

Operations Services Production Agreement

Record of Meeting



Date 04 August 2021
Location Videoconference via Webex
Attendees See Appendix 1
Meeting Open: 10:00am (AEST)
Meeting Close: 11:00am (AEST)

Agenda

1. Introduction & agenda
2. Updated positions since last meeting
3. Discussion on current bargaining positions
4. Logistics for next meeting

Summary

Introduction & Agenda	OS shared the agenda for the meeting
Updated positions since last meeting	<p>OS has now considered the revised proposals tabled by the CFMMEU (QLD) on 29 June 2021, as well as the points raised during discussion at the last bargaining meeting.</p> <p>OS tabled its response to the CFMMEU, as well as its updated position in regards to Superannuation and Long Service Leave. All OS proposals and responses to date are outlined in Appendix 2.</p>
Continued discussion on current bargaining positions	<p>Discussion of the current proposed draft OS Production Agreement continued.</p> <p>OS acknowledged that it has, and will continue to, respond to proposals of bargaining representatives during the course of bargaining, and that the positions discussed in the meeting are in relation to the proposed OS Production Agreement.</p> <p>OS tabled a number of revised positions that it might seek to take on the proviso that the Union Bargaining representatives further consider their position and make concessions in areas including remuneration, meal breaks, personal/carers leave and termination of Employment (see Appendix 3). Both unions agreed to consider and respond to these positions at the next meeting.</p> <p>OS formally requested that all Union Bargaining representatives table their outstanding proposals by (or at) the next bargaining meeting in respect of classifications, salaries, bonus, hours of work & allowances.</p>
Next Meeting	The next OS Production bargaining meeting has been scheduled for 09 September 2021.

Actions

Union bargaining reps to table outstanding proposals by (or at) the next bargaining meeting in respect of classifications, salaries, bonus, hours of work & allowances.	CFMMEU AWU	09 September 2021
Union bargaining reps to consider and respond to proposals put forward by OS as reflected in appendix 3	CFMMEU AWU	09 September 2021

Operations Services Production Agreement

Record of Meeting



Appendix 1

Attendance List	
Shane Roulstone	AWU
Mitch Hughes	CFMMEU QLD
Drew Watson	Employee Bargaining Representative
Danielle Annand	Employee Bargaining Representative
Brodie Allen	Employee Bargaining Representative
Dave Pritchard	Employee Bargaining Representative
Tim Petrie	Employee Bargaining Representative
Harriet Daniels	Employee Bargaining Representative
Laura Martell	Specialist Employee Relations
Dean Scott	Manager Production
Alli Chauncy	Principal Employee Relations

Appendix 2 OS Production Agreement Proposals and Responses

Proposals highlighted in yellow represent those responded to during the meeting on 04 August 2021.
Responses to all other proposals were provided over the course of previous bargaining meetings.

	Updated proposals & responses since last bargaining meeting
--	---

**OS Production Agreement - Proposals & Responses
As at 04 August 2021**

Proposal topic	Proposal Summary	Company's response
Clause 2 - Coverage	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> OS MCAP Pty Ltd Employees who fall under Schedule A of the Black Coal Mining Industry Award who perform Production work in QLD Unions <p>AWU</p> <ul style="list-style-type: none"> Two separate agreements covering: <ul style="list-style-type: none"> ➤ Coal Production; and ➤ Metalliferous and other non-Coal Mining Production Covers OS non coal Employees engaged in Production Unions <p>CFMMEU – NSW</p> <ul style="list-style-type: none"> OS Employees only working at the Mt Arthur Coal Mine 	<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>CFMMEU – QLD</p> <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>

Proposal topic	Proposal Summary	Company's response
Clause 4 - Term of Agreement	CFMMEU – QLD <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 a simple, safety net Agreement with our employees. For these reasons, OS does not accept these proposals.</p>
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 EE's who do the same work PT EE's arrangements to be agreed in writing between the Co and the EE All time worked in excess of mutually agreed hours will be OT ad 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.</p> <p>Accordingly, OS does not accept this proposal.</p>
Clause 6 - Duties	CFMMEU – QLD <ul style="list-style-type: none"> The Co will not allocate tasks in a manner which promotes deskilling EE's will undertake training aimed at maintaining and enhancing work skills & performance 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. 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 Classification Structure yet to be determined 	<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</p>

Proposal topic	Proposal Summary	Company's response
		<p>(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>
Clause 6.2 - Training	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> 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 If an EE has to travel to attend training, the Co will provide <ul style="list-style-type: none"> a) transport, b) accommodation and meals, c) payment of TOIL; and d) payment of TOIL for travel time if EEs are required to travel on an RDO 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 If training is conducted on a rostered shift, there will be no loss of pay for that day <p>AWU</p> <ul style="list-style-type: none"> Training requirements limited to training of other OS EEs <p>CFMMEU – NSW</p> <ul style="list-style-type: none"> A training clause which enables EEs to access training on different pieces of equipment 	<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>CFMMEU – QLD</p> <ul style="list-style-type: none"> Claim regarding Wages (6) and Bonus (7) yet to be defined 	OS has sought to simplify the agreement by removing specific rosters and salaries. This

Proposal topic	Proposal Summary	Company's response
	<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 • Principles of bonus system to be referenced in the agreement <p>CFMMEU – NSW</p> <ul style="list-style-type: none"> • Wage increases clause yet to be defined and dependent on the outcome of negotiations • Site bonus scheme to apply dependent on production only (current site bonus scheme to apply) <p>Employee Bargaining Representative</p> <ul style="list-style-type: none"> • Pay levels according to skills (ie differentiation between skilled and non skilled Employees) • Annual percentage wage increases of 3%, 3% and 4% 	<p>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. To include specific annual wage increases within the Agreement limits our flexibility and may put our competitiveness at risk.</p> <p>For these reasons, OS does not accept this proposal.</p>

