

Human Resources Policy Schedule

Redundancy Termination Australia

1. What is the purpose of this document?

The purpose of this Redundancy Termination Policy (the “**Policy**”) document is to set out the Company policy on redundancy in Australia

In the event of any inconsistency between a provision of this document and a provision of an Employee’s contract of employment or applicable enterprise agreement, the provision in the contract of employment or enterprise agreement will prevail.

2. Who does this Policy Schedule apply to?

This Policy schedule applies to all Employees employed on permanent full-time and permanent part-time contracts of employment issued by an Australian BHP employing entity. The Policy does not apply to fixed term and casual Employees, or Employees on international assignment to Australia and who remain employed by their home country (not Australia) employer.

This policy does not form part of, or is not incorporated in any way into, an Employee’s contract of employment and is non-contractual. The Company, in its absolute discretion, may amend, remove, or change the basis upon which any of the benefits in the Policy are given.

*This Policy Schedule shall be applied free from discrimination based upon personal attributes unrelated to job performance, such as race, age, ethnicity, nationality, gender identity, sexual orientation, intersex status, physical or mental disability, mental health condition, relationship status, religion, political opinion and industry/union affiliations, pregnancy, breastfeeding or family responsibilities.**

3. What is the Redundancy Termination Policy?

The purpose of the Redundancy Termination Policy Schedule is to ensure the cessation of employment due to redundancy for Employees of Australian BHP employing entities, is managed with care and respect, is efficient and complied with the provisions of contracts of employment, Enterprise Agreements and other relevant legislation.

This Policy applies to Employees whose employment is ceasing due to redundancy.

3.1 Definitions

Contract of Employment	A common law contract of employment which specifies terms and conditions of employment between the Employee and BHP.
Enterprise Agreement	Agreements made collectively at an enterprise level between employers and Employees (or their representatives) about terms and conditions of employment.
Continuous Service	Periods of service not broken by periods of unpaid leave.
Completed Years of Service	Periods of unpaid parental leave, unpaid adoption leave, or unpaid leave of any other type do not count as service when calculating completed years of service.
Good Leaver Status	Status that may be applied to an Employee in the event of termination from the business for reasons including but not limited to redundancy (where approval has been obtained from the relevant authority). Status determines outcomes for purposes of BHP's Incentive Plans including Shareplus.
Management Award Plan (MAP)	MAP is BHP's long term equity incentive plan which is operated and administered by the Executive Leadership Team. Terms and conditions of the plan are provided annually and distributed to eligible Employees.
Short Term Incentive Plan (STI)	STI is BHP's annual short term cash incentive plan which is operated and administered by the Executive Leadership Team. The terms and conditions of the STI are detailed in the STI Participant Guide.
Redundancy	Redundancy occurs when BHP has a business closure, workplace closure or a reduced requirement for employees to do a particular kind of work and there is no suitable alternative employment for the Employee. This is sometimes also referred to as retrenchment.
Suitable Alternative Employment	To be considered a suitable alternate role, it must be suitable, in the sense that the Employee should have the qualifications, skills and competence required to perform it to the required standard either immediately or within a reasonable period of retraining (e.g. 3-6 months). A suitable alternative role may be with another related BHP entity to the entity an Employee is employed by. Other considerations may be relevant such as the location of the job, and the level of remuneration.

3.2 Legal Requirements

Where the Company no longer requires a position to be performed by anyone due to restructuring or operational changes, the Company will engage in a consultation process with Employees. A consultation process outlines the change to the Employee, the reasons for the change, how the change may impact the Employee (including the employee selection process) and what measures will be taken to avoid or mitigate the effects of the change. It also provides the Employee with an opportunity to address any other matter or concern that they may have regarding the redundancy.

There may also be redeployment obligations on the Company, and these are discussed further in the Workforce Reductions Procedure - Australia. Redundancy entitlements under this Policy do not arise where an offer of suitable alternative employment is made or in circumstances where the Employee accepts different employment arrangements (Offer and Acceptance) with another BHP entity.

Where a suitable alternate role is not sourced for an Employee and the Employee will be impacted by redundancy they will be advised of the specific terms and conditions that apply to them. Differences to terms and conditions may exist based on the Employee’s employing entity, contract of employment, enterprise agreement coverage or location.

