

# Operations Services Production Agreement

## Record of Meeting



**Date** 23 February 2021  
**Location** Videoconference via Webex  
**Attendees** See Appendix 1  
**Meeting Open:** 09:00am (AEST)  
**Meeting Close:** 10:49am (AEST)

### Agenda

1. Introductions & agenda
2. Reaffirm Operations Services' position and what is important to us
3. Updated positions since last meeting
4. Employee bargaining representatives present proposals
5. OS Responses to proposals
6. Logistics for next meeting

### Summary

<b>Introduction &amp; Agenda</b>	OS shared the agenda for the meeting.
<b>OS Position</b>	OS reconfirmed its position that the proposed Production Agreement is a simple, safety net agreement with a national scope. To ensure OS continues working well, all proposals will be considered through a lens of simplicity, maximising flexibility and choice for our employees, and enabling OS to remain cost competitive and continue to grow.
<b>Updated positions since last meeting</b>	<p>OS asked AWU to clarify its position in relation to agreement scope (See Appendix 4).</p> <p>The AWU stated an updated proposal: two separate agreements,</p> <ul style="list-style-type: none"><li>• one to cover coal production employees</li><li>• one to cover all other non-coal mining production employees</li></ul> <p>The AWU also stated that they support the CFMMEU (QLD) position for one agreement covering only Queensland-based coal production employees</p>
<b>Proposals presented by Employee Bargaining Representatives</b>	<p>Employee bargaining representatives were given an opportunity to outline their proposals (see Appendix 5).</p> <p>Employee bargaining representatives also raised a number of matters during the meeting and committed to providing proposals in writing, prior to the next bargaining meeting. These were in relation to inclement weather, flights, remuneration and uniforms.</p> <p>OS will provide a response to proposals at the next bargaining meeting.</p>
<b>OS responses to proposals</b>	<p>OS provided feedback (see appendix 6) on the proposals received from the Union bargaining representatives (see appendix 2,3 &amp; 4).</p> <p>The CFMMEU (QLD) made clear they continue to press their claims, with particular reference to seeking a QLD Coal specific agreement.</p>

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<b>Next Meeting</b>	The next meeting has been scheduled for 15 March 2021 via WebEx (videoconference).
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Actions		
Provide proposals in writing to OS	Employee Bargaining Representative/s	15 March 2021
Provide to OS in writing a request for information for specific policies and procedures they are seeking copies of	CFMMEU (QLD)	15 March 2021
Confirm meeting arrangements	OS	12 March 2021

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### Appendix 1

Attendance List	
Mitch Hughes	CFMMEU QLD
Jeff Drayton	CFMMEU NSW
Shane Roulstone	AWU
Aimee Cope	Specialist Employee Relations
Dean Scott	Manager Production
Alli Chauncy	Principal Employee Relations
Harriet Daniels	Employee bargaining representative
Danielle Annand	Employee bargaining representative
Timothy Petrie	Employee bargaining representative
Brodie Allen	Employee bargaining representative
Stephen Toomey	Employee bargaining representative
Drew Watson	Employee bargaining representative
Gavin Rowan	Employee bargaining representative
Rachel Fulwood	Employee bargaining representative
Cade Banks	Employee bargaining representative
Andrew Craker	Employee bargaining representative
Brad Smith	Employee bargaining representative
Shane Harwood	Employee bargaining representative

Appendix 2  
Proposals provided by CFMMEU (QLD) on 09 February 2021

## Operations Services Queensland Black Coal Production Agreement 2021

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CFMMEU Mining and Energy Division, Queensland District Log of Claims

Draft version: 9 February 2021

This draft constitutes the CFMMEU's preliminary log of claims. It is not our intention that the Agreement contain any prohibited content or matters that can't be dealt with in an enterprise agreement. If at any time the Company is concerned that there might be that kind of claim please raise it immediately and we will consider it and act in good faith.

The CFMMEU reserves the right to add additional claims throughout negotiations as requested by its membership or based on the outcomes of the negotiations.



# Operations Services Production Agreement

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### 1. Title, Coverage and Term

- 1.1. The Agreement will be known as the Operations Services Production Agreement ("**Agreement**") and will cover and apply to:
- a) OS MCAP Pty Ltd (ACN 626 224 655) ("**the Company**"); and
  - b) The employees employed by the Company who perform work covered by Schedule A of the Black Coal Mining Industry Award 2010 ("**BCMI Award**") and who are members or eligible to be members of any of the Unions and who are engaged by the Company to perform production work in the QLD Black Coal Industry, in the classifications prescribed by this Agreement ("**Employees**"); and
  - c) The Construction, Forestry, Maritime, Mining and Energy Union – Mining and Energy Division, provided it becomes covered by this Agreement pursuant to section 183 of the Fair Work Act 2009 (Cth).
- hereinafter described as "**the Parties**".
- 1.2. This Agreement (including any relevant Schedule) will form the complete agreement covering all terms and conditions of employment that apply to Employees. It overrides and replaces in its entirety the BCMI Award and all other awards or industrial instruments that may have otherwise applied.
- 1.3. The National Employment Standards ("**NES**") apply to all employees as a minimum standard. Where there is an inconsistency between this Agreement and the NES, the NES will apply to the extent of the inconsistency, except where this Agreement provides for a more beneficial outcome for employees than the NES.
- 1.4. This Agreement will commence seven days after the Agreement has been approved by the Fair Work Commission ("**FWC**"). The nominal expiry date of the Agreement will be 3 years after the date on which the FWC approves the Agreement. The Agreement will continue to operate past the nominal expiry date until the Agreement is terminated, or replaced.

### 2. Type of Employment

- 2.1. Employees may be engaged under this Agreement as Full Time Employees or Part Time Employees.

#### Full Time Employment

- 2.2. A full-time Employee is an Employee who has been engaged to work 35 ordinary hours per week, averaged over a roster cycle.

#### Part Time Employment

- 2.3. A Part Time employee is an employee who:
- a) works less than an average of 35 hours per week, averaged over their roster cycle;

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- b) has reasonably predictable hours of work; and
  - c) receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.
- 2.4. At the time of engagement the employer and the Part Time Employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 2.5. Any agreed variation to the regular pattern of work will be recorded in writing.
- 2.6. All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause **[10]** – Overtime.

### 3. Paid Suspension

- 3.1. In circumstances where an Employee's conduct may lead to disciplinary action, the Company may at its discretion suspend the Employee without loss of pay while the Company investigates the matter.
- 3.2. The appropriate period of any suspension will be determined by the Company, but such a decision will not limit the Company's right to terminate the Employee's employment if the circumstances warrant such termination of employment.
- 3.3. The Employee will be notified in writing by the Company of their suspension. The Company will update the Employee on the progress of the investigation on a regular basis which will be, at a minimum, weekly.
- 3.4. The Company will provide reasonable notice of any meetings the Employee is required to attend.
- 3.5. Where a meeting under this clause is to be held at the Mine, the Company will arrange return transportation for the Employee between their place of residence and the Mine to attend the meeting.
- 3.6. Employees will be entitled to a representative during any meeting.

### 4. Duties

- 4.1. Employees are required to undertake all duties as reasonably directed by the Company that are within their skill and competence in accordance with safe working practices.
- 4.2. The Company will not allocate tasks in a manner which promotes deskilling.



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- 4.3. Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company and will teach work skills to other Employees covered by this Agreement, as required.
- 4.4. Organisational requirements may require Employees to temporarily work away from the Employee's ordinary location. Where this occurs, all time reasonably spent outside rostered shifts in travelling between home and the temporary location will be paid as if at work, including bonus, for time spent travelling. Consultation and notice of a minimum of two weeks will be provided in these circumstances.
- 4.5. Where the notice required by clause 4.4 is not available then, by agreement, less notice may be given, and the Employee will be paid at overtime rates for all work from the time of change of shift until that notice period would have expired.
- 4.6. **[CLASSIFICATION STRUCTURE TBD]**
- 4.7. Trainees may be employed by the Company under this Agreement.
- 4.8. An Employee's classification under clause 4.6 does not limit the duties that an Employee may be required to perform in accordance with clause 4.3.

## 5. Training

- 5.1. The Company shall provide the relevant training and payment for the renewal of statutory licences for all Employees required to utilise such licenses in the course of their normal employment with the Company.
- 5.2. If an Employee has to travel for the purpose of attending a training course required for their role away from their normal place of work, the Company will provide:
  - a) transport to and from the training venue;
  - b) accommodation and meals if necessary;
  - c) payment or TOIL; and
  - d) payment or TOIL for travel time if the Employee is required to travel on an RDO.
- 5.3. Where the Company requests or offers an Employee to undertake training outside of the Employee's normal shift patterns, and the Employee agrees, payment to the Employee will be made in accordance with Overtime rates for the period of the training.
- 5.4. If training is conducted on a rostered shift, there shall be no loss of pay for that day even if the course is of a shorter duration and it is not reasonably practicable to return to duty.

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### 6. Wages

6.1. TBD

6.2. [annual increases]

### 7. Bonus

7.1. [tbd]

### 8. Superannuation

- 8.1. Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. Should an Employee elect not to choose their own complying superannuation fund, the default superannuation fund shall be used. The default Super Fund will be Mine Super.
- 8.2. The Company's contribution on behalf of Employees will be in accordance with the *Superannuation Guarantee (Administration) Act 1992*.
- 8.3. An Employee can request and the Company may agree that the Employee will forgo part of their Annual Salary otherwise payable under this Agreement and in lieu pay this amount into the Employee's nominated superannuation fund.

### 9. Hours of Work and Rosters

- 9.1. Rosters and hours of work will be based on an average of 35 ordinary hours per week, averaged over a roster cycle. Shifts will include an effective handover at the start and end of each shift.
- 9.2. An Employee shall not be rostered to work more than 12.5 hours in any one shift and will have a minimum break of 10 consecutive hours between shifts.
- 9.3. [start and finish time tbd] Employees will present themselves ready to start their rostered shift, at the prescribed start time and location.
- 9.4. The Company may require an Employee or Employees to change shift or their place on the roster. Where this occurs, the Employee must receive:
  - a) one week's notice of any change is given to the Employee, or four weeks' notice of any change where the Employee will be changing to a non-continuous shift roster; or
  - b) where less notice is given, the Employee will be paid at overtime rates for all work from the time of change of shift until that notice period would have expired..
- 9.5. The Company may only introduce a new roster following consultation, and with the agreement of the majority of affected employees.

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9.6. [Process TBD].

9.7. [Current rosters defined]

### 10. Overtime

10.1. Subject to the NES, the Company may require an Employee to work reasonable additional hours in addition to their rostered hours and be paid the applicable overtime rates.

10.2. In calculating overtime, except for call backs, each day is to be treated separately.

#### Length of rest period after working overtime

10.3. When overtime work is necessary it will be arranged where possible for Employees to have at least 10 consecutive hours off duty between the work of successive days.

