

Operations Services Maintenance Agreement

Record of Meeting



Date
Location
Attendees

5 August 2021
Videoconference via WebEx
See Appendix 1

Agenda
<ol style="list-style-type: none"> 1. Introduction & agenda 2. Questions from last meeting 3. OS responses to proposals 4. Review of proposed OS Maintenance Agreement 5. Questions 6. Logistics for next meeting

Summary	
Introduction	OS shared the agenda for the meeting.
Questions from last meeting	<p>Mastery:</p> <ul style="list-style-type: none"> • OS explained that Mastery is a leadership tool aimed at ensuring tasks are carried out to the required quality and standard. This is done by auditing the task against the standard. • OS confirmed that Mastery is <u>not</u> a competency-based assessment tool that deems people safe or authorised to operate machinery, equipment, or tooling. Competency is assessed by people who are trained in that field and who are competent trainer assessors. <p>FWC Minimum Wage Increase decisions:</p> <ul style="list-style-type: none"> • OS responded to a question emailed by a bargaining representative just prior to the meeting (see Appendix 2). OS advised that minimum wage increases under the proposed Agreement are guaranteed insofar as they will increase relative to the annual review of minimum rates by the Fair Work Commission. • OS explained that the Annual Reward Review (ARR) process is a separate process which does not form part of the proposed Agreement and is conducted on an employee's contractual salary. OS confirmed apprentices do not have a salary review as part of the ARR process as they follow a different process whereby they are 'levelled up' on their anniversary date in accordance with meeting their apprenticeship milestones. <p>Short Term Incentive (Bonus):</p> <ul style="list-style-type: none"> • OS advised that new employees must have completed at least 3 months of service in the financial year to be eligible for a pro-rata bonus. OS explained that this qualifying period does not apply to salary review, however that a salary increase is not guaranteed if the Company determined a new starter's salary was already aligned with the market.
New / revised proposals	OS responded to proposals received at the last meeting (see highlighted sections of Appendix 3).

<p>Review of OS' proposed Maintenance Agreement</p>	<p>OS sought further feedback regarding its proposed draft Agreement clauses.</p> <p>OS tabled several alternate positions with respect to:</p> <ul style="list-style-type: none"> • Clause 5.3 – Types of employment • Clause 7.7 – Remuneration • Clause 13 – Compassionate leave • Clause 15 – Long service leave • Clause 18 – Issue resolution procedure • Clause 22.3 – Termination of employment <p>These alternate positions were put forward on the basis that bargaining representatives also move on their positions. Full details of the alternate positions discussed can be found in column 5 (OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021) of Appendix 4. Bargaining representatives agreed to consider OS' proposals and respond at the next meeting.</p> <p>OS tabled a revised Clause 8 – Superannuation.</p> <p>The AMWU (QLD) continued to note their concerns regarding OS' proposed scope of the Agreement and that they believe bargaining is not proceeding fairly or efficiently at present due to scope.</p>
<p>Questions</p>	<p>Employee bargaining representatives asked questions about recent changes to the dynamic roster. OS undertook to respond to those questions at the next bargaining meeting.</p>
<p>Next meeting</p>	<p>The next meeting has been scheduled for 15 September 2021 via WebEx (video conference).</p>

Actions		
<p>Confirm meeting arrangements</p>	<p>OS</p>	<p>8 September 2021</p>
<p>Provide written feedback on OS' proposed Agreement</p>	<p>AMWU (QLD)</p>	<p>Where practical noting QLD lockdown impacts</p>
<p>Consider and respond to OS' alternate proposals</p>	<p>Bargaining representatives</p>	<p>15 September 2021</p>
<p>Table all outstanding proposals including classifications, rates, allowances, escalations and bonus</p>	<p>Bargaining representatives</p>	<p>15 September 2021</p>
<p>Respond to questions regarding the dynamic roster</p>	<p>OS</p>	<p>15 September 2021</p>

Appendix 1

Attendance List	
Grant Costello	Manager Maintenance
Rob Hannaford	Manager Maintenance
Jessica Morkel	Principal Employee Relations
Maryke Prinsloo	Specialist Employee Relations
Glen Ford	Blackwater - Field
Michael Caskey	Saraji - Mobile
Cassie Baynton	Caval Ridge - Mobile
Karthik Sundarraj	WA Mechanical Conveyors
Shaun Rose	Newman SIMs
Renee Jones	WA Fixed Plant - Pulleys
Mark Argent	WA Fixed Plant
Christopher Rudd	WA Fixed Plant - Pulleys
Glen Hallums	WA Fixed Plant - Pulleys
Shannon Raddon	WA Fixed Plant - Pulleys
Peter Rich	WA Mechanical Conveyors
Mitch Hughes	CFMMEU (QLD)
Kivraj Singh	CFMMEU (WA)
Kegan Scherf	AMWU (QLD)
Jason Lipscombe	AMWU (QLD)
David Buck	AMWU (WA)
Simon Rushworth	AMWU (WA)
Michael Wright	ETU
Craig Thomas	ETU
Shane Roulstone	AWU

Appendix 2 – Email correspondence from Bargaining Representatives

Good Afternoon

As some would be aware, the AMWU office in Brisbane is located directly next door to a declared red zone.

Consequently, officials have been working remotely and have not been into the office. The subsequent announcement of a lockdown in the Brisbane area has further reinforced our office closure.

The notes I intended to table tomorrow with our feedback is physically located in the office and cannot be accessed remotely. I undertake to provide those as soon as we are able to access the office to do so.

Kind regards

Kegan Scherf • Industrial Advocate

Australian Manufacturing Workers' Union

e. kegan.scherf@amwu.org.au p. 0407 823 069

a. Level 2, 366 Upper Roma St Brisbane



Hi Jess could you confirm if pay % increases / salary

Review under your proposed agreement will be inline with the CPI? And also apprentice salaries include the pay increase trades persons receive at their salary review.

Also it's my understanding from new starting employees at Blackwater their annual salary offered does not include the 1.5% increase given to most the employees at Blackwater last year in September.

Appendix 3 - OS Maintenance Agreement Proposals & Responses

Proposals highlighted in yellow represent those responded to during the meeting on 5 August 2021. Responses to all other proposals were provided during previous meetings.

Raised by	Proposal topic	Proposal description	Company's response
CFMMEU AMWU AWU	Clause 2 - Coverage	<p>CFMMEU A Coal Agreement for OS production and maintenance employees which covers and applies to:</p> <ul style="list-style-type: none"> • Employees who fall under Schedule A of the Black Coal Mining Industry Award • Unions • OS ACPM Pty Ltd & OS MCAP Pty Ltd <p>AMWU (QLD) Three separate agreements covering maintenance employees based in QLD, NSW and WA respectively & OS ACPM Pty Ltd.</p> <p>AMWU (WA) A WA specific agreement covering maintenance employees (excluding rail and port operations) & OS ACPM Pty Ltd.</p> <p>AWU Two separate agreements covering:</p> <ul style="list-style-type: none"> • Coal Maintenance • Metalliferous & other Non-Coal Maintenance • Covers OS employees engaged in maintenance • Covers relevant unions • Covers OS ACPM Pty Ltd 	<p>OS ACPM Pty Ltd has a national business model in maintenance works across Minerals Australia. We employ only maintenance employees. We want an Agreement for our workforce that covers our maintenance business across Australia and enables OS to provide consistency and certainty to our customers.</p> <p>Having multiple agreements would increase complexity and can reduce our flexibility, which could hinder our ability to win future work packages and/or keep existing scopes of work.</p> <p>Additionally, OS ACPM Pty Ltd and OS MCAP Pty Ltd are different business with different workforces and interests. The CFMMEU's proposed scope requires OS ACPM Pty Ltd to bargain for an agreement which includes classifications it does not employ and does not intend to employ. This significantly increases complexity for OS.</p> <p>For these reasons, OS does not accept any union proposal.</p>
CFMMEU	Clause 3 - Relationship with Other Instruments and the NES	<ul style="list-style-type: none"> • Override and replaces the BCMI Award and all other awards and instruments • NES to apply 	<p>The proposal simply confirms the operation of clause three of OS' proposed agreement. OS does not consider any further amendments are required as this is already clear.</p>

