

Employee Q&As

OS Maintenance EA

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

As at 12 February 2025

Contents

Employee ballot	2
The proposed Agreement	5
Sign on Bonus	7
Salaries.....	8
Hubs.....	10
Sick leave paid on exit	12
EA 101.....	13
More specific clauses in the EA.....	13

Employee ballot

What is happening?

Following our decision to defer the ballot commencement on 13 January 2025, we are pleased to share we are now ready to progress our Operations Services EA for ballot with eligible members of our Maintenance team.

We have revised our EA and explanatory material required to ensure they are correct and give you a clear understanding of this proposed EA.

All OS Maintenance employees who will be covered by the proposed EA will be able to vote and have their say from **6am AEST/ 4am AWST/ 6.30am ACST on Monday 17 February 2025** to the ballot close at **10am AEST/ 8am AWST/ 10.30am ACST on Wednesday 19 February 2025**.

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 17 February and Wednesday 19 February. Leaders will take you through the detail of the offer again, explain what has changed in our drafting and answer any questions you may have.

Why did you defer the voting?

We needed to revise parts of the EA and the explanatory material to ensure the offer is clear and to correct the wording on allowances.

Through our extensive engagement process, your feedback and enquiries helped us identify the need to:

- Correct the description of allowances that are included or not included in the Minimum Annual Salary, and
- Clarify the operation of the agreement in other areas that have arisen through our engagement with you.

Have the issues been resolved?

Yes. We appreciate your patience while we worked to correct and clarify the intended operation of the EA. This is now complete, and we are confident we can move forward and put the agreement to ballot.

Should we be concerned that this won't be approved by the Fair Work Commission (FWC)?

As we move to ballot, no doubt you will have reservations about the likelihood of success, given how drawn-out this process has been. Please know we have been doing everything possible to reach a fair and balanced Agreement as quickly as we can. This includes taking steps to ensure our offer is clear and all employees understand what they're voting for.

Why has this taken 12 months?

- The required process to secure formal FWC approval is a technical process which takes time.
- Unfortunately, during the approval process of the ballot in March 2023, the Mining and Energy Union (MEU) opposed the proposed agreement. Ultimately, we determined to withdraw our approval application with the FWC in August 2023. 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 through the issues and are back at a place where we're confident we can move forward.

Will anything be backdated?

OS has decided not to backdate any entitlements. Certain entitlements, like the local allowance and commute allowance, were instead made available to eligible employees via policy in October 2024 (with the first payment made on 24 October 2024).

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?

Whilst we are doing everything that we can to ensure approval of the proposed Agreement, ultimately this is a decision for the FWC.

When is the ballot?

The ballot will open at **6am AEST/ 4am AWST/ 6.30am ACST on Monday 17 February 2025** and close at **10am AEST/ 8am AWST/ 10.30am ACST on Wednesday 19 February 2025**. We will continue to make sure these dates/times are frequently communicated to ensure you have an opportunity to cast your vote.

Who is running the ballot?

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). If you have any doubts about your eligibility to vote, please speak to your line leader.

Are the OS employees employed to work 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.

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.

What is happening with the Production EA?

We have re-engaged in bargaining for the Production Agreement and will continue to update our production teams on progress.

Can a Same Job Same Pay order still apply if OS has an enterprise agreement in place?

The MEU and AMWU's applications for Same Job Same Pay orders involving OS in Queensland are separate to this ballot process. If a Same Job Same Pay order is made by the FWC, it can still apply where OS already has an enterprise agreement in place.

What if I think I have a transferring enterprise agreement from my previous employer?

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](#)
- [Jumblebar 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 those enterprise agreements have reached their nominal expiry date, so if the Proposed Agreement is approved by the FWC 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.

The proposed Agreement

What's been updated since the last Access period?

We've made several corrections and clarifications in the description of allowances including nightshift and how it relates to your entitlements. Please familiarise yourself with these in the table below.

Allowances	
Corrected description of which allowances are included in the minimum salary	<p>The below allowances in Appendix 2 are included in the Minimum Annual Salaries and therefore won't be separately payable:</p> <ul style="list-style-type: none"> For Queensland hub employees, water money, dirty work, confined spaces, height money, additional night shift and tool allowance For WA hub employees, tool allowance, licence allowance (electricians only) and industry allowance For SA hub employees, underground allowance, licence allowance (electricians only) and industry allowance
Corrected description of which allowances are separately payable	<p>Night shift allowance has been removed from the Minimum Annual Salary and is now a separately payable allowance consistent with current practice. Night shift allowance is calculated at 3% of minimum annual salary. We have updated the Agreement so it expressly states which entitlements include the night shift allowance.</p> <p>For Queensland hub employees:</p> <p>Boom welding (trades employees only) is calculated at \$1.02 per hour payable separately to Minimum Annual Salary subject to meeting eligibility criteria.</p> <p>Shaft work is calculated at \$6.35 per shift payable separately to Minimum Annual Salary subject to meeting eligibility criteria.</p> <p>Underground allowance is calculated at \$2.48 per shift payable separately to Minimum Annual Salary subject to meeting eligibility criteria.</p> <p>Based on OS' current Queensland hub operations, no employees are currently eligible to be paid boom welding, shaft work and/or underground allowances.</p>

