

## Comparison of the Proposed Agreement and *WesTrac Pty Ltd Western Australian Service Operations Enterprise Agreement 2019*

### Purpose

The table below summarises and explains the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) as compared with the *WesTrac Pty Ltd Western Australian Service Operations Enterprise Agreement 2019* (**WesTrac Agreement**). The table below is intended to assist in understanding how the conditions contained in the WesTrac Agreement compare to those in the Proposed 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	WesTrac Agreement	Additional comments on differences
<b>1. TITLE</b> This agreement will be known as the <i>Operations Services Maintenance Agreement</i> ("Agreement").	<b>1. TITLE</b> This Agreement shall be known as the WesTrac Pty Ltd (Western Australian Service Operations) Enterprise Agreement 2019	
<b>2. COVERAGE</b> 2.1 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>4. PARTIES BOUND AND APPLICATION</b> a) This Agreement shall be binding on: I. the Employer and Employees; and II. the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union ("AFMEPKIU") and its officers employees and members, where it applies to the Fair Work Commission to be covered by the agreement. [...] <b>Employees</b> means Employees of the Employer employed in Western Australia who: a) are covered by the classifications contained in Appendix A-Classification Structure and Base Rates of Pay; and b) are employed within the Western Australian Service Operations of the Employer. <b>Employer</b> means WesTrac Pty Ltd (ACN 009 342 572).	The Proposed Agreement only covers maintenance employees. The WesTrac Agreement covers a broader range of classifications.
<b>3. 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.	<b>4. PARTIES BOUND AND APPLICATION</b> [...] b) This Agreement operates to the exclusion of any Modern Award which may otherwise cover the Employer and its Employees. c) This Agreement regulates all terms and conditions of employment and operates to the exclusion of any prior Enterprise Agreement which previously covered the Employer and its Employees <b>19. WORKPLACE POLICY AND PROCEDURE</b>	The Proposed Agreement includes a NES precedence clause. If the WesTrac Agreement applied, it does not contain a NES precedence term, however the NES still provides the minimum for employees covered by the WesTrac Agreement. The Proposed Agreement incorporates specified policies

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<p>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.</p>	<p>a) All Employees are required to adhere to the Employers policies and procedures, as implemented by the Employer.</p> <p>b) The Employer reserves the right to make alterations to policy and procedures to meet the requirements of the business.</p> <p>Where a change in policy or procedure is likely to have a significant impact on an Employee or group of Employees, the steps outlined in clause 17 must be adhered to.</p> <p>c) The Employers policies and procedures can be located on the intranet through the Document Management System, located on the home page of the intranet.</p> <p>d) Employer policies and procedures are not incorporated into the Agreement.</p>	<p>although some are only incorporated for the term of the Agreement (this is discussed further where relevant to particular clauses of the Proposed Agreement). The WesTrac Agreement does incorporate policies into the agreement, but provides that in some circumstances consultation about changes to policies must occur.</p>
<p><b>4. 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 (“<b>FWC</b>”).</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>5. COMMENCEMENT AND DURATION OF AGREEMENT</b></p> <p>a) The Agreement will come into operation in the first full pay period commencing on or after 7 days have elapsed from the date this Agreement is approved by the Fair Work Commission.</p> <p>b) The Agreement will nominally expire 01 April 2022.</p> <p>c) The parties will make reasonable efforts to commence negotiations for a replacement agreement six months before the expiry of this Agreement.</p> <p>d) The terms and conditions contained within the Agreement will continue to operate after the nominal expiry date until such time as the Agreement is terminated, varied by agreement or replaced in accordance with the provisions of the FW Act.</p> <p>e) Employees nominated to participate in the negotiation of a replacement Agreement will be provided sufficient time to access the Employees they represent, prior to any negotiation meeting, to prepare for agenda items. Following the meeting they will also be provided with appropriate time to report back, where necessary, on issues discussed. The time provided to the Employee representative must be reasonable when taking into consideration the operational requirements of the Employer.</p>	<p>The nominal term of the WesTrac Agreement has passed the nominal expiry date. If the Proposed Agreement is approved by the FWC, it will replace the WesTrac Agreement and the WesTrac Agreement will not apply.</p>
<p><b>5. TYPE OF EMPLOYMENT</b></p>	<p><b>10. TYPES OF EMPLOYMENT</b></p>	<p>The Proposed Agreement does</p>

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<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 Black Coal Mining Industry Award 2020 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 Black Coal Mining Industry Award 2020 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>(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><b>10.1. Full-time Employment</b></p> <p>a) A full-time Employee is one who is engaged to work no less than an average of 38 ordinary weekly hours.</p> <p><b>10.2. Part-time Employment</b></p> <p>a) A part-time Employee is one who:</p> <p>I. works less than the full-time hours of an average of 38 ordinary weekly hours;</p> <p>II. has reasonably predictable hours of work; and</p> <p>III. receives on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered under this Agreement.</p> <p>b) At the time of being employed, the employer and the regular part-time employee will agree in writing on the following:</p> <p>I. the hours worked each day;</p> <p>II. which days of the week the employee will work; III. the actual starting and finishing times each day;</p> <p>IV. that any variation must be in writing; and</p> <p>V. the duration of meal breaks.</p> <p><b>10.3. Casual Employment</b></p> <p>a) A casual Employee is one who:</p> <p>I. is engaged in writing and paid as such;</p> <p>II. receives the appropriate Base Hourly Rate of Pay plus a 25.00% casual loading, in lieu of entitlements normally provided to a permanent Employee, such as access to paid leave.</p> <p>b) An Employee engaged as a casual on a continuous basis, on a consistent roster pattern, for six months is entitled to request that they be provided a full-time or part-time offer of employment dependant on the continuous roster pattern worked).</p> <p>c) Any continuous period of service served as a casual Employee will be</p>	<p>not include casual employment.</p> <p>The Proposed Agreement provides for a weekly average of 38 ordinary hours averaged over a 6- month period (or 35 hours ordinary averaged over a roster cycle in the case of Coal Employees). If the WesTrac Agreement applied it provides for 38 ordinary weekly hours for a full-time employee averaged over the roster cycle.</p> <p>The Proposed Agreement has specific provisions for fixed term or specified task engagements. The WesTrac Agreement does not.</p>

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<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>counted towards the length of the Employees probationary period, should they transfer to a part-time or full- time employment arrangement.</p> <p>d) There is no intention from the Employer to engage multiple casual Employees in what would otherwise be considered a part-time or full-time position, in an effort to avoid the requirements of 10.3.b.</p> <p><b>10.4. Apprentices</b></p> <p>a) The Agreement will apply to apprentices subject to the provisions of the applicable contract of apprenticeship or training agreement operating under Federal, State or Territory apprenticeship or training legislation.</p> <p>b) Apprentices in their 1st year and 2nd year shall take Annual Leave as directed by the Employer in line with operational requirements. Applications for Annual Leave submitted outside of these periods will still be considered.</p>	
<p><b>6. 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><b>18. EMPLOYEE DUTIES</b></p> <p>a) The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the employee is competent to use such tools and equipment and provided that any such direction is not inconsistent with the Employer's responsibility to provide a safe and healthy working environment.</p> <p>b) Unless reasonably refused by the Employee, the Employer may require the Employee to undertake training aimed at maintaining, enhancing or broadening their work skills and work performance.</p> <p>c) During the Employment, Employees are required to:</p> <p>I. devote the whole of their time, attention and skills, during hours at work, to the performance of their duties;</p> <p>II. perform their duties to the standard required by the Employer;</p> <p>III. work in a safe manner at all times and take all necessary steps to reduce the risk of harm to themselves, others and the environment;</p> <p>IV. act honestly, faithfully, and diligently in the performance of their duties;</p> <p>V. comply with any and all lawful and reasonable directions given by the Employer or its delegates;</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)</p>

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<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 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>VI. comply with the policies and procedures set out in written directions or such other documents issued or notified to the Employee by the Employer (as amended, replaced or updated). The Employer shall endeavour to advise Employees of significant changes made to Employer policies and procedures. Copies of all Employer policies and procedures can be obtained from Human Resources or on the Employers Document Management System (DMS);</p> <p>VII. present for work in a professional and businesslike manner and, where required, in the uniform provided by the Employer;</p> <p>VIII. properly wear and use all personal protective equipment and protective clothing provided by the Employer while performing their duties;</p> <p>IX. apply the highest standards of integrity and confidentiality to ensure the Employer's business and activities are properly protected;</p> <p>X. allow the Employer or its delegate on reasonable grounds, to inspect any bag, container, vehicle or personal property that the Employee brings onto the Employer's premises;</p> <p>XI. advise the Employer if they lose or have restrictions imposed on their driver's license;</p> <p>XII. provide, at the Employer's request, a suitable record of their driving history from the applicable government authority at least once every two years. Any such request made by the Employer shall be at the Employer's expense;</p> <p>XIII. provide information to the Employer should a breach of safety, integrity or good faith, or misconduct, be observed or be known in relation to another Employee, contractor, supplier or agent acting for the Employer;</p> <p>XIV. take any other medical tests or examinations that the Employer may reasonably require, and authorise the examining doctor to release to the Employer the results of the test or examination. Any such request made by the Employer shall be at the Employer's expense;</p> <p>XV. inform their supervisor of any prescribed medication that they are required to take that may affect their performance or conduct</p> <p>XVI. not bring any alcoholic beverages or illicit drugs to work;</p>	<p>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> <p>The WesTrac Agreement does not have any similar provisions, although it provides for payment of location allowance and transfer at the direction of the employer in some circumstances under clause 23.</p>

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	<p>XVII. not attend work with alcohol or illicit drugs in the system (in excess of Australian Standards) as per Employer policy;</p> <p>XVIII. undertake technical and all other training as directed, unless reasonably refused by the employee;</p> <p>XIX. act in the best interests of the Employer and not do anything to damage the reputation of the Employer or bring the Employer into disrepute: and</p> <p>XX. not, in any capacity, engage in, be concerned with or have a financial interest in any activity that:</p> <ul style="list-style-type: none"> <li>i. competes with, conflicts with, or detracts from, the Employer's business or the business of any Group Company; or</li> <li>ii. interferes with the proper performance of their duties, without the prior written authorisation from the General Manager - Human Resources,</li> </ul> <p><b>56. ABSENCE FROM WORK</b></p> <p>a) The Employer shall be under no obligation to pay for any day not worked upon which the Employee is required to present for duty, except for authorised absences from work for which the Employee has an entitlement to be paid pursuant to this Agreement, or beyond the control of the employee which will be assessed by the Employer on a case by case basis</p>	
<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>14. PERFORMANCE REVIEW</b></p> <p>a) All Employees will receive an annual performance review, at a time determined by the Employer for all Employees covered under the Agreement.</p> <p>b) The performance review will be an evaluation of each Employee's performance, skills and competencies attained and the utilisation of those skills and competencies.</p> <ul style="list-style-type: none"> <li>I. The performance review assessment will be undertaken with the use of a performance review tool. <ul style="list-style-type: none"> <li>i. From time to time the performance review tool may require altering. The Employer reserves the right to alter this tool following</li> </ul> </li> </ul>	<p>As noted above, the classifications in the WesTrac Agreement are not restricted to maintenance work.</p> <p>Grandfathered provisions relating to wages and classification for Wages employees are appended to the WesTrac Agreement. Please refer to these provisions at the end of this table</p>

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<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 Fitters:</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 Fitters</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 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>	<p>consultation with the Employee group, through the Steering Committee.</p> <p>c) A determination will be made as a result of the performance review as to the classification level as to which an Employee shall be covered.</p> <p>I. The performance review may or may not result in an increase in classification level.</p> <p>II. An Employee may only be eligible for one classification level increase within a 12-month period, unless otherwise approved by the General Manager. An Employee may not be reclassified to a lower level unless mutually agreed.</p> <p>III. Where an Employee disputes their performance review outcome, they may follow the dispute resolution procedure outlined within the Agreement.</p>													
	<p><i>[Note: only maintenance classifications are reproduced]</i></p> <p><b>Appendix A - Classification Structure and Base Rates of Pay</b></p> <p><b>68. CLASSIFICATION STRUCTURE AND BASE RATES OF PAY</b></p> <p>a) The classification structure and associated Base Rates of Pay for Employees are outlined below:</p> <table><tr><td>Classification</td><td>Classification level</td><td>Base Hourly Rate</td><td>Base Hourly Rate of Pay at</td><td>Base Hourly Rate of Pay at</td><td>Base Hourly Rate of Pay at</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Classification	Classification level	Base Hourly Rate	Base Hourly Rate of Pay at	Base Hourly Rate of Pay at	Base Hourly Rate of Pay at							
Classification	Classification level	Base Hourly Rate	Base Hourly Rate of Pay at	Base Hourly Rate of Pay at	Base Hourly Rate of Pay at									



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Proposed Agreement	WesTrac Agreement					Additional comments on differences
			of Pay under Previous Agreement	commencement at January Agreement 2020	at January 2021	
	Apprentice Tradesperson	1st year	\$14.44	\$15.40	\$15.86	\$16.34
		2nd year	\$18.91	\$19.48	\$20.06	\$20.66
		3rd Year	\$25.80	\$26.57	\$27.37	\$28.19
		4th Year	\$30.27	\$31.18	\$32.11	\$33.08
	Mature Age Apprentice Tradesperson	1st and 2nd Year	\$23.26	\$23.96	\$24.68	\$25.42
			\$25.80	\$26.57	\$27.37	\$28.19
		3rd Year	\$30.27	\$31.18	\$32.11	\$33.08
		4th Year				
	Trainee	Year 1, under 21	\$19.00	\$20.50	\$21.12	\$21.75
		Year 1, > 21, n mechanical or automotive experience	\$22.10	\$22.76	\$23.45	\$24.15
		Year 1, > 21, trade experience in mechanical or automotive field	\$23.94	\$24.66	\$25.40	\$26.16
		Year 1, > 21, holds trade papers in mechanical or parallel industry	\$25.77	\$26.54	\$27.34	\$28.16
		Year 2, under 21	\$20.14	\$21.00	\$21.63	\$22.28
			\$24.97	\$25.72	\$26.49	\$27.29
	Year 2, > 21	\$27.04	\$27.85	\$28.49	\$29.55	
	Year 2, > 21	\$29.11	\$29.98	\$30.88	\$31.81	
	Year 2, > 21					

