

Operations Services Maintenance Agreement

Record of Meeting



Date
Location
Attendees

21 October 2021
Videoconference via WebEx
See Appendix 1

Agenda

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

Summary

Introduction	OS shared the agenda for the meeting.
Questions from last meeting	<p>OS responded to a question emailed from an Employee Bargaining Representative regarding sick leave accruals and deductions on the dynamic roster (see Appendix 2).</p> <p>OS confirmed the issue has been investigated, and a system error has been identified in the way the leave was being deducted in accordance with the Employee's roster in SAP. OS advised a request has been submitted to rectify the issue and that an audit will be completed to ensure any balances which require correction are amended.</p>
New proposals	The AMWU (WA) spoke to their proposals (see Appendix 3). OS asked questions to ensure it understood the proposals. OS agreed to respond to the proposals at the next bargaining meeting.
Continued discussions on proposed Agreement clauses	<p>OS responded to the CFMMEU's alternate proposal on Types of Employment.</p> <p>OS sought a response from bargaining representatives on its alternate proposal for Long Service Leave and Compassionate Leave. Bargaining representatives were still not able to respond to this proposal and outlined they would consider it further ahead of the next bargaining meeting.</p> <p>Discussions continued on each of the subclauses in the proposed OS Maintenance Agreement, as well as all proposals tabled to date by the Bargaining Representatives (see Appendix 4). The intent of this document is to show where the parties are agreed, close to agreement or not agreed with reference to specific subclauses and proposals in attempt to narrow the focus of discussions.</p> <p>OS noted that since bargaining commenced in December 2020 it has been clear in its objectives of seeking to make a national, simple safety net Agreement which provides flexibility and choice and enables OS to remain cost competitive and continue to grow.</p> <p>OS stated that while it wants to move bargaining forward, it will not be at the expense of its objectives, and that it appears all parties are currently staunch in their positions. OS requested that ahead of the next meeting the parties consider</p>

Operations Services Maintenance Agreement

Record of Meeting



	<p>their positions and come prepared to discuss any changes they are willing to make in the interests of meaningful discussion and progressing negotiations. The parties agreed to this request, with the AWU noting it was important OS also consider its position and whether it was prepared to make change.</p> <p>An Employee Bargaining Representative confirmed that clarity in the Agreement regarding no forced interstate transfers was important to them.</p>
Next meeting	The next meeting has been scheduled for 25 November 2021 via WebEx (video conference).

Actions		
Confirm meeting arrangements	OS	18 November 2021
Respond to outstanding proposals	OS / Bargaining Representatives	25 November 2021

Appendix 1

Attendance List	
Rob Hannaford	Manager Maintenance
Grant Costello	Manager Maintenance
Jessica Morkel	Principal Employee Relations
Nicole Elkovich	Specialist Employee Relations
Glen Hallums	WA Fixed Plant (Pulley's)
Michael Caskey	Saraji Mobile
Shannon Raddon	WA Fixed Plant (Pulley's)
Peter Rich	WA Mechanical Conveyors
Shane Roulstone	AWU
Mitch Hughes	CFMMEU (QLD)
Kivraj Singh	CFMMEU (WA)
Craig Thomas	ETU
Michael Wright	ETU
David Buck	AMWU (WA)
Renee Portland	AMWU (WA)

Appendix 2 – Email correspondence from Bargaining Representatives

Hi Jessica,

The concern regarding the difference in occurring and deducting of sick leave hours on dynamic roster which I have escalated in the last meeting. Please find following details of it and please escalate this to the correct department to get fixed.

Occurred hours / day - 10.85hrs
Per Annum $10 \times 10.85 = 108.5\text{hrs}$

Deducted sick leave hours / day - 12hrs

Per Annum $108.5 / 12 = 9 \text{ days}$

We loose a day in every year as per this process.

Thanks

Kind Regards,
Karthik

Appendix 3 – AMWU (WA) proposals

AMWU WA Iron Ore Maintenance Log of Claims



Western Australia Iron ore BHP Operation Services maintenance employees Agreement.

Hours of Work- 35 Hour Week. Shift start times, prestart time & location to be mutually agreed.

Camp to Site - Door to door must not be more than 13hrs

Travel FIFO - Employees, fly in and out on workdays

Roster Notice – Change by mutual agreement (all rosters to be annexed in the agreement).

Night shift loading – 25%

Overtime - Over cycle payment - Double time, more than 13 hours door to door paid at double

Housing allowance.

Accommodation permanent rooms allocated at base/host site in accordance with original offer of contract...with opposite shift back-to-back panel to adhere to NPI min 40% utilisation requirements

Annual Leave - 6 weeks leave per annum. Taken by providing notice of six weeks on ratio basis. ALTA Permeant residents.

Personal Leave -Continue as per 15 x full shifts per year accrued, entitlement accrued to be paid out on termination of employment in full at applicable rate of pay.

Public Holidays - Paid at the rate at Double time & Half.

Night shift loading – 25%

Leading Hands - Uplift of 20%

Salary - classifications structures that reflect actual salaries for maintenance crews.

Superannuation - payable on all rostered hours and any bonuses, ability to sacrifice remain above the guarantee by 5%.

Redundancy 3 months in lieu of notice, plus 3 weeks for each year of service, plus all sick leave accrual paid out.

Policies – to form part of the agreement.

Income protection. Wage Guard

Dispute resolution. – all employee matters

Meal breaks all paid.

Disciplinary Procedures

Paid inductions / medicals.

Inclement weather inclusion.

Training and licencing clause.

Annexures – Covering maintenance below the 26 parallel

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

Appendix 4 – Operations Services Maintenance Agreement Bargaining Overlay

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
Title			
1	This agreement will be known as the <i>Operations Services Maintenance Agreement</i> ("Agreement").	1.1 This enterprise agreement will be known as the Operations Services Coal Agreement ("the Agreement")	<ol style="list-style-type: none"> 1. CFMMEU wants a reference to coal 2. AWU wants a reference to non –coal 3. AMWU QLD and ETU want a reference to coal in Qld 4. AMWU WA want an Iron Ore EA 5. OS does not accept any union proposal as: <ol style="list-style-type: none"> a. 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. 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. b. 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
Coverage			
2.1	Subject to clause 2.2, this Agreement shall cover: <ol style="list-style-type: none"> (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. 	1.1 This enterprise agreement will be known as the Operations Services Coal Agreement ("the Agreement") and will cover and apply to: <ol style="list-style-type: none"> a) OS MCAP Pty Ltd (ACN 626 224 655); b) OS ACPM Pty Ltd (ACN 623 848 895); c) The Employees of OS MCAP Pty Ltd or OS ACPM Pty Ltd who perform work covered by Schedule A of the Black Coal Mining Industry Award 2010 and who are engaged in a classification in this Agreement undertaking production or maintenance activities in the black coal mining industry ("the Employees"); and d) The Unions, provided each one becomes covered by this Agreement pursuant to section 183 of the Fair Work Act 2009 (Cth). 	<ol style="list-style-type: none"> 1. CFMMEU wants to <ol style="list-style-type: none"> a. limit coverage to Coal; and b. add OS Production as a party c. cover Maintenance and Production 2. AWU wants to limit coverage to Non-coal 3. AMWU wants separate agreements based on location 4. OS does not accept any union proposal as: <ul style="list-style-type: none"> • 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. 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. • 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

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			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
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.		1. CFMMEU / AWU believe the Agreement being negotiated should be the main Agreement and there is no need for further Agreements.
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).		1. CFMMEU / AWU / AMWU want the policies included in the EA 2. OS response a. 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.
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.	1.2 This Agreement (including any relevant Schedule) will form the complete agreement covering all terms and conditions of employment that apply to Employees. It overrides and replaces in its entirety the BCMI Award and all other awards or industrial instruments that may have otherwise applied.	1. CFMMEU/AWU want removal of 'subject to clause 2.2' 2. OS response a. 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
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 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.		
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.	1.4 The nominal expiry date of the Agreement will be 3 years after the date on which the FWC approves the Agreement.	1. All unions seek a three-year agreement 2. AWU – requirement to commence bargaining 6 months before nominal expiry 3. OS response a. 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. b. For these reasons, OS does not accept this proposal.
4.3	The Agreement will continue to operate past the nominal expiry date until terminated or replaced by another agreement.		
Type of employment			
5.1	Employees may be engaged under this Agreement as Full Time Employees, Part Time Employees or Casual Employees.	2.1 Employees may be engaged under this Agreement as Full Time Employees or Part Time Employees.	1. CFMMEU and AWU have requested that references to casual employment be removed

