



**BHP MINING AREA C AND SOUTH FLANK
OPERATIONS AGREEMENT 2026**

TABLE OF CONTENTS

1	Title	1
2	Coverage of this Agreement	1
3	Term and operation of Agreement	1
4	Application of Agreement	1
5	Definitions	1
6	Types of employment	2
	6.1 Full time employment	2
	6.2 Part time employment	2
	6.3 Casual employment.....	2
	6.4 Employment conditions	3
7	Location of work	3
8	Remuneration	3
	8.1 Total Salary	3
	8.2 Payment of remuneration	4
	8.3 Superannuation.....	4
	8.4 Incentive Program	4
	8.5 Overpayment.....	4
	8.6 Step-Up Supervisor Allowance	4
	8.7 Additional shifts	5
9	Rostered Hours of work	5
	9.1 Usual rostered hours	5
	9.2 Reasonable additional hours	5
	9.3 Variation of Rostered Hours of work	5
	9.4 Commute roster	5
	9.5 Meal and crib breaks	5
10	Policies	6
11	Public holidays	6
12	Leave entitlements	6
	12.1 Annual Leave	6
	12.2 Personal/Carer's Leave	7
	12.3 Compassionate Leave.....	8
	12.4 Parental Leave	8
	12.5 Long Service Leave.....	8
	12.6 Family and Domestic Violence Leave.....	9
	12.7 Community Service Leave.....	9

13	Termination of employment	9
14	Redundancy	9
15	Issue resolution procedure	10
16	Individual flexibility arrangement	10
17	Consultation	11
18	Workplace Delegates	13
19	Comprehensive Agreement – No further claims	13
20	Flight Delay Payment Scheme	14
1	Schedule 1 – Classifications, Progression Principles and Base Salaries	15
	1.1 Classification	15
	1.2 Progression Principles.....	15
	1.3 Remuneration Increases – Base Salaries.....	15
	1.4 Remuneration Increases – ARR Guarantee	15
2	Schedule 2 – Work Allowance and Night Shift Allowance	23

BHP MINING AREA C AND SOUTH FLANK OPERATIONS AGREEMENT 2026

1 Title

This Agreement will be known as the BHP Mining Area C and South Flank Operations Agreement 2026 (**Agreement**).

2 Coverage of this Agreement

This Agreement shall cover:

- (a) BHP WAIO Pty Ltd (ACN 008 852 784) (**Company**); and
- (b) employees of the Company engaged in the classifications set out in Schedule 1 to this Agreement who are employed to work exclusively at Mining Area C or South Flank on-site mining operations (**Employees**), excluding any employees who work in BHP's Infrastructure and Services teams.

3 Term and operation of Agreement

- (a) This Agreement will commence operation seven days after it is approved by the Fair Work Commission (**Commencement Date**).
- (b) The nominal expiry date of the Agreement will be four years after the day on which the Fair Work Commission approves the Agreement (**Nominal Expiry Date**).
- (c) This Agreement will continue to operate past the Nominal Expiry Date until it is either terminated or replaced by another agreement.

4 Application of Agreement

- (a) This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the terms of this Agreement and the NES, and the NES provide a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) It is intended that this Agreement is comprehensive and will stand alone so that the Award and any other awards, orders, transitional instruments, preserved state agreements, notional agreements preserving state awards and state industrial laws, will not apply to Employees while this Agreement is in operation to the maximum extent permissible by law.
- (c) Where any legislation, award, policy, procedure or other document is referred to in this Agreement, it is not incorporated into and does not form part of this Agreement.

5 Definitions

Annual Reward Review means the remuneration review process for Employees that is conducted by the Company on an annual basis.

Award means the *Mining Industry Award 2020* as at the Commencement Date.

Casual Employee has the same meaning given in section 15A of the FW Act.

Commencement Date has the meaning given in clause 3(a).

Company means BHP WAIO Pty Ltd (ACN 008 852 784).

Employee or **Employees** has the meaning given in clause 2(b).

FW Act means the *Fair Work Act 2009* (Cth) as amended and in force from time to time.

IFA has the meaning given in clause 16(a).

NES means National Employment Standards as set out in the FW Act.

Nominal Expiry Date has the meaning given in clause 3(b).

