to shift work or from shift work to day work or from one shift to another.</p> <p>The Company needs to operate commute work patterns for some roles including commute by fly in fly out. The Company may introduce or change commute work patterns in the future in consultation with affected employees.</p> <p>...</p> | <p>Under the Proposed Agreement, unless the Company and the Employee agree otherwise, the Company must provide:</p> <ul style="list-style-type: none"> notice of one week if it changes the Employee's place on a roster; and notice of at least 7 days before it implements any change to the ordinary starting or finishing times on the roster or the starting and finishing places on a site unless there are operational reasons requiring a shorter notice period to be given; or if the Employee is moving from a non-continuous day roster to a rotating continuous roster, 14 days' notice (not 7) is actually required. <p>If the Port Agreement applied, there are no equivalent provisions to those above.</p> <p>The "normal" hours for an Employee under the Port Agreement are an average of 40 hours for day works and 42 hours for shiftworkers, and additional hours when worked are compensated through the Base Salary and Operational Components 1 and 2 set out in Schedule 1. Under the Proposed Agreement hours are a maximum of 12.5 per shift, but otherwise are not limited in the same way.</p> |

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| <p>(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;</p> <p>(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:</p> <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. <p>(d) For the avoidance of doubt, clause 24.1(b) applies to a change to the regular roster or ordinary hours of work of Employees.</p> | | |
| <p>9.6 Employees are entitled to paid meal and rest breaks of 30 minutes for every 5 hours worked. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements. Employees will not be required to work more than 5 hours without a meal and rest break. 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 7 – Hours of Work</p> <p>...</p> <p>Employees will be entitled to meal and rest breaks at times prescribed by the Company, having regard to safety, operational and production requirements. Wherever practicable, meal breaks will be provided at intervals of no more than 5.5 hours after commencement of the employee's shift.</p> | <p>If the Port Agreement applied, meal breaks and rest breaks do not have a minimum length. Whereas under the Proposed Agreement, an Employee is entitled to a specific minimum of 30 total minutes of meal and rest breaks.</p> <p>Under the Proposed Agreement, the meal and rest breaks must also be taken within 5 hours of the Employee commencing work, whereas the Port Agreement, if it applied, required rest and meal breaks to be taken within 5.5 hours.</p> |
| <p>10. PUBLIC HOLIDAYS</p> <p>10.1 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) | <p>Clause 13 - Public holidays</p> <p>The Company recognises 10 public holidays per annum for day employees. Employees working on shift are required to work in accordance with their roster. Payment for public holidays is included in the Total Salary.</p> | <p>The Proposed Agreement contains additional provisions regarding public holiday work as compared with the Port Agreement, including clauses explaining the Company's position about the reasonableness of its request that employees work on public holidays. These matters remain subject to the NES. The Proposed Agreement also provides that Above Award Guarantee Annual Salaries will include compensation for 11 public holidays worked.</p> <p>The Port Agreement includes provisions explaining how</p> |

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| <p>(e) Easter Sunday</p> <p>(f) Easter Monday</p> <p>(g) Anzac Day</p> <p>(h) Sovereign's Birthday</p> <p>(i) Christmas Day</p> <p>(j) Boxing Day</p> <p>(k) any additional day observed by the local community and gazetted at the place of work as a holiday</p> <p>(l) any day gazetted in addition or in lieu of one of these holidays.</p> <p>10.2 The Company provides continuous maintenance services to mining operations, and continues work across rosters for 24/7, 365/6 days a year shift coverage. It rosters shifts for all Employees and continues operating throughout public holiday periods to support safe and productive continuity of operations. As part of this Agreement:</p> <p>(a) The Company notifies Employees of their roster in advance, so Employees know:</p> <p style="padding-left: 40px;">(i) the public holidays that fall within their rostered working time; and</p> <p style="padding-left: 40px;">(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.</p> <p>(b) The Company guarantees Above Award Guarantee Annual Salaries that include compensation for 11 public holidays worked.</p> <p>(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 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> | | <p>payments for public holidays will be made, but does not otherwise control how employees may be rostered to work on public holidays. Those matters are determined by the NES.</p> |

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| <p>(i) the request by the Company is unreasonable; or</p> <p>(ii) a refusal by the Employee is reasonable.</p> <p>(e) If an Employee who is requested to work wishes to refuse that request to work, they should communicate this refusal and their reasons, in writing, to their supervisor in accordance with the BHP Working Public Holidays Policy as amended from time to time.</p> <p>(f) This sub-clause 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>11. ANNUAL LEAVE</p> <p>11.1 Annual leave entitlements will be provided for in accordance with the NES.</p> <p>11.2 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>11.3 An Employee who:</p> <p>(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</p> <p>(b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,</p> <p>is a shiftworker for the purpose of the NES and entitled annually to an additional week of annual leave in addition to clause 11.2, being a cumulative total of 6 weeks.</p> <p>11.4 Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Annual Salary rate.</p> <p>11.5 An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave provided that:</p> | <p>Clause 11 – Annual Leave</p> <p>Employees performing day work will accrue annual leave at the rate of 5 weeks per year of service (ie. 25 days).</p> <p>Employees performing 12 hour shift work (including 12 hour day shift work) will accrue annual leave at the rate of 6 weeks per year of service (ie. 21 shifts). Employees may elect to cash out an amount of their annual leave entitlement per year which will be paid at the rate of pay at the time the election is made, provided that:</p> <p>(a) an accrued entitlement of 4 weeks annual leave remains available for the employee after the cashing out; and</p> <p>(b) the employee lodges a separate written application with the Company on each occasion and the application is approved by the Company.</p> <p>A leave loading of 25% has been included in the Base Salary.</p> <p>Employees residing in the Pilbara are entitled to annual leave travel assistance in the form of two return economy class airfares to Perth (or the equivalent dollar value) for themselves and their dependants for every completed year of site service.</p> | <p>Under the Proposed Agreement, all Employees are entitled to 5 weeks of leave and a shiftworker entitled to an additional week (6 weeks total) of annual leave is an Employee who:</p> <ul style="list-style-type: none"> over the roster cycle, may be rostered to work shifts on any of the seven days of the week; or works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays. <p>If the Port Agreement applied, a minimum of 5 weeks also applies, and a shiftworker entitled to an additional week of leave is an Employee who performs 12 hour shift work (including 12 hour day shift work).</p> |