Removed allowances	<p>Some allowances have been removed from Appendix 2:</p> <ul style="list-style-type: none"> • For Queensland hub employees, washery, first aid and overtime meal allowances have been removed • For WA hub employees, first aid, overtime meal and leading hand allowances have been removed • For SA hub employees, first aid, overtime meal, leading hand and tool allowances (OS supplies all South Australia-based employees with tools) have been removed <p>We have removed references to these allowances because:</p> <ul style="list-style-type: none"> • Washery allowance is an allowance that is paid in substitution of other allowances (dirty work, water money). • OS does not appoint first aid officers because paramedics are deployed at all mine sites to deliver first aid. • Employees are either informed of overtime at least on the shift prior before working overtime and/or are provided with a meal at camp • OS does not formally appoint leading hands in its WA or SA hubs
---------------------------	---

- We have included all the classification descriptors in clause 6.6 to make it clearer about what roles are covered by the Agreement and what classification you fall under.
- We have made clearer that the salary increases in the Proposed EA apply on 1 September 2025, 1 September 2026, 1 September 2027 and 1 September 2028.

What's included in the proposed Agreement?

- The proposed Agreement would lock in the following benefits:
 - Minimum annual salary rates aligned with rosters and classifications for the East Hub, West Hub and South Hub respectively, expressed in dollar terms
 - 4% minimum increase to Annual Salary each year in 2024, 2026, 2027 and 2028, with the first increase taking effect on 1 September 2025
 - Overtime rates by roster and minimum salary rate
 - Introduction of access to BHP's matched superannuation policy - enabling eligible employees to make additional superannuation contributions and to receive an increased employer contribution by BHP.
 - **\$8000 Local Allowance** per year for eligible residential workers, locked into the EA (currently offered through Policy)
 - **\$5000 Travel Allowance** per year for eligible workers who commute, locked into the EA (currently offered through Policy)
 - **Paid flights** for FIFO workers locked into the EA (currently offered through Policy)
 - Access to the following BHP policies: BHP Parental Leave Policy, BHP Public Service Leave Policy, BHP Redundancy Policy and BHP Family & Domestic Violence Policy locked into the EA.
 - Inclusion of Workplace Delegates Rights and Right to Disconnect clauses
 - Inclusion of a \$750 (gross) per shift Christmas and Boxing Day Payment

Have improvements been made since the last proposed agreement we voted on?

OS has agreed to offer the following improved conditions, as part of its current EA proposal:

- An increase to the notice period for deployment changes within your designated Hub to 28 days' notice (previously 14 days' notice).
- Maintaining a 4-year agreement to lock in a 4 % increase for employees per year.
- Locking in the Christmas and Boxing Day Ex-Gratia Payments into the Agreement and increasing the per shift payment to \$750 following commencement of the proposed Agreement.
- The previous clause on repayment of overpayments by employees has been removed and so has the recently proposed clause on repayment of underpayments by the Company. The Company will continue to comply with its obligations to remediate any underpayments if they occur.
- Capturing current FIFO arrangements in the Agreement, to confirm that Cairns and Townsville are designated departure points for charter flights in the Queensland Hub and Busselton for charter flights in the WA Hub.
- A commitment to assist a stood down employee to return home as quickly as possible, subject to operational requirements (which includes the need to participate in the investigation process)
- Incorporate by reference the model consultation clause in the FW Act as amended from time to time.
- Clarifying that employees can access the issue resolution clause for disputes relating to the public holiday clause and annual leave clause.
- Including reference to any unions covered by the Agreement in the Coverage Clause
- Other minor wording adjustments throughout the agreements.

What is the term of the EA?

The proposed EA has a four-year nominal term. If the majority of eligible voters support the proposed Agreement and it receives final approval from the FWC, the proposed EA would be in effect for four (4) years and will continue in operation until it is terminated or replaced by another agreement.

Sign on Bonus

How does the sign on bonus work?

