

Comparison of the Proposed Agreement and *WesTrac Pty Ltd Western Australian Service Operations Enterprise Agreement 2019*

Purpose

The table below summarises and explains the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) as compared with the *WesTrac Pty Ltd Western Australian Service Operations Enterprise Agreement 2019* (**WesTrac Agreement**). The table below is intended to assist in understanding how the conditions contained in the WesTrac 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	WesTrac Agreement	Additional comments on differences
<p>1. TITLE</p> <p>This agreement will be known as the <i>Operations Services Maintenance Agreement</i> ("Agreement").</p>	<p>1. TITLE</p> <p>This Agreement shall be known as the WesTrac Pty Ltd (Western Australian Service Operations) Enterprise Agreement 2019</p>	
<p>2. COVERAGE</p> <p>2.1 This Agreement shall cover:</p> <p>(a) OS ACPM Pty Ltd (ACN 623 848 895) ("the Company"); and</p> <p>(b) Employees of the Company employed in the classifications set out in clause 6.6 of this Agreement who undertake maintenance activities on a mining operation ("Employees"). "Mining operation" in this clause includes Port operations in Western Australia which service mining operations.</p>	<p>4. PARTIES BOUND AND APPLICATION</p> <p>a) This Agreement shall be binding on:</p> <p>I. the Employer and Employees; and</p> <p>II. the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union ("AFMEPKIU") and its officers employees and members, where it applies to the Fair Work Commission to be covered by the agreement.</p> <p>[...]</p> <p>Employees means Employees of the Employer employed in Western Australia who:</p> <p>a) are covered by the classifications contained in Appendix A-Classification Structure and Base Rates of Pay; and</p> <p>b) are employed within the Western Australian Service Operations of the Employer.</p> <p>Employer means WesTrac Pty Ltd (ACN 009 342 572).</p>	<p>The Proposed Agreement only covers maintenance employees. The WesTrac Agreement covers a broader range of classifications.</p>
<p>3. RELATIONSHIP WITH OTHER INSTRUMENTS AND THE NATIONAL EMPLOYMENT STANDARDS</p> <p>3.1 Subject to clauses 14, 16, 17 and 25 of this Agreement, it does not incorporate the Company's policies or procedures (notwithstanding any references to any policies or procedures in this Agreement).</p> <p>3.2 While this Agreement operates in relation to an Employee, no other industrial instrument shall have effect in relation to the Employee.</p> <p>3.3 The National Employment Standards ("NES") apply to all Employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this Agreement, the NES will apply and the clause of this Agreement will not apply, except to the extent that the clause of the Agreement provides for a more beneficial outcome for Employees than the NES.</p>	<p>4. PARTIES BOUND AND APPLICATION</p> <p>[...]</p> <p>b) This Agreement operates to the exclusion of any Modern Award which may otherwise cover the Employer and its Employees.</p> <p>c) This Agreement regulates all terms and conditions of employment and operates to the exclusion of any prior Enterprise Agreement which previously covered the Employer and its Employees</p> <p>19. WORKPLACE POLICY AND PROCEDURE</p> <p>a) All Employees are required to adhere to the Employers policies and procedures, as implemented by the Employer.</p> <p>b) The Employer reserves the right to make alterations to policy and procedures to meet the requirements of the business.</p>	<p>The Proposed Agreement includes a NES precedence clause. If the WesTrac Agreement applied, it does not contain a NES precedence term, however the NES still provides the minimum for employees covered by the WesTrac 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). The WesTrac Agreement does incorporate policies into the agreement, but provides that in some circumstances consultation about changes to policies must occur.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>Where a change in policy or procedure is likely to have a significant impact on an Employee or group of Employees, the steps outlined in clause 17 must be adhered to.</p> <p>c) The Employers policies and procedures can be located on the intranet through the Document Management System, located on the home page of the intranet.</p> <p>d) Employer policies and procedures are not incorporated into the Agreement.</p>	
<p>4. TERM OF AGREEMENT</p> <p>4.1 This Agreement will commence operating seven days after the Agreement is approved by the Fair Work Commission ("FWC").</p> <p>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>5. COMMENCEMENT AND DURATION OF AGREEMENT</p> <p>a) The Agreement will come into operation in the first full pay period commencing on or after 7 days have elapsed from the date this Agreement is approved by the Fair Work Commission.</p> <p>b) The Agreement will nominally expire 01 April 2022.</p> <p>c) The parties will make reasonable efforts to commence negotiations for a replacement agreement six months before the expiry of this Agreement.</p> <p>d) The terms and conditions contained within the Agreement will continue to operate after the nominal expiry date until such time as the Agreement is terminated, varied by agreement or replaced in accordance with the provisions of the FW Act.</p> <p>e) Employees nominated to participate in the negotiation of a replacement Agreement will be provided sufficient time to access the Employees they represent, prior to any negotiation meeting, to prepare for agenda items. Following the meeting they will also be provided with appropriate time to report back, where necessary, on issues discussed. The time provided to the Employee representative must be reasonable when taking into consideration the operational requirements of the Employer.</p>	<p>The nominal term of the WesTrac Agreement has passed the nominal expiry date. If the Proposed Agreement is approved by the FWC, it will replace the WesTrac Agreement and it will not apply again.</p>
<p>5. TYPE OF EMPLOYMENT</p> <p>5.1 Employees may be engaged under this Agreement as Full Time Employees or Part Time Employees.</p> <p>5.2 A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows:</p> <p>(a) in the case of an Employee to whom the <i>Black Coal Mining Industry Award 2020</i> would have applied but for the operation of this Agreement- an average of 35 ordinary hours per week, averaged over their roster cycle; or</p>	<p>10. TYPES OF EMPLOYMENT</p> <p>10.1. Full-time Employment</p> <p>a) A full-time Employee is one who is engaged to work no less than an average of 38 ordinary weekly hours.</p> <p>10.2. Part-time Employment</p> <p>a) A part-time Employee is one who:</p> <p style="padding-left: 40px;">I. works less than the full-time hours of an average of 38 ordinary weekly hours;</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 WesTrac Agreement applied it provides for 38 ordinary weekly hours for a full-time employee.</p> <p>The Proposed Agreement has specific provisions for fixed term or specified task</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>(b) in the case of any other Employee – an average of 38 ordinary hours per week, averaged over a six month period.</p> <p>5.3 A Part Time Employee is an Employee who:</p> <p>(a) is employed to work less than the following number of ordinary hours per week:</p> <p>(i) in the case of an Employee to whom the <i>Black Coal Mining Industry Award 2020</i> would have applied but for the operation of this Agreement – an average of 35 ordinary hours per week, averaged over their roster cycle; or</p> <p>(ii) in the case of any other Employee – an average of 38 ordinary hours per week, averaged over a six month period;</p> <p>(b) has reasonably predictable hours of work; and</p> <p>(c) receives, on a pro rata basis, equivalent pay and conditions to those of Full Time Employees who do the same kind of work.</p>	<p>II. has reasonably predictable hours of work; and</p> <p>III. receives on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered under this Agreement.</p> <p>b) At the time of being employed, the employer and the regular part-time employee will agree in writing on the following:</p> <p>I. the hours worked each day;</p> <p>II. which days of the week the employee will work;</p> <p>III. the actual starting and finishing times each day;</p> <p>IV. that any variation must be in writing; and</p> <p>V. the duration of meal breaks.</p> <p>10.3. Casual Employment</p> <p>a) A casual Employee is one who:</p> <p>I. is engaged in writing and paid as such;</p> <p>II. receives the appropriate Base Hourly Rate of Pay plus a 25.00% casual loading, in lieu of entitlements normally provided to a permanent Employee, such as access to paid leave.</p>	<p>engagements. The WesTrac Agreement does not.</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>b) An Employee engaged as a casual on a continuous basis, on a consistent roster pattern, for six months is entitled to request that they be provided a full-time or part-time offer of employment dependant on the continuous roster pattern worked).</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>c) Any continuous period of service served as a casual Employee will be counted towards the length of the Employees probationary period, should they transfer to a part-time or full-time employment arrangement.</p>	
<p>5.6 Employees may be engaged for a fixed term or specified task. Such Employees are not entitled to notice of termination or redundancy pay on expiry of the fixed term or completion of the specified task, unless required by the <i>Fair Work Act 2009</i> (Cth) (“FW Act”).</p>	<p>d) There is no intention from the Employer to engage multiple casual Employees in what would otherwise be considered a part-time or full-time position, in an effort to avoid the requirements of 10.3.b.</p> <p>10.4. Apprentices</p> <p>a) The Agreement will apply to apprentices subject to the provisions of the applicable contract of apprenticeship or training agreement operating under Federal, State or Territory apprenticeship or training legislation.</p>	

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	b) Apprentices in their 1st year and 2nd year shall take Annual Leave as directed by the Employer in line with operational requirements. Applications for Annual Leave submitted outside of these periods will still be considered.	
<p>6. DUTIES</p> <p>6.1 Employees are required to undertake all duties as reasonably directed by the Company that are within their skill and competence and, where required by law, authorised, and in accordance with safe working practices.</p> <p>6.2 Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company and will teach work skills to others as required.</p> <p>6.3 Notwithstanding anything to the contrary in a contract of employment, all Employees covered by this Agreement are employed to work at deployments within a hub as directed by the Company from time to time. The relevant hubs are:</p> <p>(a) Queensland Hub which includes all mining operations in Queensland at which the Company provides services now or in the future;</p> <p>(b) Western Australia Hub which includes all mining operations in Western Australia at which the Company provides services now or in the future;</p> <p>(c) South Australia Hub which includes all mining operations in South Australia at which the Company provides services now or in the future; and</p> <p>(d) Any other region the Company designates as a new hub in the future.</p> <p>6.4 At least 14 days' notice, unless otherwise agreed between the Company and the Employee concerned, will be provided where an Employee is required by the Company to change deployment within their hub. Terms and conditions of 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>18. EMPLOYEE DUTIES</p> <p>a) The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the employee is competent to use such tools and equipment and provided that any such direction is not inconsistent with the Employer's responsibility to provide a safe and healthy working environment.</p> <p>b) Unless reasonably refused by the Employee, the Employer may require the Employee to undertake training aimed at maintaining, enhancing or broadening their work skills and work performance.</p> <p>c) During the Employment, Employees are required to:</p> <p>I. devote the whole of their time, attention and skills, during hours at work, to the performance of their duties;</p> <p>II. perform their duties to the standard required by the Employer;</p> <p>III. work in a safe manner at all times and take all necessary steps to reduce the risk of harm to themselves, others and the environment;</p> <p>IV. act honestly, faithfully, and diligently in the performance of their duties;</p> <p>V. comply with any and all lawful and reasonable directions given by the Employer or its delegates;</p> <p>VI. comply with the policies and procedures set out in written directions or such other documents issued or notified to the Employee by the Employer (as amended, replaced or updated). The Employer shall endeavour to advise Employees of significant changes made to Employer policies and procedures. Copies of all Employer policies and procedures can be obtained from Human Resources or on the Employers Document Management System (DMS);</p> <p>VII. present for work in a professional and businesslike manner and, where required, in the uniform provided by the Employer;</p>	<p>If the WesTrac Agreement applied, Employees who do not attend for work when required will not be paid for the time that they did not attend or did not perform that work. There is no similar provision in the Proposed Agreement and the common law would apply.</p> <p>The Proposed Agreement provides that:</p> <ul style="list-style-type: none"> • all Employees covered by the Proposed Agreement are employed to work at deployments within a hub as directed by the Company from time to time; • transfer between hubs will be made only with agreement with the Employee; • unless otherwise agreed, 14 days' notice will be given where an Employee is required to change deployment within their hub. <p>The WesTrac Agreement provides no terms regarding transferring employees, outside of their location allowance entitlements.</p>

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	<p>VIII. properly wear and use all personal protective equipment and protective clothing provided by the Employer while performing their duties;</p> <p>IX. apply the highest standards of integrity and confidentiality to ensure the Employer's business and activities are properly protected;</p> <p>X. allow the Employer or its delegate on reasonable grounds, to inspect any bag, container, vehicle or personal property that the Employee brings onto the Employer's premises;</p> <p>XI. advise the Employer if they lose or have restrictions imposed on their driver's license;</p> <p>XII. provide, at the Employer's request, a suitable record of their driving history from the applicable government authority at least once every two years. Any such request made by the Employer shall be at the Employer's expense;</p> <p>XIII. provide information to the Employer should a breach of safety, integrity or good faith, or misconduct, be observed or be known in relation to another Employee, contractor, supplier or agent acting for the Employer;</p> <p>XIV. take any other medical tests or examinations that the Employer may reasonably require, and authorise the examining doctor to release to the Employer the results of the test or examination. Any such request made by the Employer shall be at the Employer's expense;</p> <p>XV. inform their supervisor of any prescribed medication that they are required to take that may affect their performance or conduct</p> <p>XVI. not bring any alcoholic beverages or illicit drugs to work;</p> <p>XVII. not attend work with alcohol or illicit drugs in the system (in excess of Australian Standards) as per Employer policy;</p> <p>XVIII. undertake technical and all other training as directed, unless reasonably refused by the employee;</p>	

