

# Operations Services Production Agreement

## Record of Meeting



**Date** 6 September 2022  
**Location** Videoconference via Webex  
**Attendees** See Appendix 1  
**Meeting Open:** 9am (AEST)  
**Meeting Close:** 9:15am (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

- Introductions
- OS confirmed all correspondence had been received by the relevant parties between the last meeting and today (see Appendix 2 to 6)
- OS shared the agenda for the meeting

#### Discussion with Unions and Bargaining Representatives

Following the agenda being shared and OS confirming all parties had received the various pieces of correspondence since the last meeting, the CFMMEU requested an opportunity to address the meeting.

##### CFMMEU advised:

- They intended in taking a similar approach to that of the recent OS Maintenance bargaining meeting due to negotiations being ongoing for almost 2 years now.
- They acknowledged that OS had provided revised proposals for consideration by the Unions and Bargaining Representatives, however they would not continue to negotiate in the current format.
- That continuing to bargain was not sustainable for OS and not sustainable for the CFMMEU and its members.
- They acknowledged that the CFMMEU had indicated at the previous OS Production Enterprise Bargaining Meeting that they would provide responses to a number of proposals made by OS, but that he doesn't intend to respond during this meeting.
- They stated that the CFMMEU QLD had canvassed its members are they are frustrated with the length of time it is taking to bargain for the OS Production EA.
- They acknowledged that both OS and the other bargaining parties are firm on their position.
- They are seeking a 'circuit breaker' to negotiations. They see three options available:
  1. OS to ballot the Agreement, which it is able to do at any time;
  2. Lodging an application for the FWC to deal with a bargaining dispute under s.240 of the *Fair Work Act 2009* (Cth); or
  3. Protected Industrial Action.

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|                     |   |
|---------------------|---|
|                     | <ul style="list-style-type: none"><li>• They stated that they don't want to engage in Protected Industrial Action, and would use it as a last resort.</li><li>• They stated that the CFMMEU QLD intends to lodge an application for the FWC to deal with a bargaining dispute under s.240 of the <i>Fair Work Act 2009</i> (Cth).</li><li>• They stated that OS had previously stated that they wouldn't put the proposed OS Production EA to a vote without support from the employee bargaining representatives.</li><li>• They sought to understand whether OS would support them making an application for the FWC to deal with a bargaining dispute under s.240 of the <i>Fair work Act 2009</i> (Cth).</li></ul> <p><b>OS:</b></p> <ul style="list-style-type: none"><li>• Advised that we were not in a position to respond to whether we would support an application to the FWC to deal with a bargaining dispute, however we will respond in writing in the next few weeks.</li><li>• Acknowledged that OS was seeking to reach agreement with the bargaining parties and disagreed that the parties weren't making progress on the Agreement.</li><li>• Highlighted that OS continues to respond to proposals made by the bargaining parties and had recently put forward a number of revised positions and drafted clauses.</li><li>• Sought feedback and a position from the AWU and Employee Bargaining Representatives.</li></ul> <p><b>AWU:</b></p> <ul style="list-style-type: none"><li>• The AWU agreed with the CFMMEU's views and their proposal to lodge an application for the FWC to deal with a bargaining dispute under s.240 of the Fair Work Act 2009 (Cth).</li></ul> <p><b>Employee Bargaining Representatives:</b></p> <ul style="list-style-type: none"><li>• Employee Bargaining Representatives agreed with the CFMMEU and the AWU.</li></ul> <p>All bargaining representatives requested that the meeting then be concluded and no further meetings to be scheduled.</p> |
| <b>Next Meeting</b> | No further meetings have been scheduled at the request of the Unions and Bargaining representatives.  |

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### Appendix 1

| Attendance List  |                                    |
|------------------|------------------------------------|
| Mitch Hughes     | CFMMEU QLD                         |
| Shane Roulstone  | AWU                                |
| Brodie Allen     | Employee Bargaining Representative |
| Dannielle Annand | Employee Bargaining Representative |
| Drew Watson      | Employee Bargaining Representative |
| Mitch Humbler    | Employee Bargaining Representative |
| Reece Heald      | Specialist Employee Relations      |
| Lucy Bryan       | Principal Employee Relations       |

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**BHP**

### Appendix 2

Email correspondence between Bargaining Representatives and Lucy Bryan which provided examples of difficulties obtaining flights between Brisbane and Moranbah.