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
5.2(a)	<p>A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows:</p> <p>(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</p> <p>[...]</p>	<p>2.2. A full-time Employee is an Employee who has been engaged to work 35 ordinary hours per week, averaged over a roster cycle.</p>	<ol style="list-style-type: none"> 1. CFMMEU, AWU and AMWU WA want reference to: 2. 35 hours not 38. 3. OS response <ol style="list-style-type: none"> a. OS believe the clause as currently drafted fairly reflects the industry conditions for OS's 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. b. To adopt the 35 ordinary hours across coal and non-coal operations may reduce its ability to be competitive in certain markets. Accordingly, OSPM does not accept this proposal 4. CFMMEU response <ol style="list-style-type: none"> a. MH will send through draft in writing. Verbally advised if OS agrees to 35-hour week, CFMMEU will stop pressing claim for casuals to be removed from Agreement. 5. OS response <ol style="list-style-type: none"> a. OS does not accept this proposal and restates its earlier response.
5.2(b)	<p>A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows:</p> <p>[...]</p> <p>in the case of any other Employee – an average of 35 ordinary hours per week, averaged over their roster cycle.</p>		
5.3(a)	<p>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:</p> <p>(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</p> <p>[...]</p>	<p>2.3. A Part Time employee is an employee who:</p> <ol style="list-style-type: none"> a) works less than an average of 35 hours per week, averaged over their roster cycle; b) has reasonably predictable hours of work; and c) receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work. 	<ol style="list-style-type: none"> 1. AWU want reference to <ol style="list-style-type: none"> a. 35 hours not 38. b. Temporary – fixed term or specified task, no longer than 12 months 2. OS proposal <ol style="list-style-type: none"> a. If there are concessions by BRs (e.g., agree clauses including reference to 38 hours) OS will include provision for proportional benefits / overtime for work in excess of agreed hours. 3. AMWU (QLD) <ol style="list-style-type: none"> a. Before give definitive yes or no need to consult with workers first. b. In good faith happy to consider this and see what resolution we can reach at this point. 4. AMWU (WA) <ol style="list-style-type: none"> a. 35-hour week
5.3(b)	<p>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:</p> <p>[...]</p> <p>(b) in the case of any other Employee – an average of 35 ordinary hours per week, averaged over their roster cycle.</p>		<ol style="list-style-type: none"> 1. CFMMEU want reference to <ol style="list-style-type: none"> a. proportional benefits and b. overtime for work in excess of agreed hours 2. OS proposal <ol style="list-style-type: none"> a. If there are concessions by BRs (e.g. agree clauses including reference to 38 hours) OS will include provision for proportional benefits / overtime for work in excess of agreed hours.
5.4	<p>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.</p>		

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		2.5 Any agreed variation to the regular pattern of work will be recorded in writing. 2.6 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause [10] – Overtime.	
5.5	A Casual Employee is an Employee who is engaged and paid as a Casual Employee.		1. CFMMEU /AWU/ETU position a. that all references to casual employment be removed from EA. If OS accepts claims in CFMMEU proposed EA, unions are willing to drop opposition to casuals.
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.		2. OS position is a. 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. b. Accordingly, OS does not accept this proposal.
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.	3.1 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. 3.2 The Company will not allocate tasks in a manner which promotes deskilling.	1. CFMMEU and AWU want a reference to a. Work trained, authorised and assessed to perform b. No promoting deskilling 2. OS position a. 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 . b. The clause relating to deskilling is too broad and ambiguous. OS has commitments to its customers, and it is important to retain the right to allocate work in the way it deems appropriate in order to meet its obligations to its customers and remain competitive.
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.	3.3 Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company, and will teach work skills to other Employees covered by this Agreement, as required. Training 4.1. The Company shall provide the relevant training and payment for the renewal of statutory licences for all Employees required to utilise such licenses in the course of their normal employment with the Company.	1. CFMMEU wants to a. delete reference to training others; and b. include wording for notice and payments when training is away from work location. 2. AWU wants to a. limit training to other OS employees 3. OS response

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties						
		<p>4.2. If an Employee has to travel for the purpose of attending a training course required for their role away from their normal place of work, the Company will provide:</p> <ul style="list-style-type: none"> a) transport to and from the training venue; b) accommodation and meals if necessary; c) payment or TOIL; and d) payment or TOIL for travel time if the Employee is required to travel on an RDO. <p>4.3. Where the Company requests or offers an Employee to undertake training outside of the Employee's normal shift patterns, and the Employee agrees, payment to the Employee will be made in accordance with Overtime rates for the period of the training.</p> <p>4.4. If training is conducted on a rostered shift, there shall be no loss of pay for that day even if the course is of a shorter duration and it is not reasonably practicable to return to duty.</p>	<ul style="list-style-type: none"> a. 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. b. 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. 						
6.3	<p>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.</p>	<p>3.4 Organisational requirements may require Employees to temporarily work away from the Employee's ordinary location. Where this occurs, all time reasonably spent outside rostered shifts in travelling between home and the temporary location will be paid as if at work, including bonus, for time spent travelling. Consultation and notice of a minimum of two weeks will be provided in these circumstances.</p> <p>3.5 Where the notice required by clause 4.4 is not available then, by agreement, less notice may be given, and the Employee will be paid at overtime rates for all work from the time of change of shift until that notice period would have expired.</p> <p>3.7 Trainees may be employed by the Company under this Agreement.</p>	<ol style="list-style-type: none"> 1. AMWU want employees only to be transferred <ul style="list-style-type: none"> a. by consent and if it does not result in the employee being worse off overall 2. CFMMEU, AWU, ETU, Employee Bargaining Representatives support AMWU position. 3. CFMMEU want an employee's current deployment site considered their ordinary location. 4. OS response <ul style="list-style-type: none"> a. 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. b. Clause 6.4 of the proposed Agreement already provides that Apprentices and Trainees may be employed by the Company under the Agreement. c. For the reasons outlined above, OS does not accept this proposal. 						
6.4	<p>Employees will be placed in one of the following classifications according to their responsibilities from time to time:</p> <table border="1" data-bbox="166 1434 887 1577"> <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> <p>Trainees and Apprentices may be employed by the Company under this Agreement.</p>	Classification	Description	Non Trades	Non trade-qualified technicians undertaking maintenance work.	Trades	Trade-qualified technicians, undertaking maintenance work.	4.6 [Classification structure TBD]	<ol style="list-style-type: none"> 1. AMWU position <ul style="list-style-type: none"> a. can't provide our view due to scope and safety net agreement. We don't see how we will be able to move forward with it at this stage. b. expect to have a full and comprehensive agreement dealing with skills, upskilling etc. for the Coal employees and presumably the same for MIA employees as well. 2. CFMMEU WA to provide <ul style="list-style-type: none"> a. more info re non-trade. b. better information on the levels e.g. how to progress from level to next 3. Employee Bargaining Representatives would like to see <ul style="list-style-type: none"> a. further split within non-trade classification based on qualifications held 4. OS response <ul style="list-style-type: none"> a. 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
Classification	Description								
Non Trades	Non trade-qualified technicians undertaking maintenance work.								
Trades	Trade-qualified technicians, undertaking maintenance work.								

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties																	
			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. b. For these reasons, OS does not accept this proposal.																	
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.	3.8 An Employee's classification under 3.6 does not limit the duties that an Employee may be required to perform in accordance with clause 3.3.	1. CFMMEU / AWU position a. can't agree until concerns outlined at 6.1 resolved																	
Remuneration																				
7.1	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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" 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 colspan="2">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 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</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	<p>6. Wages and annual increases to be included in Agreement. Specific details yet to be tabled.</p> <p>Length of rest after working overtime 10.3 When overtime work is necessary it will be arranged where possible for Employees to have at least 10 consecutive hours off duty between the work of successive days.</p> <p>Where the Employee does not get a 10 hour rest</p>	<p>1. CFMMEU, AWU, ETU, Employee Bargaining Representatives yet to table formal salary position</p> <p>2. OS has asked</p> <p>a. for all claims in classifications and bonus to be tabled Same as 6.4.</p> <p>b. 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.</p> <p>3. AMWU QLD</p> <p>a. want a greater level of certainty of what that looks like. Structure of EA is the most important issue, and it doesn't provide us with certainty that we would be able to resolve a lot of issues</p> <p>b. advised if OS can indicate that it is willing to move on that position, then AMWU will be able to put proposals forward</p> <p>c. Want a table of escalations attached to EA</p> <p>4. CFMMEU stated</p> <p>a. not prepared to put figures forward until we can get agreement to put rates into agreement and at least put current rates into EA</p> <p>b. From that starting point we can start talking figures</p> <p>5. AWU want</p> <p>a. reflective of what is occurring in IO right now</p> <p>b. it to be in EA as minimum in terms of salaries and</p> <p>c. to reflect rosters.</p> <p>d. Not include allowances, that needs to be separate and clear.</p> <p>6. AMWU WA want</p> <p>a. classifications structures that reflect actual salaries for maintenance crews.</p> <p>7. Employee Bargaining Representatives</p> <p>a. An increase to the proposed salary rates.</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																	

