

Explanation of terms and effects of the Operations Services Maintenance Agreement

A. Explanation of terms of Operations Services Maintenance Agreement

1. The table below summarises and explains the terms and effect of the Operations Services Maintenance Agreement (**Proposed Agreement**). The table is intended to assist you understand the Proposed Agreement, and must be read in conjunction with
 - the Proposed Agreement;
 - the tables comparing the Proposed Agreement to
 - the *Mining Industry Award 2020* and
 - the *Black Coal Mining Industry Award 2020*.

Some clauses in the Proposed Agreement are more beneficial and some clauses are less beneficial than the Mining Industry Award 2020 and Black Coal Mining Industry Award 2020. For a detailed explanation of each of the clauses of the Proposed Agreement, please see the tables comparing the Agreement to the Mining Industry Award 2020 and Black Coal Mining Industry Award 2020.

In addition to explanation and comparisons of the Proposed Agreement provided in this document, 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 FW Act.

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>.

The potential transferring instruments that the Company has identified may apply to some employees are as follows:

- [Nickel West Northern Operations Region Safety Net Agreement 2012](#)
- [Mining Area C Operations Agreement 2015](#)
- [BHPIO Port Operations EA](#)
- [Yandi Operations Agreement 2013](#)
- [Jimblebar Operations Agreement 2012](#)
- [Whaleback Fly-In Fly-Out Agreement 2013](#)
- [Eastern Ridge Operations Agreement 2014](#)
- [Downer Operations, Maintenance & Services WA Enterprise Agreement 2017](#)
- [Rema Tip Top Industrie Pty Ltd Single Enterprise Agreement 2014](#)
- [WesTrac Pty Ltd Western Australian Service Operations Enterprise Agreement 2019](#)
- [MMPL Enterprise Agreement 2015](#)

All of those 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 agreements when it commences operation.

Documents comparing the Proposed Agreement to each of those potential transferring instruments are located on the [OS EA Information Hub](#).

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. When looking at pay rates in those potential transferring instruments, if the base rate of pay payable under an instrument is less than the base rate of pay in the modern award, then the modern award pay rate applies under section 206 of the FW Act.

2. If you would like any further information on any of the above, you can access a range of helpful materials by accessing our “**OS EA information hub**”, at the following link or QR Code–

<https://www.bhp.com/about/our-businesses/minerals-australia/operations-services-enterprise-agreement-information-hub/maintenance>



3. If you need any assistance in understanding the Proposed Agreement or the summary below, you can:
 - email OSEA@bhp.com
 - ask your Supervisor.

Explanation all employees	
Clause	Explanation
1. Title	This clause states that the name of the Proposed Agreement is the <i>Operations Services Maintenance Agreement</i> .
2. Coverage	<p>If approved, the Proposed Agreement will cover the Company and employees of the Company employed in mining operations in the classifications set out in clause 6.6 of the Proposed Agreement – Trades and Non-Trades workers, Trainees, and Apprentices, who undertake maintenance activities on a mining operation (Employees) in Australia. The Agreement clarifies that a mining operation includes port operations in Western Australia which service mining operations.</p> <p>There is no definition of maintenance activities but it is the intention that maintenance activities has its normal meaning in the business, covering any work connected to the mechanical or electrical repair, refurbishment, reconditioning, maintaining, installation, testing and fault finding of plant, equipment and infrastructure performed by employees covered by the Proposed Agreement.</p>
3. Relationship with Other Instruments and the National Employment Standards	<p>This clause states that, subject to clauses 14, 16, 17 and 25 which incorporate named BHP Group policies, the Company's policies and procedures which are referred to in the Agreement are not incorporated into the Proposed Agreement.</p> <p>The Proposed Agreement will apply to the exclusion of any other industrial instrument, such as:</p> <ul style="list-style-type: none"> • <i>Black Coal Mining Industry Award 2020.</i> • <i>Mining Industry Award 2020.</i> <p>The National Employment Standards (NES) apply to all Employees as the minimum standard, so that where there is an inconsistency between the NES and a clause of the Proposed Agreement,</p> <ol style="list-style-type: none"> 1. the NES will apply; and 2. the clause of the Proposed Agreement will not apply, except to the extent that the clause of the Proposed Agreement provides for a more beneficial outcome for employees than the NES. <p>The effect of this clause is to recognise and reinforce the safety net provisions of the NES</p>

Explanation all employees	
Clause	Explanation
	<p>operate as a minimum safety net. This means that if at any time a clause in the Proposed Agreement is inconsistent with the NES and the NES provides a higher benefit, the EA term will not apply except to the extent that it is more beneficial for Employees.</p> <p>You have been provided with access to a copy of the NES sections of the Fair Work Act in your ballot packs and through the OS EA Information Hub.</p> <p>Further information about the NES can be accessed in the Award comparisons made available to you (which also discuss terms of the NES) and on the Fair Work Ombudsman website: https://www.fairwork.gov.au/employment-conditions/national-employment-standards.</p>
4. Term of Agreement	<p>This clause sets the term of the Agreement.</p> <p>The Term of the Proposed Agreement is the period:</p> <ul style="list-style-type: none"> from the commencement of the Proposed Agreement which is seven days after it is approved by the FWC, to the nominal expiry date which is four years from the date of the approval by the FWC. <p>While the term of the Agreement expires on the nominal expiry, as do any clauses that operate for the term of the Agreement, the Proposed Agreement will otherwise continue to operate after the nominal expiry date, until it is terminated or replaced by another agreement.</p>
5. Type of Employment	<p>Under the Proposed Agreement, Employees may be engaged as either a Full Time or Part Time Employee.</p> <p>Full Time Employees are employed to work ordinary hours of work as follows:</p> <ul style="list-style-type: none"> if they are covered by the <i>Black Coal Mining Industry Award 2020</i> - an average of 35 ordinary hours per week, averaged over their roster cycle; or for any other Employee (i.e. employees covered by the <i>Mining Industry Award 2020</i>) - an average of 38 ordinary hours per week, averaged over a six month period. <p>Part Time Employees are Employees who:</p> <ul style="list-style-type: none"> are employed to work less than: <ul style="list-style-type: none"> an average of 35 ordinary hours per week, averaged over a roster cycle, if they are covered by the <i>Black Coal Mining Industry Award 2020</i>; or an average of 38 ordinary hours per week, averaged over a six month period, for any other Part Time Employee (i.e. employees covered by the <i>Mining Industry Award 2020</i>); have reasonably predictable hours of work; and receive pro rata pay and conditions to Full Time Employees who do the same kind of work. <p>A Part Time Employee's rostered hours of work, location, days of work and their starting and finishing times will be agreed in writing between the Company and the Part Time Employee from time to time.</p> <p>This means that a Part Time Employee working a fraction of one of the full-time rosters in Appendix 1 (or a new roster calculated in accordance with clause 7.8) will be paid, at a minimum, for each hour of work at the Minimum Hourly Roster Rate for the roster.</p> <p>The Part Time Employee's Minimum Annual Salary will be the relevant Minimum Hourly Roster Rate multiplied by the Part Time Employee's total annual rostered hours. Those matters including the roster the employee is working on are to be agreed on an individual basis between the Company and the Part Time Employee.</p> <p>All time worked in excess of an Employee's rostered hours will be un-rostered overtime paid for at the rates prescribed in clause 7.11.</p> <p>Employees may be engaged for a fixed term or specified task. Employees engaged for a fixed term or specified task will not be entitled to notice of termination or redundancy pay when their fixed term or specified task finishes, unless the Fair Work Act 2009 (Cth) (FW Act) requires this.</p>

