

## Comparison of the Proposed Agreement and *BHP Billiton Iron Ore Port Operations Agreement 2012*

### Purpose

The table below summarises and explains the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) as compared with the *BHP Billiton Iron Ore Port Operations Agreement 2012* (**Port Agreement**). The table below is intended to assist in understanding the Proposed Agreement and must be read in conjunction with the Proposed Agreement and the Port Agreement.

This document should be read together with the other explanatory documents made available including comparisons with the National Employment Standards, Mining Industry Award and Black Coal Mining Industry Award.

### Context

There are employees who may be subject to an enterprise agreement that has transferred with them to the Company as part of a transfer of business under Part 2-8 of the *Fair Work Act 2009* (Cth) (**FW Act**). All of the enterprise agreements have reached their nominal expiry date, so if the Proposed Agreement is approved by the Fair Work Commission it will apply instead of any of those enterprise agreement when it commences operation.

If one of these agreements applied to you during a prior period of employment with another BHP group company or a third party contractor to BHP (**old employer**), then that agreement may still apply to your employment with the Company. The agreement would still apply to your employment if the requirements of section 311 of the FW Act are met:

- your employment with the old employer was terminated;
- within 3 months after termination, you became employed by the Company;
- the work you perform for the Company is the same or substantially the same as the work you performed for the old employer (**transferring work**);
- there is a connection between the Company and the old employer of one or more of the following types:
  - if the old employer was part of the BHP Group when you commenced employment with the Company; or
  - if the Company or another BHP Group company had previously outsourced the transferring work to your old employer or an associated entity of your old employer, and ceased to outsource that work; or
  - if the old employer or an associated entity of the old employer has outsourced the transferring work to the Company or another BHP group company; or
  - there is:
    - an arrangement between the old employer or an associated entity of the employer and the Company or another BHP group company; and
    - in accordance with that arrangement the Company or another BHP group company owns or has the beneficial use of some or all of the assets that the old employer or the associated entity of the old employer owned or had the beneficial use of and that relate to or are used in connection with the transferring work.

Further information about transfer of business is available from the Fair Work Ombudsman at <https://www.fairwork.gov.au/employment-conditions/when-businesses-change-owners>.

## Comparison table

Proposed Agreement		Port Agreement	Additional comments on differences
1.	<b>TITLE</b> This agreement will be known as the <i>Operations Services Maintenance Agreement</i> (" <b>Agreement</b> ").	<b>Clause 1 – Title</b> This Agreement shall be referred to as the BHP Billiton Iron Ore Port Operations Agreement 2012 ("the Agreement")	
2.	<b>COVERAGE</b> This Agreement shall cover: (a) OS ACPM Pty Ltd (ACN 623 848 895) (" <b>the Company</b> "); and (b) Employees of the Company employed in the classifications set out in Appendix 1 of this Agreement who undertake maintenance activities on a mining operation (" <b>Employees</b> "). "Mining operation" in this clause includes Port operations in Western Australia which service mining operations. (c) Any union covered by this agreement pursuant to section 183 of the Fair Work Act 2009 (Cth) (" <b>FW Act</b> ").	<b>Clause 2 – Coverage of this Agreement</b> This Agreement shall cover: (a) BHP Billiton Iron Ore Pty Ltd ("the Company"); and (b) employees of the Company employed in the positions set out in Schedule 1 of this Agreement who work in the Port Inner Harbour or in Non Process Infrastructure (excluding vehicle maintenance) at the Nelson Point operations or Finucane Island operations, Port Hedland. This Agreement does not cover employees covered by the BHP Billiton Iron Ore Operations Union Collective Agreement 2008, or any agreement replacing that agreement.	The Proposed Agreement only covers maintenance Employees. The Port Agreement has broader classifications.
3.	<b>RELATIONSHIP WITH OTHER INSTRUMENTS AND THE NATIONAL EMPLOYMENT STANDARDS</b> 3.1 Subject to clauses 14, 16, 17 and 27 of this Agreement, it does not incorporate the Company's policies or procedures (notwithstanding any references to any policies or procedures in this Agreement). 3.2 While this Agreement operates in relation to an Employee, no other industrial instrument shall have effect in relation to the Employee. 3.3 The National Employment Standards (" <b>NES</b> ") apply to all Employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this Agreement, the NES will apply and the clause of this Agreement will not apply, except to the extent that the clause of the Agreement provides for a more beneficial outcome for Employees than the NES.	<b>Clause 24 – Comprehensive Agreement – No further claims</b> This Agreement is intended as a comprehensive statement of the mutual rights and obligations between the parties during the term of the Agreement. It excludes any industrial instrument that might otherwise apply. ...	The Proposed Agreement includes a NES precedence clause. If the Port Agreement applied, it does not contain an NES precedence term, however, the NES still provides the minimum for Employees covered by the Port Agreement.  The Proposed Agreement incorporates specified policies although some are only incorporated for the term of the Agreement (this is discussed further where relevant to clauses of the Proposed Agreement).

Proposed Agreement	Port Agreement	Additional comments on differences
<p>4. <b>TERM OF AGREEMENT</b></p> <p>4.1 This Agreement will commence operation seven days after the Agreement is approved by the Fair Work Commission ("FWC").</p> <p>4.2 The term of the Agreement ends on the nominal expiry date of the Agreement which will be four years after the date on which the FWC approves the Agreement.</p> <p>4.3 The Agreement will continue to operate past the term of the Agreement until terminated, or replaced by another agreement.</p>	<p><b>Clause 3 – Term of Agreement</b></p> <p>(a) This Agreement will operate from seven days after the date of approval by Fair Work Australia.</p> <p>(b) The nominal expiry date of the Agreement will be 4 years after the day on which Fair Work Australia approves this Agreement.</p> <p>(c) This Agreement will continue to operate past the nominal expiry date until it is either terminated or replaced by another agreement.</p>	<p>The nominal term of the Port Agreement has passed the nominal expiry date. If the Proposed Agreement is approved by the FWC, it will replace the Port Agreement and the Port Agreement will not apply.</p>
<p>5. <b>TYPE OF EMPLOYMENT</b></p> <p>5.1 Employees may be engaged under this Agreement as Full Time Employees or Part Time Employees.</p> <p>5.2 A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows:</p> <p>(a) in the case of an Employee to whom the <i>Black Coal Mining Industry Award 2020</i> would have applied but for the operation of this Agreement – an average of 35 ordinary hours per week, averaged over their roster cycle; or</p> <p>(b) in the case of any other Employee – an average of 38 ordinary hours per week, averaged over a six month period.</p> <p>5.3 A Part Time Employee is an Employee who:</p> <p>(a) is employed to work less than the following number of ordinary hours per week:</p> <p>(i) in the case of an Employee to whom the <i>Black Coal Mining Industry Award 2020</i> would have applied but for the operation of this Agreement – an average of 35 ordinary hours per week, averaged over their roster cycle; or</p> <p>(ii) in the case of any other Employee – an average of 38 ordinary hours per week, averaged over a six month period;</p> <p>(b) has reasonably predictable hours of work; and</p>	<p><b>Clause 5 – Types of employment</b></p> <p>Employees may be engaged on a full time or part time basis, or for a fixed term or as casual employees.</p> <p><b>Clause 7 - Hours of work</b></p> <p>The Company expects that usually an employee's work will be completed in their normal hours.</p> <p>The normal hours of work for day workers are an average of 40 hours each week and the normal hours of work for shift workers are an average of 42 hours each week. These normal hours are inclusive of an average of 38 nominal hours and regular additional hours each week.</p> <p>Circumstances may require that employees work outside their normal hours to ensure that the full requirements of their role are met. This factor and regular additional hours have been taken into account in setting the Base Salary and Operational Components 1 and 2 set out in Schedule 1.</p>	<p>The Proposed Agreement does not include casual employment, whereas the Port Agreement provides for casual employment.</p> <p>The Proposed Agreement provides for a weekly average of 38 ordinary hours averaged over a 6-month period (or 35 ordinary hours averaged over a roster cycle in the case of Coal Employees). If the Port Agreement applied, it provides for Employees to work an average of 40 hours each week (dayworkers) or an average of 42 hours (if shiftworkers).</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>(c) receives, on a pro rata basis, equivalent pay and conditions to those of Full Time Employees who do the same kind of work as provided for in Appendix 1.</p> <p>5.4 Each Part Time Employee's rostered hours of work, including the days when they will work, location and their starting and finishing times will be as agreed in writing between the Company and the Part Time Employee from time to time.</p> <p>5.5 All time worked in excess of an Employee's rostered hours will be un-rostered overtime and paid for at the rates prescribed in clause 7.11.</p> <p>5.6 Employees may be engaged for a fixed term or specified task. Such Employees are not entitled to notice of termination or redundancy pay on expiry of the fixed term or completion of the specified task, unless required by the FW Act.</p>		
<p>6. <b>DUTIES</b></p> <p>6.1 Employees are required to undertake all duties as reasonably directed by the Company that are within their skill and competence and, where required by law, authorised, and in accordance with safe working practices.</p> <p>6.2 Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company and will teach work skills to others as required.</p> <p>6.3 Notwithstanding anything to the contrary in a contract of employment, all Employees covered by this Agreement are employed to work at deployments within a hub as directed by the Company from time to time. The relevant hubs are:</p> <p>(a) Queensland Hub which includes all mining operations in Queensland at which the Company provides services now or in the future;</p> <p>(b) Western Australia Hub which includes all mining operations in Western Australia at which the Company provides services now or in the future;</p> <p>(c) South Australia Hub which includes all mining operations in South Australia at which the Company provides services now or in the future; and</p> <p>(d) any other region the Company designates as a new</p>	<p><b>Clause 6 – Employee Duties</b></p> <p>Employees are required to undertake all duties as directed by the Company that are within their skill and competence and in accordance with safe working practices. Employees will also be required to undertake training.</p> <p>Organisation requirements may necessitate employees transferring to other positions, operations or locations. Reasonable notice will be provided in these circumstances and benefits will be reviewed in the light of any change in responsibilities. In such cases the Company also assists with relocation costs for the employee and dependants.</p>	<p>The Proposed Agreement provides that:</p> <ul style="list-style-type: none"> <li>all Employees covered by the Proposed Agreement work at deployments within a hub as directed by the Company from time to time;</li> <li>transfer between hubs will be made only with agreement with the employee; and</li> <li>unless otherwise agreed, 28 days' notice will be given where an Employee is required to change deployment within their hub.</li> </ul> <p>This means that employees can be moved to different workplaces within a hub (upon the provision of 28 days' notice) and if the need for work at one site in the hub decreases or comes to an end, and the Company can provide work at another site in the hub, the Company can move employees to where it has work in the hub.</p> <p>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>

