

# Employee Q&As

## OS Maintenance EA

This is the latest Maintenance Enterprise Agreement Q&A Pack.

As at Thursday 2 May 2024

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### Top 10 Q&A

#### What is happening?

After a long time coming, we're taking the Maintenance EA to **employee ballot** again. All OS employees who will be covered by the proposed EA will be able to vote and have their say between **Monday 27 to Friday 31 May 2024**. There are now a number of steps we need to take in the lead up to the ballot opening.

#### What will happen now?

All OS employees who will be covered by the proposed EA will be able to vote and have their say between 27 May – 31 May 2024. Over the next few weeks, leaders will be taking you through the detail of the offer, and answering any questions you may have.

#### We voted up our EA 12 months ago why are we voting again?

As you know, our national EA for Maintenance was voted up by a significant majority in March last year. This was an exciting milestone – you supported OS and that is greatly appreciated.

We then worked busily in the background on the required process to seek the Fair Work Commission's (FWC) approval. Unfortunately, this was made more complicated due to the MEU opposing our agreement and ultimately, we determined the best path forward was to withdraw our approval application with the FWC.

Since then, we've been continuing to attend bargaining meetings while we worked through the issues and are back at a place where we're confident we can move forward.

### What are the headlines of the offer?

- **\$5,000 sign on bonus** (ballot incentive: paid in the first full pay period following a successful ballot, not waiting FWC approval.)
- A guaranteed **minimum 4% increase** to your Annual Salary through the Annual Reward Review process July to September of each year.
- A guarantee the EA Salary will always remain 5% more than the relevant Award and current salary will not go backwards
- **\$8000 Local Allowance** per year for residential workers (ballot incentive: backdated to August 2023, when OS made a decision to withdraw the arrival application from FWC)
- **\$5000 Travel Allowance** per year for workers who commute (DIDO/BIBO) (ballot incentive: backdated to August 2023, when OS made a decision to withdraw the arrival application from FWC)
- **Paid flights** for OS FIFO Flights
- And more....

### What's different in the offer to what we voted on last year?

- **Increased the local allowance to \$8,000** (from \$6000). The travel and commute entitlements seek to provide benefits to team members and assist with travel or living costs. But – we believe \$8,000 makes it fairer for our local team members. Our local team members are important to us and the communities we operate in.
- **Introduced 4% minimum annual salary increases** Under the EA, every team member will receive at least a 4% increase to their salary each year, over the four year agreement, to give you extra certainty. Importantly, our model still allows us to reward strong performance – as is the OS way.
- **QLD only hub** – we've changed the East Coast Hub to be a Queensland only hub – giving you confidence that you won't be transferred outside of QLD without your agreement.

### Why has this taken 12 months?

The delay is largely due to the MEU opposing our application to the FWC for approval of the Agreement.

The required process to secure formal FWC approval is a technical process which takes time.

However, it was made even more complicated due to the MEU opposing our application for approval.

The MEU had stated they wished to be bound by the agreement if approved, suggesting they were generally supportive of the conditions and benefits that you voted for. Despite this, they raised an objection to our application for approval by arguing some technical issues relating to the EA.

After much consideration, we determined the best path forward was to withdraw our approval application with the FWC in August last year. This was not the outcome that any of us wanted, it was disappointing, and the decision was not made lightly.

Since then, we've been working busily in the background taking all required steps to ensure the issues raised last time are now resolved.

We appreciate and share in your frustration that the EA you voted for 12 months ago isn't yet in place. You've been extremely patient, and we thank you for this.

To thank you for your ongoing support and patience, in the event of a successful ballot:

- We will pay the \$5000 sign on bonus, in the first full pay period following a successful ballot, not waiting for FWC approval.
- We will backdate allowances to August 2023 when OS withdrew the EA from the FWC approval process - \$8000 (per annum) local allowance and \$5000 (per annum) commute allowance on commencement of the EA.

### **Will anything be backdated?**

Yes. To thank you for your patience, upon commencement of the EA, we will backdate allowances to August 2023 when OS withdrew the EA from the FWC approval process - \$8000 (per annum) local allowance and \$5000 (per annum) commute allowance.

### **If we vote it up will it get approved this time?**

Frustratingly, we anticipate it is highly likely the MEU will again oppose any application for approval of a subsequent Agreement. Unfortunately, we can't control the Unions but what we do know for sure is that:

1. We have taken all required steps to ensure the issues raised last time are now resolved.
2. This is the only path forward to reach an agreement.

