

# Operations Services Maintenance Agreement

## Record of Meeting

**Date:** 20 February 2024

**Time:** Open: 1:00pm AEST / 11:00am AWST. Close: 2:40pm AEST / 12:40pm AWST.

**Location:** WebEx

**Attendees:** See Appendix 1

### Agenda

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

### Summary

<b>Introduction</b>	OS shared the agenda for the meeting.		
<b>OS's responses to proposals</b>	OS provided responses to proposals tabled by the MEU and ETU WA prior to the last bargaining meeting. Please see Appendix 2 for full details of proposals and responses tabled.		
	<b>Clause</b>	<b>Bargaining representative proposal description</b>	<b>Company's response</b>
	2 Coverage	MEU seeks a coal only agreement.  ETU WA seek to remove or exclude Port operations in WA which service mining operations.	OS has not changed its position. OS continues to press a single national Agreement for the maintenance workforce that covers its business across Australia (including Port operations in WA) to focus on a single discipline.
	3 Relationship with other instruments and the National Employment Standards	MEU seeks that all current policies be incorporated in the agreement.	OS has agreed to incorporate several policies in the Agreement including the BHP Group Parental Leave, Public Service Leave, Family & Domestic Violence Support and Redundancy Terminations Australia Policies. With respect to any further policies, OS will include reference to relevant policies, but does not agree to incorporate in the Agreement. That's a flexibility OS does not agree to remove.
	6 – 6.2 Duties	MEU seeks a clause which prevents the promotion of deskilling.  MEU seeks a restriction on training broadly, to be limited to other employees of the Company.	OS has not changed its position on either. OS wishes to retain the right to allocate work in a simple, flexible and uncomplicated way to meet operational needs. OS maintains the MEU's claim would be used to restrict multi-skilling and flexibility. With respect to training, OS believes this is a lawful and reasonable direction to train others and promotes skills development.

	6.3 – 6.4 Duties	<p>MEU seeks:</p> <ul style="list-style-type: none"> <li>- Current deployment site to be considered ordinary location;</li> <li>- Redefinition of hubs</li> <li>- New hubs to be subject to agreement with workforce;</li> <li>- Increase in notice for movement within hubs (or payment of overtime if requisite notice is not provided).</li> </ul>	OS has not changed its position. The hubs continue to be integral to our business model and the ability to offer ongoing employment. We continue to reject this proposal.
	6.4 Duties	28 days' notice rather than 14 days' notice for changes to deployment within a hub.	OS does not agree to this proposal. OS wishes to retain the flexibility to respond to operational requirements and make changes to deployments within a hub with 14 days' notice.
	7.3 – 7.4 Remuneration	<p>MEU seeks that the current clauses 7.3 and 7.4 be replaced with the following:</p> <p>7.3 The Annual Salary is the greater of:</p> <p>(a) the amount set out in the Employee's contract of employment;</p> <p>(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 Services Pty Ltd, and the relevant covered employment instrument applied to the Employee.</p> <p>7.4 An Employee's Annual Salary will increase:</p> <p>(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</p> <p>(b) where the Employee is paid the full rate of pay payable under a covered employment instrument that applies to another entity, in</p>	OS does not agree to this proposal. OS maintains its remuneration position which enables OS to reward individual experience and performance whilst providing Employees with an Above Award Guarantee of 105% and minimum Annual Salary increases of 4% per annum.

		accordance with any increase which applies to the rates set out in that instrument.	
7.8 Remuneration		MEU seeks removal of this clause. Base rate of pay, should it be different to what is actually paid, needs to be specified.	OS agrees to this proposal and will remove clause 7.8 from the proposed Agreement.
7.10 Remuneration		MEU seeks the rate for un-rostered overtime must be referable to the actual rate earned by the employee.	The proposed EA provides that un-rostered overtime is paid at double the Above Award Guarantee hourly roster rate (or triple the rate on public holidays) for each hour of un-rostered overtime. The EA also guarantees where an Employee is currently receiving a higher rate, this rate will not go backwards. OS does not agree to any further changes.
7.14 Remuneration		<p>MEU seeks that:</p> <ul style="list-style-type: none"> <li>- For training to take place outside of rostered hours it will only be with employee agreement; and</li> <li>- Employee to receive overtime or TOIL for training outside of rostered hours, at their election.</li> </ul> <p>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.</p>	OS should not be denied flexibility, or employees be denied the opportunity, when training opportunities cannot be reasonably organised during rostered hours. OS previously updated this clause to capture an Employee who performs training outside of rostered hours will be provided TOIL, or overtime at Company election for the time in training. OS already needs to ensure directions to attend training outside rostered hours are lawful and reasonable and may be required to provide TOIL rather than overtime payments for fatigue management purposes. Accordingly, OS does not agree to any further changes.
7.17 Remuneration		MEU seeks for the STI policy to be incorporate into the Agreement, and to be revised so a bonus is guaranteed.	OS has not changed its position. OS does not agree to incorporate the Short-Term Incentive (STI) scheme in the Agreement. This restricts flexibility in the scheme. OS does not agree to a fixed bonus as it is not aligned with seeking to reward individual performance and effort.
7.18 Remuneration		MEU presses for an overpayment and underpayment clause	OS maintains it is not necessary to have Agreement provisions for alleged