Explanation all employees

Clause	Explanation
6. Duties	<p>Employees covered by the Proposed Agreement will be required to undertake all duties reasonably directed by the Company that are within their skill and competence and in accordance with the Company's safe working practices. Where a law requires an employee to be authorised to do particular duties, the Proposed Agreement clarifies that the Employee must also be authorised.</p> <p>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 other employees or employees of other employers on the mine site as required.</p> <p>Some employees have contracts that specify employment is in a hub. Others may have different provisions. This clause states that notwithstanding anything to the contrary in an Employee's contract of employment, all Employees are employed to work in a hub.</p> <p>The hubs are defined as:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>Within your hub, you will work in deployments as directed by the Company. A deployment can be at one mining operation in the hub or cover multiple mining operations in the hub (for example, a shutdown maintenance deployment may be stated to cover multiple mining operations). You will be told this when commencing in your deployment.</p> <p>If your deployment changes within your hub, you will be given at least 28 days' notice unless you agree to a shorter period.</p> <p>As explained in relation to clause 27 (Redundancy) of the Proposed Agreement below, it is the Company's position that if a need for work at one mining operation in the hub is coming to an end, and the Company can provide work at another mining operation in the hub, the Company can move you to where it has work in the hub and if this occurs your employment is not terminated by the Company. In these circumstances it is the Company's position that no redundancy pay would be payable if you decide to end your employment rather than continue your employment with the Company in the other location.</p> <p>Transfers <u>between</u> hubs will be by agreement between the Employee and the Company.</p> <p>Employees under the Proposed Agreement will be placed in one of the classifications:</p> <ul style="list-style-type: none"> • Apprentices: completing an apprenticeship in a trade qualification; • Non-trade qualified roles being roles that do not require a trade qualification, other than employees employed as Service Person – Tyre Fitter, including: <ul style="list-style-type: none"> ○ Service Person Maintenance; ○ Maintenance Associate; ○ Service Support Technician; and ○ Other non- trades qualified roles (Fixed Plant, Light Vehicles, Mobile & Field Maintenance). • Maintenance Technician 1 (trade qualified) and Service Person – Tyre Fitters which covers: <ul style="list-style-type: none"> ○ Tradespersons employed to spend most of their time performing Light Vehicle Maintenance and Repairs; and ○ Tradespersons who have less than 2 years' experience in the trade qualification required for their role; ○ Non-trade qualified employees employed as Service Person - Tyre Fitter. • Maintenance Technician 2 (trade qualified) which covers Tradespersons (other

Explanation all employees					
Clause	Explanation				
	<p>than those performing predominately Light Vehicle Maintenance and Repairs) who have 2 or more years' experience in the trade qualification required for their role.</p> <ul style="list-style-type: none"> Trade qualified experience includes experience in the trade qualification required for their role, gained prior to employment with the Company. <p>Their classification does not limit the duties that an Employee may be required to perform.</p>				
7. Remuneration	<p>Minimum Annual Salary</p> <p>The clause states that Employees are paid a minimum annual salary for their roster, hub and classification. This is defined in the Proposed Agreement as the "Minimum Annual Salary".</p> <p>The Minimum Annual Salary rates in the Proposed Agreement are minimum rates and nothing in the Proposed Agreement prevents an Employee from being paid more than the Minimum Annual Salary under an employment contract or at the Company's discretion.</p> <p>The clause confirms that:</p> <ol style="list-style-type: none"> While an employee has a contractual annual salary under a contract of employment or at the Company's discretion that is higher than the Minimum Annual Salary at the relevant time for the Employee, the higher annual salary will be applied for the purposes of calculating payments due under the Proposed Agreement where expressly stated in the Proposed Agreement; the Minimum Annual Salary or the employee's contractual annual salary (whichever is applicable) will increase by 4% on 1 September of each of the following years (payable from the first full pay period on or after 1 September each year): <ol style="list-style-type: none"> 1 September 2025; 1 September 2026; 1 September 2027; and 1 September 2028. <p>The effect of this clause is that no annual increases will be provided under the Agreement after it expires. After expiry, increases can still be provided at the Company's discretion outside of the Proposed Agreement until the Proposed Agreement is terminated, varied or replaced;</p> The purpose of clause 7.6(c) is to confirm that if an employee's current contractual annual salary is less the Minimum Annual Salary in the Proposed Agreement, they will be paid the relevant Minimum Annual Salary. The employee's Minimum Annual Salary will not be reduced unless the employee changes classification, hub or roster. Employees may be provided with a greater percentage increase at the Company's discretion. <p>Changes to Minimum Annual Salary</p> <p>If a roster is introduced which is not contained in Appendix 1 of the Proposed Agreement, the clause confirms that the Minimum Annual Salary will be calculated to be not less than the Minimum Hourly Roster Rate for the following roster patterns multiplied by the total rostered annual hours of the new roster:</p> <table border="1"> <thead> <tr> <th>Employee type</th><th>Minimum Hourly Roster Rate for calculation of Minimum Annual Salary for new rosters</th></tr> </thead> <tbody> <tr> <td>An Employee to whom the BCMI Award would have applied but for roster the operation of this Agreement</td><td> <p>The Minimum Hourly Roster Rate in-Appendix 1 for the Queensland Hub – 7 Days on, 7 Days off (12.5-hour shifts) by relevant classification and year.</p> <p>For example, on commencement of the Proposed Agreement, this is a Minimum Hourly Roster Rate of \$58.59 for the Service Person Maintenance,</p> </td></tr> </tbody> </table>	Employee type	Minimum Hourly Roster Rate for calculation of Minimum Annual Salary for new rosters	An Employee to whom the BCMI Award would have applied but for roster the operation of this Agreement	<p>The Minimum Hourly Roster Rate in-Appendix 1 for the Queensland Hub – 7 Days on, 7 Days off (12.5-hour shifts) by relevant classification and year.</p> <p>For example, on commencement of the Proposed Agreement, this is a Minimum Hourly Roster Rate of \$58.59 for the Service Person Maintenance,</p>
Employee type	Minimum Hourly Roster Rate for calculation of Minimum Annual Salary for new rosters				
An Employee to whom the BCMI Award would have applied but for roster the operation of this Agreement	<p>The Minimum Hourly Roster Rate in-Appendix 1 for the Queensland Hub – 7 Days on, 7 Days off (12.5-hour shifts) by relevant classification and year.</p> <p>For example, on commencement of the Proposed Agreement, this is a Minimum Hourly Roster Rate of \$58.59 for the Service Person Maintenance,</p>				