### **What is happening with the Production EA?**

The production team voted up their agreement by a large majority in July last year, however, it has been delayed in the approval process due to the Mining and Energy Union (MEU) challenging the approval, like they did for Maintenance. It is now with the FWC to review both OS and the MEU's position and they will make a final decision. We've been advised this may take a few months.

### **Where can I get a copy of the proposed EA?**

You can access the EA via the [OS EA information hub](#) (website), or you can ask your leader for a hard copy version.

You will also receive a ballot pack closer to the ballot. This will be sent via email and will include a copy of the proposed Agreement as well as explanation material and instructions on how to access all of the relevant information about the proposed Agreement.

## **Employee Ballot**

### **What is happening?**

After a long time coming, we're taking the Maintenance EA to **employee ballot** again. All OS employees who will be covered by the proposed EA will be able to vote and have their say between **Monday 27 and Friday 31 May 2024**. There are now a number of steps we need to take in the lead up to the ballot opening, and you'll be hearing from us soon.

### **What will happen now?**

All OS employees who will be covered by the proposed EA will be able to vote and have their say between Monday 27 and Friday 31 May 2024. Over the next few weeks, leaders will be taking you through the detail of the offer, and answering any questions you may have.

### **Why has this taken 12 months?**

The delay is largely due to the MEU opposing our application to the FWC for approval of the Agreement.

The required process to secure formal FWC approval is a technical process which takes time. However, it was made even more complicated due to the MEU opposing our application for approval. The MEU had stated they wished to be bound by the agreement if approved, suggesting they were generally supportive of the conditions and benefits that you voted for. Despite this, they raised an objection to our application for approval by arguing some technical issues relating to the EA.

After much consideration, we determined the best path forward was to withdraw our approval application with the FWC in August last year. This was not the outcome that any of us wanted, it was disappointing, and the decision was not made lightly.

Since then, we've been working busily in the background taking all required steps to ensure the issues raised last time are now resolved.

We appreciate and share in your frustration that the EA you voted for 12 months ago isn't yet in place. You've been extremely patient, and we thank you for this.

To thank you for your ongoing support and patience, if a majority vote in support of the EA:

- We will pay the \$5000 sign on bonus in the first full pay period following a successful ballot, not waiting for FWC approval.
- On commencement of the EA, we will backdate allowances to August 2023 when OS withdrew the EA from the FWC approval process - \$8000 (per annum) local allowance and \$5000 (per annum) commute allowance.

### **Will anything be backdated?**

Yes. To thank you for your patience, upon commencement of the EA, we will backdate allowances to August 2023 when OS withdrew the EA from the FWC approval process - \$8000 (per annum) local allowance and \$5000 (per annum) commute allowance.

### **Why do we need to vote again?**

Because the EA never received approval from the FWC following the March 2023 ballot, we are required to take the EA back to a ballot which will allow all employees covered by the proposed Agreement to have their say.

### **If we vote it up will it get approved this time?**

Frustratingly, we anticipate it is highly likely the MEU will again oppose any application for approval of a subsequent Agreement. Unfortunately, we can't control the Unions but what we do know for sure is that:

1. We have taken all required steps to ensure the issues raised last time are now resolved.
2. This is the only path forward to reach an agreement.

### **When is the ballot?**

The ballot will open on Monday, 27 May 2024 and will close on Friday, 31 May 2024. You will be provided with exact open/closing times in the coming weeks, and we will continue to make sure these dates/times are frequently communicated to ensure you have an opportunity to cast your vote.

An external voting provider – CorpVote – will conduct the ballot. The ballot will be successful if a majority of valid votes cast are 'Yes' to approve the proposed Agreement. All employees will be provided with instructions on how to vote, a copy of the EA and an explanation of the terms of the proposed Agreement.

### **How do I know if I'm eligible to vote?**

Anyone who is covered by the proposed EA is eligible to vote. The proposed EA covers Employees who undertake maintenance activities on a mining operation, which includes WA Port Operations (Port Hedland).

**Are the OS employees at FutureFit Academy (Mackay and Perth) or Repair Centres covered by the proposed EA?**

No, the proposed EA covers Employees who undertake maintenance activities on a mining operation, which includes WA Port Operations (Port Hedland). When graduates from the FutureFit Academy deploy to a mining operation they will be covered by the OS Maintenance Agreement.