Proposed Agreement	Port Agreement	Additional comments on differences																											
<p>hub in the future.</p> <p>6.4 At least 28 days' notice, unless otherwise agreed between the Company and the Employee concerned, will be provided where an Employee is required by the Company to change deployment within their hub.</p> <p>6.5 Transfer between hubs will be by agreement with the Employee.</p>		<p>Under the Port Agreement:</p> <ul style="list-style-type: none"><li>• Employees can be transferred to other positions, operations or locations within the business;</li><li>• movement between operations, locations or positions will be made with reasonable notice; and</li><li>• the Company also assists with relocation costs for the employee and dependents.</li></ul>																											
<p><b>6. DUTIES</b></p> <p>...</p> <p>6.6 Classifications</p> <p>(a) Employees will be placed in one of the following classifications:</p> <p>(i) Apprentices: completing an apprenticeship in a trade qualification;</p> <p>(ii) Non-trade qualified roles being: roles that do not require a trade qualification, other than employees employed as Service Person – Tyre Fitter including:</p> <p>(A) Service Person Maintenance;</p> <p>(B) Maintenance Associate;</p> <p>(C) Service Support Technician; and</p> <p>(D) Other non-trade qualified roles (Fixed Plant, Light Vehicles, Mobile &amp; Field Maintenance).</p> <p>(iii) Maintenance Technician 1 (trade qualified) and Service Person – Tyre Fitter:</p> <p>(A) Tradespersons employed to spend most of their time performing Light Vehicle Maintenance &amp; Repairs;</p> <p>(B) Tradespersons who have less than 2 years' experience in the trade qualification required for their role.</p> <p>(C) Non-trade qualified employees employed as Service Person – Tyre Fitter.</p> <p>(iv) Maintenance Technician 2 (trade qualified): Tradespersons (other than those performing predominately Light Vehicle Maintenance &amp; Repairs) who have 2 or more years' experience in the trade qualification required for their role.</p> <p>(b) Trade qualified experience includes experience in the trade</p>	<p><b>Schedule 1</b></p> <p><b>(a) Positions and Base Salaries</b></p> <p>The Base Salary for each Position is set out below. Employees will be placed at a level in their Position, relevant to the responsibilities of the Position and taking into account the reference award classification for that level. The reference award is the <i>Iron Ore Production &amp; Processing (BHP Biliton Iron Ore Pty Ltd) Award 2002</i>. This placement does not limit the duties the employees may be required to perform set out in clause 6 of this Agreement. The level of an employee will be reviewed where the responsibilities of the employee changes on an ongoing basis.</p> <table><tr><th>Position</th><th>Agreement Level</th><th>Agreement Base Salary</th><th>Reference Award Level</th></tr><tr><td rowspan="2">Production Technician;</td><td>Level 2</td><td>\$83,020</td><td>2</td></tr><tr><td>Level 3</td><td>\$84,460</td><td>3</td></tr><tr><td>Service Technician;</td><td rowspan="2">Level 4</td><td rowspan="2">\$88,398</td><td rowspan="2">4</td></tr><tr><td>Support Service Technician</td></tr><tr><td rowspan="2">Support Services Technician Mechanical;</td><td>Level 2</td><td>\$83,036</td><td>2</td></tr><tr><td>Level 3</td><td>\$84,460</td><td>3</td></tr><tr><td>Service Technician Mechanical; Lubrication Technician</td><td>Level 4</td><td>\$86,526</td><td>4</td></tr></table>	Position	Agreement Level	Agreement Base Salary	Reference Award Level	Production Technician;	Level 2	\$83,020	2	Level 3	\$84,460	3	Service Technician;	Level 4	\$88,398	4	Support Service Technician	Support Services Technician Mechanical;	Level 2	\$83,036	2	Level 3	\$84,460	3	Service Technician Mechanical; Lubrication Technician	Level 4	\$86,526	4	<p>As noted above, the Port Agreement has broader classifications than the Proposed Agreement. The Proposed Agreement only covers maintenance Employees.</p>
Position	Agreement Level	Agreement Base Salary	Reference Award Level																										
Production Technician;	Level 2	\$83,020	2																										
	Level 3	\$84,460	3																										
Service Technician;	Level 4	\$88,398	4																										
Support Service Technician																													
Support Services Technician Mechanical;	Level 2	\$83,036	2																										
	Level 3	\$84,460	3																										
Service Technician Mechanical; Lubrication Technician	Level 4	\$86,526	4																										

Proposed Agreement		Port Agreement				Additional comments on differences
<p>qualification required for their role, gained prior to employment with the Company.</p> <p>6.7 An Employee's classification does not limit the duties that an Employee may be required to perform in accordance with clause 6.1.</p>	<b>Engineering Technician Mechanical;</b> <b>Production Technician Mechanical</b>	Level 2	\$89,736	5		
		Level 3	\$92,963	6		
		Level 4	\$96,174	7		
		Level 5	\$99,400	8		
	<b>Support Services Technician Electrical;</b> <b>Service Technician Electrical</b>	Level 2	\$83,036	2		
		Level 3	\$84,460	3		
		Level 4	\$86,526	4		
	<b>Engineering Technician Electrical;</b> <b>Production Technician Electrical</b>	Level 2	\$89,736	5		
		Level 3	\$92,963	6		
		Level 4	\$96,174	7		
		Level 5	\$99,400	8		
		Level 6	\$102,627	9		
	<b>Senior Production Technician;</b> <b>Senior Services Technician</b>	Level 2	\$95,599	4		
	<b>Senior Engineering Technician Mechanical;</b> <b>Engineering Technician Mechanical Team Leader;</b> <b>Senior Production Technician Mechanical;</b> <b>Senior</b>	Level 2	\$107,037	8		

Proposed Agreement	Port Agreement				Additional comments on differences												
	<table><tr><td>Production Technician Maintenance</td><td></td><td></td><td></td></tr><tr><td>Senior Engineering Technician Electrical;  Engineering Technician Electrical Team Leader;</td><td>Level 1</td><td>\$107,037</td><td>8</td></tr><tr><td>Senior Production Technician Electrical;  Senior Production Technician Maintenance</td><td>Level 2</td><td>\$110,391</td><td>9</td></tr></table>				Production Technician Maintenance				Senior Engineering Technician Electrical;  Engineering Technician Electrical Team Leader;	Level 1	\$107,037	8	Senior Production Technician Electrical;  Senior Production Technician Maintenance	Level 2	\$110,391	9	
Production Technician Maintenance																	
Senior Engineering Technician Electrical;  Engineering Technician Electrical Team Leader;	Level 1	\$107,037	8														
Senior Production Technician Electrical;  Senior Production Technician Maintenance	Level 2	\$110,391	9														
<p>7. <b>REMUNERATION</b></p> <p>7.1 Employees will be paid a minimum annual salary for their roster, hub and classification (“<b>Minimum Annual Salary</b>”) in accordance with Appendix 1.</p> <p>7.2 The Minimum Annual Salary includes compensation for:</p> <p>(a) all allowances unless otherwise prescribed by this Agreement, disabilities and skills; and</p> <p>(b) any other loadings, penalties, overtime or other payments that would have been applicable to rostered hours in the applicable roster under the relevant modern award (being the modern award that would have applied to that Employee if this Agreement did not apply). This includes compensation for working on rosters which cover weekends, public holidays, and day/afternoon/night shifts except where expressly provided for in this Agreement.</p>	<p><b>Clause 4 – No reduction in conditions of employment</b></p> <p>Nothing in this Agreement will operate to reduce any of the terms and conditions of an employee’s contract of employment to which the employee was entitled at the time the employee becomes bound by this Agreement.</p> <p><b>Clause 8 - Remuneration</b></p> <p>Employees’ total salary (“<b>Total Salary</b>”) is the sum of all applicable remuneration components, consisting of a base salary (“<b>Base Salary</b>”) plus an Operational Component and any allowances that apply to the employee’s role. These are set out in Schedule 1 to this Agreement.</p> <p>Base Salaries have been set to reflect the requirements of the job including consideration for unscheduled additional hours as required by the employee’s position from time to time. The salary also incorporates consideration for all aspects of working at site operations.</p> <p>...</p> <p>Employees may elect to salary sacrifice as provided for by Company policies (as amended from time to time) (eg.</p>				<p>Under the Proposed Agreement, the Minimum Annual Salaries are contained in Appendix 1. This includes compensation for allowances (except night shift allowance and other allowances expressly identified in the Agreement as separately payable), disabilities and skills and all other loadings, penalties, overtime and other payments that would have been applicable to rostered hours. Allowances are also payable when applicable where expressly provided for in the Agreement.</p> <p>The Port Agreement provides for employees to receive a “Total Salary” comprised of:</p> <ul style="list-style-type: none"><li>• a “Base Salary”; plus</li><li>• an Operational Component; and</li><li>• a Shift Component or Fly-in Fly-out component as applicable.</li></ul> <p>Operational Component 1 is provided to Employees to compensate them for additional work time associated with shift rosters (such as handover).</p>												



Proposed Agreement		Port Agreement	Additional comments on differences															
		novated leasing).	Operational Component 2 is provided to Employees to compensate them for additional hours of work above those compensated in their Base Salary.															
7.3	The Minimum Annual Salary rates specified in this Agreement are minimum rates. Nothing in this Agreement prevents an Employee from being paid more than the relevant Minimum Annual Salary rates under a contract of employment or at the Company's discretion.	Salaries are reviewed annually and are adjusted at the Company's discretion to take into account the Company's performance, the employee's individual performance and industry salary movements generally.	The Shift Component is provided to Employees who either: <ul style="list-style-type: none"><li>work on a continuous day/night shift which includes two days shifts followed by two night shifts and then four days off duty; or</li><li>work on a continuous day shift.</li></ul> The Fly-in Fly-out component is provided to working a fly in fly out arrangement.															
7.4	Where an Employee has a contractual annual salary under a contract of employment or at the Company's discretion, which is higher than the Minimum Annual Salary at the relevant time for the Employee, the higher contractual annual salary will be applied for the purposes of calculating payments due under this Agreement where expressly stated in this Agreement.	Part time employees will receive pro rata Total Salary and pro rata leave and other entitlements.																
7.5	The commencement of this Agreement does not have the effect of reducing the contractual annual salary payable to any Employee under their contract of employment for their roster and in operation immediately prior to commencement of this Agreement.	Casual employees will be paid at the hourly rate together with a 25% loading in lieu of sick leave and annual leave. A casual employee is not entitled to parental leave (unless the employee has been employed by the Company on a regular ongoing basis for a period of at least 12 months, in which case the employee will be entitled to up to 12 months unpaid parental leave) or other leave. A casual employee is entitled to up to 2 days unpaid carer's leave for each permissible occasion in accordance with clause 12 of this Agreement.																
7.6	During the life of this Agreement:	<b>Schedule 1 – Positions and Salaries</b>																
	(a) the Minimum Annual Salaries in Appendix 1 will increase by 4% on 1 September the following years (payable from the first pay period on or after 1 September) in line with the Company's annual reward review:	<b>(a) Positions and Base Salaries</b>																
	(i) 1 September 2025;	The Base Salary for each Position is set out below. Employees will be placed at a level in their Position relevant to the responsibilities of the Position and taking into account the reference award classification for that level. The reference award is the <i>Iron Ore Production &amp; Processing (BHP Billiton Iron Ore Pty Ltd) Award 2002</i> . This placement does not limit the duties the employees may be required to perform set out in clause 6 of this Agreement. The level of an employee will be reviewed where the responsibilities of the employee changes on an ongoing basis.																
	(ii) 1 September 2026;																	
	(iii) 1 September 2027;																	
	(iv) 1 September 2028																	
	(b) if an Employee under their contract of employment is entitled to a contractual annual salary that is greater than the relevant Minimum Annual Salary for the Employee in Appendix 1, the Employee will still receive a 4% minimum increase on their contractual annual salary as at 1 September of the years in clause 7.6(a) (payable from the first pay period after	<table><tr><th>Position</th><th>Agreement Level</th><th>Agreement Base Salary</th><th>Reference Award Level</th></tr><tr><td>Production Technician;</td><td>Level 2</td><td>\$83,020</td><td>2</td></tr><tr><td>Service Technician;</td><td>Level 3</td><td>\$84,460</td><td>3</td></tr><tr><td>Support Service</td><td>Level 4</td><td>\$88,398</td><td>4</td></tr></table>	Position	Agreement Level	Agreement Base Salary	Reference Award Level	Production Technician;	Level 2	\$83,020	2	Service Technician;	Level 3	\$84,460	3	Support Service	Level 4	\$88,398	4
Position	Agreement Level	Agreement Base Salary	Reference Award Level															
Production Technician;	Level 2	\$83,020	2															
Service Technician;	Level 3	\$84,460	3															
Support Service	Level 4	\$88,398	4															