	(dealing with payment errors), consistent with previously drafted.  MEU view is the current clause is likely to mislead as to what is permitted under s324 of the FW Act.	underpayments and does not accept this proposal.  The deductions clause is stated to be subject to s.324.
7.19 Remuneration	MEU seeks the Accident Pay Policy to be incorporated into the Agreement.	OS has not changed its position. OS's proposed clause includes entitlements will not be less than the Employee would receive if an accident pay clause in a modern award applied to the Employee, but for the Agreement.
8 Superannuation	MEU seeks for the default fund to be Mine Super.  MEU seeks that the Company incorporate the Co-Contribution Policy in the Agreement.	OS has not changed its position. OS notes that superannuation stapling reforms mean Employees can keep their stapled fund or nominate their preferred fund, which may include Mine Super.  OS has included reference to the Co-Contribution Policy, but does not agree to incorporate in the Agreement because it: <ol style="list-style-type: none"> <li>1. Provides discretionary benefits that are significantly above the reference Awards.</li> <li>2. Allow OS to make changes as circumstances change. That's a flexibility OS does not agree to remove.</li> </ol>
9 Hours of Work	MEU seeks: <ul style="list-style-type: none"> <li>- Shifts longer than 10 hours are only by agreement;</li> <li>- Start and finish times to be as agreed;</li> <li>- Start and finish places to be as agreed;</li> <li>- 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;</li> </ul>	OS has not changed its position. Employees have visibility of their roster and accept their roster at the time of accepting their contract of employment. Further, no current rosters worked in Queensland have over 10 ordinary hours per shift.  OS has an obligation to consult with employees about changes to rosters or ordinary hours of work in accordance with clause 24 of the Agreement. Introducing further limitations on new rosters by agreement only limits OS's flexibility to respond to new deployments and changes in the market.  Requiring start and finish places or times to be by agreement is misaligned with the flexibility in the OS employment model in that employees are generally

		<ul style="list-style-type: none"> <li>- New rosters to be introduced only following consultation and by agreement;</li> <li>- Current rosters to be included in the Agreement;</li> <li>- Any move between a continuous and non-continuous roster is to be with four weeks' notice.</li> </ul> <p>MEU seeks clarification and definition as to what 'operational requirements' refers to in 9.5(c)(ii).</p>	<p>employed to work within a hub, rather than a fixed site or designated 'ordinary location' within a hub.</p> <p>OS rejects the proposal to specify current rosters in the Agreement. Neither Award does so, and there is no need to specify current rosters in the Agreement.</p> <p>OS rejects the proposals to provide 4 weeks' notice of a move between a continuous and non-continuous roster or to pay overtime if the required notice is not given. OS will provide the notice stated in the EA.</p> <p>Operational requirements relate to unforeseen occurrences such as changes to maintenance schedules and programs due things such as:</p> <ul style="list-style-type: none"> <li>• weather</li> <li>• production sprints or changed priorities impacting on maintenance</li> <li>• changes to critical path activities</li> <li>• unforeseen absences</li> </ul>
	<p>10.1 Public Holidays</p>	<p>MEU seeks Christmas Eve acknowledged as a recognised public holiday and presses the commencement of the public holiday to start at the commencement of night shift before the public holiday.</p>	<p>Clause 10.1(l) captures that – it specifies any day gazetted in addition to the listed days will be a public holiday. In Queensland this would include Christmas Eve (6pm to midnight) as this is a gazetted part day public holiday.</p> <p>With respect to when public holidays are recognised, consistent with the broader Company position, a public holiday for NES purposes is recognised as the 24-hour period commencing at midnight of the calendar day declared by the relevant state or territory (unless it is declared a part-day public holiday, in which case the public holiday is the declared period of the declared public holiday). This replaces any previous practice for treatment of public holidays over night shifts and brings previously differing practices across BHP operations in Australia onto the same standard.</p> <p>For these reasons, OS does not agree to this proposal.</p>