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	Graduate trainee	Base	\$34.39	\$35.42	\$36.48	\$37.58	
		Step 1	\$36.13	\$37.21	\$38.33	\$39.48	
		Step 2	\$37.01	\$38.12	\$39.26	\$40.44	
		Step 3	\$37.90	\$39.04	\$40.21	\$41.41	
		Step 4	\$38.78	\$39.04	\$41.14	\$42.38	
		Step 5	\$39.66	\$40.85	\$42.08	\$43.34	
	Crane Driver	Step 1	\$32.31	\$33.28	\$34.28	\$35.31	
		Step 2	\$33.54	\$34.55	\$25.58	\$36.65	
		Step 3	\$34.77	\$35.81	\$36.89	\$37.99	
		Step 4	\$35.99	\$37.07	\$38.18	\$39.33	
		Step 5	\$37.20	\$38.32	\$39.47	\$40.65	
		Step 6	\$38.43	\$39.58	\$40.77	\$41.99	
	Qualified tradesperson:	Base	\$34.39	\$35.42	\$36.48	\$37.58	
	Plant Mechanic,	Step 2	\$37.01	\$38.12	\$39.26	\$40.44	
	Fitter Machinist, First	Step 3	\$37.90	\$39.04	\$40.21	\$41.41	
	Class Machinist,	Step 4	\$38.78	\$39.94	\$41.14	\$42.38	
	Automotive Electrician,	Step 5	\$39.66	\$40.85	\$42.08	\$43.34	
	HV	Step 6	\$40.54	\$41.76	\$43.01	\$44.30	
	Electrician, Product	Step 7	\$41.42	\$42.66	\$43.94	\$45.26	
	Support Adviser, and	Step 8	\$42.31	\$43.58	\$44.89	\$46.23	
	Boilermaker Welder etc	Step 9	\$43.18	\$44.48	\$45.81	\$47.18	
		Step 10	\$43.91	\$45.23	\$46.58	\$47.98	
	Service Person,	Step 1	\$27.36	\$28.18	\$29.03	\$29.90	
	Calibrations Officer,	Step 2	\$29.70	\$30.59	\$31.51	\$32.45	
	Track Press Operator,	Step 3	\$31.31	\$32.25	\$33.22	\$34.21	
	HVOF	Step 4	\$32.90	\$33.89	\$34.90	\$35.95	
	Operator, Forklift and	Step 5	\$34.51	\$35.55	\$36.61	\$37.71	
	Truck Driver, Trade	Step 6	\$36.12	\$37.20	\$38.32	\$39.47	
	AssistanceAssistance,	Step 7	\$38.78	\$39.94	\$41.14	\$42.38	
	Maintenance, Toolstone						
	Person an NDT						

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	Technicians	
<p><b>7. 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>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.</p> <p>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.</p> <p>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</p>	<p><b>12. CLASSIFICATION STRUCTURE AND BASE RATES OF PAY</b></p> <p>a) The Classification Structure and Base Hourly Rates of Pay associated to various positions covered by the Agreement are outlined in Appendix A - Classification Structure and Base Rates of Pay.</p> <p>b) At the commencement of the Agreement the Base Hourly Rates of Pay an Employee received under the Previous Agreement will increase by 3.00%. These changes are reflected in the Base Rates of Pay at Commencement of Agreement column within Appendix A- Classification Structure and Base Rates of Pay.</p> <p>I. Base Hourly Rates of Pay will increase by 3.00% as of the first full pay period after 01 January 2020. This increase is outlined within Appendix A- Classification Structure and Base Rates of Pay. In the event that the Agreement commences after 01 January 2020 this increase will be applied at the commencement of the Agreement.</p> <p>II. Base Hourly Rates of Pay will increase by 3.00% as of the first full pay period after 01 January 2021. This increase is outlined within Appendix A- Classification Structure and Base Rates of Pay</p> <p><b>49. SHIFT WORK</b></p> <p>a) Where an Employees Standard Roster requires that they work:</p> <p>I. An afternoon shift they will be eligible to receive a 20.00% shift penalty loading applied to the Employees Ordinary Hourly Rate of Pay for all hours worked during that shift.</p> <p>II. A night shift they will be eligible to receive a 25.00% shift penalty loading applied to the Employees Ordinary Hourly Rate of Pay for all hours worked during that shift.</p> <p>b) The relevant shift loading is dependent on the Employees Standard Roster meeting the criteria of 49.f.II or 49.f.111, and does not take into account hours worked in addition to that Standard Roster.</p> <p>c) Where an Employee is temporarily requested to work a shift other than the shift they are rostered to work, as part of their Standard Roster, they will</p>	<p>Under the Proposed Agreement, the Minimum Annual Salaries is 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 Proposed Agreement provides for 4% minimum salary increases during the nominal term of the Agreement on the dates stated in clause 7.6(a), being 1 September 2025, 1 September 2026, 1 September 2027 and 1 September 2028.</p> <p>The WesTrac Agreement provides for base hourly rates in Appendix A to the Agreement, and also provides a range of shift penalties,</p>

Proposed Agreement		WesTrac Agreement		Additional comments on differences												
7.6	<p>roster and in operation immediately prior to commencement of this Agreement.</p> <p>During the life of this Agreement:</p> <p>(a) the Minimum Annual Salaries in Appendix 1 will increase by 4% on 1 September of the following years (payable from the first pay period on or after 1 September) in line with the Company’s annual reward review:</p> <p>(i) 1 September 2025;</p> <p>(ii) 1 September 2026;</p> <p>(iii) 1 September 2027;</p> <p>(iv) 1 September 2028.</p> <p>(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 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; and</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>receive the higher applicable shift penalty, i.e.:</p> <p>I. where an employee is rostered to work a night shift and is requested to work an afternoon or day shift they shall receive the night shift allowance for the hours worked during that shift.</p> <p>II. where an Employee is rostered to work a day shift and is required to work an afternoon or night shift they will receive the applicable shift penalty rate for the hours worked during that shift.</p> <p>d) Shift penalty rates do not apply where the Employee is absent from work for any reason.</p> <p>e) Employees who at the commencement of the Agreement receive a 15% built in shift penalty rate paid on all hours, will continue to receive that rate. Where the Employee changes location of work or no longer works a roster, which includes an even time shift roster, their eligibility to receive the 15% shift penalty rate will be effected.</p> <p>f) For the purposes of this clause:</p> <p>I. Day Shift means a shift, which forms part of the Employees Standard Roster, commencing after 05:00am and finishing prior to 07:30pm</p> <p>II. Afternoon shift means a shift, which forms part of the Employees Standard Roster, finishing after 07:30pm and at or prior to midnight.</p> <p>III. Night shift means a shift, which forms part of the Employees Standard Roster, commencing after noon and finishing after midnight.</p> <p><i>[Note: only maintenance classifications are reproduced]</i></p> <p><b>Appendix A - Classification Structure and Base Rates of Pay</b></p> <p><b>68. CLASSIFICATION STRUCTURE AND BASE RATES OF PAY</b></p> <p>a) The classification structure and associated Base Rates of Pay for Employees are outlined below:</p> <table><tr><td>Classification</td><td>Classification level</td><td>Base Hourly Rate of Pay under</td><td>Base Hourly Rate of Pay at commencement of Agreement</td><td>Base Hourly Rate of Pay at 1 January 2020</td><td>Base Hourly Rate of Pay at 1 January 2021</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>		Classification	Classification level	Base Hourly Rate of Pay under	Base Hourly Rate of Pay at commencement of Agreement	Base Hourly Rate of Pay at 1 January 2020	Base Hourly Rate of Pay at 1 January 2021							<p>overtime and allowance payments that are discussed separately in this comparison table. The WesTrac Agreement provides for 3% increases on 1 January 2020 and 1 January 2021.</p> <p>Grandfathered provisions relating to wages and classifications for Wages employees are appended to the WesTrac Agreement. Please refer to these provisions at the end of this table.</p>
Classification	Classification level	Base Hourly Rate of Pay under	Base Hourly Rate of Pay at commencement of Agreement	Base Hourly Rate of Pay at 1 January 2020	Base Hourly Rate of Pay at 1 January 2021											
7.7	Employees may be provided with greater percentage increases at the Company’s discretion.															
7.8	<b>Remuneration for rosters introduced during the term of</b>															

Proposed Agreement		WesTrac Agreement					Additional comments on differences	
<b>the Agreement</b>		Previous Agreement						
(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:		Apprentice Tradesperson	1st year	\$14.44	\$15.40	\$15.86	\$16.34	
			2nd year	\$18.91	\$19.48	\$20.06	\$20.66	
(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:			3rd Year	\$25.80	\$26.57	\$27.37	\$28.19	
			4th Year	\$30.27	\$31.18	\$32.11	\$33.08	
<b>Employee type</b>	<b>Minimum Hourly Roster Rate for calculation of Minimum Annual Salary for new rosters</b>	Mature Age Apprentice Tradesperson	1st and 2nd Year	\$23.26	\$23.96	\$24.68	\$25.42	
				\$25.80	\$26.57	\$27.37	\$28.19	
			3rd Year	\$30.27	\$31.18	\$32.11	\$33.08	
			4th Year					
		Trainee	Year 1, under 21	\$19.00	\$20.50	\$21.12	\$21.75	
				\$22.10	\$22.76	\$23.45	\$24.15	
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		Year 1, > 21, n mechanical or automotive experience					
			Year 1, > 21, trade experience in mechanical or automotive field	\$23.94	\$24.66	\$25.40	\$26.16	
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		Year 1, > 21, holds trade papers in mechanical or parallel industr	\$25.77	\$26.54	\$27.34	\$28.16	
			Year 2, under 21	\$20.14	\$21.00	\$21.63	\$22.28	
				\$24.97	\$25.72	\$26.49	\$27.29	
			Year 2, > 21	\$27.04	\$27.85	\$28.49	\$29.55	
			Year 2, > 21	\$29.11	\$29.98	\$30.88	\$31.81	
Any Employee to whom the Mining Industry Award would have	The Minimum Hourly Roster Rate in Appendix 1 for the South Australia		Year 2, > 21					
		Graduate trainee	Base	\$34.39	\$35.42	\$36.48	\$37.58	

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And	applied but for the operation of this Agreement and who is employed in the SA Hub		hub – 7 Days on, 7 Days off (12.5-hour shifts) – by relevant classification and year							

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<p>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> <p>7.9 Allowances</p> <p>(a) Allowances are provided for in the following sections of this Agreement:</p> <p>(i) clause 7.10 (Night Shift Allowance)</p> <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>7.10 Night Shift Allowance</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 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</p>	<p><b>49. Shift Work</b></p> <p>a) Where an Employees Standard Roster requires that they work:</p> <ol style="list-style-type: none"> <li>I. An afternoon shift they will be eligible to receive a 20.00% shift penalty loading applied to the Employees Ordinary Hourly Rate of Pay for all hours worked during that shift.</li> <li>II. A night shift they will be eligible to receive a 25.00% shift penalty loading applied to the Employees Ordinary Hourly Rate of Pay for all hours worked during that shift.</li> </ol> <p>b) The relevant shift loading is dependent on the Employees Standard Roster meeting the criteria of 49.f.II or 49.f.III, and does not take into account hours worked in addition to that Standard Roster.</p> <p>c) Where an Employee is temporarily requested to work a shift other than the shift they are rostered to work, as part of their Standard Roster, they will receive the higher applicable shift penalty, i.e.:</p> <ol style="list-style-type: none"> <li>I. where an employee is rostered to work a night shift and is requested to work an afternoon or day shift they shall receive the night shift allowance for the hours worked during that shift.</li> <li>II. where an Employee is rostered to work a day shift and is required to</li> </ol>	<p>Both the Proposed Agreement and the WesTrac Agreement provide for compensation when an employee works night shift.</p> <p>Under the MMPL Agreement, employees receive a night shift loading of 25% of the ordinary rate of pay when performing night shift. Under the Proposed Agreement, employees receive 3% of the Minimum Annual Salary when performing a roster that includes night shift.</p>

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<p>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>work an afternoon or night shift they will receive the applicable shift penalty rate for the hours worked during that shift.</p> <p>d) Shift penalty rates do not apply where the Employee is absent from work for any reason.</p> <p>e) Employees who at the commencement of the Agreement receive a 15% built in shift penalty rate paid on all hours, will continue to receive that rate. Where the Employee changes location of work or no longer works a roster, which includes an even time shift roster, their eligibility to receive the 15% shift penalty rate will be effected.</p> <p>f) For the purposes of this clause:</p> <p>I. <b>Day Shift</b> means a shift, which forms part of the Employees Standard Roster, commencing after 05:00am and finishing prior to 07:30pm</p> <p>II. <b>Afternoon shift</b> means a shift, which forms part of the Employees Standard Roster, finishing after 07:30pm and at or prior to midnight.</p> <p>III. <b>Night shift</b> means a shift, which forms part of the Employees Standard Roster, commencing after noon and finishing after midnight.</p>	
<p>7.11 <b>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 unrostered overtime; and</p> <p>(ii) on public holidays, at triple the Minimum 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</p>	<p><b>48.1. Full Time Employees</b></p> <p>a) Where a full-time Employee works outside of their Standard Roster and meets the requirement of clause 48.1.b, or 48.1.c the Employee will be eligible to receive an additional 50.00% overtime penalty loading (time and a half) applied to their Ordinary Hourly Rate of Pay.</p> <p>b) The average hours of the Employee's Standard Roster, plus the additional hours worked outside of an Employees Standard Roster, must exceed 50 hours in a week before the overtime penalty rate is eligible to be paid on a rostered day. Examples of overtime application are provided below:</p> <p>I. An Employee engaged on a 7 days on, 7 days off roster, working 12 hours per shift:</p> <p>i. averages 42 hours per week as part of the Employees Standard Roster; and</p> <p>ii. will receive overtime on a rostered day once they have worked 8 hours outside of their Standard Roster in any given week.</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. Rostered overtime is factored into the Minimum Annual Salary. Under the WesTrac Agreement, overtime is generally paid at time and a half.</p> <p>Under the Proposed Agreement, a 10 hour break between shifts must be arranged where un-rostered</p>



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<p>hours break between work on successive shifts.</p> <p>7.13 In calculating overtime, each shift is to be treated separately.</p>	<p>II. An Employee engaged on a 2 weeks on, 1 week off roster, working 12 hours per shift:</p> <ul style="list-style-type: none"> <li>i. averages 56 hours per week as part of the Employees Standard Roster; and</li> <li>ii. will receive overtime on a rostered day once they work outside of their Standard Roster in any given week (as the average hours exceeds 50).</li> </ul> <p>c) Where an employee works an additional day outside of their Standard Roster they are eligible to receive the overtime penalty rate for all hours worked on that additional day. The Additional Hours Roster that an Employee may be required to work is treated as an additional day worked for the purposes of this clause.</p> <p><b>48.2. Part-time and Casual Employees</b></p> <p>a) Where a Part-time or Casual Employee works outside of their agreed Standard Roster they will be eligible to receive an additional 50% overtime penalty loading (time and a half) applied to their Ordinary Hourly Rate of Pay.</p> <p><b>48.3. Absence from work and overtime</b></p> <p>a) Where an Employee takes any type of authorised paid absence from work, those hours will be treated as if worked for the purposes of 48.1 and 48.2.</p> <ul style="list-style-type: none"> <li>I. Authorised absence types include paid annual leave, paid personal leave, long service leave, paid community services leave, paid rest leave, Time in Lieu, RDO leave and paid compassionate leave.</li> <li>II. Where an Employee, who does not receive a Public Holiday allowance, is entitled to a day off on an observed Public Holiday in line with this Agreement, those hours shall be deemed an authorised paid absence from work.</li> </ul> <p><b>64. REST ABSENCE</b></p> <p>a) At times Employees may be asked to undertake work (due to call out, substitution of shift, etc.) where the requirement to take a 10-hour rest break restricts that Employee from commencing their Standard Roster. In these circumstances the Employee will be entitled to take the full 10-hour</p>	<p>overtime is worked. Under the WesTrac Agreement, employees are entitled to be paid for their ordinary working hours where the requirement to take a 10-hour rest break restricts that employee from commencing their Standard Roster.</p>