Proposal topic	Proposal Summary	Company's response
Clause 7.4 - Overtime	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> • EEs to have at least 10 consecutive hours off duty between the work of successive days • 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 • 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 • An EE who is recalled to work OT after leaving the mine will be paid for at least four hours work • EEs will be paid \$15 meal allowance for meal breaks during non-rostered OT • Claim 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>
Clause 8- Superannuation	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> • Default Super Fund to be Mine Super • The Co's contribution on behalf of EEs will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> • 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 <p>AWU</p> <ul style="list-style-type: none"> • Default fund to be traditional industry funds such as Australian and Mine Super 	<p>In light of the “superannuation stapling” reforms made by the <i>Treasury Laws Amendment (Your Future, Your Super) Act 2021</i>, which commenced operation on 23 June 2021, OS proposes the following updated wording:</p> <p>Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. If contributions are to be made by the Company to a default superannuation fund, the default fund will be a fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</p>

Proposal topic	Proposal Summary	Company's response
<p>Clause 9 - Hours of Work</p>	<p>CFMMEU – QLD</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 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. Payment of OT will be given if less notice is given The Co may only introduce a new roster following consultation, and with the agreement of the majority of affected EEs Consultation process yet to be defined Rosters yet to be defined <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 For residential & FIFO EEs 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 <p>CFMMEU – NSW</p> <ul style="list-style-type: none"> Fixed rosters table to be included in the Agreement Change of roster to be by agreement with the majority of EEs Rosters to suit residential roles only <p>Employee Bargaining Representative</p> <ul style="list-style-type: none"> Start & finish times / places to be specified in the Agreement 	<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 proposed Agreement.</p> <p>The clause as proposed reflects the size and scale of the OS business today and that we now work across different locations on many different roster arrangements. Attempting to capture all current start/finish times and places would be too complex and may reduce flexibility (for both OS and OS employees) in the future.</p>

Proposal topic	Proposal Summary	Company's response
		Other than amending the minimum break time between shifts, OS does not agree to any further amendments to this clause in the Agreement.
Clause 9.6 - Meal breaks	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> Employees are entitled to meal and rest breaks of 30 minutes for every 5 hours worked. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements. Employees will not be required to work more than 5 hours without a meal and rest break. 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 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 EE will be required to work more than 5 hours without a break for crib All breaks to be counted as time worked <p>CFMMEU – NSW</p> <ul style="list-style-type: none"> A crib clause indicating windows available to the Company to send EEs to each crib (clause to align with site fatigue management policy) 	<p>OS will accept the CFMMEU's proposed wording in respect of this clause if there is a provision added to extend the break in the event of an emergency.</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 remainder of this proposal.</p>
Clause 10 - Public Holidays	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> EEs to be entitled to have all gazetted Public Holidays off without loss of pay The Co may make reasonable requests for EEs to work on PHs (except Christmas & Boxing Day) Christmas & Boxing day (25 and 26 December) shall be nonworking days, however the Co may call for volunteers to work on those days Travel obligations for mid-swing days off to be determined 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 <p>AWU</p> <ul style="list-style-type: none"> EEs have an entitlement to all gazetted PHs off without loss of pay 	<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>

Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> • Co may make reasonable requests for EEs to work PHs • 25 and 26 December are nonworking days, however EEs may volunteer to work • All time worked on a PH and nonworking day to be paid at double time • Where an EE is rostered off, the EE to be paid at base rate for the PH <p>CFMMEU – NSW</p> <ul style="list-style-type: none"> • Christmas Day and Boxing Day to be non-rostered shifts 	<p>For these reasons, OS does not agree to the proposal.</p>
Clause 11 - Annual Leave	<p>CFMMEU - QLD</p> <ul style="list-style-type: none"> • 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 • 5 weeks for other workers • Annual leave can be taken at any time provided that reasonable notice is given by the Employee • Annual leave to be paid at total salary, both when taken and at end of employment for any untaken annual leave. • Once an employee makes application for Annual Leave, the Company must respond, in writing, approving or rejecting the Annual Leave. Where the Annual Leave application is rejected the Company must provide the employee with the reasons why the application was rejected, in writing. <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>CFMMEU – NSW</p> <ul style="list-style-type: none"> • All leave entitlements to be paid as if at work rostered rate 	<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>OS' current practice is to respond to leave requests in a timely manner, and will continue to do so for its employees, but cannot agree to any specific timeframe, or reference to a timeframe. To do so may reduce flexibility and not enable OS to account for individual circumstances.</p> <p>With respect to applications and rejections being made in writing, Employees are expected to first discuss their leave requests with their line leader, followed by the request being submitted via the SAP portal. If a leader is unable to approve leave, they will discuss the reasons why with the employee directly. This process which is driven by productive communications between employees and their line leaders has, and</p>

Proposal topic	Proposal Summary	Company's response
		<p>continues to, work for OS and its employees. Additional requirements around providing written responses reduces flexibility and unnecessarily adds administrative burden to OS.</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>
<p>Clause 12- Personal / Carer's Leave</p>	<p>CFMMEU QLD</p> <ul style="list-style-type: none"> Entitlement to 10 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 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 EE is required to travel in excess of 400kms to their place of residence In the event an EE has exhausted their leave entitlement, the EE may take unpaid leave as required Personal/ Carer's leave will be paid out on termination of employment (except where the termination is a result of serious misconduct, or the employee is within probation) and is paid at the Employee's Annual Salary rate. <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 	<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.</p> <p>OS does not accept the proposal for additional paid leave for travel as that will increase our costs.</p> <p>OS does not accept the proposal to provide separate personal leave and carer's leave entitlements. Personal/carers leave is provided as per the NES.</p> <p>OS is prepared to consider including a provision in the proposed Agreement for payment for any accrued but untaken personal/carers leave entitlements upon termination of employment in limited circumstances, but will not finalise its position on this until such time that all</p>

Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> Availability of unpaid personal leave – two days per each occasion Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for personal leave. <p>Employee Bargaining Representative</p> <ul style="list-style-type: none"> Carers leave to be separate to personal leave – as per the BMA Agreement 	<p>outstanding proposals are tabled by the Union Bargaining Representatives.</p>
<p>Clause 13 - Compassionate Leave</p>	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> EEs will be entitled to compassionate leave in accordance with the Act Additional day of paid leave will be granted where an EE is required to travel in excess of 400kms from their place of residence EEs 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>CFMMEU – NSW</p> <ul style="list-style-type: none"> All leave entitlements to be paid as if at work rostered rate 	<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>
<p>Clause 14 – Parental Leave</p>	<p>CFMMEU – QLD</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>

Proposal topic	Proposal Summary	Company's response
<p>Clause 15 - Long Service Leave</p>	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> • 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 • 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 EE and the operations of the Mine will not be affected by the granting of leave • 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 <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>OS has agreed to revise its position to include that Long Service Leave is paid at an Employee's Annual Salary rate.</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 remainder of this proposal.</p>
<p>Clause 16 - Community Service Leave</p>	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> • In accordance with NES • 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 • 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 • 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 EEs own time, however EEs may be granted LWOP when such commitments fall on a day they are rostered to work • 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: 	<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>

Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> 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. 	
<p>Clause 18 – Issue Resolution Procedure</p>	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> Refer to clause 23 <i>Dispute resolution Procedure</i> as provided for in the CFMMEU – QLD draft Agreement (Appendix 2) <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 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>CFMMEU – NSW</p> <ul style="list-style-type: none"> replace any reference to “a week” with “reasonable period” 23.2 – changed the words to “discussions between the Department Manager and/or General Manager 	<p>OS provided an updated position on 29/06/21 in respect of its proposed clause 18.</p> <p>In regards to the remaining items of this clause for which the revised proposed position does not cover, OS maintains 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 remainder of this proposal.</p>
<p>Clause 19 - Individual flexibility</p>	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> Refer to clause 24 <i>Individual Flexibility Term</i> as provided for in the CFMMEU – QLD draft Agreement (Appendix 2) 	<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>

Proposal topic	Proposal Summary	Company's response
Clause 20 – Management of change / Consultation	CFMMEU – QLD <ul style="list-style-type: none"> Clause yet to be defined 	Insufficient detail has been provided for us to consider and respond to this proposal.
Clause 21 - Redundancy	CFMMEU – QLD <ul style="list-style-type: none"> 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: a) necessary skills mix required by the business; b) individual skills and proficiency in them; c) employment record/ service; and d) cases where unsatisfactory performance has been identified and is being managed. 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 Minimum payment due to EEs is four weeks' pay AWU <ul style="list-style-type: none"> Provision of voluntary redundancies in the first instance with retraining and redeployment obligations CFMMEU – NSW <ul style="list-style-type: none"> If redundancies occur forced redeployment to apply only within the Hunter Valley coalfields. All other redeployment to be by agreement 	<p>OS has already responded to the CFMMEU's proposed clause regarding redundancy. OS' position does not change in light of the alternative wording proposed.</p> <p>With respect to:</p> <ul style="list-style-type: none"> Redeployment / transfer – the OS business model and our point of hire approach enables OS to provide as much certainty 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. <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>
Paid suspension	CFMMEU – QLD <ul style="list-style-type: none"> In circumstances where an EEs conduct may lead to disciplinary action, the Co may suspend the EE without loss of pay during the investigation The appropriate period of any suspension will be determined by the Co 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) 	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.

Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> 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 EES 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>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>CFMMEU – QLD</p> <ul style="list-style-type: none"> 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 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 The Co will take all reasonable steps to minimise the need for standing down EEs, including where practical, carrying out training 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 Any EE 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; 	<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>

Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment. 	
Transport and accommodation	<p>CFMMEU - QLD</p> <ul style="list-style-type: none"> For EEs who commute, the Co 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 EEs who reside in the community, the Co will provide transport from the village to the mine (and return) 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 demonstration that the failure was not reasonably within their control 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 EE receives no payment for travel under this clause 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 Accommodation allowance yet to be determined for individuals who reside in the local community <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 patters 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: <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>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>The Company must take steps to ensure maximum utilization of rooms to help alleviate the high demand for rooms in Company owned villages. This includes using rooms on a back to back or ad hoc basis for short-term accommodation during days off shift and leave periods. Offering permanent rooms to all OS employees would put greater stress on the already high capacity constraints and demand for rooms in Company owned villages.</p> <p>For these reasons, OS does not accept this proposal.</p>

Proposal topic	Proposal Summary	Company's response
	Employee Bargaining Representative <ul style="list-style-type: none"> • Bus from Rockhampton to Camp (and return) at the start and end of every shift • Permanent rooms for all OS employees (not just FIFO) 	
Inclement weather	CFMMEU – QLD <ul style="list-style-type: none"> • 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 • 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 • 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 • The same processes and payments as outlined in clause 26.5, 26.6 and 26.7 apply • Where the threat of the natural disaster has receded EEs are expected to return to duty as soon as possible AWU <ul style="list-style-type: none"> • If wet or dangerous weather prevents normal work or results in a shut down 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 • 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; ○ 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. 	<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>

Proposal topic	Proposal Summary	Company's response
Accident pay	<p>CFMMEU - QLD</p> <ul style="list-style-type: none"> 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 A weekly payment of {TBD} will be paid to the EE for the initial period of 39 weeks from date of injury 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 Part of week incapacity results in pro-rata payments based on above. An EE shall not be entitled to any payment in respect of any period of paid annual leave or LSL or any paid PH Where the EE recovers damages from the Co or a third party, the EE shall be 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 Intermittent absences from one injury to be cumulative in the assessment of the 78 week limitation. Company not to seek to remove itself from jurisdiction of CMSH Act 1999 (Qld) and Workers' Compensation and Rehabilitation Act 2003 (Qld). <p>CFMMEU – NSW</p> <ul style="list-style-type: none"> Accident Pay clause indicating 78 weeks payment at the rostered rate that applies to the EEs 	<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>
Call backs	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> Call back provisions have been provided for in clause 10. <i>Overtime</i> of the CFMMEU – QLD's draft Agreement (appendix 2) <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 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 	<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>