Repair Centre employees have their own Agreement.

**Can changes be made to the proposed Agreement once it is approved by the Fair Work Commission?**

No – not usually.

Once the proposed Agreement is approved then it will continue to apply to employees until it is either replaced by a new enterprise agreement or terminated. There is a process to vary an enterprise agreement, but it is not commonly used and when it is, generally amendments can't be done without a majority support vote from employees covered by the Agreement.

If there are changes to the minimum terms and conditions in the Fair Work Act 2009 (the National Employment Standards) which are more beneficial than the terms which are currently in the proposed Enterprise Agreement, then the Company must ensure that it complies with the more favourable provisions in the National Employment Standards.

**Are you announcing ballot now that we have divested two sites?**

No. The EA process is separate to the completed sale of Blackwater and Daunia mines.

While neither of the OS EAs were approved prior to the sale, OS have paid eligible former employees deployed at Blackwater and Daunia a payment of \$5,000. This payment was the Site Work Package Completion payment, and is in recognition of employees' patience and support during the EA process.

**What happens if the proposed Agreement is voted down by the majority of employees?** If the proposed Agreement is voted down by the majority of employees, whilst we will be disappointed, we will respect the outcome of the employee ballot. OS would need to take some time to consider the options available, including engaging with employees to understand the reasons for the unsuccessful ballot.

If the proposed Agreement is voted down by the majority of employees, the sign on bonus will not be paid.

## The offer

**What are the headlines of the offer?**

- **\$5,000 sign on bonus** (ballot incentive: paid in the first full pay period following a successful ballot, not waiting FWC approval.)
- A guaranteed **minimum 4% increase** to your Annual Salary through the Annual Reward Review process July to September of each year.
- A guarantee the EA Salary will always remain 5% more than the relevant Award and current salary will not go backwards
- **\$8000 Local Allowance** per year for residential workers (ballot incentive: backdated to August 2023, when OS made a decision to withdraw the arrival application from FWC)

- **\$5000 Travel Allowance** per year for workers who commute (DIDO/BIBO) (ballot incentive: backdated to August 2023, when OS made a decision to withdraw the arrival application from FWC)
- **Paid flights** for OS FIFO Flights
- And more....

#### What is the whole offer?

- **\$5,000 sign on bonus** (ballot incentive: paid in the first full pay period following a successful ballot, not waiting for FWC approval).
- A guaranteed **minimum 4% increase** to your Annual Salary through the Annual Reward Review process July to September of each year.
- A guarantee the EA Salary will always remain 5% more than the relevant Award and current salary will not go backwards
- **\$8000 Local Allowance** per year for residential workers (ballot incentive: backdated to August 2023, when OS made a decision to withdraw the arrival application from FWC)
- **\$5000 Travel Allowance** per year for workers who commute (DIDO/BIBO) (ballot incentive: backdated to August 2023, when OS made a decision to withdraw the arrival application from FWC)
- **Paid flights** for OS FIFO Flights
- Unused personal (sick/care's) leave paid on exit
- Access to BHP matched superannuation policy
- Inclusion of BHP Redundancy, Parental Leave, Public Service Leave and Family & Domestic Violence Support Policies
- A four year term
- National Scope

#### And more:

- Removal of casual employment
- No transfers between hubs (e.g. Qld to West or West to South) without Employee agreement
- Locking in salaries will be paid fortnightly
- Clarifying meal breaks will be paid, and that travel time to/from the crib room is counted as time worked and not the meal break
- Inclusion of the model consultation clause
- Inclusion of the model flexibility term
- Including a clause for leave without pay
- Clarifying employees stood aside for misconduct will be paid so long as they actively participate in the investigation process
- Capping probationary periods at 6 months
- Outlining overtime or TOIL will be provided for training in non-rostered hours
- Including an inclement weather clause
- Providing additional notice periods for roster changes

#### What's different in the offer to what we voted on last year?

- **Increased the local allowance to \$8,000** (from \$6000). The travel and commute entitlements seek to provide benefits to team members and assist with travel or living costs. But – we believe \$8,000 makes it fairer for our local team members. Our local team members are important to us and the communities we operate in.
- **Introduced 4% minimum annual salary increases** Under the EA, every team member will receive at least a 4% increase to their salary each year, over the four year agreement, to give you extra certainty. Importantly, our model still allows us to reward strong performance – as is the OS way.
- **QLD only hub** – we've changed the East Coast Hub to be a Queensland only hub – giving you confidence that you won't be transferred outside of QLD without your agreement.