While it is not contained in the proposed OS Maintenance EA, OS is offering eligible employees a sign on bonus of:

- \$5,000 if the Agreement is voted up (YES vote) by the majority of employees, and
- a further \$5,000 paid to eligible employees if the Agreement is finally approved by the FWC.

Payment of the first sign on bonus will be made in the pay run after the first full pay period following the successful ballot.

Payment of the second sign on bonus will be made in the pay run after the first full pay period after the Agreement is finally approved by the FWC.

Employees will be eligible for the sign on bonus payments as follows:

1st Payment - \$5,000

- Are eligible to vote for the proposed OS Maintenance Enterprise Agreement;
- Are employed by the Company on or before 17 January 2025; and
- remain employed by OS Maintenance on the payment date (without having given or received notice terminating their employment)

2nd Payment - \$5,000

- Are covered by the OS Maintenance Agreement at the time of final approval; and
- remain employed by OS Maintenance on the payment date (without having given or received notice terminating their employment)

Can the \$5000 bonus be salary sacrificed?

Only the STI bonus can be salary sacrificed through a specific process. Employees can contribute a fixed amount or percentage of their salary, each pay period, into their superannuation fund from their pre-tax (salary sacrifice) or post-tax salary. Eligibility for this can be found in the Australian Salary Sacrifice Policy.

Are both bonuses taxable?

Yes, both amounts are subject to the relevant tax.

Salaries

What does the EA contain about salaries?

The EA contains minimum annual salaries in Appendix 1 which is attached to the Agreement. These minimum annual salaries are designed to be a minimum safety net for agreement-covered employees, as the main way we compensate employees is through employment contracts.

The minimum annual salary that is applicable to employees will be dependent on the role the employee performs, the hub the employee works at and the applicable roster the employee performs.

If you currently receive a contractual annual salary which is more than the applicable minimum annual salary contained in the enterprise agreement, you will continue to receive the higher contractual annual salary. That higher contractual annual salary will also be used to calculate payments due under the Agreement where expressly stated in the Agreement. For example, the 4% wage increase will be applied to your contractual annual salary.

How does the minimum annual salary remunerate employees?

The minimum annual salary remunerates employees for all rostered ordinary hours and rostered overtime, rostered work performed on public holidays (assuming up to 11 rostered public holidays), all allowances that are not otherwise prescribed under the proposed EAs, and any other loadings, penalties, overtime or other payments that would have been applicable to rostered hours in the applicable roster under the relevant modern award.

What does a minimum annual salary mean?

We have used the term minimum annual salary because it is the minimum annual salary that an employee will receive for working in a particular role, roster and hub. An employee may receive a higher annual salary than what is set out in the Agreement, but never less.

What does a minimum annual salary include?

The minimum annual salary remunerates employees for all rostered ordinary hours and rostered overtime and rostered work performed on public holidays (assuming up to 11 rostered public holidays). The minimum annual salary does not include:

- Night Shift Allowance
- For Queensland Hub Employees: boom welding (for trades employees only), shaft work and underground allowances.
- Un-rostered overtime
- Work performed on a public holiday, if you have already worked 11 or more public holidays in the year
- Critical skills allowance
- STI
- Superannuation
- Payments for working over the Christmas period per the EA.
- Local living and commute allowances per the EA.

What if the minimum annual salary in the EA is higher than my current contractual annual salary?

If the minimum annual salary for your relevant role, roster and hub in the Agreement is higher than your current contractual annual salary, then you will receive the higher EA annual salary.

I currently receive a night shift allowance. Is night shift allowance included in the minimum annual salary?

No, night shift allowance has been removed from the minimum annual salary and is now a separately payable allowance consistent with current practice. If you currently receive night shift allowance, you will continue to be paid night shift allowance (so long as you are working night shift).

Why do we have differences in the salaries between the West, East and South Hubs?

The minimum rates are aligned with the relevant award which applies to employees and market rates in the relevant areas for employees who will be covered by the Agreement.

Will the EA mean OS can reduce my contractual annual salary once the EA is in effect?

No. The EA minimum annual salary rates are a minimum standard. If your contractual annual salary is higher than the EA minimum annual salary for your classification, hub and roster, your contractual annual salary will continue to apply as provided for in your contract. However, if your contractual annual salary is lower than the EA minimum annual salary rate relevant, you will be paid at the higher EA minimum annual salary rate because it applies a minimum.

How is the two years post trade qualification verified?

Trade qualifications can be verified by an employee's line leader at point of hire, on graduation from BHP's FutureFit Academy, graduation from BHP's MA to trade program, or any time any employee is seeking to progress from within the classification structure. The employee's line leader is then responsible for ensuring any appropriate salary adjustments to a person's classification and salary are made with HR Services.