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		Maintenance Associate, Service Support Technician and other non-trade qualified roles (Fixed Plant, Light Vehicles, Mobile & Field Maintenance) classification.
	Any Employee to whom the Mining Industry Award would have applied but for the operation of this Agreement, except those in the South Australia by Hub	<p>The Minimum Hourly Roster Rate in Appendix 1 for the Western Australia Hub roster - 7 Days on, 7 Days off (12.5-hour shifts) – relevant classification and year.</p> <p>For example, on commencement of the Proposed Agreement, this is a Minimum Hourly Roster Rate of \$48.48 for the Service Person Maintenance, Maintenance Associate, Service Support Technician and other non-trade qualified roles (Fixed Plant, Light Vehicles, Mobile & Field Maintenance) classification.</p>
	Any Employee to whom the Mining Industry Award would have applied 7 but for the operation of this off Agreement and who is employed in relevant the SA Hub	<p>The Minimum Hourly Roster Rate in Appendix 1 for the South Australia hub – Days on, 7 Days off (12.5-hour shifts) – by classification and year.</p> <p>For example, on commencement of the Proposed Agreement, this is a Minimum Hourly Roster Rate of \$47.71 for the Service Person Maintenance, Maintenance Associate, Service Support Technician and other non-trade qualified roles (Fixed Plant, Light Vehicles, Mobile & Field Maintenance) classification.</p>
	<p>These minimum hourly roster rates are based on even time day roster pattern, as these are our most commonly used rosters and therefore an appropriate benchmark. However, the minimum hourly roster rate for even time day roster pattern (7/7) is lower than the minimum hourly roster rates that may be applicable if another minimum hourly roster rate for a different type of roster pattern was used (such as an 14 on / 7 off roster). .</p> <p>However, as an additional safety net, the Proposed Agreement also provides that the Minimum Annual Salary for any new roster will also be at least 5% higher than the amount an employee would be entitled to receive for working on the new roster if the relevant modern award applied to that employee based on the award rates at the time a definite decision to introduce the new roster is announced to Employees.</p> <p>The clause also confirms that:</p> <ol style="list-style-type: none"> 1. the agreed salary increases will apply to any new Minimum Annual Salary rates; and 2. the Minimum Hourly Roster Rate is calculated by dividing the Minimum Annual Salary by the total rostered hours for the relevant roster pattern; 3. part-time employees will be paid on a pro rata basis for any work on new rosters, consistent with clause 5.3 of the Proposed Agreement; and 4. individual flexibility arrangements individually agreed between the Company and an Employee under clause 23 of the Agreement are not subject to the clause. <p>Allowances</p> <p>Allowances are provided for in the following sections of the Proposed Agreement:</p> <ol style="list-style-type: none"> 1. Clause 7.10 – Night Shift Allowance 2. Clause 20 – Accommodation and Travel 3. Appendix 2 <p>The allowances contained and identified as separately payable in Appendix 2 will increase in line with the salary increases, being 4% on 1 September of each year specified in the Proposed Agreement (payable from the first full pay period on or after</p>	

Explanation all employees	
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	<p>1 September).</p> <p>Night Shift Allowance</p> <p>Night Shift Allowance is payable to Employees while an Employee is working a roster that includes night shift. A night shift for the purposes of the Proposed Agreement is any shift that finishes after midnight and at or before 8am.</p> <p>Night Shift Allowance is calculated as 3% of the Minimum Annual Salary and is paid in consideration of the demands of working shift.</p> <p>Night Shift Allowance is payable in relation to the following entitlements:</p> <ul style="list-style-type: none"> • Accident pay • Annual leave • Paid personal/carer's leave • Paid compassionate leave • Paid parental leave if the employee was entitled to a night shift allowance immediately prior to commencing parental leave (including where an employee was entitled to night shift allowance immediately before being transferred to a 'safe job' or commencing 'no safe job leave' prior to commencing parental leave) • Long service leave • Paid leave to deal with family and domestic violence • Paid community service leave • Stand aside with pay • Leave to attend workplace delegate training • Redundancy • Payment in lieu of notice of termination of employment <p>If an employee ceases to work night shift, the night shift allowance will cease.</p> <p>Part-time employees working on night shift will receive the night shift allowance on a pro-rata basis.</p> <p>Un-rostered overtime</p> <p>Employees may also be required to work reasonable un-rostered overtime. Under section 62 of the NES, the Company cannot request or require rostered or un-rostered overtime unless it is <u>reasonable</u> and an Employee may refuse to work additional hours if the additional hours are unreasonable. The reasonableness of a request to work overtime takes into account the following:</p> <ul style="list-style-type: none"> • any risk to Employee health and safety from working the additional hours; • the Employee's personal circumstances, including family responsibilities; • the needs of the workplace or enterprise in which the Employee is employed; • 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; • any notice given by the Company of any request or requirement to work the additional hours; • any notice given by the Employee of his or her intention to refuse to work the additional hours; • the usual patterns of work in the industry, or the part of an industry, in which the Employee works; • the nature of the Employee's role, and the Employee's level of responsibility; • whether the additional hours are in accordance with averaging terms included in a modern award or enterprise agreement that applies to the Employee, or with an averaging arrangement agreed to by the Company and Employee; • any other relevant matter. <p>You will be paid overtime rates for un-rostered overtime that you are directed to work. Any</p>