Ordinary Hours means the number of hours specified in clauses 6.1 and 6.2.

Rostered Hours means the usual rostered hours in a work cycle, inclusive of Ordinary Hours and regular additional hours to meet operational and roster requirements, including as varied under clause 9.3.

Shiftworker means an Employee (other than a Casual Employee) whose roster requires them to regularly work on Sundays and public holidays. A Shiftworker under this Agreement is a shiftworker for the purposes of the NES.

Total Salary has the meaning given in clause 8.1.

Workplace Delegate means an Employee who meets the definition under section 350C(1) of the FW Act.

6 Types of employment

Employees may be engaged on a full time, part time or casual basis.

6.1 Full time employment

A full time Employee means an Employee who works an average of 38 ordinary hours per week over a defined work cycle (not exceeding 8 weeks).

6.2 Part time employment

A part time Employee may be engaged to work on a part time basis involving a reasonably predictable pattern of hours which is an average of less than 38 ordinary hours per week over a defined work cycle (not exceeding 8 weeks). Part time Employees will receive pro rata remuneration, leave and other entitlements (proportionate to the number of Ordinary Hours worked per week).

6.3 Casual employment

- (a) Casual Employees will be paid an additional loading of 25% of their Base Salary. This loading is paid as compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and other paid leave entitlements and attributes that are ordinarily provided to full time or part time Employees.
- (b) Casual Employees will be paid a minimum of 2 consecutive hours of work on each occasion they are offered and accept work.

- (c) Casual Employees may have a pathway to change from casual employment to full time or part time employment as provided for in the NES.

6.4 Employment conditions

- (a) 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.
- (b) 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 by the Company.
- (c) Employees who do not attend for work when required by the Company, 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.

7 Location of work

Organisational requirements may necessitate Employees transferring to other positions, operations or locations. The Company will provide an impacted Employee with reasonable notice in these circumstances and terms and conditions of employment will be reviewed in light of any change in responsibilities.

8 Remuneration

8.1 Total Salary

- (a) Employees will be paid an annualised salary (**Total Salary**).
- (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.
- (c) An Employee's Total Salary includes compensation in recognition of all the requirements of the job and all aspects of traveling to and working at site operations, including but not limited to Rostered Hours (including the reasonable additional hours contemplated in clause 9.2), meal and crib breaks, handovers, on-call and call-out hours, as well as the need for Employees to work unscheduled additional hours from time to time (including any reasonable contact made outside of an Employee's working hours). It also includes compensation for the Employee's skills, experience and training, for working on shift rosters which cover public holidays, night shift and any other applicable allowances or payments.
- (d) If a new roster is introduced, the Work Allowance and/or Night Shift Allowance components of the Total Salary of an Employee working that roster may change, but in any event will be calculated so that the relevant Employee is better off overall than they would have been under the Award based on their new Rostered Hours over a 12 month period.
- (e) An Employee's Total Salary is paid in satisfaction of and as full compensation for all pay and entitlements the Employee would otherwise be entitled to for their Rostered Hours, including minimum wages, applicable allowances, overtime, penalty rates and shift loadings, annual leave loadings, public holidays and any other benefit or entitlement that

may otherwise be due to the Employee under the Award or any other applicable legislation, industrial agreement or modern award.

- (f) Any payment or benefit which an Employee receives from the Company that is not contained within this Agreement is separate from, and does not have any impact on, the entitlements contained in this Agreement, including but not limited to the Employees' Total Salary as defined, and can be set off to the fullest extent permitted by law against a claim for an underpayment of any entitlement under this Agreement.

8.2 Payment of remuneration

- (a) The Company will pay the Employee's remuneration, net of tax and authorised deductions, fortnightly in arrears, directly into their nominated account.
- (b) Employees will be paid their Base Salary and all applicable allowances during periods of paid leave taken under clause 12 of this agreement and during training.

8.3 Superannuation

The Company will contribute superannuation on behalf of Employees in accordance with applicable superannuation legislation, including the FW Act and the Superannuation Guarantee (Administration) Act 1992 (Cth), as amended and in force from time to time.

8.4 Incentive Program

Employees will be eligible to participate in the Company's incentive program, as amended from time to time.