#### Where the Employee does not get a 10 hour rest

10.4. The following conditions apply to an Employee who works so much overtime that the Employee has not had at least 10 consecutive hours off duty between the completion of work on one day and the commencement of work on the next day:

- a) the Employee will be released from duty after that overtime is finished until the Employee has had 10 consecutive hours off duty; and
- b) there will be no loss of pay for rostered hours of work time which occur during this absence.

10.5. The following conditions apply to an Employee who, on the instructions of the Company resumes or continues work without having had 10 consecutive hours off duty in accordance with 1 b) above.

- a) the Employee will be paid at overtime rates during rostered hours and after that until the Employee is released from duty;
- b) the Employee will then be entitled to be absent for 10 consecutive hours; and
- c) there will be no loss of pay for rostered hours of work time which occur during this absence.

#### Payment for call-back

10.6. An Employee who is recalled to work overtime after leaving the Mine (whether the Employee was notified before or after leaving the Mine) will be paid for at least four hours work at the appropriate rate for each time the Employee is recalled.



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- 10.7. Except where unforeseen circumstances arise, the Employee will not be required to work the full four hours if the job to be performed is completed within a shorter period.
- 10.8. The provisions of this clause do not apply in the following cases:
- a) where it is customary for an Employee to return to the Mine to perform a specific job outside the Employee's ordinary working hours; or
  - b) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.

Call-back less than four hours

- 10.9. Overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of a rest period as set down in clause "Rest period after working overtime" if the actual time worked is less than four hours on any recall or on each of any recalls.

Meal breaks during non-rostered overtime

- 10.10. If an Employee is required to work more than one and a half hours past their rostered shift (exclusive of crib time) then the Employee will, unless agreed otherwise, before starting this overtime be allowed at least 30 minutes for a meal without deduction of pay.
- 10.11. Employees will also, unless notified the previous day of the requirement to work overtime, be paid a meal allowance of \$15.
- 10.12. After each four hours of overtime worked after a crib break the Employee will have a further crib break and be paid a meal allowance of \$15.
- 10.13. Where the overtime worked is not continuous with an Employee's rostered hours, the Employee is entitled to a meal break of 30 minutes without deduction from pay after each five hours worked.

Overtime rates

- 10.14. Any un-rostered overtime worked by Full Time or Part Time Employees will be paid at double time for each hour of un-rostered overtime. The hourly rate for the purpose of calculating the un-rostered overtime rate will be calculated by dividing the [salary/ wages/ calculation to be discussed] that is payable to the Employee by the number of rostered hours per annum for the Employee's roster.

### **11. Crib breaks**

- 11.1. An employee is entitled to a meal break of 30 minutes without deduction from pay for each five hours worked during rostered hours. This period will be counted as time worked
- 11.2. Subject to clause 11.3, an employee will not be required to work for more than five hours without a meal break.



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- 11.3. Where the employer and employee agree that the employee will work for more than five hours without a break, then the employee will be paid for any work beyond five hours at the applicable overtime rates until a meal break is taken.
- 11.4. Where a meal break is taken it is to be taken at a place as close as possible to where the work is being performed, nominated by the Company, subject to the provision of suitable amenities. Time taken to travel to or from the place designated for a meal break will be counted as time worked, but will not be counted as part of the meal break.

### 12. Annual Leave

- 12.1. Employees will be entitled to annual leave at the rate of five weeks per year of continuous service. An employee will be credited annual leave at the end of each pay period.
- 12.2. An Employee working:
- a) a seven day roster; or
  - b) a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays;
- is a Shiftworker for the purpose of the NES and is entitled to annual leave at the rate of six weeks per year of continuous service. For other rosters, applicable annual leave accrual will be notified to the affected employees.
- 12.3. Annual leave may be taken at any time provided that reasonable notice (but a minimum of 14 days, except in extenuating circumstances) is given by the employee.
- 12.4. Annual leave is paid as if the employee was at work, including bonus. An employee's accrual and deduction of leave entitlements is based on the ordinary hour component of the employee's shift.
- 12.5. Approved leave without pay in accordance with this provision will not break an employee's continuity of service.
- 12.6. On termination, employees will be paid the amount that they would have otherwise been paid as if at work, including bonus, for any untaken annual leave.

### 13. Personal/ Carer's Leave

- 13.1. Employees will be entitled to 10 days of paid personal/ carer's leave on commencing employment and on each anniversary of commencement. Any personal leave which is not taken by an employee must accumulate without limitation.

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- 13.2. Paid personal/ carer's leave is available to an employee when he or she is absent due to:
- a) personal illness or personal injury affecting the employee ("personal leave"); or
  - b) for the purposes of providing care and support to a member of the employee's immediate family or household because of a personal illness or injury ("carer's leave").
- 13.3. Employees will be paid as if they were at work, including bonus, while on personal/ carer's leave.
- 13.4. An additional day of paid leave will be granted for the purposes of travel where an employee is required to travel in excess of 400kms to their place of residence for the purpose of the carer's leave.
- 13.5. In the event an employee has exhausted their personal/ carer's leave entitlement the employee may take unpaid leave as required on each permissible occasion.
- 13.6. On termination of employment for any reason, employees will be paid the rate they would have otherwise received if they were at work, including bonus, for any untaken personal / carer's leave accruals.

#### **14. Long Service Leave**

- 14.1. Conditions relating to long service leave ("LSL") are governed by Federal Legislation as amended from time to time.
- 14.2. An Employee is to be paid for their LSL as if they were at work, including Bonus, in accordance with their normal pay period at the time the leave is to be taken.
- 14.3. LSL may only be taken in a single continuous period of at least 14 days. LSL may be taken at any time provided that:
- a) Reasonable notice is given by the Employee; and
  - b) The operations of the Mine will not be affected by the granting of leave at that time.
- 14.4. Where an employee who qualifies for long service leave applies to take such leave in multiple applications in combination with a period or periods of rostered days off for a single continuous period, they will only receive payment for the long service leave component (for which the company is reimbursed from the Long Service Leave Fund) of the single continuous period. For the purpose of clarity, and having regard to the purpose/objective of this provision, if the single continuous period also includes periods of annual leave (in addition to rostered days off), the employee will also receive payment for the annual leave component of the single continuous period.



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### **15. Compassionate Leave**

- 15.1. Employees will be entitled to compassionate leave in accordance with the Act.
- 15.2. An additional day of paid leave will be granted for the purposes of travel where an employee is required to travel in excess of 400kms from their place of residence for the purpose of the compassionate leave.
- 15.3. Employees will be paid as if they were at work, including bonus, while on Compassionate Leave.

### **16. Parental Leave**

- 16.1. [Current policy provision to be substance of Agreement clause]

### **17. Community Service Leave**

- 17.1. Community service leave shall apply in accordance with the NES.
- 17.2. Employees unable to attend work as a result of a requirement to attend for jury duty will be paid on a no loss of earnings basis for the period of Jury Service and will refund to the company any amount they receive for attending jury duty.
- 17.3. Employees who are required to attend to emergencies as part of voluntary work performed for an organisation dealing with an emergency management situation or a natural disaster, during the course of their work or at times when they would usually be at work, shall be paid as if they were at work, including bonus. This clause applies to employees who may be called out for emergencies involving the State Emergency Service, fire brigade, ambulance etc.
- 17.4. Military Leave may be granted to Employees who are members of the Armed Services Reserve to enable the Employee to meet regular annual training commitments. The maximum paid leave permitted will be 10 consecutive working days each year. Applications shall be made through the Employee's Superintendent who will make a recommendation to the Human Resources Manager based upon operational requirements. Applications for such leave shall be submitted at least four weeks prior to commencement of such leave.
- 17.5. Normal weekend or other Reserve commitments will be in the Employee's own time. Where an Employee is rostered to work on a weekend or other day/s, which coincide with a Reserve commitment, the Employee may be granted leave without pay or permitted to swap a shift or shifts at the discretion of the Department Manager or their nominated representative.
- 17.6. Employees who are granted paid leave will be paid on a no loss of earnings basis (any Military Leave pay will be reimbursed to the Company or the Company will pay the difference between Base Salary and Military Leave Pay.)
- 17.7. Councillors will be allowed up to two shifts per month to attend Council meetings and will be entitled to be paid on a no loss of earnings basis (Council fees will be

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reimbursed to the Company or the Company will pay the difference between no loss of earnings and Council fees). Any leave beyond the two shifts per month must be approved in advance by the Department Manager or their nominated representative.

### **18. Public Holidays**

18.1. The following days shall be recognised as public holidays:

- a) New Years Day
- b) Labour Day
- c) Australia Day
- d) Queen's Birthday
- e) Good Friday
- f) Easter Monday
- g) Christmas Eve from 6pm
- h) Christmas Day
- i) Anzac Day
- j) Boxing Day
- k) Easter Saturday (for employees rostered to work ordinary hours on that day)
- l) Easter Sunday
- m) any additional day observed by the local community and gazetted at the place of work as a holiday
- n) any day gazetted in addition or in lieu of one of these holidays by State or Federal government

18.2. Public holidays shall be a period of 24 hours and unless otherwise agreed, and shall commence from the start of night shift on the day preceding the holiday.

18.3. Given the nature of the company's business and its operational and rostering requirements, employees acknowledge that the company may request that they work on public holidays, but only if the request is reasonable in accordance with the NES. This shall apply on all public holidays except for Christmas and Boxing Day (25 and 26 December), which shall be non-working days.



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- 18.4. The Company may call for volunteers to work on Christmas and Boxing Day (25 December and 26 December) and, while they are designated non-working days, an employee may, at their complete discretion, volunteer to work these days.
- 18.5. [Travel obligations for mid-swing days off to be discussed]
- 18.6. An employee who works on a public holiday is to be paid double time for work performed during ordinary hours, in addition to the payment prescribed.
- 18.7. Work performed in excess of ordinary hours on a public holiday is to be paid at the rate of treble time.

### **19. Redundancy**

- 19.1. When the Company is considering redundancies, the Company will take all necessary steps to avert the need for redundancies and minimise the effects on employees. The Company will consult with the employees affected in accordance with the consultation clause in this Agreement. The company will first:
- a) Reduce the number of labour hire employees and contractor employees across the operation where the work performed by labour hire employees and contractor employees is not considered to be specialist work and employees covered by this agreement have the necessary skills to perform the work.
  - b) After the company have reduced the number of labour hire employees and contractor employees, and there is still a surplus of employees, the company will offer voluntary redundancies at the rate specified in this Agreement. The Company will have regard to its requirement to retain an appropriate mix of skills and competencies and accordingly, not all applicants will necessarily be accepted for voluntary redundancy.
- 19.2. Where a surplus of employees still exists, that cannot be addressed through natural attrition, the company will determine the number of employees to be made redundant and the spread of skills required for the efficient and effective operations. The surplus will be addressed by:
- a) Redeployment of any employees who have the appropriate skills and competencies or who can be retrained within a reasonable period of time, to another task within the operation; and
  - b) Transfer of employees who have the appropriate skills and competencies, or who can be retrained within a reasonable period of time, to another operation. The Company will pay for relocation expenses if required.
- 19.3. After all the above steps have been taken the company may implement forced redundancies. To ensure that the Company can continue to operate in the most productive and efficient manner all employees from within the work area where a surplus exists will be interviewed to determine the employees to be retained or retrenched. The selection method for forced redundancies will take into consideration the following:

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- a) necessary skills mix required by the business;
- b) individual skills and proficiency in them;
- c) employment record/ service;
- d) cases where unsatisfactory performance has been identified and is being managed;

#### Severance payment

- 19.4. Except where clause 21.3 applies, when terminations of employment occur due to redundancy the Employees terminated are entitled to severance pay equal to three weeks' pay (at the rate that the Employee would have received if at work, including bonus) for each completed year of service .
- 19.5. Regardless of length of employment, the minimum payment due to Employees under clause 21.2(a) is four weeks' pay.

