

## Comparison of the Proposed Agreement and Rema Tip Top Industrie Pty Ltd Single Enterprise Agreement 2014

### Purpose

The table below summarises and explains the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) as compared with the *Rema Tip Top Industrie Pty Ltd Single Enterprise Agreement 2014* (**Rema Agreement**). The table below is intended to assist in understanding how the conditions contained in the Rema 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	Rema Agreement	Additional comments on differences
<p>1. <b>TITLE</b></p> <p>This agreement will be known as the <i>Operations Services Maintenance Agreement</i> ("<b>Agreement</b>").</p>	<p><b>1 TITLE</b></p> <p>This Agreement will be known as the 'Rema Tip Top Industrie Pty Ltd Single Enterprise Agreement 2014'.</p>	
<p>2. <b>COVERAGE</b></p> <p>2.1 This Agreement shall cover:</p> <p>(a) OS ACPM Pty Ltd (ACN 623 848 895) ("<b>the Company</b>"); 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 ("<b>Employees</b>"). "Mining operation" in this clause includes Port operations in Western Australia which service mining operations.</p>	<p><b>2 APPLICATION AND PARTIES BOUND</b></p> <p>2.1 This Agreement will apply to Rema Tip Top Industrie Pty Ltd (the Employer) and all employees engaged in the classifications detailed in Clause 23 – Classifications and Rates of Pay, within Australia.</p> <p><b>5 DEFINITIONS</b></p> <p>5.1 In this Agreement, the following terms have the following meaning:</p> <p><b>Employer</b> means Rema Tip Top Industrie Pty Ltd.</p> <p><b>Employee</b> means a person employed by the Employer in the classifications detailed in Clause 23 - Classifications and Rates of Pay.</p>	<p>The Proposed Agreement covers maintenance employees. The Rema Agreement only has classifications for Conveyor Maintenance, Rubber Lining and Workshop employees.</p>
<p>3. <b>RELATIONSHIP WITH OTHER INSTRUMENTS AND THE NATIONAL EMPLOYMENT STANDARDS</b></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 ("<b>NES</b>") 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><b>2 APPLICATION AND PARTIES BOUND</b></p> <p>2.2 This Agreement will stand alone and operate to the express exclusion, to the extent permitted by law, of any other laws, awards, notional agreements, preserving State Awards, or Agreements that would otherwise apply.</p> <p>2.3 The terms that apply in relation to an employee's employment will be those contained in this Agreement and the contract letter.</p> <p><b>9. COMPANY POLICY AND PROCEDURES</b></p> <p>9.1 The Employer has a range of policies and procedures in place which may change from time-to-time. The employee must be familiar with these policies and procedures and comply with them during the course of their employment. However, the policies and procedures are not incorporated into this Agreement as terms of this Agreement and are readily available.</p> <p>9.2 The Employer may, from time-to-time, change such policies and procedures, or introduce new policies and procedures, and</p>	<p>The Proposed Agreement includes a NES precedence clause. If the Rema Agreement applied, it does not contain a NES precedence term, however the NES still provides the minimum for employees covered by the Rema 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 particular clauses of the Proposed Agreement). If the Rema Agreement applied, the policies and procedures can be amended from time to time and are not incorporated into the Agreement.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
	each employee agrees to comply with those new policies and procedures or changes to existing policies and procedures.	
<p>4. <b>TERM OF AGREEMENT</b></p> <p>4.1 This Agreement will commence operating seven days after the Agreement is approved by the Fair Work Commission ("<b>FWC</b>").</p> <p>4.2 The term of the Agreement ends on the nominal expiry date of the Agreement and will be four years after the date on which the FWC approves the Agreement.</p> <p>4.3 The Agreement will continue to operate past the term of the Agreement until terminated, or replaced by another agreement.</p>	<p><b>3 PERIOD OF OPERATION</b></p> <p>3.1 This Agreement will come into effect on the seventh day after the date it has been approved by the Fair Work Commission that it has passed the 'better off overall test', and will have a nominal expiry date of 30 June 2018.</p> <p>3.2 This Agreement will continue to operate after its nominal expiry date unless it is terminated or replaced.</p>	<p>The nominal term of the Rema Agreement has passed the nominal expiry date. If the Proposed Agreement is approved by the FWC, it will replace the Rema Agreement and it will not apply again.</p>
<p>5. <b>TYPE OF EMPLOYMENT</b></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>18 TYPES OF EMPLOYMENT</b></p> <p><b>18.1 Full-Time Employment</b></p> <p>A full-time employee is an employee who is engaged on the basis that the ordinary hours of work will be an average of 80 hours per fortnight plus additional hours as required and determined by the Employer and our customer needs, in accordance with Clause 21 - Rostered Hours of Work.</p> <p><b>18.2 Part-time Employment</b></p> <p>(a) A part-time employee is an employee engaged to work fewer hours than a full-time employee.</p> <p>(b) Part-time employees accrue entitlements under this Agreement on a pro rata basis proportionate to the number of hours worked per week.</p> <p><b>18.3 Casual Employment</b></p> <p>(a) A casual employee is an employee engaged by the hour as and when work is offered to them by the Employer.</p> <p>(b) A casual employee is not entitled to any form of paid leave unless otherwise provided for in this Agreement. A casual employee will receive a 25% loading on the hourly rate of pay in lieu of paid leave and other benefits payable to full-time and part-time employees.</p> <p><b>18.4 Probation Period</b></p> <p>(a) The Employer will initially engage full-time and</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 Rema Agreement does not have this provision, as other than on public holidays all time is paid at the same flat rates as stated in clause 23.</p> <p>The Proposed Agreement does not include casual employment.</p> <p>The Proposed Agreement provides for a weekly average of 38 hours averaged over a 6-month period (or 35 hours averaged over a roster cycle in the case of Coal Employees). If the Rema Agreement applied, it provides for 80 hours per fortnight, or 38 hours per week averaged over a fortnight.</p> <p>The Proposed Agreement has specific provisions for fixed term or specified task engagements. The Rema Agreement does not.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
<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>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) ("<b>FW Act</b>").</p>	<p>part-time employees on a six-month probation period for the purpose of determining an employee's suitability for ongoing employment.</p> <p>(b) During the probation period, the Employer, or the employee, may terminate the contract of employment by giving one day's notice, or payment or forfeiture of one day's pay.</p> <p><b>18.5 The accumulation and averaging of hours</b></p> <p>Hours will be paid on an average in each fortnight ie if a person is contracted to work 38 hours/week, then they will be paid 76 hours/fortnight.</p> <p><b>21 ROSTERED HOURS OF WORK</b></p> <p>21.1 The hours of work each day will be scheduled over 24 hours a day, seven days of the week, Monday- to-Sunday to meet operational requirements.</p> <p>21.2 The rostered hours of work will be an average of 76 ordinary hours per fortnight over the roster cycle, plus additional hours as required and determined by the Employer.</p>	
<p><b>6. DUTIES</b></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><b>8. DUTIES</b></p> <p>8.1 An employee's duties and responsibilities are set out in their position description, the competency model, or as otherwise advised by the Employer. The Employer may vary an employee's duties and responsibilities, provided that the required duties are within the employee's range of skills, competence and training.</p> <p>8.2 Employees employed under this Agreement have an obligation to:</p> <p>(a) Devote the whole of their time, attention and skill to the performance of their duties during their hours of work;</p> <p>(b) Perform work in a fully flexible manner as reasonably required by the Employer and in accordance with the employees skills, qualifications, competence and training;</p> <p>(c) Comply with lawful and reasonable directions of the Employer;</p> <p>(d) Acquire any skills as reasonably requested by the Employer and, where necessary, undertake required training and assist with the training of others;</p>	<p>The Proposed Agreement provides that:</p> <ul style="list-style-type: none"> <li>• all Employees covered by the Proposed Agreement work at deployments within a hub as directed by the Company from time to time;</li> <li>• transfer between hubs will be made only with agreement with the employee; and</li> <li>• unless otherwise agreed, 14 days' notice will be given where an Employee is required to change deployment within their hub.</li> </ul> <p>If the Rema Agreement applied:</p> <ul style="list-style-type: none"> <li>• Employees can be transferred to other positions or locations within the Employer's or Customer's operations; and</li> <li>• movement between locations or positions will be discussed with the Employee before the decision is made.</li> </ul>

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>(c) South Australia Hub which includes all mining operations in South Australia at which the Company provides services now or in the future; and</p> <p>(d) Any other region the Company designates as a new hub in the future.</p> <p>6.4 At least 14 days' notice, unless otherwise agreed between the Company and the Employee concerned, will be provided where an Employee is required by the Company to change deployment within their hub. Terms and conditions of 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>(e) Use such tools and equipment as may be required, subject to the limit of the employee's skills and competence and provided that the employee has been properly trained in the use of such tools and equipment.</p> <p>(f) Wear the required protective equipment at all times whilst working;</p> <p>(g) Work and act in a manner which does not constitute a hazard to themselves, plant and equipment, and other employees or persons;</p> <p>(h) Act honestly, faithfully and diligently in performing their duties and responsibilities;</p> <p>(i) Comply with Employer and Customer/client rules, regulations and policies when on site, as developed and amended from time-to-time;</p> <p>j) Not engage or be concerned in any other business or occupation prejudicial to the Employer's interests without first obtaining written permission from the Employer;</p> <p>(k) Present for work in a professional and business-like manner; and</p> <p>(l) Act in the Employer's best interests and use all reasonable efforts to promote the best interests of the Employer,</p> <p>8.3 Employees are required to participate in an annual performance review that will be conducted at least annually or more frequently as required.</p> <p><b>11 LOCATION &amp; ACCOMODATION</b></p> <p>11.1 Employees may be asked to carry out work in all areas of the Employer's or Customers' operations. The Employer has multiple sites which may change periodically and, as a consequence, employees may be asked to relocate to a new site or location.</p> <p>Employees may also be asked to move to a new site for career development opportunities or to meet operational needs. This will however be discussed with the Employee before any decisions are made.</p>	