3.3 Entitlements

Redundancy terms and conditions are detailed below.

Redundancy Payments

Redundancy payment components including Payment in Lieu of Notice, Severance and Service, are calculated on an Employee’s Total Salary (Base Salary and applicable allowances¹).

Incentive payments are based on an Employee’s Base (Defined) Salary only.

Asset / Functions	Notice	Severance	Service	Incentive Plans Short Term Incentive - STI Management Award Plan - MAP
Olympic Dam Nickel West Coal Operations Services	Where applicable, as per notice period in contract of employment.	14 weeks	2.5 weeks / year of service (pro rata per completed months of service)	Subject to Good Leaver Status being approved and treatment of: <ul style="list-style-type: none"> • STI - as outlined in the Short Term Incentive (STI) Plan Participant Guide • MAP - as outlined in the Management Award Plan (MAP) Participant Guide
Group Functions² Regional Functions*				
Iron Ore	13 weeks (in full satisfaction of any contractual notice period. Payment of the full amount is made regardless of actual notice provided).	8 weeks	2 weeks / year of service (pro rata per completed months of service)	

If an employee is not provided written notice of termination under their contract of employment, contractual notice will be paid in lieu.

Leave Entitlements

¹Allowances do not include temporary allowances, such as Higher Duties Allowance for example.

² Please note, entitlements are determined by the employment entity outlined in your contract of employment, therefore Group and Regional functions employees may be aligned to asset specific terms and conditions.

All accrued untaken Annual and Long Service leave will be paid on termination. Payment is calculated on Total Salary. In some locations, in accordance with legislative provisions Personal Leave may also be paid out on Redundancy. Refer to the table at Appendix 1 for detailed information.

Entitlement Treatment for Part-Time Employees

Employees who at the time of being made redundant have recently transitioned from full-time employment to part-time employment (within 12-months or less) will be paid their Severance entitlements at their full-time Total Salary. If part-time arrangements are greater than 12-months, then severance will be paid at the part-time Total Salary.

Payment for Service will be based on capital utilisation for the period worked. Years of Service completed whilst working full-time will be paid at the full-time Total Salary, and Years of Service completed at part-time will be paid at the part-time Total Salary.

Employee Assistance (EAP)

The Employee Assistance Program (EAP) is a confidential, independent counselling service that provides assistance to Employees with work or personal issues that may influence their well-being or work effectiveness. During a redundancy process, representatives from the EAP provider may be present at the workplace for Employees to access. Alternatively, EAP contact details will be provided through the Leader or Human Resources or be accessed through the BHP Portal under Health and Safety.

Outplacement Support

Employees are eligible to participate in some form of outplacement activity where they are impacted by redundancy. Outplacement support duration and services differs between different level roles. Services may include career planning, coaching on job search, resumes and letters, references, interview techniques, evaluation of opportunities, compensation negotiations, administrative support, and financial counsel.

Domestic Relocation Assistance

Domestic relocation assistance is not provided to Employees who moved under a domestic permanent relocation package unless where expressly provided for in a contract of employment. Where applicable, relocation support provided will be in accordance with the Australian Domestic Relocation Policy (in force and as varied from time to time). By exception, where an Employee is based in a remote location, relocation support is typically provided to the nearest capital city and must be taken within 30 days of the date of termination.

If the Employee is on a temporary domestic transfer, relocation support to the home city will be provided in accordance with the Australian Domestic Relocation Policy (in force and as varied from time to time).

Employees impacted by redundancy are not required to repay any previously incurred costs as a result of their relocation.

Company Housing

Depending on an Employee's location, they may be eligible for a company housing benefit.

Employees will be able to continue to occupy Company housing for the period following their termination date in accordance with their Residential Tenancy Agreement. This will be confirmed by the Non-Process Infrastructure Housing team.

Requests for additional time or on termination may impact on other housing related benefits, please contact the Non-Process Infrastructure Housing Team.

