

OS Maintenance Agreement Record of Meeting

Date: 3 February 2025

Time: Open: 10:00 AEST / 08:00 AWST. Close: 11:17 AEST / 9:17 AWST

Location: WebEx

Attendees: See **Appendix 1**

Agenda	
<ul style="list-style-type: none">The proposed changes to the EA and explanation document	
Classifications	<p>The Company has provided updated classifications within the latest marked up version of the Agreement which included all the classification descriptions. Prior to the meeting the AMWU provided feedback in writing that they believe the BCMI Award allows for tyre fitters to be employed under the mine worker level 2 classification. The AMWU advised that ability to progress as a Tyre fitter is not clear in the Award but that other industry agreements will have Tyre Fitters commencing on a level 2.</p> <p>The Company agreed to consider this further and to provide something in writing to the group to consider.</p>
Tool Allowance	<p>The AMWU put forward a claim that the Company should provide a tool allowance for employees who provide their own tools, namely at Saraji . The AMWU noted that employees want to see the dollar figure in the BOOT calculations to see where tooling allowance fits into their base salary currently.</p> <p>The Company provided the BOOT calculations to the bargaining group in the week prior to the meeting. The Company confirmed that the changes were to clarify the Company's position within the document so that the wording reflected what was negotiated. The Company also confirmed that this was not a change to current practice, as tooling is presently factored into employee's base salary.</p> <p>The Company confirmed its position that the tooling allowance is factored into the annual salary and committed to providing more information to employees through explanation material.</p>
Dynamic Rostering	<p>The AMWU provided feedback ahead of the meeting on concerns from employees in some circumstances about how their rosters were allocated and where there were subsequent changes to their Annual Leave.</p> <p>The Company confirmed these matters sit outside of the EA and would be investigated. The Company reiterated that the Dynamic Roster Guide is readily available to employees if they have any questions on processes that are to be followed.</p>
Night Shift Allowance	<p>The MEU sought clarification if the updates to night shift allowance were more or less beneficial to employees or if this is a neutral change.</p> <p>The Company confirmed that there is no change to the current</p>

	<p>process or how night shift allowance is processed and maintained, and so these updates are neutral.</p> <p>The Company clarified that when compared to the previous draft of the Agreement, the Night Shift Allowance is not payable for STI or matched super payments as an example. The Company reiterated that this change had nil impact when compared to current practice. The Company would ensure that all of the explanatory materials would be clear on what the change means for employees.</p>
7.4 Remuneration (contractual salary)	<p>The Company made clarifying amendments to clause 7.4.</p> <p>The MEU wanted clarification on what scenarios the Company has considered where the Higher Contractual Salary wouldn't occur.</p> <p>The Company confirmed that it is the Company's intention that employees with a higher contractual salary will continue to be paid at the higher rate..</p>
7.6 (a) Salary increases	<p>The MEU advised that they understood clause 7.6 (a) to mean that the locked in 4% increase would continue after the nominal expiry date of the Agreement and that the amendments to this clause did not align to that understanding.</p> <p>The Company confirmed that has never been the intention for the 4% increase to continue beyond the nominal expiry date of the Agreement, nor was that agreed to as part of bargaining.</p>
7.6 (d) change of salary	<p>The MEU and individual bargaining reps sought clarification on how remuneration would be calculated due to changes in roster/classification/hub for employees who are on higher contractual salaries than the minimum annual salaries in the Agreement.</p> <p>The Company confirmed that these employees would still be paid their higher contracted rate but committed to reviewing the wording and providing a formal response to the bargaining group after the meeting.</p>
Ballot Process	<p>The AMWU queried if it was the Company's intention to update any further documentation that's provided to employees on the proposed changes to the Agreement.</p> <p>The Company confirmed that it will be updating the proposed Agreement, all of the explanatory materials and the FAQs etc to reflect the changes and feedback we have received so employees can genuinely understand the changes that have been made to the Agreement and what it means for them.</p>
AMWU and MEU log of claims	<p>The AMWU and MEU both maintained their log of claims. The Company confirmed that its position remains unchanged on any of outstanding claims.</p>
Next steps	<p>1. BHP OS to provide formal response to the bargaining group on:</p> <ul style="list-style-type: none"> • Tyre Fitter Classification, • 7.6 (d) change of salary; and • proposed tooling allowance for Saraji.

Appendix 1 - Attendees

Attendance List OS Maintenance Agreement	
Bryce Seaton	Individual Bargaining Rep
Trevor Hawkins	Individual Bargaining Rep
Cassie Ward	Individual Bargaining Rep
Heath Timmins	MEU
Aidan Nash	MEU
Aaron Neary	AMWU
Craig Thomas	ETU
Tahnee Rettke	OS Manager Maintenance
Callum Baxter-Walters	BHP OS Employee Relations
Libby MacDonald	BHP OS Employee Relations
David Tuxworth	BHP OS Employee Relations