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	<p>XIX. act in the best interests of the Employer and not do anything to damage the reputation of the Employer or bring the Employer into disrepute: and</p> <p>XX. not, in any capacity, engage in, be concerned with or have a financial interest in any activity that:</p> <ul style="list-style-type: none"> i. competes with, conflicts with, or detracts from, the Employer's business or the business of any Group Company; or ii. interferes with the proper performance of their duties, without the prior written authorisation from the General Manager - Human Resources, <p>56. ABSENCE FROM WORK</p> <p>a) The Employer shall be under no obligation to pay for any day not worked upon which the Employee is required to present for duty, except for authorised absences from work for which the Employee has an entitlement to be paid pursuant to this Agreement, or beyond the control of the employee which will be assessed by the Employer on a case by case basis</p>											
<p>6.6 Employees will be placed in one of the following classifications:</p> <table border="1" data-bbox="112 842 851 1337"> <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>14. PERFORMANCE REVIEW</p> <p>a) All Employees will receive an annual performance review, at a time determined by the Employer for all Employees covered under the Agreement.</p> <p>b) The performance review will be an evaluation of each Employee's performance, skills and competencies attained and the utilisation of those skills and competencies.</p> <ul style="list-style-type: none"> I. The performance review assessment will be undertaken with the use of a performance review tool. <ul style="list-style-type: none"> i. From time to time the performance review tool may require altering. The Employer reserves the right to alter this tool following consultation with the Employee group, through the Steering Committee. <p>c) A determination will be made as a result of the performance review as to the classification level as to which an Employee shall be covered.</p> <ul style="list-style-type: none"> I. The performance review may or may not result in an increase in classification level. 	<p>As noted above, the classifications in the WesTrac Agreement are not restricted to maintenance work.</p> <p>Grandfathered provisions relating to wages and clarification for Wages employees are appended to the WesTrac Agreement. Please refer to these provisions at the bottom of this table.</p>
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	<p>II. An Employee may only be eligible for one classification level increase within a 12-month period, unless otherwise approved by the General Manager. An Employee may not be reclassified to a lower level unless mutually agreed.</p> <p>III. Where an Employee disputes their performance review outcome, they may follow the dispute resolution procedure outlined within the Agreement.</p> <p><i>[Note: only maintenance classifications are reproduced]</i></p> <p>Appendix A - Classification Structure and Base Rates of Pay</p> <p>68. CLASSIFICATION STRUCTURE AND BASE RATES OF PAY</p> <p>a) The classification structure and associated Base Rates of Pay for Employees are outlined below:</p> <table border="1" data-bbox="904 683 1585 1458"> <thead> <tr> <th>Classification</th> <th>Classification level</th> <th>Base Hourly Rate of Pay under Previous Agreement</th> <th>Base Hourly Rate of Pay at commencement of Agreement</th> <th>Base Hourly Rate of Pay at January 2020</th> <th>Base Hourly Rate of Pay at 2021</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Apprentice Tradesperson</td> <td>1st year</td> <td>\$14.44</td> <td>\$15.40</td> <td>\$15.86</td> <td>\$16.34</td> </tr> <tr> <td>2nd year</td> <td>\$18.91</td> <td>\$19.48</td> <td>\$20.06</td> <td>\$20.66</td> </tr> <tr> <td>3rd Year</td> <td>\$25.80</td> <td>\$26.57</td> <td>\$27.37</td> <td>\$28.19</td> </tr> <tr> <td>4th Year</td> <td>\$30.27</td> <td>\$31.18</td> <td>\$32.11</td> <td>\$33.08</td> </tr> <tr> <td rowspan="3">Mature Age Apprentice Tradesperson</td> <td>1st and 2nd Year</td> <td>\$23.26</td> <td>\$23.96</td> <td>\$24.68</td> <td>\$25.42</td> </tr> <tr> <td>3rd Year</td> <td>\$25.80</td> <td>\$26.57</td> <td>\$27.37</td> <td>\$28.19</td> </tr> <tr> <td>4th Year</td> <td>\$30.27</td> <td>\$31.18</td> <td>\$32.11</td> <td>\$33.08</td> </tr> <tr> <td rowspan="4">Trainee</td> <td>Year 1, under 21</td> <td>\$19.00</td> <td>\$20.50</td> <td>\$21.12</td> <td>\$21.75</td> </tr> <tr> <td>Year 1, > 21, no mechanical or automotive experience</td> <td>\$22.10</td> <td>\$22.76</td> <td>\$23.45</td> <td>\$24.15</td> </tr> <tr> <td>Year 1, > 21, trade experience in mechanical or automotive field</td> <td>\$23.94</td> <td>\$24.66</td> <td>\$25.40</td> <td>\$26.16</td> </tr> <tr> <td>Year 1, > 21, holds trade papers in</td> <td>\$25.77</td> <td>\$26.54</td> <td>\$27.34</td> <td>\$28.16</td> </tr> </tbody> </table>	Classification	Classification level	Base Hourly Rate of Pay under Previous Agreement	Base Hourly Rate of Pay at commencement of Agreement	Base Hourly Rate of Pay at January 2020	Base Hourly Rate of Pay at 2021	Apprentice Tradesperson	1 st year	\$14.44	\$15.40	\$15.86	\$16.34	2 nd year	\$18.91	\$19.48	\$20.06	\$20.66	3 rd Year	\$25.80	\$26.57	\$27.37	\$28.19	4 th Year	\$30.27	\$31.18	\$32.11	\$33.08	Mature Age Apprentice Tradesperson	1 st and 2 nd Year	\$23.26	\$23.96	\$24.68	\$25.42	3 rd Year	\$25.80	\$26.57	\$27.37	\$28.19	4 th Year	\$30.27	\$31.18	\$32.11	\$33.08	Trainee	Year 1, under 21	\$19.00	\$20.50	\$21.12	\$21.75	Year 1, > 21, no mechanical or automotive experience	\$22.10	\$22.76	\$23.45	\$24.15	Year 1, > 21, trade experience in mechanical or automotive field	\$23.94	\$24.66	\$25.40	\$26.16	Year 1, > 21, holds trade papers in	\$25.77	\$26.54	\$27.34	\$28.16	
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	mechanical or parallel industry											
	Year 2, under 21	\$20.14	\$21.00	\$21.63	\$22.28							
	Year 2, > 21	\$24.97	\$25.72	\$26.49	\$27.29							
	Year 2, > 21	\$27.04	\$27.85	\$28.49	\$29.55							
	Year 2, > 21	\$29.11	\$29.98	\$30.88	\$31.81							
	Graduate trainee	Base	\$34.39	\$35.42	\$36.48	\$37.58						
		Step 1	\$36.13	\$37.21	\$38.33	\$39.48						
		Step 2	\$37.01	\$38.12	\$39.26	\$40.44						
		Step 3	\$37.90	\$39.04	\$40.21	\$41.41						
		Step 4	\$38.78	\$39.04	\$41.14	\$42.38						
		Step 5	\$39.66	\$40.85	\$42.08	\$43.34						
	Crane Driver	Step 1	\$32.31	\$33.28	\$34.28	\$35.31						
		Step 2	\$33.54	\$34.55	\$25.58	\$36.65						
		Step 3	\$34.77	\$35.81	\$36.89	\$37.99						
		Step 4	\$35.99	\$37.07	\$38.18	\$39.33						
		Step 5	\$37.20	\$38.32	\$39.47	\$40.65						
		Step 6	\$38.43	\$39.58	\$40.77	\$41.99						
	Qualified tradesperson:	Base	\$34.39	\$35.42	\$36.48	\$37.58						
	Plant Mechanic, Fitter Machinist, First Class Machinist, Automotive Electrician, HV Electrician, Product Support Adviser, and Boilermaker Welder etc	Step 1	\$36.13	\$37.21	\$38.33	\$39.48						
		Step 2	\$37.01	\$38.12	\$39.26	\$40.44						
		Step 3	\$37.90	\$39.04	\$40.21	\$41.41						
		Step 4	\$38.78	\$39.94	\$41.14	\$42.38						
		Step 5	\$39.66	\$40.85	\$42.08	\$43.34						
		Step 6	\$40.54	\$41.76	\$43.01	\$44.30						
		Step 7	\$41.42	\$42.66	\$43.94	\$45.26						
	Step 8	\$42.31	\$43.58	\$44.89	\$46.23							
	Step 9	\$43.18	\$44.48	\$45.81	\$47.18							
	Step 10	\$43.91	\$45.23	\$46.58	\$47.98							
Service Person,	Step 1	\$27.36	\$28.18	\$29.03	\$29.90							

Proposed Agreement		WesTrac Agreement					Additional comments on differences						
		Calibrations Officer, Track Press Operator, HVOF Operator, Forklift and Truck Driver, Trade Assisntnace, Maintenance, Toolstone Person an NDT Technicians	Step 2	\$29.70	\$30.59	\$31.51	\$32.45						
			Step 3	\$31.31	\$32.25	\$33.22	\$34.21						
			Step 4	\$32.90	\$33.89	\$34.90	\$35.95						
			Step 5	\$34.51	\$35.55	\$36.61	\$37.71						
			Step 6	\$36.12	\$37.20	\$38.32	\$39.47						
			Step 7	\$38.78	\$39.94	\$41.14	\$42.38						
7.	REMUNERATION		12. CLASSIFICATION STRUCTURE AND BASE RATES OF PAY					Under the Proposed Agreement, the Annual Salary is contained in an Employee's contract of employment as varied from time to time and:					
7.1	Employees will be paid an annual fixed cash reward for their roster (" Annual Salary ").		a) The Classification Structure and Base Hourly Rates of Pay associated to various positions covered by the Agreement are outlined in Appendix A - Classification Structure and Base Rates of Pay.					<ul style="list-style-type: none"> will not decrease unless there is a change of position or roster with a lower salary; will not be less than the Above Award Guarantee under the Proposed Agreement, which is calculated using the formula set out in Appendix 1; will increase by a total of at least 4% of the Annual Salary paid to the Employee, inclusive of any increase to Annual Salary due to an increase in the Above Award Guarantee following the FWC's annual wage review and the Company's annual reward review process. 					
7.2	The Annual Salary includes compensation for:		b) At the commencement of the Agreement the Base Hourly Rates of Pay an Employee received under the Previous Agreement will increase by 3.00%. These changes are reflected in the Base Rates of Pay at Commencement of Agreement column within Appendix A- Classification Structure and Base Rates of Pay.										
	(a) all allowances (unless otherwise prescribed by this Agreement), disabilities, skills; and		I. Base Hourly Rates of Pay will increase by 3.00% as of the first full pay period after 01 January 2020. This increase is outlined within Appendix A- Classification Structure and Base Rates of Pay. In the event that the Agreement commences after 01 January 2020 this increase will be applied at the commencement of the Agreement.										
	(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.		II. Base Hourly Rates of Pay will increase by 3.00% as of the first full pay period after 01 January 2021. This increase is outlined within Appendix A- Classification Structure and Base Rates of Pay					The WesTrac Agreement provides for base hourly rates in Appendix A to the Agreement, and also provides a range of increased shift penalties, overtime and allowance payments that are discussed separately in this comparison table.					
7.3	The Annual Salary is set out in the Employee's contract of employment, as amended from time to time. The commencement of this Agreement does not have the effect of reducing the Annual Salary payable to any Employee under their contract of employment for their roster and in operation immediately prior to commencement of this Agreement. During the term of this Agreement, an Employee's Annual Salary:		49. SHIFT WORK										
	(a) will not be reduced, unless the Employee changes to a roster or a position with a different Annual Salary; and		a) Where an Employees Standard Roster requires that they work:										
	(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;												

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>(c) between 1 July and 15 September each year, will increase by a total of at least 4% on the Annual Salary paid to the Employee for their roster position on 30 June of that year inclusive of:</p> <p>(i) any increase to Annual Salary required due to an increase in the Above Award Guarantee following the Fair Work Commission's annual wage review (usually effective 1 July); and</p> <p>(ii) the outcome of the Company's annual reward review process (effective in September).</p> <p>7.4 For the avoidance of doubt the 4% total increase each year is a minimum for an individual employee and not a maximum. A higher increase may be paid to individual employees:</p> <p>(a) based on the Company's assessment of individual performance of any employee;</p> <p>(b) where required to meet the Above Award Guarantee.</p> <p>7.5 The minimum Annual Salary payable under this Agreement to an Employee for working any roster will be not less than the Above Award Guarantee. An Employee's Annual Salary may be higher than required by the Above Award Guarantee.</p> <p>7.6 For the purposes of this Agreement:</p> <p>(a) subject to clause 7.9, the "Above Award Guarantee" is a guarantee that the Annual Salary payable to every Employee will be at least the amount calculated, using the relevant modern award rates and the additional 5% loading, in accordance with Appendix 1;</p> <p>(b) the "relevant modern award" in relation to any Employee is the modern award that would have applied to that Employee if this Agreement did not apply to that Employee.</p> <p>7.7 The Company will notify Employees of the Above Award Guarantee for their roster:</p> <p>(a) on commencement of employment;</p> <p>(b) on any change of roster or position; and</p> <p>(c) between 1 and 15 July each year.</p>	<p>I. An afternoon shift they will be eligible to receive a 20.00% shift penalty loading applied to the Employees Ordinary Hourly Rate of Pay for all hours worked during that shift.</p> <p>II. A night shift they will be eligible to receive a 25.00% shift penalty loading applied to the Employees Ordinary Hourly Rate of Pay for all hours worked during that shift.</p> <p>b) The relevant shift loading is dependent on the Employees Standard Roster meeting the criteria of 49.f.II or 49.f.111, and does not take into account hours worked in addition to that Standard Roster.</p> <p>c) Where an Employee is temporarily requested to work a shift other than the shift they are rostered to work, as part of their Standard Roster, they will receive the higher applicable shift penalty, i.e.:</p> <p>I. where an employee is rostered to work a night shift and is requested to work an afternoon or day shift they shall receive the night shift allowance for the hours worked during that shift.</p> <p>II. where an Employee is rostered to work a day shift and is required to work an afternoon or night shift they will receive the applicable shift penalty rate for the hours worked during that shift.</p> <p>d) Shift penalty rates do not apply where the Employee is absent from work for any reason.</p> <p>e) Employees who at the commencement of the Agreement receive a 15% built in shift penalty rate paid on all hours, will continue to receive that rate. Where the Employee changes location of work or no longer works a roster, which includes an even time shift roster, their eligibility to receive the 15% shift penalty rate will be effected.</p> <p>f) For the purposes of this clause:</p> <p>I. Day Shift means a shift, which forms part of the Employees Standard Roster, commencing after 05:00am and finishing prior to 07:30pm</p> <p>II. Afternoon shift means a shift, which forms part of the Employees Standard Roster, finishing after 07:30pm and at or prior to midnight.</p> <p>III. Night shift means a shift, which forms part of the</p>	

Proposed Agreement		WesTrac Agreement		Additional comments on differences																
7.8	<p>For the purpose of calculating an Employee's Above Award Guarantee under this Agreement,</p> <p>(a) The calculation will be based on the assumptions and formula in Appendix 1;</p> <p>(b) the minimum modern award pay level for Trades and Non-Trades employees upon which an individual Employee's Above Award Guarantee will be calculated under Appendix 1 is as follows:</p> <table border="1" data-bbox="176 461 848 1445"> <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 rowspan="2">Trades</td> <td>All tradespersons principally performing work on Light Vehicle maintenance and repairs</td> <td>Mine Worker - Advanced</td> <td>Level 6</td> </tr> <tr> <td>Other tradespersons 0-2 years trade qualified experienc</td> <td>Mine Worker - Advanced</td> <td>Level 6</td> </tr> </tbody> </table>	Agreement classification of Employee		Minimum award pay level		<i>Black Coal Mining Industry Award covered employees</i>	<i>Mining Industry Award covered Employees</i>	Non Trades		Mine Worker	Level 4	Trades	All tradespersons principally performing work on Light Vehicle maintenance and repairs	Mine Worker - Advanced	Level 6	Other tradespersons 0-2 years trade qualified experienc	Mine Worker - Advanced	Level 6	<p>Employees Standard Roster, commencing after noon and finishing after midnight.</p> <p>Appendix 1 [See extract of rates in row above]</p>	
Agreement classification of Employee				Minimum award pay level																
		<i>Black Coal Mining Industry Award covered employees</i>	<i>Mining Industry Award covered Employees</i>																	
Non Trades		Mine Worker	Level 4																	
Trades	All tradespersons principally performing work on Light Vehicle maintenance and repairs	Mine Worker - Advanced	Level 6																	
	Other tradespersons 0-2 years trade qualified experienc	Mine Worker - Advanced	Level 6																	

Proposed Agreement				WesTrac Agreement	Additional comments on differences
	e				
	Other tradespersons after 2 years trade qualified experience	Mine Worker - Specialised	Level 7		
(c)	This clause 7.8 does not apply to Apprentices and Trainees. The Above Award Guarantee for Apprentices and Trainees will be based on the minimum modern award pay rate appropriate to their year of apprenticeship or traineeship.				
7.9	Un-rostered overtime (a) Any un-rostered overtime worked by Employees will be paid at: (i) other than on public holidays, at double the Above Award Guarantee hourly roster rate for each hour of un-rostered overtime; and (ii) on public holidays, at triple the Above Award Guarantee hourly roster rate for each hour of un-rostered overtime. (b) The Above Award Guarantee hourly roster rate for the purpose of calculating the un-rostered overtime rate will not be less than the rate calculated by dividing the Above Award Guarantee that is payable for the Employee's roster by the number of rostered hours per annum for the Employee's roster. The commencement of this Agreement does not have the effect of reducing the un-rostered overtime rate currently paid to any Employee for their roster and in operation immediately prior to commencement of this Agreement. (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.			48.1. Full Time Employees a) Where a full-time Employee works outside of their Standard Roster and meets the requirement of clause 48.1.b, or 48.1.c the Employee will be eligible to receive an additional 50.00% overtime penalty loading (time and a half) applied to their Ordinary Hourly Rate of Pay. b) The average hours of the Employee's Standard Roster, plus the additional hours worked outside of an Employees Standard Roster, must exceed 50 hours in a week before the overtime penalty rate is eligible to be paid on a rostered day. Examples of overtime application are provided below: I. An Employee engaged on a 7 days on, 7 days off roster, working 12 hours per shift: i. averages 42 hours per week as part of the Employees Standard Roster; and ii. will receive overtime on a rostered day once they have worked 8 hours outside of their Standard Roster in any given week. II. An Employee engaged on a 2 weeks on, 1 week off roster, working 12 hours per shift: i. averages 56 hours per week as part of the Employees Standard Roster; and ii. will receive overtime on a rostered day	Under the Proposed Agreement, where the Employee is required to work "un-rostered" overtime, they will be paid double the Above Award Guarantee hourly roster rate for un-rostered overtime and triple the hourly rate on public holidays. Rostered overtime is factored into the Above Award Guarantee at the relevant Award rates +5% under the Proposed Agreement. Under the WesTrac Agreement, overtime is generally paid at time and a half. Under the Proposed Agreement, a 10 hour break between shifts must be arranged where unrostered overtime is worked. Under the WesTrac Agreement, employees are entitled to be paid for their ordinary working hours where the requirement to take a 10-hour rest break restricts that employee from commencing their Standard Roster.