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	<p>rest period and receive pay at the Employees Ordinary Hourly Rate of Pay for the hours they would have ordinarily have worked.</p> <p>I. Where the Employee would have ordinarily received an afternoon or night shift they will be entitled to receive that penalty loading.</p> <p>b) There may be occasions where due to a substitution of shift an Employee may lose a portion of their standard rest period (i.e. an employee rostered to work a day shift 5 and 2 roster, Monday to Friday may finish their shift on Saturday morning at 6am, affecting their Saturday rest period). In some occurrences a customer will be charged a shift change payment in relation to this substitution of roster. In those circumstances the Employee will receive payment equivalent to the additional hours charged to the customer.</p> <p>c) This clause does not restrict an Employee and their manager coming to a mutual agreement to alter shift patterns to allow the Employee to take the required rest and complete a full shift the following day.</p>	
<p><b>7.14 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</p>	<p><b>36. ON CALL ALLOWANCE</b></p> <p>a) At times an Employee may be required to be on call outside of their normal rostered hours to attend to customer requirements. Where the Employee is on a structured call out roster;</p> <p>I. from Monday afternoon until Thursday inclusive, the Employee will be entitled to an on call allowance of \$80.00 per week; or</p> <p>II. from Friday until Monday morning, the Employee will be entitled to an on call allowance of \$100.00 per week.</p> <p>b) The on call allowance does not form part of the Employees Ordinary Hourly Rate of Pay.</p> <p>c) Field Service Employees are not entitled to receive an on call allowance, as the field service allowance compensates them for the requirement to be on call.</p> <p><b>51. CALL BACK PAYMENT</b></p> <p>a) Where an Employee, who is in receipt of the on call allowance outlined in clause 36, is called back to work on Employer premises after hours, the</p>	<p>Under the Proposed Agreement an Employee who is recalled to work overtime after leaving the workplace will be paid for at least four hours work at the overtime rate (double time, other than on public holidays when it is triple time). However, this does not apply where:</p> <ul style="list-style-type: none"> <li>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</li> <li>where the overtime is continuous (subject to a reasonable meal break)</li> </ul>

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<p>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>Employee will be entitled to a minimum shift of at least four hours at their Ordinary Hourly Rate of Pay for the time worked. An Employee can only receive this minimum shift entitlement to a maximum of twice within any given day.</p> <p>I. Where the Employee is called back to work on Employer premises after hours which fall on a Public Holiday the Employee will be entitled to a minimum shift of at least four hours at the equivalent of double time and a half for the time worked.</p> <p>b) On call rosters shall ensure consideration is given to fatigue in line with Employer Policy.</p>	<p>with the end or start of ordinary working time.</p> <p>Under the WesTrac Agreement, employees may be placed on a call out roster and paid an on call allowance. If such an employee is called back after hours, they are entitled to a minimum shift of at least four hours at their ordinary hourly rate of pay for time worked. Call backs on public holidays are paid at double time and a half.</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>(b) The Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.</p>	<p><b>54. TRAINING PAYMENT</b></p> <p>a) Where an Employee undertakes training on a day on which the Employee was rostered on, the Employee will be paid at their Ordinary Hourly Rate of Pay for either their Standard Roster, or the duration of the training; whichever is greater.</p> <p>I. Training hours completed on a rostered day will be counted towards the overtime determinations outlined in clauses 48.1 and 48.2.</p> <p>b) If an Employee attends training on a day on which the Employee was not rostered on, the Employee will be paid at their Ordinary Hourly Rate of Pay for the duration of the training, or mutually agree on Flexible Hours arrangements with the Employer.</p> <p>I. Training hours completed on a non-rostered day will not be counted towards the overtime determinations outlined in clauses 48.1 and 48.2.</p>	<p>The Proposed Agreement provides for training on non-rostered days to be compensated for either through time off in lieu or payment at overtime rates. The WesTrac Agreement provides that such training will be paid either at the ordinary rate or flexible hours arrangements will be mutually agreed.</p>
<p>7.16 Minimum Annual Salary and Night Shift Allowance (when applicable) will be averaged over a year and paid fortnightly in arrears.</p> <p>7.17 Payment will be by electronic funds transfer to a bank account in Australia nominated by the Employee.</p>	<p><b>11. PAYMENT OF WAGES</b></p> <p>a) Employees will be paid fortnightly, in full arrears for the hours worked in the previous fortnight.</p> <p>b) Payments will be paid by electronic funds transfer into a bank account of</p>	<p>Both Agreements provide for fortnightly pay. The WesTrac Agreement has clauses providing for repayment of overpayments and</p>

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<p>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.</p>	<p>the Employee's choice.</p> <p>c) Subject to applicable law and with notification, Employees consent to the Employer deducting from the Employee's pay or allowances:</p> <ul style="list-style-type: none"> <li>I. any overpayments as to pay, allowances or other entitlements made to the Employee,</li> <li>II. any loans provided to the Employee by the Employer, and</li> <li>III. at the time of termination, any excess leave taken over and above the Employee's entitlement.</li> </ul> <p>d) Where the Employee is underpaid the Employer will endeavour to rectify the underpayment in the Employees next standard pay.</p>	<p>underpayments.</p>
<p>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).</p>	<p><b>41. INCOME PROTECTION</b></p> <p>a) The entitlement to income protection will be in accordance with the Employer's policy at the time.</p>	<p>The Proposed Agreement provides that accident pay will be in accordance with Company policy, as amended from time to time.</p> <p>The WesTrac Agreement provides that income protection will be in accordance with the employer's policy at the time.</p>
<p>7.20 <b>Electrical Licenses</b></p> <p>Where the Company requires an Employee to obtain or maintain a HV Switching or State Electrical Licence, the Company will reimburse the Employee for:</p> <ul style="list-style-type: none"> <li>(a) the cost of the licence; and</li> <li>(b) the cost of any required training course that has been approved in advance by the Company.</li> </ul>	<p><i>No equivalent provision.</i></p>	<p>Under the Proposed Agreement, the cost of electrical licences will be reimbursed by the Company.</p> <p>Reimbursement of electrical licence cost is not provided for in the WesTrac Agreement.</p>
<p><b>8. SUPERANNUATION</b></p> <p>8.1 Employees are allowed a personal choice of complying superannuation fund, to receive superannuation</p>	<p><b>42. SUPERANNUATION</b></p> <p>a) An Employee is able to choose their own superannuation fund in accordance with the Superannuation Legislation Amended (Choice of</p>	<p>The Proposed Agreement provides for co- contributions in accordance with Company</p>

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<p>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>Superannuation Fund) Act 2005 (Cth).</p> <p>b) The Employer will make superannuation contributions on behalf of Employees to the Employer Default Superannuation Fund, or another complying fund at the Employee's election, in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth), any other relevant legislation and the Employer's Superannuation Policy, as amended or replaced as required.</p> <p>I. The Employer will adhere to the Employer maximum Superannuation Guarantee, where applicable.</p> <p>II. The Employer Default Superannuation Fund will offer a MySuper product.</p> <p>c) Employees who commenced employment at the Employer prior to 1 July 2005 may make superannuation contributions to the Employer Default Superannuation Fund via salary sacrifice arrangement. The minimum superannuation contribution that an Employee can make via salary sacrifice is 5.00% of their Base Hourly Rate of Pay. In such cases, the Employer will also match the Employee's contributions up to a maximum of 5.00% of the Employee's Base Hourly Rate of Pay.</p> <p>d) Employees seeking specific information on the benefits above are advised to obtain a copy of the Employer's policy document and/or contact the Human Resources Department</p>	<p>policy.</p> <p>Co-contributions are not provided for generally in the WesTrac Agreement, although co-contributions are available to employees who commenced prior to 1 July 2005. In addition, grandfathered provisions relating to superannuation for Terex employees are appended to the WesTrac Agreement. Please refer to these provisions at the end of this table.</p>

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<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>(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><b>9. 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</p>	<p><b>Part 4: Hours and Related Matters</b></p> <p><b>46. ORDINARY HOURS OF WORK</b></p> <p>a) Full time Employees may work 38 ordinary hours of work per week, averaged over the roster cycle, plus any reasonable additional hours necessary to complete their Standard Roster to which they are assigned, or as requested by the Employer.</p> <p>I. An Employee cannot be rostered to work in excess of 12 hours per day as part of their Standard Roster (exclusive of unpaid meal breaks).</p> <p>II. An Employee cannot be rostered to work in excess of 60 hours per week as part of their Standard Roster (exclusive of unpaid meal breaks), averaged over the roster cycle.</p> <p>III. The Employer cannot require an employee to work more than one in every four weekends as part of their Additional Hours Roster.</p> <p>IV. An Employee cannot be rostered to work in excess of 10 hours on an Additional Hours Roster.</p> <p>V. Nothing within this clause restricts the ability for the Employer to request an Employee work reasonable overtime in line with clause 48.</p> <p>b) Ordinary hours of work may be worked Monday to Sunday, 24 hours per</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,</li> <li>if the Employee is moving from a non- continuous day roster to a rotating</li> </ul>

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<p>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>(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> <p>(i) the Company and the Employee otherwise agree;</p> <p>(ii) there are operational requirements that require a shorter period of notice to be given; or</p> <p>(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.</p> <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>day.</p> <p>I. Employees engaged on a 5 day on, 2 day off roster will work their Standard Roster Monday to Friday.</p> <p>i. Employees engaged on a 5 day on, 2 day off roster, in the Perth Metropolitan area, will not be requested to work in excess of 50 hours per week as part of their Standard Roster (exclusive of unpaid meal breaks) ..</p> <p>II. Part time and casual Employee's engaged under the Apprentice Tradesperson, Mature Age Apprentice Tradesperson and Trainee classifications will complete ordinary hours Monday to Friday.</p> <p>III. Part-time and casual Employee's cannot have greater than 50% of their Standard Roster on either Saturday and/or Sunday.</p> <p>c) An Employees roster may be set by the Employer to meet operational needs.</p> <p>d) Where the Employer seeks to amend an Employee's roster, it must adhere to the terms of this Agreement.</p> <p><b>48. OVERTIME</b></p> <p>a) Employees agree to work a reasonable amount of overtime to meet the Employer's operational requirements. If this becomes necessary, the Employer will provide the Employee with as much notice as possible. However, the Employees acknowledge that the Employer may not be able to provide notice in the event of unusual events such as delays or urgent rectification work for clients.</p> <p>b) The Parties acknowledge and agree that working the additional hours is necessary and reasonable having regard to:</p> <p>I. the Employer's operational requirements;</p> <p>II. contractual obligations with major customers of the Employer;</p> <p>III. the personal circumstances of an Employee, including family responsibilities;</p> <p>IV. OSH considerations;</p>	<p>continuous roster, 14 days' notice (not 7) is required.</p> <p>While the WesTrac Agreement does not have the same provisions around roster changes and changes of starting and finishing times and places, it does have restrictions on maximum rostered hours per week of 60 (averaged over the roster cycle) and a maximum of 12 hours per day (exclusive of unpaid meal breaks).</p>

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	<p>V. any risk to Employee's health and safety from working the additional hours;</p> <p>VI. whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;</p> <p>VII. any notice given by the Employer of any request or requirement to work the additional hours;</p> <p>VIII. any notice given by the Employee of his or her intention to refuse to work the additional hours;</p> <p>IX. the usual patterns of work in the industry, or the part of an industry, in which the Employee works;</p> <p>X. the nature of the Employee's role, and the Employee's level of responsibility; and</p> <p>XI. any other relevant matter.</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>47. MEAL AND REST BREAKS</b></p> <p>a) An Employee is entitled to one unpaid meal break of 30 minutes for each shift.</p> <p>b) An Employee is also entitled to one paid tea break of 15 minutes per shift, to be taken at a time determined by the Employer.</p> <p>c) In the event of an Employee working a 12-hour shift, exclusive of an unpaid meal break, the Employee shall be entitled to an additional paid tea break of 15 minutes, to be taken at a time determined by the Employer.</p> <p>d) An Employee is entitled to a minimum of 10 hours rest after the completion of any shift.</p> <p>e) An Employee is entitled to rest day on the 14th day of work, except where the Employee's Standard Roster includes the requirement to work a continuous 14-day roster.</p>	<p>The Proposed Agreement provides for paid meal and rest breaks of 30 minutes for every 5 hours worked.</p> <p>The WesTrac Agreement provides for:</p> <ul style="list-style-type: none"> <li>unpaid meal breaks of 30 minutes each shift;</li> <li>a paid break of 15 minutes per shift;</li> <li>an additional paid break of 15 minutes for employees working 12 hour shifts.</li> </ul>
<p><b>10. PUBLIC HOLIDAYS</b></p>	<p><b>33. PUBLIC HOLIDAY ALLOWANCE</b></p> <p>a) Where an Employee is engaged on a roster which regularly requires them</p>	<p>The Proposed Agreement contains additional provisions</p>