8.5 Overpayment

Where an overpayment of remuneration or entitlements or any other payment error has occurred, the overpayment is a debt owing to the Company. If the Employee becomes aware of an overpayment, they must notify the Company of the overpayment as soon as possible. An Employee must repay an overpayment within a reasonable period of time. Where an 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 remuneration, including from bonus or termination payments, to the fullest extent permitted by law.

8.6 Step-Up Supervisor Allowance

- (a) This clause 8.6 applies to an Employee who:
- (1) is performing some of the duties of their Supervisor in operational coverage and safety, in addition to performing the duties of their substantive role; and
 - (2) is not already employed in a position that includes a requirement to support and step into a Supervisor role (and is compensated accordingly); and
 - (3) has been notified in writing of their temporary appointment as a Step-Up Supervisor; and

- (4) has 'Step-Up Supervisor' appended at the end of their substantive position title.
- (b) Subject to paragraph (c), an Employee to whom this clause 8.6 applies will be paid a fortnightly allowance calculated at a rate of \$6,000 (gross) per annum (**Step-Up Supervisor Allowance**). The Step-Up Supervisor Allowance will be paid for the duration of the appointment as a Step-Up Supervisor.
- (c) The period of appointment will be notified to the Employee in writing, and the Company may at any time terminate an Employee's appointment to Step-Up Supervisor (and any Step-Up Supervisor allowance) in its absolute discretion.

8.7 Additional shifts

Employees who are approved to work additional, non-rostered shifts at site will be compensated at 150% of their Base Rate (Base Salary / annual Rostered Hours) for the duration of each additional shift worked.

Additional, non-rostered shifts do not form part of an Employee's Ordinary Hours or Rostered Hours.

9 Rostered Hours of work

9.1 Usual rostered hours

The Company expects that usually an Employee's work will be completed in their Rostered Hours.

9.2 Reasonable additional hours

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.

9.3 Variation of Rostered Hours of work

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. Where required, consultation will be effected in accordance with clause 17.

9.4 Commute roster

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.

9.5 Meal and crib breaks

Employees will be entitled to 60 minutes of paid meal and crib breaks per shift. The meal and crib breaks are taken at times prescribed by the Company, having regard to safety, operational and production requirements.

10 Policies

- (a) The Company has in place policies, procedures and guidelines as amended or introduced from time to time.
- (b) Employees are required to familiarise themselves with and comply with those policies, procedures and guidelines that apply to their employment. The Company's policies are available to employees on the Company's intranet.
- (c) The policies, procedures and guidelines, including those expressly referred to, are not incorporated into the Agreement and do not create any obligations upon the Company or any enforceable rights for any Employee under this Agreement.

11 Public holidays

- (a) The Company will recognise gazetted public holidays in accordance with the FW Act as they apply at Mining Area C and South Flank, save that the Company and an Employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday under this clause.
- (b) In order to meet the operational requirements of a 24-hour a day operation, Employees may be requested to work on public holidays that fall within their usual Rostered Hours. Employees agree that a request by the Company to work on a public holiday is reasonable, having regard to the operational requirements of the business.
- (c) Payment for public holidays is included in the Employees' Total Salary, which compensates an Employee for all Rostered Hours worked on a gazetted public holiday.

12 Leave entitlements

12.1 Annual Leave

- (a) Under the NES, full time Employees are entitled to 4 weeks of paid annual leave per year. Shiftworkers are entitled to 5 weeks of paid annual leave per year under the NES. Casual Employees are not entitled to annual leave.
- (b) Employees engaged on a part-time basis will accrue annual leave on a pro-rata basis.
- (c) Employees are entitled to an additional week of paid annual leave per year (pro-rata for part-time Employees) where they are based for work in the Company's Pilbara operations.
- (d) Annual leave accrues progressively during a year of service according to an Employee's Rostered Hours of work and accumulates from year to year. When an Employee takes annual leave, the Employee's accrued annual leave balance will be deducted according to the Employee's Rostered Hours of work in the period.
- (e) An Employee taking a period of annual leave will be paid for all Rostered Hours they would have otherwise worked in the period at their applicable rate of pay. For the purposes of this subclause, the Employee's applicable

rate of pay includes their Base Salary and any applicable Work or Night Shift Allowance.