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<p><b>6. DUTIES</b></p> <p>...</p> <p>6.6 Employees will be placed in one of the following classifications:</p> <table border="1" data-bbox="109 308 831 732"> <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.  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>Apprentices</td> <td></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.  For the avoidance of doubt, trainees and apprentices principally engaged at the Company's FutureFit Academies are not covered by this Agreement.	Apprentices		Non Trades	Non trade-qualified technicians undertaking maintenance work.	Trades	Trade-qualified technicians undertaking maintenance work.	<p><b>23 CLASSIFICATIONS, DEFINITIONS AND RATES OF PAY</b></p> <p><b>23.1 Classifications</b></p> <p>An employee employed under this Agreement will be employed in one of the below classifications. The level associated with each of the classifications is the minimum level an employee employed in that classification will receive. Any person can be paid in excess of the minimum level of a grade.</p> <p>The classification structure relates to the Company's competency-based structure as it exists and as it may change from time-to-time. The process for a new employee to be graded is:</p> <p><u>Step 1 – Self assessment</u></p> <p>Any further proposal for a grade increase will be based on (a) a full competency based</p> <p>Before entry into the business (for a new employee), or whilst in the business (an existing employee) an employee will initially be classified based on a self-assessment process. This will be reviewed once a Verification of Competency is applied to the employee.</p> <p><u>Step 2 -Verification of Competency (VOC)</u></p> <p>Once a person is employed, they will undergo a VOC to assess their actual competency level against the Company's competency model. If the VOC doesn't support the new employee's self-assessment, then they will be reclassified to the appropriate skill level.</p> <p><u>Step 3 – Further increases</u></p> <p>Any further proposal for grade increase will be based on (a) a full competency based assessment by the Company's trainer, and (b) the employee meeting satisfactory performance appraisal requirements.</p> <p>Steps 1 -3 above apply to new employees whilst steps 2 &amp; 3 (only) will apply to existing employees.</p> <p>The above applies for grades up to, and including, Grade 3. Progression to Grade 4 is based upon invitation from the Company.</p> <table border="1" data-bbox="902 1347 1583 1479"> <thead> <tr> <th>Conveyor Maintenance</th> <th>Hourly rate of pay (\$s)</th> </tr> </thead> <tbody> <tr> <td>Trainee</td> <td>24.49</td> </tr> <tr> <td>Grade 1</td> <td>30.06</td> </tr> </tbody> </table>	Conveyor Maintenance	Hourly rate of pay (\$s)	Trainee	24.49	Grade 1	30.06	<p>As noted above, the Rema Agreement only has classifications for Conveyor Maintenance, Rubber Lining and Workshop employees.</p>
Classification	Description																	
Trainees	Employees employed under a training contract under state VET legislation.  For the avoidance of doubt, trainees and apprentices principally engaged at the Company's FutureFit Academies are not covered by this Agreement.																	
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Proposed Agreement		Rema Agreement		Additional comments on differences
		Grade 2	36.76	
		Grade 3	28.97	
		Grade 4	41.19	
		<b>Rubber Lining</b>	<b>Hourly rate of pay (\$s)</b>	
		Training	24.49	
		Grade 1	30.06	
		Grade 2	36.76	
		Grade 3	38.97	
		Grade 4	41.19	
		<b>Workshop employees</b>	<b>Hourly rate of pay (\$s)</b>	
		Trainee	24.05	
		Grade 1	24.94	
		Grade 2	25.94	
		Grade 3	26.72	
		Grade 4	27.83	
7.	<b>REMUNERATION</b>	<b>10. CPI ANNUAL REVIEW</b>		
7.1	Employees will be paid an annual fixed cash reward for their roster (" <b>Annual Salary</b> ").	10.1 On completion of a 12 month period from date of signing the Agreement and ratification by the Fair Work Commission, employees will receive an annual CPI increase (capped at 3%) for the period of the Agreement.		
7.2	The Annual Salary includes compensation for: <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>	<b>23 CLASSIFICATIONS, DEFINITIONS AND RATES OF PAY</b>		
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	<b>23.1 Classifications</b> An employee employed under this Agreement will be employed in one of the below classifications. The level associated with each of the classifications is the minimum level an employee employed in that classification will receive. Any person can be paid in excess of the minimum level of a grade.		
		<b>Conveyor Maintenance</b>	<b>Hourly rate of pay (\$s)</b>	If the Rema Agreement applied, it provides that:
		Trainee	24.49	
		Grade 1	30.06	

Proposed Agreement	Rema Agreement		Additional comments on differences
<p>commencement of this Agreement. During the term of this Agreement, an Employee's Annual Salary:</p> <p>(a) will not be reduced, unless the Employee changes to a roster or a position with a different Annual Salary; and</p> <p>(b) subject to clause 7.3(c), will be reviewed annually as part of the Company's reward process, with outcomes to be determined at Company discretion and payable from the first pay period on or after 15 September each year;</p> <p>(c) between 1 July and 15 September each year, will increase by a total of at least 4% on the Annual Salary paid to the Employee for their roster position on 30 June of that year inclusive of:</p> <p>(i) any increase to Annual Salary required due to an increase in the Above Award Guarantee following the Fair Work Commission's annual wage review (usually effective 1 July); and</p> <p>(ii) the outcome of the Company's annual reward review process (effective in September).</p>	Grade 2	36.76	<ul style="list-style-type: none"> <li>salaries and night shift allowances are stated in Clauses 23 and 24;</li> <li>the annual salary will receive a CPI increase of up to 3% every year.</li> </ul> <p>If the Rema Agreement applied, trainees are paid under rates stated in Clause 23. Under the Proposed Agreement these trainees would be provided an Annual Salary that is not less than the Above Award Guarantee.</p>
	Grade 3	28.97	
	Grade 4	41.19	
	<b>Rubber Lining</b>	<b>Hourly rate of pay (\$s)</b>	
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<p>7.4 For the avoidance of doubt the 4% total increase each year is a minimum for an individual employee and not a maximum. A higher increase may be paid to individual employees:</p> <p>(a) based on the Company's assessment of individual performance of any employee;</p> <p>(b) where required to meet the Above Award Guarantee.</p>	<p><b>23.2 Review of Rates of Pay</b></p> <p>The above rates of pay will be reviewed by the Employer (at its absolute discretion) on an annual basis taking into consideration at least the following:</p> <p>(a) Decisions of the Fair Work Commission including any variations to the Modern Award;</p> <p>(b) Market pay rates;</p> <p>(c) The financial performance of the Employer including the financial performance of specific projects; and</p> <p>(d) Employee performance.</p> <p><b>24 NIGHT SHIFT ALLOWANCE</b></p> <p>An employee may be required to work night shift from time-to-time and as deemed necessary by the Employer. In this case the employee will be entitled to a 15% loading on the flat hourly rate.</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</p>			



Proposed Agreement		Rema Agreement		Additional comments on differences														
Employee if this Agreement did not apply to that Employee.		<b>5 DEFINITIONS</b>																
7.7	The Company will notify Employees of the Above Award Guarantee for their roster:	<b>Night shift</b> means any shift commencing after 6.00pm and finishing before 6.00am.																
	(a) on commencement of employment;																	
	(b) on any change of roster or position; and																	
	(c) between 1 and 15 July each year.																	
7.8	For the purpose of calculating an Employee's Above Award Guarantee under this Agreement,																	
	(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 colspan="2" 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 colspan="2">Non Trades</td> <td>Mine Worker</td> <td>Level 4</td> </tr> <tr> <td>Trades</td> <td>All tradespersons principally performing work on Light Vehicle</td> <td>Mine Worker - Advanced</td> <td>Level 6</td> </tr> </tbody> </table>		Agreement classification of Employee		Minimum award pay level		<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>	Non Trades		Mine Worker	Level 4	Trades	All tradespersons principally performing work on Light Vehicle	Mine Worker - Advanced	Level 6			
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Proposed Agreement				Rema Agreement	Additional comments on differences	
		maintenanc e and repairs				
		Other tradesperso ns 0-2 years trade qualified experience	Mine Worker - Advanced	Level 6		
		Other tradesperso ns after 2 years trade qualified experience	Mine Worker - Specialise d	Level 7		
	(c)	This clause 7.8 does not apply to Apprentices and Trainees. The Above Award Guarantee for Apprentices and Trainees will be based on the minimum modern award pay rate appropriate to their year of apprenticeship or traineeship.				
7.9	<b>Un-rostered overtime</b>	<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</p>			<p>30.2 The operational requirements of the Employer require work to be performed on Public Holidays. Employees are expected to work on public holidays which fall within the rostered hours they would normally work on that day, unless notified otherwise.</p> <p>Payment for working on public holidays will include all hours worked on that day plus an additional 7.6 hours pay at the relevant hourly rate of pay specified in Clause 23 - Classifications and Rates of Pay.</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 for unrostered overtime on public holidays. Rostered overtime is factored into the Above Award Guarantee at the relevant Award rates +5% under the Proposed Agreement.</p> <p>If the Rema Agreement applied, there is no equivalent provision for overtime generally as employees are paid flat rates of pay under clause 23. For public holidays, Employees receive an extra payment of an additional 7.6 hours pay at the relevant hourly rate of pay specified in Clause 23.</p>

