

Operations Services Maintenance Agreement

Record of Meeting



Date
Location
Attendees

10 March 2021
Videoconference via WebEx
See Appendix 1

Agenda

1. Introduction & agenda
2. Questions on information requested
3. OS responses to proposals
4. Logistics for next meeting

Summary

Introduction

OS shared the agenda for the meeting.

Questions on information

Bargaining representatives were invited to ask questions on information OS had previously provided to bargaining representatives (see Appendices 2, 3 and 4).

OS confirmed that all current OS maintenance employees who fall under the scope of the Black Coal Mining Industry Award (BCMI Award) are benchmarked against the Mineworker Specialised classification of the BCMI Award for the purposes of the proposed Agreement's above award guarantee. OS advised that future employees (such as new to industry employees) may be classified differently and that those employees would be notified of their classification at time of hire. Bargaining representatives requested OS provide information on how employees would progress through the BCMI Award classifications.

OS clarified that it understood different deployments had previously had varying positions on what tooling was provided, however that moving forward all tooling would be supplied to employees. OS advised employee bargaining representatives to speak with their Superintendent if they did not have the tools required to perform their roles.

The AMWU (QLD) asked, based on the release of OS' Working on 24-26 December Ex-Gratia Payment Policy, whether OS was prepared to consider an alternate proposal on an additional payment for working Christmas and Boxing Day. OS advised it would consider a revised proposal should one be put forward.

The AMWU (QLD) asked for further information regarding employee feedback on the proposed Agreement. OS shared that feedback has been varied as different issues are important to different employees. OS shared that feedback from its recent survey indicated employees generally felt that the Agreement was important to them, but that a lot of employees had not read the proposed Agreement.

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<p>OS responses to proposals</p>	<p>OS provided feedback on the additional proposals received from bargaining representatives (see highlighted sections of Appendix 5).</p> <p>Bargaining representatives shared concerns regarding travel and accommodation arrangements. OS acknowledged the challenges however maintains that the proposals tabled would significantly increase OS' ongoing cost base and put its competitiveness at risk. OS confirmed its proposed Agreement does not include a flight and accommodation clause and we maintain this position.</p> <p>Employee bargaining representatives raised concern regarding rental assistance in local communities and suggested that the costing should be considered in light of OS not being charged for camp rooms where an employee elects to live locally. OS agreed to consider this proposal.</p> <p>Employee bargaining representatives asked whether employees with dual trades were recognised under the proposed Agreement. OS advised the proposed Agreement does not specify a higher rate for dual trades and only considers a dual trade insofar if this means the employee is a higher qualification under the Award. Bargaining representatives indicated they would consider a proposal on payment for dual traded employees.</p>
<p>Revised proposals tabled</p>	<p>The CFMMEU tabled an alternate position on scope; an OS Production and Maintenance Coal Agreement and an OS Production and Maintenance Non-Coal Agreement.</p> <p>The AMWU (QLD) tabled a more detailed proposal in relation to clause 18 – Issue Resolution Procedure. The AMWU outlined their proposal is that an issue may be escalated to Fair Work Commission arbitration without consent of both parties, that any party to the Agreement can raise an issue under the clause and that issues can be raised in relation to matters under the NES, Agreement and as they arise in the course of employment.</p> <p>OS undertook to consider these proposals.</p>
<p>Next meeting</p>	<p>The parties had a robust discussion regarding the fact we are significantly apart in our objectives for the proposed Agreement and the vast number of proposals tabled by the unions and Employee Bargaining Representatives. The unions raised that they consider that OS is not bargaining in good faith having rejected a significant number of claims. OS rejects this assertion and maintains that it has approached each bargaining meeting in good faith. OS asked the unions to narrow their proposals to areas of key importance to assist with a meaningful conversation at the next meeting.</p> <p>The next meeting has been scheduled for 20 April 2021 via WebEx (video conference).</p>

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Actions		
Confirm meeting arrangements	OS	13 April 2021
Provide detail of which airlines are set up to enable salary sacrifice of flights via the AMEX portal	OS	17 March 2021
OS to provide information on how employees would progress through the classifications of the BCMI Award	OS	20 April 2021
OS to provide safety net salaries under the Mining Industry Award	OS	20 April 2021
AMWU to narrow their proposals to areas of key importance	AMWU (QLD)	As soon as practicable

Appendix 1

Attendance List	
Grant Costello	Manager Maintenance
Rob Hannaford	Manager Maintenance
Jessica Morkel	Principal Employee Relations
Maryke Prinsloo	Specialist Employee Relations
Jacob Boss	Blackwater - Mobile
Cassandra Baynton	Caval Ridge - Mobile
Trevor Hawken	Caval Ridge - Mobile
Mason Doyle-Cavanagh	Goonyella Riverside - Mobile
Matthew Gallagher	Goonyella Riverside - Field
Tyrell Clark	Port Hedland – Fixed Plant
Michael Caskey	Saraji - Mobile
Thomas Smyth	Saraji - Mobile
Mitch Hughes	CFMMEU
Steven Smyth	CFMMEU
Kegan Scherf	AMWU
Jason Lipscombe	AMWU
David Buck	AMWU
Dan Hannan	AMWU
Craig Thomas	ETU
Michael Wright	ETU
Ash Bamford	ETU

Appendix 2 - OS policies sent to Bargaining Representatives

- [Working on 24-26 December Ex-Gratia Payment Policy](#)
- [OS Employee Handbook](#)
- [OS Worker's Compensation Policy](#)
- [BHP Parental Leave Policy](#)
- [Human Resources Policy Schedule - Public Service Leave - Australia](#)
- [Quick Reference Guide - OS Short Term Incentive Scheme](#)
- [Quick Reference Guide - Annual Reward Review Process](#)

Please contact your Superintendent if you are unable to access any of the above policies / QRGs.

Appendix 3 - Information on the Mastery Program

Mastery | Supporting you to be the best you can be to improve our safety and productivity

Mastery is about people... being consistently very good and improving at what they do, with the tasks that make a big positive difference to safety and productivity.

Emphasis is on people, with significant and sustained investment in capability improvement and development

- Clear work performance expectations, including Standardised Work
- Regular in-field verifications to achieve and sustain high performance
- High levels of interaction, feedback and coaching between leaders and their team members
- Enabled and supported through our innovative **myMastery® app**



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Appendix 4 – Email correspondence to Bargaining Representatives regarding requests for information

1. A breakdown of what our proposed agreement would provide in terms of a dollar value.

The below tables provides the minimum EA salary (ie award + 5% under the 'above award guarantee') in the proposed Operations Services Maintenance Agreement for the key rosters worked in our Queensland deployments. We have provided indicative minimum EA salaries for all classifications, for the avoidance of doubt.