#### **Bryan, Lucy**

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**From:** Bryan, Lucy  
**Sent:** Monday, 8 August 2022 10:59 AM  
**To:** Annand, Danielle  
**Subject:** RE: Flight home fully booked also

Hi Danielle

I hope you are well.

Thank you for sharing this information with me. I will ensure the feedback and concerns are raised with the OS logistics team. I hope to have some additional information available at our September bargaining meeting.

Kind regards  
Lucy

**BHP**

**Lucy Bryan**  
**Principal Employee Relations**  
175 Eagle Street  
Brisbane, Queensland, 4000  
E: [lucy.bryan@bhp.com](mailto:lucy.bryan@bhp.com)  
M: 0423 421 435

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**From:** Annand, Danielle <danielle.annand@bhp.com>  
**Sent:** Thursday, 4 August 2022 8:27 AM  
**To:** Bryan, Lucy <lucy.bryan@bhp.com>  
**Subject:** Flight home fully booked also

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### Appendix 3

Email correspondence from Lucy Bryan to Bargaining Representatives, which provided an update on changes to remuneration.

#### **Bryan, Lucy**

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**From:** Bryan, Lucy  
**Sent:** Tuesday, 9 August 2022 3:20 PM  
**To:** Allen, Brodie Craig Douglas; Annand, Danielle; Watson, Drew; Humbler, Mitchell  
**Cc:** Mitch Hughes; Witney, Tim  
**Subject:** (INTERNAL) OS Production EA Bargaining - Changes in Remuneration

**Classification:** Internal

Dear Bargaining Representatives,

As you are aware, Operations Services conducts frequent remuneration monitoring activities connected to our commitment of providing ongoing employment and market competitive salaries and conditions. Most recently OS reviewed changes in the Australian employment market, the OS value proposition and an earlier decision from the Fair Work Commission on Modern Award minimum wages.

Last meeting it was raised that salary increases, which were effective on 1 July 2022, in some circumstances had not yet been reflected in the most recent fortnightly pay run. I took an action from the last meeting to investigate your concerns and I have confirmed with HR that the increases have been applied to all impacted employees, however there were some circumstances where changes made to salaries were not made ahead of payroll cut off timeframes. HR have now confirmed that all changes have been made and all employees whose salaries were impacted as part of the recent salary review have been back paid from 1 July 2022.

Should you have any additional questions regarding these changes, please speak with your leader in the first instance.

Kind regards  
Lucy

**BHP**

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## Appendix 4

Email correspondence between Lucy Bryan and Mitch Hughes of the CFMMEU where the OS Workers Compensation Policy was provided.

### **Bryan, Lucy**

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**From:** Bryan, Lucy  
**Sent:** Monday, 29 August 2022 9:02 AM  
**To:** Mitch Hughes  
**Subject:** BHP Workers Compensation Policy  
**Attachments:** OS Workers Compensation Policy.pdf

Hi Mitch

As requested at our last OS Production bargaining meeting, **attached** is a copy of the BHP Workers Compensation Policy. This Policy is the Company policy referred to at clause 7.14 of the proposed OS Production Agreement.

Please let me know if you have any questions.

Kind regards  
Lucy



**Lucy Bryan**  
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### Appendix 5

Email correspondence from Lucy Bryan to Bargaining Representatives, which provided an updated draft to clause **18 Stand Aside and Stand Down** of the proposed OS Production Agreement.

#### Bryan, Lucy

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**From:** Bryan, Lucy  
**Sent:** Monday, 5 September 2022 10:43 AM  
**To:** Mitch Hughes; Shane Roulstone; Daniels, Harriet; Annand, Danielle; Watson, Drew; Humbler, Mitchell; Allen, Brodie Craig Douglas  
**Cc:** Heald, Reece; Witney, Tim  
**Subject:** OS Production Agreement - Revised draft stand aside and stand down clause

Dear all

Ahead of our bargaining meeting tomorrow, please see below a revised draft clause 18 - stand aside and stand down.

I look forward to discussing this proposed draft clause at tomorrow's meeting.