Proposed Agreement		Port Agreement				Additional comments on differences																																																																
<p>1 September);</p> <p>(c) an Employee’s contractual annual salary will be at least equivalent to the Minimum Annual Salary rates set out in this Agreement;</p> <p>(d) an Employee’s Minimum Annual Salary as set out in this Agreement will not be reduced, unless the Employee changes to a classification, roster or hub with a different lower Minimum Annual Salary rate under this Agreement.</p> <p>7.7 Employees may be provided with greater percentage increases at the Company’s discretion.</p> <p>7.8 <b>Remuneration for rosters introduced during the term of the Agreement</b></p> <p>(a) If the Company introduces a full-time roster not included in Appendix 1, the full-time Minimum Annual Salary for each affected classification will be:</p> <p>(i) 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><tr><td>Technician</td><td></td><td></td><td></td></tr><tr><td rowspan="2">Support Services Technician</td><td>Level 2</td><td>\$83,036</td><td>2</td></tr><tr><td>Level 3</td><td>\$84,460</td><td>3</td></tr><tr><td>Mechanical; Service Technician Mechanical; Lubrication Technician</td><td>Level 4</td><td>\$86,526</td><td>4</td></tr><tr><td rowspan="2">Engineering Technician Mechanical;</td><td>Level 2</td><td>\$89,736</td><td>5</td></tr><tr><td>Level 3</td><td>\$92,963</td><td>6</td></tr><tr><td rowspan="2">Production Technician Mechanical</td><td>Level 4</td><td>\$96,174</td><td>7</td></tr><tr><td>Level 5</td><td>\$99,400</td><td>8</td></tr><tr><td>Support Services Technician Electrical;</td><td></td><td></td><td></td></tr><tr><td rowspan="3">Service Technician Electrical</td><td>Level 2</td><td>\$83,036</td><td>2</td></tr><tr><td>Level 3</td><td>\$84,460</td><td>3</td></tr><tr><td>Level 4</td><td>\$86,526</td><td>4</td></tr><tr><td rowspan="3">Engineering Technician Electrical;</td><td>Level 2</td><td>\$89,736</td><td>5</td></tr><tr><td>Level 4</td><td>\$96,174</td><td>7</td></tr><tr><td>Level 5</td><td>\$99,400</td><td>8</td></tr><tr><td rowspan="2">Production Technician Electrical</td><td>Level 6</td><td>\$102,627</td><td>9</td></tr><tr><td></td><td></td><td></td></tr><tr><td>Senior Production Technician;</td><td>Level 2</td><td>\$95,599</td><td>4</td></tr></table>				Technician				Support Services Technician	Level 2	\$83,036	2	Level 3	\$84,460	3	Mechanical; Service Technician Mechanical; Lubrication Technician	Level 4	\$86,526	4	Engineering Technician Mechanical;	Level 2	\$89,736	5	Level 3	\$92,963	6	Production Technician Mechanical	Level 4	\$96,174	7	Level 5	\$99,400	8	Support Services Technician Electrical;				Service Technician Electrical	Level 2	\$83,036	2	Level 3	\$84,460	3	Level 4	\$86,526	4	Engineering Technician Electrical;	Level 2	\$89,736	5	Level 4	\$96,174	7	Level 5	\$99,400	8	Production Technician Electrical	Level 6	\$102,627	9				Senior Production Technician;	Level 2	\$95,599	4	
Technician																																																																						
Support Services Technician	Level 2	\$83,036	2																																																																			
	Level 3	\$84,460	3																																																																			
Mechanical; Service Technician Mechanical; Lubrication Technician	Level 4	\$86,526	4																																																																			
Engineering Technician Mechanical;	Level 2	\$89,736	5																																																																			
	Level 3	\$92,963	6																																																																			
Production Technician Mechanical	Level 4	\$96,174	7																																																																			
	Level 5	\$99,400	8																																																																			
Support Services Technician Electrical;																																																																						
Service Technician Electrical	Level 2	\$83,036	2																																																																			
	Level 3	\$84,460	3																																																																			
	Level 4	\$86,526	4																																																																			
Engineering Technician Electrical;	Level 2	\$89,736	5																																																																			
	Level 4	\$96,174	7																																																																			
	Level 5	\$99,400	8																																																																			
Production Technician Electrical	Level 6	\$102,627	9																																																																			
Senior Production Technician;	Level 2	\$95,599	4																																																																			
<table><tr><th>Employee type</th><th>Minimum Hourly Roster Rate for calculation of Minimum Annual Salary for new rosters</th></tr><tr><td>An Employee to whom the BCMI Award would have applied but for the operation of this Agreement</td><td>The Minimum Hourly Roster Rate in Appendix 1 for the Queensland Hub roster – 7 Days on, 7 Days off (12.5-hour shifts) by relevant classification and year</td></tr><tr><td>Any Employee to whom the Mining Industry Award would have applied but for the operation of this Agreement, except those in the South Australia Hub</td><td>The Minimum Hourly Roster Rate in Appendix 1 for the Western Australia Hub roster -7 Days on, 7 Days off (12.5-hour shifts) – by relevant classification and year</td></tr><tr><td>Any Employee to whom the Mining Industry Award would have applied but for the operation</td><td>The Minimum Hourly Roster Rate in Appendix 1 for the South Australia hub – 7 Days</td></tr></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 the operation of this Agreement	The Minimum Hourly Roster Rate in Appendix 1 for the Queensland Hub roster – 7 Days on, 7 Days off (12.5-hour shifts) by relevant classification and year	Any Employee to whom the Mining Industry Award would have applied but for the operation of this Agreement, except those in the South Australia Hub	The Minimum Hourly Roster Rate in Appendix 1 for the Western Australia Hub roster -7 Days on, 7 Days off (12.5-hour shifts) – by relevant classification and year	Any Employee to whom the Mining Industry Award would have applied but for the operation	The Minimum Hourly Roster Rate in Appendix 1 for the South Australia hub – 7 Days																																																													
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 the operation of this Agreement	The Minimum Hourly Roster Rate in Appendix 1 for the Queensland Hub roster – 7 Days on, 7 Days off (12.5-hour shifts) by relevant classification and year																																																																					
Any Employee to whom the Mining Industry Award would have applied but for the operation of this Agreement, except those in the South Australia Hub	The Minimum Hourly Roster Rate in Appendix 1 for the Western Australia Hub roster -7 Days on, 7 Days off (12.5-hour shifts) – by relevant classification and year																																																																					
Any Employee to whom the Mining Industry Award would have applied but for the operation	The Minimum Hourly Roster Rate in Appendix 1 for the South Australia hub – 7 Days																																																																					

Proposed Agreement		Port Agreement				Additional comments on differences
of this Agreement and who is employed in the SA Hub		on, 7 Days off (12.5-hour shifts) – by relevant classification and year				
<p>And</p> <p>(ii) 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, being:</p> <p>(A) in the case of an Employee to whom the BCMI Award would have applied but for the operation of this Agreement, the BCMI Award as at the date the definite decision to introduce the new roster is announced to Employees; and</p> <p>(B) in the case of an Employee to whom the Mining Industry Award would have applied but for the operation of this Agreement, the Mining Industry Award as at the date the definite decision to introduce the new roster is announced to Employees.</p> <p>(iii) Once commenced, be subject to any applicable minimum salary increases set out in clause 7.6 of this Agreement.</p> <p>(b) The Minimum Hourly Roster Rate for any Minimum Annual Salary introduced in accordance with this clause will be calculated by dividing the Minimum Annual Salary by the total rostered hours for the relevant roster pattern.</p> <p>(c) A part-time employee will be paid on a pro rata basis in accordance with the clause 5.3(c).</p> <p>(d) This subclause 7.8 does not apply to individual flexibility arrangements entered into under clause 23 of this Agreement.</p>		Senior Services Technician				
		Senior Engineering Technician Mechanical; Engineering Technician Mechanical Team Leader; Senior Production Technician Mechanical; Senior Production Technician Maintenance	Level 2	\$107,037	8	
		Senior Engineering Technician Electrical; Engineering Technician Electrical Team Leader;	Level 1	\$107,037	8	
		Senior Production Technician Electrical; Senior Production Technician Maintenance	Level 2	\$110,391	9	
7.9 Allowances		<p><b>(b) Calculation of hourly and overtime rates</b></p> <p>For the purpose of this Agreement the hourly rate of pay for an employee (“<b>hourly rate</b>”) is calculated by dividing the employee’s Base Salary by 52 and then by 40, and the hourly overtime rate (“<b>hourly overtime rate</b>”) is calculated by multiplying the hourly rate by 1.5.</p>				
(a) Allowances are provided for the following sections of this Agreement:						
(i) clause 7.10 (Night Shift Allowance)						

Proposed Agreement	Port Agreement	Additional comments on differences
<p>(ii) clause 20 (Accommodation and Travel)</p> <p>(iii) Appendix 2 of this Agreement</p> <p>(b) Separately payable allowances in Appendix 2 will increase in line with the salary increases set out in clause 7.6.</p>	<p>The hourly rate is rounded to the nearest cent.</p> <div data-bbox="853 229 1482 411" style="border: 1px solid black; padding: 5px;"> <p><b>Example</b></p> <p>An employee has a Base Salary of \$90,000. The employee's hourly rate is \$43.27 (<math>\\$90,000 \div 52 \div 40 = \\$43.269231</math> rounded to \$43.27) and the employee's hourly overtime rate is \$64.91 (<math>\\$43.27 \times 1.5</math>).</p> </div> <p><b>(c) Calculation of average weekly hours</b></p> <p>Average weekly hours will be calculated using the following formula:</p> <p>Step 1: <math>365 \text{ days per annum} \div \text{length of roster} = \text{number of roster cycles per annum}</math></p> <p>Step 2: <math>\text{number of hours worked in one cycle} \times \text{number of roster cycles per annum} = \text{hours worked per annum}</math></p> <p>Step 3: <math>\text{hours worked per annum} \div 52 \text{ weeks per annum} = \text{average hours worked per week}</math></p> <div data-bbox="853 772 1482 1050" style="border: 1px solid black; padding: 5px;"> <p><b>Example</b></p> <p>4 days on 4 days off roster (8 day roster) with 12 hour shifts</p> <p><math>365 \div 8 = 45.63</math> roster cycles per annum</p> <p><math>(12 \times 4 = 48 \text{ hours worked per cycle}) \times 45.63 = 2,190</math> hours worked per annum</p> <p><math>2,190 \div 52 = 42</math> hours worked per week</p> </div> <p><b>(d) Defined Salary</b></p> <p>Each employee has a defined salary ("<b>Defined Salary</b>") calculated by adding Operational Components (where applicable) to the Base Salary. This Defined Salary is used for Superannuation and Incentive Program purposes.</p> <p><b>(e) Components and allowances</b></p> <p>The following components and allowances may apply to an employee's role. These are annual amounts that are paid pro-rata on a fortnightly basis.</p>	

Proposed Agreement	Port Agreement	Additional comments on differences
	<p><b>(1) Operational Component 1 (Only applies to shift workers)</b></p> <p>For the additional work time beyond the average 40 hours each week provided for in the Base Salary, that is directly associated with shift rosters (eg. Handover, hot seat changes, 40-42 hours etc.) shift workers will receive Operational Component 1.</p> <p>The Operational Component 1 formula is additional hours x hourly overtime rate x 46 weeks per annum. The outcome is then rounded to the nearest \$10.</p> <div data-bbox="853 520 1485 727" style="border: 1px solid black; padding: 5px;"> <p><b>Example</b></p> <p>An employee has an hourly overtime rate of \$64.91 and the additional hours directly associated with the shift roster is 3 hours. The Operational Component 1 is \$8,960 (<math>3 \times \\$64.91 \times 46 = \\$8,957.58</math>, rounded to \$8,960).</p> </div> <p><b>(2) Operational Component 2</b></p> <p>As part of the current position requirements some employees will be required to work additional hours to those compensated for in their Base Salary component.</p> <p>Operational Component 2 compensates for these hours.</p> <p>Supervisors will discuss the requirement for additional hours with employees to ensure they have a clear understanding of the requirements anticipated in their work area.</p> <p>If in the event of significant changes in work requirements there is to be a change in the additional hours to be worked in an employee's work area, the employee's supervisor will discuss this matter with the employee and advise of the change and the effect on Operational Component 2.</p> <p>The Operational Component 2 formula is additional hours x hourly overtime rate x 46 weeks per annum. The outcome is then rounded to the nearest \$10.</p> <div data-bbox="853 1294 1485 1473" style="border: 1px solid black; padding: 5px;"> <p><b>Example</b></p> <p>An employee has an hourly overtime rate of \$64.91 and the additional hours to be worked in the employee's work area is 2 hours. The Operational Component 2 is \$5,970 (<math>2 \times \\$64.91 \times 46 = \\$5,971.72</math>, rounded to \$5,970).</p> </div>	