Proposal topic	Proposal Summary	Company's response
Work clothing	<p>CFMMEU – QLD & AWU</p> <p>At commencement:</p> <ul style="list-style-type: none"> ➤ 5 x shirts& 5 x trousers ➤ 1 x safety boots ➤ 1 x winter jacket ➤ 1 x light 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 (ie shirts, trousers and jackets) annually at no cost to the EE 	<p>Accordingly, OS does not accept this proposal.</p> <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>CFMMEU- QLD</p> <ul style="list-style-type: none"> • 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&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 EE 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 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 • The Co will ensure that all necessary costs are met prior to an EE attending Statutory Health Assessment <p>AWU</p> <ul style="list-style-type: none"> • Will only be conducted in line with respective state safety legislation • EEs 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>

Proposal topic	Proposal Summary	Company's response
Representatives	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> • 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. • 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 • The Co will consult the EE 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>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>AWU</p> <ul style="list-style-type: none"> • 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 • The income protection provisions can only be accessed after the EE has exhausted all personal leave entitlements • The Co not to seek to remove itself from the relevant jurisdiction of the state workers compensation schemes where the Co 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>
Higher Duties Allowance	<p>Employee Bargaining Representative</p> <ul style="list-style-type: none"> • Higher duties allowance provision in Employee handbook needs to be included in the Enterprise Agreement • Higher duties allowance to cover the entire period of time in step up role 	<p>The OS Employee Handbook speaks to entitlements offered during Step Up, Higher Duties & Secondment arrangements. In seeking to maintain a simple, safety net agreement, OS does not agree to have the terms of such incorporated into the proposed Agreement.</p>

Confidential

Proposal topic	Proposal Summary	Company's response
		<p>In addition, any additional payment for higher duties for periods of less than 90 days would significantly increase our costs and put our competitiveness at risk.</p> <p>For these reasons, OS does not accept this proposal.</p>

Operations Services Production Agreement Record of Meeting



Appendix 3

OS Production agreement - Summary of current positions on clauses as at 04 August 2021

Operations Services Production Agreement – OS summary of current positions on clauses

For meeting on 04 August 2021

Key – OS understanding of current position	
	Agreed.
	No different position indicated by bargaining representatives / somewhat agreed
	Not agreed.

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
1. Title				
1	This agreement will be known as the <i>Operations Services Production Agreement</i> (" Agreement ").			
2. Coverage				
2.1	Subject to clause 2.2, this Agreement shall cover: (a) OS MCAP Pty Ltd (ACN 626 224 655) (" the Company "); and (b) Employees of the Company employed in the classifications set out in clause 6.4 of this Agreement who undertake production activities on a mining operation (" Employees ").	Not agreed because: • CFMMEU wants to include a reference to Coal; and • AWU also wants a reference to all other mining.		
2.2	Any site specific enterprise agreement that covers and applies to the Company and any Employees working at the specific site(s) will cover and apply to the Company and those Employees to the exclusion of this Agreement.			What is it about this clause that you do you not agree with? AWU – seeking wording to say any site specific agreement would not see Employee's worse off CFMMEU – not supportive of site specific agreements. This should be the agreement that applies wherever OS is deployed.
3. Relationship with Other Instruments and the National Employment Standards				
3.1	This Agreement does not incorporate the Company's policies or procedures (notwithstanding any references to any policies or procedures in this Agreement).			
3.2	Subject to clause 2.2, while this Agreement operates in relation to an Employee, no other industrial instrument shall have effect in relation to the Employee.			
3.3	The National Employment Standards (" NES ") apply to all Employees as a minimum standard. Where there is an inconsistency between the NES and a			

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
	clause of this Agreement, the NES will apply and the clause of this Agreement will not apply, except to the extent that the clause of the Agreement provides for a more beneficial outcome for employees than the NES.			
4. Term of Agreement				
4.1	This Agreement will commence operating seven days after the Agreement is approved by the Fair Work Commission (" FWC ").			
4.2	The nominal expiry date of the Agreement will be four years after the date on which the FWC approves the Agreement.	CFMMEU and AWU are seeking a 3 year term.		
4.3	The Agreement will continue to operate past the nominal expiry date until terminated or replaced by another agreement.			
5. Type of employment				
5.1	Employees may be engaged under this Agreement as Full Time Employees, Part Time Employees or Casual Employees.	CFMMEU has requested reference to casual employees be removed		
5.2(a)	A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows: (a) in the case of an Employee to whom the <i>Mining Industry Award 2020</i> would have applied but for the operation of this Agreement— an average of 38 ordinary hours per week, averaged over their roster cycle; or [...]	CFMMEU and AWU want 35 hours not 38.		
5.2(b)	A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows: [...] (b) in the case of any other Employee – an average of 35 ordinary hours per week, averaged over their roster cycle.			
5.3(a)	A Part Time Employee is an Employee who is not a Casual Employee and is employed to work less than the following number of ordinary hours per week: (a) in the case of an Employee to whom the <i>Mining Industry Award 2020</i> would have applied but for the operation of this Agreement— an average of 38 ordinary hours per week, averaged over their roster cycle; or [...]	CFMMEU and AWU want reference to proportional benefits and less than 35 hours not 38. CFMMEU want overtime for work in excess of agreed hours.		