- (f) Annual leave under clause 12.1(a) must be taken subject to the terms of the NES and all leave must be taken subject to the terms of the Company's policies as amended from time to time.
- (g) Annual leave cannot be taken unless it is first approved by the Company. The Company can direct how annual leave will be taken, including a requirement that annual leave be taken in accordance with the Employee's cycle of Rostered Hours.
- (h) The Company may direct an Employee in writing to take annual leave if the Employee has an excessive annual leave accrual (being more than 8 weeks paid annual leave, or 10 weeks paid annual leave if the Employee is a Shiftworker). Appropriate notice of at least 8 weeks will be given to the Employee and any direction must be reasonable and not result in the Employee having a paid annual leave accrual of less than 6 weeks.
- (i) By written agreement, the Company and an Employee may agree in writing to the cashing out of a particular amount of accrued annual leave by the Employee, provided that:
 - (1) each cashing out of a particular amount of paid annual leave is the subject of a separate agreement;
 - (2) the agreement does not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (3) the Employee must be paid at least the full amount that would have been payable to the Employee, had the Employee taken the leave at the time the payment is made.
- (j) An agreement made under clause 12.1(i) must:
 - (1) be made in respect of each occasion and application that is approved by the Company;
 - (2) be signed by the Company and Employee; and
 - (3) state the amount of leave to be cashed out.

12.2 Personal/Carer's Leave

- (a) Full time Employees are entitled to 10 days of paid personal/carers leave per year of continuous service. Casual Employees are not entitled to paid personal/carers leave.
- (b) Employees engaged on a part-time basis will accrue personal/carers leave on a pro-rata basis.
- (c) Personal/carers leave accrues progressively during a year of service according to an Employee's Rostered Hours of work and accumulates from year to year. When an Employee takes personal/carers leave, the Employee's accrued personal/carers leave balance will be deducted according to the Employee's Rostered Hours of work in the period.
- (d) An Employee taking a period of paid personal/carers leave will be paid for all Rostered Hours they would have otherwise worked in the period at their applicable rate of pay. For the purposes of this subclause, the

Employee's applicable rate of pay includes their Base Salary and any applicable Work or Night Shift Allowance.

- (e) Personal/carer's leave must be taken subject to the terms of the NES and the Company's policies as amended from time to time.
- (f) Personal/carer's leave may be taken by an Employee:
 - (1) because of a personal illness or injury affecting the Employee; or
 - (2) to provide care or support to a member of the Employee's immediate family or a household member who requires that care and support due to illness, injury or unexpected emergency affecting that person.
- (g) An Employee must notify their supervisor as soon as possible of any illness, injury or unexpected emergency that prevents the Employee's attendance at work. In the case of illness, injury or emergency a medical certificate may be required.
- (h) If an Employee (including a Casual Employee) has no accrued paid carer's leave entitlement, the Employee is entitled to 2 days of unpaid carer's leave for 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.
- (i) Where an Employee has exhausted their accrued paid personal/carer's leave entitlement and requires further personal leave because of a serious illness or injury affecting the Employee, the Company at its discretion may provide additional paid leave to the Employee in accordance with the Company's policies as amended from time to time.

12.3 Compassionate Leave

Employees are entitled to at least 2 days and up to 5 days of paid compassionate leave on each permissible occasion in accordance with the NES and subject to the Company's policies as amended from time to time.

12.4 Parental Leave

Employees are entitled to unpaid parental leave in accordance with the NES and may be entitled to paid and unpaid leave in accordance with the Company's policies as amended from time to time.

12.5 Long Service Leave

- (a) Employees are entitled to 13 weeks of paid long service leave after completing 10 years of continuous employment with the Company.
- (b) Employees are entitled to take pro rata long service leave of 6.5 weeks after completing the first 5 years of continuous employment with the Company.
- (c) Casual Employees are entitled to long service leave in accordance with applicable long service leave legislation.
- (d) Long service leave accrues and must be taken subject to relevant legislation and the Company's policies as amended from time to time.

12.6 Family and Domestic Violence Leave

Employees are entitled to Family and Domestic Violence Leave in accordance with the NES and the Company's policies as amended from time to time.