Proposed Agreement	Port Agreement	Additional comments on differences
	<p><b>(3) Shift Component</b></p> <p>When employees are required to perform shift work in the following shift patterns, they will receive a Shift Component ("Shift Component") per annum.</p> <p>The Shift Component for continuous day/night shift patterns is 25% of an employee's Base Salary, up to a maximum of \$23,800.</p> <div data-bbox="851 464 1485 671"> <p><b>Example</b></p> <p>An employee with a Base Salary of \$90,000 working on continuous day/night shift, which includes two day shifts followed by two night shifts and then four days off duty will receive a shift component of \$22,500 (25% of \$90,000 = \$22,500)</p> </div> <p>The Shift Component for continuous days only shift patterns is 22% of an employee's Base Salary, up to a maximum of \$20,910.</p> <div data-bbox="851 810 1485 963"> <p><b>Example</b></p> <p>An employee with a Base Salary of \$90,000 working on a continuous day shift will receive a Shift Component of \$19,800 (22% of \$90,000 = \$19,800).</p> </div> <p><b>(4) Fly In Fly Out Component</b></p> <p>For working a fly in fly out arrangement, the Fly In Fly Out Component per annum is 7% of an employee's Base Salary.</p> <div data-bbox="851 1118 1485 1270"> <p><b>Example</b></p> <p>An employee on a fly in fly out roster, who has a Base Salary of \$90,000 would receive a Fly In Fly Out Component of \$6,300 (7% of \$90,000 = \$6,300).</p> </div>	
<p><b>7.10 Night Shift Allowance</b></p> <p>(a) Night Shift Allowance is payable to an Employee while the Employee is working a roster that includes night shifts. A night shift is any shift that finishes after midnight and at or before 8 am.</p> <p>(b) Night Shift Allowance is calculated as 3% of Minimum Annual Salary and is paid in consideration of the demands of working night</p>	<p><b>Clause 8 - Remuneration</b></p> <p>Employees' total salary ("<b>Total Salary</b>") is the sum of all applicable remuneration components, consisting of a base salary ("<b>Base Salary</b>") plus an Operational Component and any allowances that apply to the employee's role. These are set out in Schedule 1 to this Agreement.</p>	<p>The Proposed Agreement provides for compensation for working night shift by way of a separately payable night shift allowance.</p> <p>The Port Agreement provides for compensation for working continuous day/night shift patterns by way of a separately payable shift component allowance of 25%</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>shift. Where an Employee is eligible, Night Shift Allowance is payable fortnightly, in equal instalments. Night Shift Allowance will be included in payments for the following entitlements under this Agreement</p> <p>(i) accident pay (clause 7.19);</p> <p>(ii) annual leave (including cashed out annual leave) (clause 11);</p> <p>(iii) paid personal/carer's leave (clause 12);</p> <p>(iv) paid compassionate leave (clause 13);</p> <p>(v) paid parental leave, if an employee was entitled to 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 (clause 14);</p> <p>(vi) long service leave (clause 15);</p> <p>(vii) paid leave to deal with family and domestic violence (clause 15);</p> <p>(viii) paid community service leave (clause 16);</p> <p>(ix) stand aside with pay (clause 21);</p> <p>(x) leave to attend workplace delegate training (clause 24.8);</p> <p>(xi) redundancy (clause 27);</p> <p>(xii) payment in lieu of notice of termination of employment (clause 28).</p> <p>(c) If an Employee stops working night shift, the Night Shift Allowance will cease to be paid.</p> <p>(d) Night Shift Allowance is calculated on a pro rata basis for Part Time Employees in accordance with clause 5.3(c).</p>	<p>Base Salaries have been set to reflect the requirements of the job including consideration for unscheduled additional hours as required by the employee's position from time to time. The salary also incorporates consideration for all aspects of working at site operations.</p> <p>...</p> <p><b>Schedule 1</b></p> <p><b>(3) Shift Component</b></p> <p>When employees are required to perform shift work in the following shift patterns, they will receive a Shift Component ("Shift Component") per annum.</p> <p>The Shift Component for continuous day/night shift patterns is 25% of an employee's Base Salary, up to a maximum of \$23,800.</p> <div data-bbox="853 692 1480 900" style="border: 1px solid black; padding: 5px;"> <p><b>Example</b></p> <p>An employee with a Base Salary of \$90,000 working on continuous day/night shift, which includes two day shifts followed by two night shifts and then four days off duty will receive a shift component of \$22,500 (25% of \$90,000 = \$22,500)</p> </div> <p>The Shift Component for continuous days only shift patterns is 22% of an employee's Base Salary, up to a maximum of \$20,910.</p> <div data-bbox="853 1038 1480 1182" style="border: 1px solid black; padding: 5px;"> <p><b>Example</b></p> <p>An employee with a Base Salary of \$90,000 working on a continuous day shift will receive a Shift Component of \$19,800 (22% of \$90,000 = \$19,800).</p> </div>	<p>of an employee's base salary.</p>
<p><b>7.11 Un-rostered overtime</b></p> <p>(a) Any un-rostered overtime worked by Employees will be paid at:</p> <p>(i) other than on public holidays, at double the Minimum Hourly Roster Rate for each hour of un-rostered overtime; and</p> <p>(ii) on public holidays, at triple the Minimum</p>	<p><b>Clause 7 – Hours of Work</b></p> <p>...</p> <p>Circumstances may require that employees work outside their normal hours to ensure that the full requirements of their role are met. This factor and regular additional hours have been taken into account in setting the Base Salary and Operational Components 1 and 2 set out in Schedule 1.</p> <p>...</p>	<p>Under the Proposed Agreement, where the Employee is required to work un-rostered overtime, they will be paid double the Minimum Hourly Roster Rate for un-rostered overtime and triple the hourly rate on public holidays.</p> <p>If the Port Agreement applied, it provides for Employees to be directed to perform un-rostered overtime. An Employee would not receive a separate payment for these individual overtime hours. Instead, the requirement to work overtime, and the payment for</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>Hourly Roster Rate for each hour of un-rostered overtime.</p> <p>(b) Alternatively, an Employee and the Company may agree in writing to the Employee taking time off instead of being paid for a particular amount of un-rostered overtime that has been worked by the Employee.</p> <p>7.12 Where un-rostered overtime work is necessary it must be arranged so that Employees have at least 10 consecutive hours' break between work on successive shifts.</p> <p>7.13 In calculating overtime, each shift is to be treated separately.</p>		<p>doing so, is compensated for through Operational Component 2, as well as through the other components of remuneration.</p>
<p>7.14 <b>Call back</b></p> <p>(a) An Employee who is recalled to work overtime after leaving the workplace (whether the Employee was notified before or after leaving the workplace) will be paid for at least four hours work at the rate under clause 7.11(a), for each time the Employee is recalled.</p> <p>(b) The provisions of sub-clause (a) do not apply in the following cases:</p> <p>(i) where it is customary for an Employee to return to the workplace to perform a specific job outside of the Employee's ordinary working hours; or</p> <p>(ii) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.</p> <p>(c) Overtime worked on a call back of less than four hours will not be regarded as overtime for the purposes of a rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement contains a call back provision. Under the Proposed Agreement, an Employee could be directed to return to the workplace to perform overtime work in accordance with the requirements of the clause. The Port Agreement does not have a similar provision.</p>
<p>7.15 Where an Employee undertakes Company approved training outside of the Employee's normal shift patterns, either:</p> <p>(a) The Employee will be given time off in lieu for the period of the training delivery; or</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides that the default position where an Employee is attends Company approved training outside of the Employee's normal shift patterns they will receive time off in lieu of the time spent at training, or, at the Company's election, will</p>



Proposed Agreement		Port Agreement	Additional comments on differences
(b)	The Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.		receive overtime rates for the time. The Port Agreement does not contain any specific provisions.
7.16	Minimum Annual Salary and Night Shift Allowance (when applicable) will be averaged over a year and paid fortnightly in arrears.	<b>Clause 8 – Remuneration</b> ... Employees will be paid fortnightly, directly into their nominated bank, building society or credit union account.	Both the Port Agreement and Proposed Agreement provide for payment to be made on a fortnightly basis into a bank account nominated by the Employee.
7.17	Payment will be by electronic funds transfer to a bank account in Australia nominated by the Employee.		
7.18	Employees may be eligible to participate in the Company Incentive Program, as amended from time to time. The Company reserves the right in its sole discretion to cancel, replace, or make any variations to any such scheme at any time.	<b>Clause 9 – Incentive program</b> Employees will be eligible to participate in the Company Incentive Program, as amended from time to time. The amount each employee will receive under the Incentive Program is dependent upon the Company's performance, the employee's department meeting its Performance Targets and the employee's individual performance. Incentive Program payments will be assessed following the completion of the Company's financial year in June each year.	Both Agreements contain provisions stating Employees may be eligible to participate in the Company's Incentive Program as amended from time to time.
7.19	Without limiting clause 3.1, the Company has a policy that provides for accident pay and may be amended by the Company from time to time, provided that accident pay for any employee will not be less than the Employee would receive if an accident pay clause in a modern award applied to that Employee, but for this Agreement. Night Shift Allowance is payable on accident pay, in accordance with clause 7.10 (if eligible).	<b>12 Personal/carer's leave</b> Total Salary will continue to be paid during absences due to illness or injury. In the case of serious illness or injury a maximum of 12 months salary continuation will be considered, subject to regular review.	The Proposed Agreement provides that accident pay will be in accordance with Company policy, as amended from time to time. If the Port Agreement applied, there is no accident pay provision, but clause 12 does recognize that salary continuance may be provided in some circumstances.
7.20	Electrical Licenses Where the Company requires an Employee to obtain to maintain a HV Switching or State Electrical Licence, the Company will reimburse the Employee for: (a) the cost of the licence; and (b) the cost of any required training course that has been approved in advance by the Company.	<i>No equivalent provision.</i>	Under the Proposed Agreement, the cost of electrical licences will be reimbursed by the Company. Reimbursement of electrical licence cost is not provided for in the Port Agreement.
<b>8. SUPERANNUATION</b>		<b>Clause 17 – Superannuation</b>	
8.1	Employees are allowed a personal choice of complying	Employees are entitled to admission to the BHP Billiton	The statutory minimum contributions are currently 11.5% and will increase to 12% from 1 July 2025. These rates apply unless co-contributions are made

