

## Comparison of the Proposed Agreement and Yandi Operations Agreement 2013

### Purpose

The table below summarises and explains the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) as compared with the *Yandi Operations Agreement 2013* (**Yandi Agreement**). The table below is intended to assist in understanding how the conditions contained in the Yandi 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	Yandi Agreement	Additional comments on differences
<p>1. <b>TITLE</b></p> <p>This agreement will be known as the <i>Operations Services Maintenance Agreement</i> ("<b>Agreement</b>").</p>	<p><b>1 Title</b></p> <p>This agreement will be known as the Yandi Operations Agreement 2013.</p>	
<p>2. <b>COVERAGE</b></p> <p>2.1 This Agreement shall cover:</p> <p>(a) OS ACPM Pty Ltd (ACN 623 848 895) ("<b>the Company</b>"); and</p> <p>(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 ("Employees"). "Mining operation" in this clause includes Port operations in Western Australia which service mining operations.</p> <p>(c) Any union covered by this agreement pursuant to section 183 of the Fair Work Act 2009 (Cth) ("<b>FW Act</b>").</p>	<p><b>2 Coverage</b></p> <p>This agreement shall cover:</p> <p>(a) BHP Billiton WAIO Pty Ltd (ACN 008 852 784) (Company); and</p> <p>(b) employees of the Company engaged in the classifications set out in Schedule 1 to this agreement who are engaged at Yandi Operations (Employees).</p>	<p>The Proposed Agreement only covers maintenance Employees. The Yandi Agreement has both production and maintenance classifications.</p>
<p>3. <b>RELATIONSHIP WITH OTHER INSTRUMENTS AND THE NATIONAL EMPLOYMENT STANDARDS</b></p> <p>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).</p> <p>3.2 While this Agreement operates in relation to an Employee, no other industrial instrument shall have effect in relation to the Employee.</p> <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</p>	<p><b>3 Safety Net Agreement</b></p> <p>(a) Each employee covered by this agreement has a contract of employment which provides more favourable terms and conditions.</p> <p>(b) The Company will continue to pay those more favourable terms and conditions. This agreement merely underpins them and provides minimum safety net terms and conditions. Salary will be reviewed and adjusted annually under the Company's salary review policy as usual.</p> <p>(c) The contracts of employment are not part of this agreement.</p> <p><b>9 Policies</b></p> <p>(a) The Company has in place policies, procedures</p>	<p>The Proposed Agreement includes a NES precedence clause. If the Yandi Agreement applied, it does not contain a NES precedence term, however the NES still provides the minimum for employees covered by the Yandi Agreement.</p> <p>The Proposed Agreement incorporates specified policies although some are only incorporated for the term of the Agreement (this is discussed further where relevant to particular clauses of the Proposed Agreement). If the Yandi Agreement applied, the policies, procedures and guidelines can be amended from time to time and are not incorporated into the Agreement.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>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>and guidelines as amended or introduced from time to time.</p> <p>(b) Employees are required to familiarise themselves with and comply with those policies, procedures and guidelines that apply to their employment.</p> <p>(c) The policies, procedures and guidelines are not incorporated into the Agreement and do not create any obligations upon the Company or any enforceable rights for any employee.</p> <p><b>16 No further claims</b></p> <p>(a) While this agreement is in operation, no other industrial instrument shall have effect in relation to the Employees.</p> <p>[...]</p>	
<p>4. <b>TERM OF AGREEMENT</b></p> <p>4.1 This Agreement will commence operation seven days after the Agreement is approved by the Fair Work Commission ("FWC").</p> <p>4.2 The term of the Agreement ends on the nominal expiry date of the Agreement which will be four years after the date on which the FWC approves the Agreement.</p> <p>4.3 The Agreement will continue to operate past the term of the Agreement until terminated, or replaced by another agreement.</p>	<p><b>4 Term and operation of agreement</b></p> <p>(a) This agreement will commence operating seven days after the date on which Fair Work Australia approves it.</p> <p>(b) It shall remain in force for four years from that time and will continue to operate past that date (the nominal expiry date) until it is terminated or replaced by another agreement.</p>	<p>The nominal term of the Yandi Agreement has passed the nominal expiry date. If the Proposed Agreement is approved by the FWC, it will replace the Yandi Agreement and the Yandi Agreement will not apply.</p>
<p>5. <b>TYPE OF EMPLOYMENT</b></p> <p>5.1 Employees may be engaged under this Agreement as Full Time Employees or Part Time Employees.</p> <p>5.2 A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows:</p> <p>(a) in the case of an Employee to whom the <i>Black Coal Mining Industry Award 2020</i> would have applied but for</p>	<p><b>8 Employment conditions</b></p> <p>(a) Employees may be engaged on a full time, part time or casual basis, permanently or for a fixed or maximum term or specified task.</p> <p>(b) Part time Employees will receive pro rata leave and other entitlements.</p> <p>(c) Casual Employees will be paid an additional loading of 25% of their Base Salary. This loading is paid instead of</p>	<p>The Proposed Agreement provides all time worked in excess of the rostered hours for employees is paid for at the rates prescribed in clause 7.11. The Yandi Agreement does not have this provision.</p> <p>The Proposed Agreement does not include casual employment, whereas the Yandi</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>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>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</p>	<p>annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.</p> <p><b>6 Rostered hours of work</b></p> <p>6.1 Usual rostered hours</p> <p>(a) The Company expects that usually an employee's work will be completed in their rostered hours.</p> <p>(b) The currently applicable rostered hours of work are an average of 58.5 hours per week including handovers. These rostered hours are inclusive of an average of 38 nominal ordinary hours and regular additional hours each week.</p>	<p>Agreement does provide for casual employment.</p> <p>The Proposed Agreement provides for a weekly average of 38 ordinary hours averaged over a 6-month period (or 35 ordinary hours averaged over a roster cycle in the case of Coal Employees). If the Yandi Agreement applied it provides for an average of 38 nominal ordinary hours per week for a full time employee.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>redundancy pay on expiry of the fixed term or completion of the specified task, unless required by the FW Act.</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>(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</p>	<p><b>8 Employment conditions</b></p> <p>[...]</p> <p>(d) Employees are required to undertake all duties as directed by the Company that are within their skill and competence in accordance with safe working practices.</p> <p>(e) Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company and teach work skills to others as required.</p> <p><b>7 Location of work</b></p> <p>Organisational requirements may necessitate Employees transferring to other positions, operations or locations.</p> <p>Reasonable notice will be provided in these circumstances and terms and conditions of employment will be reviewed in light of any change in responsibilities but will remain at least as beneficial as set out in this Agreement.</p>	<p>The Proposed Agreement provides that:</p> <ul style="list-style-type: none"> <li>all Employees covered by the Proposed Agreement work at deployments within a hub as directed by the Company from time to time;</li> <li>transfer between hubs will be made only with agreement with the employee; and</li> <li>unless otherwise agreed, 28 days' notice will be given where an Employee is required to change deployment within their hub.</li> </ul> <p>This means that employees can be moved to different workplaces within a hub (upon the provision of 28 days' notice) and if the need for work at one site in the hub decreases or comes to an end, and the Company can provide work at another site in the hub, the Company can move employees to where it has work in the hub.</p> <p>It is the Company's position that if a need for work at one mining operation in the hub is coming to an end, and the Company can provide work at another mining operation in the hub, the Company can move you to where it has work in the hub and if this occurs your employment is not terminated by the Company. In these circumstances it is the Company's position that no redundancy pay would be payable if you decide to end your employment rather than continue your</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences												
<p>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>employment with the Company in the other location.</p> <p>If the Yandi Agreement applied:</p> <ul style="list-style-type: none"><li>• Employees can be transferred to other positions, operations or locations with the business;</li><li>• movement between locations or positions will be made with reasonable notice.</li></ul>												
<p>6.            <b>DUTIES</b></p> <p>...</p> <p>6.6      Classifications</p> <p>(a) Employees will be placed in one of the following classifications:</p> <p>(i) Apprentices: completing an apprenticeship in a trade qualification;</p> <p>(ii) Non-trade qualified roles being: roles that do not require a trade qualification, other than employees employed as Service Person – Tyre Fitter including:</p> <p>        (A) Service Person Maintenance;</p> <p>        (B) Maintenance Associate;</p> <p>        (C) Service Support Technician; and</p> <p>        (D) Other non-trade qualified roles (Fixed Plant, Light Vehicles, Mobile &amp; Field Maintenance).</p> <p>(iii) Maintenance Technician 1 (trade qualified) and Service Person – Tyre Fitter:</p> <p>        (A) Tradespersons employed to spend most of their time performing Light Vehicle Maintenance &amp; Repairs;</p> <p>        (B) Tradespersons who have less than 2 years' experience in the trade qualification required for their role.</p>	<p>[Note: only maintenance classifications are reproduced in this table]</p> <p><b>Schedule 1</b></p> <p><b>1 Classifications and Base Salaries</b></p> <p>The Base Salary for each classification is set out below. Employees will be placed in the classification relevant to their responsibilities. This placement does not limit the duties an Employee may be required to perform as set out in clause 5 of this agreement. The classification an Employee holds will be reviewed where the responsibilities of the Employee change on an ongoing basis.</p> <table><tr><th>Role Type</th><th>Example Iron Roles</th><th>Reference Levels</th><th>Minimum Base Salary</th></tr><tr><td colspan="4"><b>Maintenance</b></td></tr><tr><td>Maintenance – Non Trade Qualified</td><td>Support Service Technician   Lifting Services Technician   Scaffolding</td><td>Level 1 Level 2 Level 3</td><td>\$75,092</td></tr></table>	Role Type	Example Iron Roles	Reference Levels	Minimum Base Salary	<b>Maintenance</b>				Maintenance – Non Trade Qualified	Support Service Technician   Lifting Services Technician   Scaffolding	Level 1 Level 2 Level 3	\$75,092	<p>As noted above, the Yandi Agreement has both production and maintenance classifications. The Proposed Agreement only covers maintenance Employees.</p>
Role Type	Example Iron Roles	Reference Levels	Minimum Base Salary											
<b>Maintenance</b>														
Maintenance – Non Trade Qualified	Support Service Technician   Lifting Services Technician   Scaffolding	Level 1 Level 2 Level 3	\$75,092											

