

BHP Mining Area C and South Flank Operations Agreement 2026

Explanation of Terms

- 1. Explanation of the terms of the proposed Agreement**.....
- 2. Terms in the Agreement that are more beneficial than the Award**
- 3. Benefits in the Agreement that do not appear in the Award**
- 4. Terms in the Award that are more beneficial than the Agreement**
- 5. Current applicable instruments**.....

1. Explanation of the terms of the proposed Agreement

This document explains the terms of the proposed BHP Mining Area C and South Flank Operations Agreement 2026 (**Agreement**), and their effect.

If the Agreement is approved by a valid majority of the employees and is approved by the Fair Work Commission, it will commence operation and apply according to its terms. Any enterprise agreement or Modern Award (i.e.: the Mining Industry Award 2020) that currently applies to your employment with BHP will cease to apply to you and will be replaced by the Agreement once it commences operation.

The Mining Area C Operations Agreement 2015 (**MAC 2015**) is the enterprise agreement that currently applies to the majority of employees who are to be covered by the Agreement. Please read this document carefully. You will soon be asked to vote on the proposed Agreement, and it is important that you understand the terms when making your decision whether or not to approve the proposed Agreement.

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
Front Page	Cover	<p>Inclusion of “BHP” and “South Flank” in title of the Agreement.</p> <p>Updated date of Agreement from 2015 to 2026.</p>	<p>The new Agreement name on the cover reflects that Employees at South Flank (which was not in operation at the time the MAC 2015 was made) are covered by the Agreement.</p> <p>The change to the year from 2015 to 2026 reflects the time we have finalised the Agreement for a vote.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			There is no comparative term in the Award.
1	Title	<p>Inclusion of “BHP” and “South Flank” to the title of the Agreement.</p> <p>Updated date of Agreement from 2015 to 2026.</p>	<p>As for Front Page.</p> <p>There is no comparative term in the Award.</p>
2	Coverage of the Agreement	<p>Company name changed from “BHP Billiton WAIO Pty Ltd” to “BHP WAIO Pty Ltd”.</p> <p>Replaced “<i>who are engaged at Mining Area C Operations (Employees)</i>” with “<i>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.</i>”</p>	<p>The change in Company name reflects the legal entity name change to BHP WAIO Pty Ltd.</p> <p>The new clause confirms the scope of Agreement coverage. It covers only employees who are employed to work exclusively at Mining</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>Area C or South Flank on-site mining operations.</p> <p>It excludes employees who work in BHP's Infrastructure and Service teams. Some of those positions (then in the predecessor Non-Processing Infrastructure teams) were covered by the MAC 2015 but are not covered by the Agreement.</p> <p>There is no comparative term in the Award.</p>
N/A	Safety Net Agreement	The Safety Net Agreement clause that previously appeared in clause 3 of the MAC 2015 has been deleted from the Agreement entirely.	<p>This clause has been replaced with the new drafting in clause 3 below.</p> <p>The employment contract between each Employee and BHP will continue to apply and be legally binding.</p> <p>There is no comparative term in the Award.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
3	Term and Operation of Agreement	<p>Clause numbering updated from clause 4 to clause 3.</p> <p>Replace "<i>Fair Work Australia</i>" with "<i>Fair Work Commission</i>".</p> <p>Inserted: "<i>This Agreement will continue to operate past the Nominal Expiry Date until it is either terminated or replaced by another agreement.</i>"</p>	<p>Fair Work Australia is now called the Fair Work Commission (FWC).</p> <p>This clause provides that the Agreement shall commence operation seven days after the FWC approves it, and that it has a nominal expiry date of four years after that FWC approval. After the Agreement expires, it will continue to operate unless it is replaced or terminated.</p> <p>There is no comparative term in the Award.</p>
4	Application of Agreement	<p>New clause 4 has been inserted to read:</p> <p><i>"(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.</i></p>	<p>This clause clarifies that the Agreement</p> <p>does not displace the application of the National Employment Standards (NES), in the <i>Fair Work Act 2009</i> (Cth) (FW Act) in relation to your employment.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>(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.</i></p> <p><i>(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.”</i></p>	<p>The Agreement will be read in conjunction with the NES, and the NES will apply if it provides a greater benefit than a provision of the Agreement.</p> <p>This clause also clarifies that the Agreement is intended to be read as a stand-alone document, such that no other Award or industrial instrument should apply to your employment while you are covered by the Agreement.</p> <p>This clause confirms that any reference to legislation, award, Company policies and procedures, or other documents that are referred to in the Agreement, do not form part of the Agreement.</p> <p>This is an equivalent entitlement to the Award as both reference the NES.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
5	Definitions	<p>New clause 5 has been inserted into the Agreement. It provides the following definitions:</p> <ul style="list-style-type: none"> • “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.” 	<p>The Agreement now contains a definitions clause which helps to define key terms used and referred to throughout the Agreement.</p> <p>There are equivalent definitions in the Award for:</p> <ul style="list-style-type: none"> • Casual employee • FW Act • NES • Shiftworker • Workplace delegate <p>A new definition of “casual employee” and “regular casual employee” was inserted into the Award on 21 September 2021 (and varied from 27 August 2024) following amendments to the FW Act. There is a note in the Award that “Section 15A of the Act was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the Act, an existing employee who was a casual employee of an employer under section 15A</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p><i>as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date."</i></p> <p>There is also a new definition of "workplace delegate" which was inserted into the Award with effect from 1 July 2024. Consistent with the Agreement, it defines a workplace delegate by reference to section 350C(1) of the FW Act.</p> <p>The remaining terms do not have a comparative definition in the Award.</p>
6	Types of employment	<p>New clause 6 is inserted to read:</p> <p><i>"Employees may be engaged on a full time, part time or casual basis."</i></p> <p>This replaces the content of clause 8(a) of the MAC 2015 which provided: <i>"Employees may be engaged on a full time, part time or casual basis, permanently or for a fixed or maximum term or specified task."</i></p>	<p>This clause provides that employees may be engaged on a full time, part time or casual basis.</p> <p>Both the Award and the Agreement provide for full-time, part-time and casual engagement.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>The changes from MAC 2015 reflect current business practice which is to not engage Agreement covered employees on a fixed or maximum term basis or for specific tasks.</p>
6.1	Full time employment	<p>New clause 6.1 is inserted to read:</p> <p><i>“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).”</i></p>	<p>This clause defines what a full time Employee means under the Agreement, being an employee who works an average of 38 ordinary hours per week over a defined work cycle (not exceeding 8 weeks).</p> <p>Both the Award and the Agreement provide for an average of 38 ordinary hours per week for full-time employees, however the Agreement prescribes that this will be worked over a defined work cycle – not exceeding 8 weeks duration.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>The Award is more prescriptive in terms of when ordinary hours can be worked and contains different requirements in relation to the taking of breaks and length of such breaks. The Award allows 10 ordinary hours to be worked a day, or up to 12 hours a day if agreed with employees.</p> <p>Both the Award and the Agreement provide the ability for the employer to change rosters and shift systems, subject to consultation (discussed below).</p>
6.2	Part time employment	<p>New clause 6.2 is inserted to read:</p> <p><i>“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).”</i></p>	<p>This clause provides a definition for part-time employment under the Agreement and provides that part-timers will be paid and receive leave and other entitlements on a pro-rata basis (proportionate to the number of ordinary hours worked). This is a more prescriptive definition than</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>This replaces the content of clause 8(b) of the MAC 2015 that provides:</p> <p><i>“Part time Employees will receive pro rata leave and other entitlements.”</i></p>	<p>what was contained in the MAC 2015.</p> <p>The Agreement and the Award contain different prescriptions on the engagement of part-timers, including that the Award has a requirement to inform an employee of their ordinary hours of work and start and finish times. BHP communicates such arrangements through its contract of employment.</p> <p>Both the Agreement and the Award provide that part timers will be paid on a pro rata basis based on their ordinary hours.</p>
6.3	Casual employment	<p>New clause 6.3 is inserted to read:</p> <p>(a) <i>“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.”</i></p>	<p>This clause provides that Casual Employees will be paid an additional loading of 25% of their Base Salary in compensation (i.e. in lieu) of annual leave, personal/carer’s leave, notice of termination, redundancy benefits and</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>(b) <i>Casual Employees will be paid a minimum of 2 consecutive hours of work on each occasion they are offered and accept work.</i></p> <p>(c) <i>Casual Employees may have a pathway to change from casual employment to full time or part time employment as provided for in the NES.</i></p> <p>This replaces the content of clause 8(c) of the MAC 2015 that provides:</p> <p><i>“Casual Employees will be paid an additional loading of 25% of their Base Salary. This loading is paid instead of annual leave, personal/carer’s leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.”</i></p>	<p>other paid leave entitlements and attributes that are ordinarily provided to full time or part time Employees.</p> <p>This clause also clarifies that Casual Employees must be paid a minimum of 2 consecutive hours of work on each occasion that they are offered and accept work.</p> <p>This clause also gives effect to the changes under the FW Act which give Casual Employees a pathway to change from casual employment to full time or part time employment as set out under the terms of the NES.</p> <p>The Award also provides that employees are to be paid a casual loading of 25% for each ordinary hour worked and must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work. The Award now also contains a clause that</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>provides for a pathway for employees to change from casual to full-time or part-time employment in accordance with the FW Act. This is a new amendment introduced with effect from 27 August 2024.</p> <p>The Award contains additional entitlements to ensure that where a casual employee works overtime, they are paid the overtime rates set out in clauses 20.1 and 20.2 of the Award.</p>
6.4	Employment conditions	<p>New clause 6.4 is inserted to read:</p> <p>(a) <i>“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.</i></p> <p>(b) <i>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.</i></p> <p>(c) <i>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.”</i></p> <p>This clause replicates the content contained in clause 8(d)-8(f) of the MAC 2015.</p>	<p>This clause sets out the conditions of employment for Employees, including the expectation that employees undertake all duties as directed by the Company that are within their skill, competence and in accordance with safe working practices.</p> <p>This clause also clarifies the Company’s expectation that Employees undertake training</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>aimed at maintaining, enhancing or broadening their work skills and work performance and teach work skills to others as required by the Company.</p> <p>Where Employees do not attend for work or fail to perform work as directed by the Company they will not be paid for the time they failed to attend or perform the work.</p> <p>There is no equivalent employee duties clause in the Award, although it is a common law requirement that an employer can direct an employee to perform work within their skill and competency, and so this would also apply to an Award covered employee.</p>
7	Location of work	Amended drafting from (MAC 2015) <i>“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”</i>	This clause clarifies that organisational requirements may necessitate Employees

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>to</p> <p><i>(Agreement) "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."</i></p>	<p>transferring to other positions, operations or locations.</p> <p>The amended drafting clarifies that reasonable notice will be provided to the "impacted Employee" (i.e. the Employee impacted by the change).</p> <p>The new clause does not state that any change in terms and conditions of employment will remain at least as beneficial as those set out in the Agreement, because that is the position that applies at law anyway, for so long as the Agreement applies to the Employee.</p> <p>There is no equivalent term in the Award.</p>
8	Remuneration	Clause numbering updated from clause 5 to clause 8.	The clause numbering has been updated.