Proposed Agreement	Port Agreement	Additional comments on differences
<p>superannuation fund, to receive superannuation contributions on their behalf. In the event the Employee does not elect a superannuation fund, superannuation will be paid to the Employee's stapled fund. If the Employee does not have a stapled fund, contributions are to be made by the Company to a default superannuation fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</p> <p>8.2 The Company's contribution on behalf of Employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i>, as varied from time to time.</p> <p>8.3 An Employee can request and the Company may agree that the Employee will forgo part of their Minimum Annual Salary otherwise payable under this Agreement (or contractual annual salary if higher, in accordance with clause 7.4) in order to pay this amount into the Employee's nominated superannuation fund.</p> <p>8.4 Employee Superannuation Co-Contribution is offered at the discretion of the Company to participating Employees, who have completed a written election application, on the following conditions:</p> <p>(a) Subject to subclause (c), The Company may, at its discretion, review, vary or cease the Employee Co-Contribution Policy at any time. This includes where there are changes in Australian Taxation Office practice, tax rulings, legislation or legislative interpretation.</p> <p>(b) The Employee may cease Employee Co-Contribution at any time by 30 days' notice and submitting a completed election form.</p> <p>(c) The Company may cease Co-Contribution at any time by 30 days' notice.</p> <p>(d) Company and Employee Co-Contributions will cease during periods of unpaid leave unless otherwise agreed by the Company.</p> <p>(e) Company and Employee Co-Contributions are calculated in accordance with the Employee Co-Contribution Policy, as amended from time to time.</p>	<p>Superannuation Fund's Defined Contribution Division ("Fund"). Under the rules of this Fund employees may elect to make personal contributions to the Fund. Employees can do this by completing an Application for Membership form. Superannuation contributions are based on the Defined Salary Component of each employee's remuneration.</p> <p>The Company will make contributions on each employee's behalf dependent upon the employee's own contribution rate as follows:</p> <p><b>Employee Contribution Rate</b></p> <p>0%</p> <p>3%</p> <p>4%</p> <p>5%</p> <p>5+%</p> <p><b>Company Contribution Rate</b></p> <p>9%*</p> <p>10%</p> <p>12%</p> <p>14%</p> <p>14% (maximum)</p> <p>* or as required by superannuation legislation, as amended</p> <p>The Fund will be the Company's default fund. Employees are entitled to choose another eligible complying superannuation fund to receive superannuation contributions on their behalf.</p> <p>Employees may elect to salary sacrifice into superannuation in accordance with the Company's policy and legislative requirements.</p>	<p>under both the Port Agreement and Proposed Agreement.</p> <p>Under the Port Agreement, employees who chose to make voluntary contributions to their superannuation were entitled to receive a higher contribution rate from the Company i.e. if an Employee increased their contribution, the Company's contribution to the Employee would also increase up to a maximum of 14%.</p> <p>Under the Proposed Agreement, any co-contribution arrangement is subject to the Company's Employee Co-Contributions Policy, which can be reviewed, varied or ceased by the Company from time to time.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>(f) All contributions will only be paid into one superannuation fund for each Employee. Contributions made to and earnings received from a superannuation fund must be preserved in the fund until the Employee reaches preservation age or meet any other legislative and fund criteria allowing the release of superannuation benefits.</p> <p>(g) Company and Employee Co-Contributions will incur tax at the rate under the taxation legislation applicable at the time.</p>		
<p>9. <b>HOURS OF WORK</b></p> <p>9.1 An Employee's work will usually be completed in their rostered hours. Employees may be required to work reasonable un-rostered overtime.</p> <p>9.2 A rostered shift includes shift handovers to be completed as directed at the start and end of the shift.</p> <p>9.3 An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.</p> <p>9.4 By working these hours, Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Minimum Annual Salary is calculated on the basis that Employees will work these hours.</p> <p>9.5 The Company shall determine each Employee's roster, including the days and hours of work, and starting and finishing times and places from time to time, and may change any such rosters, days and hours of work or starting and finishing times and places, provided that:</p> <p>(a) an Employee shall not be rostered to work more than 12.5 hours in any one shift and will have a minimum break of 10 consecutive hours between shifts;</p> <p>(b) the Company will provide an Employee with one week's notice of any change to an Employee's place on a roster, unless otherwise agreed with the Employee;</p>	<p><b>Clause 7 - Hours of work</b></p> <p>The Company expects that usually an employee's work will be completed in their normal hours.</p> <p>The normal hours of work for day workers are an average of 40 hours each week and the normal hours of work for shift workers are an average of 42 hours each week. These normal hours are inclusive of an average of 38 nominal hours and regular additional hours each week.</p> <p>Circumstances may require that employees work outside their normal hours to ensure that the full requirements of their role are met. This factor and regular additional hours have been taken into account in setting the Base Salary and Operational Components 1 and 2 set out in Schedule 1.</p> <p>Employees may be required to perform shift work if required. Additionally, in order to meet additional requirements, the Company reserves the right to, from time to time, change the shift system in operation, or require employees to transfer from day work to shift work or from shift work to day work or from one shift to another.</p> <p>The Company needs to operate commute work patterns for some roles including commute by fly in fly out. The Company may introduce or change commute work patterns in the future in consultation with affected employees.</p> <p>...</p>	<p>Under the Proposed Agreement, unless the Company and the Employee agree otherwise, the Company must provide:</p> <ul style="list-style-type: none"> <li>notice of one week if it changes the Employee's place on a roster; and</li> <li>notice of at least 7 days before it implements any change to the ordinary starting or finishing times on the roster or the starting and finishing places on a site unless there are operational reasons requiring a shorter notice period to be given; or</li> <li>if the Employee is moving from a non-continuous day roster to a rotating continuous roster, 14 days' notice (not 7) is actually required.</li> </ul> <p>If the Port Agreement applied, there are no equivalent provisions to those above, although consultation is required if work patterns for commute by fly in fly out are introduced or changed.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>(c) before implementing any change to ordinary starting and finishing times for an Employee's roster or a change to starting and finishing places on a site, the Company will provide at least 7 days' notice of the change, unless:</p> <ul style="list-style-type: none"> <li>(i) the Company and the Employee otherwise agree;</li> <li>(ii) there are operational requirements that require a shorter period of notice to be given; or</li> <li>(iii) the Employee is moving permanently from a non-continuous day roster to a rotating continuous roster, in which case the reference to 7 days is to be taken as 14 days.</li> </ul> <p>(d) For the avoidance of doubt, clauses 10 to 15 of the model consultation term incorporated by clause 25 apply to a change to the regular roster or ordinary hours of work of Employees.</p>		
<p>9.6 Employees are entitled to paid meal and rest breaks of 30 minutes for every 5 hours worked. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements. Employees will not be required to work more than 5 hours without a meal and rest break. Reasonable time taken to travel to or from the area designated by the Company for crib will be counted as time worked and will not be counted as part of the paid meal break.</p>	<p><b>Clause 7 – Hours of Work</b></p> <p>...</p> <p>Employees will be entitled to meal and rest breaks at times prescribed by the Company, having regard to safety, operational and production requirements. Wherever practicable, meal breaks will be provided at intervals of no more than 5.5 hours after commencement of the employee's shift.</p>	<p>If the Port Agreement applied, meal breaks and rest breaks do not have a minimum length. Whereas under the Proposed Agreement, an Employee is entitled to a specific minimum of 30 total minutes of meal and rest breaks for every 5 hours worked.</p> <p>Under the Proposed Agreement, employees will not be required to work more than 5 hours without a meal and rest break, whereas the Port Agreement, if it applied, would require meal breaks to be provided at intervals of no more than 5.5 hours after commencement of the employee's shift.</p>
<p>10. <b>PUBLIC HOLIDAYS</b></p> <p>10.1 The following days are public holidays:</p> <ul style="list-style-type: none"> <li>(a) New Year's Day</li> <li>(b) Australia Day</li> <li>(c) Good Friday</li> <li>(d) Easter Saturday (for Employees rostered to work ordinary hours on that day except in Western</li> </ul>	<p><b>Clause 13 - Public holidays</b></p> <p>The Company recognises 10 public holidays per annum for day employees. Employees working on shift are required to work in accordance with their roster. Payment for public holidays is included in the Total Salary.</p>	<p>The Proposed Agreement contains additional provisions regarding public holiday work as compared with the Port Agreement, including clauses explaining the Company's position about the reasonableness of its request that employees work on public holidays. These matters remain subject to the NES. The Proposed Agreement also provides that Minimum Annual Salaries will include compensation for 11 public holidays worked.</p> <p>The Port Agreement includes provisions explaining how</p>

Proposed Agreement		Port Agreement	Additional comments on differences
	<p>Australia)</p> <p>(e) Easter Sunday</p> <p>(f) Easter Monday</p> <p>(g) Anzac Day</p> <p>(h) Sovereign's Birthday</p> <p>(i) In Queensland only, Christmas Eve (from 6pm)</p> <p>(j) In South Australia only, Christmas Eve (from 7pm)</p> <p>(k) Christmas Day</p> <p>(l) Boxing Day</p> <p>(m) in South Australia only, New Years Eve (from 7pm)</p> <p>(n) any additional day observed by the local community and gazetted at the place of work as a holiday</p> <p>(o) any day gazetted in addition or in lieu of one of these holidays.</p>		<p>payments for public holidays will be made, but does not otherwise control how employees may be rostered to work on public holidays. Those matters are determined by the NES. The Port Agreement does not contain any additional entitlements for working on Christmas Day and Boxing Day.</p>
10.2	The Company provides continuous maintenance services to mining operations, and continues work across rosters for 24/7, 365/6 days a year shift coverage. It rosters shifts for all Employees and continues operating throughout public holiday periods to support safe and productive continuity of operations.		
10.3	<p>The Company notifies Employees of their roster in advance, so Employees know:</p> <p>(a) the public holidays that fall within their rostered working time; and</p> <p>(b) the two non-rostered public holidays each year that will not fall within their rostered working time. These days will be determined by the Employee's roster and are not required to be the same for any Employees.</p>		
10.4	The Minimum Annual Salary rates set out in Appendix 1 include compensation for 11 public holidays worked. If an Employee works more than 11 public holidays in a remuneration period (measured from 1 September – 31 August), the Employee will be paid at double the Minimum Hourly Roster rate for all work performed on those additional		

Proposed Agreement	Port Agreement	Additional comments on differences
<p>public holiday(s).</p> <p>10.5 Where an Employee is rostered to work one or more public holidays during the course of a year, the Company is requesting the Employee to work those days and the Company believes this is a reasonable request, in light of its workplaces, its operational requirements, its business requirements, the work performed by Employees, and the remuneration structure.</p> <p>10.6 The FW Act provides a right for an Employee to refuse the request, if having regard to section 114 of the NES:</p> <p>(a) the request by the Company is unreasonable; or</p> <p>(b) a refusal by the Employee is reasonable.</p> <p>10.7 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 accordance with the BHP Working Public Holidays Policy as amended from time to time. An employee can also raise a dispute in relation to working on a public holiday in accordance with clause 22 of this Agreement.</p> <p>10.8 This sub-clause does not apply to an Employee on a period of pre-approved leave on the public holiday.</p> <p>10.9 No separate payment will be made where a public holiday falls during a non-rostered day.</p> <p>10.10 Christmas Day and Boxing Day payment</p> <p>(a) Any employee who works the following shifts will be paid a fixed payment of \$750 (gross) per shift (Xmas Payment) worked in addition to their Minimum Annual Salary:</p> <p>(i) Night shift commencing on 24 December;</p> <p>(ii) Day shift commencing on 25 December</p> <p>(iii) Night shift commencing on 25 December</p> <p>(iv) Day shift commencing on 26 December</p> <p>(b) (b) The Xmas Payment amount may be increased during the life of the Agreement at the Company's discretion.</p>		

Proposed Agreement	Port Agreement	Additional comments on differences
<p>11. <b>ANNUAL LEAVE</b></p> <p>11.1 Annual leave entitlements will be provided for in accordance with the NES.</p> <p>11.2 Employees are entitled to annual leave, in addition to the amount provided for in the NES, such that the Employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of service is a cumulative total of 5 weeks.</p> <p>11.3 An Employee who:</p> <p>(a) is a seven-day roster Employee (an Employee who over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or</p> <p>(b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,</p> <p>is a shiftworker for the purpose of the NES and entitled annually to an additional week of annual leave in addition to clause 11.2, being a cumulative total of 6 weeks.</p> <p>11.4 Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on annual leave, in accordance with clause 7.10 (if eligible).</p> <p>11.5 An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave provided that:</p> <p>(a) the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;</p> <p>(b) each occasion of cashing out is by a separate agreement in writing between the Company and the Employee; and</p> <p>(c) cashed out annual leave is paid at the Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4) plus Night Shift Allowance (if eligible).</p> <p>11.6 The Company may shut down all or part of its operation for a particular period (<b>Temporary Shutdown Period</b>) and require</p>	<p><b>Clause 11 – Annual Leave</b></p> <p>Employees performing day work will accrue annual leave at the rate of 5 weeks per year of service (ie. 25 days).</p> <p>Employees performing 12 hour shift work (including 12 hour day shift work) will accrue annual leave at the rate of 6 weeks per year of service (ie. 21 shifts). Employees may elect to cash out an amount of their annual leave entitlement per year which will be paid at the rate of pay at the time the election is made, provided that:</p> <p>(a) an accrued entitlement of 4 weeks annual leave remains available for the employee after the cashing out; and</p> <p>(b) the employee lodges a separate written application with the Company on each occasion and the application is approved by the Company.</p> <p>A leave loading of 25% has been included in the Base Salary.</p> <p>Employees residing in the Pilbara are entitled to annual leave travel assistance in the form of two return economy class airfares to Perth (or the equivalent dollar value) for themselves and their dependants for every completed year of site service.</p>	<p>Under the Proposed Agreement, all Employees are entitled to 5 weeks of leave and a shiftworker entitled to an additional week (6 weeks total) of annual leave is an Employee who:</p> <ul style="list-style-type: none"> <li>over the roster cycle, may be rostered to work shifts on any of the seven days of the week; or</li> <li>works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays.</li> </ul> <p>If the Port Agreement applied, a minimum of 5 weeks also applies, and a shiftworker entitled to an additional week of leave is an Employee who performs 12 hour shift work (including 12 hour day shift work).</p> <p>The Proposed Agreement does not include an equivalent entitlement to annual leave travel assistance like that included in the Port Agreement, being two return economy class airfares to Perth (or the equivalent dollar value) for themselves and their dependents for every completed year of site service.</p>