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
5.3(b)	A Part Time Employee is an Employee who is not a Casual Employee and is employed to work less than the following number of ordinary hours per week: [...] (b) in the case of any other Employee – an average of 35 ordinary hours per week, averaged over their roster cycle.	CFMMEU and AWU want reference to proportional benefits. CFMMEU want overtime for work in excess of agreed hours.		Do the union bargaining reps want the clause in CFMMEU draft on proportional benefits? If there are concessions by the unions in respect of this clause, in particular cease pressing claim for 35hrs, OS will look to include a provision for overtime work in excess of agreed hours. If agreed, OS will provide a draft clause AWU – will consider CFMMEU – will consider
5.4	Each Part Time Employee's rostered hours of work, including the days when they will work and their starting and finishing times, will be as agreed in writing between the Company and the Part Time Employee from time to time.			
5.5	A Casual Employee is an Employee who is engaged and paid as a Casual Employee.		Opposed to any reference to casuals being included in the Agreement	
5.6 to 5.9	5.6 A regular Casual Employee may elect to have their employment converted to full time or part time employment if the employment is to continue beyond the date when they qualify to be a regular Casual Employee. A "regular Casual Employee" for the purpose of this Agreement is a Casual Employee who has in any preceding period of six months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a Full Time Employee or Part Time Employee under the provisions of this Agreement. 5.7 The regular Casual Employee must give notice in writing to the Company at least four weeks prior to the Employee attaining such period of six months that they seek to elect to convert their employment to full time or part time employment. The Company must respond within four weeks of receiving such notice whether it consents to or refuses the election, but must not unreasonably so refuse. 5.8 Where it is agreed that the regular Casual Employee will be converted to full time or part time employment, this agreement will be recorded in writing, including recording whether the Casual Employee is converting to full time or part time employment and, if the Casual Employee is converting to part time employment, recording the matters set out in clause 5.4. 5.9 Once a regular Casual Employee has elected to become and been converted to a Full Time or Part Time Employee, the Employee may only revert to casual employment by written agreement with the Company.			
6. Duties				
6.1	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.	CFMMEU want a reference to no promoting deskilling, as well as notice requirements for travel away from ordinary location.		Is de-skilling the only area of disagreement? CFMMEU – will consider

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021									
6.2	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 others as required.	CFMMEU wants to: <ul style="list-style-type: none">delete reference to training others; andinclude wording for notice and payments when training is away from work location. AWU has proposed limiting training to other OS employees.		What notice period does the CFMMEU want for training away from ordinary location? Minimum two weeks How would this work for those without an ordinary location? The CFMMEU's proposed agreement has a scope where they would be provided with an ordinary location.									
6.3	Organisational requirements may necessitate Employees transferring to other positions, operations, or locations. Reasonable notice will be provided in these circumstances. Terms and conditions of employment will be reviewed in light of any change in responsibilities in the event of a transfer, but will remain at least as beneficial as set out in this Agreement.		CFMMEU NSW would never agree to any transfer, anywhere. AWU not opposed to transfers provided there is adequate protection for Employees (ie by agreement)										
6.4	Employees will be placed in one of the following classifications according to their responsibilities from time to time: <table><tr><th>Operation Coverage</th><th>Classification</th><th>Description</th></tr><tr><td>Non-Coal Operations</td><td>Production Technician</td><td>Operating heavy mobile equipment</td></tr><tr><td>Coal Operations</td><td>Production Technician</td><td>Operating heavy mobile equipment</td></tr></table> Trainee Production Technicians in Non-Coal Operations or Coal Operations may be employed by the Company under this Agreement.	Operation Coverage	Classification	Description	Non-Coal Operations	Production Technician	Operating heavy mobile equipment	Coal Operations	Production Technician	Operating heavy mobile equipment	No union party has provided their proposed classification structure OS requests unions to provide proposed structure for the next meeting.		OS formally requests proposals from both unions in respect of classifications at the next meeting
Operation Coverage	Classification	Description											
Non-Coal Operations	Production Technician	Operating heavy mobile equipment											
Coal Operations	Production Technician	Operating heavy mobile equipment											
6.5	An Employee's classification under clause 6.4 does not limit the duties that an Employee may be required to perform in accordance with clause 6.1.												
7. Remuneration													
7.1	Full Time and Part Time Employees will be paid an annualised salary ("Annual Salary").												
7.2-7.3	7.2 The Annual Salary payable under this Agreement to a Full-Time Employee or Part-Time Employee for working any roster will be the total of the following amounts: (a) the total amount of the remuneration that would have been payable to the Employee under the relevant modern award for	CFMMEU and AWU claims regarding wages yet to be tabled.		OS formally requests the proposals from all unions in respect of remuneration at the next meeting									

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
	<p>working the same roster; and</p> <p>(b) an additional amount comprising 5% of the amount calculated under subclause 7.2(a), being an amount paid to give effect to the "Above Award Guarantee".</p> <p>For the purposes of this Agreement:</p> <p>(i) the "relevant modern award" in relation to any Employee is the modern award that would have applied to that Employee if this Agreement did not apply to that Employee;</p> <p>(ii) the "Above Award Guarantee" is a guarantee that the Annual Salary payable under this Agreement to every Full Time and Part Time Employee will be 105% of the amount that would have been payable to an Employee under the relevant modern award for working the roster on which they are working.</p> <p>7.3 For the avoidance of doubt:</p> <p>(a) the Above Award Guarantee also applies to the Annual Salary that is payable to any Trainee employed under this Agreement; and</p> <p>(b) an Employee's Annual Salary includes compensation for any allowances, penalties or payments that would have been applicable under the relevant modern award to the roster that the Employee is working. This includes compensation for working on rosters which cover public holidays, afternoon shifts and night shifts, and any other allowances, penalties or payments applicable to the Employee's roster under the relevant modern award. For the avoidance of doubt, all of these amounts are to be included in the calculation of the remuneration referred to in clause 7.2(a).</p>			
7.4	<p>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 Annual Salary that is payable to the Employee by the number of rostered hours per annum for the Employee's roster. Alternatively, a Full Time or Part Time Employee and the Company may agree in writing to the Employee taking time off instead of being paid for a particular amount of un-rostered overtime that has been worked by the Employee.</p>			
7.5	<p>Casual Employees will be paid as follows:</p> <p>(a) An hourly rate, plus an additional and distinct casual loading of 25% for each of their rostered hours of work.</p> <p>(b) For the purpose of this clause 7.5, each Casual Employee's hourly rate will be calculated as follows: (Annual Salary for the Comparator Employee) divided by (Total rostered hours of work for the Comparator Employee), where the "Comparator Employee" is a Full Time Employee who is doing the same work on the same roster as the Casual Employee.</p> <p>(c) Any un-rostered overtime worked by a Casual Employee will be paid at double time, plus an additional and distinct casual loading of 25%.</p> <p>(d) The 25% casual loading referred to in clauses 7.5(a) and (c) is paid instead, and in lieu, of annual leave, paid personal/carer's leave, notice of termination of employment, redundancy benefits and any</p>			