Proposed Agreement	Yandi Agreement				Additional comments on differences
<p>(C) Non-trade qualified employees employed as Service Person – Tyre Fitter.</p> <p>(iv) Maintenance Technician 2 (trade qualified): Tradespersons (other than those performing predominately Light Vehicle Maintenance &amp; Repairs) who have 2 or more years' experience in the trade qualification required for their role.</p> <p>(b) Trade qualified experience includes experience in the trade 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>		Technician   Technician Lubrication   Lifting Services Technician	Level 4 Level 5 Level 5A		
	Maintenance – Trade Qualified	Engineering Technician Electrical   Engineering Technician Mechanical   Engineering Technician Mechanical (BMW)   Maintenance Technician   Communications Technician   Engineering Technician (Plumbing)   Engineering Technician (Refrigeration)   Technician Condition Monitoring	Level 3 Level 4 Level 4A Level 5 Level 5A Level 6 Level 6A	\$88,210	
	Maintenance – Senior Technician	Engineering Technician Electrical   Engineering Technician Mechanical   Engineering Technician BMW	Level 7 Level 8	\$96,000	

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>7. <b>REMUNERATION</b></p> <p>7.1 Employees will be paid a minimum annual salary for their roster, hub and classification ("<b>Minimum Annual Salary</b>") in accordance with Appendix 1.</p> <p>7.2 The Minimum Annual Salary includes compensation for:</p> <p>(a) all allowances unless otherwise prescribed by this Agreement, disabilities and skills; and</p> <p>(b) any other loadings, penalties, overtime or other payments that would have been applicable to rostered hours in the applicable roster under the relevant modern award (being the modern award that would have applied to that Employee if this Agreement did not apply). This includes compensation for working on rosters which cover weekends, public holidays, and day/afternoon/night shifts except where expressly provided for in this Agreement.</p> <p>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 roster</p>	<p><b>5 Remuneration</b></p> <p><b>5.1 Total salary</b></p> <p>(a) Employees will be paid an annualised salary (Total Salary).</p> <p>(b) The Total Salary is the sum of an Employee's Base Salary, Work Allowance and Night Shift Allowance (if applicable). These are set out in Schedule 1 to this Agreement. An Employee's Total Salary is set to reflect all of the requirements of the job including rostered hours, consideration for unscheduled additional hours required from time to time based on the Employee's position and consideration for all aspects of working at site operations. It also takes into account the Employee's skills, experience and training, compensation for working on shift rosters which cover public holidays, night shift and any other applicable allowances or payments.</p> <p><b>5.2 Apprentices and trainees</b></p> <p>Apprentices and trainees will be paid at least the amounts prescribed in the relevant modern award.</p> <p><b>17 Better off overall test</b></p> <p>It is the intention that the provisions of this agreement will, in the case of every employee covered by it, exceed those prescribed under the relevant modern award and the National Employment Standards.</p> <p><b>Schedule 1</b></p> <p><b>1 Classifications and Base Salaries</b></p> <p>The Base Salary for each classification is set out below. Employees will be placed in the classification relevant to their responsibilities. This placement does not limit the duties an Employee may be required to perform as set out in clause 5 of this agreement. The classification an Employee holds will be reviewed where the responsibilities of the Employee change on an ongoing basis.</p>	<p>Under the Proposed Agreement, the Minimum Annual Salaries are contained in Appendix 1. This includes compensation for allowances (except for night shift allowance and other allowance 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>If the Yandi Agreement applied, it provides salaries for specific positions and rosters as stated in Schedule 1 to the Yandi Agreement. It also provides for rosters of 14D7O and 7D7N7O, a Work Allowance equal to 32.5% of an Employee's Base Salary and Night Shift Allowance equal to 3% of an Employee's Base Salary. The Yandi Agreement states in clause 6.3 that if new rosters are introduced the Work Allowance paid in respect of that roster will be calculated using the same principles used to calculate the existing Work Allowances in the Yandi Agreement.</p> <p>If the Yandi Agreement applied, apprentices would be paid in accordance with the relevant modern award. Under the Proposed Agreement these Employees would be paid not less than the Minimum Annual Salary.</p>



Proposed Agreement	Yandi Agreement	Additional comments on differences																
<p>and in operation immediately prior to commencement of this Agreement.</p> <p>7.6 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>	<table><tr><th>Role Type</th><th>Example Iron Roles</th><th>Reference Levels</th><th>Minimum Base Salary</th></tr><tr><td colspan="4">Maintenance</td></tr><tr><td>Maintenance – Non Trade Qualified</td><td>Support Service Technician   Lifting Services Technician   Scaffolding Technician   Technician Lubrication   Lifting Services Technician</td><td>Level 1 Level 2 Level 3 Level 4 Level 5 Level 5A</td><td>\$75,092</td></tr><tr><td>Maintenance – Trade Qualified</td><td>Engineering Technician Electrical   Engineering Technician Mechanical   Engineering Technician Mechanical (BMW)   Maintenance Technician   Communications Technician   Engineering Technician (Plumbing)   Engineering Technician (Refrigeration)   Technician</td><td>Level 3 Level 4 Level 4A Level 5 Level 5A Level 6 Level 6A</td><td>\$88,210</td></tr></table>	Role Type	Example Iron Roles	Reference Levels	Minimum Base Salary	Maintenance				Maintenance – Non Trade Qualified	Support Service Technician   Lifting Services Technician   Scaffolding Technician   Technician Lubrication   Lifting Services Technician	Level 1 Level 2 Level 3 Level 4 Level 5 Level 5A	\$75,092	Maintenance – Trade Qualified	Engineering Technician Electrical   Engineering Technician Mechanical   Engineering Technician Mechanical (BMW)   Maintenance Technician   Communications Technician   Engineering Technician (Plumbing)   Engineering Technician (Refrigeration)   Technician	Level 3 Level 4 Level 4A Level 5 Level 5A Level 6 Level 6A	\$88,210	
Role Type	Example Iron Roles	Reference Levels	Minimum Base Salary															
Maintenance																		
Maintenance – Non Trade Qualified	Support Service Technician   Lifting Services Technician   Scaffolding Technician   Technician Lubrication   Lifting Services Technician	Level 1 Level 2 Level 3 Level 4 Level 5 Level 5A	\$75,092															
Maintenance – Trade Qualified	Engineering Technician Electrical   Engineering Technician Mechanical   Engineering Technician Mechanical (BMW)   Maintenance Technician   Communications Technician   Engineering Technician (Plumbing)   Engineering Technician (Refrigeration)   Technician	Level 3 Level 4 Level 4A Level 5 Level 5A Level 6 Level 6A	\$88,210															

