

Comparison of the Proposed Agreement and *BHP Billiton Nickel West Northern Operations Region Safety Net 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 Nickel West Northern Operations Region Safety Net Agreement 2012* (**Nickel West Agreement**). The table below is intended to assist in understanding how the conditions contained in the Nickel West Agreement compare to those in the Proposed 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	Nickel West Agreement	Additional comments on differences
<p>1. TITLE</p> <p>This agreement will be known as the <i>Operation Services Maintenance Agreement</i> ("Agreement").</p>	<p>1 Title</p> <p>This agreement shall be referred to as the BHP Billiton Nickel West Northern Operations Region Safety Net Agreement 2012 (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 6.6 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>2 Application of this Agreement</p> <p>This Agreement shall apply to and cover:</p> <p>(a) BHP Billiton Nickel West Pty Ltd (ABN 76 004 184 598) (Nickel West); and</p> <p>(b) employees of Nickel West employed in relation to the nickel activities conducted by Nickel West in the Shires of Leonora and Wiluna (Northern Operations Region) in the classifications set out in Schedule 1.</p>	<p>The Proposed Agreement covers maintenance Employees on a mining operation. The Nickel West Agreement contains both maintenance and production 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>8 Leave</p> <p>...</p> <p>The National Employment Standards set out in the <i>Fair Work Act 2009</i> (Cth) (FW Act) provide minimum leave entitlements which apply to employees of Nickel West, including those who are defined as 'shiftworkers' for the purposes of the National Employment Standards.</p> <p>If at any time the National Employment Standards provide a more beneficial entitlement than that contained in this Agreement, employees will be entitled to the more beneficial entitlement in the National Employment Standards.</p> <p>25 Dominant Agreement</p> <p>This Agreement operates to the exclusion of any other industrial instrument that might otherwise apply.</p>	<p>The Proposed Agreement includes an NES precedence clause. The Nickel West Agreement does not contain a NES precedence clause, other than with respect to leave, however the NES provides the minimum for employees covered by the Nickel West 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>4.1 This Agreement will commence operating seven days after the Agreement is approved by the Fair Work Commission ("FWC").</p>	<p>3 Terms of this Agreement</p> <p>(a) This Agreement will commence operating 7 days after it is approved by Fair Work Australia and it will continue to operate</p>	<p>The nominal term of the Nickel West Enterprise Agreement has passed the nominal expiry date. If the Proposed Agreement is approved by the FWC , it will replace the Nickel West Agreement and it will not apply again.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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>for a period of 4 years from that date (nominal expiry date).</p> <p>(b) 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>4 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>Part time employees will receive a pro rata Salary Package and pro rata leave and other entitlements.</p> <p>Casual employees will be paid an additional loading of 25% of their base rate of pay in lieu of sick leave and annual leave.</p> <p>18 Hours of Work</p> <p>Hours of work will be in accordance with the requirements of the employee's work area as advised to the employee by their Supervisor, or other authorised Nickel West officer. Applicable rosters will be provided to employees. Hours of work will be averaged over a 12 month period.</p> <p>Nickel West may vary shift rosters and hours of work. Nickel West may transfer employees to or from day work to shift work, and from one shift panel to another. Certain rosters involve weekend and public holiday work.</p> <p>In order to perform the duties expected of them, employees may be required to work reasonable additional hours. Except as set out in clause 19, consideration for additional hours is included in the Base Salaries.</p> <p>In the event of changes to an employee's regularly rostered hours of work, Nickel West will adjust the employee's roster-based remuneration to ensure it remains above the minimum standard.</p> <p>Employees will be allowed break(s) totalling at least 40 minutes per shift, to be taken at times scheduled by Nickel West.</p>	<p>The Proposed Agreement provides all time worked in excess of the rostered hours as mutually arranged for part-time employees is paid for at the rates prescribed in clause 7.9. The Nickel West Agreement provides that reasonable additional hours are included in the Base Salaries, unless it is considered an additional full shift, covered under clause 19.</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). The Nickel West Agreement does not provide set ordinary hours for full time employees, referring instead to the "requirements of the employee's work area".</p> <p>The Proposed Agreement has specific provisions for fixed term or specific task engagements. The Nickel West Agreement does not.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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</p>	<p>7 Roles</p> <p>A profile of each employee's role will be provided, which sets out the purpose, core accountabilities and performance indicators of their role.</p> <p>Employees can be required to work in any area or site and undertake other duties as required commensurate with skill levels, competence and training. Employees can be required to assist in the training of other employees as required from time to time.</p> <p>Role profiles may be periodically updated to reflect agreed changes to positions as roles and levels of responsibility change. Employees will be consulted where significant changes to the organisation or performance of their work are proposed.</p> <p>10 My Obligations to Nickel West</p> <p>There are many general legal obligations which exist in all employment relationships. The BHP Billiton Code of Business Conduct booklet outlines some of the employment obligations. Other specific obligations applicable to all employees include:</p> <p>...</p> <p>(b) employees must comply with all lawful directions given by their Manager or other authorised person, and diligently and faithfully serve Nickel West, protect and further its interests at all times, and hold appropriate licences for the performance of their duties;</p> <p>...</p>	<p>The Proposed Agreement provides that:</p> <ul style="list-style-type: none"> all Employees covered by the Proposed 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; and unless otherwise agreed, 14 days' notice will be given where an Employee is required to change deployment within their hub. <p>The Nickel West Agreement states that Employees can be required to work in any area or site.</p>

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<p>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 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>(f) employees must work in a manner commensurate with their position and skills and as directed by their Manager or other authorised officer at all times, without bans, limitations or stoppages. Any ban, limitation or stoppage (other than for genuine safety reasons or otherwise authorised by law) will be grounds for disciplinary action and this may result in termination of employment;</p> <p>(g) employees must assist in the training of other employees as required by Nickel West;</p>															
<p>6. DUTIES</p> <p>.....</p> <p>6.6 Employees will be placed in one of the following classifications:</p> <table border="1" data-bbox="91 871 745 1305"> <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 6.6 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 – Remuneration</p> <p>(a) Positions and Base Salaries</p> <p>The Base Salary for each position is set out below. Employees will be placed at an applicable level in their position relevant to the responsibilities of the position. This placement does not limit the duties the employees may be required to perform as set out in clause 7 of this Agreement.</p> <table border="1" data-bbox="801 967 1417 1509"> <thead> <tr> <th>Position</th> <th>Base salary (per annum)</th> </tr> </thead> <tbody> <tr> <td> 1. Process Technician Including but not limited to: Packaging, Corefarm Technician, Senior Station hand, Station hand, QC Technician (lab), Metallurgical Technician, Weighbridge Technician, Production Services, Production Services (Exp), Respirator Technician, ISA Technician, Ph Testers, MSA Technician, Water Treatment Plant, Field + Experience, Trainers (Shift), Corefarm Coordinator, Control Room, Permit to Work, Tapping, Isolation, Production Support </td> <td style="text-align: center;">\$52,500</td> </tr> </tbody> </table>	Position	Base salary (per annum)	1. Process Technician Including but not limited to: Packaging, Corefarm Technician, Senior Station hand, Station hand, QC Technician (lab), Metallurgical Technician, Weighbridge Technician, Production Services, Production Services (Exp), Respirator Technician, ISA Technician, Ph Testers, MSA Technician, Water Treatment Plant, Field + Experience, Trainers (Shift), Corefarm Coordinator, Control Room, Permit to Work, Tapping, Isolation, Production Support	\$52,500	<p>As noted above, the Nickel West Agreement contains both maintenance and production classifications.</p>
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	Technician, and Emergency Services Officer.		
	2. Surface Mining Technician Including but not limited to: Mining Technicians (including Truck Drivers, Operators (Shovel, Excavator, Loader, ROM, Dozer, Grader, Water Cart, De-Watering, Plant)), Team Leader (Including Team Leader- Mining), Dispatch Operator, Drill & Blast Operator, Geology Technician, Surveyor Technician, Blast Crew, Leading Hand (including Production, Ancillary, Projects, Road Crew, Drill & Blast), Drillers, Magazine Keepers, Labourers on Blast Crew and Shotfirer.	\$57,500	
	3. Underground Mining Technician Level 1 Including but not limited to: Mine Supply Operator, Store Truck Driver, Mine Utility, Mine Controller.	\$53,000	
	4. Underground Mining Technician Level 2 Including but not limited to: Nipper, Service Crew, Truck Driver, Charge Up Offsider, Road Maintenance Miner, Shotcrete Offsider, Belt Runners, Plant Operator, Monitoring Technician Survey, Ventilation Crew.	\$55,000	
	5. Underground Mining Technician Level 3 Including but not limited to: Construction (Miner, Specialist), Services Specialist, Loader Operator, Charge Up Operator, Cable Bolter, Long Hole Driller, Shotcrete Sprayer, Winder Driver, Underground Crusher Operator.	\$67,000	