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<p>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 <b>Call back</b></p> <p>(a) An Employee who is recalled to work overtime after leaving the workplace (whether the Employee was notified before or after leaving the workplace) will be paid for at least four hours work at the rate under clause 7.9, for each time the Employee is recalled.</p> <p>(b) The provisions of sub-clause (a) do not apply in the following cases:</p> <p>(i) where it is customary for an Employee to return to the workplace to perform a specific job outside of the Employee's ordinary working hours; or</p> <p>(ii) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.</p> <p>(c) Overtime worked on a call back of less than four hours will not be regarded as overtime for the purposes of a rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p> <p>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>		

Proposed Agreement	Rema Agreement	Additional comments on differences
(b) The Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.		
<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>7.16 Employees may be eligible to participate in the Company Incentive Program, as amended from time to time. The Company reserves the right in its sole discretion to cancel, replace, or make any variations to any such scheme at any time.</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><b>25 PAYMENT OF WAGES</b></p> <p>Wages will be paid fortnightly (in arrears) by funds transfer directly into the employee's nominated bank account.</p> <p>It's the employee's responsibility to accurately, and in a timely matter, submit their time sheets to their supervisor for approval and processing. Inaccurate, or delayed, submission of a time sheet may result in payment being delayed.</p> <p><b>27 RECOVERY OF OVER-PAYMENTS</b></p> <p>During employment, or upon termination, the employee authorises the Employer to deduct from their pay, or their final pay upon termination as the case may be, any outstanding monies owed by the employee to the Employer. This may include, but is not limited to, any annual or personal/carer's leave taken in advance of accrual, re-location advances and any over-payments made to an employee.</p>	<p>Both Agreements provide for fortnightly pay and repayment of overpayments and deductions.</p> <p>The Proposed Agreement includes that Employees may be eligible to participate in the Company Incentive Program. If the Rema Agreement applied, there is no incentive provision.</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.	<i>No equivalent provision.</i>	<p>The Proposed Agreement provides that accident pay will be in accordance with Company policy, as amended from time to time.</p> <p>If the Rema Agreement applied, there is no accident pay provision.</p>
<p>7.19 <b>Electrical Licenses</b></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><b>37.2 Reimbursement of authorised expenses</b></p> <p>Authorised expenses:</p> <ul style="list-style-type: none"> <li>• Must be reconciled with four weeks of occurring otherwise they may not be honoured,</li> <li style="padding-left: 20px;">and</li> <li>• Must have a valid tax receipt otherwise they won't be accepted.</li> </ul>	<p>If the Rema Agreement applied, the Employee would be entitled to reimbursement for obtaining or maintain electrical licences if they are authorised expenses.</p> <p>Under the Proposed Agreement, the cost of electrical licences will be reimbursed by the Company.</p>
<p>8. <b>SUPERANNUATION</b></p> <p>8.1 Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on</p>	<p><b>26 SUPERANNUATION</b></p> <p>26.1 The Employer will pay superannuation contributions in accordance with the <i>Superannuation Guarantee</i></p>	<p>The Proposed Agreement provides for co-contributions in accordance with Company policy. Co-contributions are not provided for in</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>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> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) The Employee may cease Employee Co-Contribution at any time by 30 days' notice and submitting a completed election form.</li> <li>(c) The Company may cease Co-Contribution at any time by 30 days' notice.</li> <li>(d) Company and Employee Co-Contributions will cease during periods of unpaid leave unless otherwise agreed by the Company.</li> <li>(e) Company and Employee Co-Contributions are calculated in accordance with the Employee Co-Contribution Policy, as amended from time to time.</li> <li>(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</li> </ul>	<p><i>(Administration) Act 1992</i> into any fund nominated by the employee that is a complying fund and is able to accept contributions from the Employer.</p> <p>26.2 Employees may elect to make additional contributions, subject to any legislative restrictions.</p>	<p>the Rema Agreement.</p>

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<p>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><b>9. HOURS OF WORK</b></p> <p>9.1 The Company expects that an Employee's work will usually be completed in their rostered hours. Employees may be required to work reasonable un-rostered overtime.</p> <p>9.2 A rostered shift includes shift handovers to be completed as directed at the start and end of the shift.</p> <p>9.3 An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.</p> <p>9.4 By working these hours, Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Annual Salary is calculated on the basis that Employees will work these hours.</p> <p>9.5 The Company shall determine each Employee's roster, including the days and hours of work, and starting and finishing times and places from time to time, and may change any such rosters, days and hours of work or starting and finishing times and places, provided that:</p> <p>(a) an Employee shall not be rostered to work more than 12.5 hours in any one shift and will have a minimum break of 10 consecutive hours between shifts;</p> <p>(b) the Company will provide an Employee with one week's notice of any change to an Employee's place on a roster, unless otherwise agreed with the Employee;</p> <p>(c) before implementing any change to ordinary starting and finishing times for an Employee's roster or a change to starting and finishing places on a site, the Company will provide at least 7 days' notice of the change, unless:</p> <p>(i) the Company and the Employee otherwise agree;</p>	<p><b>21 ROSTERED HOURS OF WORK</b></p> <p>21.1 The hours of work each day will be scheduled over 24 hours a day, seven days of the week, Monday- to-Sunday to meet operational requirements.</p> <p>21.2 The rostered hours of work will be an average of 76 ordinary hours per fortnight over the roster cycle, plus additional hours as required and determined by the Employer.</p> <p>Ordinary hours will be used to calculate accrual of entitlements (super, annual leave, public holidays, sick leave, LSL.).</p> <p>21.3 Where possible, a ten-hour break between rostered shifts will occur.</p> <p>21.4 All hours worked, including weekends and public holidays, will be remunerated at the flat hourly rate of pay specified in Clause 23 classifications and Rates of Pay (subject to clause 29.2 below).</p> <p><b>5 DEFINITIONS</b></p> <p><b>Roster cycle</b> means a work cycle consisting of working and non-working days.</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"> <li>• notice of one week if it changes the Employee's place on a roster;</li> <li>• 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; and</li> <li>• if the Employee is moving from a non-continuous day roster to a rotating continuous roster 14 days' notice (not 7) is required.</li> </ul> <p>The Rema Agreement does not contain any provisions that restrict changes to hours of work and rosters, and starting places in this way, although some or all of these matters may be subject to consultation obligations under the Rema Agreement.</p>

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<p>(ii) there are operational requirements that require a shorter period of notice to be given; or</p> <p>(iii) the Employee is moving permanently from a non-continuous day roster to a rotating continuous roster, in which case the reference to 7 days is to be taken as 14 days.</p> <p>(d) For the avoidance of doubt, clause 24.1(b) applies to a change to the regular roster or ordinary hours of work of Employees.</p>		
<p>9.6 Employees are entitled to paid meal and rest breaks of 30 minutes for every 5 hours worked. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements. Employees will not be required to work more than 5 hours without a meal and rest break. Reasonable time taken to travel to or from the area designated by the Company for crib will be counted as time worked and will not be counted as part of the paid meal break.</p>	<p><b>22 BREAKS</b></p> <p>22.1 Employees are entitled to an unpaid meal break of at least 30 minutes after not more than five hours work at a time determined by the supervisor.</p>	<p>The Proposed Agreement provides for paid meal and rest breaks of 30 minutes for every 5 hours worked, whereas the Rema Agreement provides for unpaid breaks.</p>
<p><b>10. PUBLIC HOLIDAYS</b></p> <p>10.1 The following days are public holidays:</p> <p>(a) New Year's Day</p> <p>(b) Australia Day</p> <p>(c) Good Friday</p> <p>(d) Easter Saturday (for Employees rostered to work ordinary hours on that day)</p> <p>(e) Easter Sunday</p> <p>(f) Easter Monday</p> <p>(g) Anzac Day</p> <p>(h) Sovereign's Birthday</p> <p>(i) Christmas Day</p> <p>(j) Boxing Day</p> <p>(k) any additional day observed by the local community and gazetted at the place of work as a holiday</p>	<p><b>30 PUBLIC HOLIDAYS</b></p> <p>30.1 Public Holidays are as gazetted in the State which the employee is employed.</p> <p>30.2 The operational requirements of the Employer require work to be performed on Public Holidays. Employees are expected to work on public holidays which fall within the rostered hours they would normally work on that day, unless notified otherwise.</p> <p>Payment for working on public holidays will include all hours worked on that day plus an additional eight hours pay at the relevant hourly rate of pay specified in Clause 23- Classifications and Rates of Pay.</p>	<p>The Proposed Agreement contains additional provisions regarding public holiday work as compared with the Rema 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>If the Rema Agreement applied, there is no such acknowledgement for the purposes of any dispute under the NES.</p>