Other Benefits

Benefit	Benefit Details
Shareplus	<p>Employees impacted by redundancy may be considered a 'good leaver' for the purposes of Shareplus in accordance with the applicable Shareplus plan rules and terms and conditions. Any contribution balance not yet used to buy shares will be refunded by payroll into the Employee's nominated bank account.</p> <p>For further details on Shareplus please access the BHP Shareplus website – www.bhpbshareplus.com.</p>
Superannuation	<p>Superannuation funds may deal differently with superannuation options on redundancy, Employees should therefore contact their chosen fund for further information and obtain independent financial advice if required.</p> <p>Where Employees are members of the BHP Superannuation Fund, they can contact Plum Financial Services to discuss their options – www.plum.com.au.</p>
Approved Student Scheme	<p>Reimbursements will be made up to the approved limit but only to the end of the school term during which the Employee is impacted.</p> <p>No recovery of any assistance reimbursement previously made will be required to be repaid on termination.</p>
Education Assistance / Allowance (Dependants) (NiW, WAIO, OD only)	<p>Reimbursements will be made up to the approved limit but only to the end of the school term during which the Employee is impacted.</p> <p>No recovery of any assistance reimbursement previously made will be required to be repaid on termination.</p>
Novated Leases	<p>Employee's novated lease arrangement commitments continue after redundancy in accordance with the terms of the Agreement. Employees need to contact the company through which the lease agreement has been made to discuss options.</p>
Mobile Phone	<p>If an Employee currently hold a mobile phone for work purposes, it is the Employee's responsibility to arrange cancellation of this service. To obtain a refund for cancellation fees and the final bill, a copy must be sent through to the Employee's line leader showing these amounts. Reimbursement of these costs will be arranged to be included in the Employee's final pay.</p> <p>Where Employees have a Smart Choice phone, the phone is owned by the Employee and is therefore responsible for paying the agreed contracted amount. The Employee is required to update the payment method on leaving the Company. Any BHP Telstra discounts will be discontinued.</p>
Employee Benefits (Other)	<p>Employees may be in receipt of other benefits such as insurance cover (i.e.: life insurance, salary continuance), health care plans and welfare benefits. These benefits will cease after the Employee has been impacted by redundancy with effect from their termination date.</p> <p>There may be circumstances where Employees are currently in receipt of insurance benefits. To understand the impact of redundancy on these benefits, the Employee should contact the relevant insurance provider.</p> <p>Where an Employee wishes to continue these benefits post-employment with the Company, at their personal cost and retail rates, they will be required to contact the respective provider directly to make arrangements prior to their termination date.</p>

<p>Company Property</p>	<p>Employees are required on or before their termination date to return to the Company all papers, documents and other such property, whether in hard-copy or electronic form, this includes the downloading Company information. Employees are required to confirm that they have not taken any unauthorized copies of such property.</p> <p>All other items of Company property must also be returned on or before the termination date, such items may include the Company laptop computer, mobile phone, books, manuals, corporate credit cards, and electronic access card.</p> <p>Having forwarded a copy to the Company (to whomever the Employee's line leader specifies), the Employee must irretrievably delete any and all Confidential Information from any laptops, computer drives, computer disks, tapes, mobile telephones, BlackBerry wireless devices (or similar equipment) or other re-usable material and/or from any website and/or email account and/or cloud-based storage in their possession or under their control (but which do not belong to the Company or any of its group companies).</p> <p>Amex or Visa Card holders must ensure their cards are cancelled and a final reconciliation (ensuring zero balance) is completed prior to their exit.</p>
<p>Big Thanks Recognition Points</p>	<p>It is an Employee's obligation to redeem any accrued recognition points via Big Thanks prior to their termination date. Any points not redeemed will be forfeited.</p>

3.4 Termination Payments

Final payment, where applicable, will be made in the next available pay period after termination of employment. Termination payments will be made in accordance with requirements under contracts of employment, Enterprise Agreement and other relevant legislation, and where legally permissible a redundancy payment paid under this policy may be used to recover any amounts owing to the Company or in satisfaction of any other agreements the Employee may have with the Company.

Where an impacted Employee accepts a secondment opportunity to another site or asset, their redundancy payment may be deferred until the end of the secondment at which point their employment will end by way of redundancy.

Taxation

Certain termination payments that are paid to an employee in circumstances of a genuine redundancy, may be taxed differently from other income payments. Further details will be provided to Employees as part of the consultation process.