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	<p>6. Underground Mining Technician Level 4</p> <p>Including but not limited to: Production Specialist, Jumbo Operator, Development Specialist, Boltec Operator, Hand Held Miner.</p>	<p>\$95,000</p>	
	<p>7. Maintenance Technician – Mechanical</p> <p>Including but not limited to: Boilermaker/Welder, Diesel Fitter, Tyre Technician, Light Vehicle Mechanic, Fitter, Heavy Duty Fitter, Crane Driver, Rigger, Dogman, Water Services Technician, Lubrication Specialist, Scaffolder, Specialist Trade Technician, Team Leader.</p> <p>Applies to both surface and underground work.</p>	<p>\$75,000</p>	
	<p>8. Maintenance Technician – Electrical</p> <p>Including but not limited to: Electrician, Data Cabling, Radio & Telecommunications, Refrigeration, Auto Electrician, HV Electricians, Specialist Trade Technician, Team Leader, DCS Technician, Process Control Technician.</p> <p>Applies to both surface and underground work.</p>	<p>\$85,000</p>	
	<p>9. Maintenance Technician -General</p> <p>Including but not limited to: Plumber, Trade Assistant, Serviceman, Tool/Storeperson, Leading Hand, Operators.</p> <p>Applies to both surface and underground work.</p>	<p>\$57,500</p>	
	<p>10. Support Technician</p> <p>Including but not limited to: Laboratory Analyst, Analytical Laboratory Technicians, Senior, Laboratory Project Analyst, Warehouse Officer, Fork Lift Driver, Store person, Supply Authority Inspector, Stores Delivery Technician, Concentrate Transport (Driver, Loader).</p>	<p>\$55,000</p>	

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	11. Apprentice Including but not limited to: Boilermaker, Diesel Fitter, Tyre Technician, Light Vehicle Mechanic, Fitter, Heavy Duty Fitter, Data Cabling, Radio and Telecommunications, Refrigeration, Auto Electrician, Electrical/Instrumentation.	\$35,200	
	12. Trainee Including but not limited to: Processing, Laboratory, Emergency Services Officers, Mine Surveyor Technician, Geology Technician, Pit Technician, Field Technician, Hygiene Technician, Monitoring Technician, Mine Dispatch.	\$35,200	
<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 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</p>	<p>6 Remuneration</p> <p>Employees will receive a Salary Package comprising a Base Salary plus superannuation and any allowances that apply to the employee’s role. The Base Salaries and roster allowances are set out in Schedule 1 to this Agreement.</p> <p>The salary review process enables Nickel West to recognise and reward employees for their performance during the year and their contribution to achieving business objectives. Salaries are reviewed annually and are adjusted at Nickel West’s discretion to take into account Nickel West’s performance, employees’ individual performance and industry salary movements. Salary reviews take into account the outcomes of the Performance Enhancement Process review. Employees whose start date occurs between 1 April and 31 August will not be eligible for salary review in that year.</p> <p>Salary reviews will not give rise to any reduction in salaries.</p> <p>Base salaries have been set to fully compensate employees for all entitlements including payment for all hours worked and to leave employees better off against any applicable award or legislated remuneration standard, unless otherwise specified. Clause 19 provides for additional payments or time off in respect of certain shifts worked.</p> <p>Schedule 1 – Remuneration</p> <p>[See extract of base salaries in previous row above]</p> <p>(b) Allowances</p> <p>In addition to the Base Salary, allowances are paid as set out below. Superannuation is payable on Base Salary plus allowances. Allowances are paid pro rata at the same time as Base Salary.</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>The Nickel West Agreement provides that an Employee will receive a Salary Package that covers all entitlements under the relevant modern award, superannuation and allowances. Salaries and roster allowances are stated in Schedule 1 to the Nickel West Agreement.</p>	

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<p>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>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>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>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 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>	<table border="1" data-bbox="801 183 1451 566"> <thead> <tr> <th data-bbox="801 183 1256 279">Allowance Category</th> <th data-bbox="1256 183 1451 279">Allowance (per annum)</th> </tr> </thead> <tbody> <tr> <td data-bbox="801 279 1256 331">Roster allowance for 8D/6X roster</td> <td data-bbox="1256 279 1451 331">\$27,500</td> </tr> <tr> <td data-bbox="801 331 1256 384">Roster allowance for 8D/6X/8N/6X roster</td> <td data-bbox="1256 331 1451 384">\$30,500</td> </tr> <tr> <td data-bbox="801 384 1256 464">Roster allowance for 8/6 (a combination of day and night shifts)***roster</td> <td data-bbox="1256 384 1451 464">\$28,700</td> </tr> <tr> <td data-bbox="801 464 1256 517">Roster allowance for 8D/6X/7N/7X roster</td> <td data-bbox="1256 464 1451 517">\$26,500</td> </tr> <tr> <td data-bbox="801 517 1256 566">Roster allowance for 7D/7N/7X roster**</td> <td data-bbox="1256 517 1451 566">\$48,000</td> </tr> </tbody> </table> <p data-bbox="801 582 1503 646">** New flight arrangements will be available for this roster pattern which will allow employees to arrive on the day of their first shift.</p> <p data-bbox="801 654 1503 774">***This roster will only be applied with the express approval of Nickel West. It is intended to compensate employees who work a regular night shift rotation which is not on a pre-determined pattern.</p> <p data-bbox="801 829 1503 861">24 No Reduction in Conditions of Employment</p> <p data-bbox="801 877 1503 989">Nothing in this Agreement will operate to reduce any of the terms and conditions of an employee's Employment Agreement to which the employee was entitled at the time the employee becomes bound by this Agreement.</p>	Allowance Category	Allowance (per annum)	Roster allowance for 8D/6X roster	\$27,500	Roster allowance for 8D/6X/8N/6X roster	\$30,500	Roster allowance for 8/6 (a combination of day and night shifts)***roster	\$28,700	Roster allowance for 8D/6X/7N/7X roster	\$26,500	Roster allowance for 7D/7N/7X roster**	\$48,000	
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7.7	<p>The Company will notify Employees of the Above Award Guarantee for their roster:</p> <ul style="list-style-type: none"> (a) on commencement of employment; (b) on any change of roster or position; and (c) between 1 and 15 July each year. 																					
7.8	<p>For the purpose of calculating an Employee's Above Award Guarantee under this Agreement,</p> <ul style="list-style-type: none"> (a) the calculation will be based on the assumptions and formula in Appendix 1; (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: 																					
<table border="1"> <thead> <tr> <th rowspan="2">Agreement classification of Employee</th> <th colspan="2">Minimum award pay level</th> </tr> <tr> <th><i>Black Coal Mining Industry Award covered Employees</i></th> <th><i>Mining Industry Award covered Employees</i></th> </tr> </thead> <tbody> <tr> <td>Non Trades</td> <td>Mine Worker</td> <td>Level 4</td> </tr> <tr> <td rowspan="3">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>Other tradespersons 0-2 years trade qualified experience</td> <td>Mine Worker - Advanced</td> <td>Level 6</td> </tr> <tr> <td>Other tradespersons after 2 years trade qualified experience</td> <td>Mine Worker - Specialised</td> <td>Level 7</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 experience	Mine Worker - Advanced	Level 6	Other tradespersons after 2 years trade qualified experience	Mine Worker - Specialised	Level 7			
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	(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																					