Operations Services Maintenance Agreement

Record of Meeting

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CFMMEU AWU	Clause 4 - Term of Agreement	CFMMEU <ul style="list-style-type: none"> Maximum 3 year term AWU <ul style="list-style-type: none"> Maximum 3 year term Requirement to commence bargaining 6 months before nominal expiry 	<p>OS has proposed a four year term Agreement as permitted by the <i>Fair Work Act 2009</i>. Additional requirements such as commencing bargaining prior to the agreement's nominal expiry date do not meet our objective of agreeing a simple, safety net Agreement with our employees.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AWU	Clause 5 - Types of Employment	CFMMEU – QLD <ul style="list-style-type: none"> FT – 35 ordinary hours per week averaged over roster cycle PT – works less than an average of 35hrs per week, averaged over roster cycle Received on a pro rata basis, equivalent pay and conditions to those of FT employees who do the same work PT employee's arrangements to be agreed in writing between the Co and the employee All time worked in excess of mutually agreed hours will be OT and paid for as per rates in OT clause (10) Casual employment to be removed from Clause 5 of proposed Agreement 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>With reference to casual employment, OS maintains its commitment to providing permanent jobs - OS does not currently employ any casual employees and does not intend on changing its approach. However, OS wants to retain the flexibility to employ casuals should it be appropriate to do so in the future as OS continues to grow and expand its operations.</p> <p>Accordingly, OS does not accept this proposal.</p>
CFMMEU AMWU	Clause 6 - Duties	CFMMEU <ul style="list-style-type: none"> The Company will not allocate tasks in a manner which promotes deskilling Employees will undertake training aimed at maintaining and enhancing work skills & performance 	<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</p>

Operations Services Maintenance Agreement

Record of Meeting



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		<ul style="list-style-type: none"> Where employees 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 employee will be paid at overtime rates for all work from time of change of shift until the expiration of that notice period Classification structure yet to be determined Apprentices and Trainees may be employed by the Company under the Agreement. <p>AMWU</p> <ul style="list-style-type: none"> Employees cannot be transferred without their consent and if the transfer does not result in the employee being worse overall. 	<p>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 employees to other deployment sites as directed by the Company (in accordance with the point of hire in their Contract of Employment). This business model is part of what makes OS so unique and successful. The inclusion of any further restrictions on this would limit our flexibility. Additionally, flexibility to move between deployments is a benefit many OS team members enjoy.</p> <p>Clause 6.4 of the proposed Agreement already provides that Apprentices and Trainees may be employed by the Company under the Agreement.</p> <p>For the reasons outlined above, OS does not accept this proposal.</p>
CFMMEU AWU	Clause 6.2 - Training	<p>CFMMEU</p> <ul style="list-style-type: none"> The Company shall provide relevant training and payment for the renewal of statutory licenses for all employees required to utilise these in the course of employment If an employee has to travel to attend training, the Company will provide <ol style="list-style-type: none"> transport, accommodation and meals, payment or TOIL; and payment or TOIL for travel time on RDO Where the Company requests or offers employees to undertake training outside of their normal shift, the employee will receive OT payment for the period of the training 	<p>We believe the current clause 6.2 of the proposed OS Agreement adequately covers the provision of, and support for, training. Where employees are requested to attend training for the purposes directly relevant to their employment, this will be managed on a case by case basis and in line with operational requirements.</p> <p>We do not consider that there is any requirement for the proposed agreement to be more prescriptive than already drafted. For this reason, OS does not accept this proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting

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		<ul style="list-style-type: none"> 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 employees 	
Employee Bargaining Representatives	Clause 6.4 – Classifications	<p>Employee Bargaining Representatives</p> <ul style="list-style-type: none"> Different classifications for non-trade employees. No specific proposal tabled however it was suggested classifications could be differentiated based on licenses, qualifications and/or experience. 	<p>We believe OS' clause adequately captures the appropriate classifications for employees who would be covered by the proposed Agreement. Including additional classifications for non-trade employees is not necessary, would increase complexity and is not aligned with OS' objective of agreeing a simple, safety net agreement with our employees. Further, OS has a custom and practice of using contractual salaries and its Annual Reward Review process to differentiate pay based on skills and performance and considers that this practice is working.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AMWU AWU	Clause 7 - Remuneration	<p>CFMMEU</p> <ul style="list-style-type: none"> Wages and annual increases to be included in Agreement. Specific details yet to be tabled. <p>AMWU</p> <ul style="list-style-type: none"> Guaranteed wage increases Defined based hourly rate Defined shift loadings (night shift) <p>AWU</p> <ul style="list-style-type: none"> All classification rates, wages and salary bands to be included in the agreement Annual increases on commencement and on anniversary of agreement <p>Employee Bargaining Representatives</p> <ul style="list-style-type: none"> An increase to the proposed salary rates. Exact amount not specified however a figure of \$144,500p.a. 	<p>OS has sought to simplify the agreement by removing specific rosters and salaries. This reflects the size and scale of the OS business today and that we now work across several different locations on many different roster arrangements including part-time and job share arrangements. Attempting to capture all current arrangements would be too complex and may reduce flexibility (for both OS and OS employees) in the future.</p> <p>Minimum wage increases under the EA are guaranteed insofar as they will increase relative to the annual review of minimum rates by the Fair Work Commission.</p>

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		<p>for level 6 trades working in the coal mining industry was quoted.</p> <ul style="list-style-type: none"> • Additional remuneration for leading hands/step up supervisors. 	<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>With reference to increasing the proposed salary rates, the proposed agreement provides for the minimum salary an employee may be paid. Employees have a contractual salary which may be higher than the agreement minimum. OS is confident that proposed salary rates ensure employees will be remunerate fairly and competitively, by guaranteeing a salary which is 5% higher than that under the relevant modern award.</p> <p>All OS employees will have an annual salary review for their contractual salaries conducted to ensure our salaries remain market competitive. Prior to the annual salary review, OS reviews and considers external market data which is factored into any decisions made regarding salary increases.</p> <p>OS does not believe additional remuneration for leading hands/step up supervisors is necessary in addition to the Award +5% salary provided under the proposed Agreement. This is because training and development is a fundamental part of the OS way and we believe providing employees with the opportunity to 'step up' in accordance with their development plan is of benefit to both the employee and OS and a separate monetary allowance is not required.</p> <p>For these reasons, OS does not accept this proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting



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CFMMEU AWU	Clause 7.4 - Overtime	<p>CFMMEU</p> <ul style="list-style-type: none"> • Employees to have at least 10 consecutive hours off duty between the work of successive days • Where an employee does not get a 10 hour rest between shifts, the employee will be released from duty until the employee has had 10 consecutive hours off duty with no loss of pay for the following shift • If the employee is instructed to resume work without having had 10 consecutive hours off duty, the employee will be paid at OT rates until the employee is released from duty • An employee who is recalled to work OT after leaving the mine will be paid for at least four hours work • Employee will be paid \$15 meal allowance for meal breaks during non-rostered OT • Proposal for OT rates yet to be determined <p>AWU</p> <ul style="list-style-type: none"> • 10 consecutive hours off duty between work on successive days • Minimum four hours work at OT rate to be paid for a call back • Paid meal breaks to be an entitlement for OT • Unrostered OT to be paid at double time 	<p>Clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working and includes provision for regularly rostered overtime rates. There is clear provision for un-rostered overtime being at double time in clause 7.4.</p> <p>In addition, clause 9.5 and fatigue standards at the relevant deployment site provide for minimum breaks between times on site.</p> <p>The provisions of the NES override any provision in the Agreement in any event, this is also made clear in clause 3.3.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AMWU AWU	Clause 8- Superannuation	<p>CFMMEU</p> <ul style="list-style-type: none"> • Default Super Fund to be Mine Super • The Company's contribution on behalf of employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> • An employee can request that the employee will forgo part of their annual salary otherwise payable under this 	<p>OS has proposed an updated clause 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> <p>We believe this clause as it is currently drafted adequately captures that superannuation will be paid in accordance</p>