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<p>(l) any day gazetted in addition or in lieu of one of these holidays.</p> <p>10.2 The Company provides continuous maintenance services to mining operations, and continues work across rosters for 24/7, 365/6 days a year shift coverage. It rosters shifts for all Employees and continues operating throughout public holiday periods to support safe and productive continuity of operations. As part of this Agreement:</p> <p>(a) The Company notifies Employees of their roster in advance, so Employees know:</p> <p>(i) the public holidays that fall within their rostered working time; and</p> <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 in accordance with the BHP Working Public Holidays Policy as amended from time to time.</p>		



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<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. <b>ANNUAL LEAVE</b></p> <p>11.1 Annual leave entitlements will be provided for in accordance with the NES.</p> <p>11.2 Employees are entitled to annual leave, in addition to the amount provided for in the NES, such that the Employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of service is a cumulative total of 5 weeks.</p> <p>11.3 An Employee who:</p> <p>(a) is a seven-day roster Employee (an Employee who over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or</p> <p>(b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,</p> <p>is a shiftworker for the purpose of the NES and entitled annually to an additional week of annual leave in addition to clause 11.2, being a cumulative total of 6 weeks.</p> <p>11.4 Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Annual Salary rate.</p> <p>11.5 An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave provided that:</p> <p>(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><b>28 ANNUAL LEAVE</b></p> <p><b>28.1 Entitlement to Annual Leave</b></p> <p>(a) Employees are entitled to 152 hours annual leave per year.</p> <p><b>28.2 Taking Paid Annual Leave</b></p> <p>(a) Annual leave will generally be taken at a time mutually agreed between the Employer and the employee.</p> <p>(b) The Employer may require employees to use some accrued annual leave at times that suit the operational needs of the Employer or in circumstances where an employee has in excess of two years accrual.</p> <p><b>28.3 Payment for Annual Leave</b></p> <p>(a) Annual leave will be debited on the basis of the employee's standard shift length.</p> <p>(b) Employees will be paid at the relevant hourly rate of pay specified in Clause 23 - Classifications and Rates of Pay during a period of annual leave. No additional loading is payable as this has been incorporated into the hourly rate of pay.</p> <p>(c) If the employment of an employee ends, the employee will be paid accrued annual leave entitlements, at the relevant hourly rate of pay, except where the employee is dismissed for serious misconduct.</p> <p><b>28.4 Cashing Out Annual Leave</b></p> <p>(a) An employee may request (in writing) to cash out annual leave in accordance with legislative requirements as long as the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave being less than the equivalent of</p>	<p>Under the Proposed Agreement all Employees receive 5 weeks of leave and shiftworkers receive 6 weeks of annual leave if they are an Employee who:</p> <ul style="list-style-type: none"> <li>over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or</li> <li>works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays.</li> </ul> <p>If the Rema Agreement applied, there is no definition of shiftworker, and a minimum 4 rather than 5 weeks of leave applies. However, the NES would still apply and entitle employees who are 'shiftworkers' (being those regularly rostered to work Sundays and public holidays) to a 5<sup>th</sup> week of leave.</p>

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<p>11.6 The Company may shut down all or part of its operation for a particular period (<b>Temporary Shutdown Period</b>) 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>20 days annual leave.</p> <p>(b) If the Employer agrees to the written request, the annual leave paid out will be at the flat hourly rate of pay specified in Clause 23 - Classifications and Rates of Pay.</p> <p>(c) Annual leave will not be paid in advance.</p>	
<p>12. <b>PERSONAL/CARER'S LEAVE</b></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 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</p>	<p><b>29 PERSONAL/CARER'S LEAVE</b></p> <p><b>29.1 Entitlement to Personal/Carer's Leave</b></p> <p>(a) A full-time employee is entitled to 80 hours personal/carer's leave for each year of continuous service with the Employer.</p> <p>(b) Personal/carer's leave will be debited (and paid) on the basis of the employee's standard shift length at the time of taking leave.</p> <p>(c) This entitlement accrues on a monthly basis.</p>	<p>Under the Proposed Agreement untaken but accrued personal leave is to be paid out upon termination (other than in specified circumstances).</p> <p>If the Rema Agreement applied, there is no payout for untaken but accrued personal leave.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>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>(d) Unused personal/carer's leave will accumulate from one year to the next but will not be paid out on termination.</p> <p><b>29.2 Taking Paid Personal/Carer's Leave</b></p> <p>(a) An employee may take paid personal/carer's leave if the leave is taken:</p> <ul style="list-style-type: none"> <li>(i) Because the employee is unfit for work because of personal illness or injury; or</li> <li>(ii) To provide care and support to a member of the employee's immediate family or household because of: <ul style="list-style-type: none"> <li>(A) A personal illness or injury to the member; or</li> <li>(B) An unexpected emergency affecting the member.</li> </ul> </li> </ul> <p><b>29.3 Payment for Paid Personal/Carer's Leave</b></p> <p>(a) Payment for personal/carer's leave is conditional upon the employee:</p> <ul style="list-style-type: none"> <li>(i) Informing the Employer, wherever practicable prior to the commencement of such absence, of the inability to attend work, the nature of the absence, and the estimated duration of the absence;</li> <li>(ii) Providing the Employer with evidence that would satisfy a reasonable person of the entitlement (usually a medical certificate) for absences: <ul style="list-style-type: none"> <li>(A) Exceeding the first two days within a 12 month period;</li> <li>(B) Immediately preceding or immediately following a public holiday, or annual leave; or</li> <li>(C) As otherwise required by the Employer.</li> </ul> </li> </ul> <p>(b) In the event that an employee is absent from work, and does not produce the Employer with the required evidence, the employee will be deemed to have been absent from work without authorisation and will not be</p>	

Proposed Agreement	Rema Agreement	Additional comments on differences
	<p>paid.</p> <p>(c) Payment for personal/ carer's leave will be at the relevant hourly rate of pay specified in Clause 23 - Classifications and Rates of Pay, and will be debited (and paid) on the basis of the employee's standard shift length at the time of taking leave.</p> <p>(d) Personal/carer's leave will not be paid in advance.</p> <p><b>16 ABSENCE FROM WORK</b></p> <p>16.1 If an employee is unable to attend work for any reason, they must notify their supervisor no later than the time the employee was due to commence work unless, due to unforeseen reasons, it is not possible for the employee to do this.</p> <p>16.2 The employee must provide the supervisor with a reasonable explanation and the estimated duration of the absence.</p> <p>16.2 If an employee is absent from work without authorisation, and has not made contact within 24 hours, the employee may be deemed to have abandoned their employment and subject to disciplinary action, which may result in termination of employment.</p> <p>16.3 Any absence from work of more than two working days in length will require a doctor's certificate otherwise payment may be declined.</p> <p>16.4 Any absence from work before or after a weekend; before or after a public holiday; before or after rostered days off; or before or after a period of leave, will require a doctor's certificate otherwise payment may be declined.</p> <p>16.5 In any calendar year, if an employee has more than five days off then each subsequent absence (regardless of duration) will require a doctor's certificate otherwise payment may be declined.</p>	
<p>13. <b>COMPASSIONATE LEAVE</b></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><b>31 COMPASSIONATE LEAVE</b></p> <p>31.1 An employee is entitled to a period of two days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:</p> <p>(a) Contracts or develops a personal illness that poses</p>	<p>Both Agreements provide for 2 days compassionate leave per occasion, in accordance with the NES.</p>