#### **20. Accident Pay**

- 20.1. An Employee in receipt of weekly payments under the provisions of the *Workers' Compensation and Rehabilitation Act 2003 (Qld)* will be entitled to receive accident pay from the Company subject to the following conditions and limitations:

#### Payment to be made during incapacity

- 20.2. The Company shall pay, or cause to be paid accident pay during the incapacity of the Employee, within the meaning of the said Act:
- a) Until such incapacity ceases; or
  - b) Until the expiration of a period of 78 weeks from the date of injury,
- 20.3. whichever event shall first occur, even if the Company terminates the Employee's employment within the period.

#### Meaning of Accident Pay

- 20.4. For the purposes of this clause, "accident pay" means:
- a) For the initial period of 39 weeks from the date of injury, a weekly payment representing the Employee's [TBD] plus Bonus.
  - b) For a further period of 39 weeks, a weekly payment representing 80% of the Employee's [TBD] plus Bonus or the Employee's 35 hour rate at the ordinary time rate expressed in the Employee's mine Schedule plus Bonus (whichever is the greater), provided the Employee participates in a company approved rehabilitation plan under the *Workers' Compensation and Rehabilitation Act 2003 (Qld)*.



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- c) Where an Employee fails to undertake rehabilitation after the initial 39 week period, the Employee will be paid a weekly payment representing the Employee's 35 hour rate at the ordinary time rate expressed in this Agreement.

#### Pro-rata payments

- 20.5. In respect of incapacity for part of a week the amount payable to the Employee as accident pay shall be a direct pro rata.

#### When not entitled to payment

- 20.6. An Employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave or for any paid public holiday.

#### Redemptions

- 20.7. In the event that an Employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.

#### Damages independent of the Acts

- 20.8. Where the Employee recovers damages from the Company or from a third party in respect of the said injury independently of the said Acts, such Employee shall be liable to repay to the Company the amount of accident pay which the Company has paid under this clause and the Employee shall not be entitled to any further accident pay thereafter.

#### Calculation of period

- 20.9. The 78 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the 78 week limitation.

#### Occupational Health & Safety and Workers' Compensation

- 20.10. The Company is currently bound by the Coal Mining Safety and Health Act 1999 (Qld) and the Workers' Compensation and Rehabilitation Act 2003 (Qld). During the life of this Agreement, the Company commits that it will not seek to remove itself from the jurisdiction of those two Acts.

### **21. Stand down**

- 21.1. The Company may stand down an Employee for part or all of a shift in the following circumstances:

- a) Refusal of duty; or
- b) Neglect of duty; or

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- c) Misconduct; or
  - d) if the Employee cannot be usefully employed in the Employee's usual classification because of industrial action.
- 21.2. In addition to the circumstances outlined above, the Company may stand down an Employee during any period in which the Employee cannot usefully be employed because of one of the following circumstances:
- a) a break down of machinery or equipment that has lasted for more than four consecutive working days, if the Company cannot reasonably be held responsible for the break down; or
  - b) a stoppage of work for any cause that has lasted for more than fourteen consecutive working days for which the Company cannot reasonably be held responsible.
- 21.3. The Company will take all reasonable steps to minimise the need for standing down Employees under any of these circumstances, including where practical, carrying out training.
- 21.4. Employees who have been stood down under the circumstances outlined in this clause may request to take outstanding leave entitlements. If the Employee does not request to take outstanding leave entitlements or does not have adequate accrued entitlements, they may be stood down without payment.
- 21.5. Any Employee stood down under this clause will continue to have their service recognised for the purposes of "continuous service".

## 22. Consultation

Model clause

## 23. Dispute Resolution Procedure

- 23.1. When a matter arises, it shall in the first instance be discussed between the employee and the immediate supervisor involved.
- 23.2. If, following the discussion referred to at 23.1, the matter remains unresolved it shall be referred for discussion between a representative of the employee's choice (**Representative**) and the relevant department manager. That discussion must take place within a week of it being raised with the relevant department manager, unless otherwise agreed.
- 23.3. If, following the discussion referred to at clause 23.2, the matter remains unresolved, it shall be referred for discussion between a senior officer of the Company and the employee and/ or representative. That discussion must take place within a week of it being raised with the senior officer, unless otherwise agreed.



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- 23.4. Where the matter remains unresolved, the Company or employee or employee representative, may refer the matter to FWC or, by agreement of both parties, an agreed private arbitrator or mediator to conciliate on the matter. Where conciliation has been exhausted and the dispute remains unresolved, the FWC or, by agreement, an agreed private arbitrator, may arbitrate the matter.
- 23.5. By agreement, the Company, the employee and the employee's representative may bypass any of these steps in the interests of speedy resolution of the issue. An exception to this is where a matter affects the majority of Employees across a crew, a department or the workforce. In those circumstances, the matter can be raised at, in the case of the crew or department, the department manager level as set out at clause 23.2, or, in the case of the workforce, the senior officer level as set out at clause 23.3, effectively bypassing the earlier steps without consent.
- 23.6. During any conciliation or arbitration proceedings before FWC under this clause, either party may choose to be represented by a legal practitioner.
- 23.7. If FWC issues a decision in writing under this clause, the decision and reasons for the decision will be provided in writing to the parties. Where FWC issues a decision in writing under this clause, it shall be binding on the parties and other persons bound by this Agreement in accordance with its terms.
- 23.8. The Company will pay on a "without loss of pay" basis (i.e., as if the Employee had attended work in accordance with their roster) for up to two Employees attendance at proceedings (other than directions hearings) together with reasonable travel and accommodation costs and reasonable cost of meals, not including alcohol, provided that the two Employees are nominated at the time that the application to FWC is made. Where a nominated Employee is unable to attend due to exceptional circumstances (eg personal sickness), a substitute Employee will be allowed to attend where:
- a) more than 48 hours notice is provided to the Company; and
  - b) the substitute Employee has previously been involved in the matter.
- 23.9. Necessary witnesses who are employees of the Company may also attend any matters being arbitrated by the FWC in accordance with these arrangements where their attendance is required.
- 23.10. The payment of reasonable travel and accommodation costs by the Company in respect of Employees and witnesses who are required to attend the arbitration will be subject to:
- a) those Employees and witnesses travelling on flights which minimize their time spent away from work and the impact on operations; and
  - b) any fatigue management and fitness for work requirements applying to the Employees and witnesses.

#### **24. Individual Flexibility Term**

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*Note: prior to entering an IFA, the relevant supervisor/manager must check that the proposed IFA arrangements meet payroll requirements.*

- 24.1. Subject to operational requirements, the Company and any Employee may agree to make an individual flexibility arrangement to vary the effect of a term of this Agreement provided that the arrangement is genuinely agreed to by the Company and the Employee. Such arrangements may include and are limited to:
- a) Cashing out of annual leave, provided that:
    - (i) The request is approved by the relevant General Manager on the basis of genuine hardship; and
    - (ii) The Employee must be paid at least the full amount that would have been payable to the Employee had he or she taken the leave that he or she has foregone;
  - b) Parental leave arrangements;
  - c) Flexible arrangements that facilitate workforce diversity (eg hours of work, rosters, start and finish times and places);
  - d) Job sharing arrangements;
  - e) Taking annual leave over longer periods than an Employee's accrued entitlement utilising a combination of annual leave and leave without pay;
- 24.2. The individual flexibility arrangement must:
- a) be in writing;
  - b) include the name of the Company and the Employee;
  - c) meet payroll requirements;
  - d) be signed by the Company and the Employee and, if the Employee is under 18 years of age, by a parent or guardian of the Employee;
  - e) include details of the terms of this Agreement that will be varied by the arrangement and how they will be varied.
- 24.3. The Company must ensure that the terms of any individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Act;
  - b) are not unlawful terms under section 194 of the Act;
  - c) result in the Employee being better off overall than he or she would be if no arrangement was made;



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- d) do not result in the Employee being provided with any payment or benefit that is inconsistent with the National Employment Standards under the Act.
- 24.4. The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it has been agreed.
- 24.5. The Company or the Employee may terminate the individual flexibility arrangement:
  - a) by giving 28 days written notice to the other party to the individual flexibility agreement; or
  - b) if the Company and the Employee agree in writing – at any time.

### **25. Transport and Accommodation**

- 25.1. Employees can elect to reside in non-local areas and commute in accordance with this clause or to reside in the local community.

#### Transport

- 25.2. For employees who commute, the company will provide transport outside working hours in line with the nominated commute work patterns:
  - a) from nominated location(s) which are to include, at a minimum, Brisbane and Cairns to the village (and from the village to nominated location(s));
  - b) [process for adding more locations and/ or changing locations tbd] and
  - c) from the village to the mine (and from the mine to the village) during the roster period.
- 25.3. For employees who reside in the local community, the company will provide transport outside working hours during the roster period from the village to the mine (and from the mine to the village).
- 25.4. Employees are required to arrive at the nominated time(s) and location(s) (determined by the company) to access the company-supplied transport.
- 25.5. If an employee fails to arrive at the nominated time and location to access the company-supplied transport and as a consequence is unable to travel on the transport provided, the employee shall immediately notify their supervisor. The company may make alternative transport arrangements available to the employee. If alternative transport arrangements are made available by the company the employee must comply with those arrangements.
- 25.6. An employee will not be paid for any shifts or hours missed as a result of the employee's failure to arrive at the nominated time and location. However, in circumstances where it is demonstrated to the company's satisfaction that failure to arrive at the nominated time and location was not within the

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reasonable control of the employee, the company may exercise its discretion to pay the employee for any shifts or hours missed.

- 25.7. Failure to access the company-supplied transport at the nominated time and location may result in disciplinary action against the employee, unless the employee demonstrates to the company's satisfaction that this failure was not reasonably within the control of the employee. In circumstances determined by the company, employees may request and be granted paid leave for the shifts missed (provided that the employee has adequate leave accruals).
- 25.8. If an employee is required by their supervisor to work extended hours and finishes work when the company-supplied transport is unavailable, the company will arrange transport for the employee.
- 25.9. An employee receives no payment for travel under this clause.

