

Operations Services Maintenance Agreement

Record of Meeting

Date: 14 December 2023

Time: Open: 1030am AEST / 0830am AWST. Close: 11:20am AEST / 9:20am AWST.

Location: WebEx

Attendees: See Appendix 1

Agenda

1. Welcome & agenda
2. OS' responses to proposals
3. Bargaining representatives feedback
4. Questions and actions
5. Logistics for next meeting

Summary

Introduction

OS shared the agenda for the meeting.

It was noted Mitch Hughes (MEU) and Rob Hannaford (OS) were apologies for the meeting.

OS' responses to proposals

OS provided responses to proposals tabled in response to OS' proposed Agreement as at 15 November 2023. For full details of proposals see **Appendix 2**.

| Raised by | Clause | Bargaining representative proposal description | Company's response |
|----------------------------|---------------------------|---|--|
| ETU QLD AWU | 4.2 Term of Agreement | The ETU QLD and AWU preference is for a 3-year term. | OS has considered this proposal and agrees to a 3-year term if the unions drop all claims in relation to: <ul style="list-style-type: none"> • Clause 21 – Stand Aside and Stand Down • Clause 22 – Issue Resolution Procedure |
| AWU | 5.2(b) Type of Employment | The AWU seeks to have an average 35-hour week for all mining Employees. | OS has not changed its position. OS' proposed draft clause as presently drafted does not leave those Employees worse off compared to the reference awards – being the <i>Black Coal Mining Industry Award 2020</i> and <i>Mining Industry Award 2020</i> . |
| AMWU QLD ETU QLD AWU | 6.4 Duties | 28 days' notice rather than 14 days' notice for changes to deployment within a hub. | OS is considering this proposal and will endeavour to respond at the next bargaining meeting. |
| ETU QLD | 7.9 Remuneration | Why does this not apply to Apprentices & Trainees? They need to be paid the percentage of Employee rates. | The Above Award Guarantee for Apprentices and Trainees will be based on the applicable and relevant minimum modern award pay rate appropriate to their experience and/or |

| | | | | |
|-----------------|---------------------------------------|---|--|--|
| | | | | year/level of apprenticeship or traineeship. |
| ETU QLD | 7.20 Electrical Licenses | ETU QLD seeking: <ul style="list-style-type: none"> • Payment for time at the relevant course if the course is not performed during normal work hours. • an Electrical License Allowance of \$2000 per year for Employees who are: <ul style="list-style-type: none"> ○ Licensed electricians ○ Required to perform electrical work; and ○ Required to hold and maintain an electrical license recognised by the Electrical Safety Office; and <p>Appointed by the Electrical Engineering Manager</p> | OS has agreed to a clause where during the term of the EA, an Employee who is required to obtain or maintain a HV Switching or State Electrical License is reimbursed for: <ul style="list-style-type: none"> (a) The cost of the license from the relevant licensing authority; and (b) The cost of any required training course that has been approved in advance by the Company. <p>OS does not agree to an EA clause for payment for the time spent at the relevant course if the course is not performed during regular hours of work, however, has a custom and practice of enabling training to be completed during rostered hours, or where this is not possible, providing time off in lieu (TOIL).</p> <p>OS' position has not changed with respect to an electrical license allowance. OS considers the proposed clause adequately compensates Employees for obtaining and holding the licence.</p> | |
| ETU QLD | 10.2(d)(ii) Public Holidays | There needs to be clarity in the EA similar to 10.2(d)(i) identifying the relevant roles. | OS has provided examples during bargaining and will provide examples in the explanatory material. | |
| AMWU QLD AWU | 20.5(b)(ii) Commute Employee Benefits | The AMWU QLD seeks that the allowance paid to Commute Employee's increases to \$7,000.00. This is to keep it in line with the increases provided to Local Employees. | OS does not agree to this proposal. The increase proposed to the local allowance is specifically to recognise local Employees do not receive board and transport benefits. OS believes the \$5000 commute allowance continues to adequately compensate Employees who commute, in circumstances where commute Employees have access to Company provided bussing to site and are provided with three meals a day and crib. | |