Proposed Agreement	WesTrac Agreement	Additional comments on differences
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.	once they work outside of their Standard Roster in any given week (as the average hours exceeds 50).	
7.11 In calculating overtime, each shift is to be treated separately.	<p>c) Where an employee works an additional day outside of their Standard Roster they are eligible to receive the overtime penalty rate for all hours worked on that additional day. The Additional Hours Roster that an Employee may be required to work is treated as an additional day worked for the purposes of this clause.</p> <p>48.2. Part-time and Casual Employees</p> <p>a) Where a Part-time or Casual Employee works outside of their agreed Standard Roster they will be eligible to receive an additional 50% overtime penalty loading (time and a half) applied to their Ordinary Hourly Rate of Pay.</p> <p>48.3. Absence from work and overtime</p> <p>a) Where an Employee takes any type of authorised paid absence from work, those hours will be treated as if worked for the purposes of 48.1 and 48.2.</p> <p>I. Authorised absence types include paid annual leave, paid personal leave, long service leave, paid community services leave, paid rest leave, Time in Lieu, RDO leave and paid compassionate leave.</p> <p>II. Where an Employee, who does not receive a Public Holiday allowance, is entitled to a day off on an observed Public Holiday in line with this Agreement, those hours shall be deemed an authorised paid absence from work.</p> <p>64. REST ABSENCE</p> <p>a) At times Employees may be asked to undertake work (due to call out, substitution of shift, etc.) where the requirement to take a 10-hour rest break restricts that Employee from commencing their Standard Roster. In these circumstances the Employee will be entitled to take the full 10-hour rest period and receive pay at the Employees Ordinary Hourly Rate of Pay for the hours they would have ordinarily have worked.</p> <p>I. Where the Employee would have ordinarily received an afternoon or night shift they will be entitled to receive that penalty loading.</p> <p>b) There may be occasions where due to a substitution of shift an Employee may lose a portion of their standard rest period (i.e. an employee rostered to work a day shift 5 and 2 roster,</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>Monday to Friday may finish their shift on Saturday morning at 6am, affecting their Saturday rest period). In some occurrences a customer will be charged a shift change payment in relation to this substitution of roster. In those circumstances the Employee will receive payment equivalent to the additional hours charged to the customer.</p> <p>c) This clause does not restrict an Employee and their manager coming to a mutual agreement to alter shift patterns to allow the Employee to take the required rest and complete a full shift the following day.</p>	
<p>7.12 Call back</p> <p>(a) An Employee who is recalled to work overtime after leaving the workplace (whether the Employee was notified before or after leaving the workplace) will be paid for at least four hours work at the rate under clause 7.9, for each time the Employee is recalled.</p> <p>(b) The provisions of sub-clause (a) do not apply in the following cases:</p> <p>(i) where it is customary for an Employee to return to the workplace to perform a specific job outside of the Employee's ordinary working hours; or</p> <p>(ii) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.</p> <p>(c) Overtime worked on a call back of less than four hours will not be regarded as overtime for the purposes of a rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p>	<p>36. ON CALL ALLOWANCE</p> <p>a) At times an Employee may be required to be on call outside of their normal rostered hours to attend to customer requirements. Where the Employee is on a structured call out roster;</p> <p style="padding-left: 40px;">I. from Monday afternoon until Thursday inclusive, the Employee will be entitled to an on call allowance of \$80.00 per week; or</p> <p style="padding-left: 40px;">II. from Friday until Monday morning, the Employee will be entitled to an on call allowance of \$100.00 per week.</p> <p>b) The on call allowance does not form part of the Employees Ordinary Hourly Rate of Pay.</p> <p>c) Field Service Employees are not entitled to receive an on call allowance, as the field service allowance compensates them for the requirement to be on call.</p> <p>51. CALL BACK PAYMENT</p> <p>a) Where an Employee, who is in receipt of the on call allowance outlined in clause 36, is called back to work on Employer premises after hours, the Employee will be entitled to a minimum shift of at least four hours at their Ordinary Hourly Rate of Pay for the time worked. An Employee can only receive this minimum shift entitlement to a maximum of twice within any given day.</p> <p style="padding-left: 40px;">I. Where the Employee is called back to work on Employer premises after hours which fall on a Public Holiday the Employee will be entitled to a minimum shift of at least four hours at the equivalent of double time and a half for the time worked.</p>	<p>Under the Proposed Agreement an Employee who is recalled to work overtime after leaving the workplace will be paid for at least four hours work at the overtime rate (double time, other than on public holidays when it is triple time). However, this does not apply where:</p> <ul style="list-style-type: none"> • 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 • where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time. <p>Under the WesTrac Agreement, employees may be placed on a call out roster and paid an on call allowance. If such an employee is called back after hours, they are entitled to a minimum shift of at least four hours at their ordinary hourly rate of pay for time worked. Call backs on public holidays are paid at double time and a half.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	b) On call rosters shall ensure consideration is given to fatigue in line with Employer Policy.	
<p>7.13 Where the Company directs an Employee to undertake training outside of the Employee's normal shift patterns, either:</p> <p>(a) The Employee will be given time off in lieu for the period of the training delivery; or</p> <p>(b) The Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.</p>	<p>54. TRAINING PAYMENT</p> <p>a) Where an Employee undertakes training on a day on which the Employee was rostered on, the Employee will be paid at their Ordinary Hourly Rate of Pay for either their Standard Roster, or the duration of the training; whichever is greater.</p> <p style="padding-left: 40px;">I. Training hours completed on a rostered day will be counted towards the overtime determinations outlined in clauses 48.1 and 48.2.</p> <p>b) If an Employee attends training on a day on which the Employee was not rostered on, the Employee will be paid at their Ordinary Hourly Rate of Pay for the duration of the training, or mutually agree on Flexible Hours arrangements with the Employer.</p> <p>I. Training hours completed on a non-rostered day will not be counted towards the overtime determinations outlined in clauses 48.1 and 48.2.</p>	<p>The Proposed Agreement provides for training on non-rostered days to be compensated for either through time off in lieu or payment at overtime rates. The WesTrac Agreement provides that such training will be paid either at the ordinary rate or flexible hours arrangements will be mutually agreed.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<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>11. PAYMENT OF WAGES</p> <p>a) Employees will be paid fortnightly, in full arrears for the hours worked in the previous fortnight.</p> <p>b) Payments will be paid by electronic funds transfer into a bank account of the Employee's choice.</p> <p>c) Subject to applicable law and with notification, Employees consent to the Employer deducting from the Employee's pay or allowances:</p> <p style="padding-left: 40px;">I. any overpayments as to pay, allowances or other entitlements made to the Employee,</p> <p style="padding-left: 40px;">II. any loans provided to the Employee by the Employer, and</p> <p style="padding-left: 40px;">III. at the time of termination, any excess leave taken over and above the Employee's entitlement.</p> <p>d) Where the Employee is underpaid the Employer will endeavour to rectify the underpayment in the Employees next standard pay.</p>	<p>Both Agreements provide for fortnightly pay and repayment of overpayments and deductions.</p>
<p>7.18 Without limiting clause 3.1, the Company has a policy that provides for accident pay and may be amended by the Company from time to time, provided that accident pay for any employee will not be less than the Employee would receive if an accident pay clause in a modern award applied to that Employee, but for this Agreement.</p>	<p>41. INCOME PROTECTION</p> <p>a) The entitlement to income protection will be in accordance with the Employer's policy at the time.</p>	<p>The Proposed Agreement provides that accident pay will be in accordance with Company policy, as amended from time to time.</p> <p>The WesTrac accordance with the employer's policy at the Agreement provides that income protection will be in time.</p>
<p>7.19 Electrical Licences</p> <p>Where the Company requires an Employee to obtain or maintain a HV Switching or State Electrical Licence, the Company will reimburse the Employee for:</p> <p>(a) the cost of the licence; and</p> <p>(b) the cost of any required training course that has been approved in advance by the Company.</p>	<p><i>No equivalent provision.</i></p>	<p>Under the Proposed Agreement, the cost of electrical licences will be reimbursed by the Company.</p> <p>Reimbursement of electrical licence cost is not provided for in the WesTrac Agreement.</p>
<p>8. SUPERANNUATION</p>	<p>42. SUPERANNUATION</p> <p>a) An Employee is able to choose their own superannuation</p>	<p>The Proposed Agreement provides for co-contributions in accordance with Company</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>8.1 Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. In the event the Employee does not elect a superannuation fund, superannuation will be paid to the Employee's stapled fund. If the Employee does not have a stapled fund, contributions are to be made by the Company to a default superannuation fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</p> <p>8.2 The Company's contribution on behalf of Employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i>, as varied from time to time.</p> <p>8.3 An Employee can request and the Company may agree that the Employee will forgo part of their Annual Salary otherwise payable under this Agreement in order to pay this amount into the Employee's nominated superannuation fund.</p> <p>8.4 Employee Superannuation Co-Contribution is offered at the discretion of the Company to participating Employees, who have completed a written election application, on the following conditions:</p> <p>(a) Subject to subclause (c), The Company may, at its discretion, review, vary or cease the Employee Co-Contribution Policy at any time. This includes where there are changes in Australian Taxation Office practice, tax rulings, legislation or legislative interpretation.</p> <p>(b) The Employee may cease Employee Co-Contribution at any time by 30 days' notice and submitting a completed election form.</p> <p>(c) The Company may cease Co-Contribution at any time by 30 days' notice.</p> <p>(d) Company and Employee Co-Contributions will cease during periods of unpaid leave unless otherwise agreed by the Company.</p> <p>(e) Company and Employee Co-Contributions are calculated in accordance with the Employee Co-Contribution Policy, as amended from time to time.</p> <p>(f) All contributions will only be paid into one superannuation fund for each Employee. Contributions made to and earnings received from a superannuation fund must be</p>	<p>fund in accordance with the Superannuation Legislation Amended (Choice of Superannuation Fund) Act 2005 (Cth).</p> <p>b) The Employer will make superannuation contributions on behalf of Employees to the Employer Default Superannuation Fund, or another complying fund at the Employee's election, in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth), any other relevant legislation and the Employer's Superannuation Policy, as amended or replaced as required.</p> <p>I. The Employer will adhere to the Employer maximum Superannuation Guarantee, where applicable.</p> <p>II. The Employer Default Superannuation Fund will offer a MySuper product.</p> <p>c) Employees who commenced employment at the Employer prior to 1 July 2005 may make superannuation contributions to the Employer Default Superannuation Fund via salary sacrifice arrangement. The minimum superannuation contribution that an Employee can make via salary sacrifice is 5.00% of their Base Hourly Rate of Pay. In such cases, the Employer will also match the Employee's contributions up to a maximum of 5.00% of the Employee's Base Hourly Rate of Pay.</p> <p>d) Employees seeking specific information on the benefits above are advised to obtain a copy of the Employer's policy document and/or contact the Human Resources Department</p>	<p>policy.</p> <p>Co-contributions are not provided for generally in the WesTrac Agreement, although co-contributions are available to employees who commenced prior to 1 July 2005. In addition, grandfathered provisions relating to superannuation for Terex employees are appended to the WesTrac Agreement. Please refer to these provisions at the bottom of this table.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>preserved in the fund until the Employee reaches preservation age or meet any other legislative and fund criteria allowing the release of superannuation benefits.</p> <p>(g) Company and Employee Co-Contributions will incur tax at the rate under the taxation legislation applicable at the time.</p>		
<p>9. HOURS OF WORK</p> <p>9.1 The Company expects that an Employee's work will usually be completed in their rostered hours. Employees may be required to work reasonable un-rostered overtime.</p> <p>9.2 A rostered shift includes shift handovers to be completed as directed at the start and end of the shift.</p> <p>9.3 An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.</p> <p>9.4 By working these hours, Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Annual Salary is calculated on the basis that Employees will work these hours.</p> <p>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>Part 4: Hours and Related Matters</p> <p>46. ORDINARY HOURS OF WORK</p> <p>a) Full time Employees may work 38 ordinary hours of work per week, averaged over the roster cycle, plus any reasonable additional hours necessary to complete their Standard Roster to which they are assigned, or as requested by the Employer.</p> <p>I. An Employee cannot be rostered to work in excess of 12 hours per day as part of their Standard Roster (exclusive of unpaid meal breaks).</p> <p>II. An Employee cannot be rostered to work in excess of 60 hours per week as part of their Standard Roster (exclusive of unpaid meal breaks), averaged over the roster cycle.</p> <p>III. The Employer cannot require an employee to work more than one in every four weekends as part of their Additional Hours Roster.</p> <p>IV. An Employee cannot be rostered to work in excess of 10 hours on an Additional Hours Roster.</p> <p>V. Nothing within this clause restricts the ability for the Employer to request an Employee work reasonable overtime in line with clause 48.</p> <p>b) Ordinary hours of work may be worked Monday to Sunday, 24 hours per day.</p> <p>I. Employees engaged on a 5 day on, 2 day off roster will work their Standard Roster Monday to Friday.</p> <p>i. Employees engaged on a 5 day on, 2 day off roster, in the Perth Metropolitan area, will not be requested to work in excess of 50 hours per week as part of their Standard Roster (exclusive of unpaid meal breaks) ..</p> <p>II. Part time and casual Employee's engaged under the Apprentice Tradesperson, Mature Age Apprentice</p>	<p>Under the Proposed Agreement unless the Company and the Employee agree otherwise, the Company must provide:</p> <ul style="list-style-type: none"> notice of one week if it changes the Employee's place on a roster, and notice of at least 7 days before it implements any change to the ordinary starting or finishing times on the roster or the starting and finishing places on a site unless there are operational reasons requiring a shorter notice period to be given, if the Employee is moving from a non-continuous day roster to a rotating continuous roster, 14 days' notice (not 7) is required. <p>While the WesTrac Agreement does not have the same provisions around roster changes and changes of starting and finishing times and places, it does have restrictions on maximum rostered hours per week.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<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>Tradesperson and Trainee classifications will complete ordinary hours Monday to Friday.</p> <p>III. Part-time and casual Employee's cannot have greater than 50% of their Standard Roster on either Saturday and/or Sunday.</p> <p>c) An Employees roster may be set by the Employer to meet operational needs.</p> <p>d) Where the Employer seeks to amend an Employee's roster, it must adhere to the terms of this Agreement.</p> <p>48. OVERTIME</p> <p>a) Employees agree to work a reasonable amount of overtime to meet the Employer's operational requirements. If this becomes necessary, the Employer will provide the Employee with as much notice as possible. However, the Employees acknowledge that the Employer may not be able to provide notice in the event of unusual events such as delays or urgent rectification work for clients.</p> <p>b) The Parties acknowledge and agree that working the additional hours is necessary and reasonable having regard to:</p> <ul style="list-style-type: none"> I. the Employer's operational requirements; II. contractual obligations with major customers of the Employer; III. the personal circumstances of an Employee, including family responsibilities; IV. OSH considerations; V. any risk to Employee's health and safety from working the additional hours; VI. whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours; VII. any notice given by the Employer of any request or requirement to work the additional hours; VIII. any notice given by the Employee of his or her intention to refuse to work the additional hours; IX. the usual patterns of work in the industry, or the part of an industry, in which the Employee works; 	

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	<p>X. the nature of the Employee's role, and the Employee's level of responsibility; and</p> <p>XI. any other relevant matter.</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>47. MEAL AND REST BREAKS</p> <p>a) An Employee is entitled to one unpaid meal break of 30 minutes for each shift.</p> <p>b) An Employee is also entitled to one paid tea break of 15 minutes per shift, to be taken at a time determined by the Employer.</p> <p>c) In the event of an Employee working a 12-hour shift, exclusive of an unpaid meal break, the Employee shall be entitled to an additional paid tea break of 15 minutes, to be taken at a time determined by the Employer.</p> <p>d) An Employee is entitled to a minimum of 10 hours rest after the completion of any shift.</p> <p>e) An Employee is entitled to rest day on the 14th day of work, except where the Employee's Standard Roster includes the requirement to work a continuous 14-day roster.</p>	<p>The Proposed Agreement provides for paid meal and rest breaks of 30 minutes for every 5 hours worked.</p> <p>The WesTrac Agreement provides for:</p> <ul style="list-style-type: none"> • unpaid meal breaks of 30 minutes each shift; • a paid break of 15 minutes per shift; • an additional paid break of 15 minutes for employees working 12 hour shifts.
<p>10. PUBLIC HOLIDAYS</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>33. PUBLIC HOLIDAY ALLOWANCE</p> <p>a) Where an Employee is engaged on a roster which regularly requires them to work on a public holiday, the Employer may elect to pay the Employee a public holiday allowance.</p> <p>b) The public holiday allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>c) Where an Employee does not receive a Public Holiday allowance, payment for work completed on a Public Holiday is outlined in clause 50.</p> <p>d) The public holiday allowance is calculated by:</p> <p style="margin-left: 40px;">I. estimating the number of public holidays that an Employee would be likely to work, as per their roster;</p> <p style="margin-left: 40px;">II. calculating the amount of money they would earn for working those public holidays, using the rate of pay outlined in clause 50; then</p> <p style="margin-left: 40px;">III. dividing that amount by the hours the employee is rostered to work to pay it as part of the Employees Ordinary Hourly Rate of Pay.</p>	<p>The Proposed Agreement contains additional provisions regarding public holiday work as compared with the WesTrac 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. The WesTrac Agreement includes provisions explaining how payments for public holidays will be made, but does not otherwise control how employees may be rostered to work on public holidays. Those matters are determined by the NES.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>(k) any additional day observed by the local community and gazetted at the place of work as a holiday</p> <p>(l) any day gazetted in addition or in lieu of one of these holidays.</p> <p>10.2 The Company provides continuous maintenance services to mining operations, and continues work across rosters for 24/7, 365/6 days a year shift coverage. It rosters shifts for all Employees and continues operating throughout public holiday periods to support safe and productive continuity of operations. As part of this Agreement:</p> <p>(a) The Company notifies Employees of their roster in advance, so Employees know:</p> <p>(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</p>	<p>50. PUBLIC HOLIDAY WORK</p> <p>a) Where an Employee's shift commences on a Public Holiday they will eligible to receive an additional 150.00% Public Holiday loading {double time and a half) applied to their Ordinary Hourly Rate of Pay for the hours worked on that shift.</p> <p>b) Where an Employee is rostered to work on a gazetted Public Holiday they are entitled to a paid absence. The Employee will receive the equivalent of their Ordinary Hourly Rate of Pay for the hours they were rostered to work on that day.</p> <p>c) Where a gazetted Public Holiday falls on a Saturday or Sunday, the Public Holiday will be observed on the next available weekday in substitution.</p> <p style="padding-left: 40px;">I. Where Christmas Day falls on a Saturday or Sunday, the Public Holiday will be observed on the next available weekday in addition.</p> <p>d) This entire clause does not apply where an Employee receives the Public Holiday allowance, as outlined in clause 33</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>accordance with the BHP Working Public Holidays Policy as amended from time to time.</p> <p>(f) This sub-clause does not apply to an Employee on a period of pre-approved leave on the public holiday.</p> <p>(g) No separate payment will be made where a public holiday falls during a non-rostered day.</p>		
<p>11. ANNUAL LEAVE</p> <p>11.1 Annual leave entitlements will be provided for in accordance with the NES.</p> <p>11.2 Employees are entitled to annual leave, in addition to the amount provided for in the NES, such that the Employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of service is a cumulative total of 5 weeks.</p> <p>11.3 An Employee who:</p> <p>(a) is a seven-day roster Employee (an Employee who over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or</p> <p>(b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,</p> <p>is a shiftworker for the purpose of the NES and entitled annually to an additional week of annual leave in addition to clause 11.2, being a cumulative total of 6 weeks.</p> <p>11.4 Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Annual Salary rate.</p> <p>11.5 An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave provided that:</p> <p>(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>57. ANNUAL LEAVE</p> <p>a) Full time Employees are entitled to four weeks' annual leave, for each year of service with the Employer, in accordance with the FW Act.</p> <p>I. For the purposes of this clause, a week is determined to be the average amount of hours an employee works per week, over their Standard Roster.</p> <p>b) Shift Workers and Project Support Employees are entitled to an additional one week of leave.</p> <p>c) A pro rata accrual entitlement will apply to part time Employees.</p> <p>d) When an Employee takes annual leave, or is paid out in accordance with this Agreement, they will be paid the equivalent instalments of their Ordinary Hourly Rate of Pay for the standard hours they were rostered to work during that period.</p> <p>- A subsequent undertaking given by the Company indicates that this clause (57(d)) will be taken to be read as follows: "<i>When an Employee takes annual leave, or is paid out in accordance with this Agreement, they will be paid the equivalent instalments of their Ordinary Hourly Rate of Pay for their Standard Rostered hours, being their Ordinary Hours of work, that they were rostered to work during that period.</i>"</p> <p>e) Annual leave accumulates from year to year. Where an Employee has a leave balance in excess of eight weeks, the Employer may direct the Employee to take leave the excess leave.</p> <p>f) An Employee will not accrue any annual leave during any unpaid or unauthorised absence from work.</p> <p>g) The Employer will take both an Employee's preferences and</p>	<p>Under the Proposed Agreement, all Employees receive 5 weeks of annual leave, and a shiftworker entitled to an additional week of annual leave (6 weeks total) is an Employee who:</p> <ul style="list-style-type: none"> over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays. <p>If the WesTrac Agreement applied, the minimum entitlement is to 4 weeks (rather than 5) of annual leave and a shiftworker is entitled to 5 weeks (rather than 6) of annual leave. A shiftworker for the additional week of annual leave under the WesTrac Agreement is defined as an Employee who is:</p> <ul style="list-style-type: none"> employed in an enterprise in which shifts are continuously rostered 24 hours a day, seven days a week, which includes day and night shift; regularly rostered to work those shifts; and regularly rostered to work on Sundays and public holidays.