#### Accommodation

- 25.10. Non-share village accommodation including three meals per day will be supplied by the company for the employee's roster period at no cost to employees. This accommodation may be provided on a check in / check out basis for Employees who choose to commute.
- 25.11. Employees who reside in the local community will be paid an allowance of [to be discussed], per week.

#### **26. Inclement Weather**

##### Wet Weather Conditions - During Current Working Shift

- 26.1. Where the Company determines that normal work cannot be performed when wet weather occurs whilst Employees are working on site Employees will perform alternate duties as required or undertake training sessions as directed by the Supervisor.
- 26.2. If alternate duties or training is not available then the following options will be applicable:
- a) Employees can remain on site or alternative nominated venue and receive payment for the full shift as the normal rostered shift. These Employees will be held in readiness for work.
  - b) Subject to approval, Employees can choose to apply for annual leave or unpaid leave for the duration of the work restrictions. In this instance Employees will be paid a minimum of four (4) hours or the actual hours worked prior to leaving site.
- 26.3. The above arrangements will also apply to Employee's isolated in camp, or the local community for the duration of their roster.



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- 26.4. Employees who are isolated on site and are unable to return to the camp or local community for any hours exceeding normal rostered shift length will be paid at the applicable overtime rate.

Wet Weather Conditions - Unable to Travel to Camp (from place of residence) and return

- 26.5. It is the Employee's responsibility to monitor road conditions and access, and flight statuses when travelling their normal route to camp from their usual place of residence. Employees are not expected to travel an alternate route in these circumstances. Updates on these situations can be sourced from relevant authorities such as Local Police, RACQ, relevant airline, Bureau of Meteorology and radio broadcasts. Employees must notify their supervisor and advise details of the circumstances.
- 26.6. In situations where Employees are unable to travel to camp via their normal route for any reason the following procedure will apply:
- a) Employees will be paid for the normal shift length aggregated rate for the first two days they are unable to attend work and will be required to provide evidence from an authorised authority to support payment for their claim. If Employees are unable to access any of the above mentioned authorised authorities, the Employee can obtain a written statement from an authorised person such as Police Officer or Justice of the Peace.
  - b) Employees will be required to take annual leave or leave without pay for each day they are unable to attend work thereafter
  - c) Company direction on these matters will be administered from a senior management representative.
- 26.7. Commute Employees unable to return to their residence from site due to weather will be provided with accommodation in the local community.

Wet Weather Conditions - Shutdown of Operations by Client

- 26.8. When the client considers it necessary to shut down operations, the following will apply:
- a) Employees will be held in readiness for work.
  - b) Employees will be paid as if at work, including bonus, for each day they are unable to attend work.
  - c) Employees who choose not to be in readiness for work may take annual leave or leave
  - d) without pay.

Natural Disaster Procedure

- 26.9. The parties also recognise that the region where Employees reside and work can be subject to natural disasters.

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- 26.10. The Company will monitor the development of the natural disaster, as advised by the relevant authorities and/or media, in the work area and provide regular updates to those personnel on shift. Where it becomes evident that the nature of the natural disaster may be of a destructive intensity, the Company will advise personnel accordingly.
- 26.11. Where the Company is made aware that an Employee's immediate family and/or property may be affected by the activities of a natural disaster, that Employee will be permitted to leave the workplace in a timely manner. When Employees are using Company transport they will be provided with transport.
- 26.12. The same processes and payments as outlined in the "Wet Weather Conditions - Unable to Travel to Camp (from place of residence) and return" provisions of this Agreement will apply.
- 26.13. Where the threat of the natural disaster has receded (as advised by the relevant authorities) Employees who have left the workplace are expected to return to duty as soon as possible.

### **27. Work Clothing**

- 27.1. On commencement of employment, an Employee is entitled to an initial work clothing allocation as follows:
- a) Five shirts and five pairs of trousers;
  - b) One pair of safety boots;
  - c) One winter style jacket and one lighter style jacket (Jackets); and
  - d) Prescription safety glasses as required (including spare glasses).
- 27.2. Items listed in this clause will be replaced on a fair wear and tear basis. However, Employees will be entitled to an additional six items of industrial outer clothing (ie shirts, trousers and Jackets) on an annual basis at no cost to the Employee. In this clause, "annual basis" means one year from the anniversary of an Employee's commencement date with the Company.
- 27.3. Where in the course of work an Employee's work clothing or tools are damaged, destroyed or lost the Company will replace them at no cost to the Employee.

### **28. Medicals**

- 28.1. Upon notification by the Company, Employees will be required to undertake a statutory health assessment in accordance with sections 46 and 47 of the Coal Mining Safety and Health Regulations 2001 (Qld).
- 28.2. Where practicable, statutory health assessments will take place during rostered working hours. Where this is not practicable, a payment equivalent to one hour



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overtime will be made to an Employee who participates in a statutory health assessment on a rostered day off. Where an x-ray is required, an extra payment equivalent to 30 minutes overtime will be paid. Notwithstanding this payment (or payments), an Employee's attendance at a health assessment is not considered time worked.

- 28.3. Where the Company has provided reasonable prior notification to the Employee and their statutory health assessment expires, the Employee will not be able to access the Mine site and will not be paid until the next rostered shift worked after an updated statutory health assessment form has been received by the Company.
- 28.4. The Company will ensure that all necessary costs are met prior to an Employee attending a Statutory Health Assessment.

### **29. Representatives**

- 29.1. An Employee may nominate a representative of their choice to represent them in relation to matters arising under this Agreement or in the course of their employment. That representative may change from time to time.
- 29.2. Where the Company calls a meeting requiring the attendance of a particular Employee, the Company will advise the Employee of the purpose of the meeting to allow the Employee to nominate a representative. The Company will consult the Employee and their representative as early as possible to attempt to identify a mutually convenient time. The Representative will then make every reasonable effort to attend the meeting.

## Appendix 3 Proposals provided by CFMEU (NSW) on 09th February 2021



67A Aberdare Road, Aberdare NSW 2325 Australia

PO Box 364 Cessnock NSW 2325 Australia

T: 1300 712 791

T: 02 4990 7600

F: 02 4991 1595

E: [union@cfmeunsw.org.au](mailto:union@cfmeunsw.org.au)

W: [www.cfmeunsw.org.au](http://www.cfmeunsw.org.au)

ABN: 80 814 987 748

President: Peter Jordan

Secretary: Shane Thompson

The CFMEU proposes to include the claims below as the basis to form an Enterprise Agreement to cover OS employees only working at the Mt Arthur Coal Mine.

If there are any claims the Union has made that the Company believes are not permitted, we request that these concerns be brought to our attention.

The CFMEU reserves the right to add additional claims based on the outcomes of the negotiations.

## Log of Claims

1. Wage increases dependent on the outcome of negotiations. Wage increases to apply to total package .
2. If redundancies occur forced redeployment to apply only within the Hunter Valley coalfields. All other redeployment to be by agreement.
3. Fixed rosters table to be included in the document . Change of roster to be by agreement with the majority of employees. (Rosters to suit residential roles only)
4. Christmas Day and Boxing Day to be non-rostered shifts
5. A training clause which enables employees to access training on different pieces of equipment
6. A crib clause indicating windows available to the company to send employees to each crib. (Clause to align with site fatigue management policy)
7. Accident Pay clause indicating 78 weeks payment at the rostered rate that applies to the employee
8. Site bonus scheme to apply dependant on production only.(Current site bonus scheme to apply)
9. All leave entitlements to be paid as current as if at work rostered rate.



# Operations Services Production Agreement

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**BHP**



67A Aberdare Road, Aberdare NSW 2325 Australia

PO Box 364 Cessnock NSW 2325 Australia

T: 1300 712 791

T: 02 4990 7600

F: 02 4991 1595

E: [union@cfmeunsw.org.au](mailto:union@cfmeunsw.org.au) W: [www.cfmeunsw.org.au](http://www.cfmeunsw.org.au)

ABN: 80 814 987 748

President: Peter Jordan

Secretary: Shane Thompson

10. Separate non-rostered overtime rate to apply
11. Company to pay for all work related medical expenses
12. An ability to arbitrate disputes contained within the Grievance Procedure.

## Appendix 4 Amended proposals provided by AWU on 11<sup>th</sup> February 2021

### NATIONAL OFFICE

Level 1, 16-20 Good Street, Granville NSW 2142  
T: 02 8005 3333 E: members@nat.awu.net.au W: www.awu.net.au  
Daniel Walton National and NSW Secretary



ABN 28 853 022 982

## BHP OS AGREEMENTS - AWU LOG OF CLAIMS

The below is not an exhaustive list of claims and may be amended based on further feedback from members. Below are general points that make up the AWUs preliminary log of claims. It is not our intention that the proposed Agreement contain any prohibited content or matters that can't be dealt with in an enterprise agreement

### SCOPE

1. The scope of the agreements be separated to be have
  - Coal as separate production and maintenance agreements.
  - Metalliferous and other non-coal mining production and maintenance agreements.

### COVERAGE

2. Covers OS non coal employees in engaged in maintenance or production, whichever is relevant.
3. Covers relevant unions

### AGREEMENT LENGTH

4. Maximum three-year term
5. Requirement to commence bargaining 6 months before nominal expiry

### EMPLOYMENT TYPES

6. Categories:
  - a. FT – 35 ordinary hours per week
  - b. PT – proportional benefits and pay based on 35 ordinary hours per week
  - c. Temporary – fixed term or specified task, no longer than 12 months.

### DUTIES AND TRAINING

Not supportive of current proposed clause needs revising.

7. Training requirements limited to training of other OS employees

### HOURS OF WORK AND ROSTERS

Not supportive of current proposed clause needs revising.

8. Rosters based on 35 ordinary hours per week, avg of roster cycle.
9. 12.5-hour maximum rostered hours.
10. For residential employee's work is considered to have commenced at arrival at the workplace (passing onto the mine site) and considered finished on departure from the workplace (passing off the mine site/gate).
11. For FIFO employee's work is considered to have commenced at arrival at the workplace (passing onto the mine site) and considered finished on departure from the workplace (passing off the mine site / gate).
12. For FIFO employee's travelling from home to work on the first day of a work cycle, work is considered to have commenced for the employee on boarding the aircraft for that day.
13. For FIFO employee's travelling from work to home on the last day of a work cycle, work is considered to have ceased for paid purposes when the employee has boarded the departing aircraft.
14. 10 consecutive hours break between shifts as minimum.
15. Change of shift only with one week's notice or by mutual agreement.
16. New rosters introduced only by agreement

17. Start and finish places by agreement

### MEAL BREAKS

18. Entitlement to 30-minute crib break every five hours worked.
19. No employee will be required to work more than five hours without a break for crib.
20. All breaks to be counted as time worked.

### PUBLIC HOLIDAYS

Not supportive of current proposed clause needs revising.

