

# OS Maintenance Agreement & OS Production Agreement - Record of Meeting

**Date:** 9 September 2024

**Time:** Open: 1000 AEST / 0800 AWST. Close: Open: 1100 AEST / 0900 AWST

**Location:** WebEx

**Attendees:** See **Appendix 1**

Agenda	
<ol style="list-style-type: none"> <li>1. Welcome &amp; agenda.</li> <li>2. OS Production and OS Maintenance EA negotiations</li> <li>3. Claims raised by bargaining representatives regarding allowances and bonuses.</li> <li>4. Claim from MEU regarding workplace delegate rights.</li> <li>5. Continued discussion on proposals.</li> </ol>	
Summary	
<p><b>OS Production and OS Maintenance EA negotiations</b></p>	<p>In our last meeting for the Proposed OS Maintenance Enterprise Agreement, Mitch Hughes of the MEU requested to combine the negotiation meetings of the Proposed OS Maintenance and OS Production Enterprise Agreements as a more efficient use of time and resources (for all parties). There were no objections to this proposal from the other Unions or Bargaining Reps.</p> <p>We had a chance to confer with our colleagues on this request and can advise that we agree to hold a join EA negotiation meeting for the OS Proposed OS Maintenance and OS Production Enterprise Agreements subject to the following conditions:</p> <ul style="list-style-type: none"> <li>• Any agenda items, claims or proposals are clearly identified whether they apply to:               <ul style="list-style-type: none"> <li>○ the Proposed OS Maintenance Agreement or</li> <li>○ the Proposed OS Production Enterprise Agreement or</li> <li>○ both agreements.</li> </ul> </li> <li>• Any responses, agreement or concessions will clearly identify whether they apply to:               <ul style="list-style-type: none"> <li>○ the Proposed OS Maintenance Agreement or</li> <li>○ the Proposed OS Production Enterprise Agreement or</li> <li>○ both agreements.</li> </ul> </li> <li>• We are agreeing to bargain in relation to both Proposed Enterprise Agreements in the interest of the efficient use of the time of the Bargaining Representatives for by the employer and Unions/employees.</li> <li>• This change will have no impact on the scope or coverage of the Proposed Enterprise Agreements.</li> </ul>
<p><b>Claims and responses</b></p>	<p>See table below.</p>
<p><b>Next steps</b></p>	<ol style="list-style-type: none"> <li>1. OS ER to present proposals on dealing with OS Production Decision implications for wages/salary and above award guarantee to the OS Leadership team.</li> <li>2. Once the business has a decision, arrange next meetings with bargaining group.</li> <li>3. Next meeting tentatively scheduled for early October 2024.</li> <li>4. On request of MEU, OS ER to invite senior OS leader(s) to attend bargaining meetings.</li> </ol>

Raised by		Bargaining representative proposal or claim	Company's response
Cassie Ward	Local living & DIDO allowance.	<ul style="list-style-type: none"> <li>• Increase living local allowance to \$10,000 at the commencement of the agreement.</li> <li>• Increase DIDO allowance to \$7,000 at the commencement of the agreement.</li> <li>• If the company isn't willing to do this, then back pay the current agreed figure to when FIFO employees started receiving company funded flights.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider that \$8000 local living allowance and \$5000 DIDO allowance as announced by VP OS on 21 August 2024 are sufficient and in line with the market.</li> <li>• Allowances are incorporated into the EA as per negotiations.</li> <li>• Backdating the local and travel allowances to 1 July 2024. This means eligible residential and commute workers will receive their allowances and a lump sum payment in their pay on 24 October 2024.</li> <li>• <b>Company response in relation to both OS Production and OS Maintenance Enterprise Agreements.</b></li> </ul>
AMWU	Local living & DIDO	<ul style="list-style-type: none"> <li>• The representative did not agree with allowances being backdated to 1 July 2024.</li> <li>• Expressed concern that the Company promised back dating to August 2023 when previously going to ballot for OS Maintenance Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>• OS ER representatives committing to taking the feedback back to the Company to consider.</li> <li>• <b>Company response in relation to both OS Production and OS Maintenance Enterprise Agreements.</b></li> </ul>
Cassie Ward	Sign on bonus & retention bonus	<ul style="list-style-type: none"> <li>• Increase the sign on bonus to \$10,000</li> <li>• Introduce a \$3,000 to \$5,000 retention bonus to be paid on the 1st pay cycle following an employee's anniversary.</li> </ul>	<ul style="list-style-type: none"> <li>• We will review the sign on bonus when we are closer to putting the agreement to a ballot.</li> <li>• Confirmed that any retention or sign-on bonus will be considered in light of the agreements being a complete package and that the sign-on bonus is still on the table.</li> <li>• <b>Company response in relation to both OS Production and OS Maintenance Enterprise Agreements.</b></li> </ul>
MEU	Workplace delegates rights clause	Delegates rights clause as tabled by MEU on 11 April and re-circulated following meeting on 6 August.	<ul style="list-style-type: none"> <li>• MEU tabled a draft delegates rights clause for consideration which was circulated with the bargaining representatives following the previous meeting.</li> <li>• We have reviewed the draft clause from the MEU.</li> <li>• We consider that the clauses contained in the Mining Industry Award and the Black Coal Mining Industry Award as recently</li> </ul>

Raised by		Bargaining representative proposal or claim	Company's response
			<p>determined by the Fair Work Commission mark a significant increase in workplace delegates rights and consider that these clauses are sufficient.</p> <ul style="list-style-type: none"> <li>• It will be our intention to insert the clause directly from the Awards into the Agreement.</li> <li>• The parties have not agreed on the clause to go into the respective EAs.</li> <li>• <b>Company response in relation to both OS Production and OS Maintenance Enterprise Agreements.</b></li> </ul>
Michael Caskey	Length of Agreement	Due to the length of negotiations and the changed position from the company regarding the payment of allowances consider that a 3 year Enterprise Agreement may be reasonable instead of a 4 year Agreement.	<ul style="list-style-type: none"> <li>• Will take under consideration and present to the OS leadership team.</li> <li>• <b>Company response in relation to both OS Production and OS Maintenance Enterprise Agreements.</b></li> </ul>
AMWU	Above Award Guarantee & wages	The AMWU noted that in order for the Agreements to be able to be approved by the Fair Work Commission that the Above Award Guarantee of 5% should be removed and the Company should insider a wage rates table.	<ul style="list-style-type: none"> <li>• BHP ER has reviewed the decision of DP Slevin regarding the OS Production Agreement approval.</li> <li>• Consider that the AMWU's claim is one of the possible options.</li> <li>• We are advising the business of the options in order to comply with the decision of the Commission and will update the bargaining group as soon as possible with the Company's position.</li> <li>• <b>Company response in relation to both OS Production and OS Maintenance Enterprise Agreements.</b></li> </ul>

**Appendix 1 - Attendees**

<b>Attendance List</b>	
David Tuxworth	BHP Employee Relations
Libby MacDonald	BHP Employee Relations
Hannah Park	BHP Employee Relations
Cassie Ward	Individual Bargaining Rep
Craig Thomas	ETU
Mitch Hughes	MEU
Shane Roulstone	AWU
Joshua Thornton	AMWU
Michael Caskey	Individual Bargaining Rep
Gary Carozzi	AMWU
Brant Softley	ETU
Trevor Hawken	Individual Bargaining Rep