Proposed Agreement		Yandi Agreement				Additional comments on differences															
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 the Agreement</b>																				
(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:																				
(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:																				
<table><tr><th>Employee type</th><th>Minimum Hourly Roster Rate for calculation of Minimum Annual Salary for new rosters</th></tr><tr><td>An Employee to whom the BCMI Award would have applied but for the operation of this Agreement</td><td>The Minimum Hourly Roster Rate in Appendix 1 for the Queensland Hub roster – 7 Days on, 7 Days off (12.5-hour shifts) by relevant classification and year</td></tr><tr><td>Any Employee to whom the Mining Industry Award would have applied but for the operation of this Agreement, except those in the South Australia Hub</td><td>The Minimum Hourly Roster Rate in Appendix 1 for the Western Australia Hub roster -7 Days on, 7 Days off (12.5-hour shifts) – by relevant classification and year</td></tr><tr><td>Any Employee to whom the Mining Industry Award would have</td><td>The Minimum Hourly Roster Rate in Appendix 1 for the South Australia hub – 7</td></tr></table>		Employee type	Minimum Hourly Roster Rate for calculation of Minimum Annual Salary for new rosters	An Employee to whom the BCMI Award would have applied but for the operation of this Agreement	The Minimum Hourly Roster Rate in Appendix 1 for the Queensland Hub roster – 7 Days on, 7 Days off (12.5-hour shifts) by relevant classification and year	Any Employee to whom the Mining Industry Award would have applied but for the operation of this Agreement, except those in the South Australia Hub	The Minimum Hourly Roster Rate in Appendix 1 for the Western Australia Hub roster -7 Days on, 7 Days off (12.5-hour shifts) – by relevant classification and year	Any Employee to whom the Mining Industry Award would have	The Minimum Hourly Roster Rate in Appendix 1 for the South Australia hub – 7	<table><tr><td></td><td>Condition Monitoring</td><td></td><td></td></tr><tr><td>Maintenance – Senior Technician</td><td>Engineering Technician Electrical   Engineering Technician Mechanical   Engineering Technician BMW</td><td>Level 7 Level 8</td><td>\$96,000</td></tr></table> <b>2 Work Allowance and Night Shift Allowance</b> For the currently applicable rosters of 14D7O and 7D7N7O, the: <ul style="list-style-type: none"><li>• Work Allowance is an amount equal to 32.5% of an Employee's Base Salary; and</li><li>• Night Shift Allowance is an amount equal to 3% of an Employee's Base Salary.</li></ul>					Condition Monitoring			Maintenance – Senior Technician	Engineering Technician Electrical   Engineering Technician Mechanical   Engineering Technician BMW	Level 7 Level 8	\$96,000
Employee type	Minimum Hourly Roster Rate for calculation of Minimum Annual Salary for new rosters																				
An Employee to whom the BCMI Award would have applied but for the operation of this Agreement	The Minimum Hourly Roster Rate in Appendix 1 for the Queensland Hub roster – 7 Days on, 7 Days off (12.5-hour shifts) by relevant classification and year																				
Any Employee to whom the Mining Industry Award would have applied but for the operation of this Agreement, except those in the South Australia Hub	The Minimum Hourly Roster Rate in Appendix 1 for the Western Australia Hub roster -7 Days on, 7 Days off (12.5-hour shifts) – by relevant classification and year																				
Any Employee to whom the Mining Industry Award would have	The Minimum Hourly Roster Rate in Appendix 1 for the South Australia hub – 7																				
	Condition Monitoring																				
Maintenance – Senior Technician	Engineering Technician Electrical   Engineering Technician Mechanical   Engineering Technician BMW	Level 7 Level 8	\$96,000																		

Proposed Agreement		Yandi Agreement	Additional comments on differences
<div> <div> applied but for the operation of this Agreement and who is employed in the SA Hub </div> <div> Days on, 7 Days off (12.5-hour shifts) – by relevant classification and year </div> </div>			
<p>And</p> <p>(ii) at least 5% higher than the amount an employee would be entitled to receive for working on the new roster if the relevant modern award applied to that employee, being:</p> <p>(A) in the case of an Employee to whom the BCMI Award would have applied but for the operation of this Agreement, the BCMI Award as at the date the definite decision to introduce the new roster is announced to Employees; and</p> <p>(B) in the case of an Employee to whom the Mining Industry Award would have applied but for the operation of this Agreement, the Mining Industry Award as at the date the definite decision to introduce the new roster is announced to Employees.</p> <p>(iii) Once commenced, be subject to any applicable minimum salary increases set out in clause 7.6 of this Agreement.</p> <p>(b) The Minimum Hourly Roster Rate for any Minimum Annual Salary introduced in accordance with this clause will be calculated by dividing the Minimum Annual Salary by the total rostered hours for the relevant roster pattern.</p>			

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>(c) A part-time employee will be paid on a pro rata basis in accordance with the clause 5.3(c).</p> <p>(d) This subclause 7.8 does not apply to individual flexibility arrangements entered into under clause 23 of this Agreement.</p> <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</p>	<p>5 Remuneration</p> <p>5.1 Total Salary</p> <p>(a) Employees will be paid an annualised salary (Total Salary).</p> <p>(b) The Total Salary is the sum of an Employee's Base Salary, Work Allowance and Night Shift Allowance (if applicable). These are set out in Schedule 1 to this agreement. An Employee's Total Salary is set to reflect all of the requirements of the job including rostered hours, consideration for unscheduled additional hours required from time to time based on the Employee's position and consideration for all aspects of working at site operations It also takes into account the Employee's skills, experience and training, compensation for working on shift rosters which cover public holidays, night shift and any other applicable allowances or payments.</p> <p>(c) Employees will be paid base salary and all applicable</p>	<p>Both the Proposed Agreement and the Yandi Agreement contain a night shift allowance which is 3% of the Employee's base salary/minimum annual salary.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>employee was entitled to night shift allowance immediately before being transferred to a 'safe job' or commencing 'no safe job leave' prior to commencing parental leave (clause 14);</p> <p>(vi) long service leave (clause 15);</p> <p>(vii) paid leave to deal with family and domestic violence (clause 15);</p> <p>(viii) paid community service leave (clause 16);</p> <p>(ix) stand aside with pay (clause 21);</p> <p>(x) leave to attend workplace delegate training (clause 24.8);</p> <p>(xi) redundancy (clause 27);</p> <p>(xii) payment in lieu of notice of termination of employment (clause 28).</p> <p>(c) If an Employee stops working night shift, the Night Shift Allowance will cease to be paid.</p> <p>(d) Night Shift Allowance is calculated on a pro rata basis for Part Time Employees in accordance with clause 5.3(c).</p>	<p>allowances during periods of paid leave and training.</p> <p>Schedule 1</p> <p>2 Work Allowance and Night Shift Allowance</p> <p>For the currently applicable rosters of 14070 and 707N70, the: Work Allowance is an amount equal to 32.5% of an Employee's Base Salary; and Night Shift Allowance is an amount equal to 3% of an Employee's Base Salary.</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 un- rostered 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><i>No equivalent provision.</i></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 for unrostered overtime on public holidays.</p> <p>There is no equivalent provision in the Yandi Agreement.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>7.12 Where un-rostered overtime work is necessary it must be arranged so that Employees have at least 10 consecutive hours break between work on successive shifts.</p> <p>7.13 In calculating overtime, each shift is to be treated separately.</p> <p>7.14 <b>Call back</b></p> <p>(a) An Employee who is recalled to work overtime after leaving the workplace (whether the Employee was notified before or after leaving the workplace) will be paid for at least four hours work at the rate under clause 7.11(a), for each time the Employee is recalled.</p> <p>(b) The provisions of sub-clause (a) do not apply in the following cases:</p> <p>(i) where it is customary for an Employee to return to the workplace to perform a specific job outside of the Employee's ordinary working hours; or</p> <p>(ii) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.</p> <p>(c) Overtime worked on a call back of less than four hours will not be regarded as overtime for the purposes of a rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p> <p>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>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
(b) The Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.		
<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>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>5.1 Remuneration</p> <p>(c) Employees will be paid base salary and all applicable allowances during periods of paid leave and training.</p> <p>(d) Employees will be paid fortnightly in arrears, directly into their nominated account.</p> <p>(e) Employees may elect to salary sacrifice as provided for by Company policies (as amended from time to time) eg. novated leasing. Where an Employee elects to salary sacrifice, their Total Salary will be reduced according to the agreed arrangement.</p> <p>(f) Eligible Employees may, at the sole discretion of the Company, participate in any Company incentive scheme 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><b>8 Employment conditions</b></p> <p>(g) Where an overpayment of wages or entitlements has occurred, Employees must repay the overpayment within a reasonable period of time. Where the overpayment is not repaid within a reasonable period of time, the Company shall be entitled to deduct and retain any overpayments from the Employee's pay, including from termination payments, to the fullest extent permitted by law.</p>	<p>Both Agreements provide for fortnightly pay and both Agreements recognize that employees may be eligible to participate in incentive schemes.</p> <p>The Yandi Agreement allows for Employees to salary sacrifice in accordance with Company policies.</p> <p>The Yandi Agreement has a clause providing for repayment and deductions in relation to overpayments of wages and entitlements. There is no equivalent provision in the Proposed Agreement.</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	<p>10.2 Personal/Carer's Leave</p> <p>...</p> <p>(d) Where an Employee has exhausted his or her accrued paid personal/carers leave entitlement and requires further</p>	The Proposed Agreement provides that accident pay will be in accordance with Company policy, as amended from time to time.