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| <p>(a) the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;</p> <p>(b) each occasion of cashing out is by a separate agreement in writing between the Company and the Employee; and</p> <p>(c) cashed out annual leave is paid at the Employee's Annual Salary rate.</p> <p>11.6 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>(a) 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);</p> <p>(b) an affected Employee may elect to cover the temporary shutdown period by taking one, or a combination of two or more, of the following:</p> <p>(i) paid annual leave if the Employee has accrued an entitlement to such leave;</p> <p>(ii) leave without pay;</p> <p>(iii) if agreed by the Company, annual leave in advance;</p> <p>(c) 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 reasonably direct the Employee in writing to take a period of paid annual leave to which the Employee has accrued an entitlement; and</p> <p>(d) if a temporary shutdown period includes a day or part-day that is a public holiday and would have been a working day for the Employee had the Employee not been on leave in accordance with this sub-clause, the Employee is taken not to be on leave on that day or part-day.</p> | | |
| <p>12. PERSONAL/CARER'S LEAVE</p> | <p>Clause 12 – Personal/carer's Leave</p> <p>Total Salary will continue to be paid during absences due to illness or injury. In the case of serious illness or injury a</p> | <p>Under the Proposed Agreement untaken but accrued personal leave is to be paid out upon termination (except in defined circumstances). If the Port</p> |

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| <p>12.1 Personal/carer's leave entitlement will be provided for in accordance with the NES and the relevant modern award, provided that:</p> <p>(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;</p> <p>(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;</p> <p>(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 leave transfers to a new employer) and is paid at the Employee's Annual Salary rate.</p> <p>12.2 Personal/carer's leave is paid at an Employee's Annual Salary rate.</p> | <p>maximum of 12 months salary continuation will be considered, subject to regular review.</p> <p>An entitlement to 10 days paid personal/carer's leave per year of service accumulates from year to year.</p> <p>Accrued personal/carer's leave may be taken by an employee to provide care or support to a member of their immediate family or household member who requires such care and support due to illness, injury or other unexpected emergency.</p> <p>An employee must notify their supervisor as soon as possible of any illness, injury or unexpected emergency that prevents the employee's attendance at work. In the case of illness or emergency a medical certificate may be requested.</p> <p>Employees will be required to provide an Application for Leave form following their return to work from personal leave.</p> <p>Unpaid carer's leave</p> <p>Employees are entitled to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family or household needs care or support because of a personal illness or injury or an unexpected emergency.</p> <p>An employee must notify their supervisor as soon as possible of any circumstances requiring the employee to take unpaid carer's leave. The Company may request a medical certificate.</p> <p>Employees will be required to provide an Application for Leave form following their return to work from unpaid carer's leave.</p> | <p>Agreement applies, there is no such pay out for untaken but accrued personal leave.</p> |
| <p>13. COMPASSIONATE LEAVE</p> <p>13.1 Compassionate leave entitlements will be provided for in accordance with the NES.</p> <p>13.2 Compassionate leave is paid at an Employee's Annual Salary rate.</p> | <p>Compassionate leave</p> <p>Employees are entitled to at least 2 days and up to 5 days paid compassionate leave for each occasion when a member of the employee's immediate family or household contracts or develops a life threatening personal illness or injury or dies.</p> <p>An employee must notify their supervisor as soon as possible of any circumstances requiring the employee to take compassionate leave. The Company may request a medical certificate.</p> <p>Employees will be required to provide an Application for Leave form following their return to work from compassionate leave.</p> | <p>If the Port Agreement applied, it provides a minimum of 2 and up to 5 days of Compassionate Leave per occasion.</p> <p>Under the Proposed Agreement, employees receive 2 days per occasion in accordance with the NES. Employees are paid at their Annual Salary rate.</p> |