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
8.1	Total Salary	<p>Clause numbering updated from clause 5.1 to clause 8.1.</p> <p>The following wording is removed from subclause (b) “...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>Subclause (c) and (d) are deleted and replaced in their entirety. The subject matter of these clauses is now contained in a separate clause 8.2 (discussed below).</p> <p>Subclause (e) and (f) are deleted and replaced in their entirety.</p> <p>New subclauses 8.1(c) to (f) are inserted into the Agreement as follows:</p> <p>(c) <i>“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.</i></p> <p>(d) <i>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</i></p>	<p>This clause concerns Employee’s remuneration, specifically Total Salary.</p> <p>The meaning of Total Salary has not changed and remains the sum of an Employee’s Base Salary, Work Allowance and Night Shift Allowance (if applicable), as set out in Schedule 1 of the Agreement.</p> <p>The Agreement clarifies that an Employee’s Total Salary includes compensation in recognition of all requirements of the job including travelling to and work at site operations. This includes Rostered Hours (including reasonable additional hours), meal and crib breaks, handovers, on-call and call-out hours and any requirement for the Employee to work unscheduled additional hours (including any reasonable contact made outside of an Employee’s working hours). It further includes compensation for the Employee’s skills,</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>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.</i></p> <p>(e) <i>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.</i></p> <p>(f) <i>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."</i></p>	<p>experience and training, for working shift rosters which cover public holidays, night shift and any other applicable allowances or payments.</p> <p>New drafting has been introduced to clarify that if a new roster is introduced, the Work Allowance and/or Night Shift Allowance components of an Employee's Total Salary may change but will be calculated so that the Employee is ultimately better off overall than they would have been under the Award based on their new Rostered Hours over a 12 month period. This is similar to the concept contained in clause 6.3 of MAC 2015, with greater clarity.</p> <p>This clause also clarifies that an Employee's Total Salary is paid in full compensation for all pay and entitlements the Employee would otherwise have under any award</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>legislation or industrial agreement.</p> <p>This clause confirms that any payment or benefit received by an Employee that is not contained within the Agreement (including any payment made pursuant to the Annual Remuneration Review) is separate from, and does not have any impact on, the entitlements contained in the Agreement, including 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.</p> <p>Clause 5.1(e) from the MAC 2015 has been deleted. That clause referred to salary sacrificing in accordance with BHP's policies.</p> <p>The Base Salaries in the Agreement are higher than</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>the Award minimum rates of pay, which can be found here.</p> <p>The Agreement contains different allowances compared to the Award (such as the first aid, meal allowance for overtime work, industry allowance and leading hand allowance). The Total Salary in the Agreement is in excess of what an employee would otherwise be paid under the Award.</p>
N/A	Apprentices and trainees	Clause 5.2 of the MAC 2015 is removed from its entirety in the Agreement.	<p>This clause in the MAC 2015 provided that apprentices and trainees would be paid at least the amounts prescribed in the relevant modern award.</p> <p>This clause has been removed because it operates in any case as a matter of law. Apprentices and trainees are covered by a relevant modern award and are not covered by the Agreement.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
8.2	Payment of remuneration	<p>New clause 8.2 is inserted to read:</p> <p><i>“(a) The Company will pay the Employee’s remuneration, net of tax and authorised deductions, fortnightly in arrears, directly into their nominated account.</i></p> <p><i>(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.”</i></p> <p>New clause 8.2(b) replicates the content contained in clause 5.1(c) of the MAC 2015.</p> <p>New clause 8.2(a) expands on the drafting of clause 5.1(d) of the MAC 2015 but clarifies that the Company will pay the <i>“Employee’s remuneration, net of tax and authorised deductions”</i> fortnightly in arrears, directly into their nominated account.</p>	<p>This clause sets out the payment of remuneration under the Agreement.</p> <p>Under the Agreement, employees are paid fortnightly which is consistent with the Award which provides that employees can be paid at a frequency of no longer than monthly.</p> <p>Under the Award employees are to be paid by their wages by electronic funds transfer into a bank of financial institution nominated by the employee.</p>
8.3	Superannuation	Clause numbering updated from clause 5.3 to clause 8.3.	This clause sets out the superannuation arrangements under the Agreement.

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>Subclause (a) is updated to contain the words “<i>applicable superannuation legislation, including the FW Act</i>”. Reference to the Superannuation Guarantee (Administration) Act 1992 (Cth), as “<i>varied from time to time</i>” is updated to read “<i>as amended and in force from time to time</i>”.</p> <p>Clause 5.3(b) to (d) from the MAC 2015 are deleted in their entirety.</p>	<p>This clause confirms that BHP will contribute superannuation on behalf of Employees and in accordance with applicable superannuation laws and the FW Act.</p> <p>Clause 5.3(b) to (d) from the MAC 2015 have been removed. The new clause 8.3 has now been simplified to refer to compliance with the relevant superannuation legislation, and FW Act.</p> <p>The Award now contains a clause that confirms an employer must make superannuation contributions to help avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation.</p> <p>The NES now also makes clear that employees have a right to superannuation contributions. While the superannuation clause in the Agreement clause does not</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			expressly refer to the NES right, clause 4(a) of the Agreement operates such that to the extent of any inconsistency between the NES and the Agreement, where the NES provides a greater benefit, the NES would apply to the extent of the inconsistency.
8.4	Incentive Program	New clause 8.4 is inserted to read: <i>“Employees will be eligible to participate in the Company’s incentive program, as amended from time to time.”</i>	This clause allows eligible Employees to participate in any applicable BHP incentive program (as amended from time to time). There is no equivalent clause in the Award as this clause is specific to BHP’s remuneration structure/incentive program. The Award does not provide for an incentive program.
8.5	Overpayment	New clause 8.5 is inserted to read:	This clause provides that where an overpayment of remuneration or entitlements

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>“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.”</i></p> <p>This clause replaces the drafting in MAC 2015 clause 8(g) which provided:</p> <p><i>“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.”</i></p>	<p>or any other payment error has occurred, the overpayment is a debt owing and should be notified by the Employee and repaid within a reasonable period of time. If it is not repaid in a reasonable period of time, the Company shall be entitled to deduct and retain any overpayments from the Employee’s remuneration (including bonus or termination payments) to the extent legally permissible.</p> <p>The drafting has been updated to include any overpayment caused by error and also includes an additional requirement for Employee’s to notify BHP once they become aware of any overpayment as soon as possible.</p> <p>The Award also allows an employer to deduct an overpayment from wages or allowances.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
8.6	Step-Up Supervisor Allowance	<p>New clause 8.6 is inserted to read:</p> <p><i>“(a) This clause 8.6 applies to an Employee who:</i></p> <ul style="list-style-type: none"> <i>(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</i> <i>(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</i> <i>(3) has been notified in writing of their temporary appointment as a Step-Up Supervisor; and</i> <i>(4) has ‘Step-Up Supervisor’ appended at the end of their substantive position title.</i> <p><i>(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 duration of the appointment as a Step-Up Supervisor.</i></p> <p><i>(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.”</i></p>	<p>This clause provides a Step-Up Supervisor Allowance that applies while employees are formally appointed as a Step-Up Supervisor to perform defined supervisory duties in addition to their substantive role. The allowance is \$6,000 (gross) per annum, paid on a fortnightly basis.</p> <p>The Company has the discretion to end the appointment and allowance at any time, however there is an obligation on the Company to inform employees in writing of any changes to their appointment or allowance.</p> <p>There is no equivalent “Step-Up Supervisor” allowance in MAC 2015, rather any temporary supervisory work was covered by the all-inclusive Total Salary.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			The Award similarly does not contain a specific "step-up" allowance.
8.7	Additional Shifts	<p>New clause 8.7 inserted to read:</p> <p><i>"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.</i></p> <p><i>Additional, non-rostered shifts do not form part of an Employee's Ordinary Hours or Rostered Hours."</i></p>	<p>This new clause provides that employees who are approved to work additional, non-rostered shift at site are entitled to payment at 1.5 × (Base Salary / annual Rostered Hours) for the duration of each additional shift worked. This provides additional compensation for full additional shifts worked beyond the reasonable additional hours absorbed by Total Salary.</p> <p>Additional, non-rostered shifts under this clause do not form part of an employee's Ordinary Hours or Rostered Hours and are instead additional hours that employees are requested to work when the Company requires.</p> <p>This is a new entitlement for employees under the</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>Agreement and there is no equivalent arrangement provided for by the MAC 2015.</p> <p>The Award's overtime provisions require payment at specific overtime rates for work performed in excess of an employee's ordinary hours. The Agreement's Total Salary is calculated to absorb routine overtime within Rostered Hours, and this clause 8.7 compensates only for additional, non-rostered full-shift additions. An employee's Total Salary in the Agreement is in excess of what an employee would otherwise be paid under the Award.</p>
9	Rostered Hours of work	Clause numbering updated from clause 6 to clause 9.	Clause numbering updated.
9.1	Usual rostered hours	<p>Clause numbering updated from clause 6.1 to clause 9.1.</p> <p>Clause 6.1(b) of MAC 2015 is removed entirely from clause 9.1. It read: "<i>The currently applicable rostered hours of work are an average of 58.5 hours per week including handovers. These rostered</i></p>	This clause provides that BHP expects that usually an Employee's work will be completed in their Rostered Hours. Rostered Hours is now a defined term under clause 5 of the Agreement.