## Term

#### What is the term of the EA?

The proposed EA has a four-year term. If the majority of eligible voters support the proposed Agreement and it receives final approval from the Fair Work Commission, the proposed EA would be in effect for 4 years.

## Sign on Bonus

### How does the sign on bonus work?

Like last time, to recognise your ongoing patience, support, and commitment to OS through this process we're offering a **\$5000 sign on bonus** if the agreement is voted up.

This time, if the ballot is successful, the **\$5000 sign on bonus** will be paid in the first full pay period following a successful ballot. We won't be waiting for the FWC to approve it.

You did your part last time in voting in support of the agreement and that meant a lot to us. Ultimately, the MEU opposing our agreement and our decision to withdraw from the approval process meant it took too long and you have been extremely patient and committed throughout this time.

This is our way of saying thank you.

- The sign on bonus will be paid to existing employees who:
  - Are eligible to vote for the EA
  - Are employed by OS on or before 27 May 2024 (date ballot opens).
  - Are still employed by OS on the payment date (without having received notice terminating their employment)

If the ballot is successful, all employees who are covered under the EA will receive the sign on bonus, regardless if they voted or how they voted.

## Salaries

### What is in the offer about salaries?

Your core individual compensation, including your salary and reward for high performance is through your employment contract. This will not change under the EA. Instead, the EA increases your minimum safety-net, which ultimately provides you with further certainty.

- **Minimum annual salary increase of 4% each year**

Under the EA, every team member will receive at least a 4% increase to their annual salary each year, over the four year agreement, to give you extra certainty.

Importantly, our model still allows us to reward strong performance – as is the OS way.

- **Salaries won't go backwards**

The EA guarantees contract salaries will not be reduced during the term of the EA, except in some circumstances where a team member changes rosters or classifications. In these circumstances, your Leader will discuss these changes with you, and they will only be made with your agreement.

- **Above Award Guarantee**

Salaries will be at least 105% of the amount which would be payable under the relevant Modern Award (known as the Above Award Guarantee). Whilst we continue to reward and compensate team members per their employment contract, the EA ensures their salary is at least 5% more than the Award for your roster.

Many of you are already paid well above the Award. In July each year, minimum Award rates are reviewed by the Fair Work Commission. If an Award increase occurred and it resulted in your salary falling below 105% of the Award, under the proposed EA you will get an increase. If you already get paid more than 105% of the Award, then your salary would remain as is.



- Your salary will be increased by a minimum of 4% each year, either through ARR, the modern Award review and a subsequent increase to the AAG or a combination of both.

**If an Award increase occurred and it resulted in any salaries falling below 105% of the Award, will affected employees get an increase?**

Yes. This is how the Above Award Guarantee will work. All employees covered by the proposed Agreement will be eligible for a salary increase if any Award increase resulted in their salary falling below the Above Award Guarantee of 105% of the relevant Award.

**If I already get paid more than 105% of the Award, will I still be eligible for a 4% salary increase each year?**

Yes. You won't get an increase through the Above Award Guarantee, but you will through the ARR process. Your Annual Review (ARR), explained above, will still occur every year regardless, and employees are guaranteed at least a 4% increase each year through either ARR, the modern award review, or a combination of both.

**Where can I go to compare my salary to the indicative AAG tables for my role classification?**

You can visit the [OS EA information hub](#) to see AAG tables and compare your salary including night shift allowance (if applicable). Details of your salary can be found on your payslip.

**How will we incentivise performance with minimum 4% annual increases for everyone?**

Importantly, our model still allows us to reward strong performance – as is the OS way – by compensating individuals over and above this minimum through your annual review or the STI process.

**Will there be levels of pay in the EA?**

Team members individual contracts of employment sets out their annual salary.

To keep things simple, the proposed EA explains how safety net salaries are calculated – which is based on rostered hours of work.

Because OS employees work a variety of rosters/hours, we haven't specifically included corresponding minimum salaries for each roster type. However, under the proposed EA they will be entitled to a minimum annual salary being that which you would have received under the applicable modern award, plus an additional 5%.