21. Employees have an entitlement to all gazetted PHs off without loss of pay
22. Company may make reasonable requests for employees to work PHs.
23. 25 and 26 December are nonworking days, however employees may volunteer to work. All time worked on these two days are paid at double time.
24. All time worked on a PH to be paid at double time
25. Where an employee is rostered off, employee to be paid at base rate for the PH.

### ANNUAL LEAVE

26. 6 weeks for seven-day roster workers
27. 5 weeks for other workers
28. Annual leave to be paid at total salary, both when taken and at end of employment for any untaken annual leave.

### PERSONAL / CARERS LEAVE

Not supportive of current proposed clause needs revising.

29. Entitlement to 15 days at commencement of employment and annually, on each anniversary of commencement
30. Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household.
31. Payment made at total salary rate.
32. Notice requirements to be reasonable.
33. Availability of unpaid personal leave – two days per each occasion
34. Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for personal leave.

### LONG SERVICE LEAVE

35. In accordance with state and territory LSL acts or eligible at 7 years whichever is better for the employee.
36. Payments made at employees total salary rate

### COMPASSIONATE LEAVE

Not supportive of current proposed clause needs revising.

37. In accordance with the NES, plus
38. Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for compassionate leave.
39. Total salary to be paid while on compassionate leave

### COMMUNITY SERVICE LEAVE

Not supportive of current proposed clause needs revising.

40. In accordance with NES, plus:
41. Employees to be paid at total salary for period of jury service, and to refund to company any amount paid for attending jury duty
42. Employees attending emergencies for SES, fire brigade, ambulance etc. when would otherwise be working to be paid on a no loss of earning basis.



### SUSPENSIONS

- 43. Any suspension to be without loss of pay during investigation.
- 44. Entitlement to representative during all related meetings.

### STAND DOWN

- 45. Limited to machinery break down or stoppage for any cause of 10+ consecutive days.
- 46. Company to minimize any requirement for stand down through providing training.
- 47. Employees can take any outstanding leave entitlements or LWOP.
- 48. Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment.

### SUPERANNUATION

Default funds to be traditional industry funds such as Australian and Mine Super

### DISPUTE RESOLUTION PROCESS

Not supportive of current proposed clause needs revising.

- 49. Deals with all matters relating to employment, even if not dealt with in agreement
- 50. Status quo until dispute resolved
- 51. Right to representation at all levels
- 52. Matters to be dealt with at appropriate levels
- 53. Conciliation and Arbitration available at FWC (or other arbitrator/mediator/ conciliator by agreement)
- 54. FWC decision binding on parties and those bound by Agreement
- 55. Company to pay employees on a "without loss of pay" basis to attend all proceedings (other than directions hearings), incl travel and accommodation and meals.

### REDUNDANCIES

Not supportive of current proposed clause needs revising.

- 56. Provision for voluntary redundancies in the first instance with retraining and redeployment obligations.

### TRANSPORT AND ACCOMMODATION

- 57. For commute:
  - a. Company to provide free of charge transport in line with nominated commute work patterns from nearest state capital or regional city (Perth to site) and Cairns to village, and village to mine.
  - b. Non-share village accommodation.
  - c. Supply of three meals per day.
- 58. For residential:
  - a. Company to provide transport from village to the mine.
  - b. Residential allowance payable
- 59. Where an employee works extended hours affecting ability to access company supplied transport, company will arrange alternate transport.

### INCLEMENT OR DANGEROUS WEATHER

- 60. If wet or dangerous weather prevents normal work or results in a shutdown then employees to undertake alternate duties or training. If training or alternate duties unavailable employees will wait in readiness and be paid be as if at work
- 61. Applies if employees isolated in camp or local community while on roster.
- 62. If unable to return to camp or local community for any time outside normal rostered shift length, employee to be paid applicable overtime rate.
- 63. If wet weather prevents travel between camp and place of residence:

- a. No expectation that employees travel an alternate route.
  - b. Paid total salary for first two days unable to attend work.
  - c. Annual leave or LWOP for days thereafter
64. Commute employees unable to return to place of residence due to weather will be provided accommodation in the local community and alternative travel arrangements.

### INCOME PROTECTION

65. The company will provide for an income protection scheme that provides employees with up to 52 weeks of salary continuance from date of injury / illness at the employee's normal salary plus bonus
66. The income protection provisions can only be accessed after the employee has exhausted all personal leave entitlements.
67. Company not to seek to remove itself from the relevant jurisdiction of the state workers compensation schemes where the company operates.

### OVERTIME

68. Additional hours subject to NES and to be paid at overtime rates.
69. 10 consecutive hours off duty to be arranged between work on successive days.

### CALL BACKS

70. Minimum four hours work at overtime rate to be paid.
71. If job can be performed in less time, no requirement to work the full four hours.
72. Exception being if customary to return to work to perform a specific job outside ordinary working hours, or overtime is continuous with ordinary working time (subject to breaks).
73. Paid meal breaks to be an entitlement for overtime
74. Unrestored overtime to be paid at double time.

### CLOTHING

To be provided free of charge to all employees, consisting of at commencement:

- a. 5 x shirts and 5 x pants
  - b. 1 x safety boots
  - c. 1 x winter jacket and 1 x spray jacket
  - d. Prescription safety glasses (and spare glasses) as required
75. Items replaced on fair wear and tear basis, incl when damaged, destroyed or lost, at no cost to Employee
76. Entitlement to six additional items of industrial outer clothing annually

### MEDICALS

77. Will only be conducted in line with respective state safety legislation.
78. Employees can choose to use their own GP and all medicals will be conducted in paid time for all participants (employee and GP)

### REPRESENTATIVES

79. Acknowledgement of the right for workplace representatives to be able to assist and represent members about all employment matters with no loss of pay.

### WAGES, SALARIES AND BONUSES

80. All classification rates, wages and salary bands to be included in the Agreement.
81. Annual increases to be provided for upon commencement and on anniversary of agreement.
82. Principles of the bonus system to be referenced in the agreement

<https://www.news.com.au/finance/business/mining/bhp-lifts-iron-ore-production-forecast-after-brazil-dam-disaster-mine-restarts/news-story/6608ee6b1f32129c79d3277ce68b3837>

# Operations Services Production Agreement Record of Meeting

# BHP

## Appendix 5

### Proposals provided by Employee Bargaining Representative on 22<sup>nd</sup> February 2021



Mon 22/02/2021 9:22 AM

bossiebo

RE: OS Production Bargaining Meeting

To Chauncy, Alli

Important

You replied to this message on 23/02/2021 9:36 AM.

Good morning Alli

Following are claims crew members have voiced re: EA.  
Unsure if some are EA related however I am merely the messenger

- \*\* Bus from Rockhampton
- \*\* Paid levels according to skills
- \*\* Pay rates keeping in line with CPI
- \*\* Site Transfers
- \*\* Start & Finish times / places
- \*\* Training Scheme
- \*\* Early finish last shift
- \*\* Higher Duties Allowance in Handbook
- \*\* Permanent Rooms for ALL OS employees not just FIFO
- \*\* Carers leave to be separate to Personal leave

Personally I feel alot of info in the employee handbook should form part of the EA.

Look forward to tuning in tomorrow

Kind regards  
Harriet Daniels

Sent from my Galaxy



# Operations Services Production Agreement

## Record of Meeting



### Appendix 6

#### OS Production Agreement Proposals & Responses

Proposal topic	Proposal Summary	Company's response
Clause 2 - Coverage	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>OS MCAP Pty Ltd</li> <li>Employees who fall under Schedule A of the Black Coal Mining Industry Award who perform Production work in QLD</li> <li>Unions</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Two separate agreements covering:                             <ul style="list-style-type: none"> <li>Coal Production; and</li> <li>Metalliferous and other non-Coal Mining Production</li> </ul> </li> <li>Covers OS non coal Employees engaged in Production</li> <li>Unions</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>OS Employees only working at the Mt Arthur Coal Mine</li> </ul>	<p>OS has a national business model and works across Minerals Australia. We want an Agreement for our workforce that covers our Production business across Australia to suit OS' national model of work and enable OS to provide consistency and certainty to our customers.</p> <p>Having multiple agreements would increase complexity and may reduce our flexibility, which could hinder our ability to win future work packages. For these reasons, OS does not accept this proposal.</p>
Clause 3 - Relationship with Other Instruments and the NES	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Override and replaces the BCMI Award and all other awards and instruments</li> <li>NES to apply</li> </ul>	<p>The proposal simply confirms the operation of clause three of OS' proposed agreement. OS does not consider any further amendments are required as this is already clear.</p>
Clause 4 - Term of Agreement	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Maximum 3 year term</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Maximum 3 year term</li> <li>Requirement to commence bargaining 6 months before nominal expiry</li> </ul>	<p>OS has proposed a four year term Agreement as permitted by the <i>Fair Work Act 2009</i>. Additional requirements such as commencing bargaining prior to the agreement's nominal expiry date do not meet our objective of a simple, safety net Agreement with our employees. For these reasons, OS does not accept these proposals.</p>
Clause 5 - Types of Employment	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>FT – 35 ordinary hours per week averaged over roster cycle</li> <li>PT – works less than an average of 35hrs per week, averaged over roster cycle</li> </ul>	<p>We believe the clause as currently drafted fairly reflects the industry conditions for OS' customers in accordance with our proposed</p>

# Operations Services Production Agreement

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Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> <li>Received on a pro rata basis, equivalent pay and conditions to those of FT EE's who do the same work</li> <li>PT EE's arrangements to be agreed in writing between the Co and the EE</li> <li>All time worked in excess of mutually agreed hours will be OT ad paid for as per rates in OT clause (10)</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>FT – 35 ordinary hours per week</li> <li>PT – proportional benefits and pay based on 35 ordinary hrs per week</li> <li>Temporary – fixed term or specified task, no longer than 12 months</li> </ul>	<p>scope for the Agreement and our current deployment locations. The clause as presently drafted does not leave any employee worse off compared to the reference awards – being the Black Coal Mining Industry Award and Mining Industry Award. To adopt the 35 ordinary hours across coal and non-coal operations may reduce OS' ability to be competitive in certain markets.</p> <p>Accordingly, OS does not accept this proposal.</p>
Clause 6 - Duties	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>The Co will not allocate tasks in a manner which promotes deskilling</li> <li>EE's will undertake training aimed at maintaining and enhancing work skills &amp; performance</li> <li>Where EE's are required to temporarily work away from their ordinary location, all time spent outside their rostered shifts travelling between home and the temporary location will be paid as if at work. Minimum of two weeks' notice to be provided in these circumstances.</li> <li>Where the notice required is not available, then less notice may be given by agreement and the EE will be paid at OT rates for all work from time of change of shift until the expiration of that notice period</li> <li>Classification Structure yet to be determined</li> </ul>	<p>OS is committed to the training and development of its employees.</p> <p>The clause relating to deskilling is too broad and ambiguous. OS has commitments to its customers and it is important to retain the right to allocate work in the way it deems appropriate in order to meet its obligations to its customers and remain competitive.</p> <p>The OS business model and our point of hire approach enables OS to transfer EE's to other deployment sites as directed by the Company (in accordance with the point of hire in their Contract of Employment). This business model is part of what makes OS so unique and successful.</p> <p>The inclusion of any further restrictions on this would limit our flexibility. Additionally, flexibility to move between deployments is a benefit many OS team members enjoy.</p> <p>For the reasons outlined above, OS does not accept this proposal.</p>



