

Operations Services Production Agreement

Record of Meeting



Date 22 June 2022
Location Videoconference via Webex
Attendees See Appendix 1
Meeting Open: 12pm (AEST)
Meeting Close: 1:15pm (AEST)

Agenda

1. Introduction & agenda
2. Responses to proposals from previous bargaining meeting
3. Bargaining representatives' positions
4. Logistics for next meeting

Summary

Introduction & Agenda	<ul style="list-style-type: none"> • Introductions • OS shared the agenda for the meeting
Responses to proposals from previous bargaining meeting	<p>OS addressed outstanding actions from last meeting and confirmed all actions had been completed, including:</p> <ol style="list-style-type: none"> 1. Product disclosure statement for Plum Superannuation fund shared. 2. Onsite first aid requirements provided. 3. Record of Meeting #13 shared with all parties. <p>OS sought feedback from Unions and Bargaining Representatives on the responses provided by OS at the last bargaining meeting as well as the updated draft agreement.</p> <p>Feedback from CFMMEU:</p> <ul style="list-style-type: none"> • Representatives hadn't had the opportunity to review the Record of Meeting from May 2022, however maintained their position on all matters. <p>Feedback from Bargaining Representatives:</p> <ul style="list-style-type: none"> • Maintain their position on seeking a comprehensive agreement. • Maintain their position of including location of work site in the Agreement.

Discussion on bargaining representatives proposal	The parties continued discussions on the following proposals:	
	Topic	Details of discussion
	Updated clauses in the OS Production Agreement	<p>The following clauses have been updated:</p> <p>5 Type of Employment</p> <ul style="list-style-type: none"> • 5.3 Part Time employment

		<p>7 Remuneration</p> <ul style="list-style-type: none"> • 7.6 Un-rostered overtime • 7.7 Calculating overtime • 7.8 Call back • 7.9 Training outside of normal shift pattern • 7.10 Accident pay • 7.12 Overpayment <p>12 Personal Leave</p> <ul style="list-style-type: none"> • 12.1 Payment of personal leave upon termination in accordance with the modern award. <p>15 Long Service Leave</p> <ul style="list-style-type: none"> • 15.3 LSL paid at normal salary <p>18. Stand Down and Stand Aside</p> <ul style="list-style-type: none"> • New clause <p>CFMMEU & Bargaining Representative Response: There was no feedback provided on any of the updated clauses during this meeting. CFMMEU and Bargaining Representative will provide feedback at the next meeting.</p>
	<p>Annual Leave</p>	<p>CFMMEU provided an additional clause to be included in the Annual Leave clause drafting:</p> <p><i>“When considering applications for Annual Leave, the decision to approve, or not approve, will not take into account employees who may be absent on other forms of approved leave (LSL, Maternity Leave, Personal/ Carer’s Leave etc.). If an application for Annual Leave is rejected, the employee will be given the reasons why the leave was rejected, in writing”.</i></p> <p>CFMMEU advised:</p> <ul style="list-style-type: none"> • Employees have had their annual leave requests denied due to other employees being on parental leave. • In some circumstances, employees haven’t been provided with a reason for their leave request being denied. • Annual leave requests should be considered by themselves and where denied, a reason should be provided in writing. • OS should consider using labour hire to fill short term gaps. <p>OS Response: We will consider and provide a response at the next meeting.</p>

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	<p>Flights/Travel</p>	<p>CFMMEU highlighted that there has been a recent agreement between BHP and Workpac where Workpac contractors working at some BMA sites (Peak downs and Saraji) are having their flights reimbursed. The CFMMEU have advised that this has caused some angst among OS employees.</p> <p>CFMMEU would like to further discuss travel and accommodation provisions to be included in the Agreement.</p> <p>OS Response: We are unsure of the details of the agreement between BHP and Workpac. We will consider your position and respond at the next meeting.</p>
	<p>Wages</p>	<p>A Bargaining Representative raised concerns around new to industry wages, specifically that the advertised salaries include superannuation.</p> <p>OS Response: We are unsure of the advertisements being referred to here, however we will escalate these concerns internally and provide a response next meeting.</p> <p>A Bargaining Representative raised concerns around OS Production employee's base salaries and advised that other companies are paying higher base salaries.</p> <p>OS Response: OS conducts frequent remuneration monitoring activities connected to our commitment of providing ongoing employment and market competitive salaries and conditions.</p>
	<p>Salary sacrificing airfares</p>	<p>A Bargaining Representative raised concerns around the payment process when an OS employee uses the salary sacrifice flights function. Specifically, the Bargaining Representative stated that the deductions from salary are occurring at once, rather than over a series of fortnightly salaries.</p> <p>OS Response: We are unaware of any issues arising from this policy position and we encourage Bargaining Representatives to provide further details offline so we are able to escalate these concerns.</p>
	<p>Critical Skills Allowance</p>	<p>A Bargaining Representative raised concerns about the critical skills allowance paid to Excavator operators, and specifically the alleged reduction of the base salary to offset the allowance.</p> <p>OS Response: Whilst we are aware of the critical skills allowance being paid to a number of OS employees, we are unaware of the details of the allowance. However we will investigate and respond at the next meeting.</p>