12.7 Community Service Leave

The Company recognises leave for community service, jury service and defence force reserves in accordance with the NES and the Company's policies as amended from time to time.

13 Termination of employment

- (a) With the exception of a Casual Employee, or during a probationary period, either the Company or an Employee may terminate the Employee's employment by giving 4 weeks' written notice, or by paying or forfeiting (as the case may be) 4 weeks' salary in lieu of such notice.
- (b) The period of notice the Company must give is increased by one week in the event the Employee is over 45 years of age at the time of the termination and has completed at least 2 years' continuous service with the Company.
- (c) The Company may choose to provide notice of termination or payment in lieu of part or all of the notice period.
- (d) 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.
- (e) If an Employee fails to give the required notice, or, having given the required notice, fails to work some or all of the required notice period, the Company may withhold, deduct or retain from any monies due to the Employee on termination, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.
- (f) Casual Employees may be dismissed upon one hour's notice.

14 Redundancy

- (a) If a permanent full time or part time Employee's position with the Company is made redundant and there is no similar suitable alternative job with any other employer that is, in the opinion of the Company, suitable, offered or arranged for the Employee, the requirements and benefits set out in the Company's applicable policy on redundancy (as amended from time to time) will apply, which currently provides for:
 - (1) 13 weeks' pay in lieu of notice; and
 - (2) 8 weeks' pay, plus 2 weeks' pay for each year of completed continuous service.
- (b) Payment will be made at the Total Salary rate.
- (c) The entitlement to redundancy pay does not apply where the Company obtains acceptable alternative employment for the Employee.

15 Issue resolution procedure

- (a) This clause sets out the process for resolving issues which relate to:
 - (1) a matter arising under this Agreement; or
 - (2) the NES.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level in accordance with the Company's policies as amended from time to time.
- (d) If the resolution processes contained in the Company's policies have genuinely been exhausted, and the dispute 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.
- (e) If, after conciliation by the Fair Work Commission, all the parties agree, the matter can be referred to the Fair Work Commission for arbitration.
- (f) An Employee who is a party to an issue progressing through this issue resolution process must, while the issue is being resolved, continue to work in accordance with their contract of employment, unless the Employee has a reasonable concern about an imminent risk to their health or safety in which case the Employee must comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.

16 Individual flexibility arrangement

- (a) The Company and an Employee can agree to make an Individual Flexibility Arrangement (**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 FW Act.
- (b) Currently, those requirements are that the Company must ensure the IFA:
 - (1) deals only with permitted matters and not unlawful matters as set out in the FW Act;
 - (2) is in writing with the name of the Company and Employee and is signed by both parties (and the Employee's parent or guardian in the event they are under 18 years of age), a copy is provided to the Employee within 14 days after it is agreed to;
 - (3) is genuinely agreed to by the Company and the Employee and is only entered into after the Employee has commenced employment with the Company;
 - (4) includes details of the terms of this Agreement that will be varied, how the arrangement will vary the effect of the terms, and how it leaves the Employee better off overall than they would have been if no IFA were agreed to; and
 - (5) states the day on which the arrangement commences and how it can be terminated, which must be in writing by either party giving no more than 28 days' written notice, or earlier if agreed.

17 Consultation

- (a) This term applies if the Company:
- (1) has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on the Employees to which this Agreement applies; or
 - (2) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Consultation in relation to major workplace change

- (b) For a major change referred to in paragraph (a)(1):
- (1) the Company must notify the relevant Employees of the decision to introduce the major change; and
 - (2) subclauses (c) to (k) apply.
- (c) The relevant Employee or Employees may advise the Company that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to a major workplace change.
- (d) If:
- (1) a relevant Employee, or the relevant Employees, advise the Company that a person or employee organisation is their representative for the purposes of consultation; and
 - (2) the Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- (e) The Company must notify the relevant Employees and the representatives (if any) of the decision to introduce the change.
- (f) As soon as practicable after making its decision, the Company must:
- (1) consult with the relevant Employees and their representatives (if any), including by discussing with them:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and
 - (C) measures to avoid or reduce any adverse effect of the change on the Employees; and
 - (2) for the purposes of the consultation—provide, in writing, to the relevant Employees and their representative (if any):
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) the reasons or justification for the change; and
 - (C) information about the expected effects of the change on the Employees; and
 - (D) any other matters likely to affect the Employees.