Operations Services Maintenance Agreement Record of Meeting



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		<p>Agreement and in lieu pay this amount in the employees nominated superannuation fund</p> <p>AMWU</p> <ul style="list-style-type: none"> Super payable on all regular rostered hours and bonus at 10% and matching with any further legislated increases. Superannuation increases to occur as currently set out in the <i>Superannuation Guarantee (Administration) Act 1992</i>. Specifically: <table border="1" data-bbox="618 549 1368 708"> <thead> <tr> <th>Year</th> <th>Change percentage</th> </tr> </thead> <tbody> <tr> <td>Year starting on 1 July 2022</td> <td>10.5%</td> </tr> <tr> <td>Year starting on 1 July 2023</td> <td>11%</td> </tr> <tr> <td>Year starting on 1 July 2024</td> <td>11.5%</td> </tr> <tr> <td>Year starting on 1 July 2025</td> <td>12%</td> </tr> </tbody> </table> <p>AWU</p> <ul style="list-style-type: none"> Default fund to be traditional industry funds such as Australian and Mine Super <p>Employee Bargaining Representatives</p> <ul style="list-style-type: none"> Matched superannuation in accordance with the BHP matched superannuation scheme. 	Year	Change percentage	Year starting on 1 July 2022	10.5%	Year starting on 1 July 2023	11%	Year starting on 1 July 2024	11.5%	Year starting on 1 July 2025	12%	<p>with current legislation, including any legislated increases. This includes the recent legislated increase to 10% for Company superannuation contributions.</p> <p>With reference to matched superannuation, OS has previously carefully considered this proposal. Offering matched superannuation was costed at approximately \$5.3m per annum (if all current OS maintenance employees covered by the proposed Agreement opted in) and therefore it was not something we were able to offer given it would significantly increase our costs on an ongoing basis and may put our competitiveness at risk.</p> <p>For these reasons, OS does not accept this proposal.</p>
Year	Change percentage												
Year starting on 1 July 2022	10.5%												
Year starting on 1 July 2023	11%												
Year starting on 1 July 2024	11.5%												
Year starting on 1 July 2025	12%												
CFMMEU AMWU AWU	Clause 9 - Hours of Work	<p>CFMMEU</p> <ul style="list-style-type: none"> Rosters and hours of work average of 35 ordinary hours per week, averaged over a roster cycle. Shifts will include handover at the start and end of each shift. 12.5hrs maximum rostered hours in any one shift and a minimum break of 10 consecutive hours between shifts Start and finish times clause TBD Employees must receive one weeks' notice to change shift or their place on a roster, and four weeks' notice if this change is to a non-continuous shift roster. Payment of OT will be given if less notice is given 	<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>										

Operations Services Maintenance Agreement

Record of Meeting



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		<ul style="list-style-type: none"> • The Company may only introduce a new roster following consultation, and with the agreement of the majority of affected employees • Consultation process yet to be defined • Rosters yet to be defined <p>AMWU</p> <ul style="list-style-type: none"> • Defined start and finish place <p>AWU</p> <ul style="list-style-type: none"> • Rosters based on 35 ordinary hours per week, avg over roster cycle • 12.5hr maximum rostered hours and a minimum break of 10 consecutive hours between shifts • For residential & FIFO employees work is considered to have commenced at arrival at the workplace and considered finished on departure from the workplace • For FIFO EEs travelling from home to work on the first day of a work cycle, work is considered to have commenced for the EE on boarding the aircraft for that day • For FIFO EEs travelling from work to home on the last day of a work cycle, work is considered to have ceased for paid purposes when the EE has boarded the departing aircraft • Change of shift only with one weeks' notice or by mutual agreement • New rosters introduced only by agreement • Start and finish places by agreement 	<p>Introducing new rosters by agreement only or specifying start and finish places by agreement may limit our flexibility, including in relation to meeting operational requirements for the sites at which OS is (or may be) deployed.</p> <p>In any event, OS has an obligation to consult with employees about changes to rosters or ordinary hours of work in accordance with clause 20 of the Agreement.</p> <p>Other than amending the minimum break time between shifts, OS does not agree to any further amendments to this clause in the Agreement.</p>
CFMMEU AWU	Clause 9.6 - Meal breaks	<p>CFMMEU</p> <ul style="list-style-type: none"> • An employee is entitled to a meal break of 30minutes for each five hours worked • An employee will not be required to work for more than 5 hours without a meal break 	OS agrees to update the drafting of this clause to reflect that employees will be entitled to a 30 minute break for every five hours worked, and that employee's will not be required to work more than five hours without a break.

Operations Services Maintenance Agreement

Record of Meeting



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		<ul style="list-style-type: none"> Where an employee will work for more than 5 hours without a break, the employee will be paid for any work beyond 5 hours at the applicable OT rate until a meal break is taken Time taken to travel to or from the place of designated crib will be counted as time worked <p>AWU</p> <ul style="list-style-type: none"> Entitlement to 30minute crib break every 5 hours worked No employee will be required to work more than 5 hours without a break for crib All breaks to be counted as time worked 	<p>Clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working, which would include paid meal breaks if applicable.</p> <p>Other than amending meal break timings as outlined above, OS does not agree to any further amendments to this clause in the Agreement.</p>
CFMMEU AMWU ETU AWU	Clause 10 - Public Holidays	<p>CFMMEU</p> <ul style="list-style-type: none"> Employees to be entitled to have all gazetted Public Holidays off without loss of pay The Company may make reasonable requests for employees to work on PHs (except Christmas & Boxing Day) Christmas & Boxing day (25 and 26 December) shall be nonworking days, however the Company may call for volunteers to work on those days Travel obligations for mid-swing days off to be determined Employees who work on a PH are to be paid double time for work performed during ordinary hours, and treble time for work in excess of their ordinary hour <p>AMWU</p> <ul style="list-style-type: none"> Employees will not be required to work Christmas/Boxing Day unless through a volunteer process 	<p>OS pays market competitive salaries, which our proposed Agreement guarantees are in excess of relevant Awards, which already financially compensate for where employees are required to work public holidays including Christmas and Boxing Day.</p> <p>In addition, OS works 24/7 rosters. To meet our plans and commitments to our customers, we need rostered shifts to continue over Christmas and Boxing Day.</p> <p>For these reasons, OS does not agree to the proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting

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		<ul style="list-style-type: none"> • Triple the ordinary rate will apply for working these dates. All other PHs when rostered to work also at triple the ordinary rate • Any employees required to work for genuine operational reasonable paid triple time for duration of shift <p>ETU</p> <ul style="list-style-type: none"> • Christmas and Boxing Days (25 and 26 December) shall be non-working days, observed from the commencement of night shift prior to Christmas Day (6pm on the 24th of December) for a period of 48 hours. <p>AWU</p> <ul style="list-style-type: none"> • Employees have an entitlement to all gazetted PHs off without loss of pay • Company may make reasonable requests for employees to work PHs • 25 and 26 December are nonworking days, however employees may volunteer to work • All time worked on a PH and nonworking day to be paid at double time • Where an employee is rostered off, the employee to be paid at base rate for the PH 	
CFMMEU AWU	Clause 11 - Annual Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> • Employees working a seven day roster, or a roster which requires ordinary shifts on PHs and not less than 272 ordinary hours per year on Sundays is entitled to annual leave at the rate of six weeks per year • 5 weeks for other workers • Annual leave can be taken at any time with minimum 14 days' notice 	<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>

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		<ul style="list-style-type: none"> Annual leave to be paid at total salary, both when taken and at end of employment for any untaken annual leave Wording to the effect that annual leave requests will be responded to within a specific time frame. <p>CFMMEU amended position tabled 30 June 2021-</p> <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. <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>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 has carefully considered proposals regarding annual leave being taken at any time with a minimum 14 days' notice and annual leave requests being responded to within a specific time frame. OS's business is continuing to rapidly grow and expand. For operational reasons, including for rostering, resourcing and capacity planning purposes, OS requires a degree of flexibility and cannot agree to including prescriptive timeframes around applications and approval for annual leave in the proposed Agreement. 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. To do so may reduce flexibility and not enable OS to account for individual circumstances.</p> <p>OS has concerns that while the CFMMEU's amended proposal removes reference to a specific timeframe, the CFMMEU have verbally advised that 'reasonable notice' in their view is 14 days. OS does not agree to the amended proposal and repeats its comments above.</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 continues to, work for OS and its</p>