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
	<p>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>	<p>10.4 The following conditions apply to an Employee who works so much overtime that the Employee has not had at least 10 consecutive hours off duty between the completion of work on one day and the commencement of work on the next day:</p> <p>(a) the Employee will be release from duty after that overtime is finished until the Employee has had 10 consecutive hours off duty; and</p> <p>(b) there will be no loss of pay for rostered hours of time which occur during this absence.</p> <p>10.5 The following conditions apply to an Employee who, on the instructions of the Company resumes or continues to work without having had 10 consecutive hours off duty in accordance with 1 (b) above.</p> <p>(a) the Employee will be paid at overtime rates during rostered hours and after that until the Employee is released from duty;</p> <p>(b) the Employee will then be entitled to be absent for 10 consecutive hours; and</p> <p>(c) there will be no loss of pay for rostered hours of work time which occur during this absence.</p>	<p>b. Exact amount not specified however a figure of \$144,500p.a was given for QLD Coal</p> <p>c. Leading hand allowance</p> <p>8. OS position</p> <p>a. 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>b. Minimum wage increases under the EA are guaranteed insofar as they will increase relative to the annual review of minimum rates by the Fair Work Commission.</p> <p>c. 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>d. 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>e. 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>f. 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>g. For these reasons, OS does not accept the proposals.</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. Bargaining representatives want reference to call backs included in Agreement.</p>		

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		10.1 Subject to the NES, the Company may require an Employee to work reasonable additional hours in addition to their rostered hours and be paid the applicable overtime rates.	
		10.2. In calculating overtime, except for call backs, each day is to be treated separately.	
		<p>Payment for call-back</p> <p>10.6. An Employee who is recalled to work overtime after leaving the Mine (whether the Employee was notified before or after leaving the Mine) will be paid for at least four hours work at the appropriate rate for each time the Employee is recalled.</p> <p>10.7. Except where unforeseen circumstances arise, the Employee will not be required to work the full four hours if the job to be performed is completed within a shorter period.</p> <p>10.8. The provisions of this clause do not apply in the following cases:</p> <p>a) where it is customary for an Employee to return to the Mine to perform a specific job outside the Employee's ordinary working hours; or</p> <p>b) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.</p> <p>Call-back less than four hours</p> <p>10.9. Overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of a rest period as set down in clause "Rest period after working overtime" if the actual time worked is less than four hours on any recall or on each of any recalls.</p>	<p>1. OS position</p> <p>a. 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>b. Accordingly, OS does not accept this proposal.</p> <p>2. AWU</p> <p>a. Minimum four hours work at OT rate to be paid</p> <p>b. If job can be performed in less time, no requirement to work the full four hours</p> <p>c. 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)</p> <p>d. Paid meal breaks to be an entitlement for OT</p> <p>e. Unrostered OT to be paid at double time</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>1. CFMMEU has requested references to casual employment be removed from the Agreement.</p>

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
7.7	Remuneration will be paid at intervals determined by the Company (up to monthly), and is currently fortnightly in arrears.		<ol style="list-style-type: none"> 1. Unions / Employee Bargaining Representatives want <ol style="list-style-type: none"> a. fortnightly only (e.g., remove reference to 'up to monthly'. 2. OS proposed <ol style="list-style-type: none"> a. updating clause 7.7 to restrict reference to 'up to monthly' for the period of this 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.
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.	7. Bonus – TBD	<ol style="list-style-type: none"> 1. CFMMEU want <ol style="list-style-type: none"> a. Bonus to be included in the Agreement. 2. AMWU want <ol style="list-style-type: none"> a. guaranteed \$15,000p.a. bonus paid weekly 3. AWU want <ol style="list-style-type: none"> a. principles of bonus system in agreement 4. Employee Representative requested <ol style="list-style-type: none"> a. bonus to be payable if employed at 30 June (not 1 September). b. Bonus paid quarterly 5. AMWU position in broad terms <ol style="list-style-type: none"> a. terms of incentive scheme in EA. b. not saying whole thing should be in EA, bit the core principles at least c. Key underlying principles need to be <ol style="list-style-type: none"> i. very clear. ii. need to be metrics which employee has high degree of control over. iii. taken right out of site supervisors' hands. iv. shouldn't be tied to production. v. shouldn't have anything to do with safety. vi. very transparent to workers 6. OS position <ul style="list-style-type: none"> • A fixed bonus would significantly increase our costs and is not referable to seeking to reward individual performance and effort. • 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. • For these reasons, OS does not accept this proposal.
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.		<ol style="list-style-type: none"> 1. CFMMEU want <ol style="list-style-type: none"> a. wording amended b. MH: Will send through wording through that just reflects the Act in terms of where there is an overpayment that company and employee work out reasonable time frame and reasonable way to pay it. c. Company will seek to rectify under payments no later than next pay run.

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties										
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.	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 default Super Fund will be Mine Super.	<p>1. CFMMEU</p> <ul style="list-style-type: none"> a. Default Super Fund to be Mine Super b. The Company's contribution on behalf of employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> c. An employee can request that the employee will forgo part of their annual salary otherwise payable under this Agreement and in lieu pay this amount in the employees nominated superannuation fund <p>2. AMWU QLD</p> <ul style="list-style-type: none"> a. Super payable on all regular rostered hours and bonus at 10% and matching with any further legislated increases. b. Superannuation increases to occur as currently set out in the <i>Superannuation Guarantee (Administration) Act 1992</i>. Specifically: <table border="1" data-bbox="2246 835 2932 982"> <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>3. AMWU WA</p> <ul style="list-style-type: none"> a. Superannuation payable on all rostered hours and any bonuses, ability to sacrifice remain above the guarantee by 5%. <p>4. AWU</p> <ul style="list-style-type: none"> a. Default fund to be traditional industry funds such as Australian and Mine Super <p>5. Employee Bargaining Representatives</p> <ul style="list-style-type: none"> b. Matched superannuation in accordance with the BHP matched superannuation scheme. <p>6. OS</p> <ul style="list-style-type: none"> a. 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 default fund will be a fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</i> b. Otherwise we believe this clause as it is currently drafted adequately captures that superannuation will be paid in accordance with current legislation, including any legislated increases. This includes the recent legislated increase to 10% for Company superannuation contributions. c. 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. 	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%
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%												

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			d. For these reasons, OS does not accept this proposal.
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.		
Hours of Work			
9.1	The Company expects that an Employee's work will usually be completed in their rostered hours. An Employee's rostered hours of work are averaged across their roster cycle, excluding handovers.	9.1 Rosters and hours of work will be based on an average of 35 ordinary hours per week, averaged over a roster cycle. Shifts will include an effective handover at the start and end of each shift.	1. CFMMEU want a. Rostered shifts to 'include' handovers
9.2			
9.3	An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.		
9.4	By working these hours, Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Annual Salary is calculated on the basis that Employees will work these hours.		
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.	9.2 An Employee shall not be rostered to work more than 12.5 hours in any one shift and will have a minimum break of 10 consecutive hours between shifts. 9.3 [start and finish time TBD] Employees will present themselves ready to start their rostered shift, at the prescribed time and location. 9.4 The Company may require an Employee or Employees to change shift or their place on the roster. Where this occurs, the Employee must receive: a) one week's notice of any change is given to the Employee, or four weeks' notice of any change where the Employee will be changing to a non-continuous shift roster; or b) where less notice is given, the Employee will be paid at overtime rates for all work from the time of change of shift until that notice period would have expired. 9.5. The Company may only introduce a new roster following consultation, and with the agreement of the majority of affected employees.	1. OS has a. made a concession with respect to breaks in 9.5(a). 2. CFMMEU want a. 4 weeks' notice of change if changing to non-continuous roster and overtime where less notice is given b. new rosters only following consultation and agreement with majority of affected employees. 3. AWU want a. For residential employee's work is considered to have commenced at arrival at the workplace (passing onto the mine site) and considered finished on departure from the workplace (passing off the mine site/gate). b. For FIFO employee's work is considered to have commenced at arrival at the workplace (passing onto the mine site) and considered finished on departure from the workplace (passing off the mine site / gate). c. For FIFO employee's travelling from home to work on the first day of a work cycle, work is considered to have commenced for the employee on boarding the aircraft for that day. d. For FIFO employee's travelling from work to home on the last day of a work cycle, work is considered to have ceased for paid purposes when the employee has boarded the departing aircraft. 4. AMWU WA want a. Change by mutual agreement (all rosters to be annexed in the agreement). b. Shift start times, prestart time & location to be mutually agreed. c. FIFO travel to occur on workdays. 5. OS response a. Introducing new rosters by agreement only or specifying start and finish places by agreement may limit our