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<i>hours are inclusive of an average of 38 nominal ordinary hours and regular additional hours each week."</i>	<p>Clause 6.1(b) has been removed on the basis that the Agreement now provides a definition for Ordinary Hours and Rostered Hours to give clarity over an Employee's usual rostered hours.</p> <p>Both the Award and the Agreement provide for a maximum of 38 ordinary hours per week for full-time employees.</p>
9.2	Reasonable additional hours	Clause numbering updated from clause 6.2 to clause 9.2. No other drafting changes.	<p>Clause numbering has been updated.</p> <p>The Award does not expressly provide for reasonable additional hours but notes that clause 12 supplements the NES which deals with maximum weekly hours.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
9.3	Variation of Rostered Hours of work	<p>Clause numbering updated from clause 6.3 to clause 9.3.</p> <p>Removed "<i>In order</i>" from the start of the clause.</p> <p>Inclusion of "<i>Where required, consultation will be effected in accordance with clause 17</i>" after first sentence.</p> <p>Removed "<i>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.</i>"</p>	<p>This clause clarifies that BHP may on occasion change the shift system in operation or require Employees to transfer from day to shift work and vice versa, or from one shift to another.</p> <p>It introduces a requirement to consult in accordance with clause 17 (as necessary).</p> <p>The Work Allowance calculations have been removed from this clause and are instead addressed by clause 8.1(d), as explained above.</p> <p>The Award also contains terms that allow the employer to vary an employee's days, or work start and finish times to meet the needs of the business by giving the employee at least 48 hours' notice. The Award also contains consultation requirements for any changes to rosters or hours of work. These are discussed further below.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
9.4	Commute roster	Clause numbering updated from clause 6.4 to clause 9.4. No other drafting changes.	<p>This clause clarifies that BHP may introduce or change commute work patterns for commute by fly in fly out, in consultation with affected Employees.</p> <p>There is no equivalent term in the Award.</p>
9.5	Meal and crib breaks	<p>Clause numbering updated from clause 6.5 to clause 9.5.</p> <p>Replace “entitled to 60 minutes per shift for meal and crib breaks” with “entitled to 60 minutes of paid meal and crib breaks per shift”.</p>	<p>This clause gives an entitlement to 60 minutes of paid meal and crib breaks per shift for Employees. This is more favourable than the meal breaks provided for by the Award.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
10	Policies	<p>Clause numbering updated from clause 9 to clause 10.</p> <p>Inclusion of the words “<i>The Company’s policies are available to employees on the Company’s intranet</i>” in subclause (b).</p> <p>Inclusion of the words “<i>...including those expressly referred to</i>” and the words “<i>under this Agreement</i>” in subclause (c).</p>	<p>This clause requires Employees to familiarise themselves with BHP’s policies, procedures and guidelines (as amended from time to time). This clause now informs Employees that these policies are available on the BHP Intranet (such explanation was not contained in the MAC 2015).</p> <p>These policies, procedure and guidelines – including those expressly referred to, are not incorporated into the Agreement and do not create any obligation on BHP or give the Employee any enforceable rights under the Agreement.</p> <p>There is no equivalent provision under the Award.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
11	Public Holidays	<p>New clause 11 has been inserted to read:</p> <p><i>(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.</i></p> <p><i>(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.</i></p> <p><i>(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."</i></p>	<p>This clause provides that BHP will recognise gazetted public holidays in accordance with the FW Act as they apply at Mining Area C and South Flank, noting that an Employee and BHP may agree on the substitution of a day or part-day that would otherwise be a public holiday.</p> <p>This clause also clarifies that BHP may request Employees to work on public holidays that fall within their usual Rostered Hours. Employees agree that a request by the Company is reasonable in these circumstances, having regard to the operational requirements of the business.</p> <p>Under the Award, employees can be requested to work public holidays where the request is reasonable. The Agreement clause states that employees must work in accordance with their rosters, however BHP will still be required to apply the NES requirements in respect of public holidays.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>While employees are entitled to be paid public holiday penalty rates under the Award, employees are compensated for working on public holidays through their Total Salary under the Agreement, which exceeds what an employee would otherwise, be paid under the Award.</p>
12	Leave entitlements	Clause numbering updated from clause 10 to clause 12.	Clause numbering updated.
12.1	Annual leave	<p>Clause numbering updated from clause 10.1 to clause 12.1.</p> <p>The drafting of subclause (a) has been updated to read: <i>“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.”</i></p> <p>This is different from MAC 2015 which provides: <i>“Employees (other than casual Employees) whose roster:</i></p> <p><i>(1) does not require them to regularly work on Sundays and public holidays are entitled to 5</i></p>	<p>This clause sets out Employee’s annual leave entitlements under the Agreement.</p> <p>The Agreement now sets out Employee’s entitlement to annual leave as pursuant to the NES, being 4 weeks for full time Employees and 5 weeks for Shiftworkers, and then separately provides for an additional week of paid annual leave each year (pro-rata for part time employees)</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>weeks of paid annual leave per year;</i></p> <p><i>(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."</i></p> <p>Subclause (b) "<i>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</i>" is removed and replaced by "<i>Employees engaged on a part-time basis will accrue annual leave on a pro-rata basis.</i>"</p> <p>New subclauses (c) to (h) are inserted as below:</p> <p>(c) "<i>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.</i></p> <p>(d) "<i>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.</i></p> <p>(e) "<i>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.</i></p> <p>(f) "<i>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.</i></p> <p>(g) "<i>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.</i></p>	<p>where the Employee is based for work in the Company's Pilbara operations.</p> <p>The Agreement leave entitlements are consistent with the Award and the NES, and any annual leave taken under this clause must be taken subject to the terms of the NES.</p> <p>The Agreement clarifies that part time Employees will accrue annual leave on a pro-rata basis. Under the Agreement annual leave will accrue 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. This is consistent with BHP's current practice.</p> <p>An Employee taking a period of annual leave will be paid for all Rostered Hours they would have otherwise worked in the</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>(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></p> <p>Clause 10.1(c) in the MAC 2015 has been deleted entirely:</p> <p><i>"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:</i></p> <p><i>(1) an accrued entitlement of 4 weeks' annual leave remains available for the employee after the cashing out; and</i></p> <p><i>(2) the employee lodges a separate written application with the Company on each occasion and the application is approved by the Company."</i></p> <p>This clause has now been replaced in substance by new clause 12.1(i) which provides:</p> <p><i>(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:</i></p> <p><i>(1) each cashing out of a particular amount of paid annual leave is the subject of a separate agreement;</i></p> <p><i>(2) the agreement does not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and</i></p>	<p>period at their applicable rate of pay. This includes their Base Salary and any applicable Work or Night Shift Allowance.</p> <p>This clause clarifies that annual leave cannot be taken without prior approval by the Company and 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.</p> <p>The Company may also 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 and any direction must be reasonable and not result in the Employee having a paid annual leave accrual of less than 6 weeks.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>(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.</i></p> <p>New clause 12.1(j) is inserted:</p> <p><i>“(j) An agreement made under clause 12.1(i) must:</i></p> <p><i>(1) be made in respect of each occasion and application that is approved by the Company;</i></p> <p><i>(2) be signed by the Company and Employee; and</i></p> <p><i>(3) state the amount of leave to be cashed out.”</i></p>	<p>The Award also contains provisions to deal with excessive leave accruals. This includes provisions that deal with direction by employer that leave be taken. The Award provides that a direction to take excessive annual leave must not require the employee to take any period of annual leave of less than one week. There is no such requirement in the Agreement.</p> <p>The Award also includes specific provisions relating to the process for an employee requesting to take excessive leave. The Agreement does not contain equivalent requirements.</p> <p>Both the Agreement and Award require at least 8 weeks’ notice by the employer to take excess leave and both provide that a direction from BHP must not result in the Employee having a paid annual leave accrual of less than 6 weeks.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>The cashing out provisions have been redrafted such that an Employee can no longer “elect” to cash out an amount of their annual leave entitlement per year. Rather by written agreement the Company and the Employee may agree to the cashing out of a particular amount of accrued annual leave. There is an additional requirement that the Employee must be paid in 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. Under both the Agreement and the MAC 2015, an accrued entitlement of at least 4 weeks’ annual leave must be available (after cashing out) for the Employee to cash out a particular amount of annual leave.</p> <p>There is also a new subclause in the Agreement which expressly deals with the requirements for each separate written cashing out agreement made under clause 12(j). It provides that an agreement must:</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<ul style="list-style-type: none"> • be made in respect of each occasion and application that is approved by the Company; • be signed by the Company and Employee; and <p>state the amount of leave to be cashed out.</p> <p>The Award now also contains terms giving employee's an entitlement to cash out annual leave. It must also not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>The Award also allows for leave to be directed to be taken during a shutdown. The Agreement does not contemplate leave arrangements for a company shut down.</p>
12.2	Personal/Carer's Leave	Clause numbering updated from clause 10.2 to clause 12.2.	<p><u>Personal/Carer's leave</u></p> <p>This Agreement clause confirms that Employees (other than Causal Employees) have an</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>Words “<i>Employees (other than casual Employees)</i>” are deleted and replaced with “<i>Full time Employees</i>” in subclause (a). The words “<i>Casual Employees are not entitled to paid personal/carer’s leave</i>” is also inserted.</p> <p>Clause 10.2(b) MAC 2015 is deleted entirely. An equivalent subclause now contained at 12.1(f) that provides:</p> <p>“(f) <i>Personal/carer’s leave may be taken by an Employee:</i></p> <p><i>(1) because of a personal illness or injury affecting the Employee; or</i></p> <p><i>(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.</i>”</p> <p>New clause 12.1(d) further requires: “<i>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.</i>”</p> <p>New clause 12.1(b) provides: “<i>Employees engaged on a part-time basis will accrue personal/carer’s leave on a pro-rata basis.</i>”</p> <p>New clause 12.1(c) provides: “<i>Personal/carer’s 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/carer’s leave, the Employee’s accrued personal/carer’s leave balance will be deducted according to the Employee’s Rostered Hours of work in the period.</i>”</p>	<p>entitlement to 10 days of paid personal/carer’s leave per year of continuous service, which accumulates progressively during a year of service according to an Employee’s Rostered Hours of work. It will be deducted according to the Employee’s Rostered Hours of work in the period.</p> <p>The clause confirms that part time Employees will accrue personal/carer’s leave on a pro-rata basis.</p> <p>This clause also confirms that Employees on a period of paid personal/carer’s leave will be paid for all Rostered Hours they would have otherwise worked in the period at their applicable rate of pay, which includes their Base Salary and any applicable Work or Night Shift Allowance.</p> <p>Pursuant to this clause, accrued personal/carer’s leave may be taken by an Employee because of a personal illness or injury affecting the Employee, or to provide care or support to a</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>New clause 12.1(d) provides: <i>“An Employee taking a period of paid personal/carer’s 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.”</i></p> <p>Clause 10.1(e) is replicated within clause 12.1(e).</p> <p>The wording in clause 10.2(c) of the MAC 2015 is deleted and replaced with clause 12.1(h):</p> <p><i>“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></p> <p>The wording in clause 10.2(d) of the MAC 2015 is updated in clause 12.1(i) to replace reference with <i>“his or her”</i> with <i>“their”</i>. Reference to <i>“Company in its discretion may provide salary continuation”</i> is deleted and replaced with <i>“Company at its discretion may provide additional paid leave”</i>.</p>	<p>member of the Employee’s immediate family or household who requires that care and support due to illness, injury or unexpected emergency affecting that person. Where injury, illness or unexpected emergency prevents an Employee from attending work, the employee must notify their supervisor as soon as possible. In the case of illness, injury or an emergency, a medical certificate may be requested.</p> <p>Both the Agreement and the Award provide for 10 days’ paid personal/carer’s leave per year of service which accumulates from year to year.</p> <p><u>Unpaid carer’s leave</u></p> <p>This clause provides that 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</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>or injury or unexpected emergency affecting that person.</p> <p>Both the Agreement and the Award provide for 2 days' unpaid carer's leave for each occasion and prescribe similar notice and evidence requirements.</p> <p>The Award now provides a disclaimer that requests for extensions to unpaid parental leave may be dealt with under clause 30 of the Award and/or in accordance with the FW Act procedures.</p> <p><u>Discretionary personal/carer's leave</u></p> <p>In addition, 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 may at its discretion provide additional paid leave to the Employee in accordance with the Company policies (as amended from time to time).</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			There is no equivalent term for this in the Award.
12.3	Compassionate Leave	<p>Clause numbering updated from clause 10.3 to clause 12.3.</p> <p>The drafting of clause 10.3 MAC 2015 is deleted:</p> <p><i>“(a) Employees are also entitled to at least 2 and up to 5 days of paid compassionate leave on each occasion when:</i></p> <p><i>(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;</i></p> <p><i>(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</i></p> <p><i>(3) taken after the death of a member of the Employee's immediate family or household.</i></p> <p><i>(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.”</i></p> <p>It has been replaced with a simplified clause 12.3 that reads: <i>“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.”</i></p>	<p>This clause provides that 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.</p> <p>This clause provides a greater entitlement than the NES and the Award (which provide that Employees are entitled to 2 days of compassionate leave for each permissible occasion).</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
12.4	Parental Leave	<p>Clause numbering updated from clause 10.4 to clause 12.4.</p> <p>The entirety of clause 10.4 MAC 2015 is deleted:</p> <p><i>“(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.</i></p> <p><i>(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.</i></p> <p><i>(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.</i></p> <p><i>(d) Primary Caregiver benefits can be split between parents if they both work for the Company.”</i></p> <p>This has now been replaced with new clause 12.4 that reads: <i>“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.”</i></p>	<p>This clause of the Agreement provides that 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.</p> <p>The key terms of the Company’s current policy are as follows.</p> <p>- Parental leave is available to all permanent full-time and permanent part-time employees (i.e. irrespective of gender) who have completed 3 months’ continuous employment in Australia, and applies equally for both births and adoptions of children under the age of 16 years.</p> <p>18 weeks’ paid parental leave is available for a Primary Caregiver, and 2 weeks’ paid leave is available for a Secondary Caregiver. The Primary Caregiver benefits of up to 18 weeks’ paid parental leave can be accessed by both caregivers where both caregivers are employees of</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>BHP. Each caregiver is entitled to separate periods of up to 18 weeks' paid parental leave provided the paid leave is applied for and utilised at a time when that parent is the Primary Caregiver. The benefit no longer needs to be split if both caregivers work for BHP.</p> <p>The explanation of these entitlements has been removed from the Agreement based on employee feedback that having the entitlement in the Agreement and referring to the policy was confusing.</p> <p>The Award incorporates the NES entitlement to parental leave (being 12 months unpaid leave), and accordingly, the parental leave entitlements conferred by the Agreement are more beneficial than the Award.</p>
12.5	Long Service Leave	<p>Clause numbering updated from clause 10.5 to clause 12.5.</p> <p>Reference to "<i>continuous service</i>" is replaced with "<i>continuous employment</i>" throughout the clause.</p>	<p>This Agreement clause provides that Employees are entitled to 13 weeks of paid long service leave after 10 years of continuous</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>Clause 10.5(c) is deleted entirely: <i>“Part time Employees accrue long service leave on a pro-rata basis.”</i></p> <p>It is replaced with new clause 12.5(c): <i>“Casual Employees are entitled to long service leave in accordance with applicable long service leave legislation.”</i></p>	<p>employment with the Company. Employees are also entitled to pro rata long service leave of 6.5 weeks after completing the first 5 years of continuous employment with the Company.</p> <p>This clause clarifies that Casual Employees are also entitled to long service leave in accordance with applicable long service leave legislation.</p> <p>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>There is no long service leave entitlement in the Award and the entitlement under the Agreement exceeds the minimum entitlement under the <i>Long Service Leave Act 1958 (WA)</i>, which entitles employees to 8.67 weeks of long service leave after 10 years of continuous service, with a pro rata entitlement on termination of employment (where</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>termination occurs after 7 years of continuous service, save where dismissal is due to serious misconduct).</p>
12.6	<p>Family and Domestic Violence Leave</p>	<p>New clause 12.6 is inserted and reads:</p> <p><i>“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.”</i></p>	<p>This clause confirms Employees are entitled to Family and Domestic Violence Leave in accordance with the NES and BHP’s policies (as amended).</p> <p>The Award now also incorporates a family and domestic violence leave term. It provides for family and domestic violence leave in accordance with the NES (which amounts to 10 days paid family and domestic violence leave).</p> <p>The Award and Agreement therefore provide for the same minimum entitlements. Employees are also entitled to any more favourable terms provided by BHP’s policies.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
12.7	Community Service Leave	<p>Clause numbering updated from clause 10.6 to clause 12.7.</p> <p>Reference to “<i>National Employment Standards</i>” redrafted as “<i>NES</i>”.</p>	<p>This clause provides that 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.</p> <p>The Award also recognises community service leave as provided for by the NES.</p>
13	Termination of employment	<p>Clause numbering updated from clause 11 to clause 13.</p> <p>Subclause (a) is updated to delete the words: “<i>An Employee or the Company may terminate the employment of the Employee</i>” and it is replaced with: “<i>With the exception of a Casual Employee, or during a probationary period, either the Company or an Employee may terminate the Employee’s employment</i>”</p> <p>Subclause (b) is updated to delete words “<i>45 years old</i>” and replace these with “<i>45 years of age at the time of the termination</i>”</p> <p>New clause 13(c) provides: “<i>The Company may choose to provide notice of termination or payment in lieu of part or all of the notice period.</i>”</p>	<p>This clause provides that 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. This 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.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>Clause 11(c) is now contained in clause 13(d).</p> <p>Clause 11(d) is deleted entirely: <i>“This clause does not apply to casual employees”</i>.</p> <p>New clause 13(e) and (f) are inserted as below:</p> <p><i>“(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.</i></p> <p>(f) <i>Casual Employees may be dismissed upon one hour’s notice.”</i></p>	<p>Casual employees may be dismissed upon one hour’s notice.</p> <p>This clause clarifies that BHP may choose to provide notice of termination or payment in lieu of part or all of the notice period.</p> <p>Where 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>This clause also provides that 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</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>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.</p> <p>There are different notice of termination requirements under the Award and the Agreement. For employees with less than 5 years' service, the period of notice that an employee must provide is shorter in the Award than the Agreement.</p> <p>The Award now clarifies that the employer must pay an employee no later than 7 days after the day on which the employee's employment terminates: (i) the employee's wages for any complete or incomplete pay period up to the end of the day of termination; and (ii) all other amounts that are due to the employee under this award and the NES. This clarification</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>is not set out in the Agreement.</p> <p>The Award also provides for a job search entitlement during the notice period which is not contained in the Agreement. The Award also contains the ability for the employer to deduct wages in relation to not giving the correct amount of notice which is also contained in the Agreement.</p>
14	Redundancy	<p>Clause numbering updated from clause 12 to clause 14.</p> <p>In subclause (a) delete words <i>“If an Employee’s position”</i> and replace with <i>“If a permanent full time or part time Employee’s position”</i>.</p> <p>In subclause (a) delete words <i>“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”</i>.</p> <p>Replace wording with <i>“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</i></p>	<p>This clause details the Employee’s redundancy entitlements.</p> <p>This clause provides that 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</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>benefits set out in the Company's applicable policy on redundancy (as amended from time to time) will apply, which currently provides for".</i></p> <p>In subclause (c) replace reference to "severance pay" with "redundancy pay".</p>	<p>applicable policy on redundancy (as amended from time to time) will apply, which currently provides for:</p> <ul style="list-style-type: none"> • 13 weeks' pay in lieu of notice; and • 8 weeks' pay, plus 2 weeks' pay for each year of completed continuous service <p>Redundancy payment will be made at the Total Salary rate. This is consistent with the MAC 2015.</p> <p>This clause clarifies that the entitlement to redundancy pay does not apply where the Company obtains acceptable alternative employment for the Employee.</p> <p>The Agreement provides more beneficial redundancy payment entitlements than the Award. The Award provides for between 4 – 12 weeks of redundancy pay, depending</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>on the employee's length of service (pursuant to the NES entitlements).</p> <p>The Award provides for a job search entitlement during the notice period which is not contained in the Agreement.</p>
15	Issue resolution procedure	<p>Clause numbering updated from clause 13 to clause 15.</p> <p>Reference to "<i>National Employment Standards</i>" updated to "<i>NES</i>" in clause 15(a).</p> <p>New clause 15(b) inserted "<i>An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.</i>"</p> <p>Clause 13(b) of MAC 2015 is now contained in clause 15(c), with the following amendments: Deleted "<i>The parties involved in an issue must first attempt to resolve the issue</i>" and replaced with "<i>In the first instance, the parties to the dispute must try to resolve the dispute</i>".</p> <p>Clause 13(c) of the MAC 2015 is now contained in clause 15(d), with the following amendments:</p> <ul style="list-style-type: none"> • Delete word "<i>issue</i>" from resolution process. • Replace "<i>issue</i>" with "<i>dispute</i>" in second line. • Delete "<i>Either party may be represented by a person or organisation of their choice during that process.</i>" 	<p>This clause sets out the process for resolving issues which relate to a matter arising under this Agreement or the NES.</p> <p>Employees who are a party to the dispute may appoint a representative for the purposes of the procedures set out in this clause.</p> <p>The following issue resolution processes are set out in this clause:</p> <ul style="list-style-type: none"> • In the first instance, the parties to the dispute must try to resolve the dispute at the workplace