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Proposal topic	Proposal Summary	Company's response
Clause 6.2 - Training	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>The Co shall provide relevant training and payment for the renewal of statutory licenses for all EE's required to utilise these in the course of employment</li> <li>If an EE has to travel to attend training, the Co will provide                             <ol style="list-style-type: none"> <li>transport,</li> <li>accommodation and meals,</li> <li>payment of TOIL; and</li> <li>payment of TOIL for travel time if EEs are required to travel on an RDO</li> </ol> </li> <li>Where the Co requests or offers EE's to undertake training outside of EEs normal shift, the EE will receive OT payment for the period of the training</li> <li>If training is conducted on a rostered shift, there will be no loss of pay for that day</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Training requirements limited to training of other OS EEs</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>A training clause which enables EEs to access training on different pieces of equipment</li> </ul>	<p>We believe the current clause 6.2 of the proposed OS Agreement adequately covers the provision of, and support for, training. In addition to this, OS will be given training in accordance with the skills matrix for that particular workgroup. Where employees are requested to attend training for the purposes directly relevant to their employment, this will be managed on a case by case basis and in line with operational requirements.</p> <p>We do not consider that there is any requirement for the proposed agreement to be more prescriptive than already drafted. For this reason, OS does not accept this proposal.</p>
Clause 7 - Remuneration	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Claim regarding Wages (6) and Bonus (7) yet to be defined</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>All classification rates, wages and salary bands to be included in the agreement</li> <li>Annual increases on commencement and on anniversary of agreement</li> <li>Principles of bonus system to be referenced in the agreement</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>Wage increases clause yet to be defined and dependent on the outcome of negotiations</li> <li>Site bonus scheme to apply dependent on production only (current site bonus scheme to apply)</li> </ul>	<p>OS has sought to simplify the agreement by removing specific rosters and salaries. This reflects the size and scale of the OS business today and that we now work across several different locations on many different roster arrangements including part-time and job share arrangements. Attempting to capture all current arrangements would be too complex and may reduce flexibility (for both OS and OS employees) in the future.</p> <p>Minimum wage increases under the EA are guaranteed insofar as they will increase relative</p>

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Proposal topic	Proposal Summary	Company's response
		<p>to the annual review of minimum rates by the Fair Work Commission.</p> <p>Employees can access their contract of employment to understand their individual salary and any applicable allowances including night shift loading that might apply.</p> <p>All OS employees will have an annual salary review for their contractual salaries conducted to ensure our salaries remain market competitive.</p> <p>For these reasons, OS does not accept this proposal.</p>
Clause 7.4 - Overtime	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"><li>• EEs to have at least 10 consecutive hours off duty between the work of successive days</li><li>• Where an EE does not get a 10 hour rest between shifts, the EE will be released from duty until the EE has had 10 consecutive hours off duty with no loss of pay for the following shift</li><li>• If the EE is instructed to resume work without having had 10 consecutive hours off duty, the EE will be paid at OT rates until the EE is released from duty</li><li>• An EE who is recalled to work OT after leaving the mine will be paid for at least four hours work</li><li>• EEs will be paid \$15 meal allowance for meal breaks during non-rostered OT</li><li>• Claim for OT rates yet to be determined</li></ul> <p><b>AWU</b></p> <ul style="list-style-type: none"><li>• 10 consecutive hours off duty between work on successive days</li><li>• Minimum four hours work at OT rate to be paid for a call back</li><li>• Paid meal breaks to be an entitlement for OT</li><li>• <u>Unrostered</u> OT to be paid at double time</li></ul>	<p>Clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working and includes provision for regularly rostered overtime rates. There is clear provision for un-rostered overtime being at double time in clause 7.4.</p> <p>In addition, clause 9.5 and fatigue standards at the relevant deployment site provide for minimum breaks between times on site.</p> <p>The provisions of the NES override any provision in the Agreement in any event, this is also made clear in clause 3.3.</p> <p>For these reasons, OS does not accept this proposal.</p>

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Proposal topic	Proposal Summary	Company's response
Clause 8- Superannuation	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Default Super Fund to be Mine Super</li> <li>The Co's contribution on behalf of EEs will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i></li> <li>An EE can request that the EE will forgo part of their annual salary otherwise payable under this Agreement and in lieu pay this amount in the EEs nominated superannuation fund</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Default fund to be traditional industry funds such as Australian and Mine Super</li> </ul>	<p>We believe the clause as it is currently drafted adequately captures that superannuation will be paid in accordance with current legislation. Additionally, changing the default fund to Mine Super is not in line with our proposed scope. For this reason, OS does not accept this proposal.</p>
Clause 9 - Hours of Work	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Rosters and hours of work average of 35 ordinary hours per week, averaged over a roster cycle. Shifts will include handover at the start and end of each shift.</li> <li>12.5hrs maximum rostered hours in any one shift and a minimum break of 10 consecutive hours between shifts</li> <li>Start and finish times clause TBD</li> <li>EEs must receive one weeks' notice to change shift or their place on a roster, and four weeks' notice if this change is to a non-continuous shift roster.</li> <li>Payment of OT will be given if less notice is given</li> <li>The Co may only introduce a new roster following consultation, and with the agreement of the majority of affected EEs</li> <li>Consultation process yet to be defined</li> <li>Rosters yet to be defined</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Rosters based on 35 ordinary hours per week, <u>avg</u> over roster cycle</li> <li>12.5hr maximum rostered hours and a minimum break of 10 consecutive hours between shifts</li> <li>For residential &amp; FIFO EEs work is considered to have commenced at arrival at the workplace and considered finished on departure from the workplace</li> <li>For FIFO EEs travelling from home to work on the first day of a work cycle, work is considered to have commenced for the EE on boarding the aircraft for that day</li> <li>For FIFO EEs travelling from work to home on the last day of a work cycle, work is considered to have ceased for paid purposes when the EE has boarded the departing aircraft</li> <li>Change of shift only with one weeks' notice or by mutual agreement</li> </ul>	<p>The response to the proposal in relation to clause 5 also applies in relation to the matter relating to 35 ordinary hours per week.</p> <p>OS agrees to update the drafting of clause 9 to reflect that a minimum break of 10 hours will be provided between shifts, however we believe the clause as currently drafted otherwise adequately captures arrangements for hours of work, including specifying a maximum shift length of 12.5 hours and that one week's notice will be provided in the event of a roster change, unless otherwise agreed.</p> <p>Introducing new rosters by agreement only or specifying start and finish places by agreement may limit our flexibility, including in relation to meeting operational requirements for the sites at which OS is (or may be) deployed.</p> <p>In any event, OS has an obligation to consult with employees about changes to rosters or</p>



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Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> <li>New rosters introduced only by agreement</li> <li>Start and finish places by agreement</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>Fixed rosters table to be included in the Agreement</li> <li>Change of roster to be by agreement with the majority of EEs</li> <li>Rosters to suit residential roles only</li> </ul>	<p>ordinary hours of work in accordance with clause 20 of the proposed Agreement.</p> <p>Other than amending the minimum break time between shifts, OS does not agree to any further amendments to this clause in the Agreement.</p>
Clause 9.6 - Meal breaks	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>An EE is entitled to a meal break of 30minutes for each five hours worked</li> <li>An EE will not be required to work for more than 5 hours without a meal break</li> <li>Where an EE will work for more than 5 hours without a break, the EE will be paid for any work beyond 5 hours at the applicable OT rate until a meal break is taken</li> <li>Time taken to travel to or from the place of designated crib will be counted as time worked</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Entitlement to 30minute crib break every 5 hours worked</li> <li>No EE will be required to work more than 5 hours without a break for crib</li> <li>All breaks to be counted as time worked</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>A crib clause indicating windows available to the Company to send EEs to each crib (clause to align with site fatigue management policy)</li> </ul>	<p>When it comes to Production, the timing of meal breaks will be in accordance with local site fatigue procedures, taking into consideration safety, operational and production requirements. The proposed clause as currently drafted satisfies the necessary requirements to maintain this flexibility.</p> <p>Clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working, which would include paid meal breaks if applicable.</p> <p>For these reasons, OS does not agree to the proposal.</p>
Clause 10 - Public Holidays	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>EEs to be entitled to have all gazetted Public Holidays off without loss of pay</li> <li>The Co may make reasonable requests for EEs to work on PHs (except Christmas &amp; Boxing Day)</li> <li>Christmas &amp; Boxing day (25 and 26 December) shall be nonworking days, however the Co may call for volunteers to work on those days</li> <li>Travel obligations for mid-swing days off to be determined</li> </ul>	<p>OS pays market competitive salaries, which our proposed Agreement guarantees are in excess of relevant Awards, which already financially compensate for where employees are required to work public holidays including Christmas and Boxing Day.</p>

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Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> <li>EE's who work on a PH are to be paid double time for work performed during ordinary hours, and treble time for work in excess of their ordinary hours</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>EEs have an entitlement to all gazetted PHs off without loss of pay</li> <li>Co may make reasonable requests for EEs to work PHs</li> <li>25 and 26 December are nonworking days, however EEs may volunteer to work</li> <li>All time worked on a PH and nonworking day to be paid at double time</li> <li>Where an EE is rostered off, the EE to be paid at base rate for the PH</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>Christmas Day and Boxing Day to be non-rostered shifts</li> </ul>	<p>In addition, OS works 24/7 rosters. To meet our plans and commitments to our customers, we need rostered shifts to continue over Christmas and Boxing Day.</p> <p>For these reasons, OS does not agree to the proposal.</p>
Clause 11 - Annual Leave	<p><b>CFMMEU - QLD</b></p> <ul style="list-style-type: none"> <li>EEs working a seven day roster, or a roster which requires ordinary shifts on PHs and not less than 272 ordinary hours per year on Sundays is entitled to annual leave at the rate of six weeks per year</li> <li>5 weeks for other workers</li> <li>Annual leave can be taken at any time with minimum 14 <u>days notice</u></li> <li>Annual leave to be paid at total salary, both when taken and at end of employment for any untaken annual leave.</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>6 weeks for seven day roster workers</li> <li>5 weeks for other workers</li> <li>AL to be paid at total salary, both when taken and at end of employment for any untaken annual leave</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>All leave entitlements to be paid as if at work rostered rate</li> </ul>	<p>Employees' entitlement to annual leave is in accordance with the NES.</p> <p>Clause 11.4 is clear that annual leave is paid at the Employee's Annual Salary Rate. This is also applicable to amounts cashed out.</p> <p>OS agrees to update the drafting of clause 11 to include any payment of annual leave on termination will be paid at an Employee's Annual Salary Rate.</p> <p>Overall, the proposals put forward are consistent with the terms of the Agreement and with the exception of clarifying annual leave paid on termination will be at Annual Salary Rate.</p> <p>OS does not agree to any further amendments to this clause.</p>