Further information about the tax treatment of redundancy payments can be found via the Australian Taxation Office website – www.ato.gov.au.

Superannuation

Further information about Superannuation on redundancy payments can be found via the Australian Taxation Office website – www.ato.gov.au.

Employees are encouraged to obtain independent financial advice.

3.5 Post-employment References and Certificates of Service

Upon request by the Employee to their Line Leader, a certificate of service outlining start date, termination date and most recent position held can be generated.

A request for a separation certificate for the purpose of claiming Centrelink benefits can be made by the Employee to HR Operations.

3.6 International Assignees

Temporary Assignees

The termination of employment of an Employee on a temporary International Assignment by BHP or the Employee, including relevant notice periods and compensation, will be in accordance with the terms of the International Assignee's home country employment contract. Any required notice period may run concurrently with any notice required to end the international assignment (as outlined in the Employee's international assignment agreement). The employee's international assignment agreement outlines the repatriation support that BHP may provide to Employees in these circumstances and is in accordance with the Global Mobility Policies (in force and as varied from time to time).

Permanent Assignees

The termination of employment of an Employee on a permanent International Assignment by BHP or the Employee, including relevant notice periods and compensation, will be in accordance with the terms of the International Assignee's host country employment contract. In cases of Involuntary Termination, Employees currently on a BHP company sponsored visa may be entitled to repatriation support to return to their home country / country of legal residence, as outlined in the employee's relocation letter and in accordance with the Global Mobility Policies (in force and as varied from time to time).

3.7 Eligibility for Rehire

Broadly, if an Employee has been made redundant and received redundancy pay, that Employee should not be re-employed by any business or provide consulting services to any business within the BHP group for a period of 12-months.

Employees may be able to be engaged as a contractor in circumstances where they are not engaged as labour hire but as part of a standard service level contract e.g. In the case of a trade or operator to undertake regular maintenance or shutdown work.

An exception to this time period may be granted as per the Human Resources Approvals Framework for critical roles, if the newly required role could not have reasonably been foreseen at the time of redundancy or if the Employee has particular skills or attributes that the business would like to employ.

3.8 Responsibilities and Approvals

For more details on responsibilities and approvals please refer to the Resignation & Termination – Termination – Process.

4. What are the related documents to this Policy?

Policies, Processes and Resources related to this Policy Schedule are detailed in the below table:

Type	Code	Document
Our Requirements	N/A	Human Resources
Policy	ELR.001.001.001	Resignation & Termination - Policy
Policy	N/A	Short Term Incentive Plan Participation Guide
Policy	N/A	Australian Domestic Permanent Policy
Process	ELR.001.006.001	Resignation & Termination – Termination - Process
Procedure	TBC	Redundancy Procedure – Australia *
Toolkit	TBC	Workforce Reductions Toolkit

*Under development

5. Are there legislation or other requirements related to this Policy Schedule?

Legislation or other requirements

Applicable prevailing law and regulations in Australia

6. What is the Governance for this Policy Schedule?

This section details the ownership, approval and review details of the Policy Schedule.

Policy Name: Redundancy Policy Schedule - Australia		Document Code: TERM-002-002-009_001	
Policy Owner: Manager Employee Relations WAIO and NiW		Policy Approver: Head of Employee Relations Australia and Asia	
Last Reviewed by: Manager Employee Relations WAIO and NiW			
Date last reviewed: 6 December 2022		Date of next review: 6 December 2025	
This Policy must be reviewed at minimum every 3 years and will be updated with legislation changes.			

7. What are the exceptions to this Policy Schedule?

There are currently no applicable exceptions to this Policy Schedule are as follows.

Note: Any exceptions to this Schedule must be approved by the Head of Employees Relations or their delegate.

Appendix 1

Long Service Leave Entitlements

Asset	Long Service Accrual Period
Nickel West	>3 years' continuous service
Olympic Dam	>5 years' continuous service
Iron Ore	>5 years' continuous service (Site based) >7 years' continuous service (Perth based)
Group and Operations Services	Accrued untaken leave in accordance with relevant state legislation
Coal	Refer to Long Service Leave in Coal Employee Guide