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>Inserted new clause 15(e) and (f) as below:</p> <p>(e) <i>"If, after conciliation by the Fair Work Commission, all the parties agree, the matter can be referred to the Fair Work Commission for arbitration.</i></p> <p>(f) <i>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."</i></p>	<p>level in accordance with the Company's policies as amended from time to time.</p> <ul style="list-style-type: none"> • 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. • If, after conciliation by the Fair Work Commission, all the parties agree, the matter can be referred to the Fair Work Commission for arbitration. <p>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,</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>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.</p> <p>The Award also contains a dispute resolution clause which sets out procedures to be followed if a dispute arises about a matter under the Award or NES. The Award allows the parties to agree on the process to be followed by the FWC in dealing with the dispute, including mediation conciliation and consent arbitration, while the Agreement requires the matter be referred to the FWC for resolution by conciliation. in The Agreement provides that only after conciliation can the matter be referred for arbitration (if all parties agree).</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>The Award now also notes that the FW Act contains the following dispute resolution procedures (in addition to the Award dispute resolution provisions):</p> <ul style="list-style-type: none"> • Request flexible working arrangements (s 65B) • Change casual employment status (s 66M) • Request an extension to unpaid parental leave (s 76B) • Exercise an employee's right to disconnect (s 333N)
16	Individual flexibility arrangement	<p>Clause numbering updated from clause 14 to clause 16.</p> <p>Replaced "<i>Fair Work Act 2009 (Cth)</i>" with "<i>FW Act</i>" in subclause (a).</p> <p>Clause 14(b) of MAC 2015 is now contained in clause 16(b) and amended as follows:</p> <ul style="list-style-type: none"> • Inserted "<i>that the Company must ensure</i>" 	<p>This clause sets out the individual flexibility arrangements under the Agreement. This clause confirms that BHP and an Employee can agree to make an 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</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<ul style="list-style-type: none"> • Replace entirety of clause 14(b)(2) with clause 16(b)(1). • Deleted “(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” and replace with “(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” • Deleted “(3) be genuinely agreed to and leave the Employee better of overall than this agreement” and insert in its place “(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” and “(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” • Inserted new subclause (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.” 	<p>with the requirements of the FW Act.</p> <p>The requirements BHP must ensure the IFA contains, is as follows:</p> <ul style="list-style-type: none"> • deals only with permitted matters and not unlawful matters as set out in the FW Act; • 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; • is genuinely agreed to by the Company and the Employee and is only entered into after the Employee has commenced