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>flexibility, including in relation to meeting operational requirements for the sites at which OS is (or may be) deployed.</p> <ul style="list-style-type: none"> b. 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. c. Other than amending the minimum break time between shifts, OS does not agree to any further amendments to this clause in the Agreement.
9.6	<p>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.</p>	<p>Crib breaks</p> <p>11.1 An Employee is entitled to meal break of 30 minutes without deduction from pay for each 5 hours worked during rostered hours. This period will be counted as time worked.</p> <p>11.2 Subject to clause 11.3, an employee will not be required to work for more than five hours without a meal break.</p> <p>11.3 Where the employer and employee agree that the employee will work for more than five hours without a break, then the employee will be paid for any work beyond five hours at the applicable overtime rates until a meal break is taken.</p> <p>11.4 Where crib is taken it is to be taken at a place as close as possible to where the work is being performed, nominated by the Company, subject to the provision of suitable amenities. Time taken to travel to or from the place designated for crib break will be counted as time worked, but will not be counted as part of the meal break.</p>	<ul style="list-style-type: none"> 1. CFMMEU want <ul style="list-style-type: none"> a. overtime payments for any work past five hours without a break & b. specification crib will be taken as close as possible to where work is being performed 2. AWU want <ul style="list-style-type: none"> a. All breaks to be counted as time worked 3. OS response <ul style="list-style-type: none"> a. 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. b. 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. c. Other than amending meal break timings as outlined above, OS does not agree to any further amendments to this clause in the Agreement.
		<p>Meal breaks during non-rostered overtime</p> <p>10.10. If an Employee is required to work more than one and a half hours past their rostered shift (exclusive of crib time) then the Employee will, unless agreed otherwise, before starting this overtime be allowed at least 30 minutes for a meal without deduction of pay.</p> <p>10.11. Employees will also, unless notified the previous day of the requirement to work overtime, be paid a meal allowance of \$15.</p> <p>10.12. After each four hours of overtime worked after a crib break the Employee will have a further crib break and be paid a meal allowance of \$15.</p> <p>10.13. Where the overtime worked is not continuous with an Employee's rostered hours, the Employee is entitled to a meal break of 30 minutes without deduction from pay after each five hours worked.</p>	
Public holidays			
10	<p>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.</p>	<p>18.1. The following days shall be recognised as public holidays:</p> <ul style="list-style-type: none"> a) New Years Day b) Labour Day c) Australia Day d) Queen's Birthday e) Good Friday f) Easter Monday g) Christmas Eve from 6pm 	<ul style="list-style-type: none"> 1. All Unions want <ul style="list-style-type: none"> a. Christmas / Boxing Day to be non-working days. b. Only volunteers to work Christmas / Boxing Day c. penalty rates for volunteers if working. d. Where an employee is rostered off, the employee to be paid at base rate for the PH 2. OS response <ul style="list-style-type: none"> a. OS pays market competitive salaries, which our proposed Agreement guarantees are in excess of relevant Awards, which already financially compensate

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>h) Christmas Day i) Anzac Day j) Boxing Day k) Easter Saturday (for employees rostered to work ordinary hours on that day) l) Easter Sunday m) any additional day observed by the local community and gazetted at the place of work as a holiday n) any day gazetted in addition or in lieu of one of these holidays by State or Federal government 18.2. Public holidays shall be a period of 24 hours and unless otherwise agreed, and shall commence from the start of night shift on the day preceding the holiday. 18.3 Given the nature of the company's business and its operational and rostering requirements, employees acknowledge that the company may request that they work on public holidays, but only if the request is reasonable in accordance with the NES. This shall apply on all public holidays except for Christmas and Boxing Day (25 and 26 December), which shall be non-working days. 18.4. The Company may call for volunteers to work on Christmas and Boxing Day (25 December and 26 December) and, while they are designated non-working days, an employee may, at their complete discretion, volunteer to work these days. 18.5 [travel obligations for mid-swing days off to be discussed] 18.6. An employee who works on a public holiday is to be paid double time for work performed during ordinary hours, in addition to the payment prescribed. 18.7. Work performed in excess of ordinary hours on a public holiday is to be paid at the rate of treble time.</p>	<p>for where employees are required to work public holidays including Christmas and Boxing Day. 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. For these reasons, OS does not agree to the proposal</p>
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	<p>An Employee who:</p> <p>(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</p> <p>(b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,</p> <p>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.</p>		
11.4	<p>Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Annual Salary rate.</p>	<p>12.3 Annual leave may be taken at any time provided that reasonable notice (but a minimum of 14 days, except in extenuating circumstances) is given by the employee. 12.4 Annual leave is paid as if the employee was at work, including bonus. An employee's accrual and deduction of leave entitlements is based on the ordinary hour component of the employee's shift. 12.5 Approved leave without pay in accordance with this provision will not break an employee's continuity of service. 12.6. On termination, employees will be paid the amount that they would have otherwise been paid as if at work, including bonus, for any untaken annual leave</p> <p>CFMMEU amended position tabled 30 June 2021-</p> <p><i>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.</i></p>	<p>1. CFMMEU wants</p> <ul style="list-style-type: none"> a. any bonus to be included when calculating payment b. Annual leave can be taken at any time with minimum 14 days' notice c. Annual leave to be paid at total salary, both when taken and at end of employment for any untaken annual leave d. CFMMEU amended position tabled 30 June 2021- <ul style="list-style-type: none"> 1. Annual Leave may be taken at any time provided that reasonable notice is given by the employee. 2. 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>2. AWU</p> <ul style="list-style-type: none"> a. AL to be paid at total salary, both when taken and at end of employment for any untaken annual leave <p>3. OS response</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<ul style="list-style-type: none"> a. 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. b. 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. c. 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. d. With respect to applications and rejections being made in writing, employees are expected to first discuss their leave requests with their line leader, followed by the request being submitted via the SAP portal. If a leader is unable to approve leave, they will discuss the reasons why with the employee directly. This process which is driven by productive communications between employees and their line leaders has, and continues to, work for OS and its employees. Additional requirements around providing written responses reduces flexibility and unnecessarily adds administrative burden for OS. e. 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.
11.5	<p>An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave provided that:</p> <ul style="list-style-type: none"> (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 <p>cashed out annual leave is paid at the Employee's Annual Salary rate.</p>		
Personal/carer's leave			
12.1	<p>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.</p>	<p>13.1 Employees will be entitled to 10 days of paid personal/carer's leave on commencing employment and on each anniversary of commencement. Any personal leave which is not taken by an employee must accumulate without limitation.</p>	<p>1. AWU and CFMMEU want</p> <ul style="list-style-type: none"> a. entitlement will accrue on commencement of employment and each anniversary thereafter.

Operations Services Maintenance Agreement

Record of Meeting

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>13.2 Paid personal/ carer's leave is available to an employee when he or she is absent due to: (a) personal illness or personal injury affecting the employee ("personal leave"); or (b) for the purposes of providing care and support to a member of the employee's immediate family or household because of a personal illness or injury ("carer's leave").</p>	<p>b. AWU want 15 days on commencement and annually c. additional days of paid leave for travel.</p> <p>2. AWU seeks a. Availability of unpaid personal leave – two days per each occasion</p> <p>3. OS has a. agreed to accrue on commencement b. OS does not accept the proposal for additional paid leave for travel as this would increase our costs</p>
12.2	<p>Personal/carer's leave is paid at an Employee's Annual Salary rate.</p>	<p>13.3 Employees will be paid as if they were at work, including bonus, while on personal/ carer's leave. 13.4. An additional day of paid leave will be granted for the purposes of travel where an employee is required to travel in excess of 400kms to their place of residence for the purpose of the carer's leave. 13.5. In the event an employee has exhausted their personal/ carer's leave entitlement the employee may take unpaid leave as required on each permissible occasion. 13.6 On termination of employment for any reason, employees will be paid the rate they would have otherwise received if they were at work, including bonus, for any untaken personal / carer's leave accruals.</p>	<p>1. CFMMEU wants a. any bonus to be included when calculating payment</p> <p>2. AMWU (QLD and WA) want a. Sick leave paid out on termination of employment b. Ability to cash out sick leave on commencement of employment, provided a bank of 12 months accrual remains.</p> <p>3. OS confirms a. 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. b. 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>
Compassionate leave			
13.1	<p>Compassionate leave entitlements will be provided for in accordance with the NES.</p>	<p>15.1 Employees will be entitled to compassionate leave in accordance with the Act. 15.2 An additional day of paid leave will be granted for the purposes of travel where an employee is required to travel in excess of 400kms from their place of residence for the purpose of compassionate leave.</p>	<p>1. AMWU, CFMMEU, AWU want a. an additional day of paid leave for travel to an employee's residence.</p> <p>2. OS has responded to this proposal and confirmed a. 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>
13.2	<p>Compassionate leave is paid at an Employee's Annual Salary rate.</p>	<p>15.3 Employees will be paid as if they were at work, including bonus, while on Compassionate Leave.</p>	<p>1. CFMMEU wants a. any bonus to be included when calculating payment</p> <p>2. OS confirms a. current practice is that all paid leave counts as service for the OS Short Term Incentive (STI) scheme, however, b. maintains its position that this scheme is managed via policy. c. agrees to update the drafting of clause 13 to include that Compassionate Leave will be paid at an Employee's Annual Salary Rate.</p>