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	<p>a serious threat to his or her life; or</p> <p>(b) Sustains a personal injury that poses a serious threat to his or her life; or</p> <p>(c) Passes away.</p> <p>31.2 An employee is required to provide the Employer with any evidence that it reasonably requires of the illness, injury or death in order to be entitled to payment for compassionate leave.</p> <p>31.3 An employee may request additional unpaid compassionate leave but this will be at the discretion of the Employer.</p> <p>31.4 The employee will be paid the relevant hourly rate of pay specified in Clause 23 - Classifications and Rates of Pay for ordinary hours the employee would have worked had they not been on compassionate leave.</p> <p>31.5 Compassionate leave cannot be taken during a period of any other leave.</p>	
<p>14. <b>PARENTAL LEAVE</b></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><b>32 PARENTAL LEAVE</b></p> <p>Employees are entitled to parental leave in accordance with the Fair Work Act 2009 which provides for 52 weeks of unpaid paternity or maternity leave, whichever the case may be, for the purpose of being the primary care giver following the birth or adoption of a child.</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 Rema Agreement applied, it provides for unpaid parental leave in accordance with the FW Act. There is no equivalent provision for paid parental leave.</p>
<p>15. <b>LONG SERVICE LEAVE</b></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><b>33 LONG SERVICE LEAVE</b></p> <p>Employees are entitled to paid long service leave in accordance with the applicable State legislation.</p>	<p>Under both Agreements long service leave is provided in accordance with applicable legislation.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>16. <b>COMMUNITY SERVICE LEAVE</b></p> <p>16.1 Subject to clause 16.2, community service leave entitlements are provided for in accordance with the BHP Group Public Service Leave - Australia Policy, as amended from time to time.</p> <p>16.2 The entitlements under clause 16.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p>	<p><b>34 COMMUNITY SERVICE LEAVE</b></p> <p><b>34.1 Jury Service Leave</b></p> <p>(a) An employee is entitled to leave with pay, less any amounts received or able to be received, for the duration of any required jury service.</p> <p>(b) If an employee is required to attend jury service the employee must:</p> <p>(i) Notify the Employer as soon as possible of the date on which the employee is required to attend jury service;</p> <p>(ii) Provide the Employer proof of attendance and the duration of the attendance; and</p> <p>(iii) Provide the Employer proof of all amounts received, and able to be received, by the employee for the jury service.</p> <p><b>34.2 Emergency Services Leave</b></p> <p>(a) As part of the Employer's commitment to the local community, an employee who is a volunteer member of an emergency response, or similar volunteer service, is entitled to paid leave to enable the employee to fulfil an obligation to the relevant voluntary organisation in the event of an emergency or disaster requiring the assistance of that organisation and the employee.</p> <p>(b) Emergency services leave will be approved in the following circumstances:</p> <p>(i) The employee is a member of the relevant voluntary organisation;</p> <p>(ii) There has been a request for the employee to assist in the emergency or disaster;</p> <p>(iii) The employee ensures that the Employer is informed as early as possible of the reason for the absence and its likely length; and</p> <p>(iv) The Employer can reasonably release the employee from their responsibilities to assist in responding to the emergency or disaster.</p>	<p>Under the Proposed Agreement, community service leave is provided for in accordance with the NES and Company policies.</p> <p>The Rema Agreement provides for community service leave in a manner broadly consistent with the NES.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
	35.2 Payment for emergency services leave will be at the relevant hourly rate of pay specified in Clause 23 - Classifications and Rates of Pay.	
<p>17. <b>LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE</b></p> <p>17.1 Subject to clause 17.2, paid family and domestic violence leave is provided for in the BHP Group Family and Domestic Violence Support Policy, as amended from time to time.</p> <p>17.2 The entitlements under clause 17.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p>	<p><i>No equivalent provision. The NES would apply.</i></p>	<p>The Proposed Agreement provides that family and domestic violence leave will be provided in accordance with the NES and the BHP Group Family and Domestic Violence Support Policy.</p> <p>The Rema Agreement does not include an equivalent provision, so the NES entitlement would apply.</p>
<p>18. <b>LEAVE WITHOUT PAY</b></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><b>36 UNPAID LEAVE</b></p> <p>Unpaid leave may be granted to employees at the absolute discretion of the Employer.</p>	<p>Both Agreements recognise the possibility of unpaid leave being provided at the Company's discretion.</p>
<p>19. <b>INCLEMENT WEATHER</b></p> <p>19.1 Arrangements in the event of severe wet weather or a cyclone are dealt with in the relevant Asset or site policy, as amended from time to time.</p> <p>19.2 Where Employees cannot get to work due to severe wet weather or a cyclone, they are enabled to utilise accrued annual leave if they desire.</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides for arrangements in circumstances of inclement weather. The Rema Agreement does not include an equivalent provision.</p>
<p>20. <b>ACCOMMODATION AND TRAVEL</b></p> <p>20.1 For the term of this Agreement, the following arrangements will apply.</p> <p>20.2 <b>In this clause:</b></p> <p>(a) <b>Local Area</b> 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</p>	<p><b>11 LOCATION &amp; ACCOMMODATION</b></p> <p>11.1 Employees may be asked to carry out work in all areas of the Employer's or Customers' operations. The Employer has multiple sites which may change periodically and, as a consequence, employees may be asked to relocate to a new site or location.</p> <p>Employees may also be asked to move to a new site for career development opportunities or to meet operational needs. This will however be discussed with the Employee before any</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>If the Rema Agreement applies, Employees provided with board and lodging when staying at camp facilities and provided with flights.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>out of that site for each shift in accordance with any fatigue management plan requirements for the site;</p> <p>(b) <b>Local Employee</b> means any Employee who resides within the Local Area;</p> <p>(c) <b>Commute Employee</b> 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) <b>Non-Local Employee</b> means any other Employee that is not a Local Employee or Commute Employee.</p>	<p>decisions are made.</p> <p>11.2 Employees will stay in camp accommodation, or a comparable location, when on a site. The Employer will meet the full cost of board and lodging for any employee staying at camp facilities.</p> <p>11.3 Employees will be required to comply with Rema directives and customer policies and procedures, as amended from time-to-time, when occupying customer accommodation. A copy of relevant Conditions of Occupancy will be available to employees and non-compliance may lead to disciplinary action which may result in removal of accommodation and/or termination of employment.</p> <p><b>37.1 Missed flights</b></p>	
<p>20.3 <b>Employment in a hub</b></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>An employee who misses a scheduled flight to work (without a legitimate reason) may be required (at their own cost) to book the next available flight or pay any cost related to booking a subsequent flight.</p> <p>Repeated failures to catch flights to work will be subject to performance counselling and this may include the termination of employment.</p>	
<p>20.4 <b>Local Employees Benefits</b></p> <p>(a) Subject to this clause 20.4, Local Employees will travel to and from the site in their own time and at their own expense each day that they are required to perform work.</p> <p>(b) Local Employees will be paid a local allowance of \$8,000 per year paid in equal fortnightly instalments included in their regular pay, for each fortnight work, including non-rostered overtime, is performed as required or an Employee is on paid leave.</p> <p>(c) Where the Company requires Local Employees to travel daily to and from the site from a designated location and by a designated means, such transport will be at the Company's cost, and will not affect payment of the allowance in clause 20.4(b).</p> <p>(d) This clause does not apply if an Employee accepts other housing arrangements with the Company.</p>		
<p>20.5 <b>Commute Employees Benefits</b></p> <p>(a) Subject to clause 20.7, the Company will provide Commute Employees at the Company's cost, with single</p>		



Proposed Agreement	Rema Agreement	Additional comments on differences
<p>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 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 <b>Non-Local Employees Benefits</b></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>		

Proposed Agreement	Rema Agreement	Additional comments on differences
<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> <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><b>20.7 Conditions of travel and accommodation</b></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>		

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>(ii) apply pro rata for Part Time Employees in accordance with clause 5.3.</p> <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> <p>(i) travel on the day preceding the first shift and rest at designated Company provided accommodation, prior to commencing the first shift; and</p> <p>(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> <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> <p>(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</p>		