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>minimum modern award pay rate appropriate to their year of apprenticeship or traineeship.</p>		
<p>7. REMUNERATION</p> <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 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</p>	<p>19 Additional Shifts</p> <p>19.1 Additional Full Shifts</p> <p>An employee who is required (having regard to the Nickel West Fatigue Management Policy as amended from time to time) to work a full shift (Additional Shift) which is in addition to their regularly rostered shifts (Regular Shifts) is entitled to receive compensation for the Additional Shift in accordance with the following:</p> <p>(a) the length of the Additional Shift shall be at least equal to the length of the employee's Regular Shifts (for example a full 12 hour shift);</p> <p>(b) the Additional Shift must be required to be worked in order to meet critical operational requirements;</p> <p>(c) the Additional Shift must have been worked by the employee at the express direction and with the express approval of Nickel West;</p> <p>(d) subject to the Nickel West Fatigue Management Policy (as amended from time to time), the employee must present for duty for their next Regular Shift after working the Additional Shift(s);</p> <p>(e) the employee must work in one of the roles set out in the table below; and</p> <p>(f) Nickel West may, in its discretion, either:</p> <p>(1) pay the employee for working the Additional Shift in accordance with the table below; or</p> <p>(2) allow the employee to take off one of their Regular Shifts for working the Additional Shift,</p> <p>provided that part-payment part-time off compensation will not be awarded.</p> <p>Where time off is provided to an employee under this clause:</p> <p>(a) subject to operational requirements, the employee should take the time off within 3 months of the Additional Shift which attracted the time off being worked;</p> <p>(b) where operational reasons mean that an employee is unable to take his or her accrued time off within the 3 month timeframe, Nickel West may instead pay the</p>	<p>The Proposed Agreement contemplates that Employees will be compensated for any un-rostered overtime. The Nickel West Agreement does not specifically refer to overtime, and instead provides for additional compensation of employees under certain classifications who work an additional full shift of at least the length of the employee's regular shift.</p> <p>The Proposed Agreement provides that the Employee and the Company may agree to time off instead of payment for un-rostered overtime. The Nickel West Agreement provides that it is the employers choice whether to give the employee additional pay or time off which must be used within 3 months unless that is not possible for operational reasons.</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. The Nickel West Agreement provides that, if an employee is paid for completing an additional full shift, they will be paid a set rate of between \$550 and \$750 for the whole shift based on the position that they hold.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences														
<p>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>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>(b) The Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.</p>	<p>employee for the Additional Shift which attracted the time off in accordance with the table below; and</p> <p>(c) the employee will not be required to use their accrued time off in order to satisfy their obligations under the Nickel West Fatigue Management Policy (as amended from time to time).</p> <table border="1" data-bbox="801 379 1480 743"> <thead> <tr> <th data-bbox="801 379 898 624">Role</th> <th data-bbox="898 379 1010 624">Process and Lab Technician (Entry / Field)</th> <th data-bbox="1010 379 1122 624">Process and Lab Technician (Advanced / Specialist)</th> <th data-bbox="1122 379 1205 624">Maintenance Technician (Mechanical and Electrical)</th> <th data-bbox="1205 379 1288 624">Support Technician (eg Warehouse Officer)</th> <th data-bbox="1288 379 1391 624">Mining Technician</th> <th data-bbox="1391 379 1480 624">ESSO</th> </tr> </thead> <tbody> <tr> <td data-bbox="801 624 898 743">Payment per Additional Shift</td> <td data-bbox="898 624 1010 743">\$550</td> <td data-bbox="1010 624 1122 743">\$700</td> <td data-bbox="1122 624 1205 743">\$750</td> <td data-bbox="1205 624 1288 743">\$550</td> <td data-bbox="1288 624 1391 743">\$650</td> <td data-bbox="1391 624 1480 743">\$550</td> </tr> </tbody> </table> <p>19.2 Pre-existing Additional Shift Compensation</p> <p>This clause 19 replaces any other additional shift or longer shift compensation systems which were in place prior to this Agreement coming into operation.</p>	Role	Process and Lab Technician (Entry / Field)	Process and Lab Technician (Advanced / Specialist)	Maintenance Technician (Mechanical and Electrical)	Support Technician (eg Warehouse Officer)	Mining Technician	ESSO	Payment per Additional Shift	\$550	\$700	\$750	\$550	\$650	\$550	
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<p>7. REMUNERATION</p> <p>...</p> <p>7.14 Annual Salary will be averaged over a year and paid fortnightly in arrears.</p> <p>7.15 Payment will be by electronic funds transfer to a bank account in Australia nominated by the Employee.</p> <p>...</p>	<p>6 Remuneration</p> <p>...</p> <p>Employees will be paid monthly, half in arrears and half in advance, by direct transfer into their nominated bank account or other approved, recognised financial institution.</p> <p>...</p>	<p>The Proposed Agreement provides employees will be paid fortnightly whereas the Nickel West Agreement provides that employees will be paid monthly (half in arrears and half in advance).</p>														
<p>7. REMUNERATION</p> <p>...</p> <p>7.16 Employees may be eligible to participate in the Company Short Term Incentive Program, as amended from time to</p>	<p>15 Performance Incentive Plan</p> <p>Employees with a minimum of three months service as at June 30 will be eligible to participate in Nickel West's Performance Incentive Plan as amended from time to time. The Plan operates</p>	<p>Both Agreements contemplate an incentive program that eligible employees can participate in. Neither Agreement guarantees that employees will receive a bonus in any given year.</p>														