| | | | | |
|--|-------------------------------------|---|--|--|
| | <p>AMWU QLD AWU</p> | <p>21.1(c) Stand Aside and Stand Down</p> | <p>The AMWU QLD and AWU seek the removal of the phrase “<i>or without</i>” from this sentence.</p> | <p>As outlined in clause 21.3, an Employee stood aside under clause 21.1(c) is entitled to be paid their Annual Salary for the period they are stood aside, provided the Employee:</p> <ul style="list-style-type: none"> (i) Remains ready, willing and able to perform work; and (ii) Complies with all lawful and reasonable directions given by the Company during this period (including, for example, any directions to participate in the investigation into alleged misconduct). <p>OS maintains its position and reserves the right to stand an Employee aside without pay in situations where an Employee stood aside with pay under the clause fails to meet the requirements of sub-clause .213(a), the Employee is not entitled to be paid their Annual Salary for the period that the Employee does not meet those requirements.</p> |
| | <p>AMWU QLD ETU QLD AWU</p> | <p>22.7 Issue Resolution Procedure</p> | <p>The AMWU QLD / ETU QLD / AWU seek the removal of the following from the last sentence “<i>by consent of both parties involved.</i>”</p> | <p>OS has not changed its position. The current clause provides access to the FWC for conciliation and by consent to arbitration. We believe the clause as drafted balances the rights of the employer and employee.</p> |
| | <p>AWU</p> | <p>Appendix 1</p> | <p>The AWU seeks the addition of a belt maintainers allowance of \$7000p.a. paid to employees in other mining operations.</p> | <p>OS does not agree to pay an additional allowance to belt splicers. OS considers the remuneration maintenance personnel, including belt splicers, receive adequately compensates them for their skills, experience and the nature of their work.</p> |

| | <p>AMWU QLD AWU IBR</p> | <p>N/A</p> | <p>The AMWU / AWU are seeking written assurance from the Company that the previously provided \$5K sign on bonus is to be included in any future vote.</p> <p>An IBR suggested the sign-on bonus should be increased to \$50,000.</p> | <p>OS recognises that the \$5000 sign on bonus was offered to Employees in the March 2023 ballot and the application for FWC approval was delayed beyond their fault. OS commits the \$5000 sign on bonus will be offered in the next OS Maintenance Agreement ballot.</p> <p>OS does not agree to increasing the value of the bonus.</p> | | | | | | | | |
|---|---|------------|---|---|--------|------------------------------------|------------------------------|--|---------------------------------|---|---|--|
| <p>Bargaining representatives feedback</p> | <p>Bargaining representatives provided feedback in the meeting on:</p> <table border="1" data-bbox="395 714 1485 1301"> <thead> <tr> <th data-bbox="395 714 571 748">Clause</th> <th data-bbox="571 714 1485 748">Bargaining representative feedback</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 748 571 960"> <p>4.2 Term of Agreement</p> </td> <td data-bbox="571 748 1485 960"> <p>All Unions and an Employee Bargaining Representative advised they were not prepared to drop their proposals related to the Issue Resolution Procedure in exchange for a three-year term.</p> <p>OS requested bargaining representatives consider what they could move on in exchange for a three-year term.</p> </td> </tr> <tr> <td data-bbox="395 960 571 1055"> <p>7.20 Electrical Licenses</p> </td> <td data-bbox="571 960 1485 1055"> <p>The ETU QLD advised they will consider their position in relation to TOIL when attending training required to obtain / maintain an electrical license.</p> </td> </tr> <tr> <td data-bbox="395 1055 571 1301"> <p>21.1(c) Stand Aside and Stand Down</p> </td> <td data-bbox="571 1055 1485 1301"> <p>The AWU asked if an Employee was stood aside on pay and OS asked them to partake in a meeting in their rostered time off, would OS consider a reasonable direction?</p> <p>OS advised it is practice to schedule investigation meetings during rostered hours, unless an Employee advises they would like the meeting scheduled during their R&R in the interests of a speedy resolution.</p> </td> </tr> </tbody> </table> | | | | Clause | Bargaining representative feedback | <p>4.2 Term of Agreement</p> | <p>All Unions and an Employee Bargaining Representative advised they were not prepared to drop their proposals related to the Issue Resolution Procedure in exchange for a three-year term.</p> <p>OS requested bargaining representatives consider what they could move on in exchange for a three-year term.</p> | <p>7.20 Electrical Licenses</p> | <p>The ETU QLD advised they will consider their position in relation to TOIL when attending training required to obtain / maintain an electrical license.</p> | <p>21.1(c) Stand Aside and Stand Down</p> | <p>The AWU asked if an Employee was stood aside on pay and OS asked them to partake in a meeting in their rostered time off, would OS consider a reasonable direction?</p> <p>OS advised it is practice to schedule investigation meetings during rostered hours, unless an Employee advises they would like the meeting scheduled during their R&R in the interests of a speedy resolution.</p> |
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| <p>Questions and actions</p> | <p>OS provided responses to questions and actions.</p> <p>Tool allowance: OS reviewed the illustrative Above Award Guarantee (AAG) examples provided to employees during the March 2023 ballot and the award tool allowance(s) were not factored into these calculations. The tool allowance(s) are captured at step 8 of the AAG Formula and would be added if applicable (e.g., if employees were required to provide their own tooling).</p> <p>With regards to the allowances in step 8 which apply where applicable, OS would be required to make an additional payment if these allowances were payable and an Employee's contractual salary was not sufficiently high enough to meet the AAG including the owed allowances. If an Employee's contractual salary is above the AAG including the award disability/skill allowances, no additional payment would be made.</p> <p>Closing Loopholes legislation: An Employee Bargaining Representative asked whether the Closing Loopholes legislation affects the EA. OS advised the change does not change OS's position on the proposed EA. The legislation does not provide an automatic right to alternate rates of pay. There is a process that needs to be followed and factors that must be proven. This process is separate to bargaining for the EA and we'll continue to treat the two as separate.</p> <p>Night shift allowance: An Employee Bargaining Representative queried why the OS night shift allowance is 3% of an Employee's Annual Salary and questioned whether this should be higher. OS explained that the AAG ensures an Employee's Annual Salary will be at least 5% more than the relevant Award, and that in calculating an Employee's Annual Salary any applicable Award penalties for working afternoon / night shifts would be included. Separate</p> | | | | | | | | | | | |