Proposed Agreement	Port Agreement	Additional comments on differences
<p>affected Employees to take leave during that period provided:</p> <ul style="list-style-type: none"> <li>(a) unless a shorter period is agreed, the Company must give the affected Employees 28 days' written notice (or as soon as reasonably practicable for any Employee who is engaged after the notice is given to other Employees);</li> <li>(b) an affected Employee may elect to cover the temporary shutdown period by taking one, or a combination of two or more, of the following: <ul style="list-style-type: none"> <li>(i) paid annual leave if the Employee has accrued an entitlement to such leave;</li> <li>(ii) leave without pay;</li> <li>(iii) if agreed by the Company, annual leave in advance;</li> </ul> </li> <li>(c) if the Employee does not make an election, or leave in advance is not agreed, that covers the whole of the Temporary Shutdown Period, then the Company may reasonably direct the Employee in writing to take a period of paid annual leave to which the Employee has accrued an entitlement; and</li> <li>(d) if a temporary shutdown period includes a day or part-day that is a public holiday and would have been a working day for the Employee had the Employee not been on leave in accordance with this sub-clause, the Employee is taken not to be on leave on that day or part-day.</li> <li>(e) An employee can also raise a dispute in relation to rejection of a request to take annual leave in accordance with clause 22 of this Agreement.</li> </ul>		
<p>12. <b>PERSONAL/CARER'S LEAVE</b></p> <p>12.1 Personal/carer's leave entitlement will be provided for in accordance with the NES and the relevant modern award, provided that:</p> <ul style="list-style-type: none"> <li>(a) Employees will be credited with their annual entitlement to personal/carer's leave under the NES and in accordance with the relevant modern award;</li> <li>(b) personal/carer's leave accruals for any Employee will</li> </ul>	<p><b>Clause 12 – Personal/carer's Leave</b></p> <p>Total Salary will continue to be paid during absences due to illness or injury. In the case of serious illness or injury a maximum of 12 months salary continuation will be considered, subject to regular review.</p> <p>An entitlement to 10 days paid personal/carer's leave per year of service accumulates from year to year.</p> <p>Accrued personal/carer's leave may be taken by an</p>	<p>Under the Proposed Agreement untaken but accrued personal leave is to be paid out upon termination (except in defined circumstances). If the Port Agreement applies, there is no such pay out for untaken but accrued personal leave.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>not be less than the Employee would have received under a clause in a modern award that would have applied to that Employee but for this Agreement;</p> <p>(c) accrued but untaken personal/carer's leave will be paid out on termination of employment (except where the termination is a result of serious misconduct, or the Employee is within probation, or where personal/carer's leave transfers to a new employer) and is paid at the Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on paid personal/carer's leave paid out on termination of employment in accordance with clause 7.10 (if eligible).</p> <p>12.2 Personal/carer's leave is paid at an Employee's Minimum Annual Salary rate subject to clause 7.4 of this Agreement (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on paid personal/carer's leave in accordance with clause 7.10 (if eligible).</p>	<p>employee to provide care or support to a member of their immediate family or household member who requires such care and support due to illness, injury or other unexpected emergency.</p> <p>An employee must notify their supervisor as soon as possible of any illness, injury or unexpected emergency that prevents the employee's attendance at work. In the case of illness or emergency a medical certificate may be requested.</p> <p>Employees will be required to provide an Application for Leave form following their return to work from personal leave.</p> <p><b>Unpaid carer's leave</b></p> <p>Employees are entitled to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family or household needs care or support because of a personal illness or injury or an unexpected emergency.</p> <p>An employee must notify their supervisor as soon as possible of any circumstances requiring the employee to take unpaid carer's leave. The Company may request a medical certificate.</p> <p>Employees will be required to provide an Application for Leave form following their return to work from unpaid carer's leave.</p>	
<p>13. <b>COMPASSIONATE LEAVE</b></p> <p>13.1 Compassionate leave entitlements will be provided for in accordance with the NES.</p> <p>13.2 Paid compassionate leave is paid at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on paid compassionate leave in accordance with clause 7.10 (if eligible).</p>	<p><b>Compassionate leave</b></p> <p>Employees are entitled to at least 2 days and up to 5 days paid compassionate leave for each occasion when a member of the employee's immediate family or household contracts or develops a life threatening personal illness or injury or dies.</p> <p>An employee must notify their supervisor as soon as possible of any circumstances requiring the employee to take compassionate leave. The Company may request a medical certificate.</p> <p>Employees will be required to provide an Application for Leave form following their return to work from compassionate leave.</p>	<p>If the Port Agreement applied, it provides a minimum of 2 and up to 5 days of Compassionate Leave per occasion.</p> <p>Under the Proposed Agreement, employees receive 2 days per occasion in accordance with the NES. Employees are paid at their Minimum Annual Salary rate plus Night Shift Allowance (where applicable).</p>
<p>14. <b>PARENTAL LEAVE</b></p> <p>14.1 Subject to clause 14.2, Employees are entitled to parental leave at least in accordance with the BHP Group Parental Leave Australia Policy, as amended from time to time.</p>	<p><b>Clause 15 – Parental leave</b></p> <p>Employees with at least 3 months continuous service are entitled to parental leave in accordance with the Staff Handbook. Parental leave is available to male and female employees, and applies equally for both births and adoptions</p>	<p>Under the Proposed Agreement, parental leave is paid in accordance with the BHP Group Parental Leave Australia Policy, which provides for 18 weeks paid parental leave. This cannot be reduced for the term of the Proposed Agreement.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>14.2 The entitlements under clause 14.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at commencement of the Agreement.</p> <p>14.3 Paid parental leave is paid at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on paid parental leave, in accordance with clause 7.10 (if eligible), if an employee was being paid night shift allowance immediately prior to commencing parental leave, including where an employee is transferred to a safe job or to 'no safe job' leave prior to commencing parental leave.</p>	<p>of children under the age of 16 years. The "Primary Caregiver" (as that term is defined in the Staff Handbook) is entitled to 18 weeks paid parental leave, then up to 34 weeks unpaid leave prior to returning to work.</p> <p>A "Secondary Caregiver" (as that term is defined in the Staff Handbook) will receive 1 week of paid leave upon the birth of a child or the adoption of a child under the age of 16 years.</p> <p>Primary Caregiver benefits can be split between parents if they both work for the Company.</p>	<p>If the Port Agreement applied, it provides for paid parental leave under the Staff Handbook.</p>
<p>15. <b>LONG SERVICE LEAVE</b></p> <p>15.1 Long service leave is in accordance with applicable legislation.</p> <p>15.2 Long service leave accrues and must be taken subject to relevant legislation and the Company policies, as amended from time to time.</p> <p>15.3 Long service leave is paid at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4).in accordance with their normal pay periods. Night Shift Allowance is payable on long service leave in accordance with clause 7.10.</p>	<p><b>Clause 14 Long service leave</b></p> <p>Employees will be entitled to paid long service leave of 13 weeks after 10 years continuous site service. Employees will be entitled to pro rata long service leave of 6.5 weeks after the first 5 years of continuous site service.</p> <p>A leave loading of 20% has been included in the Base Salary.</p>	<p>If the Port Agreement applied, Employees accrue long service leave at the higher rate of 13 weeks/10 years of continuous service and Employees can take pro-rata long service leave of 6.5 weeks after 5 years of continuous service.</p> <p>Under the Proposed Agreement, long service leave:</p> <ul style="list-style-type: none"> <li>in QLD accrues at a higher rate for employees subject to the coal long service leave legislation;</li> <li>in WA accrues at the lower rate of 8.667 weeks of long service leave after 10 years of service;</li> <li>in SA accrues at the rate of 13 weeks of long service leave after 10 years of service.</li> </ul>
<p>16. <b>COMMUNITY SERVICE LEAVE</b></p> <p>16.1 Subject to clause 16.2, community service leave entitlements are provided for in accordance with the BHP Group Public Service Leave - Australia Policy, as amended from time to time.</p> <p>16.2 The entitlements under clause 16.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p> <p>16.3 Paid community service leave is paid at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on paid community service leave, in accordance with clause 7.10 (if eligible).</p>	<p><b>Clause 16 Other leave</b></p> <p>The Company recognises leave for community service, jury service and defence force reserves in accordance with the Staff Handbook, as amended from time to time</p>	<p>The Proposed Agreement provides for community service in accordance with the NES and the Company Policy.</p> <p>If it applies, the Port Agreement recognizes such leave in accordance with the Staff Handbook, which will also be subject to the NES.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>17. <b>LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE</b></p> <p>17.1 Subject to clause 17.2, paid family and domestic violence leave is provided for in the BHP Group Family and Domestic Violence Support Policy, as amended from time to time.</p> <p>17.2 The entitlements under clause 17.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p> <p>17.3 Paid family and domestic violence leave is paid at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on paid family and domestic violence leave, in accordance with clause 7.10 (if eligible).</p>	<p><i>No equivalent provision. The NES would apply.</i></p>	<p>The Proposed Agreement provides that family and domestic violence leave will be provided in accordance with the NES and Company policy.</p> <p>The Port Agreement does not include an equivalent provision, so the NES entitlement would apply.</p>
<p>18. <b>LEAVE WITHOUT PAY</b></p> <p>18.1 An Employee who has exhausted all leave entitlements may make a written application for leave without pay stating the reasons, and the proposed commencement and completion dates. Leave without pay, and its duration, may be granted at the Company's sole discretion. Leave without pay under this clause does not count as service.</p> <p>18.2</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides that an employee can apply to the employer to take unpaid leave where they have exhausted all leave entitlements.</p> <p>While not provided in the Port Agreement, there is nothing that would prevent Employees from applying for unpaid leave under the Port Agreement.</p>
<p>19. <b>INCLEMENT WEATHER</b></p> <p>19.1 Arrangements in the event of severe wet weather or a cyclone are dealt with in the relevant Asset or site policy, as amended from time to time.</p> <p>19.2 Where Employees cannot get to work due to severe wet weather or a cyclone, they are enabled to utilise accrued annual leave if they desire.</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides for arrangements in circumstances of inclement weather. The Port Agreement does not include an equivalent provision.</p>
<p>20. <b>ACCOMMODATION AND TRAVEL</b></p> <p>20.1 For the term of this Agreement, the following arrangements will apply.</p> <p>20.2 <b>In this clause:</b></p> <p>(a) <b>Local Area</b> means the area within a radius of the site at which an Employee is working from which it is reasonably</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement sets out detailed arrangements applying to benefits for Employees depending on where they reside, and various travel and accommodation allowances.</p> <p>The Port Agreement does not contain any comparable provisions.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>practical to drive from the Employee's residence in and out of that site for each shift in accordance with any fatigue management plan requirements for the site;</p> <p>(b) <b>Local Employee</b> means any Employee who resides within the Local Area;</p> <p>(c) <b>Commute Employee</b> is an Employee who lives outside a radius of the site at which they are working and from which it is not reasonably practical to drive from the Employee's residence in and out of that site for each shift, but from which it is reasonably practical to drive in and out of that site for each swing in accordance with any journey management plan requirements for the site;</p> <p>(d) <b>Non-Local Employee</b> means any other Employee that is not a Local Employee or Commute Employee.</p> <p>20.3 <b>Employment in a hub</b></p> <p>Employees are employed to work at deployments within a hub as directed by the Company from time to time. As a result, Employees are not employed to work in a single location or site and are able to choose where to reside.</p> <p>20.4 <b>Local Employees Benefits</b></p> <p>(a) Subject to this clause 20.4, Local Employees will travel to and from the site in their own time and at their own expense each day that they are required to perform work.</p> <p>(b) Local Employees will be paid a local allowance of \$8,000 per year paid in equal fortnightly instalments included in their regular pay, for each fortnight work, including non-rostered overtime, is performed as required or an Employee is on paid leave.</p> <p>(c) Where the Company requires Local Employees to travel daily to and from the site from a designated location and by a designated means, such transport will be at the Company's cost, and will not affect payment of the allowance in clause 20.4(b).</p> <p>(d) This clause does not apply if an Employee accepts, or otherwise has the benefit of, other housing and/or accommodation arrangements with the Company.</p>		

Proposed Agreement	Port Agreement	Additional comments on differences
<p>20.5 <b>Commute Employees Benefits</b></p> <p>(a) Subject to clause 20.7, the Company will provide Commute Employees at the Company's cost, with single person's village or other accommodation during the rostered swing of work. The type and location of the accommodation is at the Company's discretion, and if an Employee chooses not to stay in the accommodation provided the Employee will be responsible for their own accommodation at their own expense.</p> <p>(b) The Company will provide Commute Employees at its cost with:</p> <p style="padding-left: 40px;">(i) road transport to and from the site from the accommodation each day that they perform work as directed;</p> <p style="padding-left: 40px;">(ii) a travel allowance of \$5,000 per year paid in equal fortnightly instalments included in their regular pay, for all incidental costs incurred in travelling to and from their residence to their accommodation to perform work, including non-rostered overtime, as required. This allowance will be included in regular pay for each fortnight work is performed as required or an Employee is on paid leave.</p> <p>(c) Where the Company requires Commute Employees to commute to and from the accommodation by a designated means, such transport will be at the Company's cost and will not affect payment of the allowance in clause 20.5(b).</p>		
<p>20.6 <b>Non-Local Employees Benefits</b></p> <p>(a) Subject to clause 20.7 the Company at its cost, will provide Non-Local Employees with:</p> <p style="padding-left: 40px;">(i) single person's village or other accommodation during the rostered swing of work. The type and location of the accommodation is at the Company's discretion. If an Employee chooses not to stay in the accommodation provided, the Employee will be responsible for their own</p>		