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>employment with the Company;</p> <ul style="list-style-type: none"> • 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 • 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. <p>These processes are largely similar to MAC 2015, however contains additional detail and clarifications such as the requirement that the IFA only be entered into after the Employee has commenced employment with BHP and contains details of the terms</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>of the Agreement that will be varied and how it will leave the Employee better off overall than they would have been if no IFA were agreed to.</p> <p>The Award also contains provisions which allow an employee to enter into an IFA in respect of the Award. While the Agreement provision and the Award provision are largely similar, the main differences are that the Award provision contains express obligations that apply where an employer initiates the making of an agreement, and provides for a notice period for termination of an agreement of 13 weeks (rather than 28 days under the Agreement). There is also an additional clarification in the Award that the employer and the employee must genuinely agree, without duress or coercion to any variation of an Award provided for by an agreement.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
17	Consultation	<p>Clause numbering updated from clause 15 to clause 17. Clause name amended from “<i>Management of change</i>” to “<i>Consultation</i>”.</p> <p>The entirety of clause 15 of the MAC 2015 is deleted and replaced by the more detailed and comprehensive consultation requirements in new clause 17:</p> <p><i>“(a) This term applies if the Company:</i></p> <p style="padding-left: 40px;"><i>(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</i></p> <p style="padding-left: 40px;"><i>(2) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.</i></p> <p><i>Consultation in relation to major workplace change</i></p> <p><i>(b) For a major change referred to in paragraph (a)(1):</i></p> <p style="padding-left: 40px;"><i>(1) the Company must notify the relevant Employees of the decision to introduce the major change; and</i></p> <p style="padding-left: 40px;"><i>(2) subclauses (c) to (k) apply.</i></p>	<p>This clause contains the consultation requirements for this Agreement. It in substance follows the drafting of the model consultation term under the FW Act and the requirements applied in the Award. The Agreement consultation clause more closely mirrors the model consultation clause than the Award.</p> <p>The Agreement contains some additional protections including that BHP 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). The Agreement also requires BHP to give prompt and genuine consideration to matters raised about the major change by the relevant Employees or their representative (if any).</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>(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.</i></p> <p><i>(d) If:</i></p> <p style="padding-left: 40px;"><i>(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</i></p> <p style="padding-left: 40px;"><i>(2) the Employee or Employees advise the Company of the identity of the representative;</i></p> <p><i>the Company must recognise the representative.</i></p> <p><i>(e) The Company must notify the relevant Employees and the representatives (if any) of the decision to introduce the change.</i></p> <p><i>(f) As soon as practicable after making its decision, the Company must:</i></p> <p style="padding-left: 20px;"><i>(1) consult with the relevant Employees and their representatives (if any), including by discussing with them:</i></p> <p style="padding-left: 60px;"><i>(A) the introduction of the change; and</i></p> <p style="padding-left: 60px;"><i>(B) the effect the change is likely to have on the Employees; and</i></p> <p style="padding-left: 60px;"><i>(C) measures to avoid or reduce any adverse effect of the change on the Employees; and</i></p> <p style="padding-left: 20px;"><i>(2) for the purposes of the consultation—provide, in writing, to the relevant Employees and their representative (if any):</i></p>	<p>The effect of this clause is that employees must be consulted where there is a 'a definite decision to introduce a major change' or where BHP 'proposes to introduce a change to the regular roster or ordinary hours of work of employees', in accordance with the processes set out in this clause.</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>(A) all relevant information about the change including the nature of the change proposed; and</i></p> <p><i>(B) the reasons or justification for the change; and</i></p> <p><i>(C) information about the expected effects of the change on the Employees; and</i></p> <p><i>(D) any other matters likely to affect the Employees.</i></p> <p><i>(g) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representative (if any).</i></p> <p><i>(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></p> <p><i>(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).</i></p> <p><i>(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.</i></p> <p><i>(k) In this term, a major workplace change is “likely to have a significant effect on Employees” if it results in:</i></p> <p><i>(1) the termination of the employment of Employees; or</i></p>	

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>(2) major change in the composition, operation or size of the Company's workforce or to the skills required of Employees; or</i></p> <p><i>(3) the loss of, or reduction in, job promotion opportunities; or</i></p> <p><i>(4) the loss of, or reduction in, job tenure or job security; or</i></p> <p><i>(5) the alteration of hours of work; or</i></p> <p><i>(6) the need for Employees to be retrained or transferred to other work or locations; or</i></p> <p><i>(7) job restructuring.</i></p> <p><i>Consultation in relation to change to regular roster or ordinary hours of work</i></p> <p><i>(l) For a change referred to in paragraph (a)(2):</i></p> <p style="padding-left: 40px;"><i>(1) the Company must notify the relevant Employees and their representative (if any) in writing of the proposed change; and</i></p> <p style="padding-left: 40px;"><i>(2) subclauses (m) to (r) apply.</i></p> <p><i>(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.</i></p> <p><i>(n) If:</i></p>	

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>(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</i></p> <p><i>(2) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.</i></p> <p><i>(o) As soon as practicable after proposing to introduce the change, the Company must:</i></p> <p><i>(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</i></p> <p><i>(2) for the purposes of the consultation—provide to the relevant Employees and their representatives (if any):</i></p> <p style="padding-left: 40px;"><i>(A) all relevant information about the change, including the nature and expected duration of the change; and</i></p> <p style="padding-left: 40px;"><i>(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</i></p> <p style="padding-left: 40px;"><i>(C) information about any other matters that the Company reasonably believes are likely to affect the Employees; and</i></p> <p><i>(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).</i></p> <p><i>(p) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees and their representatives (if any).</i></p>	

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>(q) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees and their representatives (if any).</i></p> <p><i>(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).</i></p> <p><i>(s) In this clause 17, relevant Employees means the Employees who may be affected by a change referred to in subclause (a)."</i></p>	
N/A	Better off overall test	<p>The entirety of clause 17 of the MAC 2015 is deleted.</p> <p><i>"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."</i></p>	<p>This clause is removed from the Agreement because it is a requirement at law that does not need to be expressed as an 'intention'.</p> <p>There is no equivalent Award term.</p>
18	Workplace delegates	New clause 18 inserted into the Agreement to read:	This clause gives effect to the workplace delegate's rights term as set out in the Award.

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p><i>"The delegates' rights term for this Agreement is the workplace delegates' rights term in the Award as at the date this Agreement is made."</i></p>	<p>The entitlement under the Agreement and the Award are therefore uniform and consistent.</p> <p>The Award has now incorporated a workplace delegate's rights term (at clause 27A) which provides for the exercise of the rights of workplace delegates as set out in section 350C of the FW Act. This clause addresses matters such as:</p> <ul style="list-style-type: none"> • right of representation • entitlement to reasonable communication • entitlement to reasonable access to the workplace and workplace facilities • entitlement to reasonable access to training • the exercise of entitlements under clause 27A

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			This term did not form part of the MAC 2015 and was only incorporated into the Award with effect from 1 July 2024 (reflecting term as amended on 23 January 2026).
19	Comprehensive Agreement - No further claims	<p>Clause numbering updated from clause 16 to clause 19. The previous clause 16 of the MAC 2015 has been replaced with this clause 19, which reads:</p> <p>(a) <i>“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.</i></p> <p>(b) <i>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.”</i></p>	<p>Clause numbering updated and new clause title. The changes from the MAC 2015 serve to clarify that Agreement is intended to be a comprehensive statement of the mutual rights and obligations between the parties during the term of the Agreement, and also excludes any industrial instrument that might otherwise apply.</p> <p>There is no equivalent provision in the Award.</p>
20	Flight Delay Payment Scheme	<p>New clause 20 inserted to read:</p> <p><i>“(a) The Company will introduce a policy to compensate Employees if their flights from site are delayed (Flight Delay Payment Scheme).</i></p> <p><i>(b) The Flight Delay Payment Scheme will specify the eligibility criteria for compensation under the Scheme.</i></p>	<p>This is a new clause that did not exist in the MAC 2015 and does not have an equivalent provision under the Award.</p> <p>This clause clarifies that BHP will introduce a new policy which will provide for a Flight</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<i>(c) The Company will introduce the Flight Delay Payment Scheme by no later than 1 January 2027.”</i>	<p>Delay Payment Scheme that will compensate Employees if their flights from site to Perth are delayed.</p> <p>The eligibility and terms of the Flight Delay Payment Scheme will be set out under the policy. This scheme will be introduced by no later than 1 January 2027.</p>
Schedule 1(1.1)	Classification	<p>The following drafting from the MAC 2015 has been deleted entirely: <i>“The minimum 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”</i></p> <p>It has been replaced with a new classification framework. New subclause 1.1 provides:</p> <p><i>“In each of the classifications it is a requirement that an Employee must:</i></p> <ul style="list-style-type: none"> <i>(a) diligently undertake all duties and responsibilities in their role profile as directed by the Company from time to time;</i> <i>(b) perform work in a flexible manner as reasonably required by the Company and in accordance with the Employee’s ability and competence;</i> <i>(c) acquire any skills as reasonably requested by the Company and, undertake required training and assist with the training of others; and</i> <i>(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.”</i> 	<p>Schedule 1(1.1) to the Agreement sets out requirements that apply to all of the classifications in the Agreement. Employees must comply with these requirements, which relate to diligent performance, working flexibly, acquiring skills, participating in training and the use of tools and equipment.</p> <p>These requirements were not contained in the MAC 2015.</p> <p>The current Award contains a near-identical classification structure in Schedule A, requiring flexible performance,</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			skills acquisition and proper equipment use. The Agreement mirrors these and adds a BHP specific diligence/role-profile requirement that is not contained in the Award.
Schedule 1 (1.2)	Progression Principles	<p>Entirely new subclause 1.2 inserted:</p> <p><i>“An Employee may progress through the classification levels subject to:</i></p> <p><i>(a) possessing the applicable skills and capabilities for the level; and</i></p> <p><i>(b) being operationally required by the Company to perform work at that level.</i></p> <p><i>Progression between levels will be subject to the employee being appointed in writing by the Company.”</i></p>	<p>This sub-clause provides Employee progression is contingent on capability and operational need and requires written Company appointment to effect progression. This ensures Employees have clearer, documented pathways and understand that advancement is not automatic even if skills are present.</p> <p>This clause is more prescriptive than the relevant clause in the MAC 2015, which simply stated classifications would be reviewed where</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>responsibilities changed on an ongoing basis.</p> <p>The drafting in this clause materially mirrors the drafting in A.1.2 of the Award, however the Agreement clarifies that progression between levels (not just from Level 4 and above) will be subject to appointment in writing by BHP. The Award does not have the same written appointment requirement.</p>
Schedule 1(1.3)	Remuneration Increases – Base Salaries	<p>New subclause added, providing for guaranteed annual remuneration increases:</p> <p><i>“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:</i></p> <p>(a) 1 September 2027</p> <p>(b) 1 September 2028</p> <p>(c) 1 September 2029”</p>	<p>This new subclause guarantees 4% Base Salary increases on specified dates, giving employees predictable wage growth and clarity that after nominal expiry of the Agreement, increases revert to BHP’s applicable wage review process.</p> <p>This is a significant change from the MAC 2015, which contained no guaranteed increases, stating instead that</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			<p>salary would be reviewed and adjusted annually under company policy.</p> <p>The Award governs minimum rates adjusted by the FWC but does not mandate employer-specific increases. The Base Salaries set under the Agreement are more favourable than the Award entitlements.</p>
Schedule 1 (1.4)	Remuneration Increases – ARR Guarantee	<p>New subclause 1.4 inserted to provide for guaranteed base salary increases:</p> <p><i>“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).”</i></p>	<p>This new subclause operates to guarantee a 4% actual base salary increase as an outcome of BHP’s Annual Reward Review process. This includes where the actual base salaries are more than the Base Salaries set out in Schedule 1 of the Agreement.</p> <p>This is a notable change from the MAC 2015 which did not contain any guaranteed remuneration increases (including by reference to the Annual Reward Review process).</p>