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>d. Other than clarifying Compassionate Leave will be paid at Annual Salary Rate, OS does not accept any further amendments to this clause.</p>
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>	16.1 [Current policy provision to be substance of Agreement clause]	<p>1. Unions want</p> <p>a. the policy included in the EA</p> <p>2. OS response</p> <p>a. 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>
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>14.1 Conditions relating to long service leave ("LSL") are governed by Federal Legislation as amended from time to time.</p> <p>14.2. An Employee is to be paid for their LSL as if they were at work, including Bonus, in accordance with their normal pay period at the time the leave is to be taken.</p> <p>14.3. LSL may only be taken in a single continuous period of at least 14 days. LSL may be taken at any time provided that:</p> <p>a) Reasonable notice is given by the Employee; and</p> <p>b) The operations of the Mine will not be affected by the granting of leave at that time.</p> <p>14.4. Where an employee who qualifies for long service leave applies to take such leave in multiple applications in combination with a period or periods of rostered days off for a single continuous period, they will only receive payment for the long service leave component (for which the company is reimbursed from the Long Service Leave Fund) of the single continuous period. For the purpose of clarity, and having regard to the purpose/objective of this provision, if the single continuous period also includes periods of annual leave (in addition to rostered days off), the employee will also receive payment for the annual leave component of the single continuous period.</p>	<p>1. CFMMEU want</p> <p>a. coal specific provisions included in agreement clause</p> <p>b. 'paid as if at work'</p> <p>c. LSL may only be taken in a single continuous period of at least 14 days</p> <p>d. 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</p> <p>e. Where an employee applies to take leave in multiple applications in combination with a period of RDOs for a single continuous period, they will only receive payment for the LSL component</p> <p>2. AWU want</p> <p>a. eligible in accordance with legislation or eligible at 7 years, which is better for employee.</p> <p>3. OS response</p> <p>a. will agree to add a new 15.3: 15.3 Long service leave is paid at an Employee's Annual Salary rate" If Bargaining Representatives accept OS's leave clauses.</p> <p>b. Otherwise for simplicity, OS has proposed a long service leave clause which provides the entitlement in accordance to the applicable state or federal legislation (which picks up the CFMEU request anyway). This is important because OS works across, and the Agreement covers, different jurisdictions in Australia.</p> <p>c. We believe the clause as currently drafted adequately captures arrangements for long service leave.</p> <p>d. For these reasons, OS does not accept the proposal.</p>
Community Service Leave			
16	Community service leave entitlements will be provided for in accordance with the NES.		
16		17.2. Employees unable to attend work as a result of a requirement to attend for jury duty will be paid on a no loss of earnings basis for the period of Jury Service and will refund to the company any amount they receive for attending jury duty.	<p>1. CFMMEU</p> <p>a. Paid bonus</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>17.3. Employees who are required to attend to emergencies as part of voluntary work performed for an organisation dealing with an emergency management situation or a natural disaster, during the course of their work or at times when they would usually be at work, shall be paid as if they were at work, including bonus. This clause applies to employees who may be called out for emergencies involving the State Emergency Service, fire brigade, ambulance etc.</p> <p>17.4. Military Leave may be granted to Employees who are members of the Armed Services Reserve to enable the Employee to meet regular annual training commitments. The maximum paid leave permitted will be 10 consecutive working days each year. Applications shall be made through the Employee's Superintendent who will make a recommendation to the Human Resources Manager based upon operational requirements. Applications for such leave shall be submitted at least four weeks prior to commencement of such leave.</p> <p>17.5 Normal weekend or other Reserve commitments will be in the Employee's own time. Where an Employee is rostered to work on a weekend or other day/s, which coincide with a Reserve commitment, the Employee may be granted leave without pay or permitted to swap a shift or shifts at the discretion of the Department Manager or their nominated representative.</p> <p>17.6 Employees who are granted paid leave will be paid on a no loss of earnings basis (any Military Leave pay will be reimbursed to the Company or the Company will pay the difference between Base Salary and Military Leave Pay.)</p> <p>17.7. Councillors will be allowed up to two shifts per month to attend Council meetings and will be entitled to be paid on a no loss of earnings basis (Council fees will be reimbursed to the Company or the Company will pay the difference between no loss of earnings and Council fees). Any leave beyond the two shifts per month must be approved in advance by the Department Manager or their nominated representative.</p>	<ul style="list-style-type: none"> a. 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 b. 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 c. 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 d. Councillors allowed up to two shifts per month to attend Council meetings, and will be paid on a no loss of earnings basis <p>2. AWU:</p> <ul style="list-style-type: none"> a. Employees to be paid at total salary for period of jury service, and to refund to company any amount paid for attending jury duty b. Employees attending emergencies for SES, fire brigade, ambulance etc when would otherwise be working to be paid on a no loss of earning basis. <p>3. OS response</p> <ul style="list-style-type: none"> a. 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. As this is already provided to Employees as a matter of policy, OS does not accept the proposal.
<p>Leave to deal with Family and Domestic Violence</p>			
<p>17.1 - 3</p>	<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> <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 violence and it is impractical for the Employee to do that thing outside their rostered hours of work.</p> <p>Notice and evidence requirements</p> <ul style="list-style-type: none"> (a) An Employee must notify the Company as soon as practicable of the taking of leave under clause 17, and the expected period of the leave. (b) If required by the Company, the Employee must give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 17.2. (c) An Employee must comply with clause 17 to access the entitlement. 	<p>Current policy to be included in Agreement.</p>	<ul style="list-style-type: none"> 1. ETU/CFMMEU/AWU want <ul style="list-style-type: none"> a. current policy position to be included in Agreement 2. ETU seek <ul style="list-style-type: none"> a. 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 b. 10 days paid leave for each 12 months of service to deal with family and domestic violence c. Leave does not accumulate year to year d. Evidence & confidentiality requirements 3. OS response <ul style="list-style-type: none"> a. 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. OS Employees have access to the benefits of this policy that applies to employees in the wider BHP group globally. As this is already provided to Employees as a matter of policy, OS does not accept the proposal.

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
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>	<p>Dispute resolution procedure</p> <p>23.1 When a matter arises, it shall in the first instance be discussed between the employee and the immediate supervisor involved.</p> <p>23.2 If, following the discussion referred to at clause 23.1, the matter remains unresolved it shall be referred for discussion between a representative of the employee's choice (Representative) and the relevant department manager. That discussion must take place within a week of it being raised with the relevant department manager, unless otherwise agreed.</p> <p>23.3 If, following the discussion referred to at clause 23.2, the matter remains unresolved, it shall be referred for discussion between a senior officer of the Company and the employee and or representative. That discussion must take place within a week of it being raised with the senior officer, unless otherwise agreed.</p> <p>23.4 Where the matter remains unresolved, the Company or employee or employee representative, may refer the matter to FWC or, by agreement of both parties, an agreed private arbitrator or mediator to conciliate the matter. Where the conciliation has been exhausted and the dispute remains unresolved, the FWC or, by agreement, an agreed private arbitrator, may arbitrate the matter.</p> <p>23.5 By agreement, the Company, the employee and the employee's representative may bypass any of these steps in the interests of speedy resolution of the issue. An exception to this is where a matter affects the majority of Employees across a crew, a department or the workforce. In those circumstances, the matter can be raised at, in the case of the crew or department, the department manager level as set out at clause 23.2, or, in the case of the workforce, the senior officer level as set out at clause 23.3, effectively bypassing the earlier steps without consent.</p> <p>23.6 During any conciliation or arbitration proceedings before FWC under this clause, either party may choose to be represented by a legal practitioner.</p> <p>23.7 If FWC issues a decision in writing under this clause, the decision and reasons for the decision will be provided in writing to the parties. Where FWC issues a decision in writing under this clause, it shall be binding on the parties and other persons bound by this Agreement in accordance with its terms.</p> <p>24.8. The Company will pay on a "without loss of pay" basis (i.e., as if the Employee had attended work in accordance with their roster) for up to two Employees attendance at proceedings (other than directions hearings) together with reasonable travel and accommodation costs and reasonable cost of meals, not including alcohol, provided that the two Employees are nominated at the time that the application to FWC is made. Where a nominated Employee is unable to attend due to exceptional circumstances (eg personal sickness), a substitute Employee will be allowed to attend where:</p> <p>a) more than 48 hours notice is provided to the Company; and</p> <p>b) the substitute Employee has previously been involved in the matter.</p> <p>24.9. Necessary witnesses who are employees of the Company may also attend any matters being arbitrated by the FWC in accordance with these arrangements where their attendance is required.</p> <p>24.10. The payment of reasonable travel and accommodation costs by the Company in respect of Employees and witnesses who are required to attend the arbitration will be subject to:</p> <p>a) those Employees and witnesses travelling on flights which minimize their time spent away from work and the impact on operations; and</p> <p>b) any fatigue management and fitness for work requirements applying to the Employees and witnesses.</p>	<ol style="list-style-type: none"> 1. All unions want : <ol style="list-style-type: none"> a. Cover all employment matters b. an independent umpire for arbitration as a right. Not anywhere close with this. 2. ETU wants an alternative clause 3. AWU support CFMMEU and want a status quo clause 4. Some IBRs support the CFMMEU clause 5. AMWU want rights for a "party" to raise a dispute 6. OS proposal <ol style="list-style-type: none"> a. 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 7. All unions rejected OS proposal 8. OS Position <ol style="list-style-type: none"> a. The current union proposals would add unnecessary complexity, reduce flexibility and increase OS' costs. We 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. b. 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. c. On this basis, OS does not accept the proposal.
Individual flexibility			
19	<p>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.</p>	<p>24.1 Subject to operational requirements, the Company and any Employee may agree to make an individual flexibility arrangement to vary the effect of a term of this Agreement provided that the arrangement is genuinely agreed to by the Company and the Employee.</p> <p>Such arrangements may include and are limited to:</p> <p>a) Cashing out of annual leave, provided that:</p> <p>(i) The request is approved by the relevant General Manager on the basis of genuine hardship; and</p> <p>(ii) The Employee must be paid at least the full amount that would have been payable to the Employee had he or she taken the leave that he or she has foregone;</p>	<ol style="list-style-type: none"> 1. CFMMEU wants to limit IFA options 2. OS Response <ol style="list-style-type: none"> a. 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.

