

Operations Services Maintenance Agreement

Record of Meeting

BHP

Date
Location
Attendees

21 January 2021
Videoconference via WebEx
See Appendix 1

Agenda

1. Introduction & agenda
2. Bargaining representatives to present proposals
3. Logistics for next meeting

Summary

Introduction	<p>OS shared the agenda for the meeting.</p> <p>OS explained its position that a national agreement is important to us. OS outlined proposals tabled will be considered through a lens of simplicity, maximising flexibility and choice for our employees, and enabling OS to remain cost competitive and continue to grow.</p>
Bargaining representatives to present proposals	<p>All parties were provided an opportunity to outline their proposals.</p> <p>The CFMMEU – Mining and Energy Qld District and AMWU QLD division provided proposals via email shortly prior to the commencement of the meeting.</p> <p>Representatives of the CFMMEU and AMWU – QLD talked through their proposals (Appendix 2 and Appendix 3) and advised the proposals presented today are preliminary and may be subject to further feedback and change. OS sought to understand more detail about the proposals put forward, noting that a number were lacking in detail.</p> <p>The AWU, ETU and AMWU WA did not present any proposals.</p> <p>The AMWU – WA asked whether the proposed Agreement would cover rail operations at Port Hedland. OS will confirm at the next meeting.</p> <p>Bargaining representatives asked OS for an update on employee feedback on our proposed Agreement. OS shared we have received feedback on a range of topics including leave entitlements, flights and accommodation, superannuation, arrangements for working Christmas and Boxing Day, allowances, accident pay, salaries / bonus and salary sacrifice options and that we are currently considering employee feedback.</p>
Next meeting	<p>The next meeting has been scheduled for 17 February 2021 via WebEx (video conference).</p>

Actions

Provide proposals in writing to OS	AWU, ETU, AMWU-WA	Before 17 February 2021
Particularise full details of proposals	CFMMEU	Before 17 February 2021
Confirm meeting arrangements	OS	15 February 2021
Circulate bargaining meetings employee protocols	OS	See Appendix 4

Operations Services Maintenance Agreement

Record of Meeting



Appendix 1

Attendance List	
Grant Costello	Manager Maintenance
Rob Hannaford	Manager Maintenance
Jessica Morkel	Principal Employee Relations
Libby Macdonald	Specialist Employee Relations
Mitch Hughes	CFMMEU
Steven Smyth	CFMMEU
Kegan Scherf	AMWU
David Buck	AMWU
Michael Wright	ETU
Shane Roulstone	AWU

Appendix 2 Proposals provided by CFMMEU Mining & Energy Qld District

CFMEU – Log of Claims – BHP OS ACPM Agreement

- *This is not an exhaustive list of claims and is subject to amendment based on continued feedback from the membership of the CFMEU.*

Scope

1. Full and comprehensive Queensland Coal agreement outlining all terms and conditions of employment for a maximum term of 3 years.

Coverage

2. Covers employees in Schedule A of BCMI Award
3. Covers unions
4. Covers OS ACPM

Term

5. Maximum Three year term
6. Requirement to commence bargaining 3 months before nominal expiry

Type of Employment

7. Categories:
 - a. FT – 35 ordinary hours per week
 - b. PT – proportional benefits and pay based on 35 ordinary hours per week
 - c. Temporary – fixed term or specified task, no longer than 12 months, limit on performance of work that would be considered permanent, provision for permanent employment and recognition of prior service.

Duties

(considering changes to OS drafting)

8. Obligation to train limited to training of other OS employees
9. Removal of transfer provision

Training

10. Inclusion of a training clause – CFMEU to draft

Superannuation

(considering changes to OS drafting)

11. Mine Super to be the default superannuation fund.

Hours of work and rosters

(replace OS provision)

12. Rosters based on 35 ordinary hours per week, avg of roster cycle;
13. 12.5 hour maximum rostered hours
14. 10 consecutive hours break between shifts as minimum
15. Change of shift only with one week's notice, or overtime paid for all work until notice period would have expired
16. New rosters introduced only by agreement
17. Start and finish places by agreement

Operations Services Maintenance Agreement

Record of Meeting



Crib breaks

- 18. Entitlement to 30 minute crib break every five hours worked;
- 19. No employee will be required to work more than five hours without a break for crib.
- 20. All breaks to be counted as time worked.

