

# Operations Services Maintenance Agreement

## Record of Meeting



**Date**  
**Location**  
**Attendees**

15 September 2021  
Videoconference via WebEx  
See Appendix 1

### Agenda

1. Introduction & agenda
2. Questions from last meeting
3. Continued discussions on proposed Agreement clauses
4. Logistics for next meeting

### Summary

<b>Introduction</b>	OS shared the agenda for the meeting.
<b>Questions from last meeting</b>	<p>OS responded to questions from the last meeting with regards to the dynamic roster. Specifically, OS advised it is currently working with the MECoE in attempt to improve notice of an upcoming roster, with the target being that a planning cycle and roster would be finalised with three weeks' notice. OS confirmed that while the aim is to provide three weeks' notice, there would be no change to the current overtime practice whereby overtime will be paid for changes made with less than seven days' notice. OS shared this is a big project involving multiple departments and different enterprise systems. OS will keep employees informed of progress with the proposed improvements.</p> <p>OS confirmed that where an employee works shifts over and above their total number of annualised shifts (as outlined in their contract of employment), these shifts will be paid at double-time rates.</p>
<b>Continued discussions on proposed Agreement clauses</b>	<p>Just prior to the meeting the AMWU (QLD) sent through its feedback in relation to the alternate positions put forward by OS at the last bargaining meeting (see <b>Appendix 2</b>). The parties spent time discussing the feedback. The CFMMEU (QLD) advised it had intended to share feedback in writing and would do so following the meeting.</p> <p>OS had previously requested bargaining representatives table their outstanding proposals in respect of classifications, salaries, bonus, hours of work &amp; allowances. Bargaining representatives advised they were unable to do so in circumstances where the parties are apart on the proposed scope and structure of the Agreement. OS explained it is unable to fully consider proposals which have not been tabled.</p> <p>Whilst nothing specific was tabled, the parties had general discussions regarding their positions. The CFMMEU (QLD) advised they are seeking current OS salaries included in the proposed Agreement as a minimum. The AWU supported this position and noted they are seeking allowances called out separately within the Agreement.</p> <p>Several different views were shared regarding incentive. The AMWU (QLD) noted they are seeking a scheme included in the Agreement which employees have a high degree of control over. They shared their belief that any incentive scheme should not be tied to production or safety.</p>

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	<p>The AWU and some Employee Bargaining Representatives shared they are happy with the current OS Short Term Incentive scheme but would like to see specifics included in the Agreement. It was also advised employees would like to see the incentive paid quarterly rather than annually.</p> <p>The AMWU (WA) advised they intend on tabling a different scope for employees in WA.</p> <p>The CFMMEU (QLD) tabled a new proposal regarding Types of Employment and advised they will send through particulars in writing.</p> <p>An Employee Bargaining Representative noted he continues to press his claim for matched superannuation.</p>
<b>Next meeting</b>	The next meeting has been scheduled for 21 October 2021 via WebEx (video conference).

Actions		
<b>Confirm meeting arrangements</b>	OS	14 October 2021
<b>Respond to outstanding proposals</b>	Bargaining representatives	21 October 2021

### Appendix 1

Attendance List	
Rob Hannaford	Manager Maintenance
Jessica Morkel	Principal Employee Relations
Maryke Prinsloo	Specialist Employee Relations
Thomas Smyth	Saraji - Mobile
Karthik Sundarraj	WA Mechanical Conveyors
Mark Argent	WA Fixed Plant
Christopher Rudd	WA Fixed Plant - Pulleys
Peter Rich	WA Mechanical Conveyors
Mitch Hughes	CFMMEU (QLD)
Kegan Scherf	AMWU (QLD)
David Buck	AMWU (WA)
Simon Rushworth	AMWU (WA)
Craig Thomas	ETU
Shane Roulstone	AWU

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### Appendix 2 – AMWU (QLD) feedback on OS' alternate proposals

Proposed OS Maintenance Agreement Clause Number	Position & responses at bargaining meeting on 5 August 2021	AMWU QLD/NT Comments
<b>5. Type of Employment</b>		
5.3b	If there are concessions by the unions in respect of this clause, in particular cease pressing claim for 35hrs, OS will look to include a provision for overtime work in excess of agreed hours. If agreed, OS will provide a draft clause.	Contingent upon draft clause being provided by OS for consideration.
<b>6. Duties</b>		
6.4	OS formally requests proposals from all bargaining representatives in respect of classifications at the next meeting.	Unable to move forward given the differences in scope between the parties and differences in Modern Awards. Cannot resolve while OS maintains its proposed scope and its "safety net" format.
<b>7. Remuneration</b>		
7.2-7.4	OS formally requests the proposals from all bargaining representatives in respect of remuneration (including wages, bonus and any additional allowances) at the next meeting.	Unable to move forward given the differences in scope between the parties and the competing market interests in respect of wages and allowances. Cannot resolve while OS maintains its proposed scope and its "safety net" format.
7.7	OS will agree to remove the reference to 'up to monthly' if bargaining representatives agree to the OS Maintenance salary guarantee clause.	Rejected.
7.9	OS formally requests proposals from all bargaining representatives in respect of incentive at the next meeting.	Any incentive scheme must be achievable and not result in employees failing to be rewarded if metrics are out of their control. We do not support an incentive or bonus scheme which has metrics attached to safety or which is at the discretion of site supervisors. Needs transparency and oversight from the workforce.
7.10	OS requests CFMMEU to provide wording in respect of the overpayment recovery process.	7.10 contrary to the Act, rejected.
<b>9. Hours of Work</b>		
9.5	OS formally requests the proposals from bargaining representatives in respect of hours of work & rosters.	Unable to move forward given the differences in scope between the parties. Different mining operations require different roster implementation. Cannot resolve while OS maintains its proposed scope and its "safety net" format.
<b>13. Compassionate Leave</b>		
13.1	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.	Considering proposal.
<b>15. Long Service Leave</b>		
15.3	OS will agree to add at 15.3 'Long service leave is paid at an Employee's Annual Salary rate' if bargaining representatives accept OS' leave clauses.	Considering proposal.
<b>18. Issue Resolution Procedure</b>		
18	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.	Rejected. Clause sought by AMWU allows for parties to the enterprise agreement to initiate the issue resolution procedure in their own right and allows for compulsory arbitration.
<b>21. Redundancy</b>		
21.1 – 21.4	OS requests AWU to provide further feedback on clause 21.4. Do bargaining representatives confirm clauses 21.1, 21.3 and 21.4 are otherwise agreed noting the proposal for steps prior to redundancy?	Clauses rejected. AMWU has specific claim in respect of redundancy on its log.

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<b>22. Termination of Employment</b>		
<b>22.3</b>	<p>If the bargaining representatives consider their position and cease to press all other claims in respect of this clause. OS' proposed position would be:</p> <p>22.3 The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of probation will begin on the commencement of employment and will continue for a <u>period of up to 6 months (excluding any periods of unpaid leave or unauthorised absences)</u> as is notified by the Company in advance in writing. During the period of probation, the Company may terminate the probationary Employee's employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice.</p>	<p>Considering proposal- words could be added in around site access post termination. Our members complain that they are locked out or "black banned" from site by unaccountable site managers. Effectively stopped from working in the coal industry.</p>
<b>23. Better off overall</b>		
<b>23</b>	<p>CFMMEU to explain what the difference is between this clause applying in a safety net agreement or any other form of agreement.</p>	<p>AMWU supports CFMMEU on this point.</p>