In any event, the salary in team members contract of employment is based on their role, trade qualifications, experience and roster. All OS team members have their salary reviewed as part of our annual processes.

**What is the Annual Reward Review Process (ARR)?**

BHP's ARR may not be familiar for everyone. So here's an explainer:

- Your annual salary review ensures your salary remains market competitive.
- Your salary is reviewed individually. Factors considered, in addition to market competitiveness, include your own performance.
- This process allows us to reward strong performance, rather than giving everyone the same increase.
- Last year on average, our team received at least 4% salary increases, but not everyone gets the same.

## Same Job Same Pay

**How will Same Job Same Pay legislation impact the EA?**

- SJSP is new legislation, and it hasn't been tested through the Fair Work Commission.
- Like all other employers across Australia, BHP is working to learn more.



- Given this lack of clarity, it wouldn't be helpful for anyone to try to predict outcomes or provide guarantees.
- What we do know, is that it applies regardless of whether you're a Union member or not, or under an EA.
- As always – We will keep you updated, if we learn anything that impacts our teams, you'll hear it from us first.

#### **Do I need to be a union member for SJSP to apply to me?**

No, the SJSP legislation applies regardless of whether you're a union member or not.

#### **Will Same Job Same Pay still apply if we have an EA?**

- Yes. Despite the lack of clarity, one thing we are clear on is that this legislation can apply regardless of whether a worker is covered by an enterprise agreement.
- Like all other employers across Australia, BHP is working to learn more. Trust that if we learn anything that impacts our teams, you'll hear it from us first.

## **STI Bonus**

#### **How does the OS incentive scheme work?**

Team members contract of employment provides that they may be eligible to participate in the Company Incentive Program, as amended from time to time.

The BHP Short Term Incentive (STI) Scheme enables Employees to earn additional reward through performance-based pay that recognises collective and individual performance outcomes and results. The scheme currently offers a 10% target for eligible employees, with the opportunity for stretch outcomes based on performance and safety.

Employees on part-time working arrangements will have their incentive outcome adjusted at the time of the calculation to reflect their working arrangement or eligible days.

Similarly, employees who have had periods of unpaid leave during the year, will have their Incentive adjusted at the time of calculation to reflect the portion of the year worked and eligible days.

You can find more information about the [STI here](#).

## **Flights, Travel Allowance and Local Allowance**

#### **What is the offer on paid flights?**

Employees who are not local or cannot commute, are non-local employees. OS will provide non-local/FIFO employees with:

- Fully funded return flights to the local area from specific destinations at set times
- village or other accommodation during the rostered swing of work
- travel to and from site from the accommodation each day that they perform work as directed

#### **What is the travel/commute allowance?**

Commute Employee lives outside a daily driving radius but can drive/bus in and out of that site for each swing. OS will provide Commute Employees with:

- a travel allowance of \$5000 per year, paid in fortnightly instalments for all incidental costs incurred while travelling to and from their residence
- village or other accommodation during the rostered swing of work
- transport to and from site and accommodation each day that they perform work as directed

#### **What is the local allowance?**

A Local Employee is an employee who resides within a radius where they can drive to the site where they are working each day. Local Employees travel to and from site each day that they perform work by their own means and at their own expense. Local Employees will be paid a local allowance of

**\$8000 per year**, paid in equal fortnightly instalments, for each fortnight the employee performs work or is on paid leave.

**If I have other housing arrangements with BHP (such as subsidised housing) do I receive the \$8000 local allowance?**

No, as set out in clause 20 of the proposed EA, the \$8000 local allowance will not apply where an Employee accepts other housing arrangements with the Company, such as subsidised housing.

**Why are there differences in value between the paid flights, local allowance and travel/commute allowance?**

OS operates a unique model where Employees are not employed to work in a single location and are able to choose where to reside.

The travel and accommodation entitlements in clause 20 of the proposed EA seek to provide benefits to all OS Employees, but they don't set out to provide the same entitlement given the differences in individual circumstances.

- The local allowance is intended to compensate for the increased costs associated with living in local and remote communities. This allowance is consistent with proposals put forward by bargaining representatives throughout the bargaining process.
- The travel allowance is intended to compensate for incidentals associated with commuting to and from an Employee's place of residence and their camp accommodation, such as fuel and the costs of running a car.
- For Non-Local Employees, the proposed EA provides certainty paid flights will be provided from designated locations, to support them in getting to and from work.