Proposed Agreement	Yandi Agreement	Additional comments on differences
to that Employee, but for this Agreement. Night Shift Allowance is payable on accident pay, in accordance with clause 7.10 (if eligible).	personal leave because of a serious illness or injury affecting the Employee, the Company in its discretion may provide salary continuation to the Employee in accordance with the Company's policies as amended from time to time.	The Yandi Agreement provides for discretionary salary continuation in accordance with Company policy.
<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>	No equivalent provision.	<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 Yandi Agreement.</p>
<p>8. <b>SUPERANNUATION</b></p> <p>8.1 Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. In the event the Employee does not elect a superannuation fund, superannuation will be paid to the Employee's stapled fund. If the Employee does not have a stapled fund, contributions are to be made by the Company to a default superannuation fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</p> <p>8.2 The Company's contribution on behalf of Employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i>, as varied from time to time.</p> <p>8.3 An Employee can request and the Company may agree that the Employee will forgo part of their Minimum Annual Salary otherwise payable under this Agreement (or contractual annual salary if higher, in accordance with clause 7.4) in order to pay this amount into the Employee's nominated superannuation fund.</p>	<p>5.3 Superannuation</p> <p>(a) The Company will contribute superannuation on behalf of Employees in accordance with the Superannuation Guarantee (Administration) Act 1992, as varied from time to time.</p> <p>(b) Employees may nominate a complying superannuation fund of their choice. Should an Employee not make such an election the BHP Billiton Superannuation Fund's Defined Contribution Division will be used. The Company may change this default fund at any time.</p> <p>(c) An Employee can request and the Company may agree that the Employee will forgo part of their Total Salary otherwise payable under this Agreement and in lieu pay this amount into the Employee's superannuation fund.</p> <p>(d) The Company may make contributions on each Employee's behalf dependent upon the Employee's own contribution in accordance with the Company's policies as amended from time to time.</p>	Both the Proposed Agreement and the Yandi Agreement provide for employee co-contributions in accordance with Company policy. The Proposed Agreement contains more detailed provisions relating to co-contributions.



Proposed Agreement	Yandi Agreement	Additional comments on differences
<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> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) The Employee may cease Employee Co-Contribution at any time by 30 days' notice and submitting a completed election form.</li> <li>(c) The Company may cease Co-Contribution at any time by 30 days' notice.</li> <li>(d) Company and Employee Co-Contributions will cease during periods of unpaid leave unless otherwise agreed by the Company.</li> <li>(e) Company and Employee Co-Contributions are calculated in accordance with the Employee Co-Contribution Policy, as amended from time to time.</li> <li>(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.</li> <li>(g) Company and Employee Co-Contributions will incur tax at the rate under the taxation legislation applicable at the time.</li> </ul>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>9. <b>HOURS OF WORK</b></p> <p>9.1 An Employee's work will usually be completed in their rostered hours. Employees may be required to work reasonable un- rostered overtime.</p> <p>9.2 A rostered shift includes shift handovers to be completed as directed at the start and end of the shift.</p> <p>9.3 An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.</p> <p>9.4 By working these hours, Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Minimum Annual Salary is calculated on the basis that Employees will work these hours.</p> <p>9.5 The Company shall determine each Employee's roster, including the days and hours of work, and starting and finishing times and places from time to time, and may change any such rosters, days and hours of work or starting and finishing times and places, provided that:</p> <p>(a) an Employee shall not be rostered to work more than 12.5 hours in any one shift and will have a minimum break of 10 consecutive hours between shifts;</p> <p>(b) the Company will provide an Employee with one week's notice of any change to an Employee's place on a roster, unless otherwise agreed with the Employee;</p> <p>(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</p>	<p><b>6 Rostered hours of work</b></p> <p>6.1 Usual rostered hours</p> <p>(a) The Company expects that usually an employee's work will be completed in their rostered hours.</p> <p>(b) The currently applicable rostered hours of work are an average of 58.5 hours per week including handovers. These rostered hours are inclusive of an average of 38 nominal ordinary hours and regular additional hours each week.</p> <p>6.2 Reasonable additional hours</p> <p>Circumstances may require that Employees work reasonable additional hours outside their rostered hours to ensure that the full requirements of their role are met. This has been taken into account in setting the Total Salary.</p> <p>6.3 Variation of rostered hours of work</p> <p>In order to meet operational requirements, the Company may, from time to time, change the shift system in operation, or require Employees to transfer from day work to shift work, or from shift work to day work, or from one shift to another.</p> <p>Where a new roster is introduced, the Work Allowance paid in respect of that roster will be calculated using the same principles used to calculate the Work Allowances set out in this agreement.</p> <p>6.4 Commute roster</p> <p>The Company operates commute work patterns for commute by fly in fly out. The Company may introduce or change these commute work patterns in the future in consultation with affected Employees.</p>	<p>Under the Proposed Agreement unless the Company and the Employee agree otherwise, the Company must provide:</p> <ul style="list-style-type: none"> <li>• notice of one week if it changes the Employee's place on a roster, and</li> <li>• notice of at least 7 days before it implements any change to the ordinary starting or finishing times on the roster or the starting and finishing places on a site unless there are operational reasons requiring a shorter notice period to be given; or</li> <li>• if the Employee is moving from a non- continuous day roster to a rotating continuous roster, 14 days' notice (not 7) is required.</li> </ul> <p>If the Yandi Agreement applied, there are no equivalent provisions although consultation is required if work patterns for commute by fly in fly out are introduced or changed. .</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>Company will provide at least 7 days' notice of the change, unless:</p> <ul style="list-style-type: none"> <li>(i) the Company and the Employee otherwise agree;</li> <li>(ii) there are operational requirements that require a shorter period of notice to be given; or</li> <li>(iii) the Employee is moving permanently from a non- continuous day roster to a rotating continuous roster, in which case the reference to 7 days is to be taken as 14 days.</li> </ul> <p>(d) For the avoidance of doubt, clauses 10 to 15 of the model consultation term incorporated by clause 25 apply to a change to the regular roster or ordinary hours of work of Employees.</p>		
<p>9.6 Employees are entitled to paid meal and rest breaks of 30 minutes for every 5 hours worked. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements.</p> <p>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>6.5 Meal and crib breaks</p> <p>Employees will be entitled to 60 minutes per shift for meal and crib breaks. The meal and crib breaks are taken at times prescribed by the Company, having regard to safety, operational and production requirements.</p>	<p>If the Yandi Agreement applied the meal/rest breaks are longer for shifts less than 10 hours.</p>
<p>10. <b>PUBLIC HOLIDAYS</b></p> <p>10.1 The following days are public holidays:</p> <ul style="list-style-type: none"> <li>(a) New Year's Day</li> <li>(b) Australia Day</li> <li>(c) Good Friday</li> </ul>	<p><i>No equivalent provision. The NES applies.</i></p>	<p>The Proposed Agreement contains additional provisions regarding public holiday work as compared with the Yandi 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</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>(d) Easter Saturday (for Employees rostered to work ordinary hours on that day except in Western Australia)</p> <p>(e) Easter Sunday</p> <p>(f) Easter Monday</p> <p>(g) Anzac Day</p> <p>(h) Sovereign's Birthday</p> <p>(i) in Queensland only, Christmas Eve (from 6pm)</p> <p>(j) in South Australia only, Christmas Eve (from 7pm)</p> <p>(k) Christmas Day</p> <p>(l) Boxing Day</p> <p>(m) in South Australia only, New Years Eve (from 7pm)</p> <p>(n) any additional day observed by the local community and gazetted at the place of work as a holiday</p> <p>(o) any day gazetted in addition or in lieu of one of these holidays.</p> <p>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, so Employees know:</p> <p>(a) the public holidays that fall within their rostered working time; and</p>		<p>Minimum Annual Salaries will include compensation for 11 public holidays worked.</p> <p>If the Yandi Agreement applied, there is no such acknowledgement for the purposes of any dispute under the NES.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>(b) the two non-rostered public holidays each year that will not fall within their rostered working time. These days will be determined by the Employee's roster and are not required to be the same for any Employees.</p> <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> <p>(a) the request by the Company is unreasonable; or</p> <p>(b) a refusal by the Employee is reasonable.</p> <p>10.7 If an Employee who is requested to work wishes to refuse that request to work, they should communicate this refusal and their reasons, in writing, to their supervisor in accordance with the BHP Working Public Holidays Policy as amended from time to time. An employee can also raise a dispute in relation to working on a public holiday in accordance with clause 22 of this Agreement.</p> <p>10.8 This sub-clause does not apply to an Employee on a period of pre-approved leave on the public holiday.</p>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
<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>11. <b>ANNUAL LEAVE</b></p> <p>11.1 Annual leave entitlements will be provided for in accordance with the NES.</p> <p>11.2 Employees are entitled to annual leave, in addition to the amount provided for in the NES, such that the Employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of service is a cumulative total of 5 weeks.</p> <p>11.3 An Employee who:</p> <p>(a) is a seven-day roster Employee (an Employee who over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or</p>	<p><b>10.1 Annual Leave</b></p> <p>(a) Employees (other than casual Employees) whose roster:</p> <p>(1) does not require them to regularly work on Sundays and public holidays are entitled to 5 weeks of paid annual leave per year;</p> <p>(2) requires them to regularly work on Sundays and public holidays and/or who are described as 'shiftworkers' for the purposes of the National Employment Standards, are entitled to 6 weeks of paid annual leave per year.</p> <p>(b) Annual leave accrues and must be taken subject to the terms of the National Employment Standards and the Company's policies as amended from time to time.</p> <p>(c) Employees may elect to cash out an amount of their annual leave entitlement per year which will be paid at the rate of pay at the time the election is made, provided that:</p>	<p>Under the Proposed Agreement a shiftworker entitled to an additional week of annual leave is an Employee who:</p> <ul style="list-style-type: none"> <li>over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or</li> <li>works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays.</li> </ul> <p>If the Yandi Agreement applied, a shiftworker entitled to an additional week of annual leave is an Employee whose roster requires them to regularly work on Sundays and public holidays and/or who are described as 'shiftworkers' for the purposes of the NES.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>(b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,</p> <p>is a shiftworker for the purpose of the NES and entitled annually to an additional week of annual leave in addition to clause 11.2, being a cumulative total of 6 weeks.</p> <p>11.4 Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on annual leave, in accordance with clause 7.10 (if eligible).</p> <p>11.5 An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave provided that:</p> <p>(a) the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;</p> <p>(b) each occasion of cashing out is by a separate agreement in writing between the Company and the Employee; and</p> <p>(c) cashed out annual leave is paid at the Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4) plus Night Shift Allowance (if eligible).</p> <p>11.6 The Company may shut down all or part of its operation for a particular period (<b>Temporary Shutdown Period</b>) and require 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</p>	<p>(1) an accrued entitlement of 4 weeks' annual leave remains available for the employee after the cashing out; and</p> <p>(2) the employee lodges a separate written application with the Company on each occasion and the application is approved by the Company.</p> <p><b>5.1 Remuneration</b></p> <p>(c) Employees will be paid base salary and all applicable allowances during periods of paid leave and training.</p>	