- (g) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representative (if any).
- (h) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees or their representative (if any).
- (i) The Company will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the major workplace change by the relevant Employees and their representatives (if any).
- (j) If a term in this agreement provides for the introduction of a major workplace change in relation to the enterprise of the Company, the requirements to consult contained in clauses (c) to (i) are taken not to apply.
- (k) In this term, a major workplace change is “**likely to have a significant effect on Employees**” if it results in:
 - (1) the termination of the employment of Employees; or
 - (2) major change in the composition, operation or size of the Company’s workforce or to the skills required of Employees; or
 - (3) the loss of, or reduction in, job promotion opportunities; or
 - (4) the loss of, or reduction in, job tenure or job security; or
 - (5) the alteration of hours of work; or
 - (6) the need for Employees to be retrained or transferred to other work or locations; or
 - (7) job restructuring.

Consultation in relation to change to regular roster or ordinary hours of work

- (l) For a change referred to in paragraph (a)(2):
 - (1) the Company must notify the relevant Employees and their representative (if any) in writing of the proposed change; and
 - (2) subclauses (m) to (r) apply.
- (m) The relevant Employee or Employees may advise the Company that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to changes to regular rosters or ordinary hours of work.
- (n) If:
 - (1) a relevant Employee, or the relevant Employees, advise the Company that a person or employee organisation is their representative for the purposes of consultation; and
 - (2) the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

- (o) As soon as practicable after proposing to introduce the change, the Company must:
 - (1) consult with the relevant Employees and their representatives (if any) about the introduction of the change, including by discussing the change with them; and
 - (2) for the purposes of the consultation—provide to the relevant Employees and their representatives (if any):
 - (A) all relevant information about the change, including the nature and expected duration of the change; and
 - (B) information about what the Company reasonably believes will be the effects of the change on the Employees (including any effect on the Employee’s remuneration); and
 - (C) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - (3) invite the relevant Employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (p) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees and their representatives (if any).
- (q) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees and their representatives (if any).
- (r) The Company will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the change to the regular roster or ordinary hours of work of Employees by the relevant Employees and their representatives (if any).
- (s) In this clause 17, **relevant Employees** means the Employees who may be affected by a change referred to in subclause (a).

18 Workplace Delegates

The delegates’ rights term for this Agreement is the workplace delegates’ rights term in the Award as at the date this Agreement is made.

19 Comprehensive Agreement – No further claims

- (a) This Agreement is intended as a comprehensive statement of the mutual rights and obligations between the parties during the term of the Agreement. It excludes any industrial instrument that might otherwise apply.
- (b) No claims or bargaining in respect of any industrial matters, regardless of whether they are or are not a subject of this Agreement, shall take place during the term of this Agreement, unless otherwise permitted by the Fair Work Act.

20 Flight Delay Payment Scheme

- (a) The Company will introduce a policy to compensate Employees if their flights from site are delayed (Flight Delay Payment Scheme).
- (b) The Flight Delay Payment Scheme will specify the eligibility criteria for compensation under the Scheme.
- (c) The Company will introduce the Flight Delay Payment Scheme by no later than 1 January 2027.

1 Schedule 1 – Classifications, Progression Principles and Base Salaries

The minimum Base Salary for each classification is set out below.

1.1 Classification

In each of the classifications it is a requirement that an Employee must:

- (a) diligently undertake all duties and responsibilities in their role profile as directed by the Company from time to time;
- (b) perform work in a flexible manner as reasonably required by the Company and in accordance with the Employee's ability and competence;
- (c) acquire any skills as reasonably requested by the Company and undertake required training and assist with the training of others; and
- (d) use such tools and equipment as may be required, subject to the limit of the Employee's skills and competence and provided that the Employee has been properly trained in the use of such tools and equipment.

1.2 Progression Principles

An Employee may progress through the classification levels subject to:

- (a) possessing the applicable skills and capabilities for the level; and
- (b) being operationally required by the Company to perform work at that level.

Progression between levels will be subject to the employee being appointed in writing by the Company.