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
	<p>other benefits of full time or part time employment.</p> <p>(e) On each occasion a Casual Employee is required to attend work the Casual Employee will be paid for a minimum of four hours work.</p> <p>(f) If the amount payable to any Casual Employee under subclauses 7.5(a) to (e) 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.</p>			
7.6	Remuneration will be paid at intervals determined by the Company (up to monthly), and is currently fortnightly in arrears.		Reference "up to monthly" be removed	<p>OS will agree to remove the reference to 'up to monthly' if the union bargaining representatives agree to the OS Production salary guarantee clause</p> <p>CFMMEU / AWU – will consider</p>
7.7	Payment will be by electronic funds transfer to a bank account in Australia nominated by the Employee.			
7.8	Employees may be eligible to participate in the Company Incentive Program, as amended from time to time. The Company reserves the right in its sole discretion to cancel, replace, or make any variations to any such scheme at any time.		No agreement on the basis that the union bargaining reps do not support the Company Incentive Program.	
7.9	Where an overpayment of salary or entitlements has occurred, Employees must repay the overpayment within a reasonable period of time. Where the overpayment is not repaid within a reasonable period of time, the Company is entitled to deduct and retain any overpayments from the Employee's pay, including from termination payments, to the fullest extent permitted by law.		CFMMEU - Not opposed to the recoupment of overpayment loans, but do not agree with the wording around the process of recoupment.	OS requests CFMMEU to provide wording in respect of the overpayment recovery process
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 Company's default superannuation fund shall be used. The Company reserves the right to change its default fund at any time. The Company's default superannuation fund will be a fund which offers a MySuper product.	Clause to be reviewed in light of the "superannuation stapling" reforms made by the <i>Treasury Laws Amendment (Your Future, Your Super) Act 2021</i> , which commenced operation on 23 June 2021.		<p>OS' revised position:</p> <p>Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. If contributions are to be made by the Company to a default superannuation fund, the default fund will be a fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</p>
8.2	The Company's contribution on behalf of Employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> , as varied from time to time.			

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
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				
9.1	The Company expects that an Employee's work will usually be completed in their rostered hours.			
9.2	An Employee's rostered hours of work are averaged across their roster cycle, excluding handovers.	CFMMEU & AWU have "including" handovers		
9.3	An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.			
9.4	By working these hours, Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Annual Salary is calculated on the basis that Employees will work these hours.		CFMMEU seek a cap on the number of shifts that can be worked in a row. There is currently no max/min limit of shifts/days.	
9.5	The Company shall determine each Employee's roster, including the days and hours of work, and starting and finishing times from time to time, and may change any such rosters, days and hours of work or starting and finishing times, provided that: (a) 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; and (b) the Company will provide an Employee with one week's notice of any change to an Employee's place on a roster, unless otherwise agreed with the Employee.	OS has agreed to include the requirements in clause 9.5(a), but otherwise has not agreed to the proposals put forward by the CFMMEU and AWU. CFMMEU want 4 weeks' notice of change if changing to non-continuous roster and overtime where less notice is given. CFMMEU want new rosters only following consultation and agreement with majority of affected employees.		
9.6	Employees are entitled to meal and rest breaks up to a total of 60 minutes per day. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements.	A total of 60 minutes of breaks per day satisfies the requested 30 minute break per 5 working hours.	CFMMEU tabled revised position on 29/06: Employees are entitled to meal and rest breaks of 30 minutes for every 5 hours worked. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements. Employees will not be required to work more than 5 hours without a meal and rest break.	OS will accept the CFMMEU's proposed wording in respect of this clause if there is provision added to extend the break in the event of an emergency. CFMMEU / AWU – will consider
10. Public holidays				

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
10	Employees acknowledge that, from time to time, in accordance with their applicable roster, they may be requested to work on a public holiday. Employees acknowledge that this is reasonable based on the Company's operational requirements. The Annual Salary includes compensation in recognition of the need for Employees to work on public holidays. No separate payment will be made where a public holiday falls during a rostered day off.	CFMMEU and AWU proposals CFMMEU want Christmas / Boxing Day to be non-working days. The Company may call for volunteers to work Christmas / Boxing Day		
11. Annual leave				
11.1	Annual leave entitlements will be provided for in accordance with the NES.		CFMMEU tabled revised position on 29/06: <ul style="list-style-type: none"> Annual Leave may be taken at any time provided that reasonable notice is given by the employee. Once an employee makes application for Annual Leave, the Company must respond, in writing, approving or rejecting the Annual Leave. Where the Annual Leave application is rejected the Company must provide the employee with the reasons why the application was rejected, in writing. 	In response to revised wording tabled by CFMMEU on 29/06: OS' current practice is to respond to leave requests in a timely manner, and will continue to do so for its employees, but cannot agree to any specific timeframe, or reference to a timeframe. To do so may reduce flexibility and not enable OS to account for individual circumstances. With respect to applications and rejections being made in writing, Employees are expected to first discuss their leave requests with their line leader, followed by the request being submitted via the SAP portal. If a leader is unable to approve leave, they will discuss the reasons why with the employee directly. This process which is driven by productive communications between employees and their line leaders has, and continues to, work for OS and its employees. Additional requirements around providing written responses reduces flexibility and unnecessarily adds administrative burden to OS.
11.2	Employees (other than Casual Employees) are entitled to annual leave, in addition to the amount provided for in the NES, such that the employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of service is a cumulative total of 5 weeks.			
11.3	An Employee who: (a) is a seven day roster Employee (an Employee who over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or (b) works 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 entitled annually to an additional week of annual leave in addition to clause 11.2, being a cumulative total of 6 weeks.			