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| <p>14. PARENTAL LEAVE</p> <p>14.1 Subject to clause 14.2, Employees are entitled to parental leave at least in accordance with the BHP Group Parental Leave Australia Policy, as amended from time to time.</p> <p>14.2 The entitlements under clause 14.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at commencement of the Agreement.</p> | <p>Clause 15 – Parental leave</p> <p>Employees with at least 3 months continuous service are entitled to parental leave in accordance with the Staff Handbook. Parental leave is available to male and female employees, and applies equally for both births and adoptions of children under the age of 16 years. The "Primary Caregiver" (as that term is defined in the Staff Handbook) is entitled to 18 weeks paid parental leave, then up to 34 weeks unpaid leave prior to returning to work.</p> <p>A "Secondary Caregiver" (as that term is defined in the Staff Handbook) will receive 1 week of paid leave upon the birth of a child or the adoption of a child under the age of 16 years.</p> <p>Primary Caregiver benefits can be split between parents if they both work for the Company.</p> | <p>Under the Proposed Agreement, parental leave is paid in accordance with the BHP Group Parental Leave Australia Policy, which provides for 18 weeks paid parental leave. This cannot be reduced for the term of the Proposed Agreement.</p> <p>If the Port Agreement applied, it provides for paid parental leave under the Staff Handbook.</p> |
| <p>15. LONG SERVICE LEAVE</p> <p>15.1 Long service leave is in accordance with applicable legislation.</p> <p>15.2 Long service leave accrues and must be taken subject to relevant legislation and the Company policies, as amended from time to time.</p> <p>15.3 Long service leave is paid at an Employee's Annual Salary rate in accordance with their normal pay periods.</p> | <p>Clause 14 Long service leave</p> <p>Employees will be entitled to paid long service leave of 13 weeks after 10 years continuous site service. Employees will be entitled to pro rata long service leave of 6.5 weeks after the first 5 years of continuous site service.</p> <p>A leave loading of 20% has been included in the Base Salary.</p> | <p>If the Port Agreement applied, Employees accrue long service leave at the higher rate of 13 weeks/10 years of continuous service and Employees can take pro-rata long service leave of 6.5 weeks after 5 years of continuous service.</p> <p>Under the Proposed Agreement, long service leave:</p> <ul style="list-style-type: none"> • in QLD accrues at a higher rate for employees subject to the coal long service leave legislation; • in WA accrues at the lower rate of 8.667 weeks of long service leave after 10 years of service; • in SA accrues at the rate of 13 weeks of long service leave after 10 years of service. |
| <p>16. COMMUNITY SERVICE LEAVE</p> <p>16.1 Subject to clause 16.2, community service leave entitlements are provided for in accordance with the BHP Group Public Service Leave - Australia Policy, as amended from time to time.</p> <p>16.2 The entitlements under clause 16.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p> | <p>Clause 16 Other leave</p> <p>The Company recognises leave for community service, jury service and defence force reserves in accordance with the Staff Handbook, as amended from time to time</p> | <p>The Proposed Agreement provides for community service in accordance with the NES and the Company Policy.</p> <p>If it applies, the Port Agreement recognizes such leave in accordance with the Staff Handbook, which will also be subject to the NES.</p> |

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| <p>17. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE</p> <p>17.1 Subject to clause 17.2, 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.</p> <p>17.2 The entitlements under clause 17.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p> | <p><i>No equivalent provision. The NES would apply.</i></p> | <p>The Proposed Agreement provides that family and domestic violence leave will be provided in accordance with the NES and Company policy.</p> <p>The Port Agreement does not include an equivalent provision, so the NES entitlement would apply.</p> |
| <p>18. LEAVE WITHOUT PAY</p> <p>18.1 An Employee who has exhausted all leave entitlements may make a written application for leave without pay stating the reasons, and the proposed commencement and completion dates. Leave without pay, and its duration, may be granted at the Company's sole discretion. Leave without pay under this clause does not count as service.</p> | <p><i>No equivalent provision.</i></p> | <p>The Proposed Agreement provides that an employee can apply to the employer to take unpaid leave where they have exhausted all leave entitlements.</p> <p>While not provided in the Port Agreement, there is nothing that would prevent Employees from applying for unpaid leave under the Port Agreement.</p> |
| <p>19. INCLEMENT WEATHER</p> <p>19.1 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>19.2 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><i>No equivalent provision.</i></p> | <p>The Proposed Agreement provides for arrangements in circumstances of inclement weather. The Port Agreement does not include an equivalent provision.</p> |
| <p>20. ACCOMMODATION AND TRAVEL</p> <p>20.1 For the term of this Agreement, the following arrangements will apply.</p> <p>20.2 In this clause:</p> <p>(a) Local Area means the area within a radius of the site at which an Employee is working from which it is reasonably practical to drive from the Employee's residence in and out of that site for each shift in accordance with any fatigue management plan requirements for the site;</p> <p>(b) Local Employee means any Employee who resides within the Local Area;</p> | <p><i>No equivalent provision.</i></p> | <p>The Proposed Agreement sets out detailed arrangements applying to benefits for Employees depending on where they reside, and various travel and accommodation allowances.</p> <p>The Port Agreement does not contain any comparable provisions.</p> |

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| <p>(c) Commute Employee is an Employee who lives outside a radius of the site at which they are working and from which it is not reasonably practical to drive from the Employee's residence in and out of that site for each shift, but from which it is reasonably practical to drive in and out of that site for each swing in accordance with any journey management plan requirements for the site;</p> <p>(d) Non-Local Employee means any other Employee that is not a Local Employee or Commute Employee.</p> | | |
| <p>20.3 Employment in a hub</p> <p>Employees are employed to work at deployments within a hub as directed by the Company from time to time. As a result, Employees are not employed to work in a single location or site and are able to choose where to reside.</p> | | |
| <p>20.4 Local Employees Benefits</p> <p>(a) Subject to this clause 20.4, Local Employees will travel to and from the site in their own time and at their own expense each day that they are required to perform work.</p> <p>(b) Local Employees will be paid a local allowance of \$8,000 per year paid in equal fortnightly instalments included in their regular pay, for each fortnight work, including non-rostered overtime, is performed as required or an Employee is on paid leave.</p> <p>(c) Where the Company requires Local Employees to travel daily to and from the site from a designated location and by a designated means, such transport will be at the Company's cost, and will not affect payment of the allowance in clause 20.4(b).</p> <p>(d) This clause does not apply if an Employee accepts other housing arrangements with the Company.</p> | | |
| <p>20.5 Commute Employees Benefits</p> <p>(a) Subject to clause 20.7, the Company will provide Commute Employees at the Company's cost, with single person's village or other accommodation during the rostered swing of work. The type and location of the accommodation is at the Company's discretion, and if an Employee chooses not to stay in</p> | | |