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)														
			As noted above, the Award governs minimum rates adjusted by the FWC but does not mandate employer-specific increases.														
Schedule 1 (Classifications)	Classifications	<p>The table in Schedule 1(1) of the MAC 2015 has been replaced by six (6) separate classification tables reflecting specific production, processing and maintenance cohorts.</p> <p>The new classification tables include:</p> <p>Mining (Production) – Haul Truck / Water Cart Operators</p> <table border="1" data-bbox="620 932 1697 1367"> <thead> <tr> <th data-bbox="620 932 797 1174">Classification</th> <th data-bbox="801 932 990 1174">Description</th> <th data-bbox="994 932 1077 1174">Level</th> <th data-bbox="1081 932 1283 1174">Minimum Base Salary Commencement</th> <th data-bbox="1288 932 1429 1174">Minimum Base Salary September 2027</th> <th data-bbox="1433 932 1574 1174">Minimum Base Salary September 2028</th> <th data-bbox="1579 932 1697 1174">Minimum Base Salary September 2029</th> </tr> </thead> <tbody> <tr> <td data-bbox="620 1177 797 1367">Technician Production HTO</td> <td data-bbox="801 1177 990 1367">Performs basic haul truck or water cart tasks under guidance. Performs basic</td> <td data-bbox="994 1177 1077 1367">1</td> <td data-bbox="1081 1177 1283 1367">\$101,000</td> <td data-bbox="1288 1177 1429 1367">\$105,040</td> <td data-bbox="1433 1177 1574 1367">\$109,242</td> <td data-bbox="1579 1177 1697 1367">\$113,611</td> </tr> </tbody> </table>	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	1	\$101,000	\$105,040	\$109,242	\$113,611	<p>The structure of the table in Schedule 1(1) has been reformatted, and it no longer refers to the Reference Levels (from the Award). The Minimum Base Salary is now set out into stream specific, role titled tables with detailed position descriptions.</p> <p>The expanded classification structure moves away from the more generic production/processing/maintenance labels to detailed cohorts such as Haul Truck/Water Cart, Ancillary, Load Units, Drill & Blast, Processing (Production) and Maintenance with identified trades and seniority.</p> <p>The minimum Base Salaries across all classifications in the Agreement are higher than</p>
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	1	\$101,000	\$105,040	\$109,242	\$113,611											

Agreement clause number	Agreement clause name	Changes from the MAC 2015						Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)	
			tasks under supervision.					the Base Salaries contained in the MAC 2015.	
			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	The Minimum Base Salaries in the Agreement exceed the base rates of pay set out in the Award.
			Operates multiple vehicles competently e.g. Truck and Watercart. Experienced multi-skilled. Applies judgment, requires limited supervision, supports other	3	\$116,800	\$121,472	\$126,331	\$131,384	

Agreement clause number	Agreement clause name	Changes from the MAC 2015							Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)														
			team members. Coaches' others and excels in safe & productive operation. Highly skilled. Applies broad knowledge to complex/non-routine tasks.																				
Mining (Production) – Ancillary Equipment Operators:																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="622 965 797 1203">Classification</th> <th data-bbox="804 965 969 1203">Description</th> <th data-bbox="976 965 1059 1203">Level</th> <th data-bbox="1066 965 1272 1203">Minimum Base Salary Commencement</th> <th data-bbox="1279 965 1422 1203">Minimum Base Salary September 2027</th> <th data-bbox="1429 965 1572 1203">Minimum Base Salary September 2028</th> <th data-bbox="1579 965 1704 1203">Minimum Base Salary September 2029</th> </tr> </thead> <tbody> <tr> <td data-bbox="622 1208 797 1396">Technician Production Ancillary</td> <td data-bbox="804 1208 969 1396">Operates 1–2 ancillary equipment types. Small Ancillary or Low</td> <td data-bbox="976 1208 1059 1396" style="text-align: center;">1</td> <td data-bbox="1066 1208 1272 1396" style="text-align: center;">\$101,000</td> <td data-bbox="1279 1208 1422 1396" style="text-align: center;">\$105,040</td> <td data-bbox="1429 1208 1572 1396" style="text-align: center;">\$109,242</td> <td data-bbox="1579 1208 1704 1396" style="text-align: center;">\$113,611</td> </tr> </tbody> </table>										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	1	\$101,000	\$105,040	\$109,242	\$113,611
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	1	\$101,000	\$105,040	\$109,242	\$113,611																	

Agreement clause number	Agreement clause name	Changes from the MAC 2015						Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)	
			Experience. Performs basic tasks under supervision.						
			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.	3	\$116,800	\$121,472	\$126,331	\$131,384	

Agreement clause number	Agreement clause name	Changes from the MAC 2015						Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)	
			<p>Applies judgment, requires limited supervision, supports other team members.</p> <p>Highly experienced, versatile operator. All-Round Skilled Ancillary. Highly skilled. Applies broad knowledge to complex/non-routine tasks such as contour Dozer</p>						

Agreement clause number	Agreement clause name	Changes from the MAC 2015					Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)	
		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	2	\$103,700	\$107,848	\$112,162	\$116,648

Agreement clause number	Agreement clause name	Changes from the MAC 2015						Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)	
			equipment / tools. Performs duties with some discretion and/or responsibility .						
			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.	3	\$116,800	\$121,472	\$126,331	\$131,384	

Agreement clause number	Agreement clause name	Changes from the MAC 2015						Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)														
		Highly skilled. Applies broad knowledge to complex/non-routine tasks.																				
Mining (Production) - Drill & Blast:																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="616 903 786 1145">Classification</th> <th data-bbox="786 903 1037 1145">Description</th> <th data-bbox="1037 903 1115 1145">Level</th> <th data-bbox="1115 903 1308 1145">Minimum Base Salary Commencement</th> <th data-bbox="1308 903 1444 1145">Minimum Base Salary September 2027</th> <th data-bbox="1444 903 1581 1145">Minimum Base Salary September 2028</th> <th data-bbox="1581 903 1697 1145">Minimum Base Salary September 2029</th> </tr> </thead> <tbody> <tr> <td data-bbox="616 1145 786 1364">Technician Production Drill & Blast</td> <td data-bbox="786 1145 1037 1364">Blasting Operator and/or Drilling Assistant. Supports basic blasting tasks. Performs basic</td> <td data-bbox="1037 1145 1115 1364" style="text-align: center;">1</td> <td data-bbox="1115 1145 1308 1364" style="text-align: center;">\$101,000</td> <td data-bbox="1308 1145 1444 1364" style="text-align: center;">\$105,040</td> <td data-bbox="1444 1145 1581 1364" style="text-align: center;">\$109,242</td> <td data-bbox="1581 1145 1697 1364" style="text-align: center;">\$113,611</td> </tr> </tbody> </table>									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	1	\$101,000	\$105,040	\$109,242	\$113,611
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	1	\$101,000	\$105,040	\$109,242	\$113,611																

Agreement clause number	Agreement clause name	Changes from the MAC 2015							Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			tasks under supervision.						
			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,	3	\$116,800	\$121,472	\$126,331	\$131,384	

Agreement clause number	Agreement clause name	Changes from the MAC 2015						Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)	
			supports other team members.						
		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	2	\$103,550	\$107,692	\$112,000	\$116,480	

Agreement clause number	Agreement clause name	Changes from the MAC 2015							Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		<p>equipment/tools, or operates 1–2 ancillary equipment types. Small Ancillary or Low Experience.</p> <p>Performs duties with some discretion and/or responsibility.</p>							
		<p>Leads shift or team, coordinates production activities. Experienced.</p> <p>Applies judgment, requires limited supervision, supports other team members.</p> <p>Not a Shift Supervisor</p>	3	\$110,000	\$114,400	\$118,976	\$123,735		

Agreement clause number	Agreement clause name	Changes from the MAC 2015							Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)														
		Technician Processing Production Sample Laboratory	<p>Handles and processes ore samples for the delivery of quality control.</p> <p>Applies judgment, requires limited supervision, supports other team members.</p> <p>Not a Shift Supervisor.</p>																				
Maintenance:																							
<table border="1"> <thead> <tr> <th data-bbox="620 1016 781 1257">Classification</th> <th data-bbox="786 1016 1046 1257">Description</th> <th data-bbox="1050 1016 1126 1257">Level</th> <th data-bbox="1131 1016 1314 1257">Minimum Base Salary Commencement</th> <th data-bbox="1319 1016 1449 1257">Minimum Base Salary September 2027</th> <th data-bbox="1453 1016 1583 1257">Minimum Base Salary September 2028</th> <th data-bbox="1588 1016 1697 1257">Minimum Base Salary September 2029</th> </tr> </thead> <tbody> <tr> <td data-bbox="620 1260 781 1393">Service Support</td> <td data-bbox="786 1260 1046 1393">Trade Assistant / Labourer. Assists Trades with non-skilled tasks.</td> <td data-bbox="1050 1260 1126 1393">1</td> <td data-bbox="1131 1260 1314 1393">\$102,600</td> <td data-bbox="1319 1260 1449 1393">\$106,704</td> <td data-bbox="1453 1260 1583 1393">\$110,972</td> <td data-bbox="1588 1260 1697 1393">\$115,411</td> </tr> </tbody> </table>										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.	1	\$102,600	\$106,704	\$110,972	\$115,411
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.	1	\$102,600	\$106,704	\$110,972	\$115,411																	

Agreement clause number	Agreement clause name	Changes from the MAC 2015							Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			Performs basic tasks under supervision. Includes: i. Service Support Tyres ii. Service Support Dewatering iii. Maintenance Associate iv. Technician Service Support Lubrication v. Technician Service Support Scaffolding						
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: i. Rigging ii. Dogging	2	\$104,000	\$108,160	\$112,486	\$116,986			

Agreement clause number	Agreement clause name	Changes from the MAC 2015							Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			iii. Crane Operator						
		Technician Mechanical	Trade Qualified. Experienced. Applies judgment, requires limited supervision, supports other team members. Includes: i. Mechanical Fitter ii. Boilermaker Welder iii. Dewatering iv. Condition Monitoring v. Mechanic vi. Plumber vii. Carpenter	3	\$126,000	\$131,040	\$136,282	\$141,733	
		Technician Electrical	Trade Qualified. Experienced. Applies judgment, requires limited supervision, supports other team members. Includes: i. Electrician						

Agreement clause number	Agreement clause name	Changes from the MAC 2015							Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			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	

Agreement clause number	Agreement clause name	Changes from the MAC 2015						Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)						
		Technician Electrical	Trade Qualified. Post-trade specialist role or Dual Trade. Deep specialized expertise. Leads and solves complex issues. Not a Shift Supervisor.											
Schedule 2	Work Allowance and Night Shift Allowance	<p>The entirety of Schedule 1(2) of the MAC 2015 is deleted:</p> <p><i>“For the currently applicable rosters of 14 days on 7 days off and 7 days, 7 nights on and 7 days off:</i></p> <ul style="list-style-type: none"> <i>the Work Allowance is an amount equal to 32.5% of an Employee's Base Salary; and</i> <i>the Night Shift Allowance is an amount equal to 3% of an Employee's Base Salary”</i> <p>This is replaced with an updated Schedule 2, which contains the wording and table below:</p> <p><i>“The Work Allowance and Night Shift Allowance applicable to the Company’s currently applicable rosters are set out in the table below.”</i></p> <table border="1" data-bbox="618 1201 1220 1310"> <thead> <tr> <th data-bbox="618 1201 822 1310"><i>Roster</i></th> <th data-bbox="822 1201 1021 1310"><i>Work Allowance</i></th> <th data-bbox="1021 1201 1220 1310"><i>Night Shift Allowance</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="618 1310 822 1375"></td> <td data-bbox="822 1310 1021 1375"></td> <td data-bbox="1021 1310 1220 1375"></td> </tr> </tbody> </table>						<i>Roster</i>	<i>Work Allowance</i>	<i>Night Shift Allowance</i>				<p>This clause sets out the Work Allowance and Night Shift Allowance applicable to the Company’s currently applicable rosters.</p> <p>There are three additional rosters that were not contained in the MAC 2015:</p> <ul style="list-style-type: none"> 8 days on, 6 days off, 7 nights on, 7 days off; 8 days on, 6 days off; and 2 weeks on, 2 weeks off. <p>The Work Allowance for the 14 days on 7 days off and 7 days, 7 nights on and 7 days off rosters has increased from</p>
<i>Roster</i>	<i>Work Allowance</i>	<i>Night Shift Allowance</i>												