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<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 Australia)</li> <li>(e) Easter Sunday</li> <li>(f) Easter Monday</li> <li>(g) Anzac Day</li> <li>(h) Sovereign's Birthday</li> <li>(i) in Queensland only, Christmas Eve (from 6pm)</li> <li>(j) in South Australia only, Christmas Eve (from 7pm)</li> <li>(k) Christmas Day</li> <li>(l) Boxing Day</li> <li>(m) in South Australia only, New Years Eve (from 7pm)</li> <li>(n) any additional day observed by the local community and gazetted at the place of work as a holiday</li> <li>(o) any day gazetted in addition or in lieu of one of these holidays.</li> </ul>	<p>to work on a public holiday, the Employer may elect to pay the Employee a public holiday allowance.</p> <ul style="list-style-type: none"> <li>b) The public holiday allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</li> <li>c) Where an Employee does not receive a Public Holiday allowance, payment for work completed on a Public Holiday is outlined in clause 50.</li> <li>d) The public holiday allowance is calculated by: <ul style="list-style-type: none"> <li>I. estimating the number of public holidays that an Employee would be likely to work, as per their roster;</li> <li>II. calculating the amount of money they would earn for working those public holidays, using the rate of pay outlined in clause 50; then</li> <li>III. dividing that amount by the hours the employee is rostered to work to pay it as part of the Employees Ordinary Hourly Rate of Pay.</li> </ul> </li> </ul> <p><b>50. PUBLIC HOLIDAY WORK</b></p> <ul style="list-style-type: none"> <li>a) Where an Employee's shift commences on a Public Holiday they will eligible to receive an additional 150.00% Public Holiday loading (double time and a half) applied to their Ordinary Hourly Rate of Pay for the hours worked on that shift.</li> <li>b) Where an Employee is rostered to work on a gazetted Public Holiday they are entitled to a paid absence. The Employee will receive the equivalent of their Ordinary Hourly Rate of Pay for the hours they were rostered to work on that day.</li> <li>c) Where a gazetted Public Holiday falls on a Saturday or Sunday, the Public Holiday will be observed on the next available weekday in substitution. <ul style="list-style-type: none"> <li>I. Where Christmas Day falls on a Saturday or Sunday, the Public Holiday will be observed on the next available weekday in addition.</li> </ul> </li> <li>d) This entire clause does not apply where an Employee receives the Public Holiday allowance, as outlined in clause 33</li> </ul>	<p>regarding public holiday work as compared with the WesTrac 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 WesTrac Agreement includes provisions explaining how 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.</p>
<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.</p>		
<p>10.3 The Company notifies Employees of their roster in advance,</p>		

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<p>so Employees know:</p> <ul style="list-style-type: none"> <li>(a) the public holidays that fall within their rostered working time; and</li> <li>(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.</li> </ul> <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 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> <ul style="list-style-type: none"> <li>(a) the request by the Company is unreasonable; or</li> <li>(b) a refusal by the Employee is reasonable.</li> </ul> <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</p>		

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<p>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) The Xmas Payment amount may be increased during the life of the Agreement at the Company's discretion.</p>		
<p><b>11. 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</p>	<p><b>57. ANNUAL LEAVE</b></p> <p>a) Full time Employees are entitled to four weeks' annual leave, for each year of service with the Employer, in accordance with the FW Act.</p> <p>I. For the purposes of this clause, a week is determined to be the average amount of hours an employee works per week, over their Standard Roster.</p> <p>b) Shift Workers and Project Support Employees are entitled to an additional one week of leave.</p> <p>c) A pro rata accrual entitlement will apply to part time Employees.</p> <p>d) When an Employee takes annual leave, or is paid out in accordance with this Agreement, they will be paid the equivalent instalments of their Ordinary Hourly Rate of Pay for the standard hours they were rostered to work during that period.</p> <p>- A subsequent undertaking given by the Company states that this</p>	<p>Under the Proposed Agreement, all Employees receive 5 weeks of annual leave, and a shiftworker entitled to an additional week of annual leave (6 weeks total) 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>

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<p>year on Sundays, 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 affected Employees to take leave during that period provided:</p> <p>(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);</p> <p>(b) an affected Employee may elect to cover the</p>	<p>clause (57(d)) will be taken to be read as follows: "<i>When an Employee takes annual leave, or is paid out in accordance with this Agreement, they will be paid the equivalent instalments of their Ordinary Hourly Rate of Pay for their Standard Rostered hours, being their Ordinary Hours of work, that they were rostered to work during that period.</i>"</p> <p>e) Annual leave accumulates from year to year. Where an Employee has a leave balance in excess of eight weeks, the Employer may direct the Employee to take leave the excess leave.</p> <p>f) An Employee will not accrue any annual leave during any unpaid or unauthorised absence from work.</p> <p>g) The Employer will take both an Employee's preferences and its operational requirements into account when determining when an Employee may take their accrued annual leave. Otherwise, accrued annual leave may be taken at any time by agreement between the Employer and the Employee.</p> <p>h) An Employee and the Employer may agree in writing that the Employer pay out an amount of an Employee's accrued annual leave entitlement in accordance with the FW Act, as long as:</p> <p>I. the Employee's balance of accrued annual leave after the pay out of annual leave entitlement is at least four weeks; and</p> <p>II. the Employee has taken at least two weeks annual leave within the past six months.</p> <p>i) Any annual leave forfeited and paid for under the cashing- out arrangement described in clause 57.h will represent the amount that the Employee would have received had the Employee taken the annual leave, and once paid out is deemed to have been taken.</p> <p>j) If the Employment ends, for whatever reason, the Employer will pay out the Employee's accrued but unused annual leave.</p> <p>k) Annual Leave purchasing arrangements of up to four weeks can be made in line with Employer Policy.</p> <p>l) An Employee may elect to take annual leave at half pay, as long as;</p> <p>I. The employees annual leave balance is less than four weeks at the time</p>	<p>If the WesTrac Agreement applied, the minimum entitlement is to 4 weeks (rather than 5) of annual leave and a shiftworker is entitled to 5 weeks (rather than 6) of annual leave. A shiftworker for the additional week of annual leave under the WesTrac Agreement is defined as an Employee who is:</p> <ul style="list-style-type: none"> <li>employed in an enterprise in which shifts are continuously rostered 24 hours a day, seven days a week, which includes day and night shift;</li> <li>regularly rostered to work those shifts; and</li> <li>regularly rostered to work on Sundays and public holidays.</li> </ul>

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<p>temporary shutdown period by taking one, or a combination of two or more, of the following:</p> <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> <p>(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</p> <p>(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.</p> <p>(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.</p>	<p>the leave will be taken.</p> <p><b>Shift Worker</b>, for the purposes of the NES, shall mean an Employee who:</p> <ul style="list-style-type: none"> <li>a) is employed in an enterprise in which shifts are continuously rostered 24 hours a day, seven days a week, which includes day and night shift;</li> <li>b) is regularly rostered to work those shifts; and</li> <li>c) is regularly rostered to work on Sundays and public holidays.</li> </ul> <p>This definition is relevant to the annual leave provision prescribed within the Agreement.</p>	
<p><b>12. 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 not be less than the Employee would have received under a clause in a modern award that would have</li> </ul>	<p><b>58. PERSONAL/CARERS LEAVE</b></p> <ul style="list-style-type: none"> <li>a) Full-time Employees will accrue 10 days of Personal/Carers Leave for each year of service with the Employer. <ul style="list-style-type: none"> <li>I. An Employee will accrue and take their personal leave based on the hours of work they are required to complete as part of their Standard Roster.</li> </ul> </li> <li>b) A pro-rata accrual rate will apply to part-time Employees.</li> <li>c) Paid Personal/Carers Leave accumulates from year to year. However, Employees will not accrue personal leave during any unpaid or</li> </ul>	<p>Under the Proposed Agreement untaken but accrued personal leave is to be paid out upon termination (except in defined circumstances).</p> <p>If the WesTrac Agreement applied there is no payout of personal leave.</p>

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<p>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 Annual Salary rate. 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 (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>unauthorised absence from work..</p> <p>d) Employees must take Personal/Carers Leave in line with Employer Policy.</p> <p>e) Employees are not entitled to be paid for any unused Personal/Carer's Leave on termination of the Employment.</p> <p>f) Employees are not entitled to Personal/Carers Leave while receiving workers compensation benefits.</p> <p>g) Employees are also entitled to two days of unpaid Carers leave for each occasion that the Employee is required to care or support a member of their immediate family or household that is ill or injured or because of an unexpected emergency.</p> <p>h) In this clause, an immediate family member includes:</p> <p>I. a spouse (including de facto); or</p> <p>II. a parent or step-parent, grandparent, sister, brother, child, stepchild or grandchild of the Employee or Employees spouse.</p>	
<p><b>13. 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>60. COMPASSIONATE LEAVE</b></p> <p>a) Employees are entitled to a maximum of two days paid Compassionate Leave on each occasion when a member of the Employee's immediate family or household has a personal illness or injury that poses a serious threat to their life or dies, in accordance with the FW Act.</p> <p>b) Payment for Compassionate Leave may be subject to the Employee providing reasonable proof of the serious illness or injury or the death and the relationship of the person to the Employee.</p> <p>c) Casual Employees are entitled to unpaid Compassionate Leave in accordance with the FW Act.</p> <p>d) In this clause, an immediate family member includes:</p> <p>I. a spouse (including de facto); or</p> <p>II. a parent or step-parent, grandparent, sister, brother, child, stepchild or grandchild of the Employee or Employees spouse.</p>	<p>Both Agreements provide for compassionate leave in accordance with the NES.</p>

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<p><b>14. 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>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><b>61. PARENTAL LEAVE</b></p> <p>a) Employees will be entitled to Parental Leave (and related entitlements) in accordance with Employer policy and the FW Act.</p>	<p>Under the Proposed Agreement parental leave is paid in accordance with the BHP Group Parental Leave Australia Policy, the entitlements of which will never be less than the NES. The BHP Group Parental Leave Australia Policy currently provides for 18 weeks paid parental leave. This cannot be reduced for the term of the Proposed Agreement.</p> <p>If the WesTrac Agreement applied, it provides for paid leave under the FW Act and employer policy.</p>
<p><b>15. 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>59. LONG SERVICE LEAVE</b></p> <p>a) Employees are entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act 1958 (WA) and the Employer's Policy related to Long Service Leave.</p>	<p>Both Agreements provide for long service leave in accordance with applicable legislation.</p>
<p><b>16. 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</p>	<p><b>62. COMMUNITY SERVICE LEAVE</b></p> <p>a) If an Employee is required to attend for jury service during normal working hours, they will be reimbursed the difference between the amount they are paid for attendance and the amount they would have earned had they</p>	<p>Both Agreements provide for community service leave. The Proposed Agreement also provides that this will be in accordance with the BHP</p>

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Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>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>worked in accordance with this agreement.</p> <p>b) An Employee must:</p> <p>I. attend for work during their rostered hours when they are not required for jury service;</p> <p>II. claim any monies or reimbursements due to them for attendance at jury service, from the relevant government departments. or agencies; and</p> <p>III. notify the Employer as soon as possible, of the dates that they are required for jury service.</p> <p>c) The Employer may require proof of attendance, the duration of such attendance and the amount of any payment an Employee received in respect of the jury service.</p> <p>d) Employees are entitled to other Community Service Leave in accordance with the FW Act, including carrying out a voluntary emergency activity.</p>	<p>Group Public Service Leave -- Australia Policy.</p>
<p><b>17. 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><b>63. FAMILY AND DOMESTIC VIOLENCE LEAVE</b></p> <p>a) An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, available at the start of each 12- month period of the Employee's Employment. The leave does not accumulate from year to year.</p> <p>b) An Employee may take unpaid leave to deal with family and domestic violence if the Employee:</p> <p>I. is experiencing family and domestic violence; and</p> <p>II. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.</p> <p>c) An Employee may apply for less than a day of leave by agreement between the Employer and Employee.</p> <p>d) Notice must be given to the Employer as soon as practicable (which may be at a time after the leave has started). At time of providing notice the Employee must advise of the expected period of absence.</p>	<p>While the WesTrac Agreement contains an unpaid family and domestic violence leave entitlement, this has now been superseded by the paid entitlement to family and domestic violence leave under the NES which would apply to any employees subject to the WesTrac Agreement.</p> <p>The Proposed Agreement provides that family and domestic violence leave will be provided in accordance with the NES and Company policy.</p>



Proposed Agreement		WesTrac Agreement	Additional comments on differences	
		e) The Employee must provide evidence that would satisfy a reasonable person. Depending on the circumstances that evidence may include a document issued by the police service, a court of a family violence support service, or a statutory declaration.		
18.	<b>LEAVE WITHOUT PAY</b>	<i>No equivalent provision.</i>	The Proposed Agreement provides that an Employee can apply to the Company to take unpaid leave where they have exhausted all leave entitlements.  While not provided in the WesTrac Agreement, there is nothing that would prevent employees from applying for unpaid leave under the WesTrac Agreement.	
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.			
19.	<b>INCLEMENT WEATHER</b>	<i>No equivalent provision.</i>	The Proposed Agreement provides for arrangements in circumstances of inclement weather. The WesTrac Agreement does not include an equivalent provision.	
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.			
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.			
20.	<b>ACCOMMODATION AND TRAVEL</b>	<b>Part 3: Allowances and Related Matters</b>	Both Agreements have additional allowances for local/commute/FIFO employees and related travel allowances. The Proposed Agreement provides that the benefits are paid in fixed amounts, whereas under the WesTrac Agreement these additional allowances be paid	
20.1	For the term of this Agreement, the following arrangements will apply.	<b>23. LOCATION ALLOWANCE</b>		
20.2	<b>In this clause:</b>	a) An Employee who permanently resides and performs work in one of the following locations shall be paid a location allowance as a percentage of the Employee's Base Hourly Rate of Pay, for each hour worked by the Employee, as outlined below:		
	(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 practical to drive from the Employee's residence in and out of that site for each shift in	<table><tr><td>Location</td><td>Allowance at commencement of</td></tr></table>		Location
Location	Allowance at commencement of			

Proposed Agreement		WesTrac Agreement		Additional comments on differences												
	<p>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>	<table><tr><td></td><td>Agreement</td></tr><tr><td>Newman, Port Hedland, Tom Price, Karratha and Broome</td><td>32.00%</td></tr><tr><td>Kalgoorlie</td><td>27.00%</td></tr><tr><td>Gerald ton</td><td>12.00%</td></tr><tr><td>Bunbury</td><td>6.00%</td></tr><tr><td>Esperance</td><td>10.00%</td></tr></table>		Agreement	Newman, Port Hedland, Tom Price, Karratha and Broome	32.00%	Kalgoorlie	27.00%	Gerald ton	12.00%	Bunbury	6.00%	Esperance	10.00%		as a percentage of the base hourly rate for each hour worked.
	Agreement															
Newman, Port Hedland, Tom Price, Karratha and Broome	32.00%															
Kalgoorlie	27.00%															
Gerald ton	12.00%															
Bunbury	6.00%															
Esperance	10.00%															
20.3	<p><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>b) The location allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>c) A non-permanent resident will not be entitled to be paid a location allowance.</p> <p>d) At times an Employee may elect to reside in a location identified in 23.a. Where the Employee does not perform work at that location they will not be eligible to receive a location allowance.</p> <p>e) Where the Employer commences operation at a site not in operation at the commencement of the Agreement the Employer will determine an applicable location allowance percentage.</p>														
20.4	<p><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</p>	<p>I. When determining an applicable location allowance the Employer will utilise the Regional Price Index (RPI) data which has most recently been published by the Western Australian Department of Regional Development (<a href="http://www.drd.wa.gov.au">www.drd.wa.gov.au</a>). The location allowance shall not be less than the RPI for the relevant location, when compared to the Perth Metropolitan area. For example, where the RPI for a location is 119, the location allowance for the area cannot be less than 19.00%.</p> <p>II. In the event that an Employee transfers to a new location, which has a location allowance determined in line with clause 23.e and the transfer is:</p> <p>i. A permanent transfer at the direction of WesTrac, the Employee will have the previous location allowance grandfathered, where the</p>														