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	<p>un-rostered overtime worked by Employees will be paid:</p> <ol style="list-style-type: none"> 1. other than on public holidays, at double the Minimum Hourly Roster Rate; 2. on public holidays, at triple the Minimum Hourly Roster Rate. <p>The Proposed Agreement also provides that an Employee and the Company may agree in writing to the Employee taking time off instead of being paid for a particular amount of un-rostered overtime that has been worked by the Employee.</p> <p><i>Example: An employee works to 2 hours of un-rostered overtime. The Employee and the Company may agree that the Employee has 2 hours off instead of being paid for the 2 hours.</i></p> <p>Where un-rostered overtime is worked it must be arranged so that Employees have at least 10 consecutive hours off work between work on successive shifts. Overtime worked on a call back of less than four hours will not be regarded as overtime for the purposes of this rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p> <p>In calculating overtime, each shift is to be treated separately.</p> <p>Call backs</p> <p>The Proposed Agreement provides that Employees recalled to work overtime after leaving the workplace will be paid for at least four hours for each time the Employee is recalled. This does not apply:</p> <ol style="list-style-type: none"> 1. 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 2. where the overtime is worked continuous (subject to a reasonable meal break) with the end or start of ordinary working time. <p>Training</p> <p>The Proposed Agreement in clause 7.14 states that where an Employee undertakes Company approved training outside of their normal shift patterns, the employee will be given time off in lieu for the period of the training delivery or the Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.</p> <p>Pay periods</p> <p>Employees' Annual Salaries and Night Shift Allowance (when applicable) are averaged over a year and paid fortnightly in arrears. Payment is by electronic funds transfer to your nominated Australian bank account.</p> <p>Incentive programs</p> <p>Employees covered by the Proposed Agreement may also be eligible to participate in the Company Short Term Incentive Program, as amended from time to time.</p> <p>Accident pay</p> <p>The Company also has a policy that provides for accident pay which may be amended from time to time and is not incorporated in the Proposed Agreement. However, the accident pay for an Employee will not be less than what would be received under their relevant modern award and will include Night Shift Allowance (if eligible).</p> <p>Electrical Licences</p> <p>Where the Company requires an Employee to obtain or maintain a HV Switching or State Electrical Licence during their employment, the Company will reimburse the Employee for:</p> <ol style="list-style-type: none"> 1. the cost of the licence; and 2. the cost of any required training course that has been approved in advance by the Company.
8.Superannuation	<p>The Company's contribution on behalf of Employees will be in accordance with the Superannuation Guarantee (Administration) Act 1992, as varied from time to time.</p> <p>Employees are entitled to nominate any complying superannuation fund of their choice for their superannuation payments to be paid into by the Company. In the absence of such a selection, the Company will direct superannuation payments to the Employee's stapled fund. If the Employee does not have a stapled fund then contributions will be</p>

Explanation all employees	
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	<p>made to the Company's default Superannuation fund which will be a fund which offers a MySuper product.</p> <p>This clause also provides that Employees can request to salary-sacrifice by forgoing part of their Annual Salary for superannuation purposes.</p> <p>Clause 8.4 also sets out terms for access to the BHP Group Employee Co-Contribution Policy on the terms prescribed by the Policy from time to time. The Company may, at its discretion, review, vary or cease the Employee Co-Contribution Policy at any time, provided that either party can discontinue their co-contributions on 30 days' notice.</p>
9. Hours of Work	<p>The Company expects that an Employee's work will usually be completed in their rostered hours.</p> <p><u>Rostered hours of work</u></p> <p>Subject to the Proposed Agreement including any consultation obligations, the Company will determine rosters, from time to time, including the days and hours of work, and starting and finishing times and places. Rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each rostered period.</p> <p>The Company may change rosters, days and hours of work and starting and finishing times and places, (i.e. without employee agreement), provided that:</p> <ul style="list-style-type: none"> • an Employee will not be rostered to work more than 12.5 hours in any one shift, and will have a minimum break of 10 consecutive hours; and • a single rostered shift will not be greater than 10 ordinary hours in length, with a maximum shift length of 12.5 hours, as above; • 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. As an example, this clause would be triggered if an Employee was not changing rosters and remaining on a 7/7 roster but changing from A crew to C crew; • under clauses 10 to 15 of the model consultation clause incorporated by clause 25, the Company will consult with affected employees if it proposes to introduce a change to the regular roster or ordinary hours of work of Employees; and • under this clause 9 the Company will provide at least 7 days' notice before implementing any change to ordinary starting and finishing times for an Employee's roster or change to starting and finishing places on a site unless <ul style="list-style-type: none"> ○ the Company and the Employee otherwise agree; or ○ there are operational requirements that require a shorter period of notice to be given; ○ 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>The full-time rosters that are currently worked in each hub are set out in Appendix 1 to the Agreement. Ordinary hours of work are also set out in clause 5.2 of the Agreement.</p> <p><u>Rostered overtime</u></p> <p>In the Proposed Agreement, employees acknowledge the rostered hours are reasonable having regard to, among other things, the operational requirements of the workplace, the roster arrangements and the Minimum Annual Salary (for more detailed on the circumstances in which the Company can request or require an employee to work reasonable overtime, refer to the explanation on page 7 regarding un-rostered overtime).</p> <p>The acknowledgment may result in the hours being held to be reasonable in any dispute about the reasonableness of additional hours within a roster.</p> <p><u>Starting and finishing places</u></p> <p>Employees who work in deployments which provide services at multiple sites may have different starting and finishing places and times for each site. A move between a site in those circumstances is not a change to starting and finishing places or times under clause 9.5(c) of the Agreement.</p>