Proposed Agreement	Rema Agreement	Additional comments on differences
(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. <b>STAND ASIDE AND STAND DOWN</b></p> <p>21.1 Subject to clause 21.3, the Company can stand aside an Employee:</p> <p>(a) with or without pay for full or partial refusal of duty; or</p> <p>(b) with or without pay for neglect of duty; or</p> <p>(c) with or without pay for misconduct, while it is being investigated.</p> <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> <p>(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:</p> <p>(i) remains ready, willing and able to perform work; and</p> <p>(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> <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>12 STAND-DOWN &amp; SHIFT CHANGE</b></p> <p>12.1 In the event that an employee cannot be usefully employed because of a strike, or through any breakdown in machinery, or any stoppage of work through any cause for which the Employer cannot reasonably be held responsible (including resulting from the actions of a customer or of inclement weather), the employee may be stood down without pay.</p> <p>12.2 Stand-down payments are paid when a shift changes from night shift to day shift (only) and only if the employee is working the subsequent day.</p> <p>Stand-down payments will be made when the paid hours do not exceed the person's contracted fortnightly hours.</p> <p>12.3 This does not break an employee's continuity of service for the purposes of any entitlements.</p>	<p>The Proposed Agreement contains procedures governing the situations in which an Employee can be stood aside with or without pay. The Rema Agreement does not have any equivalent provision.</p> <p>The Rema Agreement provides for stand down in similar circumstances to the Proposed Agreement. However, the Proposed Agreement does not include change of shift "stand-down payments" equivalent to the Rema Agreement.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
<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><b>22. ISSUE RESOLUTION PROCEDURE</b></p> <p>22.1 This clause sets out the process for resolving issues which relate to:</p> <p>(a) a matter arising under this Agreement; or</p> <p>(b) the NES.</p> <p>22.2 Where an issue under clause 22.1 arises which an Employee seeks to be resolved, the issue must first be referred for discussion between the Employee and their immediate Supervisor to attempt to resolve the issue.</p> <p>22.3 If the issue remains unresolved, it may be referred for discussion between the Employee and the Employee's Superintendent.</p> <p>22.4 If the issue is still not resolved, it may be referred for discussion between the Employee and the Employee's Departmental Manager.</p> <p>22.5 Discussions in accordance with clauses 22.2, 22.3 and 22.4 will be held as soon as reasonably practicable.</p> <p>22.6 By agreement, the Company and the Employee may bypass any of the steps in clauses 22.3 or 22.4 in the interests of speedy resolution of the issue.</p> <p>22.7 If the issue resolution processes in clauses 22.2, 22.3 and 22.4 have genuinely been exhausted (with the exception of the processes in clauses 22.3 or 22.4 if there was an agreement to bypass any of these steps), and the issue is still unable to be resolved at the workplace level, either party (or its representative) may refer the matter to the FWC for conciliation. If the matter</p>	<p><b>17 DISPUTE RESOLUTION</b></p> <p>17.1 In the event of a dispute about a matter under this Agreement:</p> <p>(a) In the first instance, the parties to the dispute must attempt to resolve the matter at the workplace by discussions between the employee(s) concerned and the relevant supervisor;</p> <p>(b) If the matter is not resolved, the parties to the dispute will endeavour to resolve the dispute by discussions between the employee(s) concerned and more senior levels of management; and</p> <p>(c) If the matter remains unresolved, a party to the dispute may refer the matter to the Fair Work Commission or another person independent to the parties as agreed.</p> <p>17.2 While the parties are trying to resolve the dispute using these procedures:</p> <p>(a) An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and</p> <p>(b) An employee must comply with any direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:</p> <p>(i) The work is not safe; or</p> <p>(ii) Applicable occupational health and safety</p>	<p>The dispute procedure in both Agreements have specific steps before referral to FWC for conciliation. Under the Proposed Agreement, the steps can only be by-passed by agreement. The Proposed Agreement also allows arbitration by agreement, which is not a power expressly given to FWC in the Rema Agreement.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>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>legislation would not permit the work to be performed; or</p> <p>(iii) The work is not appropriate for the employee to perform; or</p> <p>(iv) There are other reasonable grounds for the employee to refuse to comply with the direction.</p> <p>17.3 Reasonable time limits will be allowed for each stage of the procedure and each stage must be completed before proceeding to the next stage.</p> <p>17.4 This clause does not apply in the case of disciplinary matters or termination.</p> <p><b>Company Undertaking</b></p> <p>The company gives the following undertaking that the dispute settlement procedure in clause 17 of the proposed Agreement can be used to settle disputes about any matters arising under the Agreement, or in relation to the National Employment Standards. Employees may be represented for the purposes of the procedure.</p>	
<p>23. <b>INDIVIDUAL FLEXIBILITY</b></p> <p>23.1 The Company and any Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:</p> <p>(a) the arrangement deals with 1 or more of the following matters:</p> <p>(i) arrangements about when work is performed;</p> <p>(ii) overtime rates;</p> <p>(iii) penalty rates;</p> <p>(iv) allowances;</p> <p>(v) leave loading; and</p> <p>(b) the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and</p> <p>(c) the arrangement is genuinely agreed to by the Company and Employee.</p>	<p><b>6 AGREEMENT FLEXIBILITY</b></p> <p>6.1 Notwithstanding any other provision of this Agreement, the Employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and an individual employee.</p> <p>6.2 The terms the Employer and an individual employee may agree to vary the application of are those concerning the following:</p> <p>(a) Hours of work and related matters;</p> <p>(b) Rates of pay and the payment of wages;</p> <p>(c) Overtime and penalty rates; and</p> <p>(d) Allowances.</p> <p>6.3 The Employer and an individual employee must have genuinely made the arrangement without coercion and duress.</p> <p>6.4 The arrangement between the Employer and an individual employee must:</p>	<p>The Individual Flexibility Term in the Proposed Agreement mirrors the current Model Term as contained in the Fair Work Act and Regulations. If the Rema Agreement applied, the matters it can cover do not include leave loading.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>23.2 The Company must ensure that the terms of the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>(a) are about permitted matters under section 172 of the FW Act; and</li> <li>(b) are not unlawful terms under section 194 of the FW Act; and</li> <li>(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Be confined to a variation in the application of one or more of the terms listed in Clause 6.2; and</li> <li>(b) Not disadvantage an individual employee in relation to the individual employee's overall terms and conditions of employment.</li> </ul> <p>6.5 The arrangement between the Employer and an individual employee must also:</p> <ul style="list-style-type: none"> <li>(a) Be in writing; name the parties to the arrangement; and be signed by the Employer and the individual employee and, if the employee is under the age of 18, be signed by their parent or guardian;</li> <li>(b) State each term of this Agreement that the Employer and the individual employee have agreed to vary; and</li> <li>(c) States the date the arrangement commences to operate.</li> </ul>	
<p>23.3 The Company must ensure that the terms of the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>(a) is in writing;</li> <li>(b) includes the name of the Company and Employee; and</li> <li>(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</li> <li>(d) includes details of: <ul style="list-style-type: none"> <li>(i) the terms of this Agreement that will be varied by the arrangement; and</li> <li>(ii) how the arrangement will vary the effect of the terms; and</li> <li>(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</li> </ul> </li> <li>(e) states the day on which the arrangement commences.</li> </ul>	<p>6.6 The Employer must give the employee concerned a copy of the arrangement within 14 days of it being agreed and keep the arrangement as a time and wages record.</p> <p>6.7 The arrangement may be terminated:</p> <ul style="list-style-type: none"> <li>(a) By written agreement between the Employer and the individual employee; or</li> <li>(b) By the Employer or individual employee giving four weeks' notice of termination of the arrangement (in writing) to the other party and the arrangement ceases to operate at the end of the notice period.</li> </ul> <p>6.8 The right to make an arrangement pursuant to this Clause is in addition to, and is not intended to otherwise affect, any other term of this Agreement.</p>	
<p>23.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p>		
<p>23.5 The Company or Employee may terminate the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>(a) by giving no more than 28 days written notice to the other party to the arrangement; or</li> <li>(b) if the Company and Employee agree in writing—at any time.</li> </ul>	<p>6.9 The Employer and an Employee can enter into an individual flexibility arrangement (IFA) which varies the terms and conditions of this enterprise agreement in order to meet the genuine needs of both the Employee and the Employer.</p>	

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>24. <b>MANAGEMENT OF CHANGE / CONSULTATION</b></p> <p>24.1 This term applies if the Company:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.</li> </ul> <p><b>Major change</b></p> <p>24.2 For a major change referred to in paragraph 24.1(a):</p> <ul style="list-style-type: none"> <li>(a) the Company must notify the relevant Employees of the decision to introduce the major change; and</li> <li>(b) subclauses 24.3 to 24.9 apply.</li> </ul> <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> <ul style="list-style-type: none"> <li>(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</li> <li>(b) the Employee or Employees advise the Company of the identity of the representative;</li> </ul> <p>the Company must recognise the representative.</p> <p>24.5 As soon as practicable after making its decision, the Company must:</p> <ul style="list-style-type: none"> <li>(a) discuss with the relevant Employees; <ul style="list-style-type: none"> <li>(i) the introduction of the change; and</li> <li>(ii) the effect the change is likely to have on the Employees; and</li> <li>(iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and</li> </ul> </li> <li>(b) for the purposes of the discussion—provide, in writing, to the relevant Employees:</li> </ul>	<p><b>7 CONSULTATION</b></p> <p>1 This term applies if the employer:</p> <ul style="list-style-type: none"> <li>(a) Has made a definite decision to introduce a major change to production, programme, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or</li> <li>(b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.</li> </ul> <p>2 Major change- for a major change referred to in paragraph (1)(a):</p> <ul style="list-style-type: none"> <li>(a) The employer must notify the relevant employees of the decision to introduce the major change; and</li> <li>(b) Sub-clauses 3 to 9 apply.</li> </ul> <p>3. The relevant employees may appoint a representative for the purposes of the procedures in this term.</p> <p>4. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, the employee (or employees) advise the employer of the identity of the representative, the employer must recognise the representative.</p> <p>5. As soon as practicable after making its decision, the employer must discuss with the relevant employees:</p> <ul style="list-style-type: none"> <li>1. The introduction of the change; and</li> <li>2. The effect the change is likely to have on the employees; and</li> <li>3. Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees and for the purposes of the discussion provide, in writing, to the relevant employees all relevant information about the change including the nature of the change proposed and information about the expected effects of the change on the employees; and any other matters likely to affect the employees.</li> </ul> <p>6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.</p>	<p>Both Agreements contain consultation clauses that are of similar effect.</p>



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<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>7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.</p>	
<p>24.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p>	<p>8 If a term in this Agreement provides for a major change to production, programme, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 2(a) and sub clauses 3 and 5 are taken not to apply.</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>9 In this term, a major change is likely to have a significant effect on employees if it results in:</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>(a) The termination of the employment of employees; or</p> <p>(b) Major change to the composition, operation or size of the employer's workforce or to the</p> <p>(c) Skills required of employees; or</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; or</p> <p>(b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or</p> <p>(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</p> <p>(d) the alteration of hours of work; or</p> <p>(e) the need to retrain Employees; or</p> <p>(f) the need to relocate Employees to another workplace; or</p> <p>(g) the restructuring of jobs.</p> <p><b>Change to regular roster or ordinary hours of work</b></p>	<p>(d) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</p> <p>(e) The alteration of hours of work; or</p> <p>(f) The need to retrain employees; or</p> <p>(g) The need to relocate employees to another workplace; or</p> <p>(h) The restructuring of jobs.</p> <p>(i) Change to regular roster or ordinary hours of work</p>	
<p>24.10 For a change referred to in paragraph 24.1(b):</p> <p>(a) the Company must notify the relevant Employees of the proposed change; and</p> <p>(b) subclauses 24.11 to 24.15 apply.</p>	<p>10 For a change referred to in paragraph 1(b):</p> <p>(a) The employer must notify the relevant employees of the proposed change; and</p> <p>(b) Sub-clauses 11 to 15 apply.</p> <p>11 The relevant employees may appoint a representative for the purposes of the procedures in this term if a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee( or employees) advise the employer of the identity of the representative the employer must recognise the representative.</p> <p>12 As soon as practicable after proposing to introduce the change, the employer must:</p>	