**I have recently changed my arrangements, (commute/local/fifo) what allowance applies to me?**

In determining which allowance applies to you, OS will review and rely on existing data that reflects your current circumstance. If your circumstances have changed, please let your Line Leader know to ensure you are receiving the correct allowance.

**Will anything be backdated?**

Yes. To thank you for your patience, upon commencement of the EA, we will backdate allowances to August 2023 when OS withdrew the EA from the FWC approval process - \$8000 (per annum) local allowance and \$5000 (per annum) commute allowance.

## Policy Positions

**What policy positions are proposed?**

Throughout the course of bargaining, OS has heard from employees that they want certainty regarding policy positions. With this in mind, OS has agreed to locking in the following policies for the term of the Agreement:

- BHP Redundancy Policy Schedule – Australia
- BHP Parental Leave Australia Policy
- BHP Public Service Leave – Australia Policy
- BHP Family and Domestic Violence Support Policy

If policy entitlements increase, Employees will receive the increased benefit, however the current existing benefit cannot be reduced for the term of Agreement.

OS has also enabled Employees having access to matched superannuation via the BHP Employee Matching Contribution Policy.

**Where can I find more information on the BHP Parental Leave, Public Service Leave and Family & Domestic Violence Support Policy positions?**

You can access BHP policies via the Digital Workspace or myHR+. The relevant policies have also been linked below:

[BHP Family and Domestic Violence Support Policy](#)

[BHP Parental Leave Australia Policy](#)

[Public Service Leave - Australia Policy](#)

### How does redundancy work?

Clause 25 of the proposed EA locks in that for the term of the EA, redundancy entitlements will be no less than that set out in the BHP Redundancy Termination Australia Policy at the commencement of the EA. This policy can be accessed via the below link:

[BHP Redundancy Termination Australia Policy](#)

## Matched Superannuation

### What is the matched superannuation policy?

The BHP Employee Matching Contribution Policy, as amended from time to time, enables eligible employees to make additional superannuation contributions and to have those contributions matched by BHP.

Currently, BHP provides eligible employees with an increased employer contribution as follows:

Your regular contribution rate		BHP's regular contribution rate p.a.
After tax p.a.	Before tax p.a.	
0.00%	0.00%	11.00%
2.00%	2.35%	12.00%
3.00%	3.53%	14.00% (max.)

For example, if you earn \$120,000:

- BHP contribute the normal 11% as your Superannuation Guarantee = \$13,200.
- Then, you can contribute up to 3% after tax yourself = \$3,600
- BHP will then MATCH your contribution and also contribute another 3% (\$3,600).
- Your total superannuation = 11% +3% (BHP) + 3% (your contribution) = 17% = \$20,400 p.a.
- That's an extra free \$3600 every year (more if you earn more than \$120,000 p.a.)

## Sick leave paid on exit

### What is the offer for pay out of Personal (Sick)/ Carer's leave?

Accrued but untaken personal (sick) / carer's leave will be paid out on termination of employment, except where:

- The termination is a result of serious misconduct;
- The Employee is within probation;
- The personal/carers leave transfers to a new employer (e.g. if an OS Employee accepts a role with BHP WAIO, their personal/carers leave would transfer rather than be paid out).

This means, except for Employees within probation or who are transferring employment, unused personal (sick) / carer's leave will be paid out on:

- Resignation
- Retirement
- Separation for death or ill health
- Redundancy
- Dismissal (except where the dismissal is for serious misconduct)

## Hubs

### **Will national EAs allow team members to be transferred wherever the business wants?**

No.

The EA provides that, regardless of what is stated in your contract of employment, a result of the EA employees are employed to work at any mining operation within their "hub" as directed by the Company from time to time.

The hubs are defined in the EA as:

- Queensland Hub which includes all mining operations in Queensland at which the Company provides services now or in the future;
- Western Australia Hub which includes all mining operations in Western Australia at which the Company provides services now or in the future;
- South Australia Hub which includes all mining operations in South Australia at which the Company provides services now or in the future; and
- any additional region the Company designates as a new hub in the future.

You can't be transferred between hubs (e.g. between the Queensland and Western Australia Hubs) without your agreement. If you are working in the Queensland Hub on commencement of the EA then that remains your hub unless you agree to a change.