Explanation all employees	
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	<p>A rostered shift includes shift handovers that are to be completed as directed at the start and end of the shift.</p> <p>Under the Proposed Agreement, Employees are entitled to meal and rest breaks up to a total of 30 minutes for each 5 hours worked.</p> <p>Employees will not be required to work more than 5 hours without a meal or rest break. The Proposed Agreement also provides that 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>
10. Public Holidays	<p>This clause lists the public holidays under the Proposed Agreement. This includes days that may be gazetted in addition to or in lieu of the specific public holidays listed. Employees are compensated in their Annual Salaries for having to work on up to 11 public holidays (with an additional payment for work on additional public holidays worked in excess of 11 public holidays in a 12 month remuneration period); no separate payment will be made where a public holiday falls during a rostered day off.</p> <p>Importantly, the NES continues to apply while the Proposed Agreement is in operation. The NES provides that an employee is entitled to be absent from work on a public holiday. However, the Company may request an employee to work on a public holiday if the request is reasonable.</p> <p>If the Company requests an employee to work on a public holiday, the employee may refuse the request if:</p> <ul style="list-style-type: none"> • the request is not reasonable; or • the refusal is reasonable. <p>In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:</p> <ul style="list-style-type: none"> • the nature of the Company's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee; • the Employee's personal circumstances, including family responsibilities; • whether the Employee could reasonably expect that the Company might request work on the public holiday; • 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, work on the public holiday; • the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork); • the amount of notice in advance of the public holiday given by the Company when making the request; • in relation to the refusal -the amount of notice in advance of the public holiday given by the Employee when refusing the request; and • any other relevant matter. <p>The Proposed Agreement recognises that:</p> <ul style="list-style-type: none"> • The Company's operations are 24/7, 365-6 days a year; • In anticipation of Employees agreeing to work on public holidays, Minimum Annual Salaries include compensation for working 11 public holidays; • The Company notifies Employees through their rosters of public holidays rostered to be worked and the two public holidays they are not required to work each year. These may be different for different Employees; • each Employee will have at least two non-rostered public holidays per year. The two non-rostered public holidays will be determined by the Employee's roster and are not required to be the same for any or all Employees; • Employees who are rostered to work on a public holiday are being requested to work on the public holiday under the NES; and • the FW Act provides a right for an Employee to refuse the request, as outlined above,

Explanation all employees	
Clause	Explanation
	<p>if having regard to section 114 of the NES:</p> <ul style="list-style-type: none"> ○ the request by the Company is not reasonable; or ○ a refusal by the Employee is reasonable. <p>The effect of this clause is that:</p> <ul style="list-style-type: none"> • if the Employee wishes to refuse to work any public holiday for which they are rostered, either because they have a reasonable basis to refuse to work or because they consider a request to work on a public holiday to be unreasonable, that will be dealt with under the BHP Working Public Holidays Policy as amended from time to time. The Policy always remains subject to the NES. A copy of the current policy is available on our OS EA Information Hub. • The Company may seek to rely on the acknowledgments in the agreement about its operational requirements as supporting its position that a request from the Company for an employee to work on a public holiday is reasonable and that a refusal to work on a public holiday by the employee is not reasonable (see section 114 of the FW Act). <p>If an Employee works more than 11 public holidays in a remuneration period (measured from 1 September – 31 August), the Company will pay double the Minimum Hourly Roster Rate for the Employee for working the additional public holidays.</p> <p>If an Employee works un-rostered overtime on a public holiday, the Employee will be paid triple their Minimum Hourly Roster Rate, as set out in clause 7.10(a)(ii).</p> <p>An Employee who works on Christmas Day and/or Boxing Day will also be entitled to receive a payment of \$750 (gross) in addition to their Minimum Annual Salary and any public holiday payment otherwise payable for working on the public holiday.</p>
11. Annual Leave	<p>All Employees receive the NES entitlements. In addition to the NES,</p> <ol style="list-style-type: none"> 1. all Employees will accrue an additional weeks' leave for a total of 5 weeks of annual leave for each completed year of service, inclusive of their NES annual leave entitlement. 2. Employees will be entitled annually to an additional week of annual leave for a total of six weeks inclusive of the NES if the Employee: <ul style="list-style-type: none"> ○ 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 ○ works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays. <p>Dynamic roster Employees may be rostered to work shifts on any of the seven days of the week and remain entitled to 6 weeks of annual leave.</p> <p>Annual leave will be paid at the Employee's Minimum Annual Salary rate (or any applicable higher contractual salary rate) and include the Night Shift Allowance (if eligible). This clause 11 does not change how an Employee's annual leave is to be taken.</p> <p>This clause also allows for Employees to agree with the Company to 'cash out' their accrued annual leave at their Minimum Annual Salary rate (or any applicable higher contractual salary rate) plus Night Shift Allowance (if eligible), in certain circumstances. The clause allows the Company to 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. The conditions on which this occurs are set out in clause 11.6.</p>
12. Personal / Carer's Leave	<p>The Proposed Agreement provides that Employees will be entitled to personal/carer's leave as set out in the NES and the relevant modern award.</p> <p>The effect of this is that:</p> <ul style="list-style-type: none"> • for Employees covered by the <i>Black Coal Mining Industry Award 2020</i>, they are provided with personal/carer's leave in accordance with the <i>Black Coal Mining Industry Award 2020</i> (i.e. an accrual for Full Time Employees of 105 ordinary hours of personal/carer's leave (pro rata for Part-Time Employees) on commencing employment and on each anniversary of commencement); • for Employees covered by the <i>Mining Industry Award 2020</i>, they are provided