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>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> <p><b>20.5 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>(i) road transport to and from the site from the accommodation each day that they perform work as directed;</p> <p>(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>previous location allowance percentage is greater than the new allowance.</p> <p>ii. A permanent transfer at the choice of the Employee, the Employee will have the new location allowance apply from commencement of their new role;</p> <p>iii. A temporary transfer, they will maintain their normal allowance amount and receive any additional allowances they may be eligible for, as per the Temporary Transfer and Secondment Policy.</p> <p><b>24. COMMUTING TO SITE ALLOWANCE</b></p> <p>a) An Employee, who is not a Field Service Employee, engaged to perform work on a fly in fly out (FIFO) roster shall receive a commuting to site allowance, as a percentage of the Employee's Base Hourly Rate of Pay for all hours worked during the FIFO roster. For Employees engaged as a Project Support Employee, and/or engaged on a FIFO basis at a location which is in operation at the commencement of the Agreement a commuting to site allowance of 22.00% will apply.</p> <p>b) The commuting to site allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>c) At times an Employee may elect to reside in a location which requires the Employee to drive or fly to get to their location of work. This does not automatically mean an Employee is eligible to receive a commuting to site allowance.</p> <p>d) Employees receiving a commuting to site allowance are unable to receive a field service allowance or a location allowance.</p> <p>e) Where an Employee, who is not a Field Service Employee or Project Support Employee, undertakes a FIFO roster at a permanent location, which the Employer does not operate at the commencement of the Agreement the Employer will determine an applicable commuting to site allowance percentage.</p> <p>I. The commuting to site allowance shall not be less than 12.00%.</p> <p>II In the event that an Employee transfers to a new location, which has a commuting to site allowance determined in line with clause 24.e and the</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<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>(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 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, 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</p>	<p>transfer is:</p> <p>i. A permanent transfer at the direction of Wes Trac, the Employee will have the previous commuting to site allowance grandfathered, where the previous commuting to site allowance percentage is greater than the new allowance.</p> <p>ii. A permanent transfer at the choice of the Employee, the Employee will have the new commuting to site allowance apply from commencement of their new role;</p> <p>iii. A temporary transfer, they will maintain their normal allowance amount and receive any additional allowances they may be eligible for, as per the Temporary Transfer and Secondment Policy.</p> <p><b>25. FIELD SERVICE ALLOWANCE</b></p> <p>a) Field Service Employees shall receive a field service allowance of 20.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked ..</p> <p>b) The field service allowance shall form part of the Employees Ordinary Hourly Rate of Pay.</p> <p>c) Workshop based Employees may claim a field service allowance on hours of work where they have been requested by the Employer to undertake a temporary field service position. A temporary assignment may range from a part day, up to three months in length.</p> <p>d) The field service allowance compensates any other form of payment that the Employee would have ordinarily received in relation to being required to perform callout duties. As a result, Field Service Employees are expected to complete travel at the company's request and will be required to travel outside of the Employees standard location to remote areas, unless the Employee is able to provide a reasonable explanation as to why they cannot. The field service allowance also compensates Employees for working unsupervised and accounts for costs associated with travelling away from home such as airport charges.</p> <p>e) Employees receiving a field service allowance are not entitled to receive either a commuting to site allowance or a FIFO field service allowance.</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>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> <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</p>	<p><b>26. RESIDENT ALLOWANCE</b></p> <p>a) At times Field Service Employees are required to operate in remote locations where the Employer does not have an office, depot or other suitable facility. Where the Employee is required to use their own residence as a work facility, they are shall receive a resident allowance of 5.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The resident allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p><b>27. FIFO FIELD SERVICE ALLOWANCE</b></p> <p>a) Field service employees who are permanently engaged on a FIFO or DIDO roster, operating out of a regional branch, MARC or MPA location shall receive a FIFO field service allowance of 35.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The FIFO field service allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p>c) Employees receiving a FIFO field service allowance are unable to receive either field service allowance, commuting to site allowance or location allowance.</p> <p><b>37. HOUSING ASSISTANCE</b></p> <p>a) Employees working and living in regional areas shall be entitled to a housing assistance allowance as per Employer Policy.</p> <p>I. Where an Employee currently receives housing and amenities benefits, the amount they receive at the commencement of the Agreement will be maintained for the term of the Agreement.</p> <p>i. This guarantee is based on the employee remaining in the location they are employed in for the remainder of the Agreement. Where the Employee transfers between locations of work the benefit may alter in line with the new position, as per Employer policy.</p> <p>ii. Where an Employee is currently receiving their full housing or amenities costs paid, they shall retain full payment regardless of</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>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 Company, does not travel at the allocated time:</p> <p>(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</p> <p>(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.</p> <p>20.8 If a FIFO Employee is at work and takes personal leave for the remainder of their rostered swing, the employee can</p>	<p>fluctuations in pricing.</p> <p>iii. This clause does not limit the ability for an Employee to receive housing assistance if they commence a role in a location which is eligible to receive assistance, after the commencement of the Agreement.</p> <p><b>38. ANNUAL FLIGHTS FOR DISTANCE WORKERS</b></p> <p>a) In accordance with Employer Policy, distance workers residing above the 26 parallel shall be entitled, on an annual basis, to the equivalent of one economy return airfare to Perth for themselves and their immediate family members.</p> <p>b) Alternatively, Employees may receive, in lieu of economy airfares for themselves and their immediate families, a cash payment in line with Employer Policy.</p> <p>c) In order to be entitled to this cash payment the Employee must take at least two weeks of annual leave.</p> <p>d) Any cash payment to the Employee under this clause shall be subject to having any FBT amount being deducted that the Employer would have otherwise had to observe.</p> <p><b>52. TRAVEL PAYMENT</b></p> <p>a) An Employee engaged on a FIFO or DIDO roster, except where outlined below in clause 52. b, will be eligible to receive payment for travel either to or from site each roster cycle, for up to a maximum of two and a half hours, where that travel is occurring inside the Employees Standard Roster.</p> <p>I. Travel payments are made at the Employees Ordinary Hourly Rate of Pay.</p> <p>II. Travel conducted within the Employees Standard Roster will be counted towards the overtime determinations outlined in clause 48.1 and 48.2.</p> <p>b) Employees may at times be required to travel outside of their Standard Roster. The Employee will be not eligible to receive travel payment for these hours, except where the Employer has agreed to payment and confirmed that agreement in writing prior to the travel occurring.</p>	

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<p>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 Manger approval.</p>	<p>I. Where the Employer is able to recover payment for travel from a customer, an agreement will be made to pay the Employee for their travel time.</p> <p>c) Where a Field Service Employee is required to travel to a location to commence their normal field service duties, travel time will be treated as normal hours worked and will have the relevant terms of this Agreement apply, including entitlements to penalty loadings prescribed under the Agreement. This travel may be conducted inside or outside of the Employees Standard Roster.</p> <p><b>53. TEMPORARILY UNDERTAKING WORK AT A DIFFERENT LOCATION</b></p> <p>a) An Employee, who is not Field Service Employee, undertaking work at a different location on a temporary basis will have allowances, ordinary hours, shift and overtime provisions apply as relevant to the roster, location and position they are temporarily fulfilling, in line with the terms of this Agreement and Employer Policy related to temporary transfers.</p> <p>b) Field Service Employees shall continue to operate under their permanent conditions, including allowances and roster arrangements.</p>	
<p><b>21. STAND ASIDE AND STAND DOWN</b></p> <p>21.1 Subject to clause 21.3, the Company can stand aside an Employee:</p> <p>(a) with or without pay for full or partial refusal of duty; or</p> <p>(b) with or without pay for neglect of duty; or</p> <p>(c) with or without pay for misconduct, while it is being investigated.</p> <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><b>55. STAND-DOWN</b></p> <p>a) The Employer has the right to stand down an Employee without pay for any day or part of a day for which the Employee cannot do work due to:</p> <p>I. industrial action by the Employee affecting the Employer;</p> <p>II. through breakdown in machinery (except where the breakdown in machinery is determined to be the fault of the Employer); or</p> <p>III. any stoppage of work for any other reason, for which the Employer cannot reasonably be held responsible.</p> <p>b) The right to stand down an Employee is subject to the Employer ensuring that all reasonable options for other work have been explored before the stand down is implemented.</p> <p>c) Any dispute arising from the application of this clause will be resolved in accordance with the dispute resolution procedure under clause 8 of this</p>	<p>The Proposed Agreement contains 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.. The WesTrac Agreement does not have any equivalent provision.</p> <p>However, the WesTrac Agreement does have a similar provision on stand down to the Proposed Agreement.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<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: <ul style="list-style-type: none"> <li>(i) remains ready, willing and able to perform work; and</li> <li>(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).</li> </ul> </li> <li>(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.</li> <li>(c) Night Shift Allowance is payable on stand aside with pay in accordance with clause 7.10 (if eligible).</li> </ul> <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> <ul style="list-style-type: none"> <li>(a) industrial action;</li> <li>(b) a breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; or</li> <li>(c) an interruption to work for any cause for which the Company cannot reasonably be held responsible.</li> </ul> <p>21.5 Employees who have been stood down under the circumstances described in clause 21.4 above may request</p>	<p>Agreement.</p>	



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<p>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><b>22. ISSUE RESOLUTION PROCEDURE</b></p> <p>22.1 This clause sets out the process for resolving issues which relate to:</p> <p>(a) a matter arising under this Agreement; or</p> <p>(b) the NES.</p> <p>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.</p> <p>22.3 If the issue remains unresolved, it may be referred for discussion between the Employee and the Employee's Superintendent.</p> <p>22.4 If the issue is still not resolved, it may be referred for discussion between the Employee and the Employee's Departmental Manager.</p> <p>22.5 Discussions in accordance with clauses 22.2, 22.3 and 22.4 will be held as soon as reasonably practicable.</p> <p>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.</p> <p>22.7 If the issue resolution processes in clauses 22.2, 22.3 and 22.4 have genuinely been exhausted (with the exception of</p>	<p><b>8. DISPUTE RESOLUTION</b></p> <p>a) If a dispute arises about the meaning or application of this Agreement, or in relation to the NES, the parties to the dispute agree that, in the first instance, they will attempt to resolve the dispute at the workplace level, by discussions between the Employee(s) and the relevant supervisors and/or management.</p> <p>b) Any party to the dispute may appoint a representative at any stage for the purposes of the procedures in this clause.</p> <p>c) The procedure that must be followed in attempting to resolve the dispute at the workplace level includes the following steps:</p> <p>I. the Employee must contact their immediate supervisor or manager and ask them to arrange a meeting for them to raise their dispute. During the meeting, the Employee must explain what their dispute is and how it is impacting on them;</p> <p>II. if the dispute remains unresolved, the Employee's immediate supervisor or manager will arrange for them to meet with the Department or Area Manager. During the meeting, the Employee must explain what their dispute is and how it is impacting on them;</p> <p>III. if the dispute remains unresolved, the Department or Area Manager will arrange for the Employee to meet with the Service Operations Manager or General Manager. During the meeting, the Employee must explain what their dispute is and how it is impacting on them; and</p> <p>IV. if the dispute remains unresolved, the General Manager will arrange for</p>	<p>The disputes clause in the WesTrac Agreement provides for arbitration by election of one party, whereas the Proposed Agreement only provides for arbitration of a dispute by consent of both parties. The disputes clause in the WesTrac Agreement also contains a status quo provision, whereas the disputes clause in the Proposed Agreement does not.</p>

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<p>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.</p> <p>22.8 Either the Employee or the Company may have a representative to assist at any stage of this process.</p>	<p>the Employee to meet with the Chief Executive Officer (CEO). During the meeting, the Employee must explain what their dispute is and how it is impacting on them;</p> <p>d) The Employer is committed to resolving any arising or remaining dispute as effectively and efficiently as possible.</p> <p>e) It is the aim of the Employer to resolve or escalate a dispute within seven (7) days, or as is reasonably required, at each of the steps contained in clause 8.c.</p> <p>f) If the matter remains unresolved, either party may refer the matter to the Fair Work Commission.</p> <p>I. The Fair Work Commission will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation which shall not be binding on either party.</p> <p>II. The Fair Work Commission may arbitrate and provide a binding decision on the matter where:</p> <p>i. either party elects for the Fair Work Commission to arbitrate the matter; and/or</p> <p>ii. where attempts to resolve the matter internally have stalled for a period of 21 days and a resolution appears unlikely to occur.</p> <p>g) While the parties are trying to resolve the dispute using the procedures in this clause:</p> <p>I. an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and</p> <p>II. an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:</p> <p>i. the work is not safe; or</p> <p>ii. applicable occupational safety and health legislation would not</p>	

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	<p>permit the work to be performed; or</p> <p>iii the work is not appropriate for the Employee to perform; or</p> <p>iv there are other reasonable grounds for the Employee to refuse to comply with the direction.</p> <p>II Each step of the procedure set out in this clause will be recorded in writing, including the actions taken.</p> <p>IV. Status quo will be observed in regards to the dispute.</p> <p>i. This does not affect the date of which any settled dispute may be backdated to; i.e. where the settled dispute involves an underpayment of the Employee, the date at which the underpayment occurred will be observed, not the date at which the dispute was settled.</p> <p>V. The procedure set out in this clause will not apply to a dispute about the termination of the Employment (a subsequent undertaking given by the Company states that this clause will be taken to read as follows: "The procedure set out in this clause will only apply to a dispute about termination of employment where a dispute is initiated in writing prior to the termination date").</p>	
<p><b>23. INDIVIDUAL FLEXIBILITY</b></p> <p>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:</p> <p>(a) the arrangement deals with 1 or more of the following matters:</p> <p>(i) arrangements about when work is performed;</p> <p>(ii) overtime rates;</p> <p>(iii) penalty rates;</p> <p>(iv) allowances;</p> <p>(v) leave loading; and</p>	<p><b>6. AGREEMENT FLEXIBILITY</b></p> <p>a) The Employer and Employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:</p> <p>I. the Agreement deals with one or more of the following:</p> <p>i. arrangements about when work is performed;</p> <p>ii. overtime rates;</p> <p>iii. penalty rates;</p> <p>iv. allowances; and</p> <p>v. leave loading.</p> <p>II. the arrangement meets the genuine needs to the Employer and</p>	<p>Both agreements have an Individual Flexibility Agreement clause that is consistent with the model flexibility term.</p>