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
11.4	Annual leave taken during employment and paid out on termination of employment is paid at an Employee's Annual Salary rate.	CFMMEU want this to be paid including bonus		OS confirms current practice is that all paid leave counts as services for the OS Short Term Incentive scheme, however maintains its position that this scheme is managed via policy
11.5	An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave provided that: (a) the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; (b) each occasion of cashing out is by a separate agreement in writing between the Company and the Employee; and (c) cashed out annual leave is paid at the Employee's Annual Salary rate.			
12. Personal/carer's leave				
12.1	Personal/carer's leave entitlement will be provided for in accordance with the NES. In addition, Full Time and Part Time Employees will be credited with their annual entitlement to personal/carer's leave under the NES on commencing employment and then on each anniversary of commencement.	Agreed that entitlement will accrue on commencement of employment and each anniversary thereafter. CFMMEU QLD want an additional day of paid leave for travel. AWU want 15 day entitlement.	CFMMEU tabled revised position on 29/06: Personal/ Carer's leave will be paid out on termination of employment (except where the termination is a result of serious misconduct, or the employee is within probation) and is paid at the Employee's Annual Salary rate.	OS is prepared to consider including a provision in the proposed Agreement for payment for any accrued but untaken personal/carers leave entitlements upon termination of employment in limited circumstances but will not finalise our position on this until such time that all outstanding proposals are tabled by the Union Bargaining Representatives. Unions to clarify what the additional days travel is meant to cover? CFMMEU/AWU – distance between the Employee's work location and home or wherever they need to go to provide the care.
12.2	Personal/carer's leave is paid at an Employee's Annual Salary rate.	CFMMEU QLD want any bonus to be included when calculating payment.		OS confirms current practice is that all paid leave counts as services for the OS Short Term Incentive scheme, however maintains its position that this scheme is managed via policy
13. Compassionate leave				
13.1	Compassionate leave entitlements will be provided for in accordance with the NES.	CFMMEU and AWU want an additional day of paid leave for travel to an employee's residence.		

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
13.2	Compassionate leave is paid at an Employee's Annual Salary rate.	CFMMEU QLD want any bonus to be included when calculating payment.		OS confirms current practice is that all paid leave counts as services for the OS Short Term Incentive scheme, however maintains its position that this scheme is managed via policy
14. Parental leave				
14	Employees (other than Casual Employees) with at least 3 months' continuous service are entitled to unpaid parental leave at least in accordance with the NES. <i>Note:</i> The Company has policies that provide for parental leave on terms that in some respects are more generous than the NES, including paid parental leave for primary caregivers and secondary caregivers. This clause does not affect the operation of those policies, as amended from time to time.	CFMMEU want the current policy provision to be the substance of the agreement clause.		
15. Long service leave				
15.1	15.1 Long service leave is in accordance with applicable legislation. 15.2 Long Service leave accrues and must be taken subject to relevant legislation and the Company policies as amended from time to time.	AWU seeking 7yrs	CFMMEU seek wording as to how this will be paid (ie paid as if at work)	Agreed OS' proposed position – 15.3 Long Service Leave is paid at an Employee's Annual Salary rate Is the AWU still pressing 7yrs? AWU – yes, that is our preferred position
16. Community Service Leave				
16	Community service leave entitlements will be provided for in accordance with the NES.	CFMMEU and AWU want additional entitlements above the NES be included in the agreement.		
17. Leave to deal with Family and Domestic Violence				
17.1	Entitlement to unpaid leave Unless otherwise agreed, an Employee is entitled to 5 days' unpaid leave in each 12 month period to deal with family and domestic violence. The leave is available in full at the start of each 12 month period and does not accumulate from year to year. The leave does not count as service but does not break the Employee's continuity of service. <i>Note:</i> The Company has policies that provide for family and domestic violence leave on terms that in some respects are more generous than the NES, including paid family and domestic violence leave. This clause does not affect the operation of those policies, as amended from time to time.			

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
17.2	Taking unpaid leave An Employee may take unpaid leave to deal with family and domestic violence if the Employee is experiencing family and domestic violence, and needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their rostered hours of work.			
17.3	Notice and evidence requirements (a) An Employee must notify the Company as soon as practicable of the taking of leave under clause 17, and the expected period of the leave. (b) If required by the Company, the Employee must give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 17.2. (c) An Employee must comply with clause 17 to access the entitlement.			
18. Issue Resolution Procedure				
18.1	18.1 This clause sets out the process for resolving issues which relate to: (a) a matter arising under this Agreement; or (b) the NES.	CFMMEU want all matters of employment to be included		
18.2 – 18.5	18.2 Where an issue under clause 18.1 arises which the Company or an Employee seeks to be resolved, the issue must first be referred for discussion between the Employee and their immediate Supervisor to attempt to resolve the issue. 18.3 If the issue remains unresolved, it may be referred for discussion between the Employee and the Employee's Superintendent. 18.4 If the issue is still not resolved, it may be referred for discussion between the Employee and the Employee's Departmental Manager 18.5 Discussions in accordance with clauses 18.2, 18.3 and 18.4 will be held as soon as reasonably practicable.			
18.6	By agreement, the Company and the Employee may bypass any of the steps in clauses 18.3 or 18.4 in the interests of speedy resolution of the issue.	CFMMEU want exceptions where the matter affects majority of Employees		
18.7	If the issue resolution processes in clauses 18.2, 18.3 and 18.4 have genuinely been exhausted (with the exception of the processes in clauses 18.3 or 18.4 if there was an agreement to bypass any of these steps), and the issue is still unable to be resolved at the workplace level, either party (or its representative) may refer the matter to the FWC for conciliation. If the matter remains unresolved, it can be referred to the FWC for arbitration by consent of both parties involved.	CFMMEU seek arbitration without agreement	Seeking additional payment for Employees to attend proceedings in the FWC	