Roster	Classification	NON-TRADE	TRADE
		Minimum EA salary (5% above award guarantee)	Minimum EA salary (5% above award guarantee)
7 days on, 7 days off, 7 nights on, 7 days off - 12.5 hour shifts	Mineworker - Induction Level 1	\$106,006.78	\$107,990.59
	Mineworker - Induction Level 2	\$107,957.59	\$109,941.40
	Mineworker - Training	\$107,957.59	\$109,941.40
	Mineworker	\$115,118.49	\$117,102.30
	Mineworker - Advanced	\$120,459.42	\$122,443.24
	Mineworker - Specialised	\$132,390.28	\$134,374.10
7 days on, 7 days off - 12.5 hour shifts	Mineworker - Induction Level 1	\$103,991.74	\$105,975.55
	Mineworker - Induction Level 2	\$105,910.62	\$107,894.43
	Mineworker - Training	\$105,910.62	\$107,894.43
	Mineworker	\$112,954.31	\$114,938.12
	Mineworker - Advanced	\$118,207.83	\$120,191.64
	Mineworker - Specialised	\$129,943.42	\$131,927.23
4 days on, 3 days off - 12.5 hour shifts	Mineworker - Induction Level 1	\$108,189.24	\$110,456.46
	Mineworker - Induction Level 2	\$110,177.76	\$112,444.97
	Mineworker - Training	\$110,177.76	\$112,444.97
	Mineworker	\$117,477.06	\$119,744.28
	Mineworker - Advanced	\$122,921.23	\$125,188.44
	Mineworker - Specialised	\$135,082.69	\$137,349.91

In relation to the hourly rate query, the proposed OS Maintenance Agreement provides that full time and part time employees will be paid an annualised salary. Full time and part time employees will not be paid on an hourly rate basis. Accordingly, we will not be providing you with an hourly rate for full time and part time employees. The proposed OS Maintenance Agreement provides that casual employees will be paid an hourly rate. That hourly rate will be calculated in accordance with clause 7.5 of the proposed OS Maintenance Agreement. We do not currently employ any casual employees.

2. The breakdown of the calculation used to determine the amount payable in the annual salary to compensate OS maintenance employees for working public holidays (clause 10 of proposed agreement)

The proposed OS Maintenance Agreement provides that full time and part time employees will be paid an annual salary that is calculated as follows:

- the total amount of the remuneration that would have been payable to the employee under the relevant modern award for working the same roster; and
- an additional amount comprising 5% of the amount calculated under (1) above.

This means that the minimum annual salary payable under the proposed agreement will depend on the number of public holidays an employee works per year.

For the purposes of the indicative annual salary figures we have provided you with, we have factored in compensation for 10 public holidays per year. The applicable public holiday penalty rates were applied to a 12.5 hour shift, comprised of 10 ordinary hours and 2.5 rostered overtime hours.

3. What was delivered on average for the bonus scheme (ACPM Pty Ltd) during the previous annual assessment

The OS incentive scheme delivered an average of \$15,932.08 (gross) for employees who would be covered by the proposed agreement in the last financial year for those who worked the full year (July 2019 – June 2020).

4. The number of OS maintenance employees covered by the proposed agreement in Qld currently undertaking FIFO arrangements

As previously mentioned, we do not record FIFO arrangements for QLD workers.

5. The number of OS maintenance employees covered by the proposed agreement currently residing in regional areas (Moranbah, Dysart, Blackwater etc...)

Based on residential postcode data, 50 employees (or 8.5%) of those covered by the proposed agreement currently reside in Moranbah, Dysart, Blackwater & surrounds (postcodes 4744, 4742, 4745, 4717, 4720). As previously mentioned, 55% of all OS employees reside in a regional location (defined by the ABS as towns with a population of 1000-99,999).

With respect to OS employees covered by the scope of our proposed agreement in WA, 27 employees (or 8%) currently have a '67' postcode (Port Hedland, South Hedland, Newman etc.) recorded as their residential address.

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Please see definitions from the Black Coal Mining Industry Award below:

A.2 Definitions

A.2.1 Mineworker - Induction Level 1

Mineworker - Induction Level 1 is the entry level for a non-trade person who is undertaking the statutory/generic and/or minesite induction and who remains at this level until assessed by the employer to have successfully completed the induction requirements when they then advance to a Mineworker - Training.

A.2.2 Mineworker - Induction Level 2 / Mineworker - Training

Mineworker - Induction Level 2 is the entry level for a certificated tradesperson who is undertaking the statutory/generic and/or minesite induction. The tradesperson after successful completion of the induction phase then becomes a Mineworker - Training at this level.

A Mineworker - Training is an employee who trains in and performs the required tasks under direct supervision. This classification applies to employees until assessed by the employer as meeting the requirements to be classified as a mineworker.

A.2.3 Mineworker

A Mineworker is an employee who is assessed by the employer as competent to perform the required tasks in a variety of operating circumstances and under limited

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Black Coal Mining Industry Award 2010

supervision. An employee continues in this classification until assessed for advancement to Mineworker - Advanced.

A.2.4 Mineworker - Advanced

A Mineworker - Advanced is an employee who is assessed by the employer against the employer's available criteria as competent to perform the required tasks in all relevant operating circumstances at a level above that of a Mineworker.

A Mineworker - Advanced may be required to supervise the work of other employees.

A.2.5 Mineworker - Specialised

A Mineworker - Specialised is an employee assessed by the employer as competent to perform specialised functions beyond the level of a Mineworker - Advanced. An employee appointed to this classification will undertake a specialised role, which requires them to exercise independent discretion in undertaking functions within the bounds set by the employer.

The performance of this role may require the employee to supervise the work of other employees.

You can access full details of the classifications via Schedule A of the Award here: https://www.fwc.gov.au/documents/documents/modern_awards/award/ma000001/default.htm

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¹In relation to the Black Coal Mining Industry Award, for the purposes of the indicative annual salary figures we have provided you with, we have included the following allowances: water money, dirty work, confined spaces allowances, height money, boom welding (for the trade annual salary only) and the additional shift allowance – open cut employees.

The following table provides the minimum EA salary (ie award + 5% under the 'above award guarantee') for apprentices in the proposed Operations Services Maintenance Agreement for the key rosters worked in our Queensland deployments. We have provided indicative minimum EA salaries for all apprentice classifications, for the avoidance of doubt. The allowances used for calculating these indicative apprentice annual salary figures were the same as those used for the other Black Coal Mining Industry Award classifications.