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		b) Parental leave arrangements; c) Flexible arrangements that facilitate workforce diversity (eg hours of work, rosters, start and finish times and places); d) Job sharing arrangements; e) Taking annual leave over longer periods than an Employee's accrued entitlement utilising a combination of annual leave and leave without pay; 24.2 The individual flexibility arrangement must: a) be in writing; b) include the name of the Company and the Employee; c) meet payroll requirements; d) be signed by the Company and the Employee and, if the Employee is under 18 years of age, by a parent or guardian of the Employee; e) include details of the terms of this Agreement that will be varied by the arrangement and how they will be varied. 24.3 The Company must ensure that the terms of any individual flexibility arrangement: a) are about permitted matters under s 172 of the Act; b) are not unlawful under s 194 of the Act; c) result in the Employee being better off overall than he or she would be if no arrangement was made; 24.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it has been agreed. 24.5 The Company or the Employee may terminate the individual flexibility arrangement: a) by giving 28 days written notice to the other party to the individual flexibility agreement; or b) if the Company and the Employee agree in writing – at any time.	
Management of change / Consultation			
20	In the event that the Company makes: (a) a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Company will consult with the relevant Employees in accordance with the model consultation term prescribed by the <i>Fair Work Regulations 2009</i> , which is incorporated into this Agreement.	22 [Model Clause]	1. CFMMEU want a. model clause inserted (rather than just referenced) in Agreement. 2. ETU wants an alternative clause 3. OS response a. The ETU's proposal is not in accordance with our objective of seeking to make a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries. We believe the clause as currently drafted adequately deals with consultation by referring to the process to be followed to be in accordance with the process that is prescribed in model consultation term in the <i>Fair Work Regulations 2009</i> . This is consistent with the CFMMEU's proposal. On this basis, OS does not accept the ETU's proposal.
Redundancy			
N/A	N/A	19.1 When the Company is considering redundancies, the Company will take all necessary steps to avert the need for redundancies and minimise the effects on employees. The Company will consult with the employees affected in accordance with the consultation clause in this Agreement. The company will first: a) Reduce the number of labour hire employees and contractor employees across the operation where the work performed by labour hire employees and contractor employees is not considered to be specialist work and employees covered by this agreement have the necessary skills to perform the work.	1. CFMMEU wants a. additional steps before redundancies occur (reduction of labour hire and contractors, and voluntary rounds and internal redeployment. Its tabled clause <ul style="list-style-type: none"> • When the Company is considering redundancies, the Company will first:

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>b) After the company have reduced the number of labour hire employees and contractor employees, and there is still a surplus of employees, the company will offer voluntary redundancies at the rate specified in this Agreement. The Company will have regard to its requirement to retain an appropriate mix of skills and competencies and accordingly, not all applicants will necessarily be accepted for voluntary redundancy.</p> <p>19.2. Where a surplus of employees still exists, that cannot be addressed through natural attrition, the company will determine the number of employees to be made redundant and the spread of skills required for the efficient and effective operations. The surplus will be addressed by:</p> <p>a) Redeployment of any employees who have the appropriate skills and competencies or who can be retrained within a reasonable period of time, to another task within the operation; and</p> <p>b) Transfer of employees who have the appropriate skills and competencies, or who can be retrained within a reasonable period of time, to another operation. The Company will pay for relocation expenses if required.</p> <p>19.3. After all the above steps have been taken the company may implement forced redundancies. To ensure that the Company can continue to operate in the most productive and efficient manner all employees from within the work area where a surplus exists will be interviewed to determine the employees to be retained or retrenched. The selection method for forced redundancies will take into consideration the following:</p> <p>a) necessary skills mix required by the business;</p> <p>b) individual skills and proficiency in them;</p> <p>c) employment record/ service;</p> <p>d) cases where unsatisfactory performance has been identified and is being managed.</p>	<p>2. consider reducing the number of labour hire employees and contractor employees across the operation where the work performed is not considered specialist work</p> <p>3. Following this, the Company will offer voluntary redundancies</p> <p>4. Where a surplus of employees still exists, and cannot be addressed through natural attrition, the surplus will be addressed by:</p> <p>5. Redeployment of employees to another task within the operation; and</p> <p>6. Transfer of employees to another operation.</p> <p>7. 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</p> <p>8. 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</p> <p>9. AWU wants</p> <p>a. voluntary redundancies in the first instance</p> <p>10. AMWU want</p> <p>a. QLD - The implementation of a redundancy scheme specific to OS.</p> <p>b. WA - 3 months in lieu of notice, plus 3 weeks for each year of service, plus all sick leave accrual paid out.</p> <p>11. OS response</p> <p>a. With respect to: 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.</p> <p>b. Voluntary redundancy (VR) – enabling VRs where alternative employment opportunities exist would increase costs and may hinder OS meeting its contractual obligations.</p> <p>c. We believe the clause as currently drafted adequately addresses redundancy including providing severance pay which is largely consistent with that proposed. For these reasons, OS does not accept this proposal.</p>
21.1	<p>Definition of redundancy</p> <p>(a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative:</p> <p>(i) because the Company no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or</p> <p>(ii) because of insolvency or bankruptcy of the Company.</p> <p>(b) This clause does not apply to Employees engaged for a fixed term or a specified task or to Casual Employees.</p>		<p>1. AWU advised</p> <p>a. the clause appears ok, but they will review further.</p> <p>2. CFMMEU noted</p> <p>a. seems ok subject to their proposal around what triggers redundancy.</p> <p>3. OS position</p> <p>a. Do Bargaining Representatives confirm this clause is otherwise agreed noting the proposal for steps prior to redundancy?</p>

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
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.	Severance pay 19.4 Except where clause 21.3 applies, when terminations of employment occur due to redundancy, the Employees terminated are entitled to severance pay equal to three weeks' pay (paid at an Employee's Annual Salary rate) for each completed year of service.	1. CFMMEU want <ol style="list-style-type: none"> maximum 30 weeks cap removed. any bonus to be included when calculating payment.
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: <ol style="list-style-type: none"> that the Employee is competent to perform; in a position that carries the same or a higher classification rate of pay than the Employee's previous position; that can reasonably be regarded as permanent; and allows the Employee to reside in the same general locality as the Employee's previous residence. 		<ol style="list-style-type: none"> OS position <ol style="list-style-type: none"> Do Bargaining Representatives confirm this clause is otherwise agreed noting the proposal for steps prior to redundancy? Union response <ol style="list-style-type: none"> Hold over for next meeting
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.		<ol style="list-style-type: none"> OS position <ol style="list-style-type: none"> Do Bargaining Representatives confirm this clause is otherwise agreed noting the proposal for steps prior to redundancy? Union response <ol style="list-style-type: none"> subject to unions position on proposals put forward on redeployment as summarised above
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.		<ol style="list-style-type: none"> CFMMEU want <ol style="list-style-type: none"> probation capped at 6 months. If Bargaining Representatives agree to the remainder of clause 22 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> AMWU response <ol style="list-style-type: none"> looking for wording that employees who resign won't be banned for entering your sites, unless there is a really good reason.