1.3 Remuneration Increases – Base Salaries

During the term of the Agreement, the Base Salaries listed in Schedule 1 will be increased by 4% effective from the first pay period falling after the following dates:

- (a) 1 September 2027
- (b) 1 September 2028
- (c) 1 September 2029

1.4 Remuneration Increases – ARR Guarantee

In each of September 2026, September 2027, September 2028 and September 2029, the guaranteed outcome of the Company's Annual Reward Review process for Employees will be a 4% increase to Employees' actual base salaries (including where those actual base salaries are higher than the Base Salaries listed in Schedule 1).

Mining (Production) – Haul Truck / Water Cart Operators:

Classification	Description	Level	Minimum Base Salary Commencement	Minimum Base Salary September 2027	Minimum Base Salary September 2028	Minimum Base Salary September 2029
Technician Production HTO	Performs basic haul truck or water cart tasks under guidance. Performs basic tasks under supervision.	1	\$101,000	\$105,040	\$109,242	\$113,611
	Proficient in haul truck operation. Operates a broader range of equipment/tools. Performs duties with some discretion and/or responsibility.	2	\$103,700	\$107,848	\$112,162	\$116,648
	Operates multiple vehicles competently e.g. Truck and Watercart. Experienced multi-skilled. Applies judgment, requires limited supervision, supports other team members. Coaches' others and excels in safe & productive operation. Highly skilled. Applies broad knowledge to complex/non-routine tasks.	3	\$116,800	\$121,472	\$126,331	\$131,384

Mining (Production) – Ancillary Equipment Operators:

Classification	Description	Level	Minimum Base Salary Commencement	Minimum Base Salary September 2027	Minimum Base Salary September 2028	Minimum Base Salary September 2029
Technician Production Ancillary	Operates 1–2 ancillary equipment types. Small Ancillary or Low Experience. Performs basic tasks under supervision.	1	\$101,000	\$105,040	\$109,242	\$113,611
	Operates 2+ types of ancillary equipment competently. Proficient Ancillary Operator. Operates a broader range of equipment/tools. Performs duties with some discretion and/or responsibility.	2	\$103,700	\$107,848	\$112,162	\$116,648
	Experienced across multiple units. Multi-skilled Operator. Experienced. Applies judgment, requires limited supervision, supports other team members. Highly experienced, versatile operator. All-Round Skilled Ancillary. Highly skilled. Applies broad knowledge to complex/non-routine tasks such as contour Dozer	3	\$116,800	\$121,472	\$126,331	\$131,384

Mining (Production) – Load Units (Excavator or Loader):

Classification	Description	Level	Minimum Base Salary Commencement	Minimum Base Salary September 2027	Minimum Base Salary September 2028	Minimum Base Salary September 2029
Technician Production Load Units	New to production excavator or loader role. Performs basic tasks under supervision.	1	\$101,000	\$105,040	\$109,242	\$113,611
	Efficient loader or excavator operation. Proficient Operator. Operates a broader range of equipment/tools. Performs duties with some discretion and/or responsibility.	2	\$103,700	\$107,848	\$112,162	\$116,648
	High capability in excavator and loader. Skilled Operator and Ancillary Experienced. Applies judgment, requires limited supervision, supports other team members. Dual load unit expert. All-Rounder incl. Digger & Loader. Highly skilled. Applies broad knowledge to complex/non-routine tasks.	3	\$116,800	\$121,472	\$126,331	\$131,384

Mining (Production) - Drill & Blast:

Classification	Description	Level	Minimum Base Salary Commencement	Minimum Base Salary September 2027	Minimum Base Salary September 2028	Minimum Base Salary September 2029
Technician Production Drill & Blast	Blasting Operator and/or Drilling Assistant. Supports basic blasting tasks. Performs basic tasks under supervision.	1	\$101,000	\$105,040	\$109,242	\$113,611
	Operates drill rig (Drilling Operator). Handles explosive loading and detonation. Operates a broader range of equipment/tools. Performs duties with some discretion and/or responsibility. Some discretion/responsibility.	2	\$103,700	\$107,848	\$112,162	\$116,648
	Advanced Drill or Blast Operator (Drill Support). Appointed Shotfirer and / or Blast Controller. Leads and mentors' others. Applies judgment, requires limited supervision, supports other team members.	3	\$116,800	\$121,472	\$126,331	\$131,384