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| | to this, OS elects to pay a 3% contractual night shift allowance. OS advised it would provide an example of how the Award afternoon / night shift penalty is included in an Annual Salary. |
| Next meeting | The parties agreed the next bargaining meeting will be held on 2 February 2024. |

| Actions | | |
|---|----|------------------|
| Provide an example of how afternoon / night shift penalties are included in an Annual Salary | OS | 22 December 2023 |
| Logistics for next meeting | OS | Complete |

Appendix 1

| Attendance List | |
|----------------------|-------------------------------|
| Jean-Luc Rochecouste | Technician Maintenance OS |
| Shannon Raddon | Technician Maintenance OS |
| Cassie Baynton | Technician Maintenance OS |
| Craig Thomas | ETU QLD |
| Brant Softley | ETU WA |
| Shane Roulstone | AWU |
| Aaron Neary | AMWU QLD |
| Renee Portland | AMWU WA |
| Jess Morkel | Principal Employee Relations |
| Shiralee Rudolph | Specialist Employee Relations |

Appendix 2 – Bargaining representatives' feedback / proposals responded to on 14 December 2023

AMWU Concerns with BHP OS Maintenance draft dated 15/11/23

1. Clause 6.4

The AMWU seeks that this is changed to 28 days' notice rather than 14 days' notice. This is to provide a more equitable time period for employees to get their affairs in order before a change within the hub.

2. Clause 20.5(b)(ii)

The AMWU seeks that the allowance paid to Commute Employee's increases to \$7,000.00. This is to keep it in line with the increases provided to Local Employees and provide a more equitable payment of the allowance. The feedback from the Company's current proposal has been negative within a significant cohort of employees.