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>time. The Company reserves the right in its sole discretion to cancel, replace, or make any variations to any such scheme at any time.</p> <p>...</p>	<p>to provide a discretionary cash bonus according to the success of Nickel West, the performance of the bonus participants and their respective sites, departments and work areas.</p> <p>The notional payment target applicable for each position is calculated as a percentage of Base Salary. There is no certainty that a payment will be granted in any year.</p> <p>Where a payment is made, the Performance Incentive Plan payment can be salary sacrificed as additional voluntary contributions to an employee's superannuation account, subject to certain contribution limits, provided this election is made prior to the announcement of this payment.</p>	
<p>7. REMUNERATION</p> <p>...</p> <p>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.</p> <p>...</p>	<p>14 Leaving Nickel West and Related Issues</p> <p>....</p> <p>On termination of employment, if an employee owes Nickel West money, this can be recovered by Nickel West from any accrued entitlements owing to the employee. Nickel West is authorised to make any deductions for the purposes of this clause upon issuing written advice to the employee of the amounts the employee owes.</p>	<p>The Proposed Agreement provides that where an Employee has been overpaid, the employee has to pay back the money within a reasonable period, or they shall be deducted from the employee's pay or termination payment. The Nickel West Agreement only contemplates for the repayment of overpaid monies upon termination of employment.</p>
<p>7. REMUNERATION</p> <p>...</p> <p>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.</p>	<p>9 My Benefits</p> <p>Nickel West provides a range of discretionary benefits which may be available to employees. Availability will depend on whether employees satisfy the criteria for each benefit.</p> <p>The benefits are amended from time to time to ensure that they are relevant and appropriate. In the event of significant changes to the benefits, Nickel West will notify employees of the changes.</p> <p>Some of the benefits that may apply to employees include:</p> <p>...</p> <p>(g) personal insurance arrangements including the employee accident insurance scheme, the superannuation disablement and death benefit, and the salary continuance insurance plan covering extended periods of illness or injury not covered by workers' compensation;</p> <p>...</p>	<p>The Proposed Agreement provides that accident pay will be in accordance with Company policy, as amended from time to time.</p> <p>The Nickel West Agreement states that the Company <i>may</i> provide personal insurance benefits including for accidents, disablement and death, and salary continuance.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>7. REMUNERATION</p> <p>...</p> <p>7.19 Electrical Licences</p> <p>Where the Company requires an Employee to obtain or maintain a HV Switching or State Electrical Licence, the Company will reimburse the Employee for:</p> <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 Nickel West 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>16 Superannuation Contribution and Choice of Fund</p> <p>Nickel West will make superannuation contributions on behalf of employees at the rate of 12% of an employee's Base Salary plus pensionable allowances subject to minimum legislative requirements.</p> <p>Under the Superannuation Choice of Fund legislation, employees are entitled to choose the complying superannuation fund into which their Superannuation Guarantee contributions are paid. If employees want to exercise this choice, they must complete a Choice of Superannuation Fund - Standard Choice Form identifying their chosen fund, and return it to their payroll officer along with other documents as detailed in that form.</p> <p>The employee's choice will apply to their future Superannuation Guarantee contributions, plus any additional company contributions payable where they have elected to make personal contributions, and the amount of any personal contributions, including Additional Voluntary Contributions, they may wish to make to their chosen fund. Nickel West will only make superannuation contributions to one superannuation fund for each employee.</p> <p>The BHP Billiton Number 2 Superannuation Fund (Plum Fund) or other BHP Billiton Fund nominated in writing from time to time will be the Nickel West default fund if an employee does not choose another eligible complying superannuation fund to receive superannuation contributions on their behalf.</p>	<p>The Nickel West Agreement specifies that the relevant rate of superannuation contributions is 12%.</p> <p>The Proposed Agreement provides for co-contributions in accordance with Company policy. The Nickel West Agreement provides that Employees can make voluntary contributions, and makes reference to 'additional Company contributions'.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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>(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>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>18 Hours of Work</p> <p>Hours of work will be in accordance with the requirements of the employee's work area as advised to the employee by their supervisor, or other authorised Nickel West officer. Applicable rosters will be provided to employees. Hours of work will be averaged over a 12 month period.</p> <p>Nickel West may vary shift rosters and hours of work. Nickel West may transfer employees to or from day work to shift work, and from one shift panel to another. Certain rosters involve weekend and public holiday work.</p> <p>In order to perform the duties expected of them, employees may be required to work reasonable additional hours. Except as set out in clause 19, consideration for additional hours is included in the Base Salaries.</p> <p>In the event of changes to an employee's regularly rostered hours of work, Nickel West will adjust the employee's roster-based remuneration to ensure it remains above the minimum</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; • 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; • if the Employee is moving from a non-continuous day roster to a rotating continuous roster 14 days' notice (not 7 days) is actually required. <p>There are no equivalent provisions in the Nickel</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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> <ul style="list-style-type: none"> (a) an Employee shall not be rostered to work more than 12.5 hours in any one shift, and will have a minimum break of 10 consecutive hours between shifts; (b) the Company will provide an Employee with one week's notice of any change to an Employee's place on a roster, unless otherwise agreed with the Employee; (c) before implementing any change to ordinary starting and finishing times for an Employee's roster or a change to starting and finishing places on a site, the Company will provide at least 7 days' notice of the change, unless: <ul style="list-style-type: none"> (i) the Company and the Employee otherwise agree; (ii) there are operational requirements that require a shorter period of notice to be given; or (iii) the Employee is moving permanently from a non-continuous day roster to a rotating continuous roster, in which case the reference to 7 days is to be taken as 14 days. (d) For the avoidance of doubt, clause 24.1(b) applies to a change to the regular roster or ordinary hours of work of Employees. 	<p>standard.</p>	<p>West Agreement.</p>
<p>9. HOURS OF WORK</p> <p>...</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</p>	<p>18 Hours of Work</p> <p>....</p> <p>Employees will be allowed break(s) totaling at least 40 minutes per shift, to be taken at times scheduled by Nickel West.</p>	<p>Employees working for 10 hours or more receive a greater duration of breaks per shift under the Proposed Agreement as compared with the Nickel West Agreement.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>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>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) (e) Easter Sunday (f) Easter Monday (g) Anzac Day (h) Sovereign's Birthday (i) Christmas Day (j) Boxing Day (k) any additional day observed by the local community and gazetted at the place of work as a holiday (l) any day gazetted in addition or in lieu of one of these holidays. <p>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> <ul style="list-style-type: none"> (a) The Company notifies Employees of their roster in advance, so Employees know: <ul style="list-style-type: none"> (i) the public holidays that fall within their rostered working time; and 	<p>18 Hours of Work</p> <p>...</p> <p>Nickel West may vary shift rosters and hours of work. Nickel West may transfer employees to or from day work to shift work, and from one shift panel to another. Certain rosters involve weekend and public holiday work.</p> <p>...</p>	<p>The Proposed Agreement contains additional provisions regarding public holiday work as compared with the Nickel West 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 Nickel West Agreement acknowledges that certain rosters may involve public holiday work, but does not otherwise control how employees may be rostered to work on public holidays. Those matters are determined by the NES.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>(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>(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 with 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>8.1 Annual Leave Employees' annual leave accrues progressively during a year of</p>	<p>The Proposed Agreement and Nickel West Agreement have different definitions of "shiftworker".</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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>...</p>	<p>service and accumulates from year to year in accordance with the National Employment Standards.</p> <p>Employees are encouraged to take their full entitlement to annual leave each year and to not accrue more than six (6) weeks leave at any time. If at any time an employee accrues annual leave credits equal to or more than what they would be entitled to for two years' continuous service, Nickel West may direct the employee to take up to one quarter of their annual leave entitlement.</p> <p>Annual leave is to be approved at the discretion of the employee's Manager but approval will not be unreasonably withheld. Payment for annual leave shall be at the rate applicable immediately prior to taking leave.</p> <p>....</p> <p>8.2 Sickness During Annual Leave</p> <p>If during a period of annual leave, an employee would not otherwise have been able to attend work due to illness or injury, then upon presentation of proof satisfactory to Nickel West, the employee can apply to substitute that period of annual leave for personal leave.</p> <p>....</p>	<p>Under the Proposed Agreement, a shiftworker entitled to 6 weeks annual leave (instead of 5 weeks) 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 Nickel West Agreement applied, a shiftworker entitled to 5 weeks annual leave (instead of 4 weeks), is an Employee whose roster requires them to regularly work on Sundays and public holidays and/or who are described as 'shiftworkers' for the purposes of the NES.</p>