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<p>11.6 The Company may shut down all or part of its operation for a particular period (Temporary Shutdown Period) and require affected Employees to take leave during that period provided:</p> <p>(a) unless a shorter period is agreed, the Company must give the affected Employees 28 days' written notice (or as soon as reasonably practicable for any Employee who is engaged after the notice is given to other Employees);</p> <p>(b) an affected Employee may elect to cover the temporary shutdown period by taking one, or a combination of two or more, of the following:</p> <p>(i) paid annual leave if the Employee has accrued an entitlement to such leave;</p> <p>(ii) leave without pay;</p> <p>(iii) if agreed by the Company, annual leave in advance;</p> <p>(c) if the Employee does not make an election, or leave in advance is not agreed, that covers the whole of the Temporary Shutdown Period, then the Company may reasonably direct the Employee in writing to take a period of paid annual leave to which the Employee has accrued an entitlement; and</p> <p>(d) if a temporary shutdown period includes a day or part-day that is a public holiday and would have been a working day for the Employee had the Employee not been on leave in accordance with this sub-clause, the Employee is taken not to be on leave on that day or part-day.</p>	<p>its operational requirements into account when determining when an Employee may take their accrued annual leave. Otherwise, accrued annual leave may be taken at any time by agreement between the Employer and the Employee.</p> <p>h) An Employee and the Employer may agree in writing that the Employer pay out an amount of an Employee's accrued annual leave entitlement in accordance with the FW Act, as long as:</p> <p>I. the Employee's balance of accrued annual leave after the pay out of annual leave entitlement is at least four weeks; and</p> <p>II. the Employee has taken at least two weeks annual leave within the past six months.</p> <p>i) Any annual leave forfeited and paid for under the cashing-out arrangement described in clause 57.h will represent the amount that the Employee would have received had the Employee taken the annual leave, and once paid out is deemed to have been taken.</p> <p>j) If the Employment ends, for whatever reason, the Employer will pay out the Employee's accrued but unused annual leave.</p> <p>k) Annual Leave purchasing arrangements of up to four weeks can be made in line with Employer Policy.</p> <p>l) An Employee may elect to take annual leave at half pay, as long as;</p> <p>I. The employees annual leave balance is less than four weeks at the time the leave will be taken.</p> <p>Shift Worker, for the purposes of the NES, shall mean an Employee who:</p> <p>a) is employed in an enterprise in which shifts are continuously rostered 24 hours a day, seven days a week, which includes day and night shift;</p> <p>b) is regularly rostered to work those shifts; and</p> <p>c) is regularly rostered to work on Sundays and public holidays.</p> <p>This definition is relevant to the annual leave provision prescribed within the Agreement.</p>	
<p>12. PERSONAL/CARER'S LEAVE</p>	<p>58. PERSONAL/CARERS LEAVE</p> <p>a) Full-time Employees will accrue 10 days of Personal/Carers</p>	<p>Under the Proposed Agreement untaken but accrued personal leave is to be paid out upon</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>12.1 Personal/carer's leave entitlement will be provided for in accordance with the NES and the relevant modern award, provided that:</p> <p>(a) Employees will be credited with their annual entitlement to personal/carer's leave under the NES and in accordance with the relevant modern award;</p> <p>(b) personal/carer's leave accruals for any Employee will not be less than the Employee would have received under a clause in a modern award that would have applied to that Employee but for this Agreement;</p> <p>(c) accrued but untaken personal/carer's leave will be paid out on termination of employment (except where the termination is a result of serious misconduct, or the Employee is within probation, or where personal/carer's leave transfers to a new employer) and is paid at the Employee's Annual Salary rate.</p> <p>(d) Personal/carer's leave is paid at an Employee's Annual Salary rate.</p>	<p>Leave for each year of service with the Employer.</p> <p>I. An Employee will accrue and take their personal leave based on the hours of work they are required to complete as part of their Standard Roster.</p> <p>b) A pro-rata accrual rate will apply to part-time Employees.</p> <p>c) Paid Personal/Carers Leave accumulates from year to year. However, Employees will not accrue personal leave during any unpaid or unauthorised absence from work..</p> <p>d) Employees must take Personal/Carers Leave in line with Employer Policy.</p> <p>e) Employees are not entitled to be paid for any unused Personal/Carer's Leave on termination of the Employment.</p> <p>f) Employees are not entitled to Personal/Carers Leave while receiving workers compensation benefits.</p> <p>g) Employees are also entitled to two days of unpaid Carers leave for each occasion that the Employee is required to care or support a member of their immediate family or household that is ill or injured or because of an unexpected emergency.</p> <p>h) In this clause, an immediate family member includes:</p> <p>I. a spouse (including de facto); or</p> <p>II. a parent or step-parent, grandparent, sister, brother, child, stepchild or grandchild of the Employee or Employees spouse.</p>	<p>termination (except in defined circumstances).</p> <p>If the WesTrac Agreement applied there is no payout of personal leave.</p>
<p>13. COMPASSIONATE LEAVE</p> <p>13.1 Compassionate leave entitlements will be provided for in accordance with the NES.</p> <p>13.2 Compassionate leave is paid at an Employee's Annual Salary rate.</p>	<p>60. COMPASSIONATE LEAVE</p> <p>a) Employees are entitled to a maximum of two days paid Compassionate Leave on each occasion when a member of the Employee's immediate family or household has a personal illness or injury that poses a serious threat to their life or dies, in accordance with the FW Act.</p> <p>b) Payment for Compassionate Leave may be subject to the Employee providing reasonable proof of the serious illness or injury or the death and the relationship of the person to the Employee.</p> <p>c) Casual Employees are entitled to unpaid Compassionate Leave in accordance with the FW Act.</p> <p>d) In this clause, an immediate family member includes:</p>	<p>Both Agreements provide for compassionate leave in accordance with the NES.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>I. a spouse (including de facto); or</p> <p>II. a parent or step-parent, grandparent, sister, brother, child, stepchild or grandchild of the Employee or Employees spouse.</p>	
<p>14. PARENTAL LEAVE</p> <p>14.1 Subject to clause 14.2, Employees are entitled to parental leave at least in accordance with the BHP Group Parental Leave Australia Policy, as amended from time to time.</p> <p>14.2 The entitlements under clause 14.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at commencement of the Agreement.</p>	<p>61. PARENTAL LEAVE</p> <p>a) Employees will be entitled to Parental Leave (and related entitlements) in accordance with Employer policy and the FW Act.</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 WesTrac Agreement applied, it provides for paid leave under the FW Act and employer policy.</p>
<p>15. LONG SERVICE LEAVE</p> <p>15.1 Long service leave is in accordance with applicable legislation.</p> <p>15.2 Long service leave accrues and must be taken subject to relevant legislation and the Company policies, as amended from time to time.</p> <p>15.3 Long service leave is paid at an Employee's Annual Salary rate in accordance with their normal pay periods.</p>	<p>59. LONG SERVICE LEAVE</p> <p>a) Employees are entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act 1958 (WA) and the Employer's Policy related to Long Service Leave.</p>	<p>Both Agreements provide for long service leave in accordance with applicable legislation.</p>
<p>16. COMMUNITY SERVICE LEAVE</p> <p>16.1 Subject to clause 16.2, community service leave entitlements are provided for in accordance with the BHP Group Public Service Leave - Australia Policy, as amended from time to time.</p> <p>16.2 The entitlements under clause 16.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p>	<p>62. COMMUNITY SERVICE LEAVE</p> <p>a) If an Employee is required to attend for jury service during normal working hours, they will be reimbursed the difference between the amount they are paid for attendance and the amount they would have earned had they worked in accordance with this agreement.</p> <p>b) An Employee must:</p> <p>I. attend for work during their rostered hours when they are not required for jury service;</p> <p>II. claim any monies or reimbursements due to them for attendance at jury service, from the relevant government departments. or agencies; and</p> <p>III. notify the Employer as soon as possible, of the</p>	<p>Both Agreements provide for community service leave. The Proposed Agreement also provides that this will be in accordance with the BHP Group Public Service Leave — Australia Policy.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>dates that they are required for jury service.</p> <p>c) The Employer may require proof of attendance, the duration of such attendance and the amount of any payment an Employee received in respect of the jury service.</p> <p>d) Employees are entitled to other Community Service Leave in accordance with the FW Act, including carrying out a voluntary emergency activity.</p>	
<p>17. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE</p> <p>17.1 Subject to clause 17.2, paid family and domestic violence leave is provided for in the BHP Group Family and Domestic Violence Support Policy, as amended from time to time.</p> <p>17.2 The entitlements under clause 17.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p>	<p>63. FAMILY AND DOMESTIC VIOLENCE LEAVE</p> <p>a) An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, available at the start of each 12-month period of the Employee's Employment. The leave does not accumulate from year to year.</p> <p>b) An Employee may take unpaid leave to deal with family and domestic violence if the Employee:</p> <p style="padding-left: 40px;">I. is experiencing family and domestic violence; and</p> <p style="padding-left: 40px;">II. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.</p> <p>c) An Employee may apply for less than a day of leave by agreement between the Employer and Employee.</p> <p>d) Notice must be given to the Employer as soon as practicable (which may be at a time after the leave has started). At time of providing notice the Employee must advise of the expected period of absence.</p> <p>e) The Employee must provide evidence that would satisfy a reasonable person. Depending on the circumstances that evidence may include a document issued by the police service, a court of a family violence support service, or a statutory declaration.</p>	<p>While the WesTrac Agreement contains an unpaid family and domestic violence leave entitlement, this has now been superseded by the paid entitlement to family and domestic violence leave under the NES which would apply to any employees subject to the WesTrac Agreement.</p> <p>The Proposed Agreement provides that family and domestic violence leave will be provided in accordance with the NES and Company policy.</p>
<p>18. LEAVE WITHOUT PAY</p> <p>18.1 An Employee who has exhausted all leave entitlements may make a written application for leave without pay stating the reasons, and the proposed commencement and completion dates. Leave without pay, and its duration, may be granted at the Company's sole discretion. Leave without pay under this clause does not count as service.</p>	<p>. <i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides that an Employee can apply to the Company to take unpaid leave where they have exhausted all leave entitlements.</p> <p>While not provided in the WesTrac Agreement, there is nothing that would prevent employees from applying for unpaid leave under the</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences												
		WesTrac Agreement.												
<p>19. INCLEMENT WEATHER</p> <p>19.1 Arrangements in the event of severe wet weather or a cyclone are dealt with in the relevant Asset or site policy, as amended from time to time.</p> <p>19.2 Where Employees cannot get to work due to severe wet weather or a cyclone, they are enabled to utilise accrued annual leave if they desire.</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides for arrangements in circumstances of inclement weather. The WesTrac Agreement does not include an equivalent provision.</p>												
<p>20. ACCOMMODATION AND TRAVEL</p> <p>20.1 For the term of this Agreement, the following arrangements will apply.</p> <p>20.2 In this clause:</p> <p>(a) Local Area means the area within a radius of the site at which an Employee is working from which it is reasonably practical to drive from the Employee's residence in and out of that site for each shift in accordance with any fatigue management plan requirements for the site;</p> <p>(b) Local Employee means any Employee who resides within the Local Area;</p> <p>(c) Commute Employee is an Employee who lives outside a radius of the site at which they are working and from which it is not reasonably practical to drive from the Employee's residence in and out of that site for each shift, but from which it is reasonably practical to drive in and out of that site for each swing in accordance with any journey management plan requirements for the site;</p> <p>(d) Non-Local Employee means any other Employee that is not a Local Employee or Commute Employee.</p> <p>20.3 Employment in a hub</p> <p>Employees are employed to work at deployments within a hub as directed by the Company from time to time. As a result, Employees are not employed to work in a single location or site and are able to choose where to reside.</p>	<p>Part 3: Allowances and Related Matters</p> <p>23. LOCATION ALLOWANCE</p> <p>a) An Employee who permanently resides and performs work in one of the following locations shall be paid a location allowance as a percentage of the Employee's Base Hourly Rate of Pay, for each hour worked by the Employee, as outlined below:</p> <table border="1" data-bbox="913 786 1576 1252"> <thead> <tr> <th data-bbox="913 786 1254 906">Location</th> <th data-bbox="1254 786 1576 906">Allowance at commencement of Agreement</th> </tr> </thead> <tbody> <tr> <td data-bbox="913 906 1254 997">Newman, Port Hedland, Tom Price, Karratha and Broome</td> <td data-bbox="1254 906 1576 997">32.00%</td> </tr> <tr> <td data-bbox="913 997 1254 1061">Kalgoorlie</td> <td data-bbox="1254 997 1576 1061">27.00%</td> </tr> <tr> <td data-bbox="913 1061 1254 1125">Gerald ton</td> <td data-bbox="1254 1061 1576 1125">12.00%</td> </tr> <tr> <td data-bbox="913 1125 1254 1189">Bunbury</td> <td data-bbox="1254 1125 1576 1189">6.00%</td> </tr> <tr> <td data-bbox="913 1189 1254 1252">Esperance</td> <td data-bbox="1254 1189 1576 1252">10.00%</td> </tr> </tbody> </table> <p>b) The location allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>c) A non-permanent resident will not be entitled to be paid a location allowance.</p> <p>d) At times an Employee may elect to reside in a location identified in 23.a. Where the Employee does not perform work</p>	Location	Allowance at commencement of Agreement	Newman, Port Hedland, Tom Price, Karratha and Broome	32.00%	Kalgoorlie	27.00%	Gerald ton	12.00%	Bunbury	6.00%	Esperance	10.00%	<p>Both Agreements have additional allowances for local/commute/FIFO employees and related travel allowances. The Proposed Agreement provides that the benefits are paid in fixed amounts, whereas under the WesTrac Agreement these additional allowances be paid as a percentage of the base hourly rate for each hour worked.</p>
Location	Allowance at commencement of Agreement													
Newman, Port Hedland, Tom Price, Karratha and Broome	32.00%													
Kalgoorlie	27.00%													
Gerald ton	12.00%													
Bunbury	6.00%													
Esperance	10.00%													