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	<p>with personal/carer's leave in accordance with the NES (i.e. 10 days' of paid personal/carer's leave for each year of service, which accrues progressively during a year of service).</p> <p>Under the Agreement it is paid at the Employee's Minimum Annual Salary rate (or any applicable higher contractual salary rate) plus Night Shift Allowance (if eligible).</p> <p>Accrued but untaken personal/carer's leave will be paid out on termination of employment at the Employee's Minimum Annual Salary rate (or any applicable higher contractual salary rate) other than where:</p> <ul style="list-style-type: none"> • termination is a result of serious misconduct; • the Employee is within probation (an Employee is on probation for a period of up to the six (6) months' continuous service); or • personal/carer's leave transfers to a new employer (e.g. because a transfer of employment within the meaning of the FW Act). <p><i>Example: An Employee terminates with OS Maintenance to take up employment with WAIO. Personal/carer's leave will transfer to WAIO as required by the FW Act and will not be paid out.</i></p>
13. Compassionate Leave	<p>The Proposed Agreement provides that Employees will be entitled to compassionate leave as set out in the NES with paid compassionate leave paid at the Employee's Minimum Annual Salary rate plus Night Shift Allowance (if eligible).</p>
14. Parental Leave	<p>The Proposed Agreement provides that Employees are entitled to parental leave in accordance with the BHP Group Parental Leave Australia Policy as amended from time to time (incorporating NES entitlements).</p> <p>During the term of the Proposed Agreement (until nominal expiry) the entitlements under the Policy will remain not less than what they were on commencement. During the term of the Proposed Agreement if the Policy conditions are greater than they were on commencement, the new conditions will apply. After the term of the Proposed Agreement, the Policy will continue but as amended from time to time.</p>
15. Long Service Leave	<p>This clause of the Proposed Agreement provides that Employees are entitled to long service leave, paid at the Employee's Minimum Annual Salary rate (or any applicable higher contractual salary rate) plus Night Shift Allowance, in accordance with applicable legislation.</p> <p>Long service leave is paid in accordance with an Employee's normal pay periods.</p> <p>The applicable legislation at the commencement of the Proposed Agreement is as follows:</p> <ol style="list-style-type: none"> 1. Black coal mining employees: <i>Coal Mining Industry (Long Service Leave) Administration Act 1992 (Cth)</i> 2. Employees in Western Australia: <i>Long Service Leave Act 1958 (WA)</i> 3. Employees in South Australia: <i>Long Service Leave Act 1987 (SA)</i>
16. Community Service leave	<p>The Proposed Agreement provides that Employees will be entitled to community service leave as set out in the BHP Group Public Service Leave – Australia Policy as amended from time to time (incorporating the NES entitlement). This covers leave for things like Rural Fires Boards, SES, and jury service.</p> <p>During the term of the Proposed Agreement (until nominal expiry) the entitlements under the BHP Group Public Service Leave – Australia Policy will remain not less than what they were on commencement. During the term of the Proposed Agreement if the Policy conditions are greater than they were on commencement the new conditions will apply. After the term of the Proposed Agreement, the Policy will continue but as amended from time to time.</p>
17. Leave to Deal with Family and Domestic Violence	<p>The Proposed Agreement states that the minimum paid family and domestic violence leave is provided for in the BHP Group Family and Domestic Violence Support Policy (incorporating the NES entitlement).</p> <p>During the term of the Proposed Agreement (until nominal expiry) the entitlements under the BHP Group Family and Domestic Violence Support Policy will remain not less than what they were on commencement. During the term of the Proposed Agreement if the Policy conditions are greater than they were on commencement the new conditions will apply. After the term of the Proposed Agreement, the Policy will continue but as amended from time to time.</p>

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18. Leave Without Pay	The Proposed Agreement provides that an Employee who has exhausted all leave entitlements may make an application for leave without pay. This may be granted at the Company's sole discretion and does not count as service.
19. Inclement weather	This clause recognises that 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. The clause also states that 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.
20. Accommodation and travel	<p>For the 4-year term of the Agreement, travel and accommodation assistance for the term of the Agreement will be provided on the conditions set out in the Agreement. In summary:</p> <ul style="list-style-type: none"> • A Local Employee is an employee who resides within a radius of the site in which they can reasonably drive/bus to the site each day where they are rostered to work. Local Employees will travel to and from site each day that they perform work by their own means and at their own expense, or where applicable, on Company funded ground transport. Local Employees will be paid a local allowance of \$8000 per year paid in equal fortnightly salary instalments. Local Employees will not receive the benefit under the Proposed Agreement if the Local Employees accepts, or otherwise has the benefit of, other housing and/or accommodation arrangements with the Company. • A Commute Employee lives outside a daily driving radius from which it is reasonably practical to drive/bus in and out of that site for each swing. The Company will provide Commute Employees with: <ul style="list-style-type: none"> ○ single person's village or other accommodation during the rostered swing of work (location and type is at the Company's discretion). If an Employee chooses to not stay in the accommodation provided, sourcing and paying for accommodation is the Employee's responsibility; ○ transport to and from site and accommodation each day that they perform work as directed; and ○ a travel allowance of \$5000 per year, paid in fortnightly instalments for incidental costs incurred while travelling to and from their residence. • The Company will provide Non-Local Employees (who are Employees who are not local or cannot commute), with: <ul style="list-style-type: none"> ○ single person's village or other accommodation assigned by the Company during the rostered swing of work ○ air transport between a point(s) nominated by the Company and the Local Area and return, in accordance with timetables set by the Company. At the commencement of this Agreement, the nominated departure points are: <ul style="list-style-type: none"> ▪ For the Queensland Hub – Brisbane, Cairns and Townsville ▪ For the Western Australia Hub – Perth and Busselton ▪ For the South Australia Hub – Adelaide ○ travel to and from site from the accommodation each day that the Employees perform work as directed. <p>The Company can, in the future, set other city departure points and work destinations. <i>For example, it may offer flights from Cairns to Mackay and transport employees to the Bowen basin accommodation by bus, and then return the same way.</i></p> <p>There are conditions on these arrangements. Details are in the Agreement. In summary:</p> <ul style="list-style-type: none"> • You will only receive one of those benefits – Local or commute or FIFO. • Employees will comply with the journey management plan and fatigue requirements of any site. • Employees must abide by the rules and regulations of the Company and the travel and accommodation operator as amended from time to time. • Disruptive behaviour and/or breaching rules and regulations for accommodation or travel can invoke removal of accommodation and/or travel rights. • Non-local and Commute Employees travelling to the Local Area to commence a