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| <p>the accommodation provided the Employee will be responsible for their own accommodation at their own expense.</p> <p>(b) The Company will provide Commute Employees at its cost with:</p> <p>(i) road transport to and from the site from the accommodation each day that they perform work as directed;</p> <p>(ii) a travel allowance of \$5,000 per year paid in equal fortnightly instalments included in their regular pay, for all incidental costs incurred in travelling to and from their residence to their accommodation to perform work, including non-rostered overtime, as required. This allowance will be included in regular pay for each fortnight work is performed as required or an Employee is on paid leave.</p> <p>(c) Where the Company requires Commute Employees to commute to and from the accommodation by a designated means, such transport will be at the Company's cost and will not affect payment of the allowance in clause 20.5(b).</p> | | |
| <p>20.6 Non-Local Employees Benefits</p> <p>(a) Subject to clause 20.7 the Company at its cost, will provide Non-Local Employees with:</p> <p>(i) single person's village or other accommodation during the rostered swing of work. The type and location of the accommodation is at the Company's discretion. If an Employee chooses not to stay in the accommodation provided, the Employee will be responsible for their own accommodation at their own expense;</p> <p>(ii) air transport between:</p> <p>(A) the transport departure points in (C) to (E) below; or</p> <p>(B) any other departure point(s) nominated by the Company from time to time,</p> | | |

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| <p>and the nominated provincial airport and return, to meet the Employee's roster.</p> <p>At the commencement of this Agreement the transport departure points are:</p> <ul style="list-style-type: none"> (E) for the Queensland Hub – Brisbane; (F) For the Western Australia Hub – Perth; (G) For the South Australia Hub – Adelaide; <ul style="list-style-type: none"> (iii) road transport to and from the site from the accommodation each day that they perform work; and (iv) road transport between the provincial airport nominated by the Company and the single person's village or other accommodation and return. <p>(b) The Company can require Employees to travel under this sub-clause by a designated means, timetables, and carriers.</p> <p>20.7 Conditions of travel and accommodation</p> <ul style="list-style-type: none"> (a) Only one of subclauses 20.4 , 20.5, or 20.6 will apply. An Employee must provide a written request to their Supervisor at least 28 days prior to any change in status under those clauses. (b) The benefits apply for: <ul style="list-style-type: none"> (i) each week the Employee works in accordance with the directions of the Company or is on paid leave; and (ii) the term of this Agreement. (c) The allowances applicable under this clause: <ul style="list-style-type: none"> (i) are divisible flat payments and do not compound for overtime or any penalty; (ii) apply pro rata for Part Time Employees in accordance with clause 5.3. | | |

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| <p>(d) All travel and rest time under this clause is non-working time.</p> <p>(e) Employees who choose to use the accommodation or travel provided will, as a condition of employment, abide by the rules and regulations of the Company and/or the operator, as amended from time to time. Disruptive behaviour and/or breaching rules and regulations can invoke removal of accommodation and/or travel rights. An Employee who has their rights withdrawn and does not provide their own accommodation and/or travel in accordance with their roster, may have their employment terminated.</p> <p>(f) Employees must comply with the journey management plan requirements of any site.</p> <p>(g) Without limiting sub-clauses 20.7(d) and (f), to assist with management of fatigue, Non-Local and Commute Employees travelling to or from the Local Area to perform work may be required by the Company to:</p> <ul style="list-style-type: none"> (i) travel on the day preceding the first shift and rest at designated Company provided accommodation, prior to commencing the first shift; and (ii) on completion of work on any roster, travel may include rest at designated Company provided accommodation during the period following the completion of the final shift before commencing commute travel. <p>(h) Where any transport is provided by the Company, an Employee must travel on the scheduled transport that is allocated to the Employee. In circumstances where an Employee, for any reason other than a direction by the Company, does not travel at the allocated time:</p> <ul style="list-style-type: none"> (i) it will be the Employee's responsibility to provide an alternate means of transport at the Employee's cost and subject to journey management and fatigue management requirements; or (ii) where that is not possible, it may result in the Employee being ineligible to work that | | |

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| <p style="text-align: center;">rostered shift and no payment will be provided for that shift.</p> | | |
| <p>21. STAND ASIDE AND STAND DOWN</p> <p>21.1 Subject to clause 21.3, the Company can stand aside an Employee:</p> <ul style="list-style-type: none"> (a) with or without pay for full or partial refusal of duty; or (b) with or without pay for neglect of duty; or (c) with or without pay for misconduct, while it is being investigated. <p>21.2 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 (as the case may be), 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>21.3 Subject to the NES:</p> <ul style="list-style-type: none"> (a) An Employee stood aside under clause 21.1(c) is entitled to be paid their Annual Salary for the period they are stood aside, provided the Employee: <ul style="list-style-type: none"> (i) remains ready, willing and able to perform work; and (ii) 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). (b) If an Employee stood aside with pay under this clause fails to meet the requirements of sub-clause 21.3(a), the Employee is not entitled to be paid their Annual Salary for the period that the Employee does not meet those requirements. <p>21.4 The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances:</p> <ul style="list-style-type: none"> (a) industrial action; | <p><i>No equivalent provision for stand aside, but there are stand down provisions in section 524 of the FW Act which would apply under the Port Agreement.</i></p> | <p>The Proposed Agreement contains procedures governing the situations in which an Employee can be stood aside with or without pay. The Port Agreement does not have any equivalent provision.</p> |