Processing (Production):

Classification	Description	Level	Minimum Base Salary Commencement	Minimum Base Salary September 2027	Minimum Base Salary September 2028	Minimum Base Salary September 2029
Technician Processing Production	Handles and prepares samples. Assists with basic plant tasks. Performs basic tasks under supervision.	1	\$89,100	\$92,664	\$96,371	\$100,225
	Operates and monitors plant equipment, operates a broader range of equipment/tools, or operates 1–2 ancillary equipment types. Small Ancillary or Low Experience. Performs duties with some discretion and/or responsibility.	2	\$103,550	\$107,692	\$112,000	\$116,480
	Leads shift or team, coordinates production activities. Experienced. Applies judgment, requires limited supervision, supports other team members. Not a Shift Supervisor	3	\$110,000	\$114,400	\$118,976	\$123,735
Technician Processing Production Sample Laboratory Handles and processes ore samples for the delivery of quality control. Applies judgment, requires limited supervision, supports other team members. Not a Shift Supervisor..						

Maintenance:

Classification	Description	Level	Minimum Base Salary Commencement	Minimum Base Salary September 2027	Minimum Base Salary September 2028	Minimum Base Salary September 2029
Service Support	Trade Assistant /Labourer. Assists Trades with non-skilled tasks. Performs basic tasks under supervision. Includes: <ul style="list-style-type: none"> i. Service Support Tyres ii. Service Support Dewatering iii. Maintenance Associate iv. Technician Service Support Lubrication v. Technician Service Support Scaffolding 	1	\$102,600	\$106,704	\$110,972	\$115,411
Technician Service Support Lifting	Performs or supports lifting tasks. Operates a broader range of equipment/tools. Performs duties with some discretion and/or responsibility. Includes: <ul style="list-style-type: none"> i. Rigging ii. Dogging iii. Crane Operator 	2	\$104,000	\$108,160	\$112,486	\$116,986
Technician Mechanical	Trade Qualified. Experienced. Applies judgment, requires limited supervision, supports other team members. Includes: <ul style="list-style-type: none"> i. Mechanical Fitter ii. Boilermaker Welder iii. Dewatering iv. Condition Monitoring v. Mechanic 	3	\$126,000	\$131,040	\$136,282	\$141,733

	<ul style="list-style-type: none"> vi. Plumber vii. Carpenter 					
Technician Electrical	<p>Trade Qualified. Experienced.</p> <p>Applies judgment, requires limited supervision, supports other team members.</p> <p>Includes:</p> <ul style="list-style-type: none"> i. Electrician ii. Auto Electrician iii. Refrigeration & Aircon iv. Communications Technician 					
Technician Mechanical	Trade Qualified. Leads shift or team. Highly skilled. Applies broad knowledge to complex/non-routine tasks. Not a Shift Supervisor.	4	\$128,000	\$133,120	\$138,445	\$143,983
Technician Electrical	Trade Qualified. Leads shift or team. Highly skilled. Applies broad knowledge to complex/non-routine tasks. Not a Shift Supervisor.					
Technician Mechanical	Trade Qualified. Post-trade specialist role or Dual Trade. Deep specialized expertise. Leads and solves complex issues. Not a Shift Supervisor.	5	\$130,000	\$135,200	\$140,608	\$146,232
Technician Electrical	Trade Qualified. Post-trade specialist role or Dual Trade. Deep specialized expertise. Leads and solves complex issues. Not a Shift Supervisor.					

2 Schedule 2 – Work Allowance and Night Shift Allowance

The Work Allowance and Night Shift Allowance applicable to the Company's currently applicable rosters are set out in the table below.

Roster	Work Allowance	Night Shift Allowance
14 days on, 7 days off	40% of an Employee's Base Salary	N/A
7 days on, 7 nights on, 7 days off	40% of an Employee's Base Salary	5% of an Employee's Base Salary
8 days on, 6 days off, 7 nights on, 7 days off	22% of an Employee's Base Salary	5% of an Employee's Base Salary
8 days on, 6 days off	25% of an Employee's Base Salary	N/A
7 days on, 7 nights on 14 days off	20% of an Employee's Base Salary	5% of an Employee's Base Salary