In relation to your query regarding the distinction between non-trade and trade employees, the only difference in the indicative annualised salaries relates to the allowances which have been included. This is because, depending on the nature of the work performed by the employee, different allowances may apply to them under the Black Coal Mining Industry Award. In our calculations (and as set out in our earlier email relating to the allowances included in the indicative calculations), we have included the boom welding allowance in the indicative salaries for trade employees but not for non-trade employees. Otherwise, the calculations of the indicative salaries for trade and non-trade employees are the same.

In relation to your query regarding public holidays, it is the case that for an employee to be entitled to be paid the indicative salary it is assumed that the employee works 10 public holidays in the year. This is consistent with the proposed OS Maintenance Agreement, which requires the employee to be paid the total amount of the remuneration that would have been payable to the employee under the relevant modern award for working the same roster, and an additional amount comprising 5% of that amount. For the avoidance of doubt, we note that employees will be paid the higher of either their annualised salary specified in their contract of employment or the Minimum EA salary (5% above award guarantee), following approval of the proposed OS Maintenance Agreement. This is regardless of how many public holidays they actually work in any given year.

You have also requested casual hourly rates under the OS Maintenance Agreement. We have set out in the following table the minimum casual EA hourly rates for the key rosters worked in our Queensland deployments. These have been calculated in accordance with the OS Maintenance Agreement, that is, by dividing the annualised salary for the comparator employee by the total rostered hours of work for the comparator employee, plus a separate and distinct casual loading of 25%. It is noted that, in accordance with clause 7.5(f) of the OS Maintenance Agreement, if the amount paid for any casual engagement is less than 105% of the amount that would have been payable to that casual employee under the relevant modern award for that engagement, then the amount paid to the casual employee for that engagement shall be increased so as to make up the difference.

Roster	Level	Minimum casual hourly rate payable under Maintenance EA (non-trade)	Minimum casual hourly rate payable under Maintenance EA (trade)
BCMI AWARD			
7 days on/7 off	Mineworker - Induction Level 1	\$56.94	\$58.03
	Mineworker - Induction Level 2	\$57.99	\$59.08
	Mineworker - Training	\$57.99	\$59.08
	Mineworker	\$61.85	\$62.94
	Mineworker - Advanced	\$64.73	\$65.81
	Mineworker - Specialised	\$71.15	\$72.24
4 days on/3 off	Mineworker - Induction Level 1	\$51.84	\$52.92
	Mineworker - Induction Level 2	\$52.79	\$53.88
	Mineworker - Training	\$52.79	\$53.88
	Mineworker	\$56.29	\$57.37
	Mineworker - Advanced	\$58.89	\$59.98
	Mineworker - Specialised	\$64.72	\$65.81
7 Days, 7 Off, 7 Nights, 7 off	Mineworker - Induction Level 1	\$58.05	\$59.13
	Mineworker - Induction Level 2	\$59.11	\$60.20
	Mineworker - Training	\$59.11	\$60.20
	Mineworker	\$63.04	\$64.12
	Mineworker - Advanced	\$65.96	\$67.05
	Mineworker - Specialised	\$72.49	\$73.58

Roster	Level	Minimum annual salary payable under Maintenance EA (non-trade)	Minimum annual salary payable under Maintenance EA (trade)
BCMI AWARD			
7 days on/7 off	Post-2014 - non-adult & y12 not complete - stage 1	\$54,943.30	\$56,927.11
	Post-2014 - non-adult & y12 not complete - stage 2	\$65,136.76	\$67,120.58
	Post-2014 - non-adult & y12 not complete - stage 3	\$80,426.96	\$82,410.77
	Post-2014 - non-adult & y12 not complete - stage 4	\$95,717.15	\$97,700.97
	Post-2014 - non-adult & y12 complete - stage 1	\$60,040.03	\$62,023.85
	Post-2014 - non-adult & y12 complete - stage 2	\$70,233.49	\$72,217.31
	Post-2014 - non-adult & y12 complete - stage 3	\$80,426.96	\$82,410.77
	Post-2014 - non-adult & y12 complete - stage 4	\$95,717.15	\$97,700.97
	Post-2014 - adult - stage 1	\$85,523.69	\$87,507.50
	Post-2014 - adult - stage 2	\$103,991.74	\$105,975.55
	Post-2014 - adult - stage 3	\$103,991.74	\$105,975.55
	Post-2014 - non-adult & y12 not complete - stage 1	\$57,360.87	\$59,628.08
	Post-2014 - non-adult & y12 not complete - stage 2	\$67,924.25	\$70,191.46
	Post-2014 - non-adult & y12 not complete - stage 3	\$83,769.31	\$86,036.53
Post-2014 - non-adult & y12 not complete - stage 4	\$99,614.38	\$101,881.60	
4 days on/3 off	Post-2014 - non-adult & y12 complete - stage 1	\$62,642.56	\$64,909.77
	Post-2014 - non-adult & y12 complete - stage 2	\$73,205.93	\$75,473.15
	Post-2014 - non-adult & y12 complete - stage 3	\$83,769.31	\$86,036.53
	Post-2014 - non-adult & y12 complete - stage 4	\$99,614.38	\$101,881.60
	Post-2014 - adult - stage 1	\$89,051.00	\$91,318.22
	Post-2014 - adult - stage 2	\$108,189.24	\$110,456.46
	Post-2014 - adult - stage 3	\$108,189.24	\$110,456.46
	Post-2014 - non-adult & y12 not complete - stage 1	\$56,142.20	\$58,126.01
	Post-2014 - non-adult & y12 not complete - stage 2	\$66,505.27	\$68,489.09
	Post-2014 - non-adult & y12 not complete - stage 3	\$82,049.89	\$84,033.71
	Post-2014 - non-adult & y12 not complete - stage 4	\$97,594.51	\$99,578.33
	Post-2014 - non-adult & y12 complete - stage 1	\$61,323.74	\$63,307.55
	Post-2014 - non-adult & y12 complete - stage 2	\$71,686.81	\$73,670.63
	Post-2014 - non-adult & y12 complete - stage 3	\$82,049.89	\$84,033.71
Post-2014 - non-adult & y12 complete - stage 4	\$97,594.51	\$99,578.33	
7 Days, 7 Off, 7 Nights, 7 off	Post-2014 - adult - stage 1	\$87,231.43	\$89,215.25
	Post-2014 - adult - stage 2	\$106,006.78	\$107,990.59
	Post-2014 - adult - stage 3	\$106,006.78	\$107,990.59

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The tool allowance was not included in the indicative EA salary calculations as these salaries were calculated based on the assumption that employees will not be required to provide necessary tools and therefore would not be entitled to the tool allowance. In accordance with the proposed OS Maintenance Agreement, if an employee is required to provide any necessary tools, the tool allowance in the BCMI Award will be included in the calculation of their minimum salary entitlement. This also applies in relation to the meal allowance – the indicative salaries have been calculated on the basis that no employee will be required to work overtime past their shift without being notified at least on the previous day, and therefore that no employees will be entitled to the meal allowance. However, if an employee is required to work overtime past the end of their shift such that they would be entitled to the meal allowance, this will be included in the calculation of their minimum salary entitlement.