Proposed Agreement	Port Agreement	Additional comments on differences
<p>accommodation at their own expense;</p> <p>(ii) air transport between:</p> <p>(A) the transport departure points in (C) to (E) below; or</p> <p>(B) any other departure point(s) nominated by the Company from time to time,</p> <p>and the nominated provincial airport and return, to meet the Employee's roster.</p> <p>At the commencement of this Agreement the transport departure points are:</p> <p>(C) for the Queensland Hub – Brisbane, Cairns and Townsville;</p> <p>(D) For the Western Australia Hub – Perth and Busselton;</p> <p>(E) For the South Australia Hub – Adelaide;</p> <p>(iii) road transport to and from the site from the accommodation each day that they perform work; and</p> <p>(iv) road transport between the provincial airport nominated by the Company and the single person's village or other accommodation and return.</p> <p>(b) The Company can require Employees to travel under this sub-clause by a designated means, timetables, and carriers.</p> <p><b>20.7 Conditions of travel and accommodation</b></p> <p>(a) Only one of subclauses 20.4 , 20.5, or 20.6 will apply. An Employee must provide a written request to their Supervisor at least 28 days prior to any change in status under those clauses.</p> <p>(b) The benefits apply for:</p> <p>(i) each week the Employee works in accordance with the directions of the Company or is on paid leave; and</p>		



Proposed Agreement	Port Agreement	Additional comments on differences
<p>(ii) the term of this Agreement.</p> <p>(c) The allowances applicable under this clause:</p> <p>(i) are divisible flat payments and do not compound for overtime or any penalty;</p> <p>(ii) apply pro rata for Part Time Employees in accordance with clause 5.3.</p> <p>(d) All travel and rest time under this clause is non-working time.</p> <p>(e) Employees who choose to use the accommodation or travel provided will, as a condition of employment, abide by the rules and regulations of the Company and/or the operator, as amended from time to time. Disruptive behaviour and/or breaching rules and regulations can invoke removal of accommodation and/or travel rights. An Employee who has their rights withdrawn and does not provide their own accommodation and/or travel in accordance with their roster, may have their employment terminated.</p> <p>(f) Employees must comply with the journey management plan requirements of any site.</p> <p>(g) Without limiting sub-clauses 20.7(d) and (f), to assist with management of fatigue, Non-Local and Commute Employees travelling to or from the Local Area to perform work may be required by the Company to:</p> <p>(i) travel on the day preceding the first shift and rest at designated Company provided accommodation, prior to commencing the first shift; and</p> <p>(ii) on completion of work on any roster, travel may include rest at designated Company provided accommodation during the period following the completion of the final shift before commencing commute travel.</p> <p>(h) Where any transport is provided by the Company, an Employee must travel on the scheduled transport that is allocated to the Employee. In circumstances where an Employee, for any reason other than a direction by the</p>		

Proposed Agreement	Port Agreement	Additional comments on differences
<p>Company, does not travel at the allocated time:</p> <ul style="list-style-type: none"> <li>(i) it will be the Employee's responsibility to provide an alternate means of transport at the Employee's cost and subject to journey management and fatigue management requirements; or</li> <li>(ii) where that is not possible, it may result in the Employee being ineligible to work that rostered shift and no payment will be provided for that shift.</li> </ul> <p>20.8 If a FIFO employee is at work and takes personal leave for the remainder of their rostered swing, the employee can access the first available seat on a charter flight to return home. Where a seat on a charter flight is not available, the Resource &amp; Logistics team will source the next available commercial flight subject to General Manager approval.</p>		
<p>21. <b>STAND ASIDE AND STAND DOWN</b></p> <p>21.1 Subject to clause 21.3, the Company can stand aside an Employee:</p> <ul style="list-style-type: none"> <li>(a) with or without pay for full or partial refusal of duty; or</li> <li>(b) with or without pay for neglect of duty; or</li> <li>(c) with or without pay for misconduct, while it is being investigated.</li> </ul> <p>21.2 If the Company stands aside an Employee without pay for neglect of duty or misconduct and the Company determines after an investigation that the Employee did not neglect their duty or did not engage in any misconduct (as the case may be), the Company will pay the Employee the full amount of remuneration they would have received in respect of the period for which they were stood aside.</p> <p>21.3 Subject to the NES:</p> <ul style="list-style-type: none"> <li>(a) An Employee stood aside under clause 21.1(c) is entitled to be paid their Minimum Annual Salary (or contractual annual salary if higher, in accordance with clause 7.4) for the period they are stood aside, provided the Employee:</li> </ul>	<p><i>There is no equivalent provision for stand aside, but there are stand down provisions in section 524 of the FW Act which would apply under the Port Agreement. Section 524 of the FW Act is as follows:</i></p> <p><b>524 Employer may stand down employees in certain circumstances</b></p> <p><i>(1) An employer may, under this subsection, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:</i></p> <ul style="list-style-type: none"> <li><i>(a) industrial action (other than industrial action organised or engaged in by the employer);</i></li> <li><i>(b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;</i></li> <li><i>(c) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.</i></li> </ul> <p><i>(2) However, an employer may not stand down an employee under subsection (1) during a period in which the employee cannot usefully be employed because of a circumstance referred to in that subsection if:</i></p> <ul style="list-style-type: none"> <li><i>(a) an enterprise agreement, or a contract of employment,</i></li> </ul>	<p>The Proposed Agreement contains additional rights for the Company which allow the Company to stand aside Employees with or without pay, in circumstances of full or partial refusal of duty, neglect of duty or misconduct. There are no equivalent rights in the Port Agreement.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>(i) remains ready, willing and able to perform work; and</p> <p>(ii) complies with all lawful and reasonable directions given by the Company during this period (including, for example, any direction to participate in the investigation into alleged misconduct).</p> <p>(b) If an Employee stood aside with pay under this clause fails to meet the requirements of sub-clause 21.3(a), the Employee is not entitled to be paid their Minimum Annual Salary (or contractual annual salary if higher, in accordance with clause 7.4) for the period that the Employee does not meet those requirements.</p> <p>(c) Night Shift Allowance is payable on stand aside with pay in accordance with clause 7.10 (if eligible).</p> <p>21.4 The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances:</p> <p>(a) industrial action;</p> <p>(b) a breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; or</p> <p>(c) an interruption to work for any cause for which the Company cannot reasonably be held responsible.</p> <p>21.5 Employees who have been stood down under the circumstances described in clause 21.4 above may request to take accrued annual or long service leave entitlements. Approval is at the Company's discretion.</p> <p>21.6 Any Employee stood down under clause 21.4 will continue to have their service recognised for the purposes of "continuous service."</p> <p>21.7 If an employee is stood down under this clause during their rostered swing, the Company will assist the employee to return home as soon as practicable once they are no longer required by the Company.</p>	<p><i>applies to the employer and the employee; and</i></p> <p><i>(b) the agreement or contract provides for the employer to stand down the employee during that period if the employee cannot usefully be employed during that period because of that circumstance.</i></p> <p><i>Note 1: If an employer may not stand down an employee under subsection (1), the employer may be able to stand down the employee in accordance with the enterprise agreement or the contract of employment.</i></p> <p><i>Note 2: An enterprise agreement or a contract of employment may also include terms that impose additional requirements that an employer must meet before standing down an employee (for example requirements relating to consultation or notice).</i></p> <p><i>(3) If an employer stands down an employee during a period under subsection (1), the employer is not required to make payments to the employee for that period.</i></p>	
22. <b>ISSUE RESOLUTION PROCEDURE</b>	<b>Clause 23 – Issue Resolution</b>	The Proposed Agreement allows arbitration by

Proposed Agreement		Port Agreement	Additional comments on differences
22.1	This clause sets out the process for resolving issues which relate to: (a) a matter arising under this Agreement; or (b) the NES.	This clause sets out the process for promptly and efficiently resolving questions, disputes or difficulties which may arise from time to time in the workplace.  Employees are entitled at any stage of this process to have in attendance a support person / representative to assist in the progression of the issue.	agreement, which is not a power given to the FWC in the Port Agreement. However, the Port Agreement dispute clause is not limited to matters arising under the Agreement and the NES, in contrast to the Proposed Agreement.
22.2	Where an issue under clause 22.1 arises which an Employee seeks to be resolved, the issue must first be referred for discussion between the Employee and their immediate Supervisor to attempt to resolve the issue.	(a) If an employee wishes to raise a matter, the employee should first discuss it with his or her direct supervisor. In the absence of the employee's direct supervisor or in cases where the employee does not feel comfortable raising the matter with his or her supervisor, the employee should raise the matter with the next level of supervision and / or Human Resources.	
22.3	If the issue remains unresolved, it may be referred for discussion between the Employee and the Employee's Superintendent.	(b) Where the matter remains unresolved, the employee may discuss the matter with his or her superintendent. In the absence of the employee's superintendent, the employee should raise the issue with the next level of supervision.	
22.4	If the issue is still not resolved, it may be referred for discussion between the Employee and the Employee's Departmental Manager.	(c) Where the matter remains unresolved, the employee may discuss the matter with his or her manager. In the absence of the employee's manager, the employee should raise the issue with the next level of supervision.	
22.5	Discussions in accordance with clauses 22.2, 22.3 and 22.4 will be held as soon as reasonably practicable.	(d) Where the matter remains unresolved, the employee may discuss the matter with his or her Head Of/ General Manager.	
22.6	By agreement, the Company and the Employee may bypass any of the steps in clauses 22.3 or 22.4 in the interests of speedy resolution of the issue.	(e) Where the matter remains unresolved and relates to the employee's dismissal, the employee may discuss the matter with the relevant Vice President.	
22.7	If the issue resolution processes in clauses 22.2, 22.3 and 22.4 have genuinely been exhausted (with the exception of the processes in clauses 22.3 or 22.4 if there was an agreement to bypass any of these steps), and the issue is still unable to be resolved at the workplace level, either party (or its representative) may refer the matter to the FWC for conciliation. If the matter remains unresolved, it can be referred to the FWC for arbitration by consent of both parties involved.	If, after following this issue resolution process and having made all reasonable attempts, a matter remains unresolved, the matter may be referred to Fair Work Australia for conciliation only.  An employee who is a party to an issue progressing through this issue resolution process must, while the issue is being resolved, continue to work in accordance with his or her contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety in which case the employee must comply	
22.8	Either the Employee or the Company may have a representative to assist at any stage of this process.		

Proposed Agreement	Port Agreement	Additional comments on differences
	with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.	
23. <b>INDIVIDUAL FLEXIBILITY</b>	<b>Clause 10 – Individual Flexibility</b>	The Individual Flexibility Term in the Proposed Agreement mirrors the current Model Term. If the Port Agreement applied, an Individual Flexibility Arrangement can cover broader matters than the Proposed Agreement.
23.1 The Company and any Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:  (a) the arrangement deals with 1 or more of the following matters:  (i) arrangements about when work is performed; (ii) overtime rates; (iii) penalty rates; (iv) allowances; (v) leave loading; and  (b) the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and  (c) the arrangement is genuinely agreed to by the Company and Employee.	The Company and individual employees may agree to make an individual flexibility arrangement (" <b>IFA</b> ") to vary the effect of the terms of this Agreement, in accordance with this clause and the <i>Fair Work Act 2009</i> (" <b>Fair Work Act</b> "), as amended from time to time.  To make an IFA, the following requirements must be met:  (a) the IFA deals with any term under this Agreement which confers rights or obligations on the employee;  (b) the IFA is made to meet the Company's and the employee's genuine needs in relation to one or more of the above matters; and  (c) the Company and the employee genuinely agree to the arrangement.  The Company will ensure that any IFA that is agreed to:  (a) is in writing; (b) identifies the names of both parties; (c) is signed by both parties (and if the employee is under 18, by a parent or guardian of the employee); (d) is about matters that would be permitted matters under section 172(1) of the Fair Work Act and does not contain any terms that would be unlawful terms under section 194 of the Fair Work Act; (e) includes the details of the terms of this Agreement whose effect will be varied by the arrangement, and how they will be varied; and (f) results in the employee being better off overall than the employee would have been if the IFA had not been entered into.	
23.2 The Company must ensure that the terms of the individual flexibility arrangement:  (a) are about permitted matters under section 172 of the FW Act; and  (b) are not unlawful terms under section 194 of the FW Act; and  (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.		
23.3 The Company must ensure that the terms of the individual flexibility arrangement:  (a) is in writing;  (b) includes the name of the Company and Employee; and  (c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a	The Company will provide the employee with a copy of the IFA within 14 days after it has been agreed.  The IFA can be terminated:  (a) by either the Company or the employee who has entered into the IFA giving not more than 28 days	