Public Holidays

(replace OS provision)

- 21. Employees have an entitlement to all gazetted PHs off without loss of pay
- 22. Company may make reasonable requests for employees to work PHs.
- 23. 25 and 26 December non working days, however employees can volunteer to work.
- 24. All time worked on a PH to be paid at triple time
- 25. Where an employee is rostered off, employee to be paid at base rate for the PH.

Annual Leave

(replace OS provision)

- 26. 6 weeks for seven day roster workers
- 27. 5 weeks for other workers
- 28. Annual leave can be taken at any time with reasonable notice, unless operations to be significantly affected.
- 29. Annual leave to be paid at total salary, both when taken and at end of employment for any untaken annual leave.

Personal/ Carer's leave

(replace OS provision)

- 30. Entitlement to 10 days at commencement of employment and annually, on each anniversary of commencement
- 31. Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household.
- 32. Payment made at total salary rate.
- 33. Notice requirements.
- 34. Availability of unpaid personal leave – two days per each occasion
- 35. Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for personal leave.
- 36. Travel to/from site paid by company if personal leave required to be taken at employee's residence
- 37. Untaken leave paid out at end of employment.

Long Service Leave

- 38. CFMMEU to draft provision
- 39. Payment made at total salary

Compassionate leave

(replace OS provision)

- 40. In accordance with the Act, plus
- 41. Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for compassionate leave.
- 42. Total salary to be paid while on compassionate leave

Operations Services Maintenance Agreement

Record of Meeting

Community service leave

(replace OS provision)

- 43. In accordance with NES, plus:
- 44. Employees to be paid at total salary for period of jury service, and to refund to company any amount paid for attending jury duty
- 45. Employees attending emergencies for SES, fire brigade, ambulance etc when would otherwise be working to be paid on a no loss of earning basis.

Paid suspension

- 46. Any suspension to be without loss of pay during investigation.
- 47. Entitlement to representative during all related meetings.
- 48. CFMEU to provide draft clause

Stand down

- 49. Limited to break down of machinery of 4+ consecutive days or stoppage for any cause of 14+ consecutive days;
- 50. Company to minimize any requirement for stand down incl through providing training;
- 51. Notice requirements for stand down;
- 52. Employees can take any outstanding leave entitlements or LWOP;
- 53. Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment.

Dispute Resolution Procedure

(replace OS provision)

- 54. Deals with all matters relating to employment, even if not dealt with in agreement
- 55. Status quo until dispute resolved
- 56. Representation at all levels
- 57. Matters to be dealt with at appropriate level without undue involvement of those not directly involved
- 58. Conciliation and Arbitration available at FWC (or other arbitrator/mediator/conciliator by agreement)
- 59. FWC decision binding on parties and those bound by Agreement
- 60. Company to pay employees on a "without loss of pay" basis to attend all proceedings (other than directions hearings), incl travel and accommodation and meals.

Individual Flexibility Term

- 61. CFMEU to draft replacement clause

Redundancy

(replace/ amend OS provision except cl 21.1)

- 62. CFMEU to draft – to include:
 - a. Minimisation obligations on company;
 - b. Provision for voluntary redundancies;
 - c. Redeployment obligations;

Operations Services Maintenance Agreement

Record of Meeting



- d. Transfer of employment provisions;
- e. Criteria for selection for forced redundancies
- f. Severance pay is the higher of:
 - i. four weeks' pay; or
 - ii. three weeks' pay, paid at the employee's annual salary rate, for each completed year of serviceWhichever is the
- g. Minimum payment is four weeks' pay.

Transport and accommodation

- 63. Residential or commute option
- 64. For commute:
 - a. Company to provide transport in line with nominated commute work patterns from Brisbane and Cairns to village, and village to mine;
 - b. Non-share village accommodation;
 - c. Supply of three meals per day;
- 65. For residential:
 - a. Company to provide transport from village to the mine;
 - b. Residential allowance payable
- 66. Where an employee works extended hours affecting ability to access company supplied transport, company will arrange alternate transport.