<p>11. ANNUAL LEAVE</p> <p>...</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>(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>...</p>	<p>8.1 Annual Leave</p> <p>...</p> <p>Employees may apply in writing to cash their accrued annual leave entitlement per year. Employees will be paid the full amount that they would have received had they taken the leave, and payment will be at their rate of pay at the time the election is made. Cashing out of annual leave can only be effected by a separate written agreement between Nickel West and the employee and will only be approved where the cashing out will result in the employee still having at least four (4) weeks of accrued annual leave remaining.</p> <p>...</p>	<p>Both Agreements contemplate the cashing out of annual leave, provided that the employee will still have at least 4 weeks of accrued annual leave remaining.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>11. ANNUAL LEAVE</p> <p>....</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><i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides that the Company may require Employees to take leave during a temporary shutdown. The Nickel West Agreement does not contain such a provision.</p>
<p>12. PERSONAL/CARER'S LEAVE</p> <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</p>	<p>8.4 Personal Leave and Compassionate Leave</p> <p>(a) Personal Leave</p> <p>Employees (other than casual employees) accrue ten (10) days paid personal leave for each year of continuous service in accordance with the National Employment Standards. Personal leave accrues progressively throughout the year and accumulates from year to year. Accumulated personal leave</p>	<p>Under the Proposed Agreement untaken but accrued personal leave is to be paid out upon termination (other than in specified circumstances). If the Nickel West Agreement applied, there is no such pay out of personal leave.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>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>entitlements are not payable on termination.</p> <p>Paid personal leave may be taken as either sick leave or carers leave.</p> <p>Sick leave may be taken where an employee is not fit for work because of a personal illness, or personal injury, affecting the employee.</p> <p>Carers leave may be taken in order to allow an employee to provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of a personal illness or injury or unexpected emergency, affecting that other person.</p> <p>If an employee is absent from work because of an illness or non-work related injury for a period longer than their accrued personal leave entitlements, Nickel West will consider granting additional paid or unpaid personal leave in excess of the accrued entitlement.</p> <p>Employees are also entitled to two (2) days of unpaid carers leave in accordance with the National Employment Standards on each occasion when a member of the employee's immediate family or a member of the employee's household, requires care or support because of a personal illness or injury or unexpected emergency, affecting that other person. This leave may only be taken if the employee has exhausted his or her paid personal leave entitlements (if any).</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>8.4 Personal Leave and Compassionate Leave</p> <p>(b) Compassionate Leave</p> <p>Employees are entitled to two (2) days of compassionate leave in accordance with the National Employment Standards on each occasion when a member of the employee's immediate family or a member of the employee's household:</p> <ul style="list-style-type: none"> • contracts or develops a personal illness that poses a serious threat to his or her life, in order to spend time with the person; or • sustains a personal injury that poses a serious threat to his or her life, in order to spend time with the person; or • dies. <p>Employees (other than casual employees) are entitled to be paid for compassionate leave. Nickel West may also, at its discretion, provide up to three (3) additional days paid compassionate leave.</p>	<p>If the Nickel West Agreement applied, an Employee is entitled to at least 2 and up to 5 days of Compassionate Leave per occasion.</p> <p>Under the Proposed Agreement, Employees are entitled to 2 days paid Compassionate Leave in accordance with the NES.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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>8.5 Parental Leave</p> <p>Employees (including casual employees who are long term employees with a reasonable expectation of continuing employment with Nickel West on a regular and systematic basis) who have completed at least 3 months of continuous service with Nickel West, are entitled to 12 months of unpaid parental leave in accordance with the National Employment Standards.</p> <p>An employee who is entitled to receive 12 months unpaid parental leave in accordance with the National Employment Standards is entitled to receive pay for 14 weeks of their parental leave. If the employee returns to work for Nickel West immediately following the conclusion of their parental leave, the employee will be entitled to receive a further 4 weeks pay.</p> <p>An employee who would be entitled to receive 12 months unpaid parental leave in accordance with the National Employment Standards but for the fact that he or she will not have responsibility for the care of the child, is entitled to one (1) week paid parental leave.</p>	<p>Under the Proposed Agreement parental leave is paid in accordance with the BHP Group Parental Leave Australia Policy, the entitlements of which will never be less than the NES. The BHP Group Parental Leave Australia Policy currently provides for 18 weeks paid parental leave. This cannot be reduced for the term of the Proposed Agreement.</p> <p>If the Nickel West Agreement applied, the Company's leave administration procedures apply as amended from time to time, as well as the entitlements under NES, as well as minimum payment of 14 weeks paid parental leave.</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>8.3 Long Service Leave</p> <p>Employees are entitled to thirteen (13) calendar weeks paid long service leave after ten (10) years completed continuous service.</p> <p>Subject to written agreement with Nickel West, after seven (7) years of continuous service, long service leave may be taken on a pro-rated basis or cashed out.</p>	<p>If the Nickel West Agreement applied, Employees:</p> <ul style="list-style-type: none"> • accrue long service leave at the rate of 13 weeks per 10 years completed continuous service, and employees can take pro-rata long service leave or cash out long service leave after 7 years continuous service. <p>Under the Proposed Agreement:</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 same 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>8 Leave</p> <p>Nickel West's leave administration procedures (as amended from time to time) deal with all aspects of taking leave.</p> <p>The National Employment Standards set out in the <i>Fair Work Act 2009 (Cth) (FW Act)</i> provide minimum leave entitlements which apply to employees of Nickel West, including those who are defined as 'shiftworkers' for the purposes of the National Employment Standards.</p> <p>If at any time the National Employment Standards provide a</p>	<p>The Proposed Agreement provides that Employees will be entitled to community service leave in accordance with BHP Group Public Service Leave – Australia Policy as amended from time to time, but will not be less than the NES or the entitlements in the policy as at the commencement of the Proposed Agreement.</p> <p>There is no specific provision in the Nickel West Agreement addressing community service leave, however the NES entitlement will apply.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
(b) For the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.	more beneficial entitlement than that contained in this Agreement, employees will be entitled to the more beneficial entitlement in the National Employment Standards.	
<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>8 Leave</p> <p>Nickel West's leave administration procedures (as amended from time to time) deal with all aspects of taking leave.</p> <p>The National Employment Standards set out in the <i>Fair Work Act 2009 (Cth) (FW Act)</i> provide minimum leave entitlements which apply to employees of Nickel West, including those who are defined as 'shiftworkers' for the purposes of the National Employment Standards.</p> <p>If at any time the National Employment Standards provide a more beneficial entitlement than that contained in this Agreement, employees will be entitled to the more beneficial entitlement in the National Employment Standards.</p>	<p>Both Agreements provide for leave at least in accordance with the NES. Though family and domestic violence leave is not expressly mentioned in the Nickel West Agreement, NES entitlements to family and domestic violence leave would be available where the Nickel West Agreement applies.</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>9 My Benefits</p> <p>Nickel West provides a range of discretionary benefits which may be available to employees. Availability will depend on whether employees satisfy the criteria for each benefit.</p> <p>The benefits are amended from time to time to ensure that they are relevant and appropriate. In the event of significant changes to the benefits, Nickel West will notify employees of the changes.</p> <p>Some of the benefits that may apply to employees include:</p> <p>....</p> <p>(a) flexible leave arrangements which may include the ability to take annual leave in single days, long service leave in blocks of a minimum of one (1) week, cash out annual and long service leave entitlements in accordance with statutory limits and Nickel West policies, and to take leave without pay with prior approval;</p> <p>....</p>	<p>Both the Proposed Agreement and the Nickel West Agreement provide that leave without pay may be available at the Company's discretion.</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><i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides for arrangements in circumstances of inclement weather. The Nickel West Agreement does not include an equivalent provision.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
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>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>(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</p>	<p>20 Fly In Fly Out</p> <p>Details of any Fly In, Fly Out roster arrangements will be provided to employees. Air travel to and from Perth is provided at no expense to the employee. The employee must ensure that they arrive at the airport at least 45 minutes prior to the scheduled departure time of the aircraft.</p> <p>21 Accommodation</p> <p>Nickel West will provide employees employed on a FIFO roster with accommodation and meals in the Site Village I SPQ during the continuance of their employment with Nickel West at no expense to the employees. Occupancy of the accommodation is subject to the relevant Village I SPQ rules.</p> <p>Employees who have been engaged on a residential roster arrangement whilst employed for work at locations with residential facilities will be allocated Nickel West housing at the discretion of Nickel West. Occupancy of Nickel West housing is subject to the relevant township policies and procedures (as amended from time to time) and the terms of the Nickel West Tenancy Agreement.</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 Nickel West Agreement only provides travel arrangements for FIFO employees travelling to and from Perth, whereas the Proposed Agreement provides various transport and accommodation arrangements for an employee depending on their location. The Nickel West Agreement provides that employees who fly in fly out will travel from Perth and will receive accommodation and meals in the Site Village / SPQ at no expense to the employee. Employee accommodation is subject to relevant rules.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>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 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</p>		