Operations Services Maintenance Agreement

Record of Meeting



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			<p>employees. Additional requirements around providing written responses reduces flexibility and unnecessarily adds administrative burden for OS.</p> <p>Overall, the proposals put forward are largely consistent with the terms of the Agreement and with the exception of clarifying annual leave paid on termination will be at Annual Salary Rate, OS does not agree to any further amendments to this clause.</p>
CFMMEU AMWU AWU	Clause 12- Personal / Carer's Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> • Entitlement to 10 days at commencement of employment and annually, on each anniversary of commencement • Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household because of a personal illness or injury. • Payment to be made as if at work, including bonus • An additional day of paid leave will be granted where an employee is required to travel in excess of 400kms to their place of residence • In the event an employee has exhausted their leave entitlement, the employee may take unpaid leave as required • On termination, employees will be paid the rate they would have otherwise received if they were at work, including bonus, for any untaken leave accruals <p>AMWU</p> <ul style="list-style-type: none"> • Sick leave to be paid out on termination of employment • Ability to salary sacrifice sick leave on your anniversary of commencement, provided a bank of 12 months accrual remains 	<p>Clause 12 of the proposed Agreement provides for personal/carer's leave in accordance with the NES, which provides for annual entitlements and definitions of personal leave and carers leave.</p> <p>OS does not accept the proposal for additional paid leave for travel as this would increase our costs.</p> <p>OS is considering agreeing to include a provision in the proposed Agreement for paying out accrued but untaken entitlements to personal/carer's leave upon termination of employment but in limited circumstances – such as those prescribed by the Black Coal Mining Industry Award. No final decision on this has been made at this time.</p>

Operations Services Maintenance Agreement

Record of Meeting



Raised by	Proposal topic	Proposal description	Company's response
		<p>AWU</p> <ul style="list-style-type: none"> Entitlement to 15 days at commencement of employment and annually, on each anniversary of commencement Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household. Payment made at total salary rate. Notice requirements to be reasonable Availability of unpaid personal leave – two days per each occasion Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for personal leave. 	
CFMMEU AWU	Clause 13 - Compassionate Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> Employees will be entitled to compassionate leave in accordance with the Act Additional day of paid leave will be granted where an employee is required to travel in excess of 400kms from their place of residence Emps will be paid as if they were at work, including bonus, while on compassionate leave <p>AWU</p> <ul style="list-style-type: none"> In accordance with the NES Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for compassionate leave. Total salary to be paid while on compassionate leave. 	<p>The minimum entitlement to Compassionate Leave is in accordance with the NES.</p> <p>OS agrees to update the drafting of clause 13 to include that Compassionate Leave will be paid at an Employee's Annual Salary Rate.</p> <p>The OS Employee Handbook provides that employees may be eligible "for at least 2 and up to 5 days of paid compassionate leave per occasion" but OS will assess additional paid compassionate leave beyond the NES entitlement in its absolute discretion and on a case by case basis.</p> <p>Other than clarifying Compassionate Leave will be paid at Annual Salary Rate, OS does not accept any further amendments to this clause.</p>

Operations Services Maintenance Agreement

Record of Meeting



Raised by	Proposal topic	Proposal description	Company's response
CFMMEU	Clause 14 – Parental Leave	CFMMEU <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>
CFMMEU AWU	Clause 15 - Long Service Leave	CFMMEU <ul style="list-style-type: none"> An employee is to be paid for LSL as if they were at work, including bonus, in their normal pay period at the time the leave is taken LSL may only be taken in a single continuous period of at least 14 days LSL can be taken at any time provided that reasonable notice is given by the employee and the operations of the Mine will not be affected by the granting of leave Where an employee applies to take leave in multiple applications in combination with a period of RDOs for a single continuous period, they will only receive payment for the LSL component AWU <ul style="list-style-type: none"> In accordance with state and territory LSL acts or eligible at 7 years whichever is better for the employee Payment made at total salary 	<p>For simplicity, OS has proposed a long service leave clause which provides the entitlement in accordance to the applicable State legislation. This is important because OS works across, and the Agreement covers, different jurisdictions in Australia.</p> <p>We believe the clause as currently drafted adequately captures arrangements for long service leave.</p> <p>For these reasons, OS does not accept the proposal.</p>
CFMMEU AWU	Clause 16 - Community Service Leave	CFMMEU <ul style="list-style-type: none"> In accordance with NES Employees attending jury duty will be paid on a no loss of earnings basis for the period of jury service, and will refund the Company any amount they receive for attending Employees required to attend to emergencies as part of voluntary work (ie SES, fire brigade, ambulance etc) during the course of their work, shall be paid as if they were at work 	<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>

Operations Services Maintenance Agreement

Record of Meeting



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		<ul style="list-style-type: none"> Maximum 10 consecutive working days each year granted to those eligible for Military Leave, and will be paid on a no loss of earnings basis Other reserve commitments will be in employees own time, however employees may be granted LWOP when 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: Employees to be paid at total salary for period of jury service, and to refund to company any amount paid for attending jury duty Employees attending emergencies for SES, fire brigade, ambulance etc when would otherwise be working to be paid on a no loss of earning basis. 	
ETU	Clause 17 – Leave to deal with Family and Domestic Violence	<p>ETU</p> <ul style="list-style-type: none"> Employee absent from work because of a family crisis entitled to leave up to one day on each occasion without loss of pay or leave entitlements 10 days paid leave for each 12 months of service to deal with family and domestic violence Leave does not accumulate year to year Evidence & confidentiality requirements 	<p>This is a matter dealt with by a policy outside of the Agreement. The BHP Family and Domestic Violence Support Policy provides paid entitlements which are more generous than those proposed, including leave entitlements, emergency accommodation and emergency financial support where an employee is impacted by family and domestic violence.</p> <p>OS Employees have access to the benefits of this policy that applies to employees in the wider BHP group globally.</p> <p>As this is already provided to Employees as a matter of policy, OS does not accept the proposal.</p>
CFMMEU AMWU ETU	Clause 18 – Issue Resolution Procedure	<p>CFMMEU</p> <p>Full draft clause provided. As a summary:</p>	<p>The current union proposals would add unnecessary complexity, reduce flexibility and increase OS' costs. We</p>

Raised by	Proposal topic	Proposal description	Company's response
AWU		<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>AMWU</p> <ul style="list-style-type: none"> • Issues may be escalated to the FWC for arbitration without consent of both parties • Any party to the Agreement can raise an issue under the issue resolution clause • Issues can be raised in relation to matters under the NES, Agreement and as they arise in the course of employment. <p>ETU</p> <p>Full draft clause provided. As a summary:</p> <ul style="list-style-type: none"> • Deals with disputes arising under Agreement. NES or in the course of employment • 5 step process • Either party may refer to FWC arbitration <p>AWU</p> <ul style="list-style-type: none"> • Deals with all matters relating to employment, even if not dealt with in agreement • Status quo until dispute resolved • Representation at all levels 	<p>believe the clause as currently drafted balances the rights of the employer and employee, 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>Where an employee takes issue with a matter in relation to their employment (rather than a matter arising under the Agreement or the NES), OS has other defined processes to seek resolution.</p> <p>On this basis, OS does not accept the proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting

Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> Matters to be dealt with at appropriate level without undue involvement of those not directly involved Conciliation and Arbitration available at FWC (or other arbitrator/mediator/ conciliator by agreement) FWC decision binding on parties and those bound by Agreement Company to pay employees on a "without loss of pay" basis to attend all proceedings (other than directions hearings), incl travel and accommodation and meals. <p>Employee Bargaining Representatives</p> <ul style="list-style-type: none"> Some Employee Bargaining Representatives have advised they support the CFMMEU proposal. 	
CFMMEU	Clause 19 - Individual flexibility	Full draft clause provided. As a summary: <ul style="list-style-type: none"> IFAs to cover cashing out of annual leave, parental leave arrangements, flexible work arrangements that facilitate workplace diversity, job share arrangements & taking annual leave over longer periods than an employee's accrued entitlement. 	In line with our objective of seeking to make a simple, safety net agreement with our employees, OS will adopt the model clause as set out in the <i>Fair Work Act 2009</i> . Accordingly, OS does not accept this proposal.
CFMMEU ETU	Clause 20 – Management of change / Consultation	<p>CFMMEU Model clause</p> <p>ETU Full draft clause provided as per Record of Meeting 17 February 2021 Appendix 2.</p>	The ETU's proposal is not in accordance with our objective of seeking to make a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries. We believe the clause as currently drafted adequately deals with consultation by referring to the process to be followed to be in accordance with the process that is prescribed in model consultation term in the <i>Fair Work Regulations 2009</i> . This is consistent with the CFMMEU's proposal.
CFMMEU AMWU AWU	Clause 21 - Redundancy	<p>CFMMEU</p> <ul style="list-style-type: none"> When the Company is considering redundancies, the Company will first: 	With respect to:

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		<ul style="list-style-type: none"> ➤ consider reducing the number of labour hire employees and contractor employees across the operation where the work performed is not considered specialist work ➤ Following this, the Company will offer voluntary redundancies • Where a surplus of employees still exists, and cannot be addressed through natural attrition, the surplus will be addressed by: <ul style="list-style-type: none"> ➤ Redeployment of employees to another task within the operation; and ➤ Transfer of employees to another operation. • After all the above steps have been taken, the Company may implement forced redundancies. The selection method for forced redundancies will take into consideration skills mix, individual skills and proficiency, employment record/services and performance • Severance pay following termination of Employment for redundancy is equal to three weeks' pay (at the rate the employee would have received if at work, including bonus) for each completed year of service • Minimum payment due to employees is four weeks' pay <p>AMWU</p> <ul style="list-style-type: none"> • The implementation of a redundancy scheme specific for OS employees <p>AWU</p> <ul style="list-style-type: none"> • Provision of voluntary redundancies in the first instance with retraining and redeployment obligations 	<ul style="list-style-type: none"> • Redeployment / transfer – the OS business model and our point of hire approach enables OS to seek alternative employment for employees in the event of redundancy – this seeks to also provide as much certainty as possible to employees about ongoing employment. • Voluntary redundancy (VR) – enabling VRs where alternative employment opportunities exist would increase costs and may hinder OS meeting its contractual obligations. <p>We believe the clause as currently drafted adequately addresses redundancy including providing severance pay which is largely consistent with that proposed.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AWU	Paid suspension	CFMMEU	This proposal is not in line with our objective of seeking to make a simple, safety net agreement with our employees to

Operations Services Maintenance Agreement

Record of Meeting

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		<ul style="list-style-type: none"> In circumstances where an employee's conduct may lead to disciplinary action, the Company may suspend the employee without loss of pay during the investigation The appropriate period of any suspension will be determined by the Company The employee will be notified in writing by the Company of their suspension and any progress updates of the investigation to be provided on a regular basis (minimum weekly) The Company will provide reasonable notice of any meetings the employee is required to attend, and will arrange return transportation between their place of residence and the mine for attendance at these meetings Employees entitled to a representative during any meeting <p>AWU</p> <ul style="list-style-type: none"> Any suspension to be without loss of pay during investigation. Entitlement to representative during all related meetings. 	<p>maintain the competitiveness of OS across different markets and industries.</p> <p>Additionally, section 524 of the Fair Work Act 2009 provides protections in relation to periods of stand down without pay – this does not include circumstances of suspension during an investigation. OS' practice is to stand down any Employee who is being investigated (and where warranted) on full pay. As a matter of procedural fairness, OS employees are entitled to have a support person present in all investigation / disciplinary meetings.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AWU	Stand down	<p>CFMMEU</p> <ul style="list-style-type: none"> The Company may stand down an employee for part or all of the shift in circumstances such as refusal of duty, neglect of duty, misconduct or if the employee cannot be usefully employed in the employees usual classification because of industrial action In addition to those circumstances above the Company may stand down an employee because of a breakdown of machinery or equipment that has lasted for more than four consecutive working days, or a stoppage of 	<p>OS will consider periods of stand down in accordance with 524 of the Fair Work Act 2009.</p> <p>Accordingly, OS does not accept this proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting

Raised by	Proposal topic	Proposal description	Company's response
		<p>work for any cause that has lasted for more than 14 consecutive days</p> <ul style="list-style-type: none"> The Company will take all reasonable steps to minimise the need for standing down employees, including where practical, carrying out training Employee s 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 employee stood down under this clause will continue to have their service recognised for the purposes of continuous service <p>AWU</p> <ul style="list-style-type: none"> Limited to machinery break down or stoppage for any cause of 10+ consecutive days Company to minimize any requirement for stand down through providing training; Employees can take any outstanding leave entitlements or LWOP; Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment. 	
CFMMEU AMWU AWU	Transport and accommodation	<p>CFMMEU</p> <ul style="list-style-type: none"> For employees who commute, the Company to provide transport outside working hours in line with nominated commute work patters from nominated locations, at a minimum, Brisbane and Cairns to the village, (and return) as well as from the village to the mine (and return) during the roster period For employees who reside in the community, the Company will provide transport from the village to the mine (and return) 	<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>

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		<ul style="list-style-type: none"> • Where an employee fails to access the company supplied transport at the nominated time and location, an employee will not be paid for any shifts or hours missed as a result, and this may result in disciplinary action against the EE, unless the employee can demonstrate that the failure was not reasonably within their control • If the employee is required to work extended hours and misses the opportunity for company supplied transport, the Company will arrange transport for the employee • Employee receives no payment for travel under this clause • Non-share village accommodation, including three meals per day will be supplied by the Company for the employee's roster period at no cost to the employee • Accommodation allowance yet to be determined for individuals who reside in the local community <p>AMWU (QLD)</p> <ul style="list-style-type: none"> • OS to pay for employees' flights to and from work. Where an employee cannot get a flight to their point of hire within 12 hours after the cessation of their final shift; OS will pay ordinary time until the employee arrives back at their point of hire. • Housing allowance for Moranbah, Dysart and Blackwater residences. <p>AMWU (WA)</p> <ul style="list-style-type: none"> • Permanent rooms for employees based at Newman and Port Hedland. <p>AWU</p> <ul style="list-style-type: none"> • For commute: <ul style="list-style-type: none"> ○ Company to provide free of charge transport in line with nominated commute work patters 	<p>With respect to permanent rooms, individual camps operate under different contracts. For the majority of the OS workforce, 'back to back' rooms are provided to maximise accommodation utilisation and minimise costs. We are unable to offer permanent rooms to all OS employees due to differing camp arrangements and the increased costs this would add.</p> <p>With respect to the ability to salary sacrifice Alliance flights in/out of Moranbah, the salary sacrifice policy only allows automatic bookings to be made directly in the Amex Global Business Travel portal GDS (global distribution system). GDS is a requirement as part of BHP and ATO process for Salary Sacrifice. Alliance Airlines is not set up to load their flights in the GDS. For smaller airlines, having their airfares loaded in the Amex Global Business Travel portal GDS is a complex set up process and can take some time to implement. It is up to the individual airline to have their airfares loaded in the GDS and manage any supporting processes. OS is working with Alliance to encourage them to add their flights to the GDS, however this is out of our control to manage.</p> <p>With respect to employees who chose to live locally being paid a residential allowance in lieu of utilising village accommodation, supply of village accommodation forms part of the contractual arrangement between OS and the assets we service. This means OS is not in a position to 'liquidate' the costs associated with village accommodation and pay this as an allowance. Further, it is a fundamental part of the OS model that employees are able to live where they choose. With this in mind, OS does not agree to fund</p>

Operations Services Maintenance Agreement

Record of Meeting

Raised by	Proposal topic	Proposal description	Company's response
		<p>from nearest state capital or regional city (Perth to site) and Cairns to village, and village to mine</p> <ul style="list-style-type: none"> ○ 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>Employee Bargaining Representatives</p> <ul style="list-style-type: none"> ● Permanent rooms in camp ● Paid travel time for FIFO employees in the Black Coal Mining Industry ● Rent assistance for those who elect to live in local communities. Specifically, employees who elect to live locally be paid \$160 per shift in lieu of utilising a camp room. ● Ability to salary sacrifice Alliance flights in/out of Moranbah 	<p>accommodation for some employees who elect to live in a particular location.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AWU	Inclement weather	<p>CFMMEU</p> <ul style="list-style-type: none"> ● Full draft clause provided as per Record of Meeting 17 February 2021 Appendix 3. <p>AWU</p> <ul style="list-style-type: none"> ● If wet or dangerous weather prevents normal work or results in a shut down then ● Employees to undertake alternate duties or training or, if training or alternate duties is unavailable will wait in readiness and continue to be paid if wet weather prevents normal work 	<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>