	10.2 Public Holidays	<p>MEU seeks:</p> <ul style="list-style-type: none"> <li>- Removal of acknowledgement at (a);</li> <li>- Aligned with BCMI Award in respect of the public holidays which are the two non-working days;</li> <li>- Removal of clauses (c) and (d).</li> </ul>	<p>OS disagrees with MEU application of the BCMI Award with respect of the public holidays which are two non-working days. Consistent with the decision by Rangiah J in <i>CFMMEU vs OS MCAP Pty Ltd (No 2)</i> [2022] FCA 132, OS maintains the BCMI Award does not require that all Employees be not rostered to work on the same two days each year.</p> <p>OS does not agree to remove clauses 10.2(a), (c) or (d).</p>
	10.3 Public Holidays	<p>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.</p>	<p>OS's Annual Salary includes compensation for the expectation that Employees will work public holidays. The Above Award Guarantee Formula (<b>AAG</b>) included in the EA provides that at minimum, 11 public holidays will be included in an Employee's AAG rate, which is more than what may be worked in practice.</p> <p>The AAG Formula allows for payment of 11 public holidays as worked, whether they are worked or not. If owing, the AAG and reconciliation process would capture any additional payment due for public holidays.</p>
	Clause 11 Annual Leave	<p>MEU seeks deduction of annual leave to be based on the ordinary hour component of the employee's shift.</p> <p>MEU presses for a process to be included in the Agreement for applying and the approval of annual leave.</p>	<p>OS has not changed its position. OS can work multiple different rosters, across multiple locations. Some of these locations accrue and deduct leave using ordinary hours, and others accrue and deduct using actual hours. OS does not agree to remove this flexibility.</p> <p>OS's practice is to respond to leave requests in a timely manner and will continue to do so for its Employees. For operational reasons for rostering, resourcing and capacity planning purposes, OS requires a degree of flexibility and to account for individual circumstances, so cannot agree to prescriptive timeframes with respect to responding to annual leave applications.</p>
	Clause 15 Long Service Leave	<p>MEU seeks the Coal LSL entitlement to be stipulated.</p>	<p>OS has not changed its position. The clause proposed by OS has the same result. OS has proposed a simple clause which provides entitlements in</p>

			accordance with the applicable legislation, which will include the Coal LSL scheme where it is relevant to an Employee.
Clause 18 Leave Without Pay	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 working of cl 21.6.		OS does not agree to remove its discretion to approve or not approve requests for leave without pay. Leave without pay will not count as service, however, will not break an Employee's continuity of employment.
Clause 19 Inclement Weather	MEU continues to press for a minimum entitlement that: <ul style="list-style-type: none"> <li>- Where the SSE shuts down the Mine due to inclement weather; and/or</li> <li>- Where employees cannot access the mine due to inclement weather using their normal mode and route of travel;</li> </ul> <p>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.</p>		OS has previously agreed to include an inclement weather clause. Mines at which we operate have inclement weather arrangements address through safety and health management systems managed by the operator under legislation. OS does not agree to further Agreement provisions which add inflexibility to existing processes. Where employees cannot get to work due to inclement weather, they are enabled to utilise accrued annual leave if they desire.
21.1(c) – 21.5 Stand Aside and Stand Down	The AMWU QLD, ETU WA and AWU seek the removal of the phrase " <i>or without</i> " from this sentence.  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 21.3 rather than the separate provision of 21.2.		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: <ul style="list-style-type: none"> <li>(i) Remains ready, willing and able to perform work; and</li> <li>(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).</li> </ul>

		<p>MEU advances the claim that an employee stood down in circumstances under clause 21.4 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).</p>	<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 21.3(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>With respect to leave during periods of stand down, there is no legislation that deals with this in the way proposed by the MEU. OS believes that decisions during covid make it clear that there is no entitlement to leave during stand downs. Nevertheless, we have inserted a provision that allows OS to use its discretion if annual or long service leave is sought by any Employee.</p>
	<p>25 Redundancy</p>	<p>MEU presses that redundancy provision must include:</p> <ul style="list-style-type: none"> <li>- 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;</li> <li>- Set out process of voluntary redundancies before considering forced redundancies;</li> <li>- Company to pay for any relocation expenses;</li> </ul>	<p>OS provides employment within a hub to provide as much certainty as possible to Employees about ongoing employment through mobility. Our model and the Agreement mean that we can offer continuing employment within the hub wherever possible. OS does not agree to prescriptive processes, including offering voluntary redundancy, where employment and the need for the Employee exists within a hub in its business. OS believes the clause as currently drafted adequately addresses redundancy and does not agree to further changes.</p>