Proposed Agreement	Port Agreement	Additional comments on differences
<p>parent or guardian of the Employee; and</p> <p>(d) includes details of:</p> <ul style="list-style-type: none"> <li>(i) the terms of this Agreement that will be varied by the arrangement; and</li> <li>(ii) how the arrangement will vary the effect of the terms; and</li> <li>(iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and</li> </ul> <p>(e) states the day on which the arrangement commences.</p> <p>23.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p> <p>23.5 The Company or Employee may terminate the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>(a) by giving no more than 28 days written notice to the other party to the arrangement; or</li> <li>(b) if the Company and Employee agree in writing—at any time.</li> </ul>	<p>written notice to the other party; or</p> <p>(b) at any time if both parties agree in writing.</p>	
<p>24. <b>WORKPLACE DELEGATES RIGHTS</b></p> <p>24.1 This clause 24 provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.</p> <p>24.2 In this clause 24:</p> <ul style="list-style-type: none"> <li>(a) workplace delegate means an Employee who is a workplace delegate within the meaning of section 350C(1) of the FW Act;</li> <li>(b) delegate's organisation means the eEmployee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and</li> <li>(c) eligible Employees means members and persons eligible to be members of the delegate's organisation who are employed by the Company in the enterprise.</li> </ul>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement contains a clause about the rights and entitlements of workplace delegates.</p> <p>While the Port Agreement does not contain an equivalent provision, the FW Act contains rights and entitlements for workplace delegates which would apply.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>24.3 Before exercising entitlements under this clause, #, a workplace delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.</p>		
<p>24.4 An Employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.</p>		
<p>24.5 <b>Right of representation</b></p> <p>(a) A workplace delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:</p> <ul style="list-style-type: none"> <li>(i) consultation about major workplace change;</li> <li>(ii) consultation about changes to rosters or hours of work;</li> <li>(iii) resolution of disputes;</li> <li>(iv) disciplinary processes;</li> <li>(v) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and</li> <li>(vi) any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.</li> </ul>		
<p>24.6 <b>Entitlement to reasonable communication</b></p> <p>(a) A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under this clause #. This includes discussing membership of the delegate's organisation and representation with eligible Employees.</p> <p>(b) A workplace delegate may communicate with eligible Employees during working hours or work breaks, or</p>		



Proposed Agreement	Port Agreement	Additional comments on differences
<p>before or after work.</p> <p>24.7 <b>Entitlement to reasonable access to the workplace and workplace facilities</b></p> <p>(a) The Company must provide a workplace delegate with access to or use of the following workplace facilities:</p> <ul style="list-style-type: none"> <li>(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;</li> <li>(ii) a physical or electronic noticeboard;</li> <li>(iii) electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible employees and by Eligible employees to communicate with each other, including access to Wi-Fi;</li> <li>(iv) a lockable filing cabinet or other secure document storage area; and</li> <li>(v) office facilities and equipment including printers, scanners and photocopiers.</li> </ul> <p>(b) The Company is not required to provide access to or use of a workplace facility under this clause if:</p> <ul style="list-style-type: none"> <li>(i) the workplace does not have the facility;</li> <li>(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or</li> <li>(iii) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.</li> </ul>		
<p>24.8 <b>Entitlement to reasonable access to training</b></p> <p>(a) The Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following</p>		

Proposed Agreement	Port Agreement	Additional comments on differences
<p>conditions:</p> <ul style="list-style-type: none"> <li>(i) In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible Employees.</li> <li>(ii) The number of eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible Employees who are full-time or part-time employees.:</li> <li>(iii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training. For the avoidance of doubt, this includes Night Shift Allowance in accordance with clause 7.10 (if eligible).</li> <li>(iv) The workplace delegate must give the Company not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.</li> <li>(v) If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.</li> <li>(vi) The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.</li> <li>(vii) The workplace delegate must, within 7 days</li> </ul>		

Proposed Agreement	Port Agreement	Additional comments on differences
<p>after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.</p> <p>24.9 <b>Exercise of entitlements under clause 24</b></p> <p>(a) A workplace delegate's entitlements under this clause 24 are subject to the conditions that the workplace delegate must, when exercising those entitlements:</p> <p>(i) comply with their duties and obligations as an Employee;</p> <p>(ii) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;</p> <p>(iii) not hinder, obstruct or prevent the normal performance of work; and</p> <p>(iv) not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.</p> <p>(b) Clause 24 does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.</p> <p>(c) Clause 24 does not require an eligible Employee to be represented by a workplace delegate without the employee's agreement.</p>		
<p>25. <b>MANAGEMENT OF CHANGE / CONSULTATION</b></p> <p>25.1 The model consultation term prescribed in accordance with s 205(3) of the FW Act applies, as amended from time to time.</p>	<p><b>Clause 22 – Management of Change</b></p> <p>The Company recognises the importance of consultation with employees on matters that directly affect employees in their employment.</p> <p>The Company will consult with employees about any decisions taken by the Company that involve a major change which is likely to have a significant effect on jobs, the work performed or the way in which work is performed. An</p>	<p>The consultation clause in the Proposed Agreement incorporates the Model Term as contained in the FW Act and Regulations as amended from time to time.</p> <p>The Port Agreement includes a less detailed consultation clause.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
	employee may be represented by a person of their choice in any discussions held in accordance with this clause.	
<p>26. <b>EMPLOYEE RIGHT TO DISCONNECT</b></p> <p>26.1 This clause provides for the exercise of an employee's right to disconnect under section 333M of the FW Act.</p> <p>26.2 The Company must not directly or indirectly prevent an employee from exercising their right to disconnect under the FW Act.</p> <p>26.3 This clause does not prevent the Company from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer 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 notify them of a recall to work.</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement confirms the employee's right to disconnect under the FW Act.</p> <p>While the Port Agreement does not contain an equivalent provision, the rights under section 333M of the FW Act would apply.</p>
<p>27. <b>REDUNDANCY</b></p> <p>27.1 <b>Definition of redundancy</b></p> <p>(a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative:</p> <p>(i) because the Company no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or</p> <p>(ii) because of insolvency or bankruptcy of the Company.</p> <p>(b) This clause does not apply to Employees engaged for a fixed term or a specified task.</p> <p><b>Redundancy payment</b></p> <p>27.2 Except where clause 27.4 applies, when terminations of employment occur due to redundancy the Employees terminated are entitled to redundancy pay equal to the greater of:</p> <p>(a) the amount the Employee would be entitled to under the relevant modern award; or</p> <p>(b) for the term of this Agreement, the amount of</p>	<p><b>Clause 21 – Redundancy</b></p> <p>If an employee's position is made redundant and there is no similar suitable alternative employment within the Company or with another company within the BHP Billiton Group, the employee will be entitled to the benefits set out in the Staff Handbook (as amended from time to time) including:</p> <ul style="list-style-type: none"> <li>- 13 weeks pay in lieu of notice;</li> <li>- 8 weeks pay, plus 2 weeks pay for each year of completed continuous service.</li> </ul> <p>Payment will be made at the Total Salary rate.</p>	<p>The Proposed Agreement provides for redundancy payment that is the greater of:</p> <ul style="list-style-type: none"> <li>• the NES (between 4 and 16 weeks' pay);</li> <li>• for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement, (4 or 5 weeks, plus 14 weeks' severance and an additional 2.5 weeks for each year of service);</li> <li>• regardless of length of employment, four weeks' pay.</li> </ul> <p>If the Port Agreement applied, it provides for:</p> <ul style="list-style-type: none"> <li>• 13 weeks' pay in lieu of notice and not 4/5;</li> <li>• 8 weeks' pay and not 14 weeks';</li> <li>• plus 2 weeks' pay for each year of completed continuous service (not 2.5 weeks).</li> </ul>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>redundancy pay payable under the BHP Redundancy Termination Australia Policy, as amended from time to time.</p> <p>27.3 The entitlements under clause 27.2 will not be less than:</p> <ul style="list-style-type: none"> <li>(a) the NES;</li> <li>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement;</li> <li>(c) regardless of length of employment, four weeks' pay.</li> </ul> <p>27.4 Night Shift Allowance is included in redundancy pay in accordance with clause 7.10 (if eligible).</p> <p>27.5 <b>Exemption</b></p> <p>Subject to the NES, the Company is not liable for any payment in clause 27.2 if the Company would not have been required to make a payment of redundancy pay to the Employee under the relevant modern award from time to time.</p> <p>27.6 <b>Variation of redundancy pay</b></p> <p>Despite anything in this clause, the Company may make application to the FWC to be granted relief from the obligation to make a payment pursuant to clause 27.</p>		
<p>28. <b>TERMINATION OF EMPLOYMENT</b></p> <p>28.1 An Employee may resign from their employment with the Company by giving one week's written notice to the Company.</p> <p>28.2 Subject to clause 28.3, the Company may terminate the employment of a Full Time or Part Time Employee by giving the Employee four weeks' written notice or by payment by the Company in lieu of all or part of that notice. If an Employee is paid in lieu of notice of termination, payment will be at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on payment in lieu of notice of termination in accordance with clause 7.10 (if eligible).</p> <p>28.3 The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of probation will begin on the commencement of employment and will continue for a period of up to 6 months continuous service. During the period of probation, the Company may terminate</p>	<p><b>Clause 20 – Termination of employment</b></p> <p>Subject to any greater notice period required to be given pursuant to the Fair Work Act, an employee's employment may be terminated by either party giving 4 weeks notice in writing, or by payment by the Company in lieu of notice, or the forfeiture by the employee of 4 weeks salary in lieu of notice, as the case may be.</p> <p>In the case of serious misconduct, the Company may terminate an employee's employment immediately and in such circumstances payment shall be made up until the time of dismissal only.</p>	<p>Under the Proposed Agreement an Employee may resign by giving one week of written notice to the Company.</p> <p>If the Port Agreement applied, the Employee must provide 4 weeks' written notice.</p>

Proposed Agreement	Port Agreement	Additional comments on differences
<p>the Employee's employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice.</p> <p>28.4 The period of notice to be given by the Company to Full Time or Part Time Employees under clause 28.2 shall increase by one week if the Employee is over 45 years old and has completed more than two years continuous service with the Company.</p> <p>28.5 The Company may dismiss an Employee without notice for any serious misconduct and in such case, the Employee's remuneration shall be payable only up to the time of dismissal.</p>		
<p>29. <b>NO FURTHER CLAIMS</b></p> <p>This Agreement is a comprehensive and full settlement of all Employee enterprise bargaining claims for the duration of this Agreement unless otherwise permitted by the FW Act.</p>	<p><b>Clause 24 – Comprehensive Agreement – No further claims</b></p> <p>This Agreement is intended as a comprehensive statement of the mutual rights and obligations between the parties during the term of the Agreement. It excludes any industrial instrument that might otherwise apply.</p> <p>No claims or bargaining in respect of any industrial matters, regardless of whether they are or are not a subject of this Agreement, shall take place during the term of this Agreement, unless otherwise permitted by the Fair Work Act.</p>	<p>Both Agreements includes a provision around Employees not bringing further claims against the Company during the term of the Agreement.</p>
<p><b>APPENDIX 1 – MINIMUM ANNUAL SALARIES BY ROSTER, HUB AND CLASSIFICATION</b></p> <p><i>These rates are not reproduced in this table but can be reviewed in the copy of the Proposed Agreement made available to you. The remuneration structures under the Proposed Agreement and the Port Agreement are discussed in relation to clause 7 of the Proposed Agreement above. More information about how the Proposed Agreement operates and compares to the relevant Awards is included in the other explanatory material provided to you</i></p>		
<p><b>APPENDIX 2 – ALLOWANCES</b></p> <p><i>These rates are not reproduced in this table but can be reviewed in the copy of the Proposed Agreement made available to you. The remuneration structures under the Proposed Agreement and the Port Agreement are discussed in relation to clause 7 of the Proposed Agreement above. More information about how the Proposed Agreement operates and compares to the relevant Awards is included</i></p>		

Proposed Agreement	Port Agreement	Additional comments on differences
<i>in the other explanatory material provided to you.</i>		
<i>No equivalent provision.</i>	<p><b>18 Drug and alcohol testing</b></p> <p>It is Company policy to provide a workplace free from hazards, particularly those associated with drugs and alcohol. To ensure that employees do not come to work and are not at work under the influence of drugs or alcohol which will inhibit them from performing their duties in a safe manner and endangering themselves and others, testing programs including random testing will be carried out.</p> <p>All employees are required to participate in these testing programs and otherwise comply with the Company's fitness for work policies.</p>	There is no equivalent provision in the Proposed Agreement.
<i>No equivalent provision.</i>	<p><b>19 Personal protective equipment</b></p> <p>Long sleeved shirts and long pants are compulsory for employees. Four sets of work clothing and two sets of safety footwear will be provided to each employee each year. Other personal protective equipment as required for the employee's position will also be provided. Equipment lost or damaged through negligence is the responsibility of the individual.</p>	There is no equivalent provision in the Proposed Agreement.