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| <p>(b) a breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; or</p> <p>(c) an interruption to work for any cause for which the Company cannot reasonably be held responsible.</p> <p>21.5 Employees who have been stood down under the circumstances described in clause 21.4 above may request to take accrued annual or long service leave entitlements. Approval is at the Company's discretion.</p> <p>21.6 Any Employee stood down under clause 21.4 will continue to have their service recognised for the purposes of "continuous service."</p> | | |
| <p>22. ISSUE RESOLUTION PROCEDURE</p> <p>22.1 This clause sets out the process for resolving issues which relate to:</p> <p>(a) a matter arising under this Agreement; or</p> <p>(b) the NES.</p> <p>22.2 Where an issue under clause 22.1 arises which an Employee seeks to be resolved, the issue must first be referred for discussion between the Employee and their immediate Supervisor to attempt to resolve the issue.</p> <p>22.3 If the issue remains unresolved, it may be referred for discussion between the Employee and the Employee's Superintendent.</p> <p>22.4 If the issue is still not resolved, it may be referred for discussion between the Employee and the Employee's Departmental Manager.</p> <p>22.5 Discussions in accordance with clauses 22.2, 22.3 and 22.4 will be held as soon as reasonably practicable.</p> <p>22.6 By agreement, the Company and the Employee may bypass any of the steps in clauses 22.3 or 22.4 in the interests of speedy resolution of the issue.</p> <p>22.7 If the issue resolution processes in clauses 22.2, 22.3 and 22.4 have genuinely been exhausted (with the exception of the processes in clauses 22.3 or 22.4 if there was an agreement to bypass any of these steps), and the issue is still unable to be resolved at the workplace level, either party (or its representative) may refer the matter to the FWC for conciliation. If the matter remains unresolved, it can be</p> | <p>Clause 23 – Issue Resolution</p> <p>This clause sets out the process for promptly and efficiently resolving questions, disputes or difficulties which may arise from time to time in the workplace.</p> <p>Employees are entitled at any stage of this process to have in attendance a support person / representative to assist in the progression of the issue.</p> <p>(a) If an employee wishes to raise a matter, the employee should first discuss it with his or her direct supervisor. In the absence of the employee's direct supervisor or in cases where the employee does not feel comfortable raising the matter with his or her supervisor, the employee should raise the matter with the next level of supervision and / or Human Resources.</p> <p>(b) Where the matter remains unresolved, the employee may discuss the matter with his or her superintendent. In the absence of the employee's superintendent, the employee should raise the issue with the next level of supervision.</p> <p>(c) Where the matter remains unresolved, the employee may discuss the matter with his or her manager. In the absence of the employee's manager, the employee should raise the issue with the next level of supervision.</p> <p>(d) Where the matter remains unresolved, the employee may discuss the matter with his or her Head Of/ General Manager.</p> | <p>The Proposed Agreement allows arbitration by agreement, which is not a power given to the FWC in the Port Agreement. However, the Port Agreement dispute clause is not limited to matters arising under the Agreement and the NES, in contrast to the Proposed Agreement.</p> |

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| <p>referred to the FWC for arbitration by consent of both parties involved.</p> <p>22.8 Either the Employee or the Company may have a representative to assist at any stage of this process.</p> | <p>(e) Where the matter remains unresolved and relates to the employee's dismissal, the employee may discuss the matter with the relevant Vice President.</p> <p>If, after following this issue resolution process and having made all reasonable attempts, a matter remains unresolved, the matter may be referred to Fair Work Australia for conciliation only.</p> <p>An employee who is a party to an issue progressing through this issue resolution process must, while the issue is being resolved, continue to work in accordance with his or her contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety in which case the employee must comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.</p> | |
| <p>23. INDIVIDUAL FLEXIBILITY</p> <p>23.1 The Company and any Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:</p> <p>(a) the arrangement deals with 1 or more of the following matters:</p> <p>(i) arrangements about when work is performed;</p> <p>(ii) overtime rates;</p> <p>(iii) penalty rates;</p> <p>(iv) allowances;</p> <p>(v) leave loading; and</p> <p>(b) the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and</p> <p>(c) the arrangement is genuinely agreed to by the Company and Employee.</p> <p>23.2 The Company must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) are about permitted matters under section 172 of the FW Act; and</p> | <p>Clause 10 – Individual Flexibility</p> <p>The Company and individual employees may agree to make an individual flexibility arrangement ("IFA") to vary the effect of the terms of this Agreement, in accordance with this clause and the <i>Fair Work Act 2009</i> ("Fair Work Act"), as amended from time to time.</p> <p>To make an IFA, the following requirements must be met:</p> <p>(a) the IFA deals with any term under this Agreement which confers rights or obligations on the employee;</p> <p>(b) the IFA is made to meet the Company's and the employee's genuine needs in relation to one or more of the above matters; and</p> <p>(c) the Company and the employee genuinely agree to the arrangement.</p> <p>The Company will ensure that any IFA that is agreed to:</p> <p>(a) is in writing;</p> <p>(b) identifies the names of both parties;</p> <p>(c) is signed by both parties (and if the employee is under 18, by a parent or guardian of the employee);</p> <p>(d) is about matters that would be permitted matters under section 172(1) of the Fair Work Act and does not contain any terms that would be unlawful terms under section 194 of the Fair Work Act;</p> | <p>The Individual Flexibility Term in the Proposed Agreement mirrors the current Model Term. If the Port Agreement applied, an Individual Flexibility Arrangement can cover broader matters than the Proposed Agreement.</p> |