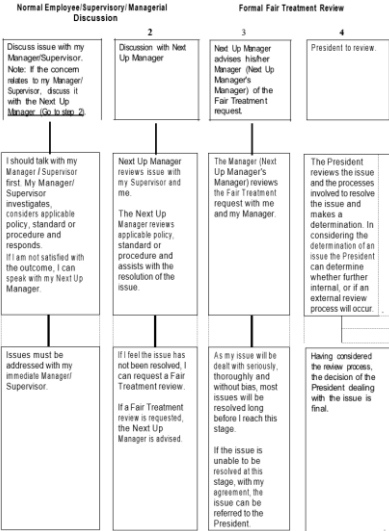
Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>accommodation to perform work, including non-rostered overtime, as required. This allowance will be included in regular pay for each fortnight work is performed as required or an Employee is on paid leave.</p> <p>(c) Where 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> <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>		

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>(C) for the Queensland Hub – Brisbane;</p> <p>(D) for the Western Australia Hub – Perth;</p> <p>(E) for the South Australia Hub – Adelaide;</p> <p>(iii) road transport to and from the site from the accommodation each day that they perform work; and</p> <p>(iv) road transport between the provincial airport nominated by the Company and the single person's village or other accommodation and return.</p> <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> <p>(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.</p> <p>(b) The benefits apply for:</p> <p>(i) each week the Employee works in accordance with the directions of the Company or is on paid leave; and</p> <p>(ii) the term of this Agreement.</p> <p>(c) The allowances applicable under this clause:</p> <p>(i) are divisible flat payments and do not compound for overtime or any penalty;</p> <p>(ii) apply pro rata for Part Time Employees in accordance with clause 5.3.</p>		

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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>		

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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 rostered shift and no payment will be provided for that shift. 		
<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). 	<p><i>No equivalent provision for stand aside, but there is a stand down provision in section 524 of the FW Act which would apply under the Nickel West Agreement.</i></p>	<p>The Proposed Agreement contains procedures governing the situations in which an employee can be stood aside with or without pay. If the Nickel West Agreement applied, there are no equivalent rights for the Company.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>(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> <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> <p>(a) industrial action;</p> <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>13 Fair Treatment Procedure</p> <p>Nickel West has a Fair Treatment Procedure, which all employees are required to follow. The Fair Treatment Procedure exists to help employees address their concerns about the application of terms of this Agreement, the National Employment Standards or where they believe they have been treated unfairly in the application of Nickel West policies, decisions, behaviours or other actions. It allows employees' concerns to be addressed promptly, fairly and competently.</p> <p>Nickel West promotes the concept of resolving issues by addressing them in the first instance with an employee's immediate Supervisor or Manager. If the issue remains unresolved, it should be dealt with by following Nickel West's Fair Treatment Procedure. Work continues normally, as directed by the employee's Manager, whilst issues are being addressed.</p> <p>As well as Nickel West's Fair Treatment Procedure, there are specific issue resolution processes which deal with counselling, discipline, termination, fitness for work, workers' compensation,</p>	<p>Both the Proposed Agreement and the Nickel West Agreement provide specific steps for resolving disputes in relation to the Agreement and the NES before referral to the FWC for conciliation.</p> <p>The Proposed Agreement also provides that any steps may be by-passed by agreement, and allows for arbitration by agreement, which is not a power given to the FWC in the Nickel West Agreement.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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 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>EEO and business ethics.</p> <p>Fair treatment promotes the concepts of natural justice and procedural and substantive fairness. There is no prejudice to employees who request a Fair Treatment Review.</p> <p>The Fair Treatment Procedure is shown as follows. This procedure commences at step 1 and continues as necessary through steps 2, 3 and 4.</p>  <p>If the Fair Treatment Procedure has been exhausted and a dispute about a matter arising under this Agreement or in relation to the National Employment Standards remains unresolved, either party or its representative may refer the dispute to Fair Work Australia for conciliation.</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>Schedule 2.2 Model flexibility term (regulation 2.08)</p> <p>Model flexibility term</p> <p>(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:</p> <p>(a) the agreement deals with 1 or more of the following matters:</p>	<p>The Individual Flexibility Term in both the Proposed Agreement and the Nickel West Agreement are substantially the same.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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>(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>(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>(c) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and</p> <p>(d) the arrangement is genuinely agreed to by the employer and employee.</p> <p>(2) The employer must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) are about permitted matters under section 172 of the Fair Work Act 2009; and</p> <p>(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and</p> <p>(c) result in the employee being better off overall than the employee would be if no arrangement was made.</p> <p>(3) The employer must ensure that the individual flexibility arrangement:</p> <p>(a) is in writing; and</p> <p>(b) includes the name of the employer and employee; and</p> <p>(c) is signed by the employer 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 the enterprise agreement that will be varied by the arrangement; and</p> <p>(ii) how the arrangement will vary the effect of the terms; and</p>	