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>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 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>12. <b>PERSONAL/CARER'S LEAVE</b></p>	<p>10.2 Personal/Carer's Leave</p> <p>(a) Employees (other than casual Employees) are entitled to 10 days of paid personal/carers leave per year of continuous service which accumulates from year to year.</p>	<p>Under the Proposed Agreement untaken but accrued personal leave to be paid out upon termination (except in specified circumstances).</p>



Proposed Agreement	Yandi Agreement	Additional comments on differences
<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> <p>(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;</p> <p>(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 applied to that Employee but for this Agreement;</p> <p>(c) accrued but untaken personal/carer's leave will be paid out on termination of employment (except where the termination is a result of serious misconduct, or the Employee is within probation, or where personal/carer's leave transfers to a new employer) and is paid at the Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on paid personal/carer's leave paid out on termination of employment in accordance with clause 7.10 (if eligible).</p> <p>12.2 Personal/carer's leave is paid at an Employee's Minimum Annual Salary rate (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>(b) Personal/carer's leave may be taken:</p> <p>(1) because the Employee is not fit for work because of an illness or injury affecting the Employee; or</p> <p>(2) to provide care or support to a member of the Employee's immediate family or household because of an illness, injury or unexpected emergency affecting that person.</p> <p>(c) Employees (including casual Employees) are entitled to 2 days of unpaid carer's leave on each occasion when a member of the Employee's immediate family or household requires care or support because of an illness or injury or unexpected emergency affecting that person. An Employee may not take unpaid carer's leave if the Employee could instead take paid personal/carer's leave.</p> <p>(d) Where an Employee has exhausted his or her accrued paid personal/carer's leave entitlement and requires further personal leave because of a serious illness or injury affecting the Employee, the Company in its discretion may provide salary continuation to the Employee in accordance with the Company's policies as amended from time to time.</p> <p>(e) Personal/carer's leave accrues and must be taken subject to the terms of the National Employment Standards and the Company's policies as amended from time to time.</p> <p>5.1 Remuneration</p> <p>(c) Employees will be paid base salary and all applicable allowances during periods of paid leave and training.</p>	<p>If the Yandi Agreement applied there is no payout for untaken but accrued personal leave.</p>
<p>13. <b>COMPASSIONATE LEAVE</b></p>	<p><b>10.3 Compassionate Leave</b></p>	<p>If the Yandi Agreement applied it provides up to 5 days of Compassionate Leave per occasion.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<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>(a) Employees are also entitled to at least 2 and up to 5 days of paid compassionate leave on each occasion when:</p> <ul style="list-style-type: none"> <li>(1) a member of the Employee's immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life, in order to provide care and support to that person;</li> <li>(2) a member of the Employee's immediate family or household sustains a personal injury that poses a serious threat to his or her life, in order to provide care or support that person; or</li> <li>(3) dies.</li> </ul> <p>(b) Compassionate leave must be taken subject to the terms of the National Employment Standards and the Company's policies as amended from time to time.</p> <p><b>5.1 Remuneration</b></p> <p>(c) Employees will be paid base salary and all applicable allowances during periods of paid leave and training.</p>	<p>Under the Proposed Agreement Employees receive 2 days per occasion in accordance with the NES.</p>
<p>14. <b>PARENTAL LEAVE</b></p> <p>14.1 Subject to clause 14.2, Employees are entitled to parental leave at least in accordance with the BHP Group Parental Leave Australia Policy, as amended from time to time.</p> <p>14.2 The entitlements under clause 14.1 will not be less than:</p> <ul style="list-style-type: none"> <li>(a) the NES;</li> <li>(b) for the term of this Agreement, the entitlements in the Policy as at commencement of the Agreement.</li> </ul> <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</p>	<p><b>10.4 Parental Leave</b></p> <p>(a) Employees with at least 3 months continuous service are entitled to parental leave in accordance with the National Employment Standards and the Company's policies as amended from time to time. Parental leave is available to male and female Employees, and applies equally for both births and adoptions of children under the age of 16 years.</p> <p>(b) The "Primary Caregiver" (as that term is defined in the Company's policies as amended from time to time) is entitled to 18 weeks' paid parental leave, then up to 34 weeks unpaid leave prior to returning to work.</p> <p>(c) A "Secondary Caregiver" (as that term is defined in the Company's policies as amended from time to time) is entitled to 1 week of paid leave upon the birth of a child or the adoption of a child under the age of 16 years.</p>	<p>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>The Yandi Agreement also provides for 18 weeks' paid parental leave.</p> <p>Under both the Proposed Agreement and the Yandi Agreement, employees are entitled to additional periods of leave including unpaid leave in accordance with Company policy and the NES.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
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.	(d) Primary Caregiver benefits can be split between parents if they both work for the Company.	
<p>15. <b>LONG SERVICE LEAVE</b></p> <p>15.1 Long service leave is in accordance with applicable legislation.</p> <p>15.2 Long service leave accrues and must be taken subject to relevant legislation and the Company policies, as amended from time to time.</p> <p>15.3 Long service leave is paid at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4) in accordance with their normal pay periods. Night Shift Allowance is payable on long service leave in accordance with clause 7.10.</p>	<p><b>10.5 Long Service Leave</b></p> <p>(a) Employees are entitled to 13 weeks of paid long service leave after completing 10 years of continuous service with the Company.</p> <p>(b) Employees are entitled to take pro rata long service leave of 6.5 weeks after completing the first 5 years of continuous service with the Company.</p> <p>(c) Part time Employees accrue long service leave on a pro-rata basis.</p> <p>(d) Long service leave accrues and must be taken subject to relevant legislation and the Company's policies as amended from time to time.</p>	<p>If the Yandi Agreement applied, Employees accrue long service leave at the higher rate of 13 weeks/10 years of continuous service and employees can take pro-rata long service leave of 6.5 weeks after 5 years of continuous service.</p> <p>Under the Proposed Agreement long service leave:</p> <ul style="list-style-type: none"> <li>• in QLD accrues at a higher rate for employees subject to the coal long service leave scheme;</li> <li>• in WA accrues at the lower rate of 8.667 weeks of long service leave after 10 years of service;</li> <li>• in SA accrues at the same rate of 13 weeks of long service leave after 10 years of service.</li> </ul>