Within your hub, you will work in a specific deployment as directed by the Company. A deployment can be at one mining operation in the hub or cover multiple mining operations (for example, a shutdown maintenance deployment may be stated to cover multiple mining operations). You be will be told this when commencing in your deployment.

If your deployment changes within your hub, you will be given at least 14 days notice unless you agree to a shorter period.

## EA 101

### **What is an EA?**

An Enterprise Agreement (sometimes referred to as an 'EA' or 'EBA' is an agreement between an employer and a group of employees.

It sets minimum terms and conditions (T&Cs) of employment that apply to that group of workers. It also guarantees agreed benefits, as determined through the bargaining process.

In simple terms through the T&Cs and benefits, EAs leave you better off overall than the conditions in relevant modern Awards.

### **Why do we need an EA when we have an Award?**

Our proposed EA, for our OS Maintenance team, is tailored to meet our unique needs. Why? Because there are more than 100 industry or occupation Awards in Australia. Several of these cover our team, depending upon role or location, but none are specifically tailored to our operations.

### **Why do we need an EA when we have an individual employment contract?**

The co-existence of EAs and employment contracts is common across Australia. In our case, they can complement each other. Very simply, an EA applies collectively across our team.

Alongside this, your contract sets out your individual benefits, including rewarding you for high performance. Your contract does not change with or without the EA.

### **What happens to my contract of employment with an EA?**

Nothing, your individual employment contract remains unchanged.

### **Who represented me at negotiations?**

OS has met with employee representatives – being employees who nominated themselves or who were nominated by others to represent themselves in bargaining – and Union representatives 25 times to discuss the proposed EA.

### **Have the unions agreed to the proposed Agreement?**

As you know, our national EA for Maintenance was voted up by a significant majority in March last year. We then worked busily in the background on the required process to seek the Fair Work Commission's (FWC) approval. Unfortunately, this was made more complicated due to the MEU opposing our agreement and ultimately, we determined the best path forward was to withdraw our approval application with the FWC.

Since then, we have continued bargaining for a national OS Maintenance Agreement and held further meetings with the unions and bargaining representatives. Unfortunately, we were not able to reach agreement on all matters however, we believe its time for employees to have their say at an employee ballot.

## **More specific clauses in the EA**

### **How do Christmas Day and Boxing Day work in the proposed EA?**

OS works 24/7 rosters. To meet our plans and commitments to our customers, we need rostered shifts to continue over Christmas Day and Boxing Day. Where an Employee is rostered on over Christmas Day and Boxing Day, they will be required to work unless they have leave approved.

Separate to the EA, Employees who are rostered on and who work will continue to be eligible for a \$700 per shift payment in accordance with the Working on 24-26 December Ex-Gratia Payment Policy.

Where an Employee who is not rostered on volunteers and performs work on these days, they will be paid **overtime** rates. Employees who receive overtime will not be eligible for the \$700 policy payment.

### **How does un-rostered overtime work in the proposed EA?**

Clause 7.9 of the proposed EA sets out the rates for un-rostered overtime, which are:

- Other than on public holidays, double the Above Award Guarantee hourly roster rate; and
- On public holidays, triple the Above Award Guarantee hourly roster rate.

### **How do rosters work in the proposed EA?**

OS is currently working on a range of different rosters, including part time and job share arrangements. To keep our proposed EA simple, we have not included references to specific rosters. This also gives OS flexibility, which includes the ability to set rosters for new deployments where there are prevailing site requirements for rostering arrangements.

### **How do roster changes work in the proposed EA?**

Clause 24 of the proposed EA sets out the consultation requirements where OS proposes to introduce a change to the regular roster or ordinary hours of work of Employees. As an example, this clause would be triggered if OS was proposing to change an Employee from one roster pattern to another, such as from a 2/1 roster to a 7/7 roster.

Clause 9.5 of the proposed EA outlines OS 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. As an example, this clause would be triggered if an Employee was remaining on a 7/7 roster but changing from A crew to C crew.

### **How does the EA impact the dynamic roster in WA?**

We have not included references to specific rosters in the EA, per above. Dynamic roster employees will continue to receive notice of their roster in accordance with their contract of employment.