Agreement clause number	Agreement clause name	Changes from the MAC 2015			Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
		14 days on, 7 days off	40% of an Employee's Base Salary	N/A	<p>32.5% of an Employees Base Salary to 40% of an Employee's Base Salary.</p> <p>Employees on the remaining three rosters will receive a Work Allowance of between 20% to 25% of the Employee's Base Salary (depending on their roster)</p> <p>The Night Shift Allowance has increased from 3% to 5% of an Employee's Base Salary (for those Employees who are rostered to work night shift).</p> <p>The Award provides for the industry allowance, which is set at \$39.53 per week. This is less than the Agreement allowances identified above.</p> <p>The Award contains other allowances (such as the first aid, meal allowance for overtime work, and leading hand allowance). The Total Salary exceeds what an</p>
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			

Agreement clause number	Agreement clause name	Changes from the MAC 2015	Explanation of the term and its effect, and comparison with the MAC 2015 and Mining Industry Award (the Award)
			employee would otherwise be paid under the Award.

2. Terms in the Agreement that are more beneficial than the Award

Clause in the Agreement	How the Agreement is more beneficial than the Award	Equivalent clause in the Award	Employees affected						
<p>Clause 8 – Remuneration Schedule 1(1.1) – Classifications and Base Salaries</p>	<p>As at the date the Agreement was made, the Agreement provides for annual base salaries which are higher than the minimum rates in the Award</p> <p>Employees are paid fortnightly (cl 8.2(a)). This higher pay frequency is beneficial relative to the Award which mandates that payments must be made at least monthly. Unlike in the Award (cl 15.2 and 15.7), junior employees and employees who are eligible for a supported wage are not subject to lower pay rates under the Agreement.</p>	<p>Clause 15 – Minimum rates and classifications</p> <p>Clause 16.1 – permits pay to be at a frequency of no longer than monthly</p> <p>Clause 17 – Annualised wage arrangements</p> <p>Clause 18 – Allowances</p> <p>Clause 20 – Overtime</p> <p>Clause 21 – Shiftwork and Penalty Rates</p> <p>Clause 22.3—Payment for annual leave</p>	<p>All employees covered by the Agreement</p>						
<p>Clause 8 – Remuneration Schedule 2 - Work Allowance and Night Shift Allowance</p>	<p>Schedule 12 of the Agreement provides allowances in addition to the base salary: the Work Allowance and Night Shift Allowance. These allowances apply where employees meet the eligibility requirements as outlined in Schedule 12 for each component.</p> <p>The allowances and their eligibility requirements are below:</p> <table border="1"> <thead> <tr> <th>Roster</th> <th>Work Allowance</th> <th>Night Shift Allowance</th> </tr> </thead> <tbody> <tr> <td>14 days on, 7 days off</td> <td>40% of an Employee's Base Salary</td> <td>N/A</td> </tr> </tbody> </table>	Roster	Work Allowance	Night Shift Allowance	14 days on, 7 days off	40% of an Employee's Base Salary	N/A	<p>Clause 18—Allowances</p> <p>Clause 21 – Shiftwork and Penalty Rates</p>	<p>All employees covered by the Agreement</p>
Roster	Work Allowance	Night Shift Allowance							
14 days on, 7 days off	40% of an Employee's Base Salary	N/A							

Clause in the Agreement	How the Agreement is more beneficial than the Award			Equivalent clause in the Award	Employees affected
	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		
	<p>These allowances do not directly align with the allowances and penalty rates in the Award (which are payable, subject to certain conditions). However, the Agreement base salary together with the Schedule 1 allowances exceeds any allowance, or combination of allowances, or penalty rates payable under the Award, including the:</p> <ul style="list-style-type: none"> • weekly industry allowance of \$39.53 (Award cl 18.2(b)); • weekly licence allowance—electricians of \$48.61 (Award cl 18.2(c)); • weekly first aid allowance of \$21.37 (Award cl 18.2(e)); • weekly leading hand allowance \$47.01 to \$80.45 (Award cl 18.2(f)); • meal allowance for overtime work of \$21.17 on each occasion (Award cl 18.3(a)); and • weekly tool allowance of \$17.86 (Award cl 18.3(b)). • penalty rate at 115% of the ordinary rate of pay while on afternoon shift or night shift (Award cl 21.2(a)); • penalty rate at 130% of the ordinary rate of pay while on permanent night shift (Award cl 21.2(b)); 				

Clause in the Agreement	How the Agreement is more beneficial than the Award	Equivalent clause in the Award	Employees affected
	<ul style="list-style-type: none"> • penalty rate at 150% of the ordinary rate of pay while working the first 3 hours on a Saturday before 12 noon (Award cl 21.3); • penalty rate at 200% of the ordinary rate of pay while working the after 3 hours on a Saturday before 12 noon (Award cl 21.3); • penalty rate at 200% of the ordinary rate of pay while working on a Saturday after 12 noon and all hours on Sunday (Award cl 21.3). <p>The Agreement also expressly provides that when a new roster is introduced, the Work Allowance and/or Night Shift Allowance are recalculated so that the affected employee is better off than under the Award based on the employee's new Rostered Hours assessed over a 12-month period.</p>		
<p>Clause 8.6 – Step-Up Supervisor Allowance</p>	<p>Employees appointed as Step-Up Supervisors receive an allowance of \$6,000 per annum, paid fortnightly, provided the prescribed eligibility criteria is met.</p> <p>This allowance exceeds the Award's leading-hand allowance maximum (e.g., \$80.45 per week for >20 direct reports, approximately \$4,183 per year) and provides a clear, role-specific uplift that the Award does not otherwise guarantee for temporary step-up coverage outside the leading-hand arrangements. The Award's leading-hand allowance only applies where an employee is "in charge" of a specified number of employees, whereas the Agreement's allowance is broader and applies where temporary supervisory duties are performed in addition to the employee's substantive role.</p>	<p>18.2(f) – Leading hand allowance</p>	<p>All employees covered by the Agreement who are temporarily appointed in writing as Step-Up Supervisors</p>
<p>Clause 8.7 – Additional Shifts</p>	<p>The Agreement creates an entitlement to additional compensation at 1.5 × Base Salary/Rostered Hours per additional shift where an employee works an approved non-rostered additional shift at site. This is in addition to the employee's Base Salary which is calculated to compensate for routine overtime. Additional Shifts are not included in an employee's Ordinary Hours or Rostered Hours.</p>	<p>Clause 20 – Overtime</p>	<p>All employees covered by the Agreement who are directed to work a full non-rostered additional shift at site</p>

Clause in the Agreement	How the Agreement is more beneficial than the Award	Equivalent clause in the Award	Employees affected
<p>Clause 9.5 – Meal and crib breaks</p>	<p>Under the Agreement, employees are entitled to 60 minutes of paid meal and crib breaks per shift. The Award only provides for an unpaid 30-minute break after every 5 hours worked for non–shift workers; or a paid 20-minute break for shift workers working 10 hours or less; or paid meal breaks totalling 40 minutes per shift for shift workers working over 10 hours.</p>	<p>Clause 14.1 – Meal breaks</p>	<p>All employees covered by the Agreement</p>
<p>Clause 12.1 – Annual Leave</p>	<p>Under the Agreement, 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 (cl 12.1(c)). This is more beneficial than the Award which provides for the NES entitlements to annual leave.</p> <p>Under the Agreement, the amount of annual leave which employees may agree with the Company to cash out is not capped so long as it does not result in the Employee’s accrual being less than 4 weeks (cl 12.1(i)), which is more beneficial compared to the Award which caps the amount of annual leave which may be cashed out annual leave at 2 weeks in any 12-month period (Award cl 22.12(h)).</p>	<p>Clause 22 – Annual leave</p>	<p>All employees covered by the Agreement other than casual employees</p>
<p>Clause 12.1(e) - Annual Leave</p> <p>Clause 12.2(d) – Personal/Carer’s Leave</p>	<p>Under the Agreement, employees taking paid annual leave and personal/carer’s leave are paid for all Rostered Hours they would otherwise have worked in the period at their applicable rate, expressly including Base Salary and any applicable Work or Night Shift Allowance.</p> <p>Under the Award, leave is provided for as per the NES, which is generally paid at the base rate for ordinary hours and does not require payment of penalties or non-all-purpose loadings.</p> <p>The Agreement’s inclusion of rostered hours and allowances result in a higher leave payment than Award minimums.</p>	<p>Clause 22 – Annual Leave</p> <p>Clause 23 – Personal/carer’s leave and compassionate leave</p>	<p>All employees covered by the Agreement</p>
<p>Clause 12.3 – Compassionate Leave</p>	<p>The Agreement provides a more beneficial entitlement to up to 5 days of paid compassionate leave. The Award, by reference to the</p>	<p>Clause 23 – Personal/carer’s leave and compassionate leave</p>	<p>All employees covered by the Agreement other than casual employees.</p>

Clause in the Agreement	How the Agreement is more beneficial than the Award	Equivalent clause in the Award	Employees affected
	NES, provides for a maximum of two days' paid compassionate leave.		
Clause 12.4 – Parental Leave	The Agreement provides for a greater entitlement to parental leave than the Award (by reference to the NES). The Agreement entitlement is in accordance with the Parental Leave Policy, which currently includes an entitlement to 18 weeks' paid parental leave for a Primary Caregiver, and 2 weeks' paid leave for a Secondary Caregiver. Eligible employees can access paid parental leave after three months' continuous service. Where both caregivers are employees, each is entitled to separate periods of 18 weeks' paid parental leave, provided the leave is utilised at a time when the parent is the Primary Carer.	Clause 24 – Parental leave and related entitlements	All employees covered by the Agreement (other than casual employees, but they may be entitled to unpaid parental leave).
Clause 13 – Termination	Under the Agreement, employees (other than casual employees) will receive four weeks' written notice of termination of employment (regardless of length of service), or five weeks if the employee is over 45 years of age and has more than two years' continuous service. Under the Award, the notice period is based on the length of an employee's service, and employees with less than five years' continuous service receive a shorter notice period of notice compared to the Agreement.	Clause 31 – Termination of employment and section 117 of the FW Act	All employees covered by the Agreement other than casual employees
Clause 14 – Redundancy	The entitlement to redundancy pay is greater under the Agreement compared to the Award (which references the NES), providing: <ul style="list-style-type: none"> • 13 weeks' pay in lieu of notice; and • 8 weeks' pay, plus 2 weeks' pay for each year of completed continuous service. 	Clause 32 – Redundancy	All employees covered by the Agreement other than casual employees
Clause 17 – Consultation	The Agreement and Award have similar consultation terms in relation to major workplace changes with significant effects on employees. The Agreement entitles employees and their representatives to receive more detailed information on the change, including all relevant information about the change and the reasons or justification for the change, which the Award does not expressly provide. The Agreement requires the Company to take reasonable steps to communicate the outcome of the consultation process.	Clause 28 – Consultation about major workplace change	All employees covered by the Agreement