Why was 4% agreed to for a year-on-year payment?

The annual salary increase of 4% per year is a guaranteed minimum increase which considers factors such as inflation, cost of living increases and other economic factors. The Agreement is intended to provide certainty to our workforce by providing a minimum set of legally enforceable conditions. OS may at its discretion provide a higher salary increase in line with the Annual Reward Review.

How will the EA affect our night shift allowance?

Night Shift Allowance has now been split into a separate column in the salary tables within the proposed Agreement. This reflects the current practice of being paid separately to our employees based on them working a roster which contains a Night Shift component.

Is the annual 4% increase on the individual's current contractual annual salary, or is it only based on minimum annual salary?

It is based on an employee's current contractual annual salary or the minimum annual salary, whichever is higher.

Is the annual 4% increase to the base rate compounding?

Yes, it is compounding, once you get an increase in 2025 then that is the salary that the next 4% increase would be based off.

Hubs

Are hubs important in the EA?

As you know, we believe the hubs are an important part of our business model. It allows us to offer full time, permanent employment to a level our competitors do not. It helps remove the need for us to keep access to and use casual employment.

What are the hubs in the EA?

The relevant hubs are:

- **Queensland Hub** which includes all mining operations in Queensland at which OS provides services now or in the future. This is a change to the previous proposed Agreement which included NSW as well as Qld in an east coast hub;
- **Western Australia Hub** which includes all mining operations in Western Australia at which OS provides services now or in the future; and
- **South Australia Hub** which includes all mining operations in South Australia at which OS provides services now or in the future.
- OS may designate any other region as a hub in the future.

Can we work anywhere within a hub?

If the proposed Agreement is approved, whether you have a specific hub term in your contract or not, the effect of the proposed Agreement is that Employees will be engaged to work anywhere within a hub as directed by the Company from time to time. You can be moved to different deployments within your hub with notice.

Can you be forced to move outside of a hub?

No. Under the proposed Agreement, OS cannot move you to a different hub (e.g. QLD to WA) without your agreement.

If I don't want to move within a hub, will I receive redundancy pay?

No. OS can move you to where it has work in the hub and if this occurs your employment is not terminated by OS. In these circumstances it is OS' position that no redundancy pay would be payable if you decide to end your employment rather than continue your employment with OS in the other location.

Travel and accommodation

What is in the proposed Agreement on paid flights?

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

- single person's village or other accommodation assigned by OS during the rostered swing of work,
- travel from the accommodation to site and return each day that they perform work as directed, and
- air transport between any point(s) nominated by OS and the Local Area and return, in accordance with timetables set by OS.

What about for employees that commute?

A **Commute Employee** lives outside a daily driving radius but from which it is reasonably practical to drive/bus in and out of that site for each swing. OS will provide Commute Employees with:

- single person's 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
- a travel allowance of \$5000 per year, paid in fortnightly instalments, included in their regular pay, for incidental costs incurred while travelling to and from their residence.

What about for local employees?

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, unless they are instructed to use Company provided ground transport. Local employees will be paid a local allowance of \$8000 per year, paid in fortnightly instalments, included in their regular pay.

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

No, 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, it is your responsibility to let your Line Leader know to ensure you are receiving the correct allowance.

What are the nominated departure points in the proposed Agreement?

At the commencement of this Agreement, the nominated departure points are:

- For the Queensland Hub – Brisbane, Townsville and Cairns
- For the Western Australia Hub – Perth and Busselton
- For the South Australia Hub – Adelaide

Will there be flights from Busselton to Port Hedland for those living in the Busselton region?

There is currently no intention to provide flights from Busselton to Port Hedland.

OS has nominated provincial airports as Port Hedland and in the Inland Mines. However, Port Hedland is a nominated provincial airport for flights from Perth only.

Currently BHP provides flights from:

- Perth to Port Hedland.
- Perth to Inland Mines.
- Busselton to Inland Mines.
- Bunbury to Inland Mines.

If I work my standard 12.5hrs shift and have to travel 45-50mins via bus each way to work, am I compensated for these hours?

All travel and rest time is non-working time; therefore, employees are not compensated for travel time:

- from their residence (local employees) to/from their designated place of work; or
- from the accommodation village (non-local employees) to/from their designated place of work.

Can OS cancel the flight/BIBO departure points?

Yes, OS can change the flight/BIBO departure points. However, there are no plans to change our current departure points that accommodate the majority of where our workforce chooses to reside.

Sick leave paid on exit

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

Under the proposed Agreement, employees are entitled to have accrued but untaken personal (sick) / carer's leave paid out on exit, except where:

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

This means, except for Employees within probation, 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).