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<p>(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</p> <p>(c) the arrangement is genuinely agreed to by the Company and Employee.</p> <p>23.2 The Company must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) are about permitted matters under section 172 of the FW Act; and</p> <p>(b) are not unlawful terms under section 194 of the FW Act; and</p> <p>(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.</p> <p>23.3 The Company must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) is in writing;</p> <p>(b) includes the name of the Company and Employee; and</p> <p>(c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and</p> <p>(d) includes details of:</p> <p>(i) the terms of this Agreement that will be varied by the arrangement; and</p> <p>(ii) how the arrangement will vary the effect of the terms; and</p> <p>(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</p>	<p>Employee in relation to one or more of the matters mentioned in clause 6.a.i: and</p> <p>III. the arrangement is genuinely agreed to by the Employer and Employee.</p> <p>b) The Employer will ensure that the terms of the individual flexibility arrangement:</p> <p>I. are about permitted matters under section 172 of the FW Act;</p> <p>II. are not unlawful terms under section 194 of the FW Act;</p> <p>III. would result in the Employee being better off overall than the Employee would be if no arrangement was made.</p> <p>c) The Employer will ensure that the individual flexibility arrangement:</p> <p>I. is in writing;</p> <p>II. includes the name of the Employer and Employee;</p> <p>III. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;</p> <p>IV. includes details of:</p> <p>i. the terms of this Agreement that will be varied by the arrangement; and</p> <p>ii. how the arrangement will vary the effect of the terms; and</p> <p>iii. how the Employee will be better off overall in relation to the terms and conditions of the employment as a result of the arrangement; and</p> <p>V. states the day on which the arrangement commences.</p> <p>d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p> <p>e) The Employer or Employee may terminate the individual flexibility arrangement:</p> <p>i. by giving no more than 28 days written notice to the other party to the arrangement; or</p>	

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<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> <p>(a) by giving no more than 28 days written notice to the other party to the arrangement; or</p> <p>(b) if the Company and Employee agree in writing—at any time.</p>	<p>ii. if the Employer and Employee agree in writing, at any time.</p>	
<p><b>24. 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> <p>(a) workplace delegate means an Employee who is a workplace delegate within the meaning of section 350C(1) of the FW Act;</p> <p>(b) delegate's organisation means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and</p> <p>(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.</p> <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</p>	<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 WesTrac Agreement does not contain an equivalent provision, the FW Act contains rights and entitlements for workplace delegates which would apply.</p>

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<p>give written notice to the Company within 14 days.</p> <p><b>24.5 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><b>24.6 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 before or after work.</p>		

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<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</p>		

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>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 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</li> </ul>		



Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>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.</p> <p>(vii) The workplace delegate must, within 7 days 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><b>24.9 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> <ul style="list-style-type: none"> <li>(i) comply with their duties and obligations as an Employee;</li> <li>(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;</li> <li>(iii) not hinder, obstruct or prevent the normal performance of work; and</li> <li>(iv) not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.</li> </ul> <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>		

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(c) Clause 24 does not require an eligible Employee to be represented by a workplace delegate without the employee's agreement.		
<p><b>25. 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>17. CONSULTATION</b></p> <p><b>17 .1. Introduction of major change</b></p> <p>a) Where the Employer has made a definite decision to introduce major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees, it must notify the relevant employees of the decision to introduce major change.</p> <p>b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.</p> <p>c) If:</p> <p>I. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</p> <p>II. The Employee or Employees advise the Employer of the identity of the representative;</p> <p>the Employer must recognise the representative.</p> <p>d) As soon as practicable after making its decision, the Employer must:</p> <p>I. Discuss with the relevant Employees:</p> <p>i. the introduction of the change;</p> <p>ii. the effect the change is likely to have on the Employees;</p> <p>iii. measures the Employer is taking to avert or mitigate the adverse effect of the change; and</p> <p>iv. for the purposes of the discussion - provide, in writing, to the relevant Employees:</p> <p>A. all relevant information about the change, including the nature of the change proposed;</p>	<p>Both agreements contain consultation terms, and 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 WesTrac Agreement provides for an additional step in consultation about changes to rosters and ordinary hours, that at the conclusion of the consultation process, the employer must confirm the details of the change in writing and provide at least 28 days' notice of the change, unless mutually agreed by both parties.</p>

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	<p>B. information about the expected effects of the change on the Employees; and</p> <p>C. any other matters likely to affect the Employees.</p> <p>II. The Employer is not required to disclose confidential information or commercially sensitive information to the relevant Employees.</p> <p>III. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.</p> <p>IV. In this term,, a major change is likely to have a significant effect on Employees if it results in:</p> <ul style="list-style-type: none"> <li>i. the termination of employment of Employees;</li> <li>ii. major change to the composition, operation or size of the Employers workforce or to the skills required of Employees;</li> <li>iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);</li> <li>iv. the alteration of hours of work;</li> <li>v. the need to retrain Employees;</li> <li>vi. the need to relocate Employees to another workplace; or</li> <li>vii. the restructuring of jobs.</li> </ul> <p><b>17.2. Changes to regular roster or ordinary hours of work</b></p> <p>a) Where the Employer proposes to introduce a change to the Standard Roster or ordinary hours of work of Employees it must notify the relevant Employees of the proposed change.</p> <p>b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.</p> <p>c) If:</p> <ul style="list-style-type: none"> <li>I. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</li> <li>II. The Employee or Employees advise the Employer of the identity of the representative;</li> </ul>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>the Employer must recognise the representative.</p> <p>d) As soon as practicable after proposing to introduce the change, the Employer must:</p> <ul style="list-style-type: none"> <li>I. discuss with the relevant Employees the introduction of the change;</li> <li>II. for the purposes of the discussion, provide to the relevant employees: <ul style="list-style-type: none"> <li>i. all relevant information about the change, including the nature of the change;</li> <li>ii. information about what the Employer reasonably believes will be the effects of the change on the Employees;</li> <li>iii. information about any other matter that the Employer reasonably believes are likely to affect the Employees; and</li> <li>iv. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).</li> </ul> </li> </ul> <p>e) The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p> <p>f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees, including where the Employees have proposed an alternate roster solution. At the conclusion of the consultation process outlined in this term, the Employer must confirm the details of the change in writing and provide at least 28 days' notice of the change, unless mutually agreed by both parties.</p>	
<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</p>	<p>No equivalent provision.</p>	<p>The Proposed Agreement confirms the employee's right to disconnect under the FW Act.</p> <p>While the WesTrac Agreement does not contain an equivalent provision, the rights under section 333M of the FW Act would apply.</p>

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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.																					
<b>27. REDUNDANCY</b>		<b>16. REDUNDANCY</b>	The Proposed Agreement provides for redundancy payment that is the greater of:  (a) the NES (between 4 and 16 weeks' pay);  (b) for the term of the Proposed Agreement, the entitlements in the Policy as at the commencement of the Proposed Agreement (4 or 5) weeks' notice, plus 14 weeks' severance and an additional 2.5 weeks for each year of service);  (c) regardless of length of employment, four weeks' pay.  The WesTrac Agreement provides for redundancy pay at the number of weeks provided by the NES up to 9 years of service. However, it provides a more beneficial entitlement (16 weeks rather than 12 weeks) for 10 years of service and above. Grandfathered																		
<b>27.1 Definition of redundancy</b>	(a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative:  (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  (ii) because of insolvency or bankruptcy of the Company.  (b) This clause does not apply to Employees engaged for a fixed term or a specified task.	a) If an Employee's position becomes redundant, the Employer will consult with the affected Employee(s) about any redeployment alternatives. If there are no redeployment alternatives the Employer will discuss measures to minimise the impact of redundancy on those Employee(s) affected.  I. Where an area of the business is affected by a restructure, an Employee, who occupies a potentially affected position within that area, may notify the Human Resources Department of their interest in taking a redundancy. The Employer is under no obligation to act on this registered interest and retain the right to make independent decisions on which employees are affected.  b) Except in the circumstances provided for in sub-clause 16.c, if any Employee(s) employment is terminated by reason of redundancy, they will be paid a redundancy in accordance with the table below.																			
<b>Redundancy payment</b>																					
<b>27.2</b>	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:	<table><tr><td>1 year and less than 2 years</td><td>4 weeks' pay</td></tr><tr><td>2 years and less than 3 years</td><td>6 weeks' pay</td></tr><tr><td>3 years and less than 4 years</td><td>7 weeks' pay</td></tr><tr><td>4 years and less than 5 years</td><td>8 weeks' pay</td></tr><tr><td>5 years and less than 6 years</td><td>10 weeks' pay</td></tr><tr><td>6 years and less than 7 years</td><td>11 weeks' pay</td></tr><tr><td>7 years and less than 8 years</td><td>13 weeks' pay</td></tr><tr><td>8 years and less than 9 years</td><td>14 weeks' pay</td></tr><tr><td>9 years and above</td><td>16 weeks pay</td></tr></table>		1 year and less than 2 years	4 weeks' pay	2 years and less than 3 years	6 weeks' pay	3 years and less than 4 years	7 weeks' pay	4 years and less than 5 years	8 weeks' pay	5 years and less than 6 years	10 weeks' pay	6 years and less than 7 years	11 weeks' pay	7 years and less than 8 years	13 weeks' pay	8 years and less than 9 years	14 weeks' pay	9 years and above	16 weeks pay
1 year and less than 2 years	4 weeks' pay																				
2 years and less than 3 years	6 weeks' pay																				
3 years and less than 4 years	7 weeks' pay																				
4 years and less than 5 years	8 weeks' pay																				
5 years and less than 6 years	10 weeks' pay																				
6 years and less than 7 years	11 weeks' pay																				
7 years and less than 8 years	13 weeks' pay																				
8 years and less than 9 years	14 weeks' pay																				
9 years and above	16 weeks pay																				
<b>27.3</b>	The entitlements under clause 27.2 will not be less than:																				
	(a) the NES;																				

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<p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement;</p> <p>(c) regardless of length of employment, four weeks' pay.</p> <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>I. For the purposes of redundancy, a weeks' pay will be determined through multiplying the Employees averaged hours per week over their Standard Roster cycle, by the Employees Ordinary Hourly Rate of Pay.</p> <p>c) The Employer may make an application to the Fair Work Commission to reduce redundancy pay where the Employer obtains suitable alternate employment for the Employee.</p>	<p>provisions relating redundancy for Terex employees are appended to the WesTrac Agreement. Please refer to these provisions at the end of this table.</p>										
<p><b>28. 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</p>	<p><b>15. TERMINATION OF EMPLOYMENT</b></p> <p><b>15.1. Termination by the Employer</b></p> <p>a) In order to terminate the employment of an Employee the Employer shall give the Employee the following period of notice:</p> <table><tr><th>Period of Continuous Service</th><th>Period of Notice</th></tr><tr><td>Not more than 1 year</td><td>At least 1 week</td></tr><tr><td>More than 1 year, but not more than 3 years</td><td>At least 2 weeks</td></tr><tr><td>More than 3 years, but not more than 5 years</td><td>At least 3 weeks</td></tr><tr><td>More than 5 years</td><td>At least 4 weeks</td></tr></table> <p>b) The period of notice to be given by the Employer shall increase by one week if the Employee is over 45 years of age at the time of the giving of</p>	Period of Continuous Service	Period of Notice	Not more than 1 year	At least 1 week	More than 1 year, but not more than 3 years	At least 2 weeks	More than 3 years, but not more than 5 years	At least 3 weeks	More than 5 years	At least 4 weeks	<p>Under the Proposed Agreement an Employee may resign by giving one week's written notice to the Company.</p> <p>If the WesTrac Agreement applied, both the Employee and Employer must provide between 1 and 4 weeks' notice depending on the period of continuous service.</p>
Period of Continuous Service	Period of Notice											
Not more than 1 year	At least 1 week											
More than 1 year, but not more than 3 years	At least 2 weeks											
More than 3 years, but not more than 5 years	At least 3 weeks											
More than 5 years	At least 4 weeks											

Proposed Agreement	WesTrac Agreement	Additional comments on differences
<p>continue for a period of up to 6 months continuous service. During the period of probation, the Company may terminate 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>notice and has completed at least two years of continuous service with the Employer.</p> <p>c) In order to terminate the employment of a casual Employee the Employer shall be required to provide one hours' notice at any time.</p> <p>d) The Employer may, in lieu of part or all of any notice period, pay an Employee an amount equal to the Ordinary Hourly Rate of Pay the Employee would have earned during the remaining notice period.</p> <p>e) If the Employee, having been given notice, leaves before the notice expires, the Employee forfeits the entitlement to receive payment in lieu of notice.</p> <p>f) Subject to the applicable legislation, it is agreed that in the event of an Employee's employment being terminated for any reason, any monies advanced to the Employee by the Employer may be recovered by the Employer with notification from any entitlements owing to the Employee including outstanding wages or accrued leave entitlements.</p> <p>g) The Employer has the right to dismiss, without notice, an Employee because of the Employee's gross misconduct.</p> <p><b>Gross Misconduct</b> includes, but is not limited to, a situation in which the Employee:</p> <ol style="list-style-type: none"> <li>I. disobeys without proper legal reason a lawful and reasonable direction of the Employer; or</li> <li>II. unlawfully discriminates or sexually harasses any other person.</li> </ol> <p>h) The absence of any Employee from work for a continuous period exceeding five days without the consent of the Employer or without notification to the Employer, shall be deemed as the Employee having abandoned their employment. The Employer will take all reasonable steps to understand the basis of the absence, prior to a final decision being made to terminate employment. In such circumstances, the contract of employment shall be deemed to have ended when the Employee was due to commence work following their last day of attendance at work.</p> <p>A subsequent undertaking given by the Company states that this clause (15.1(h)) will be taken to be read as follows: "The absence of any Employee from work for a</p>	

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>continuous period exceeding five days without the consent of the Employer, or without notification to the Employer, shall be deemed as the Employee having abandoned their employment. The Employer will take all reasonable steps to understand the basis of the absence, prior to a final decision being made to terminate employment. In such circumstances, the employee will be provided notification of their termination of employment in writing which will be deemed to have ended on the date the correspondence was sent. An employee on an unauthorized absence will not be paid.'</p> <p>i) Nothing in the clause affects the Employer's ability to end association of Employment at the end of a fixed term engagement.</p> <p><b>15.2. Termination by the Employee</b></p> <p>a) The notice of termination required to be given by an Employee to the Employer will be the same as that required by the Employer (including the requirement to provide notice in writing), except that there will be no additional notice based on the age of the Employee.</p> <p>b) If an Employee fails to give the required notice or having given such notice leaves before the notice expires, the Employee forfeits the entitlement to receive payment in lieu of notice.</p> <p><b>13. PROBATIONARY PERIOD</b></p> <p>a) All Employees will be required to serve a probationary period of six months.</p> <p>b) During the probationary period the Employer will conduct probationary reviews.</p> <p>c) The Employer may elect to extend an Employees probationary period. Where an Employees probationary period is extended, this must be confirmed in writing by the Employer. The written confirmation must confirm the reasons for the extension and the length by which the probationary period will be extended. The probationary period of an Employee cannot continue for greater than 12 months.</p>	
<p><b>29. NO FURTHER CLAIMS</b></p> <p>This Agreement is a comprehensive and full settlement of all</p>	<p><b>7. NO EXTRA CLAIMS</b></p> <p>a) It is a term of this Agreement that those covered by this Agreement</p>	<p>The Agreements include similar provisions around Employees not bringing further claims</p>



Proposed Agreement	WesTrac Agreement	Additional comments on differences
Employee enterprise bargaining claims for the duration of this Agreement unless otherwise permitted by the FW Act.	undertake, for the duration of the Agreement, that they: <ul style="list-style-type: none"> <li>I. will not pursue any extra claims against the other Party; and</li> <li>II. acknowledge management's prerogative to make changes consistent with the terms of this Agreement and its right to manage the business.</li> </ul> b) This clause does not restrict variations to the Agreement in accordance with the FW Act.	against the Company during the term of the Agreements.
<b>APPENDIX 1 – MINIMUM ANNUAL SALARIES BY ROSTER, HUB AND CLASSIFICATION</b>  <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 WesTrac 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>		
No equivalent provisions.	<b>28. LEADING HAND ALLOWANCE</b> <ul style="list-style-type: none"> <li>a) Employees appointed as a Leading Hand shall receive a leading hand allowance of 7.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</li> <li>b) The leading hand allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</li> </ul> <b>35. MEAL ALLOWANCE</b> <ul style="list-style-type: none"> <li>a) Employee's will be eligible to claim a meal allowance of \$13.90 when:               <ul style="list-style-type: none"> <li>I. the Employee was notified of the requirement to work overtime after shift start;</li> <li>II. the Employees daily hours have exceeded 11 hours; and</li> <li>III. the Employee has worked over their standard roster for that day.</li> </ul> </li> <li>b) The meal allowance does not apply when an Employee requests to work</li> </ul>	The WesTrac Agreement provides for a leading hand allowance and meal allowance payable in certain circumstances. There are no comparable allowances in the Proposed Agreement.