Operations Services Maintenance Agreement

Record of Meeting

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		<ul style="list-style-type: none"> • 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>For these reasons, OS does not accept this proposal.</p>
CFMMEU AMWU	Accident pay	<p>CFMMEU</p> <ul style="list-style-type: none"> • 39 weeks from date of injury of employee's salary plus bonus; • Further 39 weeks, 80% of salary plus bonus, or 35 hour rate at ordinary time plus bonus, whichever is greater. • Part of week incapacity results in pro-rata payments based on above. • Intermittent absences from one injury to be cumulative. • Company not to seek to remove itself from jurisdiction of CMSH Act 1999 (Qld) and Workers' Compensation and Rehabilitation Act 2003 (Qld). <p>AMWU</p> <ul style="list-style-type: none"> • Accident pay in the agreement that reflects 78 weeks paid as if at work (no loss of earnings). 	<p>Entitlements of this nature are dealt with by a procedure outside of the Agreement. The OS Workers' Compensation Policy provides up to 78 weeks' worker's compensation payments:</p> <ul style="list-style-type: none"> • First 39 weeks at 100% of your normal weekly pay; • Further 39 weeks at 85% of your normal weekly pay. <p>This is more generous than the accident pay entitlements set out in the Black Coal Mining Industry Award.</p> <p>For these reasons, OS does not accept this proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting

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CFMMEU AWU	Call backs	<p>CFMMEU</p> <ul style="list-style-type: none"> Call back provisions have been provided for in Clause 10 - Overtime of the CFMMEU – QLD's draft Agreement (Record of Meeting 17 February 2021 - Appendix 3) <p>AWU</p> <ul style="list-style-type: none"> Minimum four hours work at OT rate to be paid If job can be performed in less time, no requirement to work the full four hours 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> <p>Accordingly, OS does not accept this proposal.</p>
CFMMEU ETU AWU	Work clothing	<p>CFMMEU / AWU</p> <p>At commencement:</p> <ul style="list-style-type: none"> 5 x shirts 5 x trousers or 5 x overalls 1 x safety boots 1 x winter jacket 1 x light / spray jacket Prescription safety glasses (and spare glasses) as required <ul style="list-style-type: none"> Items replaced on fair wear and tear basis, incl when damaged, destroyed or lost, at no cost to Employee Entitlement to six additional items of industrial outer clothing annually “annual basis” means one year from the anniversary of an Employee's commencement date with the Company <p>ETU</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 as a result of their work clothing getting excessively soiled in the course of their role, they should speak with their Line Leader. For these reasons, OS does not accept this proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting

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		<p>As above and:</p> <ul style="list-style-type: none"> The Company will provide for soiled clothing to be replaced where excess soiling occurs during the Employees rostered shifts. The Company will continue to provide overalls for excessive soiled tasks. The Company will use its best endeavours to source the above work clothing from a suitable Australian clothing company. 	
CFMMEU AWU	Medicals	<p>CFMMEU</p> <ul style="list-style-type: none"> Upon notification by the Company, employees will be required to undertake a statutory health assessment in accordance with sections 46 and 47 of the CMS&H Act Where practicable, statutory health assessments will take place during rostered working hours. Where this is not practicable, a payment equivalent to one hour OT will be made to an employee who participates in a statutory health assessment on a rostered day off. Extra payment equivalent to 30min OT will be paid where an x-ray is required Attendance at a health assessment is not considered time worked Where the Company has provided reasonable prior notification to the employee that their statutory health assessment is expiring, the employee will not be able to access the Mine site and will not be paid until the next rostered shift worked an updated statutory health assessment form has been received by the Company The Company will ensure that all necessary costs are met prior to an employee attending Statutory Health Assessment <p>AWU</p>	<p>This is a matter dealt with in accordance with the applicable state safety legislation. This is important because OS works across, and the Agreement covers, different jurisdictions in Australia.</p> <p>For this reason, OS does not accept this proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting



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		<ul style="list-style-type: none"> Will only be conducted in line with respective state safety legislation Employees can choose to use their own GP and all medicals will be conducted in paid time for all participants (employee and GP) 	
CFMMEU AWU	Representatives	<p>CFMMEU</p> <ul style="list-style-type: none"> An employee may nominate a representative of their choice to represent them in relation to matters arising under this Agreement or in the course of their employment. Where the Company calls a meeting requiring the attendance of a particular employee, the Company will advise the employee of the purpose of the meeting to allow the employee to nominate a representative The Company will consult the employee and their representative to arrange a mutually convenient time The representative will make every reasonable effort to attend the meeting <p>AWU</p> <ul style="list-style-type: none"> Acknowledgement of the right for workplace representatives to be able to assist and represent members about all employment matters with no loss of pay 	<p>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 (which may be a union representative) in appropriate circumstances.</p> <p>OS recognises that union officials/delegates may act in the capacity of support person / representative.</p> <p>We consider this is already adequately provided for and, on this basis, OS does not accept this proposal.</p>
CFMMEU AMWU AWU	Bonus	<p>CFMMEU</p> <ul style="list-style-type: none"> Bonus to be included in the Agreement. <p>AMWU</p> <ul style="list-style-type: none"> \$15,000p.a. fixed bonus, paid weekly. <p>AWU</p> <ul style="list-style-type: none"> Principles of the bonus system to be referenced in the Agreement. 	<p>A fixed bonus would significantly increase our costs, and is not referable to seeking to reward individual performance and effort.</p> <p>OS employees are already eligible to participate in the OS Short Term Incentive Scheme. This is a performance-based bonus which rewards individual effort and excellence.</p> <p>For these reasons, OS does not accept this proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting

Raised by	Proposal topic	Proposal description	Company's response
ETU	Electrical safety representatives	<p>The Electrical Tradespeople employed at the Mine will annually elect one permanent Electrical Tradesperson who will be designated the "Electrical Safety Representative". This appointment shall be notified in writing, to the Site Senior Executive.</p> <p>Each Electrical Safety Representative shall, where required, be given the necessary time to:</p> <p>(a) Confer with the Electrical Inspector of Coal Mines whilst this inspector is on site; and</p> <p>(b) Accompany this Inspector on any inspection on site; and</p> <p>(c) Following notification, be permitted to inspect the scene of any onsite electrical accident/incident.</p> <p>The relevant Supervisor shall be notified of this request by the Electrical Safety Representative.</p> <p>The Company will approve training leave for the Electrical Safety Representative of the Mine to attend an approved annual Electrical Safety Conference</p>	<p>If applicable, this role is met by the host sites where OS is deployed in Queensland. Additionally, this is specifically related to coal mining only, which is misaligned with our proposed scope of a national Agreement.</p> <p>On this basis, OS does not accept this proposal.</p>
ETU	Licenses	<p>The Company shall provide the relevant training and payment for the renewal of all statutory licences and/or competencies, inclusive of High Voltage Switching Course and Refresher for all Engineering Employees required to utilise such licenses in the course of their normal employment with the Company.</p>	<p>This proposal is not in line with our objective of having a simple, safety net agreement. OS has a custom and practice of reimbursing training and license costs where the training and / or license is required for an employee to fulfil their role.</p> <p>Accordingly, OS does not accept this proposal.</p>
AMWU ETU	Maintenance Allowances	<p>AMWU Tool and trade allowance</p> <p>ETU General Maintenance Allowance Employees who work in the Maintenance Department will be paid a Maintenance Allowance of \$2,000 per year.</p> <p>2. Tool Allowance</p>	<p>This proposal would increase our costs and may put our competitiveness at risk. With respect to:</p> <ul style="list-style-type: none"> A maintenance / electrical license allowance: OS considers the remuneration maintenance personnel, including electricians, receive adequately compensates them for their skills, experience and the nature of their work.