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Proposal topic	Proposal Summary	Company's response
Clause 12- Personal / Carer's Leave	<p><b>CFMMEU QLD</b></p> <ul style="list-style-type: none"> <li>Entitlement to 10 days at commencement of employment and annually, on each anniversary of commencement</li> <li>Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household because of a personal illness or injury.</li> <li>Payment to be made as if at work, including bonus</li> <li>An additional day of paid leave will be granted where an EE is required to travel in excess of 400kms to their place of residence</li> <li>In the event an EE has exhausted their leave entitlement, the EE may take unpaid leave as required</li> <li>On termination, EEs will be paid the rate they would have otherwise received if they were at work, including bonus, for any untaken leave accruals</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Entitlement to 15 days at commencement of employment and annually, on each anniversary of commencement</li> <li>Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household.</li> <li>Payment made at total salary rate.</li> <li>Notice requirements to be reasonable</li> <li>Availability of unpaid personal leave – two days per each occasion</li> <li>Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for personal leave.</li> </ul>	<p>OS' proposed clause in regards to the minimum entitlement to Personal/Carer's leave is in accordance with the NES which provides for annual entitlement and definitions of personal leave and carers leave. OS will agree to update the drafting of clause 12 to confirm its practice of paying Personal/Carers leave at the Employee's Annual Salary rate.</p> <p>OS does not accept the proposal for additional paid leave for travel as that will increase our costs.</p> <p>OS is still considering the remainder of this proposal.</p>
Clause 13 - Compassionate Leave	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>EEs will be entitled to compassionate leave in accordance with the Act</li> <li>Additional day of paid leave will be granted where an EE is required to travel in excess of 400kms from their place of residence</li> <li>EEs will be paid as if they were at work, including bonus, while on compassionate leave</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>In accordance with the NES</li> <li>Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for compassionate leave.</li> </ul>	<p>The minimum entitlement to Compassionate Leave is in accordance with the NES.</p> <p>OS agrees to update the drafting of clause 13 to include that Compassionate Leave will be paid at an Employee's Annual Salary Rate.</p> <p>The OS Employee Handbook provides that employees may be eligible "for at least 2 and up to 5 days of paid compassionate leave per</p>



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Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> <li>Total salary to be paid while on compassionate leave.</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>All leave entitlements to be paid as if at work rostered rate</li> </ul>	<p>occasion" but OS will assess additional paid compassionate leave beyond the NES entitlement in its absolute discretion and on a case by case basis.</p> <p>Other than clarifying Compassionate Leave will be paid at Annual Salary Rate, OS does not accept any further amendments to this clause.</p>
Clause 14 – Parental Leave	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Current policy provision to be substance of Agreement clause</li> </ul>	<p>The entitlement to paid parental leave is derived from a wider BHP Group policy and OS does not agree to have the terms of such incorporated into the proposed Agreement. On this basis, OS does not accept the proposal.</p>
Clause 15 - Long Service Leave	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>An EE is to be paid for LSL as if they were at work, including bonus, in their normal pay period at the time the leave is taken</li> <li>LSL may only be taken in a single continuous period of at least 14 days</li> <li>LSL can be taken at any time provided that reasonable notice is given by the EE and the operations of the Mine will not be affected by the granting of leave</li> <li>Where an EE applies to take leave in multiple applications in combination with a period of RDOs for a single continuous period, they will only receive payment for the LSL component</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>In accordance with state and territory LSL acts or eligible at 7 years whichever is better for the Employee</li> <li>Payment made at total salary</li> </ul>	<p>For simplicity, OS has proposed a long service leave clause which provides the entitlement in accordance to the applicable State legislation. This is important because OS works across, and the Agreement covers, different jurisdictions in Australia.</p> <p>We believe the clause as currently drafted adequately captures arrangements for long service leave.</p> <p>For these reasons, OS does not accept the proposal.</p>
Clause 16 - Community Service Leave	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>In accordance with NES</li> <li>EEs attending jury duty will be paid on a no loss of earnings basis for the period of jury service, and will refund the Co any amount they receive for attending</li> <li>EEs required to attend to emergencies as part of voluntary work (ie SES, fire brigade, ambulance etc) during the course of their work, shall be paid as if they were at work</li> </ul>	<p>Entitlements above the NES are dealt with by a procedure outside of the Agreement. The OS Employee Handbook and the Human Resources Policy Schedule – Public Service Leave – Australia provides for above NES community service leave entitlements.</p>

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Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> <li>Maximum 10 consecutive working days each year granted to those eligible for Military Leave, and will be paid on a no loss of earnings basis</li> <li>Other reserve commitments will be in EEs own time, however EEs may be granted LWOP when such commitments fall on a day they are rostered to work</li> <li>Councillors allowed up to two shifts per month to attend Council meetings, and will be paid on a no loss of earnings basis</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>In accordance with NES, plus:</li> <li>Employees to be paid at total salary for period of jury service, and to refund to company any amount paid for attending jury duty</li> <li>Employees attending emergencies for SES, fire brigade, ambulance etc when would otherwise be working to be paid on a no loss of earning basis.</li> </ul>	As this is already provided to Employees as a matter of policy, OS does not accept the proposal.
Clause 18 – Issue Resolution Procedure	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Refer to clause 23 <i>Dispute resolution Procedure</i> as provided for in the CFMMEU – QLD draft Agreement (Appendix 2)</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Deals with all matters relating to employment, even if not dealt with in agreement</li> <li>Status quo until dispute resolved</li> <li>Representation at all levels</li> <li>Matters to be dealt with at appropriate level without undue involvement of those not directly involved</li> <li>Conciliation and Arbitration available at FWC (or other arbitrator/mediator/ conciliator by agreement)</li> <li>FWC decision binding on parties and those bound by Agreement</li> <li>Company to pay employees on a "without loss of pay" basis to attend all proceedings (other than directions hearings), incl travel and accommodation and meals.</li> </ul>	<p>We believe the clause as currently drafted adequately sets out a fair issue resolution process and is consistent with our objective to deal with matters at the local level to the maximum extent possible.</p> <p>On this basis, OS does not accept the proposal.</p>

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Proposal topic	Proposal Summary	Company's response
Clause 19 - Individual flexibility	<b>CFMMEU – QLD</b> <ul style="list-style-type: none"> <li>Refer to clause 24 <i>Individual Flexibility Term</i> as provided for in the CFMMEU – QLD draft Agreement (Appendix 2)</li> </ul>	<p>In line with our objective of seeking to make a simple, safety net agreement with our employees, OS will adopt the model clause as set out in the <i>Fair Work Act 2009</i>.</p> <p>Accordingly, OS does not accept this proposal.</p>
Clause 20 – Management of change / Consultation	<b>CFMMEU – QLD</b> <ul style="list-style-type: none"> <li>Clause yet to be defined</li> </ul>	<p>Insufficient detail has been provided for us to consider and respond to this proposal.</p>
Clause 21 - Redundancy	<b>CFMMEU – QLD</b> <ul style="list-style-type: none"> <li>When the Co is considering redundancies, the Co will first:                             <ul style="list-style-type: none"> <li>consider reducing the number of labour hire EEs and Contractor EEs across the operation where the work performed is not considered specialist work</li> <li>Following this, the Co will offer voluntary redundancies</li> </ul> </li> <li>Where a surplus of EEs still exists, and cannot be addressed through natural attrition, the surplus will be addressed by:                             <ul style="list-style-type: none"> <li>Redeployment of EEs to another task within the operation; and</li> <li>Transfer of EEs to another operation.</li> </ul> </li> <li>After all the above steps have been taken, the Co may implement forced redundancies. The selection method for forced redundancies will take into consideration skills mix, individual skills and proficiency, employment record/services and performance</li> <li>Severance pay following termination of Employment for redundancy is equal to three weeks' pay (at the rate the EE would have received if at work, including bonus) for each completed year of service</li> <li>Minimum payment due to EEs is four weeks' pay</li> </ul> <b>AWU</b> <ul style="list-style-type: none"> <li>Provision of voluntary redundancies in the first instance with retraining and redeployment obligations</li> </ul> <b>CFMMEU – NSW</b> <ul style="list-style-type: none"> <li>If redundancies occur forced redeployment to apply only within the Hunter Valley coalfields. All other redeployment to be by agreement</li> </ul>	<p>With respect to:</p> <ul style="list-style-type: none"> <li>Redeployment / transfer – the OS business model and our point of hire approach enables OS to seek alternative employment for employees in the event of redundancy – this seeks to also provide as much certainty to employees about ongoing employment.</li> <li>Voluntary redundancy (VR) – enabling VRs where alternative employment opportunities exist would increase costs and may hinder OS meeting its contractual obligations.</li> </ul> <p>We believe the clause as currently drafted adequately addresses redundancy including providing severance pay which is largely consistent with that proposed.</p> <p>For these reasons, OS does not accept this proposal.</p>



# Operations Services Production Agreement

## Record of Meeting

Proposal topic	Proposal Summary	Company's response
Paid suspension	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>In circumstances where an EEs conduct may lead to disciplinary action, the Co may suspend the EE without loss of pay during the investigation</li> <li>The appropriate period of any suspension will be determined by the Co</li> <li>The EE will be notified in writing by the Co of their suspension and any progress updates of the investigation to be provided on a regular basis (minimum weekly)</li> <li>The Co will provide reasonable notice of any meetings the EE is required to attend, and will arrange return transportation between their place of residence and the mine for attendance at these meetings</li> <li>EEs entitled to a representative during any meeting</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Any suspension to be without loss of pay during investigation.</li> <li>Entitlement to representative during all related meetings.</li> </ul>	<p>This proposal is not in line with our objective of seeking to make a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries.</p> <p>Additionally, section 524 of the Fair Work Act 2009 provides protections in relation to periods of stand down without pay – this does not include circumstances of suspension during an investigation. OS' practice is to stand down any Employee who is being investigated (and where warranted) on full pay. As a matter of procedural fairness, OS employees are entitled to have a support person present in all investigation / disciplinary meetings.</p> <p>For these reasons, OS does not accept this proposal.</p>
Stand down	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>The Co may stand down an EE for part or all of the shift in circumstances such as refusal of duty, neglect of duty, misconduct or if the EE cannot be usefully employed in the EEs usual classification because of industrial action</li> <li>In addition to those circumstances above the Co may stand down an EE because of a breakdown of machinery or equipment that has lasted for more than four consecutive working days, or a stoppage of work for any cause that has lasted for more than 14 consecutive days</li> <li>The Co will take all reasonable steps to minimise the need for standing down EEs, including where practical, carrying out training</li> <li>EEs who have been stood down may request to take outstanding leave entitlements, and in the absence of any available leave entitlements, may be stood down without payment</li> <li>Any EE stood down under this clause will continue to have their service recognised for the purposes of continuous service</li> </ul>	<p>OS will consider periods of stand down in accordance with 524 of the <i>Fair Work Act 2009</i>.</p> <p>Accordingly, OS does not accept this proposal.</p>