		<ul style="list-style-type: none"> <li>- Set out process for forced redundancies.</li> </ul>	
	<p>Clause 27 Reconciliation</p>	<p>While the MEU does not agree to use 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.</p>	<p>OS's proposed clause 27 enables Employees to request a review of the amounts payable to Employees to ensure that the Employee received at least the Above Award Guarantee, on hours actually worked. This will involve comparing the amounts which would have been payable under the relevant Award, and the amount actually paid and Employees will be provided with the outcome of this review.</p>
	<p>N/A</p>	<p>The MEU repeats its previous claims in relation to:</p> <ul style="list-style-type: none"> <li>- Work clothing</li> <li>- Medicals</li> <li>- Employee representatives / union delegates.</li> </ul>	<p>OS has not changed its position:</p> <ul style="list-style-type: none"> <li>- Work clothing is dealt with in the OS Employee Handbook.</li> <li>- Medicals are dealt with in accordance with the applicable state safety legislation.</li> <li>- OS considers representatives are adequately provided for, including OS's proposed Issue Resolution Procedure clause making it clear that an Employee is entitled to a support person / representative.</li> </ul>
<p><b>Bargaining representatives feedback</b></p>	<p>Bargaining representatives (<b>BRs</b>) provided feedback / sought clarity in the meeting on:</p>		
	<p><b>Clause</b></p>	<p><b>Bargaining representative feedback</b></p>	
	<p>4. Term of Agreement</p>	<p>BRs do not accept OS's proposal for a 3-year term in exchange for dropping proposals in relation to clause 21 Stand Aside / Stand Down and clause 22 Issue Resolution Procedure.</p> <p>An Employee Bargaining Representative advised he presses a 4-year term. The AMWU QLD advised they were prepared to consider a 4-year term if salary escalations were 5%p.a. over 4 years.</p>	
	<p>6. Duties</p>	<p>BRs continue to press 28 days' notice to changes to deployment within a hub and expressed concern regarding family and caring responsibilities. OS advised consultation in accordance with clause 24 would occur where a change to deployment also resulted in a roster change.</p>	
	<p>7. Remuneration</p>	<p>BRs sought to understand whether an increase to salary would be provided on approval of the EA. OS explained an increase would only occur on EA approval where an Employee's contractual salary was not currently above the AAG. Otherwise, salaries would be reviewed twice a year:</p>	

		<p>1. After 1 July in accordance with the Fair Work Commission reviewing minimum rates in modern awards, and 2. In September in accordance with the Company's Annual Reward Review (ARR) process.</p> <p>Under the proposed EA, across the two reviews an Employee's contractual salary as at 30 June would need to increase to remain at least 4% per annum above their 30 June salary.</p>														
	9. Hours of Work	BRs advised they believe the start and finish place for work should be the site access gate. OS confirmed the start / finish place varies site to site but is generally a workshop in the industrial area of the mine and that this is not a change in current practice.														
	10. Public Holidays	<p>The AWU sought clarity on treatment of night shifts over public holidays. OS confirmed a public holiday is midnight – midnight on the day gazetted as a public holiday and therefore penalty rates for a night shift on a public holiday would commence from 12am.</p> <p>An Employee Bargaining Representative questioned why public holidays vary state to state. OS advised each state is responsible for gazetting its own public holidays and that some holidays are state specific, such as WA Day in Western Australia.</p> <p>The MEU proposed OS considered expanding clause 10.2(a) to capture the Working Public Holidays - Policy position.</p> <p>An Employee Bargaining Representative proposed the Working 24-26 December Ex-Gratia Payment Policy be incorporated in the EA. OS advised this proposal has previously been tabled and responded to, and that we do not agree to incorporate any further policies.</p>														
	Workplace Delegates	The MEU asked whether OS would be prepared to consider a workplace delegates clause before 1 July 2024. OS advised we would like to see the modern award clause but will consider a proposal if the MEU tables one.														
<b>New proposals</b>	<p>BRs raised new proposals:</p> <table border="1" data-bbox="395 1391 1487 2011"> <thead> <tr> <th data-bbox="395 1391 609 1424">Raised by</th> <th data-bbox="609 1391 1487 1424">Proposal description</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 1424 609 1518">Employee bargaining representative</td> <td data-bbox="609 1424 1487 1518">In addition to the \$5000 sign on bonus, 5000 Big Thanks points to be provided to employees on approval of the EA.</td> </tr> <tr> <td data-bbox="395 1518 609 1610">AMWU QLD</td> <td data-bbox="609 1518 1487 1610">20% Annual Salary increases over the life of the Agreement (5% a year for 4 years).</td> </tr> <tr> <td data-bbox="395 1610 609 1702">AMWU QLD</td> <td data-bbox="609 1610 1487 1702">Retention bonuses as applied in the proposed WAIO Locomotives Drivers Agreement.</td> </tr> <tr> <td data-bbox="395 1702 609 1765">AMWU QLD</td> <td data-bbox="609 1702 1487 1765">Increase to the sign-on bonus from \$5000 to \$15,000.</td> </tr> <tr> <td data-bbox="395 1765 609 1859">AMWU QLD</td> <td data-bbox="609 1765 1487 1859">The local and residential allowances in the proposed EA to be backdated to March 2023.</td> </tr> <tr> <td data-bbox="395 1859 609 2011">Employee bargaining representative</td> <td data-bbox="609 1859 1487 2011"> <p>An increase to the night shift allowance.</p> <p>OS explained the 3%-night shift allowance is a contractual entitlement and that the proposed EA picks up night shift penalties via the AAG.</p> </td> </tr> </tbody> </table>		Raised by	Proposal description	Employee bargaining representative	In addition to the \$5000 sign on bonus, 5000 Big Thanks points to be provided to employees on approval of the EA.	AMWU QLD	20% Annual Salary increases over the life of the Agreement (5% a year for 4 years).	AMWU QLD	Retention bonuses as applied in the proposed WAIO Locomotives Drivers Agreement.	AMWU QLD	Increase to the sign-on bonus from \$5000 to \$15,000.	AMWU QLD	The local and residential allowances in the proposed EA to be backdated to March 2023.	Employee bargaining representative	<p>An increase to the night shift allowance.</p> <p>OS explained the 3%-night shift allowance is a contractual entitlement and that the proposed EA picks up night shift penalties via the AAG.</p>
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<b>Next meeting</b>	The parties agreed the next bargaining meeting will be held on 11 April 2024.															