With respect to your question regarding what occurs if an employee is required to work more than five hours without a break, OS has agreed to this proposal as employees will not be required to work more than five hours without a break.

Our proposed agreement does not contain periodical salary increases. Minimum wage increases under the EA are guaranteed insofar as they will increase relative to the annual review of minimum rates by the Fair Work Commission. In addition, all OS employees will have an annual salary review for their contractual salaries conducted to ensure our salaries remain market competitive.

Appendix 5 - OS Maintenance Agreement Proposals & Responses

Proposals highlighted in yellow represent those responded to during the meeting on 10 March 2021. Responses to all other proposals were provided during the meeting on 17 February 2021.

Raised by	Proposal topic	Proposal description	Company's response
CFMMEU AMWU AWU	Clause 2 - Coverage	<p>CFMMEU QLD Coal Agreement</p> <ul style="list-style-type: none"> • Employees who fall under Schedule A of the Black Coal Mining Industry Award • Unions • OS ACPM Pty Ltd <p>AMWU (QLD) Three separate agreements covering QLD, NSW and WA respectively.</p> <p>AMWU (WA) A WA specific agreement which excludes rail and port operations.</p> <p>AWU Two separate agreements covering:</p> <ul style="list-style-type: none"> • Coal Maintenance • Metalliferous & other Non-Coal Maintenance • Covers OS employees engaged in maintenance • Covers relevant unions 	<p>OS has a national business model and works across Minerals Australia. We want an Agreement for our workforce that covers our Maintenance 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>
CFMMEU	Clause 3 - Relationship with Other Instruments and the NES	<ul style="list-style-type: none"> • Override and replaces the BCMI Award and all other awards and instruments • NES to apply 	<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>

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Raised by	Proposal topic	Proposal description	Company's response
CFMMEU AWU	Clause 4 - Term of Agreement	CFMMEU <ul style="list-style-type: none"> Maximum 3 year term AWU <ul style="list-style-type: none"> Maximum 3 year term Requirement to commence bargaining 6 months before nominal expiry 	<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 agreeing a simple, safety net Agreement with our employees.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AWU	Clause 5 - Types of Employment	CFMMEU – QLD <ul style="list-style-type: none"> FT – 35 ordinary hours per week averaged over roster cycle PT – works less than an average of 35hrs per week, averaged over roster cycle Received on a pro rata basis, equivalent pay and conditions to those of FT employees who do the same work PT employee's arrangements to be agreed in writing between the Co and the employee All time worked in excess of mutually agreed hours will be OT and paid for as per rates in OT clause (10) AWU <ul style="list-style-type: none"> FT – 35 ordinary hours per week PT – proportional benefits and pay based on 35 ordinary hrs per week Temporary – fixed term or specified task, no longer than 12 months 	<p>We believe the clause as currently drafted fairly reflects the industry conditions for OS' customers in accordance with our proposed 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. Accordingly, OS does not accept this proposal.</p>
CFMMEU AMWU	Clause 6 - Duties	CFMMEU <ul style="list-style-type: none"> The Company will not allocate tasks in a manner which promotes deskilling Employees will undertake training aimed at maintaining and enhancing work skills & performance Where employees are required to temporarily work away from their ordinary location, all time spent outside 	<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>

Raised by	Proposal topic	Proposal description	Company's response
		<p>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.</p> <ul style="list-style-type: none"> Where the notice required is not available, then less notice may be given by agreement and the employee will be paid at overtime rates for all work from time of change of shift until the expiration of that notice period Classification structure yet to be determined Apprentices and Trainees may be employed by the Company under the Agreement. <p>AMWU</p> <ul style="list-style-type: none"> Employees cannot be transferred without their consent and if the transfer does not result in the employee being worse overall. 	<p>The OS business model and our point of hire approach enables OS to transfer employees 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. 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>Clause 6.4 of the proposed Agreement already provides that Apprentices and Trainees may be employed by the Company under the Agreement.</p> <p>For the reasons outlined above, OS does not accept this proposal.</p>
CFMMEU AWU	Clause 6.2 - Training	<p>CFMMEU</p> <ul style="list-style-type: none"> The Company shall provide relevant training and payment for the renewal of statutory licenses for all employees required to utilise these in the course of employment If an employee has to travel to attend training, the Company will provide <ol style="list-style-type: none"> transport, accommodation and meals, payment or TOIL; and payment or TOIL for travel time on RDO Where the Company requests or offers employees to undertake training outside of their normal shift, the employee will receive OT payment for the period of the training If training is conducted on a rostered shift, there will be no loss of pay for that day 	<p>We believe the current clause 6.2 of the proposed OS Agreement adequately covers the provision of, and support for, training. 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>

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Raised by	Proposal topic	Proposal description	Company's response
		<p>AWU</p> <ul style="list-style-type: none"> • Training requirements limited to training of other OS employees 	
CFMMEU AMWU AWU	Clause 7 - Remuneration	<p>CFMMEU</p> <ul style="list-style-type: none"> • Wages and annual increases to be included in Agreement. Specific details yet to be tabled. <p>AMWU</p> <ul style="list-style-type: none"> • Guaranteed wage increases • Defined based hourly rate • Defined shift loadings (night shift) <p>AWU</p> <ul style="list-style-type: none"> • All classification rates, wages and salary bands to be included in the agreement • Annual increases on commencement and on anniversary of agreement 	<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 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>