	<p>Covid Provisions</p>	<p>A Bargaining Representative has requested OS consider including a clause around leave arrangements during a pandemic-type event.</p> <p>OS Response: We will consider this claim and respond at the next meeting.</p>
	<p>Crib huts</p>	<p>A Bargaining Representative raised concerns about the location of the crib huts, specifically that they are located in the pits. The Bargaining Representative advised that this reduces an employee's ability to communicate with family members during their shift.</p> <p>The Bargaining Representative has suggested that the crib huts are relocated to a position not in the pit.</p> <p>The CFMMEU also noted that if the crib huts are located in the pits then there needs to be dust monitoring practices in place.</p> <p>OS Response: We will investigate this matter further and respond at the next meeting.</p>
	<p>Accommodation</p>	<p>A Bargaining Representative requested that OS consider introducing back to back permanent accommodation at camp. It was suggested that back to back accommodation is occurring for other BHP Asset employees and contractors.</p> <p>OS Response: We will consider this request and provide a response at the next meeting.</p>
	<p>Stand Down</p>	<p>A Bargaining Representative stated that the Stand Down provision and proposed draft by OS is not sufficient and we remain apart on the clause, specifically when payments may be/may not be made to employees whilst stood down.</p> <p>OS Response: We acknowledge the Bargaining Representatives position and will continue to consider our position.</p>
	<p>Agreement type</p>	<p>A Bargaining Representative stated that employees maintain their position and are seeking a comprehensive agreement.</p> <p>OS Response: We acknowledge your position and that we remain apart on this matter. A comprehensive agreement is not aligned to our objective of seeking a simple safety net agreement.</p>
	<p>Personal Leave</p>	<p>The CFMEU and Bargaining Representatives have previously proposed a claim that includes the payment of accrued but unused personal leave on termination of employment and during service.</p> <p>At the last bargaining meeting, I confirmed that OS was agreeable to amending its personal leave clause for personal</p>

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		<p>leave to be paid out on termination of employment in accordance with Award provisions where the Award would otherwise apply to an employee, but for the Agreement applying.</p> <p>OS has continued to see where we could move on this position and today I would like to table a revised proposal which includes the payment of personal leave on termination of employment for all circumstances except where the employment was being terminated in probation or for serious misconduct.</p> <p>Generally, we think we can move on our current position and pay out sick leave on termination of employment if we can get agreement on the rest of the package.</p> <p>This position is relatively aligned to clause 15.3 of the CFMEU's draft agreement dated 22 March 2022.</p> <p>CFMMEU and Bargaining Representatives' Response: Whilst this is an important claim, there are still a number of issues which need to be discussed/addressed.</p>
Next Meeting	The next OS Production bargaining meeting has been scheduled for 26 July 2022.	

Actions		
Action	Responsible	Date to be completed
Consider responses provided by OS at May 2022 meeting and provide feedback at July meeting.	CFMMEU, AWU, Bargaining Representatives	26 July 2022
Respond to claims/matters raised by CFMMEU	OS	26 July 2022
Respond to claims/matters raised by Bargaining Representatives	OS	26 July 2022
CFMMEU and Bargaining Representatives to respond to proposals tabled by OS	CFMMEU, AWU, Bargaining Representatives	26 July 2022

Appendix 1

Attendance List	
Mitch Hughes	CFMMEU QLD
Harriet Daniels	Employee Bargaining Representative
Brodie Allen	Employee Bargaining Representative
Danielle Annand	Employee Bargaining Representative
Christopher White	Specialist Employee Relations
Lucy Bryan	Principal Employee Relations

Appendix 2 – Email from CFMMEU to Lucy Bryan

Bryan, Lucy

From: Mitch Hughes <MHughes@meuqld.org.au >
Sent: Wednesday, 22 June 2022 11:05 AM
To: Bryan, Lucy
Cc: Shane Roulstone
Subject: Revised Proposed Annual Leave clause

Hi Lucy,

For discussion later today, the MEU is proposing the following wording to be included in the Annual Leave clause. I will explain/ discuss further today. Thanks,

Mitch

“When considering applications for Annual Leave, the decision to approve, or not approve, will not take into account employees who may be absent on other forms of approved leave (LSL, Maternity Leave, Personal/ Carer’s Leave etc.). If an application for Annual Leave is rejected, the employee will be given the reasons why the leave was rejected, in writing.”

Mitch Hughes
Senior Vice-President

Mining and Energy Union Queensland
(a division of the CFMMEU)

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