<b>Actions</b>		
<b>Share copy of BHP Redundancy Terminations Australia Policy</b>	OS	23 February 2024
<b>Confirm start and finish times and places for Saraji and Caval Ridge Mines</b>	OS	5 March 2024
<b>Logistics for next meeting</b>	OS	By 4 April 2024

## Appendix 1

Attendance List	
Michael Caskey	Technician Maintenance OS
Cassandra Baynton	Technician Maintenance OS
Shannon Raddon	Technician Maintenance OS
Trevor Hawken	Technician Maintenance OS
James Jeffcoat	Technician Maintenance OS
Daniel Steele	Technician Maintenance OS
Craig Thomas	ETU QLD
Mitch Hughes	MEU QLD
Brant Softley	ETU WA
Shane Roulstone	AWU
Josh Thornton	AMWU QLD
Renee Portland	AMWU WA
Rob Hannaford	Manager Maintenance OS
Jess Morkel	Principal Employee Relations
Nicole Elkovich	Principal Employee Relations

## Appendix 2

## Proposals and responses from bargaining meetings 14 December 2023 and 20 February 2024

Note: Proposals highlighted in red were responded to during the meeting on 20 February 2024.

Raised by	Clause	Bargaining representative proposal description	Company's response
MEU ETU WA	2 Coverage	MEU seeks a coal only agreement.  ETU WA seek to remove or exclude Port operations in WA which service mining operations.	OS has not changed its position. OS continues to press a single national Agreement for the maintenance workforce that covers its business across Australia (including Port operations in WA) to focus on a single discipline.
MEU	3 Relationship with other instruments and the National Employment Standards	MEU seeks that all current policies be incorporated in the agreement.	OS has agreed to incorporate several policies in the Agreement including the BHP Group Parental Leave, Public Service Leave, Family & Domestic Violence Support and Redundancy Terminations Australia Policies. With respect to any further policies, OS will include reference to relevant policies, but does not agree to incorporate in the Agreement. That's a flexibility OS does not agree to remove.
ETU QLD AWU MEU	4.2 Term of Agreement	The MEU, ETU QLD and AWU preference is for a 3-year term.	OS has considered this proposal and can agree to a 3-year term if the unions drop all claims in relation to: <ul style="list-style-type: none"> <li>• Clause 21 – Stand Aside and Stand Down</li> <li>• Clause 22 – Issue Resolution Procedure</li> </ul>
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> .
MEU	6 – 6.2 Duties	MEU seeks a clause which prevents the promotion of deskilling.  MEU seeks a restriction on training broadly, to be limited to other employees of the Company.	OS has not changed its position on either. OS wishes to retain the right to allocate work in a simple, flexible and uncomplicated way to meet operational needs. OS maintains the MEU's claim would be used to restrict multi-skilling and flexibility. With respect to training, OS believes this is a lawful and reasonable direction to train others and promotes skills development.

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AMWU QLD ETU QLD/WA AWU	6.4 Duties	28 days' notice rather than 14 days' notice for changes to deployment within a hub.	OS does not agree to this proposal. OS wishes to retain the flexibility to respond to operational requirements and make changes to deployments within a hub with 14 days' notice.
MEU	7.3 – 7.4 Remuneration	MEU seeks that the current clauses 7.3 and 7.4 be replaced with the following: <p>7.3 The Annual Salary is the greater of:</p> <p>(a) the amount set out in the Employee's contract of employment;</p> <p>(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 Services Pty Ltd, and the relevant covered employment instrument applied to the Employee.</p> <p>7.4 An Employee's Annual Salary will increase:</p> <p>(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</p>	OS does not agree to this proposal. OS maintains its remuneration position which enables OS to reward individual experience and performance whilst providing Employees with an Above Award Guarantee of 105% and minimum Annual Salary increases of 4% per annum.