Proposed Agreement	Rema Agreement	Additional comments on differences
<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> <p>(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</p> <p>(b) the Employee or Employees advise the Company of the identity of the representative;</p> <p>the Company must recognise the representative.</p> <p>24.13 As soon as practicable after proposing to introduce the change, the Company must:</p> <p>(a) discuss with the relevant Employees the introduction of the change; and</p> <p>(b) for the purposes of the discussion—provide to the relevant Employees:</p> <p>(i) all relevant information about the change, including the nature of the change; and</p> <p>(ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and</p> <p>(iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and</p> <p>(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).</p> <p>24.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p> <p>24.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.</p> <p>24.16 In this term <b>relevant Employees</b> means the Employees who may be affected by a change referred to in subclause 24.1.</p>	<p>(a) Discuss with the relevant employees the introduction of the change; and</p> <p>(b) For the purposes of the discussion—provide to the relevant employees:</p> <p>(i) All relevant information about the change, including the nature of the change; and</p> <p>(ii) Information about what the employer reasonably believes will be the effects of the change on the employees; and</p> <p>(iii) Information about any other matters that the employer reasonably believes are likely to affect the employees; and</p> <p>(iv) 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>13. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.</p> <p>14. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.</p> <p>15. In this term relevant employees means the employees who may be affected by a change referred to in sub-clause 1.</p>	
<p>25. <b>REDUNDANCY</b></p> <p>25.1 <b>Definition of redundancy</b></p>	<p><b>20 REDUNDANCY</b></p> <p>20.1 An employee is entitled to be paid redundancy pay by the</p>	<p>The Proposed Agreement provides for redundancy payment that is the greater of:</p>

Proposed Agreement	Rema Agreement	Additional comments on differences																				
<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>Employer if the employee's employment is terminated:</p> <p>(a) At the Employer's initiative because the Employer 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>(b) Because of insolvency or bankruptcy of the Employer.</p> <p>20.2 The amount of redundancy pay is in addition to the period of notice to which the employee is entitled under Clause 18 - Termination.</p> <p>20.3 Redundancy pay is payable in accordance with the table below:</p>	<p>(a) the NES (between 4 and 16 weeks pay);</p> <p>(b) for the term of the Proposed 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><b>Redundancy payment</b></p>		<p>If the Rema Agreement applied, it provides for redundancy pay in accordance with the NES.</p>																				
<p>25.2 Except where clause 25.4 applies, when terminations of employment occur due to redundancy the Employees terminated are entitled to redundancy pay equal to the greater of:</p> <p>(a) the amount the Employee would be entitled to under the relevant modern award; or</p> <p>(b) for the term of this Agreement, the amount of redundancy pay payable under the BHP Redundancy Termination Australia Policy, as amended from time to time.</p>	<table border="1" data-bbox="913 592 1547 1473"> <thead> <tr> <th data-bbox="913 592 1256 651">Period of continuous service</th> <th data-bbox="1256 592 1547 651">Severance pay</th> </tr> </thead> <tbody> <tr> <td data-bbox="913 651 1256 746">At least one year but less than two years</td> <td data-bbox="1256 651 1547 746">4 weeks</td> </tr> <tr> <td data-bbox="913 746 1256 842">At least two years but less than three years</td> <td data-bbox="1256 746 1547 842">6 weeks</td> </tr> <tr> <td data-bbox="913 842 1256 938">At least three years but less than four years</td> <td data-bbox="1256 842 1547 938">7 weeks</td> </tr> <tr> <td data-bbox="913 938 1256 1034">At least four years but less than five years</td> <td data-bbox="1256 938 1547 1034">8 weeks</td> </tr> <tr> <td data-bbox="913 1034 1256 1129">At least five years but less than six years</td> <td data-bbox="1256 1034 1547 1129">10 weeks</td> </tr> <tr> <td data-bbox="913 1129 1256 1225">At least six years but less than seven years</td> <td data-bbox="1256 1129 1547 1225">11 weeks</td> </tr> <tr> <td data-bbox="913 1225 1256 1321">At least seven years but less than eight years</td> <td data-bbox="1256 1225 1547 1321">13 weeks</td> </tr> <tr> <td data-bbox="913 1321 1256 1417">At least eight years but less than nine years</td> <td data-bbox="1256 1321 1547 1417">14 weeks</td> </tr> <tr> <td data-bbox="913 1417 1256 1473">At least nine years but less than ten years</td> <td data-bbox="1256 1417 1547 1473">16 weeks</td> </tr> </tbody> </table>	Period of continuous service	Severance pay	At least one year but less than two years	4 weeks	At least two years but less than three years	6 weeks	At least three years but less than four years	7 weeks	At least four years but less than five years	8 weeks	At least five years but less than six years	10 weeks	At least six years but less than seven years	11 weeks	At least seven years but less than eight years	13 weeks	At least eight years but less than nine years	14 weeks	At least nine years but less than ten years	16 weeks	
Period of continuous service	Severance pay																					
At least one year but less than two years	4 weeks																					
At least two years but less than three years	6 weeks																					
At least three years but less than four years	7 weeks																					
At least four years but less than five years	8 weeks																					
At least five years but less than six years	10 weeks																					
At least six years but less than seven years	11 weeks																					
At least seven years but less than eight years	13 weeks																					
At least eight years but less than nine years	14 weeks																					
At least nine years but less than ten years	16 weeks																					
<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 <b>Exemption</b></p> <p>Subject to the NES, the Company is not liable for any payment in clause 25.2 if the Company would not have been required to make a payment of redundancy pay to the Employee under the relevant modern award from time to time.</p>																						
<p>25.5 <b>Variation of redundancy pay</b></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>																						

Proposed Agreement	Rema Agreement		Additional comments on differences									
	At least ten years	12 weeks										
<p>26. <b>TERMINATION OF EMPLOYMENT</b></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 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><b>19 TERMINATION</b></p> <p>19.1 An employee, or the Employer, may terminate the contract of employment by providing, in writing, the following period of notice, or the payment or forfeiture of the pay applicable to the period of the notice, as the case may be:</p> <table border="1" data-bbox="913 619 1547 1018"> <thead> <tr> <th data-bbox="913 619 1254 711">Employee's period of continuous service</th> <th data-bbox="1254 619 1585 711">Period of Notice</th> </tr> </thead> <tbody> <tr> <td data-bbox="913 711 1254 775">Not more than 1 year</td> <td data-bbox="1254 711 1585 775">1 week</td> </tr> <tr> <td data-bbox="913 775 1254 868">More than 1 year but not more than 3 years</td> <td data-bbox="1254 775 1585 868">2 weeks</td> </tr> <tr> <td data-bbox="913 868 1254 960">More than 3 years but not more than 5 years</td> <td data-bbox="1254 868 1585 960">3 weeks</td> </tr> <tr> <td data-bbox="913 960 1254 1018">More than 5 years</td> <td data-bbox="1254 960 1585 1018">4 weeks</td> </tr> </tbody> </table> <p>19.2 The period of notice to be given by the Employer is increased by one week if the employee is over 45 years old and has completed at least two years continuous service with the Employer.</p> <p>19.3 The above notice periods do not apply:</p> <p>(a) In cases of serious misconduct or a breach of this Agreement, in which case the employee may be summarily dismissed without notice and will only be entitled to pay for the time worked up to the time of dismissal; and</p> <p>(b) to an employee in their probation period, in which case the notice required is one day's notice, or payment or forfeiture of or day's pay; and</p>	Employee's period of continuous service	Period of Notice	Not more than 1 year	1 week	More than 1 year but not more than 3 years	2 weeks	More than 3 years but not more than 5 years	3 weeks	More than 5 years	4 weeks	<p>Under the Proposed Agreement an Employee may resign by giving one week's written notice to the Company.</p> <p>If the Rema Agreement applied, the Employee may resign by giving 1-4 weeks written notice to the Company depending on the period of their continuous service.</p>
Employee's period of continuous service	Period of Notice											
Not more than 1 year	1 week											
More than 1 year but not more than 3 years	2 weeks											
More than 3 years but not more than 5 years	3 weeks											
More than 5 years	4 weeks											