# Operations Services Production Agreement

## Record of Meeting

Proposal topic	Proposal Summary	Company's response
	<p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Limited to machinery break down or stoppage for any cause of 10+ consecutive days</li> <li>Company to minimize any requirement for stand down through providing training;</li> <li>Employees can take any outstanding leave entitlements or LWOP;</li> <li>Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment.</li> </ul>	
Transport and accommodation	<p><b>CFMMEU - QLD</b></p> <ul style="list-style-type: none"> <li>For EEs who commute, the Co to provide transport outside working hours in line with nominated commute work patterns from nominated locations, at a minimum, Brisbane and Cairns to the village, (and return) as well as from the village to the mine (and return) during the roster period</li> <li>For EEs who reside in the community, the Co will provide transport from the village to the mine (and return)</li> <li>Where an EE fails to access the company supplied transport at the nominated time and location, an EE will not be paid for any shifts or hours missed as a result, and this may result in disciplinary action against the EE, unless the EE can demonstrate that the failure was not reasonably within their control</li> <li>If the EE is required to work extended hours and misses the opportunity for company supplied transport, the Co will arrange transport for the EE</li> <li>EE receives no payment for travel under this clause</li> <li>Non-share village accommodation, including three meals per day will be supplied by the Co for the EE's roster period at no cost to the EE</li> <li>Accommodation allowance yet to be determined for individuals who reside in the local community</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>For commute:               <ul style="list-style-type: none"> <li>Company to provide free of charge transport in line with nominated commute work patterns from nearest state capital or regional city (Perth to site) and Cairns to village, and village to mine</li> <li>Non-share village accommodation;</li> <li>Supply of three meals per day;</li> </ul> </li> <li>For residential:</li> </ul>	<p>This proposal would significantly increase costs and put our competitiveness at significant risk.</p> <p>OS offers competitive remuneration and flexible living options to our employees and does not operate a fly in, fly out model. Prospective OS employees are encouraged to carefully consider this prior to accepting employment with OS.</p> <p>For these reasons, OS does not accept this proposal.</p>

# Operations Services Production Agreement

## Record of Meeting

Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> <li>➤ Company to provide transport from village to the mine;</li> <li>➤ Residential allowance payable</li> <li>• Where an employee works extended hours affecting ability to access company supplied transport, company will arrange alternate transport.</li> </ul>	
Inclement weather	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>• Refer to clause 26 <i>Inclement Weather</i> as provided for in the CFMMEU – QLD draft Agreement (appendix 2) for a detailed breakdown on wet weather provisions</li> <li>• In the event of a natural disaster, the Co will monitor the development of the natural disaster and provide regular updates to those EEs on shift</li> <li>• Where the Co is made aware that an EEs immediate family and/or property may be affected by the natural disaster, that EE will be permitted to leave the workplace in a timely manner</li> <li>• The same processes and payments as outlined in clause 26.5, 26.6 and 26.7 apply</li> <li>• Where the threat of the natural disaster has receded EEs are expected to return to duty as soon as possible</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>• If wet or dangerous weather prevents normal work or results in a <u>shut down</u> then EEs to undertake alternate duties or training or, if training or alternate duties is unavailable will wait in readiness and continue to be paid if wet weather prevents normal work</li> <li>• Applies if employees isolated in camp or local community while on roster.</li> <li>• If unable to return to camp or local community for any time outside normal rostered shift length, employee to be paid applicable overtime rate.</li> <li>• If wet weather prevents travel between camp and place of residence:               <ul style="list-style-type: none"> <li>○ No expectation that employees travel an alternate route;</li> <li>○ Paid total salary for first two days unable to attend work;</li> <li>○ Annual leave or LWOP for days thereafter</li> </ul> </li> <li>• Commute employees unable to return to place of residence due to weather will be provided accommodation in the local community and alternative travel arrangements.</li> </ul>	<p>This proposal is not in line with our objective of seeking to make a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries and may increase costs.</p> <p>OS has a custom and practice of enabling employees who are at work during inclement weather to complete alternative tasks such as training. Where employees cannot get to work due to inclement weather, they are enabled to take annual leave if they desire.</p> <p>For these reasons, OS does not accept this proposal.</p>



# Operations Services Production Agreement

## Record of Meeting

Proposal topic	Proposal Summary	Company's response
Accident pay	<p><b>CFMMEU - QLD</b></p> <ul style="list-style-type: none"> <li>To be paid during the incapacity of the EE, within the meaning of the Act, until such incapacity ceases, or until the expiration of a period of 78 weeks from the date of injury, whichever event occurs first</li> <li>A weekly payment of {TBD} will be paid to the EE for the initial period of 39 weeks from date of injury</li> <li>For a further 39 weeks, a weekly payment of 80% of {TBD}, or the EEs 35 hour rate at ordinary time plus bonus, whichever is greater</li> <li>Part of week incapacity results in pro-rata payments based on above.</li> <li>An EE shall not be entitled to any payment in respect of any period of paid annual leave or LSL or any paid PH</li> <li>Where the EE recovers damages from the Co or a third party, the EE shall <u>be</u> liable to repay the Co the amount of accident pay which the Co has paid and the EE shall not be entitled to any further accident pay thereafter</li> <li>Intermittent absences from one injury to be cumulative in the assessment of the 78 week limitation.</li> <li>Company not to seek to remove itself from jurisdiction of CSMH Act 1999 (Qld) and Workers' Compensation and Rehabilitation Act 2003 (Qld).</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>Accident Pay clause indicating 78 weeks payment at the rostered rate that applies to the EEs</li> </ul>	<p>Entitlements of this nature are dealt with by a procedure outside of the Agreement. The OS Workers' Compensation Policy provides up to 78 weeks' worker's compensation payments:</p> <ul style="list-style-type: none"> <li>First 39 weeks at 100% of your normal weekly pay;</li> <li>Further 39 weeks at 85% of your normal weekly pay.</li> </ul> <p>This is more generous than the accident pay entitlements set out in the Black Coal Mining Industry Award.</p> <p>For these reasons, OS does not accept this proposal.</p>
Call backs	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Call back provisions have been provided for in clause 10. <i>Overtime</i> of the CFMMEU – QLD's draft Agreement (appendix 2)</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Minimum four hours work at OT rate to be paid</li> <li>If job can be performed in less time, no requirement to <u>work</u> the full four hours</li> <li>Exception being if customary to return to work to perform a specific job outside ordinary working hours, or OT is continuous with ordinary working time (subject to breaks)</li> <li>Paid meal breaks to be an entitlement for OT</li> <li><u>Unrostered</u> OT to be paid at double time</li> </ul>	<p>This proposal as it is not in line with our objective of making a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries. Additionally clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working and this includes a guarantee for payment for any call backs.</p>

# Operations Services Production Agreement

## Record of Meeting

Proposal topic	Proposal Summary	Company's response
		Accordingly, OS does not accept this proposal.
Work clothing	<p><b>CFMMEU – QLD &amp; AWU</b></p> <p>At commencement:</p> <ul style="list-style-type: none"> <li>➢ 5 x shirts &amp; 5 x trousers</li> <li>➢ 1 x safety boots</li> <li>➢ 1 x winter jacket</li> <li>➢ 1 x light jacket</li> <li>➢ Prescription safety glasses (and spare glasses) as required</li> </ul> <ul style="list-style-type: none"> <li>• Items replaced on fair wear and tear basis, incl when damaged, destroyed or lost, at no cost to Employee</li> <li>• Entitlement to six additional items of industrial outer clothing (ie shirts, trousers and jackets) annually at no cost to the EE</li> </ul>	<p>This is a matter dealt with by a procedure outside of the Agreement. The OS Employee Handbook provides for Personal Protective Equipment (PPE) allocations which are largely consistent with that proposed.</p> <p>Where an employee requires additional PPE, they should speak with their Line Leader. For these reasons, OS does not accept this proposal.</p>
Medicals	<p><b>CFMMEU- QLD</b></p> <ul style="list-style-type: none"> <li>• Upon notification by the Co, EEs will be required to undertake a statutory health assessment in accordance with sections 46 and 47 of the CMS&amp;H Act</li> <li>• Where practicable, statutory health assessments will take place during rostered working hours. Where this is not practicable, a payment equivalent to one hour OT will be made to an EE who participates in a statutory health assessment on a rostered day off.</li> <li>• Extra payment equivalent to 30min OT will be paid where an x-ray is required</li> <li>• Attendance at a health assessment is not considered time worked</li> <li>• Where the Co has provided reasonable prior notification to the EE that their statutory health assessment is expiring, the EE will not be able to access the Mine site and will not be paid until the next rostered shift worked an updated statutory health assessment form has been received by the Company</li> <li>• The Co will ensure that all necessary costs are met prior to an EE attending Statutory Health Assessment</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>• Will only be conducted in line with respective state safety legislation</li> <li>• EEs can choose to use their own GP and all medicals will be conducted in paid time for all participants (employee and GP)</li> </ul>	<p>This is a matter dealt with in accordance with the applicable state safety legislation. This is important because OS works across, and the Agreement covers, different jurisdictions in Australia.</p> <p>For this reason, OS does not accept this proposal.</p>

# Operations Services Production Agreement

## Record of Meeting

Proposal topic	Proposal Summary	Company's response
Representatives	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>An EE may nominate a representative of their choice to represent them in relation to matters arising under this Agreement or in the course of their employment.</li> <li>Where the Co calls a meeting requiring the attendance of a particular EE, the Co will advise the EE of the purpose of the meeting to all the EE to nominate a representative</li> <li>The Co will consult the EE and their representative to arrange a mutually convenient time</li> <li>The representative will make every reasonable effort to attend the meeting</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Acknowledgement of the right for workplace representatives to be able to assist and represent members about all employment matters with no loss of pay</li> </ul>	<p>The issue resolution procedure set out in clause 18 already makes it clear that an Employee is entitled to a support person / representative. For matters outside of the issue resolution procedure in the proposed Agreement, Employees are offered and entitled to have a support person / representative as a matter of course.</p> <p>OS recognises that union officials/delegates may act in the capacity of support person / representative.</p> <p>We consider this is already adequately provided for and, on this basis, OS does not accept this proposal.</p>
Income Protection	<p><b>AWU</b></p> <ul style="list-style-type: none"> <li>The Co will provide for an income protection scheme that provides EEs with up to 52 weeks of salary continuance from the date of injury / illness at the EEs normal salary plus bonus</li> <li>The income protection provisions can only be accessed after the EE has exhausted all personal leave entitlements</li> <li>The Co not to seek to remove itself from the relevant jurisdiction of the state workers compensation schemes where the Co operates</li> </ul>	<p>This proposal to provide for this type of insurance on behalf of Employees would significantly increase costs and put our competitiveness at significant risk.</p> <p>For these reasons, OS does not accept this proposal.</p>