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MEU	7.8 Remuneration	MEU seeks removal of this clause. Base rate of pay, should it be different to what is actually paid, needs to be specified.	OS agrees to this proposal and will remove clause 7.8 from the proposed Agreement.
ETU QLD/WA	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.
MEU	7.10 Remuneration	MEU seeks the rate for un-rostered overtime must be referable to the actual rate earned by the employee.	The proposed EA provides that un-rostered overtime is paid at double the Above Award Guarantee hourly roster rate (or triple the rate on public holidays) for each hour of un-rostered overtime. The EA also guarantees where an Employee is currently receiving a higher rate, this rate will not go backwards. OS does not agree to any further changes.
MEU	7.14 Remuneration	<p>MEU seeks that:</p> <ul style="list-style-type: none"> <li>- For training to take place outside of rostered hours it will only be with employee agreement; and</li> <li>- Employee to receive overtime or TOIL for training outside of rostered hours, at their election.</li> </ul> <p>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.</p>	OS should not be denied flexibility, or employees be denied the opportunity, when training opportunities cannot be reasonably organised during rostered hours. OS previously updated this clause to capture an Employee who performs training outside of rostered hours will be provided TOIL, or overtime at Company election for the time in training. OS already needs to ensure directions to attend training outside rostered hours are lawful and reasonable and may be required to provide TOIL rather than overtime payments for fatigue management purposes. Accordingly, OS does not agree to any further changes.

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MEU	7.17 Remuneration	MEU seeks for the STI policy to be incorporate into the Agreement, and to be revised so a bonus is guaranteed.	OS has not changed its position. OS does not agree to incorporate the Short-Term Incentive (STI) scheme in the Agreement. This restricts flexibility in the scheme. OS does not agree to a fixed bonus as it is not aligned with seeking to reward individual performance and effort.
MEU	7.18 Remuneration	<p>MEU presses for an overpayment and underpayment clause (dealing with payment errors), consistent with previously drafted.</p> <p>MEU view is the current clause is likely to mislead as to what is permitted under s324 of the FW Act.</p>	<p>OS maintains it is not necessary to have Agreement provisions for alleged underpayments and does not accept this proposal.</p> <p>The deductions clause is stated to be subject to s.324.</p>
MEU	7.19 Remuneration	MEU seeks the Accident Pay Policy to be incorporated into the Agreement.	OS has not changed its position. OS's proposed clause includes entitlements will not be less than the Employee would receive if an accident pay clause in a modern award applied to the Employee, but for the Agreement.
ETU QLD/WA	7.20 Electrical Licenses	<p>ETU QLD/WA seeking:</p> <ul style="list-style-type: none"> <li>• Payment for time at the relevant course if the course is not performed during normal work hours.</li> <li>• an Electrical License Allowance of \$2000 per year for Employees who are: <ul style="list-style-type: none"> <li>○ Licensed electricians</li> <li>○ Required to perform electrical work; and</li> <li>○ Required to hold and maintain an electrical license recognised by the Electrical Safety Office; and</li> <li>○ Appointed by the Electrical Engineering Manager</li> </ul> </li> </ul>	<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:</p> <ul style="list-style-type: none"> <li>(a) The cost of the license from the relevant licensing authority; and</li> <li>(b) The cost of any required training course that has been approved in advance by the Company.</li> </ul> <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 and 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). Further, arrangements for training outside of rostered hours is already captured at clause 7.14.</p>