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>overtime.</p> <p>c) Where an employee works an additional day outside of their Standard Roster they are eligible to receive the overtime penalty rate for all hours worked on that additional day. The Additional Hours Roster that an Employee may be required to work is treated as an additional day worked for the purposes of this clause.</p>	
<p><i>No equivalent provisions.</i></p>	<p><b>29. TEAM LEADER ALLOWANCE</b></p> <p>a) Employees appointed as a Team Leader shall receive a team leader allowance of 5.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The team leader allowance shall form part of the Employee's Ordinary Hourly Rate of Pay.</p> <p><b>30. PRODUCT SUPPORT ADVISOR ALLOWANCE</b></p> <p>a) Employees appointed as a Product Support Advisor shall receive a product support advisor allowance of 7.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The product support allowance shall form part of the Employee's Ordinary Hourly Rate of pay.</p> <p><b>31. HIGHER DUTIES ALLOWANCE</b></p> <p>a) At times an Employee may be asked to temporarily act in a role not covered by the classification structure of the Agreement. The Employee shall receive a higher duties allowance of 10.00%, as a percentage of the Employee's Base Hourly Rate of Pay for each hour worked.</p> <p>b) The higher duties allowance will form part of the Employees Ordinary Hourly Rate of Pay.</p> <p>c) An Employee cannot receive a leading hand or team leader allowances where they receive a higher duties allowance.</p> <p>d) In the event that a Field Service Employee is asked to act in a role not covered by the classification structure of the Agreement, they will not be eligible to receive a higher duties allowance, however they will maintain</p>	<p>The WesTrac Agreement provides for team leader, product support supervisor, higher duties and assessor allowances and training and study assistance. There are no comparable allowances in the Proposed Agreement.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>their field service allowance for the duration of that temporary appointment.</p> <p><b>32. ASSESSOR ALLOWANCE</b></p> <ul style="list-style-type: none"> <li>a) Where an Employee is required to complete welding inspection or verification of competency activities the employee shall receive a 4.00% assessor allowance, as a percentage of the Employee's Base Hourly Rate of Pay.</li> <li>b) The assessor allowance is only applied for the hours that the Employee completes these duties.</li> <li>c) The assessor allowance does not form part of the Ordinary Hourly Rate of Pay.</li> </ul> <p><b>39. TRAINING AND STUDY ASSISTANCE</b></p> <ul style="list-style-type: none"> <li>a) In accordance with Employer Policy Employees may apply for approved training courses and/or study courses that are related to the work they perform or related to an area that can be beneficial to the Employer.</li> <li>b) Any full-time, part-time, or fixed term contract Employee may apply for study leave and/or assistance without pay. In respect of fixed term contract Employees, the period of study assistance shall not extend beyond the term of their contract or the likely term of their contract.</li> <li>c) In conjunction with the Employee's skills assessment, the Employer and Employee may mutually agree on future training needs.</li> <li>d) Where an Employee believes that a request to training has been rejected by their manager and by rejecting the request it is likely to impact the efficiency of the workshop, they are encouraged to follow the dispute resolution procedure outlined within the Agreement.</li> </ul>	
<p><i>The Proposed Agreement provides that certain separately payable allowances for employees in the Queensland hub will be paid as applicable (i.e. will not be paid if not applicable to an employee at a particular time).</i></p>	<p><b>34. CHANGES TO ALLOWANCES</b></p> <ul style="list-style-type: none"> <li>a) Temporary or permanent changes to Employment arrangements may alter the applicable allowances for an Employee. The Employer reserves the right to alter allowances where this occurs, in line with the Agreement. <ul style="list-style-type: none"> <li>I. For example, where an Employee is no longer required to undertake a Leading Hand position they are no longer be eligible to receive a</li> </ul> </li> </ul>	<p>The Proposed Agreement and the WesTrac Agreement both make clear that certain allowances are paid as applicable only (i.e. when conditions for payment of the allowance are met).</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	leading hand allowance	
<i>No equivalent provision.</i>	<p><b>3. AIMS AND OBJECTIVES</b></p> <p>The aim of the Agreement is to provide a framework of operation which enables the Employer to effectively compete in the marketplace to maximise its commercial outcomes, in an effort to provide sustainable employment opportunities to its Employees. To facilitate the achievement of this aim, the parties agree to pursue the following objectives:</p> <ul style="list-style-type: none"> <li>a) to encourage a dedicated and motivated workforce and management team to continually improve on the work they do;</li> <li>b) to reinforce the Employer's core values;</li> <li>c) to achieve strategic KPI's in relation to safety, customer satisfaction and financial results; and</li> <li>d) to foster improvements in flexibility, productivity and efficiency at the workplace.</li> </ul>	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<p><b>9. STEERING COMMITTEE</b></p> <ul style="list-style-type: none"> <li>a) The Employer will implement a steering committee to assist with the achievement of the aims of this Agreement. In particular the steering committee will aim to improve productivity, efficiency and employee engagement.</li> <li>b) Matters which may be dealt with in the steering committee include, but are not limited to: <ul style="list-style-type: none"> <li>I. general business updates;</li> <li>II. challenges the business is facing in the industry and methods to address those challenges;</li> <li>III. addressing concerns the Employee group has raised;</li> <li>IV. productivity or quality process improvement suggestions; and</li> <li>V. other general improvements within the workplace.</li> </ul> </li> <li>c) The steering committee will be held on a quarterly basis and be held no</li> </ul>	The Proposed Agreement does not have any comparable terms.

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>less than four times over a 12-month period.</p> <p>d) Unless otherwise agreed, the steering committee will be comprised of a number of employees as agreed between both the Employee group and Employer, to ensure sufficient representation for all service areas of the business.</p> <p>e) Employees on the committee will be provided sufficient time to access the Employees they represent, prior to the steering committee, to prepare for agenda items. Following the steering committee, they will also be provided with appropriate time to report back, where necessary, on issues discussed. The time provided to the Employee representative must be reasonable when taking into consideration the operational requirements of the Employer.</p> <p>f) This committee does not restrict either Party from dealing with issues outside of the steering committee, where appropriate. Furthermore, it is a requirement on both Parties to have attempted to resolve any disputes or concerns through normal business practice.</p>	
<p><i>No equivalent provision.</i></p>	<p><b>20. EMPLOYERS PROPERTY</b></p> <p>a) An Employee must not remove any of the Employer's property without express written authorisation.</p> <p>b) An Employee must not use any of the Employer's property for any purpose other than to perform their duties.</p> <p>c) If an Employee has been given express written authorisation to remove any of the Employer's property, they must immediately return it to the Employer when their employment ends (for any reason) or when the Employer requests that Employee to return it.</p> <p>d) If an Employee does not return the Employer's property to the Employer when they are requested to do so, the Employer may deduct and retain from that Employee's salary or allowances the cost of replacing that property, in line with the requirements under the FW Act.</p> <p>e) For the purpose of this clause, the Employers property includes (without limitation):</p>	<p>The Proposed Agreement does not have any comparable terms.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<ul style="list-style-type: none"> <li>I. the Employer's Confidential Information and other records and Documents;</li> <li>II. personal protective equipment and other protective clothing that is supplied to Employees by the Employer;</li> <li>III. the Employer's vehicles and tools; and</li> <li>IV. any other plant, property and equipment belonging to the Employer.</li> </ul>	
<i>No equivalent provision.</i>	<p><b>22. WORKPLACE SURVEILLANCE</b></p> <ul style="list-style-type: none"> <li>a) Workplace surveillance is carried out pursuant to the Surveillance Devices Act 1998 (WA) on such surveillance. Any information transmitted or received by, but not limited to, the Employee(s) electronic systems, GPS systems and workplace surveillance cameras may be monitored and in appropriate circumstances, blocked.</li> <li>b) The Employees covered by this Agreement consent to the Employer carrying out such surveillance.</li> </ul>	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<p><b>21. CONFIDENTIAL INFORMATION</b></p> <ul style="list-style-type: none"> <li>a) Employees acknowledge that: I. during the employment they will acquire or have access to Confidential Information;</li> <li>II. Confidential Information is the property of the Employer; and</li> <li>III. because of the importance of the Confidential Information to the Employer, the Employer wishes to protect that Confidential Information both during and after the employment.</li> <li>b) Without limiting an Employee's duties at law, at all times during Employment and after the termination of Employment, Employees must: <ul style="list-style-type: none"> <li>I. comply with the Employee(s) Confidential Information Policy, as amended;</li> <li>II. keep Confidential Information confidential;</li> <li>III. take all practicable steps to prevent the unauthorised disclosure or use of Confidential Information by any other person; and</li> </ul> </li> </ul>	The Proposed Agreement does not have any comparable terms.

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	IV. not use any Confidential Information for any purpose other than for the purpose of discharging their obligations to the Employer under this Agreement.	
<i>No equivalent provision.</i>	<b>40. FIRST AID TRAINING</b> a) When mutually agreed with the Employer, Employees shall be trained in basic first aid after completing their probationary period. Any such training shall be conducted by the Company's supplier of choice. b) Where the Employee is an elected OHS Representative they may elect to use a First Aid Training supplier of their choice.	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<b>43. SALARY SACRIFICING</b> a) Salary sacrificing arrangements may be made in accordance with the Employer policy at the time. b) Employees may submit a request in writing to the Human Resources Department to have an additional salary sacrificing option considered by the Employers salary sacrificing provider.	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<b>44. CLOTHING</b> a) Employee clothing will be provided in accordance with Employer Policy	The Proposed Agreement does not have any comparable terms.
<i>No equivalent provision.</i>	<b>45. CHARGE CARDS</b> a) Where an Employee is required to travel to complete duties outside of their standard employment, they will be provided with a charge card or similar financial assistance to cover the out of pocket expenses which arise as a result of the travel. b) Where the Employer is unable to provide assistance the Employee is entitled to submit a reimbursement claim, in line with Employer policy.	The Proposed Agreement does not provide for charge cards to be provided to employees.
<i>No equivalent provisions.</i>	<b>65. ROSTERED DAY OFF</b> a) A Rostered Day Off (RDO) process is available to Employees in the	The Proposed Agreement does not provide for an RDO system.

Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>interest of providing flexibility in the workplace.</p> <p>b) Employees may elect to participate in a RDO process, whereby an RDO accrual is banked in lieu of the Employee receiving payment of their Ordinary Hourly Rate of Pay.</p> <p>I. Where an Employee was entitled to receive a shift penalty rate, in line with this Agreement, they shall not be worse off for accruing their RDO; i.e. where an Employee works eight hours on night shift (which forms part of their Standard Roster) they should receive 7.6 hours at their Ordinary Hourly Rate of Pay, 0.4 RDO accrual and 8 hours shift penalty.</p> <p>c) RDO hours will accrue at the rate of 0.4 hours per every eight hours worked as part of the Employees Standard Roster.</p> <p>I. RDO hours will not accrue on any leave taken.</p> <p>d) An Employee's RDO accrual balance is to be capped at 100 hours. Where an Employees balance exceeds 100 hours, the Employee shall be paid any additional RDO accrual as ordinary hours in the next available pay period.</p> <p>I. An Employee may elect to cash out their RDO balance at any stage through the completion of the RDO cash out form.</p> <p>e) RDO hours may be taken as a part or whole day.</p> <p>f) When an Employee takes an RDO they will receive their Ordinary Hourly Rate of Pay for each hour taken.</p> <p>g) Either party may provide 24 hours' notice of the requirement to take an RDO, unless otherwise agreed.</p> <p>I. The Employer will take both an Employee's preferences and its operational requirements into account when requesting an Employee to take an RDO or when the Employee requests to take an RDO.</p> <p>II. The Employer may reject an Employee request to take an RDO, where that rejection is considered reasonable in regards to the operational requirements of the business.</p> <p>h) A RDO cannot be taken on a Public Holiday, or whilst an Employee is engaged on a temporary assignment which requires them to undertake</p>	



Proposed Agreement	WesTrac Agreement	Additional comments on differences
	<p>work in a different location.</p> <p>i) Employees will be entitled to opt in and out of the RDO process two times per year.</p> <p>I. RDO accrual balances will be paid out in the next available pay period where an Employee opts out.</p> <p><b>66. FLEXIBLE HOURS</b></p> <p>a) The Employer and Employees may mutually agree on Flexible Hours arrangements in accordance with this Agreement.</p> <p>b) Flexible Hours shall accrue at the same rate as the hours worked, hour for hour.</p> <p>c) Employees are required to:</p> <p>I. Mutually agree upon the flexible working arrangement, prior to accruing the flexible hours, with the Employer;</p> <p>II. Accrue the Flexible Hours prior to using the hours; and</p> <p>III. Use any accrued flexible hours within four weeks of accruing the hours.</p> <p>d) An Employee cannot accrue more than one rostered working day. Exceptions can be made in agreement with the Employees manager.</p>	
<p><i>See the discussion of superannuation and redundancy arrangements under clauses 8 and 27 above.</i></p>	<p>Appendix B - Grandfathered Terex Conditions</p> <p><b>69. TEREX GRANDFATHERING ARRANGEMENT</b></p> <p>a) This appendix to the Agreement outlines grandfathered conditions of employment for Terex Employees.</p> <p>b) All conditions of employment for Terex Employees are provided for within the Agreement, except where otherwise stipulated within this appendix. Where conditions provided within the Agreement differ from those contained within this appendix, the conditions within this appendix apply.</p> <p><b>70. TEREX REDUNDANCY WEEKS</b></p> <p>a) Terex Employees will have the below table used when calculating the</p>	<p>The WesTrac Agreement sets out grandfathered conditions for Terex employees.</p>