#### Stand Aside and Stand Down

- 18.1. The Company can stand aside an Employee:
- (a) With or without pay for full or partial refusal of duty; or
  - (b) With or without pay for neglect of duty; or
  - (c) With ~~or without~~ pay ~~for misconduct~~ where one or more allegations of misconduct have been made against an Employee, while ~~it~~ the misconduct is being investigated.
- 18.2. If the Company stands aside an Employee without pay for neglect of duty ~~or misconduct~~ and the Company determines after an investigation that the Employee did not neglect their duty ~~or did not engage in any misconduct (as the case may be)~~, the Company will pay the Employee the ~~full amount of remuneration~~ Annual Salary they would have received in respect of the period for which they were stood aside.
- 18.3. An Employee stood aside under clause 18.1(c) is entitled to be paid their Annual Salary for the period they are away from work, provided the Employee:
- (a) remains ready, willing and able to perform work; and
  - (b) complies with all lawful and reasonable directions given by the Company during this period (including, for example, any direction to participate in the investigation into the alleged misconduct).

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18.4. If an Employee stood aside under clause 18.1(c) fails to meet the requirements of sub-clause 18.3, the Employee is not entitled to be paid their Annual Salary for the period that the Employee does not meet those requirements.

18.5. The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances:

- (a) Industrial action;
- (b) A breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; or
- (c) An interruption to work for any cause for which the Company cannot reasonably be held responsible.

18.6. Employees who have been stood down under the circumstances described in clause 18.5 above may request to take accrued annual or long service leave entitlements. Approval is at the Company's discretion.

18.7. Any Employee stood down under clause 18.5 will continue to have their service recognised for the purposes of "continuous service."

Kind regards  
Lucy

**BHP**

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### Appendix 6

Email correspondence from Lucy Bryan to Bargaining Representatives, which provided the proposed minimum Agreement salaries (i.e. Award plus 5% under the 'Above Award Guarantee') for key rosters worked across deployments in Queensland and South Australia.

#### Bryan, Lucy

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**From:** Bryan, Lucy  
**Sent:** Monday, 5 September 2022 10:50 AM  
**To:** Mitch Hughes; Shane Roulstone; Daniels, Harriet; Annand, Danielle; Watson, Drew; Humbler, Mitchell; Allen, Brodie Craig Douglas  
**Cc:** Witney, Tim; Heald, Reece  
**Subject:** OS Production Agreement - Proposed minimum Agreement salaries

Dear all

At our last OS Production bargaining meeting, bargaining representatives requested that OS provide the proposed minimum Agreement salaries (i.e. Award +5% under the 'Above Award Guarantee') for key rosters worked across deployments in QLD and SA.

We have provided indicative minimum Agreement salaries for all classifications, for the avoidance of doubt.

#### Black Coal Mining Industry Award covered employees:

| Black Coal Mining Industry Award covered employees                                     |                                |  |
|--|--------------------------------|--|
| Roster   | Classification                 | Minimum EA salary (5% above award guarantee) |
| 7 Days, 7 Off, 7 Nights, 7 off;<br>i.e. 7/7 roster; calculated<br>using 12.5 hour days | Mineworker - Induction Level 1 | \$111,823.07                                 |
|  | Mineworker - Induction Level 2 | \$113,923.69                                 |
|  | Mineworker - Training          | \$113,923.69                                 |
|  | Mineworker                     | \$121,621.96                                 |
|  | Mineworker - Advanced          | \$127,362.84                                 |
|  | Mineworker - Specialised       | \$140,205.22                                 |

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### Mining Industry Award covered employees:

| Mining Industry Award covered employees  |                |  |
|--|----------------|--|
| Roster   | Classification | Minimum EA salary (5% above award guarantee) |
| 7 Days, 7 Night, 7 off; i.e. 2 weeks on and 1 week off roster; 12.5 hour shifts  | Entry Level    | \$118,734.70                                 |
|  | Level 1        | \$124,072.86                                 |
|  | Level 2        | \$128,467.39                                 |
|  | Level 3        | \$132,214.89                                 |
|  | Level 4        | \$140,693.92                                 |
|  | Level 5        | \$149,496.48                                 |
|  | Level 6        | \$156,560.09                                 |
| 7 Days, 7 Off, 7 Nights, 7 off; i.e. 7/7 roster; calculated using 12.5 hour days | Level 7        | \$162,693.58                                 |
|  | Entry Level    | \$82,595.40                                  |
|  | Level 1        | \$86,307.09                                  |
|  | Level 2        | \$89,362.67                                  |
|  | Level 3        | \$91,968.35                                  |
|  | Level 4        | \$97,863.93                                  |
|  | Level 5        | \$103,984.47                                 |
|  | Level 6        | \$108,895.89                                 |
|  | Level 7        | \$113,160.59                                 |

Kind regards  
Lucy



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## Appendix 7

Operations Services Production Agreement Bargaining Overlay as at 6 September 2022 (**attached**).