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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>(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and</p> <p>(e) states the day on which the arrangement commences.</p> <p>(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p> <p>(5) The employer 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 employer and employee agree in writing — at any time.</p>	
<p>24. MANAGEMENT OF CHANGE / CONSULTATION</p> <p>24.1 This term applies if the Company:</p> <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>23 Consultation</p> <p>Nickel West will consult with employees when a definite decision has been made about major workplace changes that are likely to have a significant effect on the employees. In doing so, Nickel West is not obliged to disclose confidential or commercially sensitive information. Employees may be represented by a person of their choice for the purposes of this consultation.</p>	<p>The consultation clause in the Proposed Agreement mirrors the Model Term as contained in the FW Act and Regulations.</p> <p>The Nickel West Agreement includes a less detailed consultation clause.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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>(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> <p>(a) the termination of the employment of Employees;</p> <p>or</p>		

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<ul style="list-style-type: none"> (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> <ul style="list-style-type: none"> (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and (b) the Employee or Employees advise the Company of the identity of the representative; <p>the Company must recognise the representative.</p>		
<p>24.13 As soon as practicable after proposing to introduce the change, the Company must:</p> <ul style="list-style-type: none"> (a) discuss with the relevant Employees the introduction of the change; and (b) for the purposes of the discussion—provide to the relevant Employees: <ul style="list-style-type: none"> (i) all relevant information about the change, including the nature of the change; and 		

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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 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</p>	<p>22 Redundancy</p> <p>In the event of redundancy, employees will be entitled to all redundancy and termination benefits as provided in Nickel West's Redundancy Policy, as amended from time to time (provided that any such amendment does not reduce the benefits to which the employee is entitled as at the date of signing the letter of offer confirming their acceptance of Nickel West's terms and conditions of employment).</p> <p>Redundancy entitlements contained in the Redundancy Policy which are over and above those set out in the National Employment Standards do not arise where an offer of suitable alternative employment is made or in circumstances where an employee agrees to accept different employment arrangements.</p> <p>In any event, payments made under the Redundancy Policy include National Employment Standards entitlements.</p> <p>Redundancy entitlements under the Redundancy Policy include:</p> <p>(a) Redundancy Payment</p> <p>A payment comprising the following components, each of which is based upon the employee's Base Salary and pensionable</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' notice, plus 14 weeks' severance and an additional 2.5 weeks for each year of service;</p> <p>(c) regardless of length of employment, four weeks' pay.</p> <p>The Nickel West Agreement provides for a payment comprised of the following:</p> <p>(a) notice, per the Nickel West Agreement;</p> <p>(b) 14 weeks' severance,</p> <p>(c) an additional 2.5 weeks for each year of service;</p> <p>(d) pro rata performance incentive.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>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 25.3 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>allowances:</p> <p>(1) notice, as per this Agreement;</p> <p>(2) severance, being 14 weeks' payment;</p> <p>(3) service, being 2.5 weeks per year of service, pro-rated for completed months of service; and</p> <p>(4) Performance Incentive Plan, a pro-rata "at target" payment (calculated only on Base Salary) for the performance period.</p> <p>(b) Annual and Long Service Leave</p> <p>All accrued untaken annual leave will be paid on termination.</p> <p>If an employee has three (3) or more years' continuous service, accrued long service leave is paid out. Long service leave payments are pro-rated on the basis of continuous years' service, subject to the provisions of relevant legislation.</p> <p>Annual and long service leave payments are based on Base Salary, superannuation and pensionable allowances where redundancy occurs.</p> <p>(c) Other</p> <p>Outplacement support, reasonable relocation expenses and financial counselling may be provided in accordance with the Nickel West scheme.</p> <p>Eligibility conditions apply to occupancy of Nickel West housing.</p>	
<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>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</p>	<p>14 Leaving Nickel West and Related Issues</p> <p>An employee may resign from his or her employment with Nickel West by giving one (1) month's notice in writing or forfeiture of payment in lieu of notice.</p> <p>Nickel West may terminate the employment of an employee by giving the employee one (1) month's notice in writing (or 5 weeks where the employee is over 45 years of age and has more than 2 years' continuous service with Nickel West), or by paying salary for that amount of leave in lieu of notice.</p> <p>Employment may be terminated immediately by Nickel West for any conduct by an employee which would justify summary</p>	<p>Under the Proposed Agreement, an Employee may resign by giving one week's written notice to the Company.</p> <p>If the Nickel West Agreement applied, the employee must provide 1 months' written notice.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>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>dismissal. In such circumstances payment shall be up to the time of the dismissal only.</p> <p>....</p> <p>17 Probation</p> <p>It is Nickel West practice for a probationary period of six (6) months to apply from the date of commencement of employment.</p> <p>The employment relationship may be terminated by either party by the giving of seven (7) days' notice at any time during the probationary period.</p> <p>Employee performance will be monitored during this probationary period and will be formally reviewed on or before the completion of the six (6) months service.</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>27.4 If the total amount paid to an Employee in respect of the Review Period for their rostered hours is less than the</p>	<p><i>No equivalent provision.</i></p>	

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>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><i>No equivalent provision.</i></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 cycle: <ol style="list-style-type: none"> (a) In coal operations: 	<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>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<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>		

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<p>(i) Industry allowance – 3.7% of standard rate all-purpose per week for all employees (currently \$36.82).</p> <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>		

Proposed Agreement				Nickel West Agreement	Additional comments on differences
Employees in coal operations					
Allowance	% of standard rate in BCMI Award	Current Award rate	Current 105% of Award rate		
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		
Sewer/shaft work – flat rate for each day/shift where Electrical / Mechanical employees required to carry out work in connection with	0.3 per day/shift	\$2.96	\$3.11		

Proposed Agreement				Nickel West Agreement	Additional comments on differences
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)					
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		
Meal allowance - flat rate for each meal where an employee works un-rostered overtime, unless <ul style="list-style-type: none"> notified no later than the previous day of the requirement to work overtime; or supplied with a meal. 		\$18.08	\$18.98		

Proposed Agreement				Nickel West Agreement		Additional comments on differences	
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				
Leading hand allowance – flat rate per week if appointed in writing to such position	<ul style="list-style-type: none"> • 4.4 • 5.6 • 7.53 	<ul style="list-style-type: none"> • \$43.78 • \$55.72 • \$74.92 	<ul style="list-style-type: none"> \$45.97 \$58.51 \$78.67 				
<ul style="list-style-type: none"> • 3 to 10 employees • 11 to 20 employees • More than 20 employees 							
Underground allowance- the flat rate per hour worked underground where an Employee (other than underground	7	\$1.83	\$1.92				

Proposed Agreement				Nickel West Agreement		Additional comments on differences	
miners) works underground.							
<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				
<p>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.</p>		\$17.46	\$18.33				

Proposed Agreement	Nickel West Agreement	Additional comments on differences
<i>No equivalent provision.</i>	<p>5 Performance Enhancement Process</p> <p>The Performance Enhancement Process exists to provide a simple and consistent approach for managing performance across all levels of the organisation, and to enable alignment of the employment relationship, business goals and objectives, and employees' work aspirations.</p> <p>All employees are required to participate in the Performance Enhancement Process, in order to ensure that people are assessed on what they do and how they do it.</p> <p>A number of performance elements are assessed during the annual and interim Performance Review processes, including the Scorecard, Job Performance, Development Plan, Leadership Behaviours and Charter Values.</p>	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<p>8.6 Unauthorised Absence</p> <p>If an employee is unable to attend work for any reason, they must notify their Manager or Supervisor at the first available opportunity. The Manager may require the employee to provide satisfactory documentary evidence in respect of any claim for personal leave or compassionate leave. Unauthorised absences may be investigated and disciplinary action may be taken.</p> <p>If an employee is absent from work for three (3) consecutive working days without authorisation, their employment may be deemed to have been abandoned.</p>	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<p>9 My Benefits</p> <p>Nickel West provides a range of discretionary benefits which may be available to employees. Availability will depend on whether employees satisfy the criteria for each benefit.</p> <p>The benefits are amended from time to time to ensure that they are relevant and appropriate. In the event of significant changes to the benefits, Nickel West will notify employees of the changes.</p> <p>Some of the benefits that may apply to employees include:</p> <ul style="list-style-type: none"> (a) flexible work practice arrangements which may include the ability to participate in part-time employment, job sharing, home based employment and flexible working hours; (b) flexible leave arrangements which may include the ability to take annual leave in single days, 	The Proposed Agreement does not have any comparable terms.