3. Clause 21.1(c)

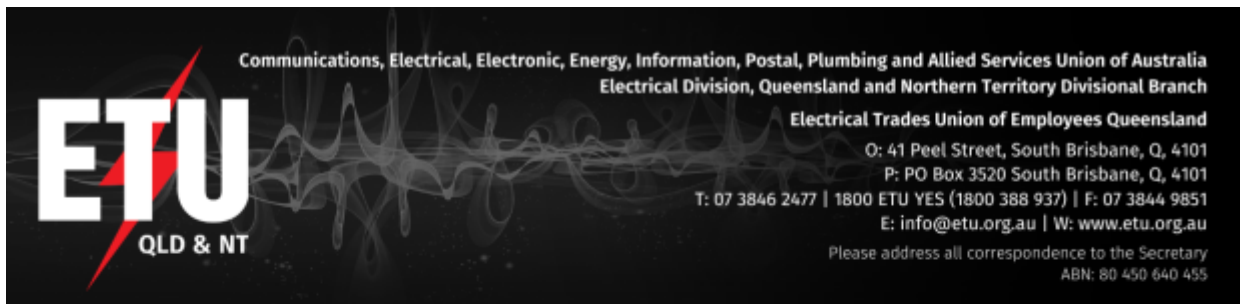
The AMWU seeks the removal of the phrase "*or without*" from this sentence. As it is the Company's decision to stand down an employee during an investigation, then it is only fair they continue to pay the employee during that process.

4. Clause 22.7

The AMWU seeks the removal of the following from the last sentence "*by consent of both parties involved.*" The AMWU does not see it as desirable to have disputes either go unresolved or have to go through the extremely time-consuming process through the FCA jurisdiction. It is beneficial for both parties (and the broader work group) to have any disputes arising under this Agreement to be resolved expeditiously through the FWC jurisdiction.

5. Payment of \$5,000 sign on bonus

The AMWU is seeking written assurance from the Company that the previously provided \$5K sign on bonus is to be included in any future vote.



Issues with proposed BHP OS EA 15.11.23 Version

CEPU QLD Branch

- Cl 4.2 4yr Term
 - preference is a 3yr document but happy to discuss
- Cl 6.4 14 days' Notice
 - preference is 28 days' Notice
- Cl 7.9 (c) Why does this not apply to Apprentices & Trainees?
 - Apprentices & Trainees need to be paid the percentage of Employees rates
- Cl 7.20 does not cover the CEPU position for Electrical Licences needs to include:
 - (c) payment for time at the relevant course if the course if the training is not performed during normal working hours
- CEPU is still seeking to have an Electrical Licence Allowance as per the overlay document:

Cl 7.21 Electrical Licence Allowance:
Employees who are:

 - *licensed electricians; and*
 - *required to perform electrical work; and*
 - *are required to hold and maintain an electrical license recognized by the Electrical Safety Office; and*
 - *appointed by the Electrical Engineering Manager*

Shall be paid an Electrical Licence Allowance of \$2,000 per year.
- Cl 10.2(d)(ii) while the Company explained the critical roles in the Meeting, there needs to be clarity in the EA similar to 10.2(d)(i) by identifying the relevant roles
- Cl 21 Stand Aside and Stand Down need to remove ***without pay in cl21.1 (c)***
- Cl 22.7 remove the following - ***by consent of both parties involved.***

The CEPU reserves its right to add, amend or modify claims throughout the bargaining process.



AWU / WMWA Concerns in response to the proposed BHP OS Maintenance Agreement draft of 15 November 2023.

1. **Clause 4.2** - The AWU/WMWA seeks a 3year agreement.
2. **Clause 5.2 (b)** - The AWU/WMWA seeks to have this clause amended to be an average of 35 hours per week for all mining employees. This is to avoid inconsistencies between maintenance employees undertaking the same roles in different industry sub sectors.
3. **Clause 6.4**- The AWU/WMWA seeks to have this is amended to 28 days' notice rather than 14 days' notice. This is to provide a more equitable time period for employees to get their affairs in order before a change within the hub.
4. **Clause 20.5(b)(ii)** - The AWU/WMWA seeks that the allowance paid to Commute Employee's is amended to be \$7,000.00. This is to keep it in line with the increases provided to Local Employees and provide a more equitable payment of the allowance. The feedback from the Company's current proposal has been negative within a significant cohort of employees.
5. **Clause 21.1(c)** - The AWU/WMWA seeks the removal of the phrase "or without" from this sentence. As it is the Company's decision to stand down an employee during an investigation, it is fair and reasonable the company continues to pay the employee during that process.
6. **Clause 22.7** - The AWU/WMWA seeks the removal of the following from the last sentence "by consent of both parties involved." The AWU cannot agree to having an agreement that cannot be reasonably enforced by either party. It is beneficial for all parties to have any disputes arising under this Agreement to be resolved expeditiously through the FWC jurisdiction.
7. **Appendix 1.8** Employees in other mining operations - The AWU / WMWA seeks the addition of a belt maintainers allowance to recognize the increased risk and arduous nature of this work. This allowed to be a total of \$7K additionally included to their salary each year.
8. **Payment of \$5,000 sign on bonus** - The AWU/WMWA seeks written assurance from the Company that the previously provided \$5K sign on bonus is to be included in any future vote.