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Raised by	Proposal topic	Proposal description	Company's response
CFMMEU AWU	Clause 7.4 - Overtime	<p>CFMMEU</p> <ul style="list-style-type: none"> • Employees to have at least 10 consecutive hours off duty between the work of successive days • Where an employee does not get a 10 hour rest between shifts, the employee will be released from duty until the employee has had 10 consecutive hours off duty with no loss of pay for the following shift • If the employee is instructed to resume work without having had 10 consecutive hours off duty, the employee will be paid at OT rates until the employee is released from duty • An employee who is recalled to work OT after leaving the mine will be paid for at least four hours work • Employee will be paid \$15 meal allowance for meal breaks during non-rostered OT • Proposal for OT rates yet to be determined <p>AWU</p> <ul style="list-style-type: none"> • 10 consecutive hours off duty between work on successive days • Minimum four hours work at OT rate to be paid for a call back • Paid meal breaks to be an entitlement for OT • Unrostered OT to be paid at double time 	<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>
CFMMEU AMWU AWU	Clause 8- Superannuation	<p>CFMMEU</p> <ul style="list-style-type: none"> • Default Super Fund to be Mine Super • The Company's contribution on behalf of employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> • An employee can request that the employee will forgo part of their annual salary otherwise payable under this 	<p>Increasing superannuation contributions to 10% would increase our costs and may put our competitiveness at risk. Additionally, changing the default fund to Mine Super is not in line with our proposed scope.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<p>Agreement and in lieu pay this amount in the employees nominated superannuation fund</p> <p>AMWU</p> <ul style="list-style-type: none"> • Super payable on all regular rostered hours and bonus at 10% and matching with any further legislated increases. <p>AWU</p> <ul style="list-style-type: none"> • Default fund to be traditional industry funds such as Australian and Mine Super 	<p>We believe the clause as it is currently drafted adequately captures that superannuation will be paid in accordance with current legislation, including any legislated increases.</p> <p>For these reasons, OS does not accept this proposal.</p>
<p>CFMMEU AMWU AWU</p>	<p>Clause 9 - Hours of Work</p>	<p>CFMMEU</p> <ul style="list-style-type: none"> • 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. • 12.5hrs maximum rostered hours in any one shift and a minimum break of 10 consecutive hours between shifts • Start and finish times clause TBD • Employees 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. • Payment of OT will be given if less notice is given • The Company may only introduce a new roster following consultation, and with the agreement of the majority of affected employees • Consultation process yet to be defined • Rosters yet to be defined <p>AMWU</p> <ul style="list-style-type: none"> • Defined start and finish place <p>AWU</p> <ul style="list-style-type: none"> • Rosters based on 35 ordinary hours per week, avg over roster cycle • 12.5hr maximum rostered hours and a minimum break of 10 consecutive hours between shifts 	<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 ordinary hours of work in accordance with clause 20 of the 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>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> For residential & FIFO employees work is considered to have commenced at arrival at the workplace and considered finished on departure from the workplace 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 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 Change of shift only with one weeks' notice or by mutual agreement New rosters introduced only by agreement Start and finish places by agreement 	
CFMMEU AWU	Clause 9.6 - Meal breaks	<p>CFMMEU</p> <ul style="list-style-type: none"> An employee is entitled to a meal break of 30minutes for each five hours worked An employee will not be required to work for more than 5 hours without a meal break Where an employee will work for more than 5 hours without a break, the employee will be paid for any work beyond 5 hours at the applicable OT rate until a meal break is taken Time taken to travel to or from the place of designated crib will be counted as time worked <p>AWU</p> <ul style="list-style-type: none"> Entitlement to 30minute crib break every 5 hours worked No employee will be required to work more than 5 hours without a break for crib All breaks to be counted as time worked 	<p>OS agrees to update the drafting of this clause to reflect that employees will be entitled to a 30 minute break for every five hours worked, and that employee's will not be required to work more than five hours without a break.</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>Other than amending meal break timings as outlined above, OS does not agree to any further amendments to this clause in the Agreement.</p>

Raised by	Proposal topic	Proposal description	Company's response
CFMMEU AMWU ETU AWU	Clause 10 - Public Holidays	<p>CFMMEU</p> <ul style="list-style-type: none"> • Employees to be entitled to have all gazetted Public Holidays off without loss of pay • The Company may make reasonable requests for employees to work on PHs (except Christmas & Boxing Day) • Christmas & Boxing day (25 and 26 December) shall be nonworking days, however the Company may call for volunteers to work on those days • Travel obligations for mid-swing days off to be determined • Employees 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 hour <p>AMWU</p> <ul style="list-style-type: none"> • Employees will not be required to work Christmas/Boxing Day unless through a volunteer process • Triple the ordinary rate will apply for working these dates. All other PHs when rostered to work also at triple the ordinary rate • Any employees required to work for genuine operational reasonable paid triple time for duration of shift <p>ETU</p> <ul style="list-style-type: none"> • Christmas and Boxing Days (25 and 26 December) shall be non-working days, observed from the commencement of night shift prior to Christmas Day (6pm on the 24th of December) for a period of 48 hours. <p>AWU</p>	<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> <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>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> Employees have an entitlement to all gazetted PHs off without loss of pay Company may make reasonable requests for employees to work PHs 25 and 26 December are nonworking days, however employees may volunteer to work All time worked on a PH and nonworking day to be paid at double time Where an employee is rostered off, the employee to be paid at base rate for the PH 	
CFMMEU AWU	Clause 11 - Annual Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> Employees 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 5 weeks for other workers Annual leave can be taken at any time with minimum 14 days' notice Annual leave to be paid at total salary, both when taken and at end of employment for any untaken annual leave <p>AWU</p> <ul style="list-style-type: none"> 6 weeks for seven day roster workers 5 weeks for other workers AL to be paid at total salary, both when taken and at end of employment for any untaken annual leave 	<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, OS does not agree to any further amendments to this clause.</p>
CFMMEU AMWU AWU	Clause 12- Personal / Carer's Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> Entitlement to 10 days at commencement of employment and annually, on each anniversary of commencement 	OS is still in the process of considering this proposal.

Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> • 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. • Payment to be made as if at work, including bonus • An additional day of paid leave will be granted where an employee is required to travel in excess of 400kms to their place of residence • In the event an employee has exhausted their leave entitlement, the employee may take unpaid leave as required • On termination, employees will be paid the rate they would have otherwise received if they were at work, including bonus, for any untaken leave accruals <p>AMWU</p> <ul style="list-style-type: none"> • Sick leave to be paid out on termination of employment • Ability to salary sacrifice sick leave on your anniversary of commencement, provided a bank of 12 months accrual remains <p>AWU</p> <ul style="list-style-type: none"> • Entitlement to 15 days at commencement of employment and annually, on each anniversary of commencement • Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household. • Payment made at total salary rate. • Notice requirements to be reasonable • Availability of unpaid personal leave – two days per each occasion 	

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for personal leave. 	
CFMMEU AWU	Clause 13 - Compassionate Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> Employees will be entitled to compassionate leave in accordance with the Act Additional day of paid leave will be granted where an employee is required to travel in excess of 400kms from their place of residence Emps will be paid as if they were at work, including bonus, while on compassionate leave <p>AWU</p> <ul style="list-style-type: none"> In accordance with the NES Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for compassionate leave. Total salary to be paid while on compassionate leave. 	<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 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>
CFMMEU	Clause 14 – Parental Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> Current policy provision to be substance of Agreement clause 	<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>