<p>16. <b>COMMUNITY SERVICE LEAVE</b></p> <p>16.1 Subject to clause 16.2, community service leave entitlements are provided for in accordance with the BHP Group Public Service Leave - Australia Policy, as amended from time to time.</p> <p>16.2 The entitlements under clause 16.1 will not be less than:</p> <p>(a) the NES;</p>	<p><b>10.6 Community Service Leave</b></p> <p>The Company recognises leave for community service, jury service and defence force reserves in accordance with the National Employment Standards and the Company's policies as amended from time to time.</p>	<p>Both Agreements provide for community service leave in accordance with the NES and Company policies.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p> <p>16.3 Paid community service leave is paid at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on paid community service leave, in accordance with clause 7.10 (if eligible).</p>		
<p><b>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><i>No equivalent provision. The NES would apply</i></p>	<p>The Proposed Agreement provides that family and domestic violence leave will be provided in accordance with the NES and Company policy.</p> <p>The Yandi Agreement does not include an equivalent provision, so the NES entitlement would apply.</p>
<p><b>18. LEAVE WITHOUT PAY</b></p> <p>18.1 An Employee who has exhausted all leave entitlements may make a written application for leave without pay stating the reasons, and the proposed commencement and completion dates. Leave without pay, and its duration, may be granted at the Company's sole discretion. Leave without pay under this clause does not count as service.</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides that an Employee can apply to the Company to take unpaid leave where they have exhausted all leave entitlements.</p> <p>While not provided in the Yandi Agreement, there is nothing that would prevent Employees</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
		from applying for unpaid leave under the Yandi Agreement.
<p>19. <b>INCLEMENT WEATHER</b></p> <p>19.1 Arrangements in the event of severe wet weather or a cyclone are dealt with in the relevant Asset or site policy, as amended from time to time.</p> <p>19.2 Where Employees cannot get to work due to severe wet weather or a cyclone, they are enabled to utilise accrued annual leave if they desire.</p>	No equivalent provision.	The Proposed Agreement provides for arrangements in circumstances of inclement weather. The Yandi Agreement does not include an equivalent provision.
<p>20. <b>ACCOMMODATION AND TRAVEL</b></p> <p>20.1 For the term of this Agreement, the following arrangements will apply.</p> <p>20.2 <b>In this clause:</b></p> <p>(a) <b>Local Area</b> means the area within a radius of the site at which an Employee is working from which it is reasonably practical to drive from the Employee's residence in and out of that site for each shift in accordance with any fatigue management plan requirements for the site;</p> <p>(b) <b>Local Employee</b> means any Employee who resides within the Local Area;</p> <p>(c) <b>Commute Employee</b> is an Employee who lives outside a radius of the site at which they are working and from which it is not reasonably practical to drive from the Employee's residence in and out of that site for each shift, but from which it is reasonably practical to drive in and out of that site for each swing in accordance with any journey management plan requirements for the site;</p>	No equivalent provision.	<p>The Proposed Agreement sets out detailed arrangements applying to benefits for Employees depending on where they reside, and various travel and accommodation allowances.</p> <p>The Yandi Agreement does not include an equivalent provision.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>(d) <b>Non-Local Employee</b> means any other Employee that is not a Local Employee or Commute Employee.</p> <p>20.3 <b>Employment in a hub</b></p> <p>Employees are employed to work at deployments within a hub as directed by the Company from time to time. As a result, Employees are not employed to work in a single location or site and are able to choose where to reside.</p> <p>20.4 <b>Local Employees Benefits</b></p> <p>(a) Subject to this clause 20.4, Local Employees will travel to and from the site in their own time and at their own expense each day that they are required to perform work.</p> <p>(b) Local Employees will be paid a local allowance of \$8,000 per year paid in equal fortnightly instalments included in their regular pay, for each fortnight work, including non- rostered overtime, is performed as required or an Employee is on paid leave.</p> <p>(c) Where the Company requires Local Employees to travel daily to and from the site from a designated location and by a designated means, such transport will be at the Company's cost, and will not affect payment of the allowance in clause 20.4(b).</p> <p>(d) This clause does not apply if an Employee accepts, or otherwise has the benefit of, other housing and/or accommodation arrangements with the Company.</p> <p>20.5 <b>Commute Employees Benefits</b></p> <p>(a) Subject to clause 20.7, the Company will provide Commute Employees at the Company's cost, with single person's village or other accommodation during the rostered swing of work. The type and location of the</p>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>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><b>20.6 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</p>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>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,</p> <p>and the nominated provincial airport and return, to meet the Employee's roster.</p> <p>At the commencement of this Agreement the transport departure points are:</p> <p>(C) for the Queensland Hub – Brisbane, Cairns and Townsville;</p> <p>(D) For the Western Australia Hub – Perth and Busselton;</p> <p>(E) For the South Australia Hub – Adelaide;</p> <p>(iii) road transport to and from the site from the accommodation each day that they perform work; and</p> <p>(iv) road transport between the provincial airport nominated by the Company and the single person's village or other accommodation and return.</p> <p>(b) The Company can require Employees to travel under this sub-clause by a designated means, timetables, and carriers.</p> <p>20.7 <b>Conditions of travel and accommodation</b></p>		