Clause in the Agreement	How the Agreement is more beneficial than the Award	Equivalent clause in the Award	Employees affected
Clause 17 – Consultation	The Agreement has more beneficial consultation terms in relation to changes to rosters or hours of work, as it entitles employees and their representatives to receive all relevant information about the change; the believed effects of the change on the employees (including effects on remuneration); and information about any other matters that are likely to affect employees. The Agreement requires the Company to give prompt and genuine consideration to matters raised about the change by employees and their representatives, and to take reasonable steps to communicate the outcome of the consultation process. Unlike the Award, the Agreement does not exclude the consultation term from employees whose working hours are “irregular, sporadic or unpredictable”.	Clause 29 – Consultation about changes to rosters or hours of work	All employees covered by the Agreement

3. Benefits in the Agreement that do not appear in the Award

Clause in the Agreement	How the Agreement is more beneficial than the Award	Employees affected
Clause 6.4(b) – Employment conditions	Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by BHP.	All employees covered by the Agreement
Clause 8.4 Incentive Program	Employees will be eligible to participate in the Company’s incentive program, as amended from time to time.	All employees covered by the Agreement
Clause 12.2 – Personal/Carer’s Leave	Under the Agreement, where an employee has exhausted their accrued paid personal/carers leave entitlement and requires further personal leave because of a serious illness or injury, BHP may at its discretion provide additional paid leave to the employee in accordance with the Company’s policies (as amended from time to time)	All employees covered by the Agreement
Clause 12.5 – Long Service Leave	<p>Under the Agreement, employees are entitled to 13 weeks of paid long service leave after 10 years of continuous employment, and pro rata long service leave of 6.5 weeks after completing the first 5 years of continuous employment.</p> <p>There is no equivalent provision for long service leave in the Award, and this entitlement exceeds the minimum under the <i>Long Service Leave Act 1958 (WA)</i>, which entitles employees to 8.667 weeks leave after 10 years of continuous service, with a pro rata entitlement on dismissal after 7 years of continuous service (save where dismissal is due to serious misconduct).</p>	All employees covered by the Agreement
Clause 20 – Flight Delay Payment Scheme	Under the Agreement, the Company has made a commitment to introduce a policy to compensate Employees if their flights from site to Perth are delayed. This policy will be introduced by no later than 1 January 2027. There is no equivalent entitlement or benefit under the Award.	All employees covered by the Agreement
Schedule 1(3) – Remuneration Increases – Base Salaries Schedule 1(4) – Remuneration Increases – ARR Guarantee	<p>The Agreement guarantees 4% Base Salary increases on specified future dates during the term of the Agreement. This applies to Base Salaries listed in Schedule 1 and to actual base salaries as a guaranteed outcome of BHP’s Annual Reward Review process (even where those actual base salaries are higher than the Base Salaries).</p> <p>The Award sets minimum rates and provides for FWC adjustments but does not prescribe employer-specific, forward-dated guarantees of individual salary increases.</p>	All employees covered by the Agreement

4. Terms in the Award that are more beneficial than the Agreement

Clause in the Agreement	How the Agreement is less beneficial than the Award	Clause of Award	Employees affected
Clause 6.2 – Part time employment	The Award requires the employer to inform a part-time employee of their ordinary hours of work; and the starting and finishing times of their work. The Agreement does not provide a similar requirement.	Clause 10.2 – Part time employees	All part time employees covered by the Agreement.
Clause 6.1 – Full time employment	A full-time employee under both the Agreement and Award work an average of 38 ordinary hours per week. Under the Agreement this average is over a defined work cycle not exceeding 8 weeks, whereas under the Award, this may be averaged over a period of up to 26 weeks.	Clause 12.3 – Ordinary hours of work	All full time employees covered by the Agreement.
Clause 6.3 – Casual employment	Under the Award, when a casual employee works overtime, they must be paid at the overtime rates set out in clauses 20.1 and 20.2 of the Award. There is no entitlement to casual overtime rate under the Agreement.	Clause 11.5 – Casual Employees	All casual employees
Clause 9 – Rostered Hours of Work	Under the Award, subject to some exceptions, employees may be required to work up to 10 ordinary hours per day, between 6.00 am - 6.00 pm Monday to Sunday (or for shiftworkers, 10 consecutive ordinary hours (including meal breaks) on any day of the week). The Agreement does not include similar limitations on hours worked by employees.	Clause 12.4 – Ordinary hours of work—employees other than shiftworkers Clause 12.5 – Ordinary hours of work—shiftworkers	All employees covered by the Agreement.
Clause 9.2 – Reasonable additional hours	The Total Salary under the Agreement accounts for the fact that employees may work reasonable additional hours outside their Rostered Hours to meet the full requirements of their role, such that they are not entitled to additional pay for additional hours. Under the Award, employees have a right to disconnect. The Award also provides for an average of 38 ordinary hours per week, and overtime is payable with respect to any additional hours worked (including overtime for casual employees). Whilst there is a greater opportunity for employees to earn overtime under the Award, the higher Base Salaries under the Agreement	Clause 12A – Employee right to disconnect Clause 20 – Overtime	All employees covered by the Agreement.

Clause in the Agreement	How the Agreement is less beneficial than the Award	Clause of Award	Employees affected
	compared to the minimum rates of pay under the Award offset any disadvantage caused by the increased normal hours under the Agreement.		
Clause 9.5 – Meal and crib breaks	<p>The Award prohibits the employer from requiring an employee to work more than 5 hours without a meal break. Further, under the Award, where reasonably practicable, any overtime must be arranged so that employees have at least 10 consecutive hours (8 consecutive hours for shiftworkers) off work between successive working days. If an employee is required to work without having had this minimum time off work, they are entitled to be paid at the overtime rate, and are then entitled to be absent until they have had such time off work without loss of pay for ordinary working time.</p> <p>The Agreement does not contain these provisions.</p>	<p>Clause 14.1 – Meal breaks</p> <p>Clause 14.3 – Minimum break between work on successive days or shifts</p>	All employees covered by the Agreement.
Clause 8.5 – Overpayment	The Agreement requires an employee who becomes aware of an overpayment to notify the Company of the overpayment as soon as possible and repay an overpayment within a reasonable period of time. There is no similar obligation in the Award (noting both the Agreement and the Award authorise the employer to deduct overpayments from the employee).	Clause 16.3 – employer may deduct overpayment of wages or allowances	All employees covered by the Agreement.
Clause 8 – Remuneration Clause 13 - Termination of employment	The Award requires the employer to pay an employee no later than 7 days after the day on which the employee’s employment terminates the employee’s wages and all other amounts that are due to the employee. The Agreement does not provide specific rules on when an employee’s final pay must be paid.	Clause 16.4 – Payment on termination of employment	All employees covered by the Agreement.
Clause 9 – Rostered Hours of work	Under the Award, employees who are required to return to work overtime after leaving the employer’s premises are required to be engaged or paid for a minimum of 4 hours at the appropriate overtime rate.	Clause 20.3 – Recall— employees other than continuous shiftworkers	All employees covered by the Agreement other than continuous shiftworkers.

Clause in the Agreement	How the Agreement is less beneficial than the Award	Clause of Award	Employees affected
<p>Clause 9.5 – Meal and crib breaks</p>	<p>Under the Award, an employee may take a paid rest break of 20 minutes after each 4 hours of overtime worked, if the employee is required to continue work after the rest break. The Award also gives an entitlement to a paid meal allowance (\$21.17) on each occasion that the employee is entitled to a rest break during overtime work – provided that the employer does not provide a meal or meal making facilities or if the employee was not notified the day prior that they would be required to work overtime.</p> <p>The Agreement does not contain these provisions.</p>	<p>Clause 18.3(a) – Meal allowance for overtime work</p> <p>Clause 20.6 – Rest breaks during overtime</p>	<p>All employees covered by the Agreement.</p>
<p>Clause 12.1 – Annual Leave</p>	<p>Under the Award, a direction by the employer for an employee to take excess annual leave cannot:</p> <ul style="list-style-type: none"> • require the employee to take any period of paid annual leave of less than one week; • require the employee to take a period of paid annual leave beginning more than 12 months, after the direction is given; or • be inconsistent with any leave arrangement agreed by the employer and employee. <p>The Agreement does not contain these provisions.</p>	<p>Clause 22.9(b) – Excessive leave accruals: direction by employer that leave be taken</p>	<p>All employees covered by the Agreement other than casual employees.</p>
<p>Clause 12.1 – Annual Leave</p> <p>Clause 12.7 – Community Service Leave</p>	<p>Under the Agreement, annual leave, community service leave, jury service leave and defence force reserves leave is taken accordance with the Company’s policies as amended from time to time (cl 12.1(f) and cl 12.7) (compared to the Award which only subjects these leave types to the NES).</p>	<p>Clause 22 – Annual leave</p> <p>Clause 25 – Community service leave</p>	<p>All employees covered by the Agreement other than casual employees.</p>
<p>Clause 14 – Redundancy</p>	<p>Under the Award if, because of redundancy, an employee is transferred to new duties with a lower ordinary rate of pay, and the employer does not give the employee the relevant notice of transfer, the employee is entitled to a payment for the difference in pay for the hours of work the</p>	<p>Clause 32 – Redundancy</p>	<p>All employees covered by the Agreement other than casual employees.</p>

Clause in the Agreement	How the Agreement is less beneficial than the Award	Clause of Award	Employees affected
	<p>employee would have worked in the first role for the period for which notice was not given.</p> <p>The Agreement does not contain these provisions.</p>		
Clause 14 – Redundancy	<p>The Award entitles employees who are made redundant and have been provided a notice of termination up to one day per week of the minimum notice period to time off without loss of pay, for the purpose of seeking other employment.</p> <p>The Agreement does not contain these provisions.</p>	Clause 32 – Redundancy	All employees covered by the Agreement other than casual employees.
Clause 13 – Termination Clause 14 – Redundancy	<p>The Award grants up to one day off without loss of pay to seek alternative employment where the employer has given notice.</p> <p>The Agreement’s termination clause does not include a paid job-search entitlement.</p>	Clause 31.2 – Job search entitlement	All employees covered by the Agreement other than casual employees.

5. Current applicable instruments

We have not identified any transferable instruments (enterprise agreements) applying to employees under the *Fair Work Act 2009* (Cth). The transfer of a transferable instrument from a different employer depends on a number of factors including the timing and circumstances in which the employee joined BHP WAIO Pty Ltd, and what work they did before and after starting with BHP WAIO Pty Ltd. If you consider any transferable instrument might apply, you are encouraged to compare the relevant instrument against the Agreement and let us know if you have any questions or seek further assistance. If the Agreement receives valid majority approval of the employees and is approved by the Fair Work Commission, it will replace any transferable instruments once it commences operation.

This Agreement replaces the MAC 2015. The MAC 2015 can be accessed via the Fair Work Commission via this [link](#). You are encouraged to compare the current MAC 2015 terms to the proposed Agreement and let us know if you have any questions or seek further assistance. If the Agreement receives valid majority approval of the employees and is approved by the Fair Work Commission, the current agreement will no longer apply to you once the proposed Agreement commences operation.