<p>20.4 Local Employees Benefits</p> <p>(a) Subject to this clause 20.4, Local Employees will travel to and from the site in their own time and at their own expense each day that they are required to perform work.</p> <p>(b) Local Employees will be paid a local allowance of \$8,000 per year paid in equal fortnightly instalments included in their regular pay, for each fortnight work, including non-rostered overtime, is performed as required or an Employee is on paid leave.</p> <p>(c) Where the Company requires Local Employees to travel daily to and from the site from a designated location and by a designated means, such transport will be at the Company's cost, and will not affect payment of the allowance in clause 20.4(b).</p> <p>(d) This clause does not apply if an Employee accepts other housing arrangements with the Company.</p>	<p>at that location they will not be eligible to receive a location allowance.</p> <p>e) Where the Employer commences operation at a site not in operation at the commencement of the Agreement the Employer will determine an applicable location allowance percentage.</p> <p>I. When determining an applicable location allowance the Employer will utilise the Regional Price Index (RPI) data which has most recently been published by the Western Australian Department of Regional Development (www.drd.wa.gov.au). The location allowance shall not be less than the RPI for the relevant location, when compared to the Perth Metropolitan area. For example, where the RPI for a location is 119, the location allowance for the area cannot be less than 19.00%.</p> <p>II. In the event that an Employee transfers to a new location, which has a location allowance determined in line with clause 23.e and the transfer is:</p>	
<p>20.5 Commute Employees Benefits</p> <p>(a) Subject to clause 20.7, the Company will provide Commute Employees at the Company's cost, with single person's village or other accommodation during the rostered swing of work. The type and location of the accommodation is at the Company's discretion, and if an Employee chooses not to stay in the accommodation provided the Employee will be responsible for their own accommodation at their own expense.</p> <p>(b) The Company will provide Commute Employees at its cost with:</p> <p>(i) road transport to and from the site from the accommodation each day that they perform work as directed;</p> <p>(ii) a travel allowance of \$5,000 per year paid in equal fortnightly instalments included in their regular pay, for all incidental costs incurred in travelling to and from their residence to their 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</p>	<p>i. A permanent transfer at the direction of WesTrac, the Employee will have the previous location allowance grandfathered, where the previous location allowance percentage is greater than the new allowance.</p> <p>ii, A permanent transfer at the choice of the Employee, the Employee will have the new location allowance apply from commencement of their new role;</p> <p>iii. A temporary transfer, they will maintain their normal allowance amount and receive any additional allowances they may be eligible for, as per the Temporary Transfer and Secondment Policy.</p> <p>24. COMMUTING TO SITE ALLOWANCE</p> <p>a) An Employee, who is not a Field Service Employee, engaged to perform work on a fly in fly out (FIFO) roster shall receive a commuting to site allowance, as a percentage of the Employee's Base Hourly Rate of Pay for all hours worked during the FIFO roster. For Employees engaged as a Project Support Employee, and/or engaged on a FIFO basis at a location which is in operation at the commencement of the Agreement a commuting to site allowance of 22.00% will apply.</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>means, such transport will be at the Company's cost and will not affect payment of the allowance in clause 20.5(b).</p> <p>20.6 Non-Local Employees Benefits</p> <p>(a) Subject to clause 20.7 the Company at its cost, will provide Non-Local Employees with:</p> <p>(i) single person's village or other accommodation during the rostered swing of work. The type and location of the accommodation is at the Company's discretion. If an Employee chooses not to stay in the accommodation provided, the Employee will be responsible for their own accommodation at their own expense;</p> <p>(ii) air transport between:</p> <p>(A) the transport departure points in (C) to (E) below; or</p> <p>(B) any other departure point(s) nominated by the Company from time to time,</p> <p>and the nominated provincial airport and return, to meet the Employee's roster.</p> <p>At the commencement of this Agreement the transport departure points are:</p> <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) The commuting to site allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>c) At times an Employee may elect to reside in a location which requires the Employee to drive or fly to get to their location of work. This does not automatically mean an Employee is eligible to receive a commuting to site allowance.</p> <p>d) Employees receiving a commuting to site allowance are unable to receive a field service allowance or a location allowance.</p> <p>e) Where an Employee, who is not a Field Service Employee or Project Support Employee, undertakes a FIFO roster at a permanent location, which the Employer does not operate at the commencement of the Agreement the Employer will determine an applicable commuting to site allowance percentage.</p> <p>I. The commuting to site allowance shall not be less than 12.00%.</p> <p>II In the event that an Employee transfers to a new location, which has a commuting to site allowance determined in line with clause 24.e and the transfer is:</p> <p>i. A permanent transfer at the direction of Wes Trac, the Employee will have the previous commuting to site allowance grandfathered, where the previous commuting to site allowance percentage is greater than the new allowance.</p> <p>ii. A permanent transfer at the choice of the Employee, the Employee will have the new commuting to site allowance apply from commencement of their new role;</p> <p>iii. A temporary transfer, they will maintain their normal allowance amount and receive any additional allowances they may be eligible for, as per the Temporary Transfer and Secondment Policy.</p> <p>25. FIELD SERVICE ALLOWANCE</p> <p>a) Field Service Employees shall receive a field service allowance of 20.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked ..</p> <p>b) The field service allowance shall form part of the Employees</p>	