Raised by	Clause	Bargaining representative proposal description	Company's response
			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.
MEU	8 Superannuation	<p>MEU seeks for the default fund to be Mine Super.</p> <p>MEU seeks that the Company incorporate the Co-Contribution Policy in the Agreement.</p>	<p>OS has not changed its position. OS notes that superannuation stapling reforms mean Employees can keep their stapled fund or nominate their preferred fund, which may include Mine Super.</p> <p>OS has included reference to the Co-Contribution Policy, but does not agree to incorporate in the Agreement because it:</p> <ol style="list-style-type: none"> <li>3. Provides discretionary benefits that are significantly above the reference Awards.</li> <li>4. Allow OS to make changes as circumstances change. That's a flexibility OS does not agree to remove.</li> </ol>
MEU	9 Hours of Work	<p>MEU seeks:</p> <ul style="list-style-type: none"> <li>- Shifts longer than 10 hours are only by agreement;</li> <li>- Start and finish times to be as agreed;</li> <li>- Start and finish places to be as agreed;</li> <li>- 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;</li> <li>- New rosters to be introduce only following consultation and by agreement;</li> <li>- Current rosters to be included in the Agreement;</li> <li>- Any move between a continuous and non-continuous roster is to be with four weeks' notice.</li> </ul>	<p>OS has not changed its position. Employees have visibility of their roster and accept their roster at the time of accepting their contract of employment. Further, no current rosters worked in Queensland have over 10 ordinary hours per shift.</p> <p>OS has an obligation to consult with employees about changes to rosters or ordinary hours of work in accordance with clause 24 of the Agreement. Introducing further limitations on new rosters by agreement only limits OS's flexibility to respond to new deployments and changes in the market.</p> <p>Requiring start and finish places or times to be by agreement is misaligned with the flexibility in the OS employment model in that employees are generally employed to work within a hub, rather than a fixed site or designated 'ordinary location' within a hub.</p> <p>OS rejects the proposal to specify current rosters in the Agreement. Neither Award does so, and there is no need to specify current rosters in the Agreement.</p>

Raised by	Clause	Bargaining representative proposal description	Company's response
		MEU seeks clarification and definition as to what 'operational requirements' refers to in 9.5©(ii).	<p>OS rejects the proposals to provide 4 weeks' notice of a move between a continuous and non-continuous roster or to pay overtime if the required notice is not given. OS will provide the notice stated in the EA.</p> <p>Operational requirements relate to unforeseen occurrences such as changes to maintenance schedules and programs due things such as:</p> <ul style="list-style-type: none"> <li>• weather</li> <li>• production sprints or changed priorities impacting on maintenance</li> <li>• changes to critical path activities</li> <li>• unforeseen absences</li> </ul>
MEU	10.1 Public Holidays	MEU seeks Christmas Eve acknowledged as a recognised public holiday and presses the commencement of the public holiday to start at the commencement of night shift before the public holiday.	<p>Clause 10.1(l) captures that – it specifies any day gazetted in addition to the listed days will be a public holiday. In Queensland this would include Christmas Eve (6pm to midnight) as this is a gazetted part day public holiday.</p> <p>With respect to when public holidays are recognised, consistent with the broader Company position, a public holiday for NES purposes is recognised as the 24-hour period commencing at midnight of the calendar day declared by the relevant state or territory (unless it is declared a part-day public holiday, in which case the public holiday is the declared period of the declared public holiday). This replaces any previous practice for treatment of public holidays over night shifts and brings previously differing practices across BHP operations in Australia onto the same standard.</p> <p>For these reasons, OS does not agree to this proposal.</p>
MEU	10.2 Public Holidays	<p>MEU seeks:</p> <ul style="list-style-type: none"> <li>- Removal of acknowledgement at (a);</li> <li>- Aligned with BCMI Award in respect of the public holidays which are the two non-working days;</li> <li>- Removal of clauses (c) and (d).</li> </ul>	<p>OS disagrees with MEU application of the BCMI Award with respect of the public holidays which are two non-working days. Consistent with the decision by Rangiah J in <i>CFMMEU vs OS MCAP Pty Ltd (No 2)</i> [2022] FCA 132, OS maintains the BCMI Award does not require that all Employees be not rostered to work on the same two days each year.</p> <p>OS does not agree to remove clauses 10.2(a), (c) or (d).</p>

Raised by	Clause	Bargaining representative proposal description	Company's response
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.
MEU	10.3 Public Holidays	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.	<p>OS's Annual Salary includes compensation for the expectation that Employees will work public holidays. The Above Award Guarantee Formula (<b>AAG</b>) included in the EA provides that at minimum, 11 public holidays will be included in an Employee's AAG rate, which is more than what may be worked in practice.</p> <p>The AAG Formula allows for payment of 11 public holidays as worked, whether they are worked or not. If owing, the AAG and reconciliation process would capture any additional payment due for public holidays.</p>
MEU	Clause 11 Annual Leave	<p>MEU seeks deduction of annual leave to be based on the ordinary hour component of the employee's shift.</p> <p>MEU presses for a process to be included in the Agreement for applying and the approval of annual leave.</p>	<p>OS has not changed its position. OS can work multiple different rosters, across multiple locations. Some of these locations accrue and deduct leave using ordinary hours, and others accrue and deduct using actual hours. OS does not agree to remove this flexibility.</p> <p>OS's practice is to respond to leave requests in a timely manner and will continue to do so for its Employees. For operational reasons for rostering, resourcing and capacity planning purposes, OS requires a degree of flexibility and to account for individual circumstances, so cannot agree to prescriptive timeframes with respect to responding to annual leave applications.</p>
MEU	Clause 15 Long Service Leave	MEU seeks the Coal LSL entitlement to be stipulated.	OS has not changed its position. The clause proposed by OS has the same result. OS has proposed a simple clause which provides entitlements in accordance with the applicable legislation, which will include the Coal LSL scheme where it is relevant to an Employee.
MEU	Clause 18 Leave Without Pay	MEU presses for LWOP to be an entitlement, not at Company's discretion.	OS does not agree to remove its discretion to approve or not approve requests for leave without pay. Leave without pay will not count as service, however, will not break an Employee's continuity of employment.