Inclement weather

- 67. If wet weather prevents normal work or results in a shut down then:
 - a. Employees to undertake alternate duties or training or, if training or alternate duties unavailable:
 - i. will wait in readiness and continue to be paid if wet weather prevents normal work; or
 - ii. Employee may choose to apply for annual leave or unpaid leave for duration of work restrictions. Minimum payment of four hours or actual hours worked still to be paid.
- 68. Applies if employees isolated in camp or local community while on roster.
- 69. If unable to return to camp or local community for any time outside normal rostered shift length, employee to be paid applicable overtime rate.
- 70. If wet weather prevents travel between camp and place of residence:
 - a. No expectation that employees travel an alternate route;
 - b. Paid total salary for first two days unable to attend work;
 - c. Annual leave or LWOP for days thereafter
- 71. Commute employees unable to return to place of residence due to weather will be provided accommodation in the local community and alternative travel arrangements.
- 72. Natural disaster procedure – CFMMEU to draft

Accident pay

- 73. 39 weeks from date of injury of employee's salary plus bonus;
- 74. Further 39 weeks, 80% of salary plus bonus, or 35 hour rate at ordinary time plus bonus, whichever is greater.

Operations Services Maintenance Agreement

Record of Meeting



- 75. Part of week incapacity results in pro-rata payments based on above.
- 76. Intermittent absences from one injury to be cumulative.
- 77. Company not to seek to remove itself from jurisdiction of CSMH Act 1999 (Qld) and Workers' Compensation and Rehabilitation Act 2003 (Qld).

Overtime

- 78. Additional hours subject to NES and to be paid at overtime rates.
- 79. 10 consecutive hours off duty to be arranged between work on successive days or alternatives – to be drafted by CFMEU.
- 80. More detail and explanation within the clause, to be drafted by CFMEU

Call backs

- 81. Minimum four hours work at overtime rate to be paid.
- 82. If job can be performed in less time, no requirement to work the full four hours.
- 83. Exception being if customary to return to work to perform a specific job outside ordinary working hours, or overtime is continuous with ordinary working time (subject to breaks).
- 84. Specific meal breaks and entitlements for overtime – CFMEU to draft.
- 85. Unrostered overtime to be paid at double time.

Work Clothing

- 86. At commencement:
 - a. 5 x shirts
 - b. 5 x trousers
 - c. 1 x safety boots
 - d. 1 x winter jacket
 - e. 1 x light jacket
 - f. Prescription safety glasses (and spare glasses) as required
- 87. Items replaced on fair wear and tear basis, incl when damaged, destroyed or lost, at no cost to Employee
- 88. Entitlement to six additional items of industrial outer clothing annually

Medicals

- 89. CFMEU to draft

Representatives

- 90. CFMEU to draft

Wages and bonus

- 91. All rates and wages to be included in the Agreement – to be discussed throughout negotiations.
- 92. Classification table to be included – to be discussed throughout negotiations.
- 93. Annual increases to be provided for upon commencement and on anniversary of agreement.
- 94. Bonus payable as term of agreement – to be discussed throughout negotiations.

Operations Services Maintenance Agreement

Record of Meeting



The above are general points that constitute the CFMMEU's preliminary log of claims. It is not our intention that the Agreement contain any prohibited content or matters that can't be dealt with in an enterprise agreement. If at any time the Company is concerned that there might be that kind of claim please raise it immediately and we will consider it and act in good faith.

Appendix 3 Proposals provided by the AMWU QLD division

Log of Claims

BHP Operations Services



1. ENTERPRISE AGREEMENT

The Enterprise Agreement to be the supreme governing document for terms and conditions of employment and not individual contracts.

2. GUARANTEED WAGE INCREASES

Guaranteed wage increases on the anniversary of the Agreement. The quantum of the wage increase to be dependent on the entire package offered by OS and subject to member endorsement.