Operations Services Maintenance Agreement

Record of Meeting



Raised by	Proposal topic	Proposal description	Company's response
		<p>Employees who work in the Maintenance Department and who are required by the Company to provide their own tools will be paid a Tool Allowance of \$2,000 per year.</p> <p>3. Electrical Licence Allowance:</p> <p>Employees who are:</p> <ul style="list-style-type: none"> • licensed electricians; and • required to perform electrical work; and • are required to hold and maintain an electrical license recognized by the Electrical Safety Office; and • appointed by the Electrical Engineering Manager, <p>Shall be paid an Electrical Licence Allowance of \$2,000 per year.</p>	<ul style="list-style-type: none"> • A tool allowance: While there has previously been differing positions on tooling based on deployment site, moving forward all tooling will be supplied to employees by OS, which we are in the process of rolling out. This will also negate the requirement for employees to provide their own tools. Salaries currently paid to relevant OS employees provide compensation for any applicable tool allowance under a relevant award. If an employee does not have the required tools to perform their role, they should speak with their Superintendent. <p>For these reasons, OS does not accept this proposal.</p>
ETU	Pandemic leave	<ul style="list-style-type: none"> • In the event of a pandemic effecting the workplace (or an Employee/ or Employees of the workplace) and where the Employee/s cannot access the workplace for their rostered shifts, the Employee will have access to 10 days of Paid Pandemic Leave. • This leave is not cumulative and does not come out of the Employee's accrued entitlements (Annual Leave, Personal/Carer's Leave etc.) and can only be accessed once the Employee has provided the sufficient evidence required. 	<p>This proposal would increase costs and limit our flexibility to respond to a pandemic depending on its unique circumstances. Throughout the course of the COVID-19 pandemic, OS responded in a way which provided support to employees that was more generous than required, including enabling employees deemed to be at high risk if they contracted COVID-19 to be absent from the workplace but paid as if they were at work for an extended period.</p> <p>We will continue to assess OS' response to the COVID-19 pandemic (or any pandemic) and the impact to employees as appropriate. This is in OS' interest to ensure business continuity in any event.</p> <p>For these reasons, OS does not accept this proposal.</p>
AWU	Income Protection	<ul style="list-style-type: none"> • The Company will provide for an income protection scheme that provides employees with up to 52 weeks of salary continuance from the date of injury / illness at the employees normal salary plus bonus 	<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>

Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"><li data-bbox="667 225 1272 331">• The income protection provisions can only be accessed after the employee has exhausted all personal leave entitlements<li data-bbox="667 336 1357 443">• The Company not to seek to remove itself from the relevant jurisdiction of the state workers compensation schemes where the Company operates	For these reasons, OS does not accept this proposal.

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

Appendix 4 - Review of proposed Operations Services Maintenance Agreement

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
1. Title				
1	This agreement will be known as the <i>Operations Services Maintenance Agreement</i> (" Agreement ").	CFMMEU want 'Black Coal Agreement' in title.	CFMMEU want 'Black Coal Agreement' in title.	
2. Coverage				
2.1	Subject to clause 2.2, this Agreement shall cover: (a) OS ACPM Pty Ltd (ACN 623 848 895) (" the Company "); and (b) Employees of the Company employed in the classifications set out in clause 6.4 of this Agreement who undertake maintenance activities on a mining operation (" Employees "). "Mining operation" in this clause includes Port operations in Western Australia which service mining operations.	Not agreed because: <ul style="list-style-type: none"> CFMMEU wants to include a reference to Coal; AWU also wants a reference to all other mining. AMWU wants separate agreements based on location. 	Not agreed because: <ul style="list-style-type: none"> CFMMEU wants to include a reference to Coal; AWU also wants a reference to all other mining. AMWU wants separate agreements based on location. 	
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.		CFMMEU / AWU have concerns around how this clause will be utilised.	Unions to confirm what the concerns are.
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).		Unions want policy positions in body of 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.		CFMMEU/AWU not in agreement with 'subject to clause 2.2'.	
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 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 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.	Wording is not disputed but CFMMEU and AWU want 3 years.	Wording is not disputed but CFMMEU and AWU want 3 years.	
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 that references to casual employment be removed.	AWU/ETU aligned on removal of casuals.	
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.	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.	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.	Do Bargaining Representatives want CFMMEU's draft clause 2.3(c) for proportional benefits? If there are concessions by BRs (e.g. agree clauses including reference to 38 hours) OS will include provision for proportional benefits /

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
				overtime for work in excess of agreed hours. If agreed OS will provide a draft clause.
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.	CFMMEU and AWU want reference to proportional benefits. CFMMEU want overtime for work in excess of agreed hours.	
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.	CFMMEU has requested that references to casual employment be removed.	CFMMEU has requested that references to casual employment be removed. AWU/ ETU support this position.	
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.	CFMMEU has requested that references to casual employment be removed.	CFMMEU has requested that references to casual employment be removed. AWU/ ETU support this position.	

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021						
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.	AWU support CFMMEU. CFMMEU want reference to trained, authorised and assessed to perform work.	This clause is the same as CFMMEU's draft 3.1. Is there an intent to table a revised proposal? Or CFMMEU to outline what is covered by trained authorized and assessed that is not covered by within their skill and competence in accordance with safe working practices . CFMMEU to confirm how this proposal works for those without an ordinary location (e.g. location East / West Coast)?						
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; and include wording for notice and payments when training is away from work location. AWU wants to limit training to other "OS employees".								
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.	AMWU want employees to only be transferred by consent and if it does not result in the employee being worse off overall.	CFMMEU, AWU, ETU, Employee Bargaining Representatives support AMWU position.							
6.4	Employees will be placed in one of the following classifications according to their responsibilities from time to time: <table border="1" data-bbox="305 1535 1026 1686"> <thead> <tr> <th>Classification</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Non Trades</td> <td>Non trade-qualified technicians undertaking maintenance work.</td> </tr> <tr> <td>Trades</td> <td>Trade-qualified technicians, undertaking maintenance work.</td> </tr> </tbody> </table> Trainees and Apprentices may be employed by the Company under this Agreement.	Classification	Description	Non Trades	Non trade-qualified technicians undertaking maintenance work.	Trades	Trade-qualified technicians, undertaking maintenance work.	Classification structure yet to be clarified	Unions don't want to table classifications until scope is determined. CFMMEU WA to provide more info re non-trade. Employee Bargaining Representatives would like to see further split for non-trade based on qualifications held.	OS formally requests proposals from all Bargaining Representatives on classifications, rates, allowances, escalations, and bonuses at next meeting.
Classification	Description									
Non Trades	Non trade-qualified technicians undertaking maintenance work.									
Trades	Trade-qualified technicians, undertaking maintenance work.									

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021															
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.		CFMMEU / AWU can't agree while they have concerns outlined at 6.1.																
7. Remuneration																			
7.1	Full Time and Part Time Employees will be paid an annualised salary (" Annual Salary ").																		
7.2-7.4	<p>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:</p> <p>(a) the total amount of the remuneration that would have been payable to the Employee under the relevant modern award for working the same roster; and</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 purpose of calculating an Employee's Annual Salary under this Agreement, the minimum modern award pay level upon which an individual Employee's Annual Salary will be based is as follows:</p> <table border="1"> <thead> <tr> <th rowspan="2">Agreement classification of Employee</th> <th colspan="2">Minimum award pay level</th> </tr> <tr> <th><i>Black Coal Mining Industry Award covered Employees</i></th> <th><i>Mining Industry Award covered Employees</i></th> </tr> </thead> <tbody> <tr> <td>Non Trades</td> <td>Mine Worker</td> <td>Level 4</td> </tr> <tr> <td rowspan="2">Trades</td> <td>0-2 years trade qualified experience</td> <td>Mine Worker - Advanced</td> <td>Level 6</td> </tr> <tr> <td>2+ years trade qualified experience</td> <td>Mine Worker - Specialised</td> <td>Level 7</td> </tr> </tbody> </table> <p>This clause 7.3 does not apply to Apprentices and Trainees.</p> <p>7.4 For the avoidance of doubt:</p> <p>(a) the Above Award Guarantee also applies to the Annual Salary</p>	Agreement classification of Employee	Minimum award pay level		<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>	Non Trades	Mine Worker	Level 4	Trades	0-2 years trade qualified experience	Mine Worker - Advanced	Level 6	2+ years trade qualified experience	Mine Worker - Specialised	Level 7	Claims regarding wages yet to be clarified.	Unions want wages inserted into agreement and defined hourly rate.	OS formally requests proposals from all Bargaining Representatives on classifications, rates, allowances, escalations, and bonuses at next meeting.
Agreement classification of Employee	Minimum award pay level																		
	<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>																	
Non Trades	Mine Worker	Level 4																	
Trades	0-2 years trade qualified experience	Mine Worker - Advanced	Level 6																
	2+ years trade qualified experience	Mine Worker - Specialised	Level 7																

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
	<p>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>			
7.5	<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>		<p>Bargaining representatives want reference to call backs included in Agreement.</p>	
7.6	<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 7.6, 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 7.6(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 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 7.6(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>	<p>CFMMEU has requested that references to casual employment be removed.</p>	<p>CFMMEU has requested that references to casual employment be removed.</p>	
7.7	<p>Remuneration will be paid at intervals determined by the Company (up to monthly), and is currently fortnightly in arrears.</p>		<p>CFMMEU / AWU / Employee Bargaining Representatives want</p>	<p>OS will agree to updating clause 7.7 to restrict reference to 'up to monthly' for the period of this</p>