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| <p>(b) are not unlawful terms under section 194 of the FW Act; and</p> <p>(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.</p> <p>23.3 The Company must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) is in writing;</p> <p>(b) includes the name of the Company and Employee; and</p> <p>(c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and</p> <p>(d) includes details of:</p> <p>(i) the terms of this Agreement that will be varied by the arrangement; and</p> <p>(ii) how the arrangement will vary the effect of the terms; and</p> <p>(iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and</p> <p>(e) states the day on which the arrangement commences.</p> <p>23.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p> <p>23.5 The Company or Employee may terminate the individual flexibility arrangement:</p> <p>(a) by giving no more than 28 days written notice to the other party to the arrangement; or</p> <p>(b) if the Company and Employee agree in writing—at any time.</p> | <p>(e) includes the details of the terms of this Agreement whose effect will be varied by the arrangement, and how they will be varied; and</p> <p>(f) results in the employee being better off overall than the employee would have been if the IFA had not been entered into.</p> <p>The Company will provide the employee with a copy of the IFA within 14 days after it has been agreed.</p> <p>The IFA can be terminated:</p> <p>(a) by either the Company or the employee who has entered into the IFA giving not more than 28 days written notice to the other party; or</p> <p>(b) at any time if both parties agree in writing.</p> | |
| <p>24. MANAGEMENT OF CHANGE / CONSULTATION</p> <p>24.1 This term applies if the Company:</p> | <p>Clause 22 – Management of Change</p> <p>The Company recognises the importance of consultation with employees on matters that directly affect employees in their</p> | <p>The consultation clause in the Proposed Agreement mirrors the Model Term as contained in the FW Act and Regulations.</p> <p>The Port Agreement includes a less detailed</p> |

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| <p>(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or</p> <p>(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.</p> <p>Major change</p> <p>24.2 For a major change referred to in paragraph 24.1(a):</p> <p>(a) the Company must notify the relevant Employees of the decision to introduce the major change; and</p> <p>(b) subclauses 24.3 to 24.9 apply.</p> <p>24.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.</p> <p>24.4 If:</p> <p>(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</p> <p>(b) the Employee or Employees advise the Company of the identity of the representative;</p> <p>the Company must recognise the representative.</p> <p>24.5 As soon as practicable after making its decision, the Company must:</p> <p>(a) discuss with the relevant Employees;</p> <p>(i) the introduction of the change; and</p> <p>(ii) the effect the change is likely to have on the Employees; and</p> <p>(iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and</p> <p>(b) for the purposes of the discussion—provide, in writing, to the relevant Employees:</p> <p>(i) all relevant information about the change including the nature of the change proposed; and</p> <p>(ii) information about the expected effects of the change on the Employees; and</p> | <p>employment.</p> <p>The Company will consult with employees about any decisions taken by the Company that involve a major change which is likely to have a significant effect on jobs, the work performed or the way in which work is performed. An employee may be represented by a person of their choice in any discussions held in accordance with this clause.</p> | <p>consultation clause.</p> |

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| <p>(iii) any other matters likely to affect the Employees.</p> | | |
| <p>24.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p> | | |
| <p>24.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.</p> | | |
| <p>24.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph 24.2(a) and subclauses 24.3 and 24.5 are taken not to apply.</p> | | |
| <p>24.9 In this term, a major change is likely to have a significant effect on Employees if it results in:</p> <ul style="list-style-type: none"> (a) the termination of the employment of Employees; or (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or (d) the alteration of hours of work; or (e) the need to retrain Employees; or (f) the need to relocate Employees to another workplace; or (g) the restructuring of jobs. | | |
| <p>Change to regular roster or ordinary hours of work</p> <p>24.10 For a change referred to in paragraph 24.1(b):</p> <ul style="list-style-type: none"> (a) the Company must notify the relevant Employees of the proposed change; and (b) subclauses 24.11 to 24.15 apply. | | |
| <p>24.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.</p> | | |
| <p>24.12 If:</p> | | |

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| <p>24.13 (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</p> <p>(b) the Employee or Employees advise the Company of the identity of the representative;</p> <p>the Company must recognise the representative. As soon as practicable after proposing to introduce the change, the Company must:</p> <p>(a) discuss with the relevant Employees the introduction of the change; and</p> <p>(b) for the purposes of the discussion—provide to the relevant Employees:</p> <p>(i) all relevant information about the change, including the nature of the change; and</p> <p>(ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and</p> <p>(iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and</p> <p>(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).</p> <p>24.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p> <p>24.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.</p> <p>24.16 In this term relevant Employees means the Employees who may be affected by a change referred to in subclause 24.1.</p> | | |
| <p>25. REDUNDANCY</p> <p>25.1 Definition of redundancy</p> <p>(a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative:</p> <p>(i) because the Company no longer requires the job done by the Employee to be done by</p> | <p>Clause 21 – Redundancy</p> <p>If an employee's position is made redundant and there is no similar suitable alternative employment within the Company or with another company within the BHP Billiton Group, the employee will be entitled to the benefits set out in the Staff Handbook (as amended from time to time) including:</p> | <p>The Proposed Agreement provides for redundancy payment that is the greater of:</p> <p>(a) the NES (between 4 and 16 weeks' pay);</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement,(4 or 5 weeks, plus 14 weeks' severance and an</p> |