Provided to parties 22 November at 1300 Shane Roulstone AWU National Organising Director Mining.

Appendix 3 – Bargaining representatives’ feedback / proposals provided on 14 December 2023 to be responded to in a future bargaining meeting

MINING AND ENERGY UNION
QUEENSLAND DISTRICT

BRISBANE

PO Box 508 Spring Hill Qld 4004
Level 2 61 Bowen Street Spring Hill Qld 4004

P 07 3839 8588

ABN 73 089 711 903

14 December 2023



MEU response to OS ACPM Draft Agreement dated 15 November 2023

Clauses 2 and 3

MEU seeks a coal only agreement.

Clause 3

MEU seeks that all current policies be incorporated in the agreement.

Clause 4

MEU seeks a three-year agreement.

Clause 6

MEU seeks a clause which prevents the promotion of deskilling.

Clause 6.2

MEU seeks a restriction on training broadly, to be limited to other employees of the Company.

Clauses 6.3 and 6.4

MEU seeks:

- current deployment site to be considered ordinary location;
- redefinition of hubs;
- new hubs to be subject to agreement with workforce;
- increase in notice for movement within hubs (or payment of overtime if requisite notice is not provided).

Clauses 7.3 & 7.4

MEU seeks that current clauses 7.3 and 7.4 be replaced with the following:

- 7.3 *The Annual Salary is the greater of:*
- (a) *the amount set out in the Employee's contract of employment;*
 - (b) *the full rate of pay payable for the performance of the employee's duties if they were performed for either BHP Coal Pty Ltd or Central Queensland*

Incorporating the Federal & State Registered Unions

BLACKWATER

45 Arthur Street
Blackwater Qld 4717

P 07 4982 5131

DYSART

20 Garnham Drive
Dysart Qld 4745

P 07 4958 2318

MACKAY

33 Milton Street
Mackay Qld 4740

P 07 4957 2644

MORANBAH

43 Mills Avenue
Moranbah Qld 4744

P 07 4941 7004

ROCKHAMPTON

5/156 Bolsover Street
Rockhampton Qld 4700

P 07 4922 7100

Services Pty Ltd, and the relevant covered employment instrument applied to the Employee.

- 7.4 *An Employee's Annual Salary will increase:*
- (a) *between 1 July and 15 September each year, if the Employee is paid in accordance with their contract of employment, by a minimum of 4%; or*
 - (b) *where the Employee is paid the full rate of pay payable under a covered employment instrument that applies to another entity, in accordance with any increase which applies to the rates set out in that instrument.*

Clause 7.8

MEU seeks removal of this clause. Base rate of pay, should it be different to what is actually paid, needs to be specified.

Clause 7.10

Rate for un-rostered overtime must be referable to the actual rate earned by the employee.

Clause 7.14

MEU seeks that:

- for training to take place outside of rostered hours it will only be with employee agreement; and
- employee to receive overtime or TOIL for training outside of rostered hours, at their election.

If training is conducted on a rostered shift, payment is to be for the full shift where training concludes at a time when it is not reasonable for the Employee to return for the balance of the shift.

Clause 7.17

MEU seeks for the STI policy to be incorporated into the Agreement, and to be revised so a bonus is guaranteed.

Clause 7.18

MEU presses for an overpayment and underpayment clause (dealing with payment errors), consistent with previously provided draft. Had understood that while the MEU's drafting was not accepted in bargaining, the concept was.