<p>20.7 Conditions of travel and accommodation</p> <p>(a) Only one of subclauses 20.4 , 20.5, or 20.6 will apply. An Employee must provide a written request to their Supervisor at least 28 days prior to any change in status under those clauses.</p> <p>(b) The benefits apply for:</p> <p>(i) each week the Employee works in accordance with the directions of the Company or is on paid leave; and</p> <p>(ii) the term of this Agreement.</p> <p>(c) The allowances applicable under this clause:</p> <p>(i) are divisible flat payments and do not compound for overtime or any penalty;</p> <p>(ii) apply pro rata for Part Time Employees in accordance with clause 5.3.</p> <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</p>	<p>Ordinary Hourly Rate of Pay.</p> <p>c) Workshop based Employees may claim a field service allowance on hours of work where they have been requested by the Employer to undertake a temporary field service position. A temporary assignment may range from a part day, up to three months in length.</p> <p>d) The field service allowance compensates any other form of payment that the Employee would have ordinarily received in relation to being required to perform callout duties. As a result, Field Service Employees are expected to complete travel at the company's request and will be required to travel outside of the Employees standard location to remote areas, unless the Employee is able to provide a reasonable explanation as to why they cannot. The field service allowance also compensates Employees for working unsupervised and accounts for costs associated with travelling away from home such as airport charges.</p> <p>e) Employees receiving a field service allowance are not entitled to receive either a commuting to site allowance or a FIFO field service allowance.</p> <p>26. RESIDENT ALLOWANCE</p> <p>a) At times Field Service Employees are required to operate in remote locations where the Employer does not have an office, depot or other suitable facility. Where the Employee is required to use their own residence as a work facility, they are shall receive a resident allowance of 5.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The resident allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>27. FIFO FIELD SERVICE ALLOWANCE</p> <p>a) Field service employees who are permanently engaged on a FIFO or DIDO roster, operating out of a regional branch, MARC or MPA location shall receive a FIFO field service allowance of 35.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The FIFO field service allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>c) Employees receiving a FIFO field service allowance are unable to receive either field service allowance, commuting to site allowance or location allowance.</p> <p>37. HOUSING ASSISTANCE</p> <p>a) Employees working and living in regional areas shall be</p>	
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Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>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> <p>(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>	<p>entitled to a housing assistance allowance as per Employer Policy.</p> <p>I. Where an Employee currently receives housing and amenities benefits, the amount they receive at the commencement of the Agreement will be maintained for the term of the Agreement.</p> <p>i. This guarantee is based on the employee remaining in the location they are employed in for the remainder of the Agreement. Where the Employee transfers between locations of work the benefit may alter in line with the new position, as per Employer policy.</p> <p>ii. Where an Employee is currently receiving their full housing or amenities costs paid, they shall retain full payment regardless of fluctuations in pricing.</p> <p>iii. This clause does not limit the ability for an Employee to receive housing assistance if they commence a role in a location which is eligible to receive assistance, after the commencement of the Agreement.</p> <p>38. ANNUAL FLIGHTS FOR DISTANCE WORKERS</p> <p>a) In accordance with Employer Policy, distance workers residing above the 26 parallel shall be entitled, on an annual basis, to the equivalent of one economy return airfare to Perth for themselves and their immediate family members.</p> <p>b) Alternatively, Employees may receive, in lieu of economy airfares for themselves and their immediate families, a cash payment in line with Employer Policy.</p> <p>c) In order to be entitled to this cash payment the Employee must take at least two weeks of annual leave.</p> <p>d) Any cash payment to the Employee under this clause shall be subject to having any FBT amount being deducted that the Employer would have otherwise had to observe.</p> <p>52. TRAVEL PAYMENT</p> <p>a) An Employee engaged on a FIFO or DIDO roster, except where outlined below in clause 52. b, will be eligible to receive payment for travel either to or from site each roster cycle, for up to a maximum of two and a half hours, where that travel is</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>occurring inside the Employees Standard Roster.</p> <p>I. Travel payments are made at the Employees Ordinary Hourly Rate of Pay.</p> <p>II. Travel conducted within the Employees Standard Roster will be counted towards the overtime determinations outlined in clause 48.1 and 48.2.</p> <p>b) Employees may at times be required to travel outside of their Standard Roster. The Employee will be not eligible to receive travel payment for these hours, except where the Employer has agreed to payment and confirmed that agreement in writing prior to the travel occurring.</p> <p>I. Where the Employer is able to recover payment for travel from a customer, an agreement will be made to pay the Employee for their travel time.</p> <p>c) Where a Field Service Employee is required to travel to a location to commence their normal field service duties, travel time will be treated as normal hours worked and will have the relevant terms of this Agreement apply, including entitlements to penalty loadings prescribed under the Agreement. This travel may be conducted inside or outside of the Employees Standard Roster.</p> <p>53. TEMPORARILY UNDERTAKING WORK AT A DIFFERENT LOCATION</p> <p>a) An Employee, who is not Field Service Employee, undertaking work at a different location on a temporary basis will have allowances, ordinary hours, shift and overtime provisions apply as relevant to the roster, location and position they are temporarily fulfilling, in line with the terms of this Agreement and Employer Policy related to temporary transfers.</p> <p>b) Field Service Employees shall continue to operate under their permanent conditions, including allowances and roster arrangements.</p>	
<p>21. STAND ASIDE AND STAND DOWN</p> <p>21.1 Subject to clause 21.3, the Company can stand aside an Employee:</p> <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>55. STAND-DOWN</p> <p>a) The Employer has the right to stand down an Employee without pay for any day or part of a day for which the Employee cannot do work due to:</p> <p>I. industrial action by the Employee affecting the Employer;</p> <p>II. through breakdown in machinery (except where the</p>	<p>The Proposed Agreement contains procedures governing the situations in which an Employee can be stood aside with or without pay. The WesTrac Agreement does not have any equivalent provision.</p> <p>However, the WesTrac Agreement does have a similar provision on stand down to the Proposed</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<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) 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>breakdown in machinery is determined to be the fault of the Employer}; or</p> <p>III. any stoppage of work for any other reason, for which the Employer cannot reasonably be held responsible.</p> <p>b) The right to stand down an Employee is subject to the Employer ensuring that all reasonable options for other work have been explored before the stand down is implemented.</p> <p>c) Any dispute arising from the application of this clause will be resolved in accordance with the dispute resolution procedure under clause 8 of this Agreement.</p>	<p>Agreement.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
21.6 Any Employee stood down under clause 21.4 will continue to have their service recognised for the purposes of “continuous service”.		
<p>22. ISSUE RESOLUTION PROCEDURE</p> <p>22.1 This clause sets out the process for resolving issues which relate to:</p> <p>(a) a matter arising under this Agreement; or</p> <p>(b) the NES.</p> <p>22.2 Where an issue under clause 22.1 arises which an Employee seeks to be resolved, the issue must first be referred for discussion between the Employee and their immediate Supervisor to attempt to resolve the issue.</p> <p>22.3 If the issue remains unresolved, it may be referred for discussion between the Employee and the Employee’s Superintendent.</p> <p>22.4 If the issue is still not resolved, it may be referred for discussion between the Employee and the Employee’s Departmental Manager.</p> <p>22.5 Discussions in accordance with clauses 22.2, 22.3 and 22.4 will be held as soon as reasonably practicable.</p> <p>22.6 By agreement, the Company and the Employee may bypass any of the steps in clauses 22.3 or 22.4 in the interests of speedy resolution of the issue.</p> <p>22.7 If the issue resolution processes in clauses 22.2, 22.3 and 22.4 have genuinely been exhausted (with the exception of the processes in clauses 22.3 or 22.4 if there was an agreement to bypass any of these steps), and the issue is still unable to be resolved at the workplace level, either party (or its representative) may refer the matter to the FWC for conciliation. If the matter remains unresolved, it can be 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>8. DISPUTE RESOLUTION</p> <p>a) If a dispute arises about the meaning or application of this Agreement, or in relation to the NES, the parties to the dispute agree that, in the first instance, they will attempt to resolve the dispute at the workplace level, by discussions between the Employee(s) and the relevant supervisors and/or management.</p> <p>b) Any party to the dispute may appoint a representative at any stage for the purposes of the procedures in this clause.</p> <p>c) The procedure that must be followed in attempting to resolve the dispute at the workplace level includes the following steps:</p> <p>I. the Employee must contact their immediate supervisor or manager and ask them to arrange a meeting for them to raise their dispute. During the meeting, the Employee must explain what their dispute is and how it is impacting on them;</p> <p>II. if the dispute remains unresolved, the Employee's immediate supervisor or manager will arrange for them to meet with the Department or Area Manager. During the meeting, the Employee must explain what their dispute is and how it is impacting on them;</p> <p>III. if the dispute remains unresolved, the Department or Area Manager will arrange for the Employee to meet with the Service Operations Manager or General Manager. During the meeting, the Employee must explain what their dispute is and how it is impacting on them; and</p> <p>IV. if the dispute remains unresolved, the General Manager will arrange for the Employee to meet with the Chief Executive Officer (CEO). During the meeting, the Employee must explain what their dispute is and how it is impacting on them;</p> <p>d) The Employer is committed to resolving any arising or remaining dispute as effectively and efficiently as possible.</p> <p>e) It is the aim of the Employer to resolve or escalate a dispute within seven (7) days, or as is reasonably required, at each of the steps contained in clause 8.c.</p> <p>f) If the matter remains unresolved, either party may refer the</p>	<p>The disputes clause in the WesTrac Agreement provides for arbitration by election of one party, whereas the Proposed Agreement only provides for arbitration of a dispute by consent of both parties. The disputes clause in the WesTrac Agreement also contains a status quo provision, whereas the disputes clause in the Proposed Agreement does not.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>matter to the Fair Work Commission.</p> <p>I. The Fair Work Commission will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation which shall not be binding on either party.</p> <p>II. The Fair Work Commission may arbitrate and provide a binding decision on the matter where:</p> <p style="padding-left: 40px;">i. either party elects for the Fair Work Commission to arbitrate the matter; and/or</p> <p style="padding-left: 40px;">ii. where attempts to resolve the matter internally have stalled for a period of 21 days and a resolution appears unlikely to occur.</p> <p>g) While the parties are trying to resolve the dispute using the procedures in this clause:</p> <p style="padding-left: 40px;">I. an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and</p> <p style="padding-left: 40px;">II. an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:</p> <p style="padding-left: 80px;">i. the work is not safe; or</p> <p style="padding-left: 80px;">ii applicable occupational safety and health legislation would not permit the work to be performed; or</p> <p style="padding-left: 80px;">iii the work is not appropriate for the Employee to perform; or</p> <p style="padding-left: 80px;">iv there are other reasonable grounds for the Employee to refuse to comply with the direction.</p> <p>II Each step of the procedure set out in this clause will be recorded in writing, including the actions taken.</p> <p>IV. Status quo will be observed in regards to the dispute.</p> <p style="padding-left: 40px;">i. This does not affect the date of which any settled dispute may be backdated to; i.e. where the settled dispute involves an</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>underpayment of the Employee, the date at which the underpayment occurred will be observed, not the date at which the dispute was settled.</p> <p>V. The procedure set out in this clause will not apply to a dispute about the termination of the Employment (a subsequent undertaking given by the Company states that this clause will be taken to read as follows: “<i>The procedure set out in this clause will only apply to a dispute about termination of employment where a dispute is initiated in writing prior to the termination date</i>”).</p>	
<p>23. INDIVIDUAL FLEXIBILITY</p> <p>23.1 The Company and any Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:</p> <p>(a) the arrangement deals with 1 or more of the following matters:</p> <p>(i) arrangements about when work is performed;</p> <p>(ii) overtime rates;</p> <p>(iii) penalty rates;</p> <p>(iv) allowances;</p> <p>(v) leave loading; and</p> <p>(b) the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and</p> <p>(c) the arrangement is genuinely agreed to by the Company and Employee.</p> <p>23.2 The Company must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) are about permitted matters under section 172 of the FW Act; and</p> <p>(b) are not unlawful terms under section 194 of the FW Act; and</p> <p>(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.</p>	<p>6. AGREEMENT FLEXIBILITY</p> <p>a) The Employer and Employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:</p> <p>I. the Agreement deals with one or more of the following:</p> <p>i. arrangements about when work is performed;</p> <p>ii. overtime rates;</p> <p>iii. penalty rates;</p> <p>iv. allowances; and</p> <p>v. leave loading.</p> <p>II. the arrangement meets the genuine needs to the Employer and Employee in relation to one or more of the matters mentioned in clause 6.a.i: and</p> <p>III. the arrangement is genuinely agreed to by the Employer and Employee.</p> <p>b) The Employer will ensure that the terms of the individual flexibility arrangement:</p> <p>I. are about permitted matters under section 172 of the FW Act;</p> <p>II. are not unlawful terms under section 194 of the FW Act;</p> <p>III. would result in the Employee being better off overall than the Employee would be if no arrangement</p>	<p>Both agreements have an Individual Flexibility Agreement clause that is consistent with the model flexibility term.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>23.3 The Company must ensure that the terms of the individual flexibility arrangement:</p> <ul style="list-style-type: none"> (a) is in writing; (b) includes the name of the Company and Employee; and (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 (d) includes details of: <ul style="list-style-type: none"> (i) the terms of this Agreement that will be varied by the arrangement; and (ii) how the arrangement will vary the effect of the terms; and (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 (e) states the day on which the arrangement commences. <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"> (a) by giving no more than 28 days written notice to the other party to the arrangement; or (b) if the Company and Employee agree in writing—at any time. 	<p>was made.</p> <p>c) The Employer will ensure that the individual flexibility arrangement:</p> <ul style="list-style-type: none"> I. is in writing; II. includes the name of the Employer and Employee; III. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; IV. includes details of: <ul style="list-style-type: none"> i. the terms of this Agreement that will be varied by the arrangement; and <ul style="list-style-type: none"> ii how the arrangement will vary the effect of the terms; and iii. how the Employee will be better off overall in relation to the terms and conditions of the employment as a result of the arrangement; and V. states the day on which the arrangement commences. <p>d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p> <p>e) The Employer or Employee may terminate the individual flexibility arrangement:</p> <ul style="list-style-type: none"> i. by giving no more than 28 days written notice to the other party to the arrangement; or ii. if the Employer and Employee agree in writing, at any time. 	
<p>24. MANAGEMENT OF CHANGE / CONSULTATION</p> <p>24.1 This term applies if the Company:</p> <ul style="list-style-type: none"> (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or 	<p>17. CONSULTATION</p> <p>17 .1. Introduction of major change</p> <p>a) Where the Employer has made a definite decision to introduce 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, it must notify the relevant employees of the decision to introduce major change.</p>	<p>Both agreements contain consultation terms, and the consultation clause in the Proposed Agreement mirrors the model term as contained in the FW Act and Regulations.</p> <p>The WesTrac Agreement provides for an additional step in consultation about changes to rosters and ordinary hours, that at the conclusion of the consultation process, the</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.</p> <p>Major change</p> <p>24.2 For a major change referred to in paragraph 24.1(a):</p> <p>(a) the Company must notify the relevant Employees of the decision to introduce the major change; and</p> <p>(b) subclauses 24.3 to 24.9 apply.</p> <p>24.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.</p> <p>24.4 If:</p> <p>(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</p> <p>(b) the Employee or Employees advise the Company of the identity of the representative;</p> <p>the Company must recognise the representative.</p> <p>24.5 As soon as practicable after making its decision, the Company must:</p> <p>(a) discuss with the relevant Employees;</p> <p>(i) the introduction of the change; and</p> <p>(ii) the effect the change is likely to have on the Employees; and</p> <p>(iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and</p> <p>(b) for the purposes of the discussion—provide, in writing, to the relevant Employees:</p> <p>(i) all relevant information about the change including the nature of the change proposed; and</p> <p>(ii) information about the expected effects of the change on the Employees; and</p> <p>(iii) any other matters likely to affect the Employees.</p>	<p>b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.</p> <p>c) If:</p> <p>I. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</p> <p>II. The Employee or Employees advise the Employer of the identity of the representative;</p> <p>the Employer must recognise the representative.</p> <p>d) As soon as practicable after making its decision, the Employer must:</p> <p>I. Discuss with the relevant Employees:</p> <p>i. the introduction of the change;</p> <p>ii. the effect the change is likely to have on the Employees;</p> <p>iii. measures the Employer is taking to avert or mitigate the adverse effect of the change; and</p> <p>iv. for the purposes of the discussion - provide, in writing, to the relevant Employees:</p> <p>A. all relevant information about the change, including the nature of the change proposed;</p> <p>B. information about the expected effects of the change on the Employees; and</p> <p>C. any other matters likely to affect the Employees.</p> <p>II. The Employer is not required to disclose confidential information or commercially sensitive information to the relevant Employees.</p> <p>III. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.</p> <p>IV. In this term,, a major change is likely to have a significant effect on Employees if it results in:</p>	<p>employer must confirm the details of the change in writing and provide at least 28 days' notice of the change, unless mutually agreed by both parties.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
24.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.	i. the termination of employment of Employees;	
24.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.	ii. major change to the composition, operation or size of the Employers workforce or to the skills required of Employees;	
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.	iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);	
24.9 In this term, a major change is likely to have a significant effect on Employees if it results in:	iv. the alteration of hours of work;	
(a) the termination of the employment of Employees; or	v. the need to retrain Employees;	
(b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or	vi. the need to relocate Employees to another workplace; or	
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or	vii. the restructuring of jobs.	
(d) the alteration of hours of work; or	17.2. Changes to regular roster or ordinary hours of work	
(e) the need to retrain Employees; or	a) Where the Employer proposes to introduce a change to the Standard Roster or ordinary hours of work of Employees it must notify the relevant Employees of the proposed change.	
(f) the need to relocate Employees to another workplace; or	b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.	
(g) the restructuring of jobs.	c) If:	
Change to regular roster or ordinary hours of work	I. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and	
24.10 For a change referred to in paragraph 24.1(b):	II. The Employee or Employees advise the Employer of the identity of the representative;	
(a) the Company must notify the relevant Employees of the proposed change; and	the Employer must recognise the representative.	
(b) subclauses 24.11 to 24.15 apply.	d) As soon as practicable after proposing to introduce the change, the Employer must:	
24.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.	I. discuss with the relevant Employees the introduction of the change;	
24.12 If:	II. for the purposes of the discussion, provide to the relevant employees:	
(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and	i. all relevant information about the change, including the nature of the change;	
	ii. information about what the Employer	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>24.13 (b) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative. As soon as practicable after proposing to introduce the change, the Company must:</p> <p>(a) discuss with the relevant Employees the introduction of the change; and</p> <p>(b) for the purposes of the discussion—provide to the relevant Employees:</p> <p>(i) all relevant information about the change, including the nature of the change; and</p> <p>(ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and</p> <p>(iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and</p> <p>(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).</p> <p>24.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p> <p>24.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.</p> <p>24.16 In this term relevant Employees means the Employees who may be affected by a change referred to in subclause 24.1.</p>	<p>reasonably believes will be the effects of the change on the Employees;</p> <p>iii. information about any other matter 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>e) The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p> <p>f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees, including where the Employees have proposed an alternate roster solution. At the conclusion of the consultation process outlined in this term, the Employer must confirm the details of the change in writing and provide at least 28 days' notice of the change, unless mutually agreed by both parties.</p>	
<p>25. REDUNDANCY</p> <p>25.1 Definition of redundancy</p> <p>(a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative:</p> <p>(i) because the Company no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or</p>	<p>16. REDUNDANCY</p> <p>a) If an Employee's position becomes redundant, the Employer will consult with the affected Employee(s) about any redeployment alternatives. If there are no redeployment alternatives the Employer will discuss measures to minimise the impact of redundancy on those Employee(s) affected.</p> <p>I. Where an area of the business is affected by a restructure, an Employee, who occupies a potentially affected position within that area, may notify the Human Resources Department of their interest in</p>	<p>The Proposed Agreement provides for redundancy payment that is the greater of:</p> <p>(a) the NES (between 4 and 16 weeks' pay);</p> <p>(b) for the term of the Proposed Agreement, the entitlements in the Policy as at the commencement of the</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences																						
<p>(ii) because of insolvency or bankruptcy of the Company.</p> <p>(b) This clause does not apply to Employees engaged for a fixed term or a specified task.</p> <p>Redundancy payment</p> <p>25.2 Except where clause 25.4 applies, when terminations of employment occur due to redundancy the Employees terminated are entitled to redundancy pay equal to the greater of:</p> <p>(a) the amount the Employee would be entitled to under the relevant modern award; or</p> <p>(b) for the term of this Agreement, the amount of redundancy pay payable under the BHP Redundancy Termination Australia Policy, as amended from time to time.</p> <p>25.3 The entitlements under clause 25.2 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement;</p> <p>(c) regardless of length of employment, four weeks' pay.</p> <p>25.4 Exemption</p> <p>Subject to the NES, the Company is not liable for any payment in clause 25.2 if the Company would not have been required to make a payment of redundancy pay to the Employee under the relevant modern award from time to time.</p> <p>25.5 Variation of redundancy pay</p> <p>Despite anything in this clause, the Company may make application to the FWC to be granted relief from the obligation to make a payment pursuant to clause 25.</p>	<p>taking a redundancy. The Employer is under no obligation to act on this registered interest and retain the right to make independent decisions on which employees are affected.</p> <p>b) Except in the circumstances provided for in sub-clause 16.c, if any Employee(s) employment is terminated by reason of redundancy, they will be paid a redundancy in accordance with the table below.</p> <table border="1" data-bbox="913 427 1536 1375"> <thead> <tr> <th data-bbox="913 427 1227 517">Period of Continuous Service</th> <th data-bbox="1227 427 1536 517">Redundancy Pay</th> </tr> </thead> <tbody> <tr> <td data-bbox="913 517 1227 580">Less than 1 year</td> <td data-bbox="1227 517 1536 580">Nil</td> </tr> <tr> <td data-bbox="913 580 1227 670">1 year and less than 2 years</td> <td data-bbox="1227 580 1536 670">4 weeks' pay</td> </tr> <tr> <td data-bbox="913 670 1227 759">2 years and less than 3 years</td> <td data-bbox="1227 670 1536 759">6 weeks' pay</td> </tr> <tr> <td data-bbox="913 759 1227 849">3 years and less than 4 years</td> <td data-bbox="1227 759 1536 849">7 weeks' pay</td> </tr> <tr> <td data-bbox="913 849 1227 938">4 years and less than 5 years</td> <td data-bbox="1227 849 1536 938">8 weeks' pay</td> </tr> <tr> <td data-bbox="913 938 1227 1027">5 years and less than 6 years</td> <td data-bbox="1227 938 1536 1027">10 weeks' pay</td> </tr> <tr> <td data-bbox="913 1027 1227 1117">6 years and less than 7 years</td> <td data-bbox="1227 1027 1536 1117">11 weeks' pay</td> </tr> <tr> <td data-bbox="913 1117 1227 1206">7 years and less than 8 years</td> <td data-bbox="1227 1117 1536 1206">13 weeks' pay</td> </tr> <tr> <td data-bbox="913 1206 1227 1295">8 years and less than 9 years</td> <td data-bbox="1227 1206 1536 1295">14 weeks' pay</td> </tr> <tr> <td data-bbox="913 1295 1227 1375">9 years and above</td> <td data-bbox="1227 1295 1536 1375">16 weeks pay</td> </tr> </tbody> </table> <p>I. For the purposes of redundancy, a weeks' pay will be determined through multiplying the Employees averaged hours per week over their Standard Roster</p>	Period of Continuous Service	Redundancy Pay	Less than 1 year	Nil	1 year and less than 2 years	4 weeks' pay	2 years and less than 3 years	6 weeks' pay	3 years and less than 4 years	7 weeks' pay	4 years and less than 5 years	8 weeks' pay	5 years and less than 6 years	10 weeks' pay	6 years and less than 7 years	11 weeks' pay	7 years and less than 8 years	13 weeks' pay	8 years and less than 9 years	14 weeks' pay	9 years and above	16 weeks pay	<p>Proposed Agreement (4 or 5) weeks' notice, plus 14 weeks' severance and an additional 2.5 weeks for each year of service);</p> <p>(c) regardless of length of employment, four weeks' pay.</p> <p>The WesTrac Agreement provides for redundancy pay at the number of weeks provided by the NES up to 9 years of service. However, it provides a more beneficial entitlement (16 weeks rather than 12 weeks) for 10 years of service and above. Grandfathered provisions relating redundancy for Terex employees are appended to the WesTrac Agreement. Please refer to these provisions at the bottom of this table.</p>
Period of Continuous Service	Redundancy Pay																							
Less than 1 year	Nil																							
1 year and less than 2 years	4 weeks' pay																							
2 years and less than 3 years	6 weeks' pay																							
3 years and less than 4 years	7 weeks' pay																							
4 years and less than 5 years	8 weeks' pay																							
5 years and less than 6 years	10 weeks' pay																							
6 years and less than 7 years	11 weeks' pay																							
7 years and less than 8 years	13 weeks' pay																							
8 years and less than 9 years	14 weeks' pay																							
9 years and above	16 weeks pay																							

Proposed Agreement	WesTrac Agreement	Additional comments on differences										
	<p>cycle, by the Employees Ordinary Hourly Rate of Pay.</p> <p>c) The Employer may make an application to the Fair Work Commission to reduce redundancy pay where the Employer obtains suitable alternate employment for the Employee.</p>											
<p>26. TERMINATION OF EMPLOYMENT</p> <p>26.1 An Employee may resign from their employment with the Company by giving one week's written notice to the Company.</p> <p>26.2 Subject to clause 26.3, the Company may terminate the employment of a Full Time or Part Time Employee by giving the Employee four weeks' written notice or by payment by the Company in lieu of all or part of that notice.</p> <p>26.3 The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of 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>15. TERMINATION OF EMPLOYMENT</p> <p>15.1. Termination by the Employer</p> <p>a) In order to terminate the employment of an Employee the Employer shall give the Employee the following period of notice:</p> <table border="1" data-bbox="913 523 1576 928"> <thead> <tr> <th data-bbox="913 523 1254 619">Period of Continuous Service</th> <th data-bbox="1254 523 1576 619">Period of Notice</th> </tr> </thead> <tbody> <tr> <td data-bbox="913 619 1254 683">Not more than 1 year</td> <td data-bbox="1254 619 1576 683">At least 1 week</td> </tr> <tr> <td data-bbox="913 683 1254 772">More than 1 year, but not more than 3 years</td> <td data-bbox="1254 683 1576 772">At least 2 weeks</td> </tr> <tr> <td data-bbox="913 772 1254 861">More than 3 years, but not more than 5 years</td> <td data-bbox="1254 772 1576 861">At least 3 weeks</td> </tr> <tr> <td data-bbox="913 861 1254 928">More than 5 years</td> <td data-bbox="1254 861 1576 928">At least 4 weeks</td> </tr> </tbody> </table> <p>b) The period of notice to be given by the Employer shall increase by one week if the Employee is over 45 years of age at the time of the giving of notice and has completed at least two years of continuous service with the Employer.</p> <p>c) In order to terminate the employment of a casual Employee the Employer shall be required to provide one hours' notice at any time.</p> <p>d) The Employer may, in lieu of part or all of any notice period, pay an Employee an amount equal to the Ordinary Hourly Rate of Pay the Employee would have earned during the remaining notice period.</p> <p>e) If the Employee, having been given notice, leaves before the notice expires, the Employee forfeits the entitlement to receive payment in lieu of notice.</p> <p>f) Subject to the applicable legislation, it is agreed that in the event of an Employee's employment being terminated for any reason, any monies advanced to the Employee by the</p>	Period of Continuous Service	Period of Notice	Not more than 1 year	At least 1 week	More than 1 year, but not more than 3 years	At least 2 weeks	More than 3 years, but not more than 5 years	At least 3 weeks	More than 5 years	At least 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 WesTrac Agreement applied, both the Employee and Employer must provide between 1 and 4 weeks' notice depending on the period of continuous service.</p>
Period of Continuous Service	Period of Notice											
Not more than 1 year	At least 1 week											
More than 1 year, but not more than 3 years	At least 2 weeks											
More than 3 years, but not more than 5 years	At least 3 weeks											
More than 5 years	At least 4 weeks											