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| <p>anyone except where this is due to the ordinary and customary turnover of labour; or</p> <p>(ii) because of insolvency or bankruptcy of the Company.</p> <p>(b) This clause does not apply to Employees engaged for a fixed term or a specified task.</p> <p>Redundancy payment</p> <p>25.2 Except where clause 25.4 applies, when terminations of employment occur due to redundancy the Employees terminated are entitled to redundancy pay equal to the greater of:</p> <p>(a) the amount the Employee would be entitled to under the relevant modern award; or</p> <p>(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> <p>25.3 The entitlements under clause 25.2 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement;</p> <p>(c) regardless of length of employment, four weeks' pay.</p> <p>25.4 Exemption</p> <p>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>25.5 Variation of redundancy pay</p> <p>Despite anything in this clause, the Company may make application to the FWC to be granted relief from the obligation to make a payment pursuant to clause 25.</p> | <p>- 13 weeks pay in lieu of notice;</p> <p>- 8 weeks pay, plus 2 weeks pay for each year of completed continuous service.</p> <p>Payment will be made at the Total Salary rate.</p> | <p>additional 2.5 weeks for each year of service);</p> <p>(c) regardless of length of employment, four weeks' pay.</p> <p>If the Port Agreement applied, it provides for:</p> <ul style="list-style-type: none"> • 13 weeks' pay in lieu of notice and not 4/5; • 8 weeks' pay and not 14 weeks'; • plus 2 weeks' pay for each year of completed continuous service (not 2.5 weeks). |
| <p>26. TERMINATION OF EMPLOYMENT</p> <p>26.1 An Employee may resign from their employment with the Company by giving one week's written notice to the Company.</p> | <p>Clause 20 – Termination of employment</p> <p>Subject to any greater notice period required to be given pursuant to the Fair Work Act, an employee's employment may be terminated by either party giving 4 weeks notice in</p> | <p>Under the Proposed Agreement an Employee may resign by giving one week of written notice to the Company.</p> <p>If the Port Agreement applied, the Employee must</p> |

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| <p>26.2 Subject to clause 26.3, 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>26.3 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>26.4 The period of notice to be given by the Company to Full Time or Part Time Employees under clause 26.2 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> <p>26.5 The Company may dismiss an Employee without notice for any serious misconduct and in such case, the Employee's remuneration shall be payable only up to the time of dismissal.</p> | <p>writing, or by payment by the Company in lieu of notice, or the forfeiture by the employee of 4 weeks salary in lieu of notice, as the case may be.</p> <p>In the case of serious misconduct, the Company may terminate an employee's employment immediately and in such circumstances payment shall be made up until the time of dismissal only.</p> | <p>provide 4 weeks' written notice.</p> |
| <p>27. RECONCILIATION</p> <p>27.1 The Company is committed to reconciling in accordance with this clause, 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>27.2 Once this Agreement has been in operation for six months, an Employee can make a written request for a review:</p> <p>(a) within 28 days after 1 January or 1 July each year (Review Date/s), and covering the period of six months prior to the respective Review Dates; or</p> <p>(b) at the time of termination of an Employee's employment covering the period since the last relevant Review Date if their employment ends before completion of the six month period.</p> <p>(Review Period).</p> <p>27.3 The review will be conducted by reviewing the amounts paid and rostered hours actually worked in the Review Period.</p> | <p><i>No equivalent provision.</i></p> | |

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| <p>27.4 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>28. NO FURTHER CLAIMS</p> <p>This Agreement is a comprehensive and full settlement of all Employee enterprise bargaining claims for the duration of this Agreement unless otherwise permitted by the FW Act.</p> | <p>Clause 24 – Comprehensive Agreement – No further claims</p> <p>This Agreement is intended as a comprehensive statement of the mutual rights and obligations between the parties during the term of the Agreement. It excludes any industrial instrument that might otherwise apply.</p> <p>No claims or bargaining in respect of any industrial matters, regardless of whether they are or are not a subject of this Agreement, shall take place during the term of this Agreement, unless otherwise permitted by the Fair Work Act.</p> | <p>Both Agreements includes a provision around Employees not bringing further claims against the Company during the term of the Agreement.</p> |
| <p>APPENDIX 1 – ABOVE AWARD GUARANTEE FORMULA</p> <p>The following assumptions and formula are to be used in the calculation of Above Award Guarantee rates:</p> <ol style="list-style-type: none"> 1. The calculations will be based on applicable Award rates as at the date of calculation. Current rates are set out for information only. In this clause, standard rate means the standard rate for the relevant award. 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. 3. Payment at the following rates for the applicable hours per roster cycle: <ol style="list-style-type: none"> (a) For the <i>Black Coal Mining Industry Award 2020 (BCMI Award)</i> – the relevant rates of pay in Schedule C of the Award - Summary of Hourly Rates of Pay—Production and Engineering Employees (b) For the <i>Mining Industry Award 2020 (MI Award)</i> – the relevant rates of pay in Schedule B of the Award - Summary of Hourly Rates of Pay (c) Shifts will be considered afternoon and night shifts for the purposes of the BCMI Award and MI Award based on the rostered end time of the shift 4. Include the following allowances where applicable per roster | <p><i>No equivalent provision.</i></p> | <p>This Appendix to the Proposed Agreement sets out the formula for calculating the Employee’s Above Award Guarantee Annual Salary in clause 7.</p> |

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| <p>cycle:</p> <p>(a) In coal operations:</p> <p>(i) First aid</p> <ul style="list-style-type: none"> • First aid officer where an employee is appointed as a first aid officer – 0.76% of standard rate - flat rate per shift or attendance or paid absence from work (currently \$7.51). • First aid attendant where an employee is appointed as a first aid attendant – 0.45% of standard rate – flat rate per shift (currently \$4.45). <p>(ii) Water money - 0.49% of standard rate - flat rate for all employees per shift (currently \$4.84).</p> <p>(iii) Dirty work - 0.23% of standard rate - flat rate for all employees per shift (currently \$2.27).</p> <p>(iv) Additional night shift - 0.85% of standard rate - flat rate for all employees per night shift (currently \$8.40).</p> <p>(v) Additional afternoon shift – 0.43% of standard rate – flat rate for all employees per afternoon shift (currently \$4.25).</p> <p>(vi) Confined space – 0.08% of standard rate – rate per hour for employees while working in confined space (currently \$0.79).</p> <p>(vii) Height money – 0.23% of standard rate - flat rate per shift where an employee is engaged on work at a height of 7.5 metres or more above the nearest horizontal plane (currently \$2.27 per shift).</p> <p>(viii) Boom welding (trades employees only) – 0.095% of standard rate – rate per hour for trades employees who are carrying out pressure or x-ray standard welding on booms (currently \$0.94 per hour).</p> <p>(b) In other mining operations:</p> <p>(i) Industry allowance – 3.7% of standard rate all-purpose per week for all employees (currently \$36.82).</p> | | |