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Raised by	Proposal topic	Proposal description	Company's response
CFMMEU AWU	Clause 15 - Long Service Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> An employee 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 LSL may only be taken in a single continuous period of at least 14 days LSL can be taken at any time provided that reasonable notice is given by the employee and the operations of the Mine will not be affected by the granting of leave Where an employee 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 <p>AWU</p> <ul style="list-style-type: none"> In accordance with state and territory LSL acts or eligible at 7 years whichever is better for the employee Payment made at total salary 	<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>
CFMMEU AWU	Clause 16 - Community Service Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> In accordance with NES Employees attending jury duty will be paid on a no loss of earnings basis for the period of jury service, and will refund the Company any amount they receive for attending Employees 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 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 Other reserve commitments will be in employees own time, however employees may be granted LWOP when 	<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> <p>As this is already provided to Employees as a matter of policy, OS does not accept the proposal.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<p>such commitments fall on a day they are rostered to work</p> <ul style="list-style-type: none"> Councillors allowed up to two shifts per month to attend Council meetings, and will be paid on a no loss of earnings basis <p>AWU</p> <ul style="list-style-type: none"> In accordance with NES, plus: Employees to be paid at total salary for period of jury service, and to refund to company any amount paid for attending jury duty Employees attending emergencies for SES, fire brigade, ambulance etc when would otherwise be working to be paid on a no loss of earning basis. 	
ETU	Clause 17 – Leave to deal with Family and Domestic Violence	<p>ETU</p> <ul style="list-style-type: none"> Employee absent from work because of a family crisis entitled to leave up to one day on each occasion without loss of pay or leave entitlements 10 days paid leave for each 12 months of service to deal with family and domestic violence Leave does not accumulate year to year Evidence & confidentiality requirements 	<p>This is a matter dealt with by a policy outside of the Agreement. The BHP Family and Domestic Violence Support Policy provides paid entitlements which are more generous than those proposed, including leave entitlements, emergency accommodation and emergency financial support where an employee is impacted by family and domestic violence.</p> <p>OS Employees have access to the benefits of this policy that applies to employees in the wider BHP group globally.</p> <p>As this is already provided to Employees as a matter of policy, OS does not accept the proposal.</p>
CFMMEU AMWU ETU AWU	Clause 18 – Issue Resolution Procedure	<p>CFMMEU</p> <p>Full draft clause provided. As a summary:</p> <ul style="list-style-type: none"> Deals with all matters relating to employment, even if not dealt with in agreement Status quo until dispute resolved Representation at all levels 	<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>

Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> • Matters to be dealt with at appropriate level without undue involvement of those not directly involved • Conciliation and Arbitration available at FWC (or other arbitrator/mediator/ conciliator by agreement) • FWC decision binding on parties and those bound by Agreement • 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. <p>AMWU</p> <ul style="list-style-type: none"> • Arbitration to be compulsory and can be accessed and utilised by parties to the Agreement for matters arising under the EBA, the Award, the NES and during the course of employment. <p>ETU</p> <p>Full draft clause provided. As a summary:</p> <ul style="list-style-type: none"> • Deals with disputes arising under Agreement. NES or in the course of employment • 5 step process • Either party may refer to FWC arbitration <p>AWU</p> <ul style="list-style-type: none"> • Deals with all matters relating to employment, even if not dealt with in agreement • Status quo until dispute resolved • Representation at all levels • Matters to be dealt with at appropriate level without undue involvement of those not directly involved • Conciliation and Arbitration available at FWC (or other arbitrator/mediator/ conciliator by agreement) • FWC decision binding on parties and those bound by Agreement 	

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> 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. 	
CFMMEU	Clause 19 - Individual flexibility	Full draft clause provided. As a summary: <ul style="list-style-type: none"> IFAs to cover cashing out of annual leave, parental leave arrangements, flexible work arrangements that facilitate workplace diversity, job share arrangements & taking annual leave over longer periods than an employee's accrued entitlement. 	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> . Accordingly, OS does not accept this proposal.
CFMMEU ETU	Clause 20 – Management of change / Consultation	CFMMEU Model clause ETU Full draft clause provided as per Record of Meeting 17 February 2021 Appendix 2.	The ETU's proposal is not in accordance 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. We believe the clause as currently drafted adequately deals with consultation by referring to the process to be followed to be in accordance with the process that is prescribed in model consultation term in the <i>Fair Work Regulations 2009</i> . This is consistent with the CFMMEU's proposal. On this basis, OS does not accept the ETU's proposal.
CFMMEU AMWU AWU	Clause 21 - Redundancy	CFMMEU <ul style="list-style-type: none"> When the Company is considering redundancies, the Company will first: <ul style="list-style-type: none"> consider reducing the number of labour hire employees and contractor employees across the operation where the work performed is not considered specialist work Following this, the Company will offer voluntary redundancies Where a surplus of employees still exists, and cannot be addressed through natural attrition, the surplus will be addressed by: 	With respect to: <ul style="list-style-type: none"> 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 as possible to employees about ongoing employment. Voluntary redundancy (VR) – enabling VRs where alternative employment opportunities exist would increase costs and may hinder OS meeting its contractual obligations.

Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> ➤ Redeployment of employees to another task within the operation; and ➤ Transfer of employees to another operation. • After all the above steps have been taken, the Company 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 • Severance pay following termination of Employment for redundancy is equal to three weeks' pay (at the rate the employee would have received if at work, including bonus) for each completed year of service • Minimum payment due to employees is four weeks' pay <p>AMWU</p> <ul style="list-style-type: none"> • The implementation of a redundancy scheme specific for OS employees <p>AWU</p> <ul style="list-style-type: none"> • Provision of voluntary redundancies in the first instance with retraining and redeployment obligations 	<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>
CFMMEU AWU	Paid suspension	<p>CFMMEU</p> <ul style="list-style-type: none"> • In circumstances where an employee's conduct may lead to disciplinary action, the Company may suspend the employee without loss of pay during the investigation • The appropriate period of any suspension will be determined by the Company • The employee will be notified in writing by the Company of their suspension and any progress updates of the investigation to be provided on a regular basis (minimum weekly) 	<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</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> The Company will provide reasonable notice of any meetings the employee is required to attend, and will arrange return transportation between their place of residence and the mine for attendance at these meetings Employees entitled to a representative during any meeting <p>AWU</p> <ul style="list-style-type: none"> Any suspension to be without loss of pay during investigation. Entitlement to representative during all related meetings. 	<p>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>
CFMMEU AWU	Stand down	<p>CFMMEU</p> <ul style="list-style-type: none"> The Company may stand down an employee for part or all of the shift in circumstances such as refusal of duty, neglect of duty, misconduct or if the employee cannot be usefully employed in the employee's usual classification because of industrial action In addition to those circumstances above the Company may stand down an employee 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 The Company will take all reasonable steps to minimise the need for standing down employees, including where practical, carrying out training Employees 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 	<p>OS will consider periods of stand down in accordance with 524 of the Fair Work Act 2009.</p> <p>Accordingly, OS does not accept this proposal.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> Any employee stood down under this clause will continue to have their service recognised for the purposes of continuous service <p>AWU</p> <ul style="list-style-type: none"> Limited to machinery break down or stoppage for any cause of 10+ consecutive days Company to minimize any requirement for stand down through providing training; Employees can take any outstanding leave entitlements or LWOP; Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment. 	
<p>CFMMEU AMWU AWU</p>	<p>Transport and accommodation</p>	<p>CFMMEU</p> <ul style="list-style-type: none"> For employees who commute, the Company to provide transport outside working hours in line with nominated commute work patters 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 For employees who reside in the community, the Company will provide transport from the village to the mine (and return) Where an employee fails to access the company supplied transport at the nominated time and location, an employee 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 employee can demonstrate that the failure was not reasonably within their control 	<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>With respect to permanent rooms, individual camps operate under different contracts. For the majority of the OS workforce, 'back to back' rooms are provided to maximise accommodation utilisation and minimise costs. We are unable to offer permanent rooms to all OS employees due to differing camp arrangements and the increased costs this would add.</p> <p>With respect to the ability to salary sacrifice Alliance flights in/out of Moranbah, the salary sacrifice policy only allows</p>

Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> • If the employee is required to work extended hours and misses the opportunity for company supplied transport, the Company will arrange transport for the employee • Employee receives no payment for travel under this clause • 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 the employee • Accommodation allowance yet to be determined for individuals who reside in the local community <p>AMWU (QLD)</p> <ul style="list-style-type: none"> • OS to pay for employees' flights to and from work. Where an employee cannot get a flight to their point of hire within 12 hours after the cessation of their final shift; OS will pay ordinary time until the employee arrives back at their point of hire. • Housing allowance for Moranbah, Dysart and Blackwater residences. <p>AMWU (WA)</p> <ul style="list-style-type: none"> • Permanent rooms for employees based at Newman and Port Hedland. <p>AWU</p> <ul style="list-style-type: none"> • For commute: <ul style="list-style-type: none"> ○ 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 ○ Non-share village accommodation; ○ Supply of three meals per day; • For residential: 	<p>automatic bookings to be made directly in the Amex Global Business Travel portal GDS (global distribution system). GDS is a requirement as part of BHP and ATO process for Salary Sacrifice. Alliance Airlines is not set up to load their flights in the GDS. For smaller airlines, having their airfares loaded in the Amex Global Business Travel portal GDS is a complex set up process and can take some time to implement. It is up to the individual airline to have their airfares loaded in the GDS and manage any supporting processes. OS is working with Alliance to encourage them to add their flights to the GDS, however this is out of our control to manage.</p> <p>For these reasons, OS does not accept this proposal.</p>

Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> ○ Company to provide transport from village to the mine; ○ Residential allowance payable ● Where an employee works extended hours affecting ability to access company supplied transport, company will arrange alternate transport. <p>Employee Bargaining Representatives</p> <ul style="list-style-type: none"> ● Permanent rooms in camp ● Paid travel time for FIFO employees in the Black Coal Mining Industry ● Rent assistance for those who elect to live in local communities ● Ability to salary sacrifice Alliance flights in/out of Moranbah 	
CFMMEU AWU	Inclement weather	<p>CFMMEU</p> <ul style="list-style-type: none"> ● Full draft clause provided as per Record of Meeting 17 February 2021 Appendix 3. <p>AWU</p> <ul style="list-style-type: none"> ● If wet or dangerous weather prevents normal work or results in a shut down then ● Employees 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 ● Applies if employees isolated in camp or local community while on roster. ● If unable to return to camp or local community for any time outside normal rostered shift length, employee to be paid applicable overtime rate. ● If wet weather prevents travel between camp and place of residence: <ul style="list-style-type: none"> ○ No expectation that employees travel an alternate route; 	<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>

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		<ul style="list-style-type: none"> ○ Paid total salary for first two days unable to attend work; ○ Annual leave or LWOP for days thereafter ● Commute employees unable to return to place of residence due to weather will be provided accommodation in the local community and alternative travel arrangements. 	
CFMMEU AMWU	Accident pay	<p>CFMMEU</p> <ul style="list-style-type: none"> ● 39 weeks from date of injury of employee's salary plus bonus; ● Further 39 weeks, 80% of salary plus bonus, or 35 hour rate at ordinary time plus bonus, whichever is greater. ● Part of week incapacity results in pro-rata payments based on above. ● Intermittent absences from one injury to be cumulative. ● Company not to seek to remove itself from jurisdiction of CSMH Act 1999 (Qld) and Workers' Compensation and Rehabilitation Act 2003 (Qld). <p>AMWU</p> <ul style="list-style-type: none"> ● Accident pay in the agreement that reflects 78 weeks paid as if at work (no loss of earnings). 	<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"> ● First 39 weeks at 100% of your normal weekly pay; ● Further 39 weeks at 85% of your normal weekly pay. <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>
CFMMEU AWU	Call backs	<p>CFMMEU</p> <ul style="list-style-type: none"> ● Call back provisions have been provided for in Clause 10 - Overtime of the CFMMEU – QLD's draft Agreement (Record of Meeting 17 February 2021 - Appendix 3) <p>AWU</p> <ul style="list-style-type: none"> ● Minimum four hours work at OT rate to be paid ● If job can be performed in less time, no requirement to work the full four hours 	<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>

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		<ul style="list-style-type: none"> 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) Paid meal breaks to be an entitlement for OT Unrostered OT to be paid at double time 	Accordingly, OS does not accept this proposal.
CFMMEU ETU AWU	Work clothing	<p>CFMMEU / AWU At commencement:</p> <ul style="list-style-type: none"> 5 x shirts 5 x trousers or 5 x overalls 1 x safety boots 1 x winter jacket 1 x light / spray jacket Prescription safety glasses (and spare glasses) as required <ul style="list-style-type: none"> Items replaced on fair wear and tear basis, incl when damaged, destroyed or lost, at no cost to Employee Entitlement to six additional items of industrial outer clothing annually “annual basis” means one year from the anniversary of an Employee's commencement date with the Company <p>ETU As above and:</p> <ul style="list-style-type: none"> The Company will provide for soiled clothing to be replaced where excess soiling occurs during the Employees rostered shifts. The Company will continue to provide overalls for excessive soiled tasks. The Company will use its best endeavours to source the above work clothing from a suitable Australian clothing company. 	<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 as a result of their work clothing getting excessively soiled in the course of their role, they should speak with their Line Leader. For these reasons, OS does not accept this proposal.</p>