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	<p>shift roster may be required to travel outside their rostered shift days.</p> <ul style="list-style-type: none"> 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, it will be the Employee's responsibility to provide an alternate means of transport at the Employee's cost. 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>If a Non-Local Employee is at work and takes personal leave for the remainder of their rostered swing, the Employee is entitled to access the first available seat on a charter flight to return home or, if a seat on a charter flight is not available, the Resource & Logistics team will source the next available commercial flight subject to General Manager approval.</p>
21. Stand Aside and Stand Down	<p>The clause provides that the Company can stand aside an Employee:</p> <ul style="list-style-type: none"> With or without pay for full or partial refusal of duty; With or without pay for neglect of duty; or With or without pay for misconduct, while it is being investigated. <p>An Employee stood aside for misconduct will be paid (including Night Shift Allowance if eligible) for the period they are stood aside if the Employee:</p> <ul style="list-style-type: none"> remains ready, willing and able to perform work; and 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>If the Employee fails to meet those requirements they are not entitled to be paid for the period that they do not meet the requirements.</p> <p>The Proposed Agreement also provides that 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, 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>This clause also provides for stand downs in circumstances that:</p> <ul style="list-style-type: none"> the Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one or more of the following circumstances: <ul style="list-style-type: none"> Industrial action of any kind; A breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; An interruption to work for any cause for which the Company cannot reasonably be held responsible. Employees who have been stood down will continue to have their service recognised for the purposes of "continuous service". Employees who have been stood down may request to take accrued annual or long service leave entitlements (but approval is at the Company's discretion). <p>If an employee is stood down during their rostered swing, the Company will assist with the employee to return home as soon as practicable once the Company no longer requires the employee.</p>
22. Issue Resolution Procedure	<p>This clause sets out the process for resolving disputes about a matter arising under the Proposed Agreement or relating to the NES.</p> <p>The steps for resolving disputes under the Proposed Agreement or the NES are:</p> <ol style="list-style-type: none"> Employees must first try to resolve the issue at the workplace level; that is with their immediate Supervisor; If the issue remains unresolved then the Employee may refer it for discussion to their Superintendent; and

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	<p>3. If the issue is still unresolved, the Employee may refer it for discussion to their Departmental Manager.</p> <p>Discussion under the process will be held as soon as reasonably practical.</p> <p>By agreement, the Employee and the Company may bypass either or both of steps 2 and 3 above in the interests of speedy resolution.</p> <p>Either party may refer the matter to the FWC for conciliation once internal issue resolution processes have been genuinely exhausted. If the matter remains unresolved, the FWC may arbitrate the dispute only by consent of both the Company and the Employee.</p> <p>Either the Company or the Employee/s are able to have a support person or representative attend to assist them at any stage of the process.</p>
23. Individual Flexibility	This clause provides that the Company and individual Employees may agree to make an individual flexibility arrangement.
24. Workplace delegates rights	<p>This clause sets out the rights and entitlements of workplace delegates. Workplace delegates are persons appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative for members of the organisation who work in a particular enterprise or members of the organisation who perform work for, or that has been arranged or facilitate by, a particular regulated business.</p> <p>Workplace delegates have right of representation, entitlement to reasonable communication, entitlement to reasonable access to the workplace and workplace facilities and entitlement to reasonable access to training.</p>
25. Management of Change / Consultation	<p>Under the current model consultation term incorporated by reference in the Proposed Agreement, the Company is required to consult about any definite decisions the Company has made which involve a major workplace change which is likely to have a significant effect on Employees, or any proposal to introduce a change to the regular roster or ordinary hours of work of Employees. The current model consultation term is as follows:</p> <p><i>Model consultation term</i></p> <p>(1) <i>This term applies if the employer:</i></p> <p>(a) <i>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</i></p> <p>(b) <i>proposes to introduce a change to the regular roster or ordinary hours of work of employees.</i></p> <p><i>Major change</i></p> <p>(2) <i>For a major change referred to in paragraph (1)(a):</i></p> <p>(a) <i>the employer must notify the relevant employees of the decision to introduce the major change; and</i></p> <p>(b) <i>subclauses (3) to (9) apply.</i></p> <p>(3) <i>The relevant employees may appoint a representative for the purposes of the procedures in this term.</i></p> <p>(4) <i>If:</i></p> <p>(a) <i>a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and</i></p> <p>(b) <i>the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.</i></p> <p>(5) <i>As soon as practicable after making its decision, the employer must:</i></p> <p>(a) <i>discuss with the relevant employees:</i></p> <p>(i) <i>the introduction of the change; and</i></p> <p>(ii) <i>the effect the change is likely to have on the employees; and</i></p> <p>(iii) <i>measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and</i></p>

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Clause	Explanation
	<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>(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.</p> <p>(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.</p> <p>(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 employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.</p> <p>(9) In this term, a major change is likely to have a significant effect on employees if it results in:</p> <p>(a) the termination of the employment of employees; or</p> <p>(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or</p> <p>(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</p> <p>(d) the alteration of hours of work; or</p> <p>(e) the need to retrain employees; or</p> <p>(f) the need to relocate employees to another workplace; or</p> <p>(g) the restructuring of jobs.</p> <p>Change to regular roster or ordinary hours of work</p> <p>(10) For a change referred to in paragraph (1)(b):</p> <p>(a) the employer must notify the relevant employees of the proposed change; and</p> <p>(b) subclauses (11) to (15) apply.</p> <p>(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.</p> <p>(12) If:</p> <p>(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and</p> <p>(b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.</p> <p>(13) As soon as practicable after proposing to introduce the change, the employer 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 employer reasonably believes will be the effects of the change on the employees; and</p> <p>(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and</p> <p>(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>(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.</p>