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| <p>(ii) First aid allowance where an employee who holds first aid qualifications from St John Ambulance or an equivalent body, is appointed by the employer to participate in the emergency response team or otherwise to perform first aid duty - 2% of standard rate - flat rate per week (currently \$19.90).</p> <p>(iii) Electrical licence - where the employee is required by the Company to hold an electrical technicians licence (or equivalent) – 4.55% of standard rate - all-purpose per week (currently \$45.27).</p> <p>5. Multiply the relevant sum of steps 3 and 4 by the number of cycles per year e.g. for a 7/7 12.5DN roster, a cycle is 4 weeks/28 days, and in 365.25 days (allowing for a leap year in 2024) there are 13.044 cycles.</p> <p>6. Add 11 public holidays at the relevant double time rate in the applicable award to the sum in step 5 (single time is already included in the rates above to make a total of treble time), provided that the total amount included in salary for the 11 shifts treated as public holiday shifts will not be less than the amount payable under the applicable award for working those shifts.</p> <p>7. Add 5% to the total in step 6 to provide the Above Award Guarantee Annual Salary.</p> <p>8. In addition, the following payments where applicable, will be paid separately to the sum at step 7 at the rate of 105% of the Award rate as stated in the table below. In the event that any other allowances not included in step 4 and 8 are payable to an employee under the Award they will also be paid at the rate of 105%.</p> | | | | | |
| Employees in coal operations | | | | | |
| Allowance | % of standard rate in BCMI Award | Current Award rate | Current 105% of Award rate | | |

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| Washery allowance – flat rate for each day/shift where an employee is employed in or about a washery. This allowance is in substitution of all other disability allowances in this step 8. | 0.63 per day/shift | \$6.22 | \$6.53 | | |
| Shaft work – flat rate for each day/shift where Electrical / Mechanical employees are engaged on shaft work | 0.59 per day/shift | \$5.83 | \$6.12 | | |

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| Sewer/shaft work – flat rate for each day/shift where Electrical / Mechanical employees required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) for a minimum of four hours (or one hour after removal from a pumping station or treatment works for cleaning or stripping) | 0.3 per day/shift | \$2.96 | \$3.11 | | | |
| Underground allowance - flat rate per shift where an adult Electrical/ Mechanical employee works underground on any shift | 0.23 per shift | \$2.27 | \$2.38 | | | |

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| Meal allowance - flat rate for each meal where an employee works un-rostered overtime, unless | | \$18.08 | \$18.98 | | | | |
| <ul style="list-style-type: none"> notified no later than the previous day of the requirement to work overtime; or supplied with a meal. | | | | | | | |
| Tool allowance – flat rate per week where an employee is required to provide their own necessary tools. | | \$13.22 | \$13.88 | | | | |
| Employees in other mining operations | | | | | | | |
| Allowance | % of standard rate in MI Award | Current Award rate | Current 105% of Award rate | | | | |

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| <p>Leading hand allowance – flat rate per week if appointed in writing to such position</p> <ul style="list-style-type: none"> • 4.4 • 5.6 • 7.53 <ul style="list-style-type: none"> • 3 to 10 employees • 11 to 20 employees • More than 20 employees | <ul style="list-style-type: none"> • \$43.78 • \$55.72 • \$74.92 | <ul style="list-style-type: none"> • \$45.97 • \$58.51 • \$78.67 | | | |
| <p>Underground allowance- the flat rate per hour worked underground where an Employee (other than underground miners) works underground.</p> | 7 | \$1.83 | \$1.92 | | |
| <p>Meal allowance – flat rate for each meal where an employee works un-rostered overtime, unless</p> <ul style="list-style-type: none"> • notified no later than the previous day of the requirement to work overtime; or • supplied with a meal or meal making facilities. | | \$19.36 | \$20.33 | | |

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| Tool allowance – flat rate per week where an employee is required by the employer to supply and maintain tools ordinarily required in the performance of work. | | \$17.46 | \$18.33 | | |
| <i>No equivalent provision.</i> | | | | <p>18 Drug and alcohol testing</p> <p>It is Company policy to provide a workplace free from hazards, particularly those associated with drugs and alcohol. To ensure that employees do not come to work and are not at work under the influence of drugs or alcohol which will inhibit them from performing their duties in a safe manner and endangering themselves and others, testing programs including random testing will be carried out.</p> <p>All employees are required to participate in these testing programs and otherwise comply with the Company's fitness for work policies.</p> | There is no equivalent provision in the Proposed Agreement. |
| <i>No equivalent provision.</i> | | | | <p>19 Personal protective equipment</p> <p>Long sleeved shirts and long pants are compulsory for employees. Four sets of work clothing and two sets of safety footwear will be provided to each employee each year. Other personal protective equipment as required for the employee's position will also be provided. Equipment lost or damaged through negligence is the responsibility of the individual.</p> | There is no equivalent provision in the Proposed Agreement. |