Raised by	Clause	Bargaining representative proposal description	Company's response
		Agreement to stipulate that LWOP will not break continuous service. Propose adopting working of cl 21.6.	
MEU	Clause 19 Inclement Weather	<p>MEU continues to press for a minimum entitlement that:</p> <ul style="list-style-type: none"> <li>- Where the SSE shuts down the Mine due to inclement weather; and/or</li> <li>- Where employees cannot access the mine due to inclement weather using their normal mode and route of travel;</li> </ul> <p>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.</p>	OS has previously agreed to include an inclement weather clause. Mines at which we operate have inclement weather arrangements address through safety and health management systems managed by the operator under legislation. OS does not agree to further Agreement provisions which add inflexibility to existing processes. Where employees cannot get to work due to inclement weather, they are enabled to utilise accrued annual leave if they desire.
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.

Raised by	Clause	Bargaining representative proposal description	Company's response
AMWU QLD AWU ETU WA MEU	21.1(c) – 21.5 Stand Aside and Stand Down	<p>The AMWU QLD, ETU WA and AWU seek the removal of the phrase “<i>or without</i>” from this sentence.</p> <p>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 21.3 rather than the separate provision of 21.2.</p> <p>MEU advances the claim that an employee stood down in circumstances under clause 21.4 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).</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"> <li>(iii) Remains ready, willing and able to perform work; and</li> <li>(iv) 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).</li> </ul> <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 21.3(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>With respect to leave during periods of stand down, there is no legislation that deals with this in the way proposed by the MEU. OS believes that decisions during covid make it clear that there is no entitlement to leave during stand downs. Nevertheless, we have inserted a provision that allows OS to use its discretion if annual or long service leave is sought by any Employee.</p>
AMWU QLD ETU QLD/WA AWU MEU	22 Issue Resolution Procedure	<p>MEU seeks that DSP is to cover disputes arising in the course of employment.</p> <p>The AMWU QLD / ETU QLD/WA / AWU / MEU 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 on NES and EA issues. We believe the clause as drafted balances the rights of the employer and employee.</p>
MEU	25 Redundancy	<p>MEU presses that redundancy provision must include:</p> <ul style="list-style-type: none"> <li>- Obligation to take all necessary steps to avoid making employees, including new</li> </ul>	<p>OS provides employment within a hub to provide as much certainty as possible to Employees about ongoing employment through mobility. Our model and the Agreement mean that we can offer continuing employment within the hub wherever possible. OS does not agree to prescriptive processes, including offering voluntary redundancy, where employment and the need for the Employee exists</p>

Raised by	Clause	Bargaining representative proposal description	Company's response
		<p>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;</p> <ul style="list-style-type: none"> <li>- Set out process of voluntary redundancies before considering forced redundancies;</li> <li>- Company to pay for any relocation expenses;</li> <li>- Set out process for forced redundancies.</li> </ul>	<p>within a hub in its business. OS believes the clause as currently drafted adequately addresses redundancy and does not agree to further changes.</p>
MEU	Clause 27 Reconciliation	<p>While the MEU does not agree to use 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.</p>	<p>OS's proposed clause 27 enables Employees to request a review of the amounts payable to Employees to ensure that the Employee received at least the Above Award Guarantee, on hours actually worked. This will involve comparing the amounts which would have been payable under the relevant Award, and the amount actually paid and Employees will be provided with the outcome of this review.</p>
AWU	Appendix 1	<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>
AMWU QLD AWU IBR	N/A	<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>

Raised by	Clause	Bargaining representative proposal description	Company's response
MEU	N/A	<p>The MEU repeats its previous claims in relation to:</p> <ul style="list-style-type: none"><li>- Work clothing</li><li>- Medicals</li><li>- Employee representatives / union delegates.</li></ul>	<p>OS has not changed its position:</p> <ul style="list-style-type: none"><li>- Work clothing is dealt with in the OS Employee Handbook.</li><li>- Medicals are dealt with in accordance with the applicable state safety legislation.</li><li>- OS considers representatives are adequately provided for, including OS's proposed Issue Resolution Procedure clause making it clear that an Employee is entitled to a support person / representative.</li></ul>