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
22.4	The period of notice to be given by the Company to Full Time or Part Time Employees under clause 22.2 shall increase by one week if the Employee is over 45 years old and has completed more than two years continuous service with the Company.		
22.5	The Company may terminate the employment of a Casual Employee by giving one hour's notice of termination or payment by the Company in lieu of that notice.		<ol style="list-style-type: none"> 1. CFMMEU has requested <ol style="list-style-type: none"> a. 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.		<ol style="list-style-type: none"> 1. AWU wants <ol style="list-style-type: none"> a. serious misconduct defined or amend to gross misconduct. 2. OS does not see any need to make this change <ol style="list-style-type: none"> a. 'serious misconduct' is already defined in the <i>Fair Work Regulations 2009</i>
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	1.2 This Agreement (including any relevant Schedule) will form the complete agreement covering all terms and conditions of employment that apply to Employees. It overrides and replaces in its entirety the BCMI Award and all other awards or industrial instruments that may have otherwise applied.	<ol style="list-style-type: none"> 1. CFMMEU and AMWU reject clause as <ol style="list-style-type: none"> a. Mentions above award guarantee. b. 2nd point is that it is not up to company to decide if it is better off overall. c. Don't need this clause
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.		
Other proposals by CFMMEU			
		<p>20. Accident Pay</p> <p>20.1. An Employee in receipt of weekly payments under the provisions of the Workers' Compensation and Rehabilitation Act 2003 (Qld) will be entitled to receive accident pay from the Company subject to the following conditions and limitations:</p> <p>Payment to be made during incapacity</p> <p>20.2. The Company shall pay, or cause to be paid accident pay during the incapacity of the Employee, within the meaning of the said Act:</p> <ol style="list-style-type: none"> a) Until such incapacity ceases; or b) Until the expiration of a period of 78 weeks from the date of injury, 20.3. whichever event shall first occur, even if the Company terminates the Employee's employment within the period. <p>Meaning of Accident Pay</p> <p>20.4. For the purposes of this clause, "accident pay" means:</p> <ol style="list-style-type: none"> a) For the initial period of 39 weeks from the date of injury, a weekly payment representing the Employee's [TBD] plus Bonus. b) For a further period of 39 weeks, a weekly payment representing 80% of the Employee's [salary] plus Bonus or the Employee's 35 hour rate at the ordinary time rate expressed in the Employee's mine Schedule plus Bonus (whichever is the greater), provided the Employee participates in a company approved rehabilitation plan under the Workers' Compensation and Rehabilitation Act 2003 (Qld). c) Where an Employee fails to undertake rehabilitation after the initial 39 week period, the Employee will be paid a weekly payment representing the Employee's 35 hour rate at the ordinary time rate expressed in this Agreement. <p>Pro-rata payments</p>	<ol style="list-style-type: none"> 1. OS position <ol style="list-style-type: none"> a. 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: <ol style="list-style-type: none"> a. First 39 weeks at 100% of your normal weekly pay; b. Further 39 weeks at 85% of your normal weekly pay. b. This is more generous than the accident pay entitlements set out in the Black Coal Mining Industry Award. c. For these reasons, OS does not accept this proposal. 2. AMWU <ol style="list-style-type: none"> a. Accident pay in the agreement that reflects 78 weeks paid as if at work (no loss of earnings).

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>20.5. In respect of incapacity for part of a week the amount payable to the Employee as accident pay shall be a direct pro rata.</p> <p>When not entitled to payment</p> <p>20.6. An Employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave or for any paid public holiday.</p> <p>Redemptions</p> <p>20.7. In the event that an Employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.</p> <p>Damages independent of the Acts</p> <p>20.8. Where the Employee recovers damages from the Company or from a third party in respect of the said injury independently of the said Acts, such Employee shall be liable to repay to the Company the amount of accident pay which the Company has paid under this clause and the Employee shall not be entitled to any further accident pay thereafter.</p> <p>Calculation of period</p> <p>20.9. The 78 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the 78 week limitation.</p> <p>Occupational Health & Safety and Workers' Compensation</p> <p>20.10. The Company is currently bound by the Coal Mining Safety and Health Act 1999 (Qld) and the Workers' Compensation and Rehabilitation Act 2003 (Qld). During the life of this Agreement, the Company commits that it will not seek to remove itself from the jurisdiction of those two Acts.</p>	
		<p>21. Paid Suspension</p> <p>21.1. In circumstances where an Employee's conduct may lead to disciplinary action, the Company may at its discretion suspend the Employee without loss of pay while the Company investigates the matter.</p> <p>21.2. The appropriate period of any suspension will be determined by the Company, but such a decision will not limit the Company's right to terminate the Employee's employment if the circumstances warrant such termination of employment.</p> <p>21.3. The Employee will be notified in writing by the Company of their suspension. The Company will update the Employee on the progress of the investigation on a regular basis which will be, at a minimum, weekly.</p> <p>21.4. The Company will provide reasonable notice of any meetings the Employee is required to attend.</p> <p>21.5. Where a meeting under this clause is to be held at the Mine, the Company will arrange return transportation for the Employee between their place of residence and the Mine to attend the meeting.</p> <p>21.6. Employees will be entitled to a representative during any meeting.</p>	<p>1. AWU</p> <ul style="list-style-type: none"> a. Any suspension to be without loss of pay during investigation. b. Entitlement to representative during all related meetings. <p>2. OS position</p> <ul style="list-style-type: none"> a. 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. b. 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. c. For these reasons, OS does not accept this proposal.
		<p>22. Stand down</p> <p>22.1. The Company may stand down an Employee for part or all of a shift in the following circumstances:</p> <ul style="list-style-type: none"> a) Refusal of duty; or b) Neglect of duty; or c) Misconduct; or d) if the Employee cannot be usefully employed in the Employee's usual classification because of industrial action. <p>22.2. In addition to the circumstances outlined above, the Company may stand down an Employee during any period in which the Employee cannot usefully be employed because of one of the following circumstances:</p>	<p>1. AWU</p> <ul style="list-style-type: none"> a. Limited to machinery break down or stoppage for any cause of 10+ consecutive days b. Company to minimize any requirement for stand down through providing training; c. Employees can take any outstanding leave entitlements or LWOP;

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>a) a break down of machinery or equipment that has lasted for more than four consecutive working days, if the Company cannot reasonably be held responsible for the break down; or</p> <p>b) a stoppage of work for any cause that has lasted for more than fourteen consecutive working days for which the Company cannot reasonably be held responsible.</p> <p>22.3. The Company will take all reasonable steps to minimise the need for standing down Employees under any of these circumstances, including where practical, carrying out training.</p> <p>22.4. Employees who have been stood down under the circumstances outlined in this clause may request to take outstanding leave entitlements. If the Employee does not request to take outstanding leave entitlements or does not have adequate accrued entitlements, they may be stood down without payment.</p> <p>22.5. Any Employee stood down under this clause will continue to have their service recognised for the purposes of "continuous service".</p>	<p>d. Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment.</p> <p>2. OS position</p> <p>a. OS will consider periods of stand down in accordance with 524 of the Fair Work Act 2009.</p> <p>b. Accordingly, OS does not accept this proposal.</p>
		<p>26. Transport and Accommodation</p> <p>26.1. Employees can elect to reside in non-local areas and commute in accordance with this clause or to reside in the local community.</p> <p>Transport</p> <p>26.2. For employees who commute, the company will provide transport outside working hours in line with the nominated commute work patterns:</p> <p>a) from nominated location(s) which are to include, at a minimum, Brisbane and Cairns to the village (and from the village to nominated location(s));</p> <p>b) [process for adding more locations and/ or changing locations tbd] and</p> <p>c) from the village to the mine (and from the mine to the village) during the roster period.</p> <p>26.3. For employees who reside in the local community, the company will provide transport outside working hours during the roster period from the village to the mine (and from the mine to the village).</p> <p>26.4. Employees are required to arrive at the nominated time(s) and location(s) (determined by the company) to access the company-supplied transport.</p> <p>26.5. If an employee fails to arrive at the nominated time and location to access the company-supplied transport and as a consequence is unable to travel on the transport provided, the employee shall immediately notify their supervisor. The company may make alternative transport arrangements available to the employee. If alternative transport arrangements are made available by the company the employee must comply with those arrangements.</p> <p>26.6. An employee will not be paid for any shifts or hours missed as a result of the employee's failure to arrive at the nominated time and location. However, in circumstances where it is demonstrated to the company's satisfaction that failure to arrive at the nominated time and location was not within the reasonable control of the employee, the company may exercise its discretion to pay the employee for any shifts or hours missed.</p> <p>26.7. Failure to access the company-supplied transport at the nominated time and location may result in disciplinary action against the employee, unless the employee demonstrates to the company's satisfaction that this failure was not reasonably within the control of the employee. In circumstances determined by the company, employees may request and be granted paid leave for the shifts missed (provided that the employee has adequate leave accruals).</p> <p>26.8. If an employee is required by their supervisor to work extended hours and finishes work when the company-supplied transport is unavailable, the company will arrange transport for the employee.</p> <p>26.9. An employee receives no payment for travel under this clause.</p> <p>Accommodation</p> <p>26.10. Non-share village accommodation including three meals per day will be supplied by the company for the employee's roster period at no cost to employees. This accommodation may be provided on a check in / check out basis for Employees who choose to commute.</p> <p>26.11. Employees who reside in the local community will be paid an allowance of [to be discussed], per week.</p>	<p>1. AMWU (QLD)</p> <p>a. 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.</p> <p>b. Housing allowance for Moranbah, Dysart and Blackwater residences.</p> <p>2. AMWU (WA)</p> <p>a. permanent rooms allocated at base/host site in accordance with original offer of contract...with opposite shift back-to-back panel to adhere to NPI min 40% utilisation requirements</p> <p>3. AWU</p> <p>For commute:</p> <ul style="list-style-type: none"> o Company to provide free of charge transport in line with nominated commute work patters from nearest state capital or regional city (Perth to site) and Cairns to village, and village to mine o Non-share village accommodation; o Supply of three meals per day; <p>a. For residential:</p> <ul style="list-style-type: none"> o Company to provide transport from village to the mine; o Residential allowance payable <p>b. Where an employee works extended hours affecting ability to access company supplied transport, company will arrange alternate transport.</p> <p>4. Employee Bargaining Representatives</p> <p>a. Permanent rooms in camp</p> <p>b. Paid travel time for FIFO employees in the Black Coal Mining Industry</p> <p>c. 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. Willing to discuss quantum if OS is prepared to consider.</p> <p>d. Ability to salary sacrifice Alliance flights in/out of Moranbah</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>5. OS position</p> <ul style="list-style-type: none"> a. This proposal would significantly increase costs and put our competitiveness at significant risk. b. 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. c. 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. d. 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. e. 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 accommodation for some employees who elect to live in a particular location. f. For these reasons, OS does not accept this proposal.
		<p>27. Inclement Weather Wet Weather Conditions - During Current Working Shift 27.1. Where the Company determines that normal work cannot be performed when wet weather occurs whilst Employees are working on site Employees will perform alternate duties as required or undertake training sessions as directed by the Supervisor. 27.2. If alternate duties or training is not available then the following options will be applicable: a) Employees can remain on site or alternative nominated venue and receive payment for the full shift as the normal rostered shift. These Employees will be held in readiness for work. b) Subject to approval, Employees can choose to apply for annual leave or unpaid leave for the duration of the work restrictions. In this instance Employees will be paid a minimum of four (4) hours or the actual hours worked prior to leaving site. 27.3. The above arrangements will also apply to Employee's isolated in camp, or the local community for the duration of their roster.</p>	<p>1. AWU</p> <ul style="list-style-type: none"> a. If wet or dangerous weather prevents normal work or results in a shut down then b. 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 c. Applies if employees isolated in camp or local community while on roster. d. If unable to return to camp or local community for any time outside normal rostered shift length, employee to be paid applicable overtime rate.