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
			fortnightly only (e.g. remove reference to 'up to monthly'.	agreement therefore locking in that remuneration will be paid fortnightly in arrears for the period of this agreement if bargaining representatives agree to the wage guarantee clause. Further, if bargaining representatives have concerns OS will stop using contracts of employment (as has been expressed previously in bargaining), OS will consider adding an Agreement clause which confirms all employees will have a contract of employment that outlines their Annual Salary.
7.8	Payment will be by electronic funds transfer to a bank account in Australia nominated by the Employee.			
7.9	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.	AMWU want guaranteed \$15,000p.a. bonus paid weekly CFMMEU yet to table position AWU want principles of bonus system in agreement	Full bonus structure to be in Agreement. Employee Representative requested bonus to be payable if employed at 30 June (not 1 September).	
7.10	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 want wording amended and will consider their position.	OS requests CFMMEU provide wording.
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.		OS proposes to amend clause 8.1 to: <i>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</i>

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
				default fund will be a fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.
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.			
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.		Unions seeking clarity on shift change / handovers being completed in rostered hours.	
9.2	An Employee's rostered hours of work are averaged across their roster cycle, excluding handovers.	CFMMEU have 'including' handovers	As above.	
9.3	An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.		CFMMEU WA want travel time included in rostered hours.	
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.			
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 made a concession with respect to 9.5(a). 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	AWU supports CFMMEU.	

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
		agreement with majority of affected employees.		
9.6	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.	CFMMEU want overtime payments for any work past five hours without a break & specification crib will be taken as close to where work is being performed as possible.	CFMMEU want overtime payments for any work past five hours without a break & specification crib will be taken as close to where work is being performed as possible.	
10. Public holidays				
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.	Unions want Christmas / Boxing Day to be non-working days. The Company may call for volunteers to work Christmas / Boxing Day + penalty rates if working.	Unions want Christmas / Boxing Day to be non-working days. The Company may call for volunteers to work Christmas / Boxing Day + penalty rates if working.	
11. Annual leave				
11.1	Annual leave entitlements will be provided for in accordance with the NES.			
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.			
11.4	Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Annual Salary rate.	Generally agreed. CFMMEU wants any bonus to be included when calculating payment.	Generally agreed. CFMMEU wants any bonus to be included when calculating payment.	OS confirms current practice is that all paid leave counts as service for the OS Short Term Incentive (STI) scheme, however, maintains its position that this scheme is managed via policy.

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
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. Unions want additional days of paid leave for travel.	AWU agree with CFMMEU	
12.2	Personal/carer's leave is paid at an Employee's Annual Salary rate.	Generally agreed. CFMMEU wants any bonus to be included when calculating payment.		OS confirms current practice is that all paid leave counts as service for the OS Short Term Incentive (STI) 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. OS responded to this proposal in meeting on 3 June 2021 and confirmed that OS does not agree to amend the clause but additional paid compassionate leave beyond the NES will be assessed by OS on a case by case basis.		OS will consider adding wording to the effect of "an additional day of paid leave where employees are required to travel for the purpose of compassionate leave will be assessed by OS at its sole discretion on a case by case basis" if Bargaining Representatives accept OS' leave clauses.
13.2	Compassionate leave is paid at an Employee's Annual Salary rate.	Generally agreed. CFMMEU wants any bonus to be included when calculating payment.		OS confirms current practice is that all paid leave counts as service for the OS Short Term Incentive (STI) scheme, however, maintains its position that this scheme is managed via policy.

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
14. Parental leave				
14	<p>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.</p> <p><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.</p>	CFMMEU wants the current policy provision to be the substance of the agreement clause.		
15. Long service leave				
15.1	<p>15.1 Long service leave is in accordance with applicable legislation.</p> <p>15.2 Long Service leave accrues and must be taken subject to relevant legislation and the Company policies as amended from time to time.</p>	<p>CFMMEU want additional coal specific provisions included in agreement clause.</p> <p>AWU want eligible in accordance with legislation or eligible at 7 years, which is better for employee.</p>	CFMMEU want 'paid as if at work' captured in clause.	<p>OS will agree to add at 15.3:</p> <p><i>15.3 Long service leave is paid at an Employee's Annual Salary rate.</i></p> <p>If Bargaining Representatives accept OS' leave clauses.</p>
16. Community Service Leave				
16	Community service leave entitlements will be provided for in accordance with the NES.	CFMMEU and AWU proposed additional entitlements above the NES be included in the agreement.		
17. Leave to deal with Family and Domestic Violence				
17.1	<p>Entitlement to unpaid leave</p> <p>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.</p> <p><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.</p>	ETU wants paid leave.	CFMMEU/AWU support. AWU want current policy position included in Agreement.	
17.2	<p>Taking unpaid leave</p> <p>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</p>		As above.	

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
	violence and it is impractical for the Employee to do that thing outside their rostered hours of work.			
17.3	<p>Notice and evidence requirements</p> <p>(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.</p> <p>(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.</p> <p>(c) An Employee must comply with clause 17 to access the entitlement.</p>		Ad above.	
18. Issue Resolution Procedure				
18	<p>18.1 This clause sets out the process for resolving issues which relate to:</p> <p>(a) a matter arising under this Agreement; or</p> <p>(b) the NES.</p> <p>18.2 An Employee must first attempt to resolve the issue at the workplace level.</p> <p>18.3 If the issue resolution processes have genuinely been exhausted, and the issue is still unable to be resolved, 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.</p> <p>18.4 An Employee is entitled to have in attendance a support person / representative to assist the Employee at any stage of this process.</p>			OS will consider changes to the drafting of this clause to align with the Issue Resolution Process as specified in contracts of employment if Bargaining Representatives accept the safety net structure of the Agreement.
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.			
20. Management of change / Consultation				
20	<p>In the event that the Company makes:</p> <p>(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</p> <p>(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees,</p>	CFMMEU proposed that the model clause be used. This is consistent with OS's proposed drafting of clause 20. ETU wants an alternative clause.	CFMMEU want model clause inserted (rather than just referenced) in Agreement.	

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021	OS responses as at 5 August 2021 to feedback provided during meeting on 30 June 2021
	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.			
21. Redundancy				
N/A	N/A	CFMMEU wants additional steps before redundancies occur (reduction of labour hire and contractors, and voluntary rounds and internal redeployment) (19.1/19.2). AWU wants voluntary redundancies in the first instance.		
21.1	Definition of redundancy (a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative: (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 (ii) because of insolvency or bankruptcy of the Company. (b) This clause does not apply to Employees engaged for a fixed term or a specified task or to Casual Employees.		AWU advised the clause appears ok but they will review further. CFMMEU noted their proposal around what triggers redundancy.	Any additional feedback from the AWU? Do Bargaining Representatives confirm this clause is otherwise agreed noting the proposal for steps prior to redundancy?
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 wants any bonus to be included when calculating payment.	CFMMEU want maximum 30 weeks cap removed.	
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	Exemption 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: (a) that the Employee is competent to perform; (b) in a position that carries the same or a higher classification rate of pay than the Employee's previous position; (c) that can reasonably be regarded as permanent; and (d) allows the Employee to reside in the same general locality as the Employee's previous residence.	Agreed, subject to union's position on proposals put forward on redeployment as summarised above.	Agreed, subject to union's position on proposals put forward on redeployment as summarised above.	Do Bargaining Representatives confirm this clause is otherwise agreed noting the proposal for steps prior to redundancy?

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21.4	Variation of severance pay 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.		Agreed, subject to union's position on proposals put forward on redeployment as summarised above.	Do Bargaining Representatives confirm this clause is otherwise agreed noting the proposal for steps prior to redundancy?
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 employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice.		CFMMEU want probation capped at 6 months.	OS will agree to amend clause 22.3 to: <i>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 period of up to 6 months (excluding any periods of unpaid leave or unauthorised absences) 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.</i> If Bargaining Representatives agree to the remainder of clause 22.
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.			

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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.		CFMMEU has requested that references to casual employment be removed.	
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 want serious misconduct defined or amend to gross misconduct.	OS does not see any need to make this change as 'serious misconduct' is already defined in the <i>Fair Work Regulations 2009</i> . Is there anything covered by 'gross misconduct' that is not covered by 'serious misconduct'?
23. Better off 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		CFMMEU takes issue with a structure of OS' proposed Agreement.	CFMMEU to explain what the difference is between this clause applying in a safety net agreement or any other form of agreement. Doesn't it have the same effect in either?
24. No further claims				
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).		AWU agreed.	