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<p>CFMMEU AWU</p>	<p>Medicals</p>	<p>CFMMEU</p> <ul style="list-style-type: none"> • Upon notification by the Company, employees will be required to undertake a statutory health assessment in accordance with sections 46 and 47 of the CMS&H Act • 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 employee who participates in a statutory health assessment on a rostered day off. • Extra payment equivalent to 30min OT will be paid where an x-ray is required • Attendance at a health assessment is not considered time worked • Where the Company has provided reasonable prior notification to the employee that their statutory health assessment is expiring, the employee 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 • The Company will ensure that all necessary costs are met prior to an employee attending Statutory Health Assessment <p>AWU</p> <ul style="list-style-type: none"> • Will only be conducted in line with respective state safety legislation • Employees can choose to use their own GP and all medicals will be conducted in paid time for all participants (employee and GP) 	<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>
<p>CFMMEU AWU</p>	<p>Representatives</p>	<p>CFMMEU</p> <ul style="list-style-type: none"> • An employee may nominate a representative of their choice to represent them in relation to matters arising 	<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,</p>

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		<p>under this Agreement or in the course of their employment.</p> <ul style="list-style-type: none"> 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 to arrange a mutually convenient time The representative will make every reasonable effort to attend the meeting <p>AWU</p> <ul style="list-style-type: none"> Acknowledgement of the right for workplace representatives to be able to assist and represent members about all employment matters with no loss of pay 	<p>employees are offered and entitled to have a support person (which may be a union representative) in appropriate circumstances.</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>
CFMMEU AMWU AWU	Bonus	<p>CFMMEU</p> <ul style="list-style-type: none"> Bonus to be included in the Agreement. <p>AMWU</p> <ul style="list-style-type: none"> \$15,000p.a. fixed bonus, paid weekly. <p>AWU</p> <ul style="list-style-type: none"> Principles of the bonus system to be referenced in the Agreement. 	<p>A fixed bonus would significantly increase our costs, and is not referable to seeking to reward individual performance and effort.</p> <p>OS employees are already eligible to participate in the OS Short Term Incentive Scheme. This is a performance-based bonus which rewards individual effort and excellence.</p> <p>For these reasons, OS does not accept this proposal.</p>
ETU	Electrical safety representatives	<p>The Electrical Tradespeople employed at the Mine will annually elect one permanent Electrical Tradesperson who will be designated the "Electrical Safety Representative". This appointment shall be notified in writing, to the Site Senior Executive.</p> <p>Each Electrical Safety Representative shall, where required, be given the necessary time to:</p>	<p>If applicable, this role is met by the host sites where OS is deployed in Queensland. Additionally, this is specifically related to coal mining only, which is misaligned with our proposed scope of a national Agreement.</p> <p>On this basis, OS does not accept this proposal.</p>

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		<p>(a) Confer with the Electrical Inspector of Coal Mines whilst this inspector is on site; and</p> <p>(b) Accompany this Inspector on any inspection on site; and</p> <p>(c) Following notification, be permitted to inspect the scene of any onsite electrical accident/incident.</p> <p>The relevant Supervisor shall be notified of this request by the Electrical Safety Representative.</p> <p>The Company will approve training leave for the Electrical Safety Representative of the Mine to attend an approved annual Electrical Safety Conference</p>	
ETU	Licenses	<p>The Company shall provide the relevant training and payment for the renewal of all statutory licences and/or competencies, inclusive of High Voltage Switching Course and Refresher for all Engineering Employees required to utilise such licenses in the course of their normal employment with the Company.</p>	<p>This proposal is not in line with our objective of having a simple, safety net agreement. OS has a custom and practice of reimbursing training and license costs where the training and / or license is required for an employee to fulfil their role.</p> <p>Accordingly, OS does not accept this proposal.</p>
AMWU ETU	Maintenance Allowances	<p>AMWU Tool and trade allowance</p> <p>ETU General Maintenance Allowance Employees who work in the Maintenance Department will be paid a Maintenance Allowance of \$2,000 per year.</p> <p>2. Tool Allowance</p> <p>Employees who work in the Maintenance Department and who are required by the Company to provide their own tools will be paid a Tool Allowance of \$2,000 per year.</p> <p>3. Electrical Licence Allowance:</p> <p>Employees who are:</p> <ul style="list-style-type: none"> • licensed electricians; and • required to perform electrical work; and 	<p>This proposal would increase our costs and may put our competitiveness at risk. With respect to:</p> <ul style="list-style-type: none"> • A maintenance / electrical license allowance: OS considers the remuneration maintenance personnel, including electricians, receive adequately compensates them for their skills, experience and the nature of their work. • A tool allowance: For most OS maintainers, small hand tooling is provided by the individual as per their role requirement and specified in individual contracts of employment. Larger tools and equipment are provided by the site where an employee is working. <p>For these reasons, OS does not accept this proposal.</p>

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		<ul style="list-style-type: none"> are required to hold and maintain an electrical license recognized by the Electrical Safety Office; and appointed by the Electrical Engineering Manager, <p>Shall be paid an Electrical Licence Allowance of \$2,000 per year.</p>	
ETU	Pandemic leave	<ul style="list-style-type: none"> In the event of a pandemic effecting the workplace (or an Employee/ or Employees of the workplace) and where the Employee/s cannot access the workplace for their rostered shifts, the Employee will have access to 10 days of Paid Pandemic Leave. This leave is not cumulative and does not come out of the Employee's accrued entitlements (Annual Leave, Personal/Carer's Leave etc.) and can only be accessed once the Employee has provided the sufficient evidence required. 	<p>This proposal would increase costs and limit our flexibility to respond to a pandemic depending on its unique circumstances. Throughout the course of the COVID-19 pandemic, OS responded in a way which provided support to employees that was more generous than required, including enabling employees deemed to be at high risk if they contracted COVID-19 to be absent from the workplace but paid as if they were at work for an extended period.</p> <p>We will continue to assess OS' response to the COVID-19 pandemic (or any pandemic) and the impact to employees as appropriate. This is in OS' interest to ensure business continuity in any event.</p> <p>For these reasons, OS does not accept this proposal.</p>
AWU	Income Protection	<ul style="list-style-type: none"> The Company will provide for an income protection scheme that provides employees with up to 52 weeks of salary continuance from the date of injury / illness at the employees normal salary plus bonus The income protection provisions can only be accessed after the employee has exhausted all personal leave entitlements The Company not to seek to remove itself from the relevant jurisdiction of the state workers compensation schemes where the Company operates 	<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>