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 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.

What happens to my contract of employment with an EA?

Nothing. Your individual employment contract remains unchanged, but an EA may also provide you with benefits that are not specified in your individual contracts.

Who participated in 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 to discuss the proposed EA.

More specific clauses in the EA

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

In accordance with the working on 24-26 December Ex-Gratia Payment Policy, we have locked in Christmas and Boxing Day Ex-Gratia Payments into the Agreement and increased the per shift payment to \$750 following commencement of the proposed Agreement.

Where an Employee who is not rostered on volunteers and performs work on these days, they will be paid **overtime** rates. Employees who work overtime on eligible shifts over Christmas and Boxing Day will receive the ex-gratia \$750 payment in addition to their overtime rates.

What about other public holidays?

OS provides continuous maintenance for mining operations and continues working across its rosters and sites for 24/7 shift coverage (365 days a year) for all Employees and including public holidays to support safe and productive continuity of operations. While the Agreement operates:

1. The Company notifies employees of their roster in advance, so Employees know the public holidays they are being requested to work.
2. Employees are entitled to at least two non-rostered public holidays each year. These days will be determined by the Employee's roster and are not the same for all Employees.
3. The minimum annual salaries contained in the EA include compensation for 11 public holidays worked. If an employee works more than 11 public holidays, the 12th and subsequent public holidays will be paid at 200% of the employee's minimum hourly roster rate.
4. Where an Employee is rostered to work one or more public holidays during the course of a year, the Company requests the Employee to work those days and the Company believes this a reasonable request, in light of its workplaces, its operational requirements, its business requirements, the work performed by employees, and the remuneration structure.

If an employee who is requested to work wishes to refuse that request to work, they should communicate this refusal and their reasons, in writing, to their Supervisor in advance and in accordance with the BHP Working Public Holidays Policy as amended from time to time.

How do rosters work in the proposed EA?

The Agreement contains provisions relating to how OS can roster employees. The current roster patterns worked in each Hub are set out in the salary tables in Appendix 1 to the Agreement.

A rostered shift includes shift handovers to be completed as directed at the start and end of shift.

You are entitled to paid meal and rest breaks of 30 minutes for every 5 hours worked, and reasonable time taken to travel to or from the area for crib will be counted as time worked (not counted as part of the meal break).

You shall not be rostered to work more than 12.5 hours in any one shift and will have a minimum break of 10 consecutive hours between shifts.

How do roster changes work in the proposed EA?

OS will provide you with one week's notice of any change to your place on a roster, unless otherwise agreed with you.

OS must give you 7 days' notice before implementing any change to your ordinary start or finish time or a change to start and finish location, unless there are operational requirements that require a shorter period of notice to be given.

OS must give you 14 days' notice if moving you permanently from a non-continuous day roster to a rotating continuous roster.

What is un-rostered overtime?

Un-rostered overtime is any additional hours an employee performs outside their rostered hours of work.

Rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each rostered period.

For un-rostered overtime, you will be paid overtime rates for un-rostered overtime that you are directed to work.

Any un-rostered overtime worked by Employees will be paid:

1. other than on public holidays, at double the Minimum Hourly Roster Rate;
2. on public holidays, at triple the Minimum Hourly Roster Rate.

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.

Example: An employee works two hours of un-rostered overtime. The Employee and the Company may agree that the Employee has two hours off instead of being paid for the two hours.

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.

In calculating overtime, each shift is to be treated separately.

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?

For the term of the Agreement, the BHP Redundancy Termination - Australia policy as at commencement of the Agreement will apply at a minimum.

Under the current provisions of the BHP Redundancy Terminations – Australia Policy, the redundancy pay schedule is calculated at the rate of 14 weeks' base salary plus 2.5 weeks' base salary per year of continuous service (pro rata for completed months of service).

This policy can be accessed via the below link:

[BHP Redundancy Termination Australia Policy](#)

Why has the Company removed the clause relating to overpayments?

The previous clause on repayment of overpayments by employees has been removed and so has the recently proposed clause on repayment of underpayments by the Company. The Company will continue to comply with its obligations to remediate any underpayments if they occur.

Will the cost of all state and federal licenses required for work purposes be reimbursed in full under the EA?

No. Only HV Switching or State Electrical Licence which was agreed as part of negotiations.

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 via email. This will include a copy of the proposed Agreement as well as explanation material and instructions on how to access all 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 your line leader and visit our [OS EA information hub](#).

What do I do if I have more questions?

To submit a question or provide feedback, you can email OSEA@bhp.com