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>Employer may be recovered by the Employer with notification from any entitlements owing to the Employee including outstanding wages or accrued leave entitlements.</p> <p>g) The Employer has the right to dismiss, without notice, an Employee because of the Employee's gross misconduct.</p> <p>Gross Misconduct includes, but is not limited to, a situation in which the Employee:</p> <ul style="list-style-type: none"> I. disobeys without proper legal reason a lawful and reasonable direction of the Employer; or II. unlawfully discriminates or sexually harasses any other person. <p>h) The absence of any Employee from work for a continuous period exceeding five days without the consent of the Employer or without notification to the Employer, shall be deemed as the Employee having abandoned their employment. The Employer will take all reasonable steps to understand the basis of the absence, prior to a final decision being made to terminate employment. In such circumstances, the contract of employment shall be deemed to have ended when the Employee was due to commence work following their last day of attendance at work.</p> <p style="padding-left: 40px;">A subsequent undertaking given by the Company states that this clause (15.1(h)) will be taken to be read as follows: <i>"The absence of any Employee from work for a continuous period exceeding five days without the consent of the Employer, or without notification to the Employer, shall be deemed as the Employee having abandoned their employment. The Employer will take all reasonable steps to understand the basis of the absence, prior to a final decision being made to terminate employment. In such circumstances, the employee will be provided notification of their termination of employment in writing which will be deemed to have ended on the date the correspondence was sent. An employee on an unauthorized absence will not be paid."</i></p> <p>i) Nothing in the clause affects the Employer's ability to end association of Employment at the end of a fixed term engagement.</p> <p>15.2. Termination by the Employee</p> <p>a) The notice of termination required to be given by an</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>Employee to the Employer will be the same as that required by the Employer (including the requirement to provide notice in writing), except that there will be no additional notice based on the age of the Employee.</p> <p>b) If an Employee fails to give the required notice or having given such notice leaves before the notice expires, the Employee forfeits the entitlement to receive payment in lieu of notice.</p> <p>13. PROBATIONARY PERIOD</p> <p>a) All Employees will be required to serve a probationary period of six months.</p> <p>b) During the probationary period the Employer will conduct probationary reviews.</p> <p>c) The Employer may elect to extend an Employees probationary period. Where an Employees probationary period is extended, this must be confirmed in writing by the Employer. The written confirmation must confirm the reasons for the extension and the length by which the probationary period will be extended. The probationary period of an Employee cannot continue for greater than 12 months.</p>	
<p>27. RECONCILIATION</p> <p>27.1 The Company is committed to reconciling in accordance with this clause, the amounts payable to Employees to ensure that each Employee receives at least the Above Award Guarantee, on the rostered hours actually worked.</p> <p>27.2 Once this Agreement has been in operation for six months, an Employee can make a written request for a review:</p> <p>(a) within 28 days after 1 January or 1 July each year (Review Date/s), and covering the period of six months prior to the respective Review Dates; or</p> <p>(b) at the time of termination of an Employee's employment covering the period since the last relevant Review Date if their employment ends before completion of the six month period.</p> <p>(Review Period).</p>	<p><i>No equivalent provision.</i></p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<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>28. NO FURTHER CLAIMS</p> <p>This Agreement is a comprehensive and full settlement of all Employee enterprise bargaining claims for the duration of this Agreement unless otherwise permitted by the FW Act.</p>	<p>7. NO EXTRA CLAIMS</p> <p>a) It is a term of this Agreement that those covered by this Agreement undertake, for the duration of the Agreement, that they:</p> <p style="padding-left: 40px;">I. will not pursue any extra claims against the other Party; and</p> <p style="padding-left: 40px;">II. acknowledge management's prerogative to make changes consistent with the terms of this Agreement and its right to manage the business.</p> <p>b) This clause does not restrict variations to the Agreement in accordance with the FW Act.</p>	<p>The Agreements include similar provisions around Employees not bringing further claims against the Company during the term of the Agreements.</p>
<p>APPENDIX 1 – ABOVE AWARD GUARANTEE FORMULA</p> <p>The following assumptions and formula are to be used in the calculation of Above Award Guarantee rates:</p> <ol style="list-style-type: none"> 1. The calculations will be based on applicable Award rates as at the date of calculation. Current rates are set out for information only. In this clause, standard rate means the standard rate for the relevant award. 2. All roster calculations are based on allocating ordinary hours equally across all rostered working shifts e.g., in coal operations on a 7/7 12.5DN roster, 10 ordinary hours are allocated for each shift and 2.5 hours of overtime. 3. Payment at the following rates for the applicable hours per roster cycle: <ol style="list-style-type: none"> (a) For the <i>Black Coal Mining Industry Award 2020 (BCMI Award)</i> – the relevant rates of pay in Schedule C of the Award - Summary of Hourly Rates of Pay—Production and Engineering Employees (b) For the <i>Mining Industry Award 2020 (MI Award)</i> – the relevant rates of pay in Schedule B of the Award - Summary of Hourly Rates of Pay 	<p><i>No equivalent provision, as pay under the WesTrac Agreement is not calculated under a formula of this type but rather based on hours worked as set out in the other rows of this table.</i></p>	<p>This Appendix to the Proposed Agreement sets out the formula for calculating the Employee's Above Award Guarantee Annual Salary in clause 7.</p> <p>Note that the WesTrac Agreement's rates of pay, loadings, overtime and allowances are considered in other rows of this table.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<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"> • First aid officer where an employee is appointed as a first aid officer – 0.76% of standard rate - flat rate per shift or attendance or paid absence from work (currently \$7.51). • First aid attendant where an employee is appointed as a first aid attendant – 0.45% of standard rate – flat rate per shift (currently \$4.45). <p>(ii) Water money - 0.49% of standard rate - flat rate for all employees per shift (currently \$4.84).</p> <p>(iii) Dirty work - 0.23% of standard rate - flat rate for all employees per shift (currently \$2.27).</p> <p>(iv) Additional night shift - 0.85% of standard rate - flat rate for all employees per night shift (currently \$8.40).</p> <p>(v) Additional afternoon shift – 0.43% of standard rate – flat rate for all employees per afternoon shift (currently \$4.25).</p> <p>(vi) Confined space – 0.08% of standard rate – rate per hour for employees while working in confined space (currently \$0.79).</p> <p>(vii) Height money – 0.23% of standard rate - flat rate per shift where an employee is engaged on work at a height of 7.5 metres or more above the nearest horizontal plane (currently \$2.27 per shift).</p> <p>(viii) Boom welding (trades employees only) – 0.095% of standard rate – rate per hour for trades employees who are carrying out pressure or x-</p>		

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>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 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> <p>Employees in coal operations</p>		

Proposed Agreement				WesTrac Agreement	Additional comments on differences
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				WesTrac 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				WesTrac 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"> notified no later than the previous day of the requirement to work overtime; or supplied with a meal. 							
Tool allowance – flat rate per week where an employee is required to provide their own necessary tools.		\$13.22	\$13.88				
Employees in other mining operations							
Allowance	% of standard rate in MI Award	Current Award rate	Current 105% of Award rate				

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

Proposed Agreement				WesTrac Agreement	Additional comments on differences												
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														
<p>Appendix 1 – above award guarantee formula</p> <p>[...]</p> <p>C. 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"> <thead> <tr> <th colspan="4">Employees in coal operations</th> </tr> <tr> <th>Allowance</th> <th>% of standard rate in BCMI Award</th> <th>Current Award rate</th> <th>Current 105% of Award rate</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Employees in coal operations				Allowance	% of standard rate in BCMI Award	Current Award rate	Current 105% of Award rate					<p>28. LEADING HAND ALLOWANCE</p> <p>a) Employees appointed as a Leading Hand shall receive a leading hand allowance of 7 .00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The leading hand allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>35. MEAL ALLOWANCE</p> <p>a) Employee's will be eligible to claim a meal allowance of \$13.90 when:</p> <ul style="list-style-type: none"> I. the Employee was notified of the requirement to work overtime after shift start; II. the Employees daily hours have exceeded 11 hours; and III. the Employee has worked over their standard roster for that day. <p>b) The meal allowance does not apply when an Employee requests to work overtime.</p> <p>c) Where an employee works an additional day outside of their Standard Roster they are eligible to receive the overtime penalty rate for all hours worked on that additional day. The Additional Hours Roster that an Employee may be required to work is treated as an additional day worked for the purposes of this clause.</p>	<p>Under the Proposed Agreement, Employees in coal operations and non-coal operations are entitled to meal allowance in the circumstances stated in step 8 of Appendix 1 to the agreement. The WesTrac Agreement provides for meal allowance in clause 35.</p> <p>Under the Proposed Agreement, the Leading Hand Allowance is only payable for employees in non-coal mining operations, and currently ranges from \$45.97 to \$78.67 based on the number of employees supervised. Under the WesTrac Agreement, the Leading Hand Allowance is a rate of 7% of the base hourly rate for each hour worked.</p>
Employees in coal operations																	
Allowance	% of standard rate in BCMI Award	Current Award rate	Current 105% of Award rate														

<p>Meal allowance – flat rate for each meal where an employee works un-rostered overtime, unless</p> <ul style="list-style-type: none"> notified no later than the previous day of the requirement to work overtime; or supplied with a meal. 		\$18.08	\$18.98		
Employees in other mining operations					
Allowance	% of standard rate in MI Award	Current Award rate	Current 105% of Award rate		
<p>Leading hand allowance – flat rate per week if appointed in writing to such position</p> <ul style="list-style-type: none"> 3 to 10 employees 11 to 20 employees More than 20 employees 	<ul style="list-style-type: none"> 4.4 5.6 7.53 	<ul style="list-style-type: none"> \$43.78 \$55.72 \$74.92 	<ul style="list-style-type: none"> \$45.97 \$58.51 \$78.67 		

Proposed Agreement				WesTrac 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"> notified no later than the previous day of the requirement to work overtime; or supplied with a meal or meal making facilities. 					
No equivalent provisions.				<p>29. TEAM LEADER ALLOWANCE</p> <p>a) Employees appointed as a Team Leader shall receive a team leader allowance of 5.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The team leader allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>30. PRODUCT SUPPORT ADVISOR ALLOWANCE</p> <p>a) Employees appointed as a Product Support Advisor shall receive a product support advisor allowance of 7.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The product support allowance shall form part of the Employee's Ordinary Hourly Rate of pay.</p> <p>31. HIGHER DUTIES ALLOWANCE</p> <p>a) At times an Employee may be asked to temporarily act in a role not covered by the classification structure of the Agreement. The Employee shall receive a higher duties allowance of 10.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The higher duties allowance will form part of the Employees Ordinary Hourly Rate of Pay.</p>	The WesTrac Agreement provides for team leader, product support supervisor, higher duties and assessor allowances and training and study assistance. There are no comparable allowances in the Proposed Agreement.

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>c) An Employee cannot receive a leading hand or team leader allowances where they receive a higher duties allowance.</p> <p>d) In the event that a Field Service Employee is asked to act in a role not covered by the classification structure of the Agreement, they will not be eligible to receive a higher duties allowance, however they will maintain their field service allowance for the duration of that temporary appointment.</p> <p>32. ASSESSOR ALLOWANCE</p> <p>a) Where an Employee is required to complete welding inspection or verification of competency activities the employee shall receive a 4.00% assessor allowance, as a percentage of the Employee's Base Hourly Rate of Pay.</p> <p>b) The assessor allowance is only applied for the hours that the Employee completes these duties.</p> <p>c) The assessor allowance does not form part of the Ordinary Hourly Rate of Pay.</p> <p>39. TRAINING AND STUDY ASSISTANCE</p> <p>a) In accordance with Employer Policy Employees may apply for approved training courses and/or study courses that are related to the work they perform or related to an area that can be beneficial to the Employer.</p> <p>b) Any full-time, part-time, or fixed term contract Employee may apply for study leave and/or assistance without pay. In respect of fixed term contract Employees, the period of study assistance shall not extend beyond the term of their contract or the likely term of their contract.</p> <p>c) In conjunction with the Employee's skills assessment, the Employer and Employee may mutually agree on future training needs.</p> <p>d) Where an Employee believes that a request to training has been rejected by their manager and by rejecting the request it is likely to impact the efficiency of the workshop, they are encouraged to follow the dispute resolution procedure outlined within the Agreement.</p>	
<p>See extract of Appendix 1 above, which provides that allowances will be paid as applicable (i.e. will not be paid if not applicable to an employee at a particular time).</p>	<p>34. CHANGES TO ALLOWANCES</p> <p>a) Temporary or permanent changes to Employment arrangements may alter the applicable allowances for an Employee. The Employer reserves the right to alter allowances</p>	<p>The Proposed Agreement and the WesTrac Agreement both make clear that allowances are paid as applicable only (i.e. when conditions for payment of the allowance are met).</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>where this occurs, in line with the Agreement.</p> <p>I. For example, where an Employee is no longer required to undertake a Leading Hand position they are no longer be eligible to receive a leading hand allowance</p>	
<p><i>No equivalent provision.</i></p>	<p>3. AIMS AND OBJECTIVES</p> <p>The aim of the Agreement is to provide a framework of operation which enables the Employer to effectively compete in the marketplace to maximise its commercial outcomes, in an effort to provide sustainable employment opportunities to its Employees. To facilitate the achievement of this aim, the parties agree to pursue the following objectives:</p> <p>a) to encourage a dedicated and motivated workforce and management team to continually improve on the work they do;</p> <p>b) to reinforce the Employer's core values;</p> <p>c) to achieve strategic KPI's in relation to safety, customer satisfaction and financial results; and</p> <p>d) to foster improvements in flexibility, productivity and efficiency at the workplace.</p>	<p>The Proposed Agreement does not have any comparable terms.</p>
<p><i>No equivalent provision.</i></p>	<p>9. STEERING COMMITTEE</p> <p>a) The Employer will implement a steering committee to assist with the achievement of the aims of this Agreement. In particular the steering committee will aim to improve productivity, efficiency and employee engagement.</p> <p>b) Matters which may be dealt with in the steering committee include, but are not limited to:</p> <p>I. general business updates;</p> <p>II. challenges the business is facing in the industry and methods to address those challenges;</p> <p>III. addressing concerns the Employee group has raised;</p> <p>IV. productivity or quality process improvement suggestions; and</p> <p>V. other general improvements within the workplace.</p> <p>c) The steering committee will be held on a quarterly basis and</p>	<p>The Proposed Agreement does not have any comparable terms.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>be held no less than four times over a 12-month period.</p> <p>d) Unless otherwise agreed, the steering committee will be comprised of a number of employees as agreed between both the Employee group and Employer, to ensure sufficient representation for all service areas of the business.</p> <p>e) Employees on the committee will be provided sufficient time to access the Employees they represent, prior to the steering committee, to prepare for agenda items. Following the steering committee, they will also be provided with appropriate time to report back, where necessary, on issues discussed. The time provided to the Employee representative must be reasonable when taking into consideration the operational requirements of the Employer.</p> <p>f) This committee does not restrict either Party from dealing with issues outside of the steering committee, where appropriate. Furthermore, it is a requirement on both Parties to have attempted to resolve any disputes or concerns through normal business practice.</p>	
<p><i>No equivalent provision.</i></p>	<p>20. EMPLOYERS PROPERTY</p> <p>a) An Employee must not remove any of the Employer's property without express written authorisation.</p> <p>b) An Employee must not use any of the Employer's property for any purpose other than to perform their duties.</p> <p>c) If an Employee has been given express written authorisation to remove any of the Employer's property, they must immediately return it to the Employer when their employment ends (for any reason) or when the Employer requests that Employee to return it.</p> <p>d) If an Employee does not return the Employer's property to the Employer when they are requested to do so, the Employer may deduct and retain from that Employee's salary or allowances the cost of replacing that property, in line with the requirements under the FW Act.</p> <p>e) For the purpose of this clause, the Employers property includes {without limitation):</p> <ul style="list-style-type: none"> I. the Employer's Confidential Information and other records and Documents; II. personal protective equipment and other protective clothing that is supplied to Employees by the 	<p>The Proposed Agreement does not have any comparable terms.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>Employer;</p> <p>III. the Employer's vehicles and tools; and</p> <p>IV. any other plant, property and equipment belonging to the Employer.</p>	
<p><i>No equivalent provision.</i></p>	<p>22. WORKPLACE SURVEILLANCE</p> <p>a) Workplace surveillance is carried out pursuant to the Surveillance Devices Act 1998 (WA) on such surveillance. Any information transmitted or received by, but not limited to, the Employee(s) electronic systems, GPS systems and workplace surveillance cameras may be monitored and in appropriate circumstances, blocked.</p> <p>b) The Employees covered by this Agreement consent to the Employer carrying out such surveillance.</p>	<p>The Proposed Agreement does not have any comparable terms.</p>
<p><i>No equivalent provision.</i></p>	<p>21. CONFIDENTIAL INFORMATION</p> <p>a) Employees acknowledge that: I. during the employment they will acquire or have access to Confidential Information;</p> <p style="padding-left: 40px;">II. Confidential Information is the property of the Employer; and</p> <p style="padding-left: 40px;">III. because of the importance of the Confidential Information to the Employer, the Employer wishes to protect that Confidential Information both during and after the employment.</p> <p>b) Without limiting an Employee's duties at law, at all times during Employment and after the termination of Employment, Employees must:</p> <p style="padding-left: 40px;">I. comply with the Employee(s) Confidential Information Policy, as amended;</p> <p style="padding-left: 40px;">II. keep Confidential Information confidential;</p> <p style="padding-left: 40px;">III. take all practicable steps to prevent the unauthorised disclosure or use of Confidential Information by any other person; and</p> <p style="padding-left: 40px;">IV. not use any Confidential Information for any purpose other than for the purpose of discharging their obligations to the Employer under this Agreement.</p>	<p>The Proposed Agreement does not have any comparable terms.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<i>No equivalent provision.</i>	<p>40. FIRST AID TRAINING</p> <p>a) When mutually agreed with the Employer, Employees shall be trained in basic first aid after completing their probationary period. Any such training shall be conducted by the Company's supplier of choice.</p> <p>b) Where the Employee is an elected OHS Representative they may elect to use a First Aid Training supplier of their choice.</p>	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<p>43. SALARY SACRIFICING</p> <p>a) Salary sacrificing arrangements may be made in accordance with the Employer policy at the time.</p> <p>b) Employees may submit a request in writing to the Human Resources Department to have an additional salary sacrificing option considered by the Employers salary sacrificing provider.</p>	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<p>44. CLOTHING</p> <p>a) Employee clothing will be provided in accordance with Employer Policy</p>	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<p>45. CHARGE CARDS</p> <p>a) Where an Employee is required to travel to complete duties outside of their standard employment, they will be provided with a charge card or similar financial assistance to cover the out of pocket expenses which arise as a result of the travel.</p> <p>b) Where the Employer is unable to provide assistance the Employee is entitled to submit a reimbursement claim, in line with Employer policy.</p>	The Proposed Agreement does not provide for charge cards to be provided to employees.
<i>No equivalent provisions.</i>	<p>65. ROSTERED DAY OFF</p> <p>a) A Rostered Day Off (RDO) process is available to Employees in the interest of providing flexibility in the workplace.</p> <p>b) Employees may elect to participate in a RDO process, whereby an RDO accrual is banked in lieu of the Employee receiving payment of their Ordinary Hourly Rate of Pay.</p> <p style="padding-left: 40px;">I. Where an Employee was entitled to receive a shift penalty rate, in line with this Agreement. they shall not be worse off for accruing their RDO; i.e. where an</p>	The Proposed Agreement does not provide for an RDO system.