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Clause	Explanation
	<p>(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.</p> <p>(16) In this term:</p> <p>"relevant employees" means the employees who may be affected by a change referred to in subclause (1).</p>
26. Employee Right to Disconnect	<p>This clause confirms that Employees have a right to disconnect under section 333M of the FW Act and the Company must not directly or indirectly prevent an Employee from exercising their right to disconnect. However, this clause does not prevent the Company from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Company outside of the Employee's working hours where the Company's contact is to notify the Employee that they are required to attend or perform work, or to notify them of a recall to work.</p>
27. Redundancy	<p>This clause does not apply to Employees who are engaged for a fixed term or a specified task.</p> <p>The Proposed Agreement provides that an Employee will be redundant if that Employee's employment is terminated at the Company's initiative because the Company no longer requires the Employee's job to be performed by anyone (except where this is due to the ordinary and customary turnover of labour) or because of insolvency or bankruptcy of the Company.</p> <p>Under the Proposed Agreement, if a need for work at one mining operation in the hub is coming to an end, and the Company can provide work at another mining operation in the hub, the Company can move you to where it has work in the hub and if this occurs your employment is not terminated by the Company. In these circumstances it is the Company's position that no redundancy pay would be payable if you decide to end your employment rather than continue your employment with the Company in the other location.</p> <p>In circumstances where the Company does terminate your employment due to redundancy, an Employee's redundancy pay (inclusive of any severance and retrenchment) will be the greater of:</p> <ul style="list-style-type: none"> • the amount the Employee would be entitled to under the relevant modern award; • or the amount of redundancy pay payable under the BHP Redundancy Termination Australia Policy, as amended from time to time (for the term of the Proposed Agreement only, which means this benefit will no longer be an Agreement entitlement when the Agreement reaches its nominal expiry date). <p>Night Shift Allowance is included in redundancy pay if eligible.</p> <p>During the term of the Proposed Agreement (until nominal expiry) the entitlements under the BHP Redundancy Termination Australia Policy will remain not less than what they were on commencement of the proposed Agreement. During the term of the Proposed Agreement if the Policy conditions are greater than they were on commencement the new conditions will apply. After the term of the Proposed Agreement expires, the application of the Policy will be a matter managed outside of the Agreement, and will apply as amended from time to time.</p> <p>The minimum amount payable is four weeks' pay.</p> <p>The Company is not liable for the redundancy payment if the Company would not have been required to make a payment of redundancy pay to the Employee under the relevant modern award as amended from time to time. The clause recognises that the Company can also make an application to the Fair Work Commission to be granted relief from paying an Employee severance pay.</p>
28. Termination of Employment	<p>Employees who wish to resign must give one week's notice in writing to the Company.</p> <p>An Employee is on probation for a period of up to the first six (6) months' continuous service. During the period of probation, the Company may terminate the Employee's employment by giving one (1) week's written notice or payment by the Company in lieu of all or part of that notice.</p> <p>For Employees other than probationary Employees, the Company may terminate employment by giving four (4) weeks' written notice of termination (or payment instead of notice). Employees who are over 45 years old and have completed more than two (2) years' continuous service are entitled to an extra week of notice.</p>

Explanation all employees																					
Clause	Explanation																				
	The Company may terminate an Employee's employment without notice if they engage in serious misconduct.																				
29. No Further Claims	This clause states that the Proposed Agreement is a comprehensive and full settlement of all Employee enterprise bargaining claims for the duration of the Proposed Agreement unless otherwise permitted by the FW Act.																				
Appendix 1	This schedule sets out the Minimum Annual Salaries by roster, hub and classification for the rosters included in the Appendix.																				
Appendix 2	<p>This schedule sets out the allowances in the relevant modern awards which are incorporated into the Minimum Annual Salaries (and therefore not separately payable) and the allowances which are not incorporated into the Minimum Annual Salaries (and therefore separately payable to Employees should the Employee meet the eligibility criteria for the payment of the allowance).</p> <p>Coal operations</p> <table> <tr> <th>Allowances incorporated into the Minimum Annual Salaries for the Queensland Hub and <u>not</u> separately payable</th><th>Allowances not incorporated into the Minimum Annual Salaries for the Queensland Hub and therefore, are separately payable</th></tr> <tr> <td>Water money</td><td>Boom welding (trades employees only)</td></tr> <tr> <td>Dirty work</td><td>Shaft work</td></tr> <tr> <td>Confined space</td><td>Underground allowance</td></tr> <tr> <td>Height money</td><td></td></tr> <tr> <td>Tool allowance</td><td></td></tr> <tr> <td>Additional night shift allowance</td><td></td></tr> </table> <p>Other mining operations</p> <table> <tr> <th>Allowances incorporated into the Minimum Annual Salaries for the South Australia Hub and <u>not</u> separately payable</th><th>Allowances incorporated into the Minimum Annual Salaries for the Western Australia Hub and <u>not</u> separately payable</th></tr> <tr> <td>Underground allowance</td><td>Tool allowance</td></tr> <tr> <td>Industry allowance</td><td>Industry allowance</td></tr> </table>	Allowances incorporated into the Minimum Annual Salaries for the Queensland Hub and <u>not</u> separately payable	Allowances not incorporated into the Minimum Annual Salaries for the Queensland Hub and therefore, are separately payable	Water money	Boom welding (trades employees only)	Dirty work	Shaft work	Confined space	Underground allowance	Height money		Tool allowance		Additional night shift allowance		Allowances incorporated into the Minimum Annual Salaries for the South Australia Hub and <u>not</u> separately payable	Allowances incorporated into the Minimum Annual Salaries for the Western Australia Hub and <u>not</u> separately payable	Underground allowance	Tool allowance	Industry allowance	Industry allowance
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Underground allowance	Tool allowance																				
Industry allowance	Industry allowance																				

Explanation all employees		
Clause	Explanation	
	Licence allowance – electricians (incorporated for Maintenance Technician 1 (trade qualified) and Maintenance Technician 2 (trade qualified) classifications only)	Licence allowance – electricians (incorporated for Maintenance Technician 1 (trade qualified) and Maintenance Technician 2 (trade qualified) classifications only)