In any event, MEU view is current clause is likely to mislead as to what is permitted under s 324 of the FW Act.

Clause 7.17

Accident Pay policy to be incorporated into the Agreement.

Clause 8.1

MEU seeks for default fund to be Mine Super

Clause 8.4

MEU seeks that the Company incorporate the co-contribution policy in the Agreement.

Clause 9.5

MEU seeks:

- that shifts of longer than 10 hours are only by agreement;
- start and finish times to be as agreed;
- start and finish places to be as agreed;
- where a change of shift or place on roster occurs, if one weeks' notice is not provided then overtime rates will apply until the notice period has expired;
- new rosters to be introduced only following consultation and by agreement;
- current rosters to be included in the Agreement;
- any move between a continuous and non-continuous roster is to be with four weeks' notice.

Further, clarification and definition is required as to what "operational requirements" refers to in 9.5(c)(ii).

Clause 10.1

Christmas Eve also needs to be recognised as a public holiday.

MEU presses that the commencement of the public holiday is to start at the commencement of night shift before the public holiday.

Clause 10.2

MEU seeks:

- removal of acknowledgement at (a);
- alignment with BCMI Award in respect of the public holidays which are the two non-working days;
- removal of clauses (c) and (d);

Clauses 10.3

MEU seeks that work on a public holiday should be remunerated at the equivalent of treble time, and that payment should be made on RDOs as provided in the BCMI Award.

Clause 11

Deduction of annual leave to be based on the ordinary hour component of the employee's shift.

MEU presses for a process to be included in the Agreement for applying and the approval of annual leave.

Clause 15

Coal LSL entitlement to be stipulated.

Clause 18

MEU presses for LWOP to be an entitlement, not at Company's discretion.

Agreement to stipulate that LWOP will not break continuous service. Propose adopting wording of cl 19.6.

Clause 19

MEU continues to press for a minimum entitlement that:

- where the SSE shuts down the Mine due to inclement weather; and/ or
- where employees cannot access the mine due to inclement weather using their normal mode and route of travel;

all employees rostered to work will be given the option to be sent home or to camp where safe to do so, at no loss of earning for the remainder of their rostered shifts until the Mine is re-opened up to 5 shifts.

Clause 21.2

MEU presses that a stand aside which is subject to investigation should see continuation of salary payments for period of investigation, and proposes amending cl 19.3 rather than the separate provision of cl 19.2.

Clause 21.5

MEU advances the claim that an employee stood down in circumstances under clause 19.4 should be allowed to access all forms of leave as appropriate (including personal/ carer's leave or compassionate leave where appropriate).

Approval of leave should be in accordance with the relevant legislation (not at Company's discretion).

Clause 22.1

MEU seeks that DSP is to cover disputes arising in the course of employment.

Clause 22.7

MEU seeks that parties should be able to seek arbitration by FWC without consent.

Clause 25

MEU presses that redundancy provision must include:

- obligation to take all necessary steps to avoid making employees, including new claim specifying that all necessary steps includes identifying suitable alternative employment opportunities (suitability to be determined based on pay, status, location and required travel time) and facilitating redeployment within the BHP group;
- set out process for voluntary redundancies before considering forced redundancies;
- company to pay for any relocation expenses;
- set out process for forced redundancies.

Clause 27

While the MEU does not agree to the use of the Above Award Guarantee, it nonetheless disagrees with the proposed reconciliation process. This process must include providing

employees with a detailed breakdown comparing the amount which would be payable under the relevant award, and the amount actually paid.

Other clauses

The MEU repeats its previous claims in relation to:

- work clothing;
- medicals;
- employee representatives/ union delegates.



Electrical Trades Union WA

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

CEPU RESPONSE TO BHP OS DRAFT AGREEMENT 15 NOVEMBER 2023

- Coverage 2.1(b) – remove or exclude Port operations in Western Australia which service mining operations.
- CI 6.4 14 days' Notice
 - preference is 28 days' Notice
- CI 7.9 (c) Apprentices & Trainees need to be paid the percentage of Employees rates
- CI 7.20 Electrical Licences needs to include:
 - (c) payment for time at the relevant course if the course if the training is not performed during normal working hours
- Electrical Licence Allowance as per the overlay document:

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