Proposed Agreement	Nickel West Agreement	Additional comments on differences
	<p>long service leave in blocks of a minimum of one (1) week, cash out annual and long service leave entitlements in accordance with statutory limits and Nickel West policies, and to take leave without pay with prior approval;</p> <p>(c) superannuation arrangements which are in excess of statutory requirements;</p> <p>(d) education assistance and study leave. Education assistance may also be available for the dependants of employees who are resident at remote locations;</p> <p>(e) relocation arrangements and assistance where employees transfer to or from sites and city locations;</p> <p>(f) an employee share scheme, if applicable, and subject to the rules of any such share scheme;</p> <p>(g) personal insurance arrangements including the employee accident insurance scheme, the superannuation disablement and death benefit, and the salary continuance insurance plan covering extended periods of illness or injury not covered by workers' compensation;</p> <p>(h) access for employees and their dependants to the Employee Assistance Program for confidential counselling services and support;</p> <p>(i) access to Nickel West's preferred supplier discount arrangements which include home loans, corporate medical benefits scheme, discounts on insurance and other discounts through supplier arrangements; and</p> <p>(j) Recognition and Service Awards.</p>	
<p><i>No equivalent provision.</i></p>	<p>10 My Obligations to Nickel West</p> <p>There are many general legal obligations which exist in all employment relationships. The BHP Billiton Code of Business Conduct booklet outlines some of the employment obligations. Other specific obligations applicable to all employees include:</p> <p>(a) (a) in addition to the provisions of this Agreement, employees are required to familiarise themselves with and comply with all</p>	<p>The Proposed Agreement does not have any comparable terms.</p>

Proposed Agreement	Nickel West Agreement	Additional comments on differences
	<p>workplace policies and procedures and with Nickel West's rules, policies, practices and procedures, as introduced or amended from time to time;</p> <p>(b) (b) employees must comply with all lawful directions given by their Manager or other authorised person, and diligently and faithfully serve Nickel West, protect and further its interests at all times, and hold appropriate licences for the performance of their duties;</p> <p>(c) (c) employees must not engage directly or indirectly in any other trade, business or occupation which deals with Nickel West, or which impacts on their ability to perform their work, except with the prior written approval of their Manager or other authorised person, and must not engage in any conduct or activity which may harm or adversely affect Nickel West's operations, business or interests;</p> <p>(d) (d) all information provided by an employee to Nickel West, including prior to employment with Nickel West, must be accurate and complete. The provision of incorrect information may result in disciplinary action and could result in the termination of employment;</p> <p>(e) (e) all Nickel West property including, without limitation, reports, documents, files, books, manuals, records, information, statements, papers, writing and similar items (whether in hard copy, electronic, magnetic or other form) relating to Nickel West's affairs remain Nickel West's property and, if requested, shall be handed over to Nickel West and, in any event, handed over on leaving the service of Nickel West;</p> <p>(f) employees must work in a manner commensurate with their position and skills and as directed by their Manager or other authorised officer at all times, without bans, limitations or stoppages. Any ban, limitation or stoppage (other than for genuine safety</p>	

Proposed Agreement	Nickel West Agreement	Additional comments on differences
	<p>reasons or otherwise authorised by law) will be grounds for disciplinary action and this may result in termination of employment;</p> <p>(g) employees must assist in the training of other employees as required by Nickel West;</p> <p>(h) employees must comply with Nickel West's policies regarding computer use as amended from time to time. Nickel West uses certain software under licence, which may not be reproduced or copied by employees, unless specifically approved;</p> <p>(i) employees must not give or receive any monetary payment, gift, benefit, personal favour or gratuity in, or in connection with any business of Nickel West save and except in any case involving items of nominal value and authorised business-related expenditure for which approval has been obtained by the employee from their Manager or other authorised person;</p> <p>(j) employees must properly record and account for all transactions made by them on behalf of Nickel West by maintenance of the appropriate records and accounts;</p> <p>(k) should an employee invent, improve or make a work related discovery, the employee must freely and fully disclose this to Nickel West at the time; and</p> <p>(l) except with the prior written approval of their Manager or other authorised person, an employee should not disclose to any third party during or after their employment any confidential information relating to Nickel West's affairs which may come to their knowledge in the course of their employment, and the employee shall use their best endeavours to prevent the disclosure of any such confidential information to or by a third party. This obligation does not apply to information which is required to be used or disclosed by the employee in the proper performance of their role, comes to be in</p>	

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	the public domain or is required to be disclosed by law.	
<i>No equivalent provision.</i>	<p>11 Environment, Health, Safety, Medical Security and Community Issues</p> <p>Employees are required to carry out their role in a safe and environmentally responsible manner and comply with relevant Acts, Regulations and Codes of Practice and Nickel West's environmental health and safety policies and procedures (as amended from time to time).</p> <p>It is a requirement that employees wear and maintain personal protective clothing and safety equipment as required by Nickel West.</p> <p>Nickel West may require employees to undertake such medical tests as it considers appropriate including, without limitation, random drug and alcohol testing and annual health screenings, and employees agree to undergo such tests and to give Nickel West access to the results of such tests, which Nickel West will deal with in a confidential manner, to assist with the management of employees' safety, welfare and general employment.</p> <p>Nickel West may inspect employees' personal property on Nickel West premises, their work area or (in the case of site based facilities) accommodation rooms at any time for security reasons and employees consent to such inspection.</p> <p>Employees shall not, without prior consent from their Manager or other authorised person remove any Nickel West records, documents, vehicles, tools, plant, equipment or other Nickel West property from the workplace.</p> <p>Employees are required to respect the responsibilities, laws, tradition and culture of all people regardless of race and whether or not they are protected by particular legislation. The laws with respect to indigenous people will be the minimum standard to which adherence is required.</p>	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<p>12 Equal Employment Opportunity and Anti Discrimination</p> <p>Nickel West respects and values the diversity of our workforce, and is committed to helping to prevent and eliminate discrimination or harassment based on race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin.</p> <p>Nickel West's Equal Employment Opportunity Procedure defines our obligations and assists with achieving our aspirations. Any complaint or dispute relating to Equal Opportunity and Anti Discrimination is to be dealt with in accordance with Nickel</p>	The Proposed Agreement does not have any comparable terms.

Proposed Agreement	Nickel West Agreement	Additional comments on differences
	West's procedure.	