Proposed Agreement	Rema Agreement	Additional comments on differences
	<p>(c) To a casual employee in which case the required notice period is one hour, or payment or forfeiture of one hour's pay</p> <p>19.4 Serious misconduct includes but is not limited to:</p> <p>(a) Failing to follow Employer and/or customer rules, regulations and policies.</p> <p>(b) Attending for duty whilst under the influence of, or affected by, alcohol or drugs.</p> <p>(c) Possession, consumption or use of alcohol or other drugs whilst at work or travelling on company provided transport.</p> <p>(d) Smoking in unauthorised areas.</p> <p>(e) Theft, fraud or assault.</p> <p>(f) Willful damage to Employer or customer goods or property.</p> <p>(g) Unauthorised use or disclosure of confidential information.</p> <p>(h) Removal of a danger or isolation tag (or lock or other warning device), or the use of equipment with a danger or isolation tag (or lock or other warning device) attached, or other serious permit breach.</p> <p>(i) Unacceptable levels of unapproved absenteeism.</p> <p>(j) Failure to comply with lawful directions of the Employer.</p> <p>(k) Continuous displays of substandard workmanship.</p> <p>(l) Withdrawal of site access rights by the customer.</p> <p><b>28 ANNUAL LEAVE</b></p> <p><b>28.3 Payment for Annual Leave</b></p> <p>(a) Annual leave will be debited on the basis of the employee's standard shift length.</p> <p>(b) Employees will be paid at the relevant hourly rate of pay specified in Clause 23 - Classifications and Rates of Pay during a period of annual leave. No additional loading is payable as this has been incorporated into the hourly rate of pay.</p>	

Proposed Agreement	Rema Agreement	Additional comments on differences
	(c) If the employment of an employee ends, the employee will be paid accrued annual leave entitlements, at the relevant hourly rate of pay, except where the employee is dismissed for serious misconduct.	
<p>27. <b>RECONCILIATION</b></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 (<b>Review Date/s</b>), 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>(<b>Review Period</b>).</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 Above Award Guarantee in respect of the Review Period, the Company will make a top-up payment of the difference to the Employee within 14 days.</p>	<p><b>27 RECOVERY OF OVER-PAYMENTS</b></p> <p>During employment, or upon termination, the employee authorises the Employer to deduct from their pay, or their final pay upon termination as the case may be, any outstanding monies owed by the employee to the Employer. This may include, but is not limited to, any annual or personal/carer's leave taken in advance of accrual, re-location advances and any over-payments made to an employee.</p>	
<p>28. <b>NO FURTHER CLAIMS</b></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>	<i>No equivalent provision.</i>	The Proposed Agreement includes a provision around Employees not bringing further claims against the Company during the term of the Proposed Agreement.
<p><b>APPENDIX 1 – ABOVE AWARD GUARANTEE FORMULA</b></p> <p>The following assumptions and formula are to be used in the calculation of Above Award Guarantee rates:</p> <p>1. The calculations will be based on applicable Award rates as at the</p>	<i>No equivalent provision.</i>	This Appendix to the Proposed Agreement sets out the formula for calculating the Employee's Above Award Guarantee Annual Salary in Clause 7.

Proposed Agreement	Rema Agreement	Additional comments on differences
<p>date of calculation. Current rates are set out for information only. In this clause, standard rate means the standard rate for the relevant award.</p> <p>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.</p> <p>3. Payment at the following rates for the applicable hours per roster cycle:</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>4. Include the following allowances where applicable per roster cycle:</p> <p>(a) In coal operations:</p> <p>(i) First aid</p> <ul style="list-style-type: none"> <li>• 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).</li> <li>• 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).</li> </ul> <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>		

Proposed Agreement	Rema Agreement	Additional comments on differences
<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) viii. Boom welding (trades employees only) – 0.095% of standard rate – rate per hour for trades employees who are carrying out pressure or x-ray standard welding on booms (currently \$0.94 per hour).</p> <p>(b) In other mining operations:</p> <p>(i) Industry allowance – 3.7% of standard rate all-purpose per week for all employees (currently \$36.82).</p> <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</p>		



Proposed Agreement	Rema Agreement	Additional comments on differences																
<p>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> <table border="1" data-bbox="136 528 889 1487"> <thead> <tr> <th colspan="4" data-bbox="136 528 889 596">Employees in coal operations</th> </tr> <tr> <th data-bbox="136 596 376 764">Allowance</th> <th data-bbox="376 596 586 764">% of standard rate in BCMI Award</th> <th data-bbox="586 596 736 764">Current Award rate</th> <th data-bbox="736 596 889 764">Current 105% of Award rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="136 764 376 1182">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.</td> <td data-bbox="376 764 586 1182">0.63 per day/shift</td> <td data-bbox="586 764 736 1182">\$6.22</td> <td data-bbox="736 764 889 1182">\$6.53</td> </tr> <tr> <td data-bbox="136 1182 376 1487">Shaft work – flat rate for each day/shift where Electrical / Mechanical employees are engaged on shaft work</td> <td data-bbox="376 1182 586 1487">0.59 per day/shift</td> <td data-bbox="586 1182 736 1487">\$5.83</td> <td data-bbox="736 1182 889 1487">\$6.12</td> </tr> </tbody> </table>	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		
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															

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

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

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

Proposed Agreement				Rema Agreement	Additional comments on differences
Meal allowance – flat rate for each meal where an employee works un-rostered overtime, unless		\$19.36	\$20.33		
<ul style="list-style-type: none"> <li>• notified no later than the previous day of the requirement to work overtime; or</li> <li>• supplied with a meal or meal making facilities.</li> </ul>					
Tool allowance – flat rate per week where an employee is required by the employer to supply and maintain tools ordinarily required in the performance of work.		\$17.46	\$18.33		
<i>No equivalent provision.</i>				<b>4 OBJECTIVES OF AGREEMENT</b> 4.1 The parties' objectives in making this Agreement are to: <ul style="list-style-type: none"> <li>(a) Set out the standard terms and conditions of employment that apply to employees;</li> <li>(b) Provide a workplace culture that recognises and rewards employees for their contribution to the success of the company;</li> <li>(c) Provide the foundation for a team of multi-skilled employees to deliver a first class, reliable and cost efficient service to our customers;</li> </ul>	The Proposed Agreement does not have any comparable terms.

Proposed Agreement	Rema Agreement	Additional comments on differences
	<p>(d) Develop and implement concepts of best practice, continuous improvement and quality control to enhance productivity and efficiency; and</p> <p>(e) Continue the improvement of best practices in reference to health, safety, environment and community (HSEC).</p>	
<p><i>No equivalent provision.</i></p>	<p><b>13 PROTECTIVE EQUIPMENT &amp; TOOLS</b></p> <p>13.1 Employees are required to utilise protective equipment as required and supplied by the Employer when engaged on work for which protective equipment is necessary.</p> <p>13.2 Employees will be issued with a set of tools and, where necessary, a lockable tool box.</p> <p>During the time any article of protective equipment (or tools) is on issue to an employee, they will be held responsible for any loss or damage to the equipment with the exception of fair wear and tear attributable to ordinary use.</p> <p>13.3 The Employer will supply each employee with one pair of steel capped safety boots (at no cost to the employee) on commencement of employment. The Employer will replace the safety boots on normal wear and tear arising out of employment with the Employer</p> <p>13.4 Employees will be provided with three shirts and three pairs of trousers upon employment. Wearing of issued clothing is compulsory when representing the company other than on site. Any additional supply of work clothing will be provided on fair wear and tear basis arising out of employment with the Employer.</p> <p>13.5 Any conduct in contravention of this clause may lead to disciplinary action.</p>	<p>If it applies, the Rema Agreement provides for the use and supply of protective equipment and tools.</p>
<p><i>No equivalent provision.</i></p>	<p><b>14 FITNESS-FOR-WORK</b></p> <p>14.1 It is a requirement that employee's comply with the Employer's Fitness-for-Work Policy. This includes the requirement to participate in alcohol and other drug testing.</p> <p>14.2 If at any time during employment, if an employee experiences a physical, medical or psychological condition which may impact on their performance, which may require</p>	<p>The Proposed Agreement does not have any comparable terms.</p>

Proposed Agreement	Rema Agreement	Additional comments on differences
	<p>variation to their duties, or has the potential to affect the safety and health of the employee or others at work, the employee is required to notify the Employer. In this case, the Employer may require the employee to undergo medical tests in accordance with this clause.</p> <p>14.3 Prior to engagement, and from time-to-time during employment, the Employer may require employees to undertake such medical tests as it considers to be reasonably appropriate for the safety, health and well-being of our employees or others and to meet its and our customers' obligations. The employee agrees to undergo such tests as directed by the Employer.</p> <p>14.4 Any medical test will be undertaken by a duly qualified medical practitioner, as nominated by the Employer, to ensure the employee's health and fitness is compatible with the requirements of the position.</p> <p>14.5 In the event that a medical test concludes that an employee is unable to fulfil the inherent requirements of their position, the employment of the employee may be terminated.</p> <p>14.6 Failure to abide by the above may lead to disciplinary action which, depending on the circumstances, may include termination of employment.</p>	
<p><i>No equivalent provision.</i></p>	<p><b>15 CONFIDENTIAL INFORMATION</b></p> <p>15.1 In the course of performing duties, employees may acquire or have access to confidential information.</p> <p>15.2 Confidential information includes any information or data, whether in written, verbal or electronic form, relating to the business or activities of the Employer, including, but not limited to, non-disclosure agreements signed by the Employer with customers, information about the Employer's customers and suppliers; financial, marketing, administrative and personnel information; sales figures; expense budgets; wage and salary structures; product information; know-how, trade secrets, reports, plans, proposals or other information that is commercially sensitive or not generally known to the public.</p> <p>15.3 Employees must not disclose, exploit or use confidential information unless they do so in the course of properly performing their duties, or they have permission from the Employer.</p>	<p>The Proposed Agreement does not have any comparable terms.</p>