### **Does the proposed EA provide for accident pay?**

Clause 7.18 of the proposed EA guarantees Employees accident pay will not be less than the entitlement in their relevant award. Outside of the EA, OS has an accident pay policy, as amended from time to time, which will continue to apply to Employees. This policy can be accessed via the below link:

[OS Worker's Compensation Policy](#)

### **What is the inclement weather clause?**

Clause 19 of the proposed EA sets out that arrangements in the event of severe wet weather or a cyclone are dealt with in accordance with the relevant Asset or site policy which is in place where we are deployed. This is no different to how we operate today.

The clause also outlines in the event an Employee cannot get to work due to inclement weather, the Employee will be enabled to utilise accrued annual leave.

### **What is the temporary annual leave shutdown clause?**

A temporary annual leave shutdown occurs where an employer intends to shutdown all or part of its operation for a particular period, and Employees are enabled to take annual leave for this period. Any direction to take annual leave during a temporary shut down must be a reasonable direction.

Temporary annual leave shutdown clauses exist in the modern awards we operate under today. OS' proposed clause 11.6 reflects this Award term.

### **What is the stand aside and stand down clause?**

Clause 21 of the proposed EA sets out circumstances in which an Employee may be stood aside or stood down.

This clause sets out that where an Employee is stood aside pending an investigation into alleged misconduct, the Employee will be paid, so long as they are actively participating in the investigation process.

## **Annual leave**

### **How do I accrue annual leave?**

The proposed EA will not change the existing annual leave entitlements or accruals. Under the proposed EA, employees are entitled to 5 or 6 weeks' annual leave per year (depending on the type of roster they work).

For full time employees who are entitled to 6 weeks' annual leave per year:

- employees working a 2/1 roster will typically be entitled to be absent from work on annual leave for 28 shifts per year (or 2 full swings), as they would typically work 28 shifts in a 6-week roster cycle; and
- employees working a 7/7 roster will typically be entitled to be absent from work on annual leave for 21 shifts per year (or 3 full swings), as they would typically work will 21 shifts in a 6-week roster cycle.

Leave is accrued incrementally each day. Annual leave will not accrue when employees are on unpaid leave, however it will accrue when they are on paid leave.

## **Comparable EAs**

### **What is happening with the production EA?**

The Production team voted up their agreement by a large majority in July last year, however, has been delayed in the approval process due to the Mining and Energy Union (MEU) challenging the approval, like they did for maintenance. It is now with the Fair Work Commission to review both OS and the MEU's position and they will make a final decision. We've been advised this decision may take a few months.

**Do the new ballot incentives (changes to when the sign on bonus will be paid and backdating of allowances) apply to all OS employees?**

No, this only applies to employees covered by the proposed OS Maintenance Agreement. If the EA is approved by the FWC, we will backdate your allowances to the time that we withdrew the agreement from the FWC approval process – August 2023. If the EA ballot is successful, we will pay the \$5,000 sign-on bonus in the first full pay period following the ballot – not once the EA is approved by the FWC.

**Why are the EA's separate for Production and Maintenance?**

OS Production and OS Maintenance are separate employers and have different ways of working, which is why they are separate.

While there are a lot of similarities between our proposed Maintenance EA and the OS Production EA, there are some things that only apply to one group – for example, types of work and classifications.

**Do we have the same conditions as the assets? Why don't we go under the existing BHP site EAs?**

No. OS has been successful in having a national footprint and currently has deployments across most Assets within Minerals Australia and our proposed EA is aligned to this national model of work (rather than being site based).

This reflects how we are working now and into the future.

**Can we have separate East coast and West coast Agreements rather than a national Agreement?** OS has been successful in having a national footprint and currently has deployments across most Assets within Minerals Australia and our proposed EA is aligned to this national model of work (rather than being site based). This reflects how we are working now and into the future.

## Help and Support

**Where can I get a copy of the proposed EA?**

You can access the EA via the [OS EA information hub](#) (website), or you can ask your leader for a hard copy version.

You will also receive a ballot pack closer to the ballot. This will be sent via email and will include a copy of the proposed Agreement as well as explanation material and instructions on how to access all of the relevant information about the proposed Agreement.

**How do I get a copy of the Notice of Employee Representational Rights?**

A copy of the Notice of Employee Representational Rights (NERR) is available on the [OS EA information hub](#).

**I'm new to OS and don't know anything about this process. Where do I start?**



Please talk to you line leader and visit our [OSEA information hub](#).

**What do I do if I have more questions?**

To submit a question or provide feedback, you can email [OSEA@bhp.com](mailto:OSEA@bhp.com).