Proposed Agreement	WesTrac Agreement	Additional comments on differences																								
	<p>amount of weeks' pay due in the event that they are made redundant.</p> <table><tr><th>Period of continuous service</th><th>Redundancy pay</th></tr><tr><td>Less than 1 year</td><td>Nil</td></tr><tr><td>1 year and less than 2 years</td><td>4 weeks' pay</td></tr><tr><td>2 years and less than 3 years</td><td>6 weeks' pay</td></tr><tr><td>3 years and less than 4 years</td><td>7 weeks' pay</td></tr><tr><td>4 years and less than 5 years</td><td>8 weeks' pay</td></tr><tr><td>5 years and less than 6 years</td><td>10 weeks' pay</td></tr><tr><td>6 years and less than 7 years</td><td>12 weeks' pay</td></tr><tr><td>7 years and less than 8 years</td><td>14 weeks' pay</td></tr><tr><td>8 years and less than 9 years</td><td>16 weeks' pay</td></tr><tr><td>9 years and less than 10 years</td><td>18 weeks pay</td></tr><tr><td>10 years and above</td><td>20 weeks pay</td></tr></table> <p><b>71. TEREX SUPERANNUATION</b></p> <p>a) Terex Employees will continue receive grandfathered superannuation payments at a rate of 11.00% of the Employees Ordinary Hourly Rate of Pay for all hours worked as part of the Employees Standard Roster.</p> <p><b>72. TEREX HEALTH INSURANCE SUBSIDY</b></p> <p>a) Terex Employees are entitled to a grandfathered health insurance subsidy payment of \$396.00, paid quarterly</p>	Period of continuous service	Redundancy pay	Less than 1 year	Nil	1 year and less than 2 years	4 weeks' pay	2 years and less than 3 years	6 weeks' pay	3 years and less than 4 years	7 weeks' pay	4 years and less than 5 years	8 weeks' pay	5 years and less than 6 years	10 weeks' pay	6 years and less than 7 years	12 weeks' pay	7 years and less than 8 years	14 weeks' pay	8 years and less than 9 years	16 weeks' pay	9 years and less than 10 years	18 weeks pay	10 years and above	20 weeks pay	
Period of continuous service	Redundancy pay																									
Less than 1 year	Nil																									
1 year and less than 2 years	4 weeks' pay																									
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6 years and less than 7 years	12 weeks' pay																									
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8 years and less than 9 years	16 weeks' pay																									
9 years and less than 10 years	18 weeks pay																									
10 years and above	20 weeks pay																									
See the discussion of remuneration arrangements under clause 7 above.	<b>Appendix C - Grandfathered Wages Conditions</b>	The WesTrac Agreement sets out grandfathered conditions																								

Proposed Agreement	WesTrac Agreement	Additional comments on differences																																				
	<p><b>Wages Employee</b> means an Employee engaged under a wages contract arrangement grandfathered by the Employer, which entitles that Employee to receive some grandfathered conditions as per Appendix C- Grandfathered Wages Conditions</p> <p><b>73. WAGES GRANDFATHERING ARRANGEMENT</b></p> <p>a) This appendix to the Agreement outlines grandfathered conditions of employment for Wages Employees.</p> <p>b) All conditions of employment for Wages Employees are provided for within the Agreement, except where otherwise stipulated within this appendix. Where conditions provided within the Agreement differ from those contained within this appendix, the conditions within this appendix apply.</p> <p>c) A Wages Employee may elect in writing to transition to all conditions of employment provided for within the Agreement and forgo any grandfathered conditions outlined within this appendix.</p> <p>I. In the event of an Employee electing to undertake this transition, the Employee may not elect to transfer back to a wages contract.</p> <p><b>74. WAGES CLASSIFICATION STRUCTURE</b></p> <p>a) The Base Rates of Pay associated to Wages Employees are outlined below</p> <table><tr><th>Classification</th><th>Classification level</th><th>Base Hourly Rate of Pay under Previous Agreement</th><th>Base Hourly Rate of Pay at commencement of agreement</th><th>Base Hourly rate of pay at January 2020</th><th>Base Hourly Rate of Pay at January 2021</th></tr><tr><td>Qualified tradesperson</td><td>Base</td><td>\$29.55</td><td>\$30.44</td><td>\$31.35</td><td>\$32.29</td></tr><tr><td></td><td>Merit 1</td><td>\$30.64</td><td>\$31.56</td><td>\$32.51</td><td>\$33.48</td></tr><tr><td></td><td>Merit 2</td><td>\$32.33</td><td>\$33.30</td><td>\$34.30</td><td>\$35.33</td></tr><tr><td></td><td>Merit 3</td><td>\$33.46</td><td>\$34.46</td><td>\$35.50</td><td>\$36.56</td></tr><tr><td></td><td>Merit 4</td><td>\$34.58</td><td>\$35.62</td><td>\$36.69</td><td>\$37.79</td></tr></table>	Classification	Classification level	Base Hourly Rate of Pay under Previous Agreement	Base Hourly Rate of Pay at commencement of agreement	Base Hourly rate of pay at January 2020	Base Hourly Rate of Pay at January 2021	Qualified tradesperson	Base	\$29.55	\$30.44	\$31.35	\$32.29		Merit 1	\$30.64	\$31.56	\$32.51	\$33.48		Merit 2	\$32.33	\$33.30	\$34.30	\$35.33		Merit 3	\$33.46	\$34.46	\$35.50	\$36.56		Merit 4	\$34.58	\$35.62	\$36.69	\$37.79	for wages employees.
Classification	Classification level	Base Hourly Rate of Pay under Previous Agreement	Base Hourly Rate of Pay at commencement of agreement	Base Hourly rate of pay at January 2020	Base Hourly Rate of Pay at January 2021																																	
Qualified tradesperson	Base	\$29.55	\$30.44	\$31.35	\$32.29																																	
	Merit 1	\$30.64	\$31.56	\$32.51	\$33.48																																	
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	Merit 3	\$33.46	\$34.46	\$35.50	\$36.56																																	
	Merit 4	\$34.58	\$35.62	\$36.69	\$37.79																																	

Proposed Agreement	WesTrac Agreement						Additional comments on differences
		Merit 5	\$35.99	\$37.07	\$38.18	\$39.33	
		Merit 6	\$37.78	\$38.91	\$40.08	\$41.28	
	b) In the event that an Employee elects to transition off of a wages contract, in line with 73.c., their rates of pay will be transferred in line with the below table.						
	Wages Contract Classification		Agreement Classification				
	Classification	Classification level	Classification	Classification level			
	Qualified tradesperson	Base	Tradesperson	Base			
		Merit 1		Step 2			
		Merit 2		Step 4			
		Merit 3		Step 5			
		Merit 4		Step 6			
		Merit 5		Step 8			
		Merit 6		Step 10			
	<b>75. WAGES PERFORMANCE REVIEW</b>						
	a) A Wages Employee may request, not more than once in any three-month period, to sit a merit examination and the Employer shall permit the Employee to sit the examination where, in the opinion of the Employer, the Employee meets the requirements of the current merit level under which the Employee is currently paid.						
	b) A Wages Employee may also be reclassified in conjunction with the Employee's performance review, which the Employer will conduct annually.						
	<b>76. WAGES LOCATION ALLOWANCE</b>						
	a) Subject to the provisions of the location allowance clause contained within the Agreement a Wages Employee who permanently resides and performs work in the following locations will be paid an all-purpose weekly location						

Proposed Agreement	WesTrac Agreement	Additional comments on differences																						
	<p>allowance as prescribed below.</p> <table><tr><td>Location</td><td>Allowance</td></tr><tr><td>Bunbury / Geraldton</td><td>\$12.50</td></tr><tr><td>Kalgoorlie</td><td>\$54.00</td></tr><tr><td>Northwest / Pilbara</td><td>\$72.00</td></tr></table> <p><b>WAGES FIELD SERVICE ALLOWANCE</b></p> <p>a) Field Service Employees appointed in writing as such by the Employer, and employed on a Wages Contract, will be paid an all-purpose Field Service Allowance for each hour worked. An Employee's entitlement under this clause shall be determined by the zone in which they reside, in accordance with 77.b.</p> <table><tr><td>Location</td><td>Allowance</td></tr><tr><td>Metropolitan region (zones 5- 7, 10-21)</td><td>\$2.40 per hour</td></tr><tr><td>South-west region (zones 8- 9)</td><td>\$2.70 per hour</td></tr><tr><td>All other regions</td><td>\$2.90 per hour</td></tr></table> <p>b) Zones are outlined below:</p> <table><tr><td>1.</td><td>Broome, Cocos/ Christmas Islands, Derby - West Kimberley, Halls Creeks and Wyndham – East Kimberley.</td></tr><tr><td>2.</td><td>Ashburton, East Pilbara, Port Headland and Roeboume</td></tr><tr><td>3.</td><td>Carnamah, Camarvon, Chapman Valley, Coorow, Cue, Exmouth, Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Mullewa, Northampton, Perenjori, Shark Bay, Three Springs, Upper Gascoyne, Wiluna and Yalgoo.</td></tr></table>	Location	Allowance	Bunbury / Geraldton	\$12.50	Kalgoorlie	\$54.00	Northwest / Pilbara	\$72.00	Location	Allowance	Metropolitan region (zones 5- 7, 10-21)	\$2.40 per hour	South-west region (zones 8- 9)	\$2.70 per hour	All other regions	\$2.90 per hour	1.	Broome, Cocos/ Christmas Islands, Derby - West Kimberley, Halls Creeks and Wyndham – East Kimberley.	2.	Ashburton, East Pilbara, Port Headland and Roeboume	3.	Carnamah, Camarvon, Chapman Valley, Coorow, Cue, Exmouth, Geraldton, Irwin, Meekatharra, Mingenew, Morawa, Mount Magnet, Mullewa, Northampton, Perenjori, Shark Bay, Three Springs, Upper Gascoyne, Wiluna and Yalgoo.	
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	4. Coolgardie, Dun~as. Esperance, Kalgoorlie Boulder, Laverton, Leonora, Menzies, Ravensthorpe, Sandstone, Westonia and Yilgarn	
	5. Chittering, Dalwallinu, Gingin, Koorda, Moora, Toodyay, Victoria Plains and Wongan-Ballidu	
	6. Cunderdin, Dowerin, Goomalling, Kellerberrin, Merredin, Mount Marshall, Mukinbudin, Tammin, Trayning and Wyalkatchem	
	7. Beverly, Brookton, Bruce Rock, Corrigin, Corrogin, Cuballing, Kondinin, Kulin, Narembeen, Narrogin, Northam, Pingelly, Quairading, Wickpin and York.	
	8. Albany, Broomhill, Cranbrook, Denmark., Dumbelyung, Gnowangerup, Jerramungup, Katanning, Kent, Kojonup, Lake Grace, Plantagenet, Tambellup, Wagin, Williams and Woodanilling	
	9. Augusta/ Margaret River, Beddington, Boyup Brook , Bridgetown/Greenbushes, Sunbury, Busselton, Capel, Collie, Dardanup, Donnybrook/Ballingup, Harvey, Manjimup, Murray, Nannup, Waroona and West Arthur	
	10. Wanneroo	
	11. Swan	
	12. Mundaring	
	13. Armadale and Kalamunda	
	14. Canning, Gosnells, South Perth and Victoria Park	
	15. Serpentine/ Jarrahdale	
	16. Mandurah and Rockingham	
	17. Cockburn and Kwinana	
	18. East Fremantle, Fremantle and Melville	
	19. Bassendean, Bayswater and Belmont	
	20. Cambridge, Claremont, Cottesloe, Mosman Park, Nedlands, Stirling, Subiaco and Vincent	

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	<div data-bbox="887 354 1756 400"> <div>21.</div> <div>Perth</div> </div> <p><b>WAGES LEADING HAND ALLOWANCE</b></p> <p>a) Wages Employees who are appointed in writing to act as a Leading Hand shall be entitled to receive a 7.00% leading hand allowance as a part of their Ordinary Hourly Rate of Pay.</p> <p><b>79. WAGES TOOLING ALLOWANCE</b></p> <p>a) Wages Employees will receive a tooling allowance of \$12.50 per week.</p> <p>I. Employees must provide their own hand tools in accordance with the Employer's applicable policy, located on the intranet and can be obtained from Human Resources.</p> <p>II. An Employee may choose to have their toolbox insured in accordance with the Employer's applicable policy.</p> <p><b>80. WAGES MEAL ALLOWANCE</b></p> <p>Where a Wages Employee completes three hours overtime in addition to their Standard Roster for that day they will be eligible to receive a meal allowance of \$13.90.</p> <p><b>81. WAGES OVERTIME</b></p> <p>a) Where a Wages Employee works more than their agreed minimum number of hours per day:</p> <p>I. for all hours worked up to and including the hours that make up their Standard Roster in a day, the Employee will be paid at their Ordinary Hourly Rate of Pay;</p> <p>II. for the first two hours worked thereafter the Employee will receive an additional 50.00% overtime penalty loading (time and a half applied to the Employee's Base Hourly Rate of Pay; then</p> <p>III. for every hour thereafter the Employee will receive an additional 100.00% overtime penalty loading (double time) applied to the Employee's Base Hourly Rate of Pay.</p> <p>b) Where a Wages Employee works the major portion of their shift on a Saturday, Sunday or Public Holiday, the Employee shall be paid as</p>	

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	<p>follows:</p> <p>I. Saturday; the Employee shall receive;</p> <p>i. an additional 50.00% overtime penalty rate (time and a half overtime penalty loading applied to their Base Hourly Rate of Pay for the first two hours; and</p> <p>ii. an additional 100.00% overtime penalty rate (double time) applied to their Base Hourly Rate of Pay, thereafter.</p> <p>II. Sunday; the Employee shall receive an additional 100.00% overtime penalty rate (double time) applied to their Base Hourly Rate of Pay for each hour worked.</p> <p>III. Public Holidays; the Employee shall receive an additional 150.00% overtime penalty rate (double time and a half applied to their Base Hourly Rate of Pay for each hour worked.</p> <p><b>82. WAGES ANNUAL LEAVE LOADING</b></p> <p>a) Wages Employees will receive 17.5% leave loading.</p>	