Proposed Agreement	Yandi Agreement	Additional comments on differences
<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> <ul style="list-style-type: none"> <li>(i) each week the Employee works in accordance with the directions of the Company or is on paid leave; and</li> <li>(ii) the term of this Agreement.</li> </ul> <p>(c) The allowances applicable under this clause:</p> <ul style="list-style-type: none"> <li>(i) are divisible flat payments and do not compound for overtime or any penalty;</li> <li>(ii) apply pro rata for Part Time Employees in accordance with clause 5.3.</li> </ul> <p>(d) All travel and rest time under this clause is non-working time.</p> <p>(e) Employees who choose to use the accommodation or travel provided will, as a condition of employment, abide by the rules and regulations of the Company and/or the operator, as amended from time to time. Disruptive behaviour and/or breaching rules and regulations can invoke removal of accommodation and/or travel rights. An Employee who has their rights withdrawn and does not provide their own accommodation and/or travel in accordance with their roster, may have their employment terminated.</p> <p>(f) Employees must comply with the journey management plan requirements of any site.</p> <p>(g) Without limiting sub-clauses 20.7(d) and (f), to assist with management of fatigue, Non-Local and Commute</p>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>Employees travelling to or from the Local Area to perform work may be required by the Company to:</p> <ul style="list-style-type: none"> <li>(i) travel on the day preceding the first shift and rest at designated Company provided accommodation, prior to commencing the first shift; and</li> <li>(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.</li> </ul> <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> <ul style="list-style-type: none"> <li>(i) it will be the Employee's responsibility to provide an alternate means of transport at the Employee's cost and subject to journey management and fatigue management requirements; or</li> <li>(ii) where that is not possible, it may result in the Employee being ineligible to work that rostered shift and no payment will be provided for that shift.</li> </ul> <p>20.8 If a FIFO employee is at work and takes personal leave for the remainder of their rostered swing, the employee can access the first available seat on a charter flight to return home. Where a seat on a charter flight is not available, the Resource &amp; Logistics team will source the next available commercial flight subject to General Manger approval.</p>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>21. <b>STAND ASIDE AND STAND DOWN</b></p> <p>21.1 Subject to clause 21.3, the Company can stand aside an Employee:</p> <ul style="list-style-type: none"> <li>(a) with or without pay for full or partial refusal of duty; or</li> <li>(b) with or without pay for neglect of duty; or</li> <li>(c) with or without pay for misconduct, while it is being investigated.</li> </ul> <p>21.2 If the Company stands aside an Employee without pay for neglect of duty or misconduct and the Company determines after an investigation that the Employee did not neglect their duty or did not engage in any misconduct (as the case may be), the Company will pay the Employee the full amount of remuneration they would have received in respect of the period for which they were stood aside.</p> <p>21.3 Subject to the NES:</p> <ul style="list-style-type: none"> <li>(a) An Employee stood aside under clause 21.1(c) is entitled to be paid their Minimum Annual Salary (or contractual annual salary if higher, in accordance with clause 7.4) for the period they are stood aside, provided the Employee: <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</li> </ul>	<p><b>8 Employment conditions</b></p> <p>[...]</p> <p>(f) Employees who do not attend for work when required, or who do not perform the work the Company directs them to do, will not be paid for the time that they did not attend or did not perform that work.</p> <p><i>There are also stand down provisions in section 524 of the FW Act which would apply under the Yandi Agreement. Section 524 of the FW Act is as follows:</i></p> <p><b>524 Employer may stand down employees in certain circumstances</b></p> <p><i>(1) An employer may, under this subsection, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:</i></p> <p><i>(a) industrial action (other than industrial action organised or engaged in by the employer);</i></p> <p><i>(b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;</i></p> <p><i>(c) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.</i></p> <p><i>(2) However, an employer may not stand down an employee under subsection (1) during a period in which the employee cannot usefully be employed because of a circumstance referred to in that subsection if:</i></p> <p><i>(a) an enterprise agreement, or a contract of employment, applies to the employer and the employee; and</i></p> <p><i>(b) the agreement or contract provides for the employer to stand down the employee during that period if the</i></p>	<p>If the Yandi Agreement applied, Employees who do not attend for work when required, or who do not perform the work the Company directs them to do, will not be paid for the time that they did not attend or did not perform that work.</p> <p>The Proposed Agreement contains additional rights for the Company that go beyond payment, 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.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>Annual Salary (or contractual annual salary if higher, in accordance with clause 7.4) for the period that the Employee does not meet those requirements.</p> <p>(c) Night Shift Allowance is payable on stand aside with pay in accordance with clause 7.10 (if eligible).</p> <p>21.4 The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances:</p> <p>(a) industrial action;</p> <p>(b) a breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; or</p> <p>(c) an interruption to work for any cause for which the Company cannot reasonably be held responsible.</p> <p>21.5 Employees who have been stood down under the circumstances described in clause 21.4 above may request to take accrued annual or long service leave entitlements. Approval is at the Company's discretion.</p> <p>21.6 Any Employee stood down under clause 21.4 will continue to have their service recognised for the purposes of "continuous service".</p> <p>21.7 If an employee is stood down under this clause during their rostered swing, the Company will assist the employee to return home as soon as practicable once they are no longer required by the Company.</p>	<p><i>employee cannot usefully be employed during that period because of that circumstance.</i></p> <p><i>Note 1: If an employer may not stand down an employee under subsection (1), the employer may be able to stand down the employee in accordance with the enterprise agreement or the contract of employment.</i></p> <p><i>Note 2: An enterprise agreement or a contract of employment may also include terms that impose additional requirements that an employer must meet before standing down an employee (for example requirements relating to consultation or notice).</i></p> <p><i>(3) If an employer stands down an employee during a period under subsection (1), the employer is not required to make payments to the employee for that period.</i></p>	
<p>22. <b>ISSUE RESOLUTION PROCEDURE</b></p> <p>22.1 This clause sets out the process for resolving issues which relate to:</p>	<p><b>13 Issue resolution procedure</b></p> <p>(a) This clause sets out the process for resolving issues which relate to:</p>	<p>The dispute procedure in the Proposed Agreement has specific steps before referral to FWC for conciliation, which can only be by-passed by agreement. The Proposed</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<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 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>(1) a matter arising under this agreement; or</p> <p>(2) the National Employment Standards.</p> <p>(b) The parties involved in an issue must first attempt to resolve the issue at the workplace level in accordance with the Company's policies as amended from time to time.</p> <p>(c) If the issue resolution processes contained in the Company's policies have genuinely been exhausted, and the issue is still unable to be resolved, either party (or its representative) may refer the matter to the Fair Work Commission for resolution by conciliation only. Either party may be represented by a person or organisation of their choice during that process.</p>	<p>Agreement also allows arbitration by agreement, which is not a power given to the FWC in the Yandi Agreement.</p>
<p>23. <b>INDIVIDUAL FLEXIBILITY</b></p>	<p><b>14 Individual flexibility arrangement</b></p>	<p>The Individual Flexibility Term in the Proposed Agreement mirrors the current Model Term. If</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<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> <ul style="list-style-type: none"> <li>(a) the arrangement deals with 1 or more of the following matters: <ul style="list-style-type: none"> <li>(i) arrangements about when work is performed;</li> <li>(ii) overtime rates;</li> <li>(iii) penalty rates;</li> <li>(iv) allowances;</li> <li>(v) leave loading; and</li> </ul> </li> <li>(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</li> <li>(c) the arrangement is genuinely agreed to by the Company and Employee.</li> </ul> <p>23.2 The Company must ensure that the terms of the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>(a) are about permitted matters under section 172 of the FW Act; and</li> <li>(b) are not unlawful terms under section 194 of the FW Act; and</li> <li>(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.</li> </ul> <p>23.3 The Company must ensure that the terms of the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>(a) is in writing;</li> </ul>	<p>(a) The Company and an Employee can agree to make an Individual Flexibility Agreement (IFA) to vary any of the terms of this agreement, provided the terms of the IFA and the circumstances in which it was made, comply with the requirements of the Fair Work Act 2009 (Cth) (FW Act).</p> <p>(b) Currently, those requirements are that the I FA:</p> <ul style="list-style-type: none"> <li>(1) be in writing and signed by both parties (and the Employee's parent or guardian in the event they are under 18 years of age) and a copy must be provided to the Employee within 14 days;</li> <li>(2) deal only with permitted matters and not unlawful matters as set out in the FW Act;</li> <li>(3) be genuinely agreed to and leave the Employee better off overall than this agreement; and</li> <li>(4) be terminable in writing by either party on 28 days' notice, or earlier if agreed.</li> </ul>	<p>the Yandi Agreement applied an Individual Flexibility Arrangement can cover broader matters than the Proposed Agreement.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<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>(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>24. <b>WORKPLACE DELEGATES RIGHTS</b></p> <p>24.1 This clause 24 provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.</p> <p>24.2 In this clause 24:</p>	<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 Yandi Agreement does not contain an equivalent provision, the FW Act contains rights</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<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 give written notice to the Company within 14 days.</p> <p>24.5 <b>Right of representation</b></p> <p>(a) A workplace delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:</p> <ul style="list-style-type: none"> <li>(i) consultation about major workplace change;</li> <li>(ii) consultation about changes to rosters or hours of work;</li> <li>(iii) resolution of disputes;</li> <li>(iv) disciplinary processes;</li> </ul>		<p>and entitlements for workplace delegates which would apply.</p>



Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>(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</p> <p>(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.</p> <p>24.6 <b>Entitlement to reasonable communication</b></p> <p>(a) A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under this clause #. This includes discussing membership of the delegate's organisation and representation with eligible Employees.</p> <p>(b) A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.</p> <p>24.7 <b>Entitlement to reasonable access to the workplace and workplace facilities</b></p> <p>(a) The Company must provide a workplace delegate with access to or use of the following workplace facilities:</p> <p>(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;</p> <p>(ii) a physical or electronic noticeboard;</p> <p>(iii) electronic means of communication ordinarily used in the workplace by the</p>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>Company to communicate with eligible employees and by Eligible employees to communicate with each other, including access to Wi-Fi;</p> <p>(iv) a lockable filing cabinet or other secure document storage area; and</p> <p>(v) office facilities and equipment including printers, scanners and photocopiers.</p> <p>(b) The Company is not required to provide access to or use of a workplace facility under this clause if:</p> <p>(i) the workplace does not have the facility;</p> <p>(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</p> <p>(iii) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.</p> <p>24.8 <b>Entitlement to reasonable access to training</b></p> <p>(a) The Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:</p> <p>(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.</p>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>(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.:</p> <p>(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).</p> <p>(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.</p> <p>(v) If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.</p> <p>(vi) The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.</p> <p>(vii) The workplace delegate must, within 7 days after the day on which the training ends,</p>		

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.</p> <p>24.9 <b>Exercise of entitlements under clause 24</b></p> <p>(a) A workplace delegate's entitlements under this clause 24 are subject to the conditions that the workplace delegate must, when exercising those entitlements:</p> <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> <p>(c) Clause 24 does not require an eligible Employee to be represented by a workplace delegate without the employee's agreement.</p>		
<p>25. <b>MANAGEMENT OF CHANGE / CONSULTATION</b></p> <p>25.1 The model consultation term prescribed in accordance with s 205(3) of the FW Act applies, as amended from time to time.</p>	<p><b>15 Management of change</b></p>	<p>The consultation clause in the Proposed Agreement incorporates the Model Term as</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
	<p>(a) The Company recognises the importance of consultation with Employees on matters that directly affect Employees in their employment.</p> <p>(b) The Company will consult with Employees about any definite decisions taken by the Company that involve a major workplace change which is likely to have a significant effect on jobs, the work performed or the way in which work is performed. An Employee may be represented by a person of their choice in any discussions held under this clause.</p>	<p>contained in the FW Act and Regulations as amended from time to time.</p> <p>The Yandi Agreement includes a less detailed consultation clause.</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 attempted contact, from the employer company outside of the employee's working hours where the Company's contact is to notify the employee that they are required to attend or perform work or notify them of a recall to work.</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement confirms the employee's right to disconnect under the FW Act.</p> <p>While the Yandi Agreement does not contain an equivalent provision, the rights under section 333M of the FW Act apply under the Yandi Agreement.</p>
<p>27. <b>REDUNDANCY</b></p> <p>27.1 <b>Definition of redundancy</b></p> <p>(a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative:</p> <p>(i) because the Company no longer requires the job done by the Employee to be done by anyone except where this</p>	<p><b>12 Redundancy</b></p> <p>12 Redundancy</p> <p>(a) If an Employee's position with the Company is made redundant and there is no similar suitable alternative employment within the Company or with another company within the BHP Billiton group, the Employee will be entitled to the benefits set out in the Company's Staff Handbook (as amended from time to time) which currently includes:</p> <p>(1) 13 weeks' pay in lieu of notice; and</p>	<p>The Proposed Agreement provides for redundancy payment that is the greater of:</p> <ul style="list-style-type: none"> <li>the NES (between 4 and 16 weeks' pay);</li> <li>for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement (4 or 5 weeks' notice, plus 14 weeks' severance and an additional 2.5 weeks for each year of service.);</li> <li>regardless of length of employment, four weeks' pay.</li> </ul>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>is due to the ordinary and customary turnover of labour; or</p> <p>(ii) because of insolvency or bankruptcy of the Company.</p> <p>(b) This clause does not apply to Employees engaged for a fixed term or a specified task.</p> <p><b>Redundancy payment</b></p> <p>27.2 Except where clause 27.4 applies, when terminations of employment occur due to redundancy the Employees terminated are entitled to redundancy pay equal to the greater of:</p> <p>(a) the amount the Employee would be entitled to under the relevant modern award; or</p> <p>(b) for the term of this Agreement, the amount of redundancy pay payable under the BHP Redundancy Termination Australia Policy, as amended from time to time.</p> <p>27.3 The entitlements under clause 27.2 will not be less than:</p> <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>(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>(2) 8 weeks' pay, plus 2 weeks' pay for each year of completed continuous service.</p> <p>(b) Payment will be made at the Total Salary rate.</p> <p>(c) The entitlement to severance pay does not apply where the Company obtains acceptable alternative employment for the Employee.</p>	<p>The Proposed Agreement also contains additional exemptions from the obligation to pay redundancy pay in clause 27.4 and 27.5, and excludes the ordinary and customary turnover of labour from the definition of redundancy.</p> <p>If the Yandi Agreement applied, it provides for</p> <ul style="list-style-type: none"> <li>• 13 weeks' pay in lieu of notice and not 4/5</li> <li>• 8 weeks' pay and not 14 weeks',</li> <li>• plus 2 weeks' pay for each year of completed continuous service (not 2.5 weeks).</li> </ul>

Proposed Agreement	Yandi Agreement	Additional comments on differences
<p>27.6 <b>Variation of redundancy pay</b></p> <p>Despite anything in this clause, the Company may make application to the FWC to be granted relief from the obligation to make a payment pursuant to clause 27.</p>		
<p>28. <b>TERMINATION OF EMPLOYMENT</b></p> <p>28.1 An Employee may resign from their employment with the Company by giving one week's written notice to the Company.</p> <p>28.2 Subject to clause 28.3, the Company may terminate the employment of a Full Time or Part Time Employee by giving the Employee four weeks' written notice or by payment by the Company in lieu of all or part of that notice. If an Employee is paid in lieu of notice of termination, payment will be at an Employee's Minimum Annual Salary rate (or contractual annual salary if higher, in accordance with clause 7.4). Night Shift Allowance is payable on payment in lieu of notice of termination in accordance with clause 7.10 (if eligible).</p> <p>28.3 The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of probation will begin on the commencement of employment and will continue for a period of up to 6 months continuous service. During the period of probation, the Company may terminate 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><b>11 Termination of employment</b></p> <p>(a) An Employee or the Company may terminate the employment of the Employee by giving 4 weeks' written notice, or by paying or forfeiting (as the case may be) 4 weeks' salary in lieu of such notice.</p> <p>(b) The period of notice the Company must give is increased by one week in the event the employee is over 45 years old and has completed at least two years continuous service with the Company.</p> <p>(c) If an Employee is found to have engaged in serious misconduct, the Company may terminate the Employee's employment immediately and the Employee will be paid up until the time of dismissal only.</p> <p>(d) This clause does not apply to casual employees.</p>	<p>Under the Proposed Agreement an Employee may resign by giving one week's written notice to the Company.</p> <p>If the Yandi Agreement applied, the Employee must provide 4 weeks' written notice.</p>

Proposed Agreement	Yandi Agreement	Additional comments on differences
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.		
29. <b>NO FURTHER CLAIMS</b>  This Agreement is a comprehensive and full settlement of all Employee enterprise bargaining claims for the duration of this Agreement unless otherwise permitted by the FW Act.	<b>16 No further claims</b>  (b) No claims or bargaining for an enterprise agreement, regardless of whether such claims or bargaining concern matters which are or are not the subject of this agreement, shall take place for the duration of this agreement.	Both Agreements includes a provision around Employees not bringing further claims against the Company during the term of the Agreement.
<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 Yandi 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>		
<b>APPENDIX 2 – ALLOWANCES</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 Yandi 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>		