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>Employee works eight hours on night shift (which forms part of their Standard Roster) they should receive 7 .6 hours at their Ordinary Hourly Rate of Pay, 0.4 RDO accrual and 8 hours shift penalty.</p> <p>c) RDO hours will accrue at the rate of 0.4 hours per every eight hours worked as part of the Employees Standard Roster.</p> <p>I. RDO hours will not accrue on any leave taken.</p> <p>d) An Employee's RDO accrual balance is to be capped at 100 hours. Where an Employees balance exceeds 100 hours, the Employee shall be paid any additional RDO accrual as ordinary hours in the next available pay period.</p> <p>I. An Employee may elect to cash out their RDO balance at any stage through the completion of the RDO cash out form.</p> <p>e) RDO hours may be taken as a part or whole day.</p> <p>f) When an Employee takes an RDO they will receive their Ordinary Hourly Rate of Pay for each hour taken.</p> <p>g) Either party may provide 24 hours' notice of the requirement to take an RDO, unless otherwise agreed.</p> <p>I. The Employer will take both an Employee's preferences and its operational requirements into account when requesting an Employee to take an RDO or when the Employee requests to take an RDO.</p> <p>III. The Employer may reject an Employee request to take an RDO, where that rejection is considered reasonable in regards to the operational requirements of the business.</p> <p>h) A RDO cannot be taken on a Public Holiday, or whilst an Employee is engaged on a temporary assignment which requires them to undertake work in a different location.</p> <p>i) Employees will be entitled to opt in and out of the RDO process two times per year.</p> <p>I. RDO accrual balances will be paid out in the next available pay period where an Employee opts out.</p> <p>66. FLEXIBLE HOURS</p> <p>a) The Employer and Employees may mutually agree on Flexible Hours arrangements in accordance with this</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences						
	<p>Agreement.</p> <p>b) Flexible Hours shall accrue at the same rate as the hours worked, hour for hour.</p> <p>c) Employees are required to:</p> <ul style="list-style-type: none"> I. Mutually agree upon the flexible working arrangement, prior to accruing the flexible hours, with the Employer; II. Accrue the Flexible Hours prior to using the hours; and III. Use any accrued flexible hours within four weeks of accruing the hours. <p>d) An Employee cannot accrue more than one rostered working day. Exceptions can be made in agreement with the Employees manager.</p>							
<p><i>No equivalent provisions.</i></p>	<p>Appendix B - Grandfathered Terex Conditions</p> <p>69. TEREX GRANDFATHERING ARRANGEMENT</p> <p>a) This appendix to the Agreement outlines grandfathered conditions of employment for Terex Employees.</p> <p>b) All conditions of employment for Terex Employees are provided for within the Agreement, except where otherwise stipulated within this appendix. Where conditions provided within the Agreement differ from those contained within this appendix, the conditions within this appendix apply.</p> <p>70. TEREX REDUNDANCY WEEKS</p> <p>a) Terex Employees will have the below table used when calculating the amount of weeks' pay due in the event that they are made redundant.</p> <table border="1" data-bbox="913 1173 1552 1436"> <thead> <tr> <th data-bbox="913 1173 1232 1265">Period of continuous service</th> <th data-bbox="1232 1173 1552 1265">Redundancy pay</th> </tr> </thead> <tbody> <tr> <td data-bbox="913 1265 1232 1348">Less than 1 year</td> <td data-bbox="1232 1265 1552 1348">Nil</td> </tr> <tr> <td data-bbox="913 1348 1232 1436">1 year and less than 2 years</td> <td data-bbox="1232 1348 1552 1436">4 weeks' pay</td> </tr> </tbody> </table>	Period of continuous service	Redundancy pay	Less than 1 year	Nil	1 year and less than 2 years	4 weeks' pay	<p>The WesTrac Agreement sets out grandfathered conditions for Terex employees.</p>
Period of continuous service	Redundancy pay							
Less than 1 year	Nil							
1 year and less than 2 years	4 weeks' pay							

Proposed Agreement	WesTrac Agreement		Additional comments on differences
	2 years and less than 3 years	6 weeks' pay	
	3 years and less than 4 years	7 weeks' pay	
	4 years and less than 5 years	8 weeks' pay	
	5 years and less than 6 years	10 weeks' pay	
	6 years and less than 7 years	12 weeks' pay	
	7 years and less than 8 years	14 weeks' pay	
	8 years and less than 9 years	16 weeks' pay	
	9 years and less than 10 years	18 weeks pay	
	10 years and above	20 weeks pay	
	<p>71. TEREX SUPERANNUATION</p> <p>a) Terex Employees will continue receive grandfathered superannuation payments at a rate of 11.00% of the Employees Ordinary Hourly Rate of Pay for all hours worked as part of the Employees Standard Roster.</p> <p>72. TEREX HEALTH INSURANCE SUBSIDY</p> <p>a) Terex Employees are entitled to a grandfathered health insurance subsidy payment of \$396.00, paid quarterly</p>		
No equivalent provisions.	<p>Appendix C - Grandfathered Wages Conditions</p> <p>Wages Employee means an Employee engaged under a wages contract arrangement grandfathered by the Employer, which entitles that Employee to receive some grandfathered conditions as per Appendix C- Grandfathered Wages</p>		The WesTrac Agreement sets out grandfathered conditions for wages employees.

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>Conditions</p> <p>73. WAGES GRANDFATHERING ARRANGEMENT</p> <p>a) This appendix to the Agreement outlines grandfathered conditions of employment for Wages Employees.</p> <p>b) All conditions of employment for Wages Employees are provided for within the Agreement, except where otherwise stipulated within this appendix. Where conditions provided within the Agreement differ from those contained within this appendix, the conditions within this appendix apply.</p> <p>c) A Wages Employee may elect in writing to transition to all conditions of employment provided for within the Agreement and forgo any grandfathered conditions outlined within this appendix.</p> <p style="padding-left: 40px;">I. In the event of an Employee electing to undertake this transition, the Employee may not elect to transfer back to a wages contract.</p> <p>74. WAGES CLASSIFICATION STRUCTURE</p> <p>a) The Base Rates of Pay associated to Wages Employees are outlined below</p>	

Proposed Agreement	WesTrac Agreement						Additional comments on differences
	Classification	Classification level	Base Hourly Rate of Pay under Previous Agreement	Base Hourly Rate of Pay at commencement of agreement	Base Hourly rate of pay at January 2020	Base Hourly Rate of Pay at January 2021	
	Qualified tradesperson	Base	\$29.55	\$30.44	\$31.35	\$32.29	
		Merit 1	\$30.64	\$31.56	\$32.51	\$33.48	
		Merit 2	\$32.33	\$33.30	\$34.30	\$35.33	
		Merit 3	\$33.46	\$34.46	\$35.50	\$36.56	
		Merit 4	\$34.58	\$35.62	\$36.69	\$37.79	
		Merit 5	\$35.99	\$37.07	\$38.18	\$39.33	
		Merit 6	\$37.78	\$38.91	\$40.08	\$41.28	
	b) In the event that an Employee elects to transition off of a wages contract, in line with 73.c., their rates of pay will be transferred in line with the below table.						
	Wages Contract Classification			Agreement Classification			
	Classification	Classification level	Classification	Classification level			
	Qualified tradesperson	Base	Tradesperson		Base		
		Merit 1			Step 2		
		Merit 2			Step 4		
		Merit 3			Step 5		

Proposed Agreement	WesTrac Agreement			Additional comments on differences								
		Merit 4		Step 6								
		Merit 5		Step 8								
		Merit 6		Step 10								
	<p>75. WAGES PERFORMANCE REVIEW</p>											
	<p>a) A Wages Employee may request, not more than once in any three-month period, to sit a merit examination and the Employer shall permit the Employee to sit the examination where, in the opinion of the Employer, the Employee meets the requirements of the current merit level under which the Employee is currently paid.</p> <p>b) A Wages Employee may also be reclassified in conjunction with the Employee's performance review, which the Employer will conduct annually.</p>											
	<p>76. WAGES LOCATION ALLOWANCE</p>											
	<p>a) Subject to the provisions of the location allowance clause contained within the Agreement a Wages Employee who permanently resides and performs work in the following locations will be paid an all-purpose weekly location allowance as prescribed below.</p>											
	<table border="1"> <thead> <tr> <th data-bbox="904 912 1245 976">Location</th> <th data-bbox="1245 912 1599 976">Allowance</th> </tr> </thead> <tbody> <tr> <td data-bbox="904 976 1245 1040">Bunbury / Geraldton</td> <td data-bbox="1245 976 1599 1040">\$12.50</td> </tr> <tr> <td data-bbox="904 1040 1245 1104">Kalgoorlie</td> <td data-bbox="1245 1040 1599 1104">\$54.00</td> </tr> <tr> <td data-bbox="904 1104 1245 1184">Northwest / Pilbara</td> <td data-bbox="1245 1104 1599 1184">\$72.00</td> </tr> </tbody> </table>			Location	Allowance	Bunbury / Geraldton	\$12.50	Kalgoorlie	\$54.00	Northwest / Pilbara	\$72.00	
Location	Allowance											
Bunbury / Geraldton	\$12.50											
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Northwest / Pilbara	\$72.00											
	<p>WAGES FIELD SERVICE ALLOWANCE</p>											
	<p>a) Field Service Employees appointed in writing as such by the Employer, and employed on a Wages Contract, will be paid an all-purpose Field Service Allowance for each hour worked. An Employee's entitlement under this clause shall be determined by the zone in which they reside, in accordance with 77.b.</p>											

Proposed Agreement	WesTrac Agreement		Additional comments on differences
	Location	Allowance	
	Metropolitan region (zones 5-7, 10-21)	\$2.40 per hour	
	South-west region (zones 8-9)	\$2.70 per hour	
	All other regions	\$2.90 per hour	
	b) Zones are outlined below:		
	1.	Broome, Cocos/ Christmas Islands, Derby - West Kimberley, Halls Creeks and Wyndham – East Kimberley.	
	2.	Ashburton, East Pilbara, Port Headland and Roeboume	
	3.	Carnamah, Camarvon, Chapman Valley, Coorow, Cue, Exmouth, Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Mullewa, Northampton, Perenjori, Shark Bay, Three Springs, Upper Gascoyne, Wiluna and Yalgoo.	
	4.	Coolgardie, Dun~as. Esperance, Kalgoorlie Boulder, Laverton, Leonora, Menzies, Ravensthorpe, Sandstone, Westonia and Yilgarn	
	5.	Chittering, Dalwallinu, Gingin, Koorda, Moora, Toodyay, Victoria Plains and Wongan-Ballidu	
	6.	Cunderdin, Dowerin, Goomalling, Kellerberrin, Merredin, Mount Marshall, Mukinbudin, Tammin, Trayning and Wyalkatchem	

Proposed Agreement	WesTrac Agreement		Additional comments on differences
	7.	Beverly, Brookton, Bruce Rock, Corrigin, Corrogin, Cuballing, Kondinin, Kulin, Narembeen, Narrogin, Northam, Pingelly, Quairading, Wickepin and York.	
	8.	Albany, Broomhill, Cranbrook, Denmark., Dumbelyung, Gnowangerup, Jerramungup, Katanning, Kent, Kojonup, Lake Grace, Plantagenet, Tambellup, Wagin, Williams and Woodanilling	
	9.	Augusta/ Margaret River, Beddington, Boyup Brook , Bridgetown/Greenbushes, Sunbury, Busselton, Capel, Collie, Dardanup, Donnybrook/Ballingup, Harvey, Manjimup, Murray, Nannup, Waroona and West Arthur	
	10.	Wanneroo	
	11.	Swan	
	12.	Mundaring	
	13.	Armadales and Kalamunda	
	14.	Canning, Gosnells, South Perth and Victoria Park	
	15.	Serpentine/ Jarrahdale	
	16.	Mandurah and Rockingham	
	17.	Cockburn and Kwinana	
	18.	East Fremantle, Fremantle and Melville	
	19.	Bassendean, Bayswater and Belmont	
	20.	Cambridge, Claremont, Cottesloe, Mosman Park, Nedlands, Stirling, Subiaco and Vincent	
	21.	Perth	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>WAGES LEADING HAND ALLOWANCE</p> <p>a) Wages Employees who are appointed in writing to act as a Leading Hand shall be entitled to receive a 7.00% leading hand allowance as a part of their Ordinary Hourly Rate of Pay.</p> <p>79. WAGES TOOLING ALLOWANCE</p> <p>a) Wages Employees will receive a tooling allowance of \$12.50 per week.</p> <p style="padding-left: 40px;">I. Employees must provide their own hand tools in accordance with the Employer's applicable policy, located on the intranet and can be obtained from Human Resources.</p> <p style="padding-left: 40px;">II. An Employee may choose to have their toolbox insured in accordance with the Employer's applicable policy.</p> <p>80. WAGES MEAL ALLOWANCE</p> <p>Where a Wages Employee completes three hours overtime in addition to their Standard Roster for that day they will be eligible to receive a meal allowance of \$13.90.</p> <p>81. WAGES OVERTIME</p> <p>a) Where a Wages Employee works more than their agreed minimum number of hours per day:</p> <p style="padding-left: 40px;">I. for all hours worked up to and including the hours that make up their Standard Roster in a day, the Employee will be paid at their Ordinary Hourly Rate of Pay;</p> <p style="padding-left: 40px;">II. for the first two hours worked thereafter the Employee will receive an additional 50.00% overtime penalty loading (time and a half applied to the Employee's Base Hourly Rate of Pay; then</p> <p style="padding-left: 40px;">III. for every hour thereafter the Employee will receive an additional 100.00% overtime penalty loading (double time) applied to the Employee's Base Hourly Rate of Pay.</p> <p>b) Where a Wages Employee works the major portion of their shift on a Saturday, Sunday or Public Holiday, the Employee shall be paid as follows:</p> <p style="padding-left: 40px;">I. Saturday; the Employee shall receive;</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>i. an additional 50.00% overtime penalty rate (time and a half overtime penalty loading applied to their Base Hourly Rate of Pay for the first two hours; and</p> <p>ii. an additional 100.00% overtime penalty rate (double time) applied to their Base Hourly Rate of Pay, thereafter.</p> <p>II. Sunday; the Employee shall receive an additional 100.00% overtime penalty rate (double time) applied to their Base Hourly Rate of Pay for each hour worked.</p> <p>III. Public Holidays; the Employee shall receive an additional 150.00% overtime penalty rate (double time and a half applied to their Base Hourly Rate of Pay for each hour worked.</p> <p>82. WAGES ANNUAL LEAVE LOADING</p> <p>a) Wages Employees will receive 17.5% leave loading.</p>	