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
18.8	Either the Employee or the Company may have a representative to assist at any stage of this process.			
19. Individual flexibility				
19	The Company and individual Employees may agree to make an individual flexibility arrangement, in accordance with the model flexibility term prescribed by the <i>Fair Work Regulations 2009</i> . The model flexibility term is incorporated into this Agreement.	CFMMEU QLD has put forward an alternative clause.		
20. Management of change / Consultation				
20	In the event that the Company makes: (a) a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Company will consult with the relevant Employees in accordance with the model consultation term prescribed by the <i>Fair Work Regulations 2009</i> , which is incorporated into this Agreement.			If OS inserted the model clause, would the bargaining reps drop all other claims for a comprehensive agreement? CFMMEU / AWU – No
21. Redundancy				
N/A	N/A	CFMMEU QLD are seeking a selection process for forced redundancies. AWU wants voluntary redundancies in the first instance. CFMMEU NSW wants redeployment only within the Hunter Valley coalfields.	CFMMEU tabled revised position on 29/06: 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: a) necessary skills mix required by the business; b) individual skills and proficiency in them; c) employment record/ service; 15 d) cases where unsatisfactory performance has been identified and is being managed.	OS has already responded to the CFMMEU's proposed clause regarding Redundancy on 15 March 2021. OS position on this does not change in light of the alternative wording proposed by the CFMMEU.
21.1	Definition of redundancy			

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
	<p>(a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative:</p> <p>(i) because the Company no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or</p> <p>(ii) because of insolvency or bankruptcy of the Company.</p> <p>(b) This clause does not apply to Employees engaged for a fixed term or a specified task or to Casual Employees.</p>			
21.2(a)	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 (paid at an Employee's Annual Salary rate) for each completed year of employment, up to a maximum of 30 weeks' pay.	3 weeks per year of service agreed. CFMMEU QLD wants any bonus be included when calculating payment.	CFMMEU & AWU take issue with the cap of 30 weeks	
21.(2)(b)	Regardless of length of employment, the minimum payment due to Employees under clause 21.2(a) is four weeks' pay.			
21.3	<p>Exemption</p> <p>The Company is not liable for the payment in clauses 21.2 if the Company obtains, or causes to be made available for the Employee, work:</p> <p>(a) that the Employee is competent to perform;</p> <p>(b) in a position that carries the same or a higher classification rate of pay than the Employee's previous position;</p> <p>(c) that can reasonably be regarded as permanent; and</p> <p>(d) allows the Employee to reside in the same general locality as the Employee's previous residence.</p>	Agreed, subject to union's position on proposals put forward on redeployment as summarised above.	CFMMEU NSW take issue with 21.3 (d). MAC is a residential deployment – cannot exempt redundancy entitlements if transferred away from Mt Arthur	
21.4	<p>Variation of severance pay</p> <p>Despite anything in this clause, the Company may make application to the FWC to be granted relief from the obligation to make a payment pursuant to clause 21.2.</p>			
22. Termination of Employment				
22.1	An Employee may resign from his or her employment with the Company by giving one week's written notice to the Company.			
22.2	Subject to clause 22.3, the Company may terminate the employment of a Full Time or Part Time Employee by giving the Employee four weeks' written notice or by payment by the Company in lieu of all or part of that notice.			
22.3	The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of probation will begin on the commencement of employment and will continue for such period as is notified by the Company in advance in writing. During the period of probation, the Company may terminate the probationary Employee's		Period of probation should be capped at 'up to 6 months'	<p>Agreed, if the bargaining reps consider their position and cease to press all other claims in respect of this clause.</p> <p>OS' proposed position would be:</p>

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
	employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice.			22.3 The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of probation will begin on the commencement of employment and will continue for a <u>period of up to 6 months (excluding any periods of unpaid leave or unauthorised absences)</u> as is notified by the Company in advance in writing. During the period of probation, the Company may terminate the probationary Employee's employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice. CFMMEU / A/WU – will consider
22.4	The period of notice to be given by the Company to Full Time or Part Time Employees under clause 22.2 shall increase by one week if the Employee is over 45 years old and has completed more than two years continuous service with the Company.			
22.5	The Company may terminate the employment of a Casual Employee by giving one hour's notice of termination or payment by the Company in lieu of that notice.			
22.6	The Company may dismiss an Employee without notice for any serious misconduct, and in such case the Employee's remuneration shall be payable only up to the time of dismissal.		AWU concerns over the interpretation of "serious". Would prefer "gross" as per the Award.	OS does not see any need to making this change as 'serious misconduct' is already defined in the Fair Work Regulations 2009. What is covered by 'gross misconduct' that is not covered by 'serious misconduct'? AWU – the word 'serious' opens it up to lower level matters. I.e failure to turn up to shift on time – it is serious, but not gross. Gross identifies the level of conduct required to go to termination.
23. Better of Overall				
23	It is the intention that every Employee covered by this Agreement will be better off overall than if a relevant modern award applied to their employment, including by means of the Above Award Guarantee			What does it matter if this clause appears in a safety net EA or any other form of EA, doesn't it have the same effect in either? CFMMEU – issues with wording re 'above award guarantee'. CFMMEU to consider further.
24. No further claims				

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 29 June 2021	Position & responses at bargaining meeting on 04 August 2021
24	This Agreement is a comprehensive and full settlement of all Employee enterprise bargaining claims for the duration of this Agreement unless otherwise permitted by the <i>Fair Work Act 2009</i> (Cth).			