3. SCOPE

Separate enterprise agreements divided so as to cover three distinct operations being black coal mining in Queensland, black coal mining in New South Wales and iron ore mining in Western Australia.

4. FLIGHTS AND TRAVEL TIME

OS to pay for employees' flights to and from work. Where an employee cannot get a flight to their point of hire within 12 hours after the cessation of their final shift, OS will pay ordinary time until the employee arrives back at their point of hire.

5. ACCIDENT PAY

Accident pay in the agreement that reflects 78 weeks paid as if at work (no loss of earnings).

6. MAJOR PUBLIC HOLIDAYS

Employees will not be required to work Christmas Day/Boxing Day unless through a volunteered process.

Triple the ordinary rate will apply working these days. All other public holidays when rostered to work will be paid at triple the ordinary rate.

Any employees who are required to work for genuine operational reasons will be paid triple time for the duration of the shift.

7. REDUNDANCY

The implementation of a redundancy scheme specific for OS employees.

8. BONUSES

Bonus scheme to be amended so that a guaranteed bonus for each employee will be \$15,000 per annum paid weekly to the employee.

9. TRANSFER

Employees cannot be transferred to other mines unless they consent to such a transfer and the transfer does not result in the employee being worse off.

10. DISPUTE RESOLUTION

Arbitration to be compulsory and can be accessed and utilised by parties to the Agreement for matters arising under the EBA, the Award, the NES and during the course of employment.

11. SUPERANNUATION

Super is payable on all regular rostered hours and bonus at 10% and matching with any further legislated increases.

12. HOUSING

Housing allowance for Moranbah, Dysart and Blackwater residences.

13. SICK LEAVE

Sick leave to be paid out on termination of employment.

Ability to salary sacrifice sick leave on your anniversary of commencement, provided a bank of 12 months accrual remains.

14. RATES AND ALLOWANCES

A defined base hourly rate.

Defined shift loadings (nightshift).

Tool and trade allowance.

Defined start and finish place.

Appendix 4 OS Enterprise Agreement Bargaining Meeting Protocols



Operations Services Enterprise Agreement Negotiation Bargaining Meeting Protocols

Release and payment for employees participating in bargaining

Employees rostered on for dayshift

- Up to two employees per union participating in bargaining rostered on for dayshift at the time of a scheduled bargaining meeting, will be released from work, subject to operational requirements, and paid as if they are at work.
- Up to two employees participating in bargaining who are rostered on for dayshift at the time of a scheduled bargaining meeting, and have been released for the meeting, will only be released for the period of the meeting and provided with appropriate dial in facilities. Employees are expected to attend work at the commencement of the shift and close out of the shift unless otherwise advised by the Company bargaining representatives.

Employees rostered on for night shift before/after a scheduled meeting

- If an employee participating in bargaining is rostered on for night shift and a scheduled meeting occurs during the day before or after the night shift, that employee can attend the meeting on their own time and at their own cost.
- It is the responsibility of all employees participating in bargaining to manage their personal fatigue in accordance with site requirements.
- Shift swaps or early release from work will not be provided.

Employees not rostered on

- If an employee participating in bargaining is not rostered on for dayshift at the time of a scheduled bargaining meeting, that representative can attend the meeting on their own time and at their own cost.
- For employees participating in bargaining and not on roster or on night shift, the meeting time will not be considered as work time and there will be no TOIL or RDO swaps permitted.

Fatigue and fitness for work

- It is the responsibility of all employees participating in bargaining to ensure that:
 - they are fit to attend and participate in meetings as if they were attending work;
 - their attendance at a meeting does not cause them to be fatigued and unfit to work on their next rostered shift;
- If an employee participating in bargaining cannot attend the meeting in order to comply with the mine's fatigue guidelines or other fitness for work reasons, a separate meeting may be held with the relevant employee(s).

Records of Meeting

- Following each bargaining meeting, the Company will circulate a Record of Meeting to all bargaining representatives. The Record of Meeting will contain a summary of the matters discussed in the meeting and attach and documents tabled.
- The Records of Meeting will also be available to all employees.
- Bargaining representatives are welcome to take their own notes of bargaining meetings.