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>27.4. Employees who are isolated on site and are unable to return to the camp or local community for any hours exceeding normal rostered shift length will be paid at the applicable overtime rate.</p> <p>Wet Weather Conditions - Unable to Travel to Camp (from place of residence) and return</p> <p>27.5. It is the Employee's responsibility to monitor road conditions and access, and flight statuses when travelling their normal route to camp from their usual place of residence. Employees are not expected to travel an alternate route in these circumstances. Updates on these situations can be sourced from relevant authorities such as Local Police, RACQ, relevant airline, Bureau of Meteorology and radio broadcasts. Employees must notify their supervisor and advise details of the circumstances.</p> <p>27.6. In situations where Employees are unable to travel to camp via their normal route for any reason the following procedure will apply:</p> <p>a) Employees will be paid for the normal shift length aggregated rate for the first two days they are unable to attend work and will be required to provide evidence from an authorised authority to support payment for their claim. If Employees are unable to access any of the above mentioned authorised authorities, the Employee can obtain a written statement from an authorised person such as Police Officer or Justice of the Peace.</p> <p>b) Employees will be required to take annual leave or leave without pay for each day they are unable to attend work thereafter</p> <p>c) Company direction on these matters will be administered from a senior management representative.</p> <p>27.7. Commute Employees unable to return to their residence from site due to weather will be provided with accommodation in the local community.</p> <p>Wet Weather Conditions - Shutdown of Operations by Client</p> <p>27.8. When the client considers it necessary to shut down operations, the following will apply:</p> <p>a) Employees will be held in readiness for work.</p> <p>b) Employees will be paid as if at work, including bonus, for each day they are unable to attend work.</p> <p>c) Employees who choose not to be in readiness for work may take annual leave or leave</p> <p>d) without pay.</p> <p>Natural Disaster Procedure</p> <p>27.9. The parties also recognise that the region where Employees reside and work can be subject to natural disasters.</p> <p>27.10. The Company will monitor the development of the natural disaster, as advised by the relevant authorities and/or media, in the work area and provide regular updates to those personnel on shift. Where it becomes evident that the nature of the natural disaster may be of a destructive intensity, the Company will advise personnel accordingly.</p> <p>27.11. Where the Company is made aware that an Employee's immediate family and/or property may be affected by the activities of a natural disaster, that Employee will be permitted to leave the workplace in a timely manner. When Employees are using Company transport they will be provided with transport.</p> <p>27.12. The same processes and payments as outlined in the "Wet Weather Conditions - Unable to Travel to Camp (from place of residence) and return" provisions of this Agreement will apply.</p> <p>27.13. Where the threat of the natural disaster has receded (as advised by the relevant authorities) Employees who have left the workplace are expected to return to duty as soon as possible.</p>	<ul style="list-style-type: none"> e. If wet weather prevents travel between camp and place of residence: <ul style="list-style-type: none"> o No expectation that employees travel an alternate route; o Paid total salary for first two days unable to attend work; o 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>2. AMWU WA</p> <p>a. Inclement weather inclusion</p> <p>3. OS position</p> <p>a. 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>b. OS has a custom and practice of enabling employees who are at work during inclement weather to complete alternative tasks such as training. Where employees cannot get to work due to inclement weather, they are enabled to take annual leave if they desire.</p>
		<p>28. Work Clothing</p> <p>28.1. On commencement of employment, an Employee is entitled to an initial work clothing allocation as follows:</p> <p>a) Five shirts and five pairs of trousers;</p> <p>b) One pair of safety boots;</p> <p>c) One winter style jacket and one lighter style jacket (Jackets); and</p> <p>d) Prescription safety glasses as required (including spare glasses).</p> <p>28.2. Items listed in this clause will be replaced on a fair wear and tear basis. However, Employees will be entitled to an additional six items of industrial outer clothing (ie shirts, trousers and Jackets) on an annual basis at no cost to the Employee. In this clause, "annual basis" means one year from the anniversary of an Employee's commencement date with the Company.</p>	<p>1. CFMMEU /AWU – share position</p> <p>2. ETU</p> <p>a. Same as CFMMEU/AWU and;</p> <p>b. The Company will provide for soiled clothing to be replaced where excess soiling occurs during the Employees rostered shifts.</p> <p>c. The Company will continue to provide overalls for excessive soiled tasks.</p> <p>d. The Company will use its best endeavours to source the above work clothing from a suitable Australian clothing company.</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>28.3. Where in the course of work an Employee’s work clothing or tools are damaged, destroyed or lost the Company will replace them at no cost to the Employee</p>	<p>3. OS position</p> <ul style="list-style-type: none"> a. 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. b. 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. c. For these reasons, OS does not accept this proposal.
		<p>29. Medicals</p> <p>29.1. Upon notification by the Company, Employees will be required to undertake a statutory health assessment in accordance with sections 46 and 47 of the Coal Mining Safety and Health Regulations 2001 (Qld).</p> <p>29.2. Where practicable, statutory health assessments will take place during rostered working hours. Where this is not practicable, a payment equivalent to one hour overtime will be made to an Employee who participates in a statutory health assessment on a rostered day off. Where an x-ray is required, an extra payment equivalent to 30 minutes overtime will be paid. Notwithstanding this payment (or payments), an Employee’s attendance at a health assessment is not considered time worked.</p> <p>29.3. Where the Company has provided reasonable prior notification to the Employee and their statutory health assessment expires, the Employee will not be able to access the Mine site and will not be paid until the next rostered shift worked after an updated statutory health assessment form has been received by the Company.</p> <p>29.4. The Company will ensure that all necessary costs are met prior to an Employee attending a Statutory Health Assessment.</p>	<ul style="list-style-type: none"> 1. AWU <ul style="list-style-type: none"> a. Will only be conducted in line with respective state safety legislation b. Employees can choose to use their own GP and all medicals will be conducted in paid time for all participants (employee and GP) 2. AMWU WA <ul style="list-style-type: none"> a. Paid medicals 3. OS position <ul style="list-style-type: none"> a. 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. b. For this reason, OS does not accept this proposal.
		<p>30 Representatives</p> <p>30.1 An employee may nominate a representative of their choice to represent them in relation to matters arising under this Agreement or in the course of their employment. That representative may change from time to time.</p> <p>30.2 Where the Company calls a meeting requiring the attendance of a particular Employee, the Company will advise the Employee of the purpose of the meeting to allow the Employee to nominate a representative. The Company will consult the Employee and their representative as early as possible to attempt to identify a mutually convenient time. The Representative will then make every reasonable effort to attend the meeting.</p>	<ul style="list-style-type: none"> 1. AWU <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 2. OS position <ul style="list-style-type: none"> a. 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. b. OS recognises that union officials/delegates may act in the capacity of support person / representative. c. We consider this is already adequately provided for and, on this basis, OS does not accept this proposal.
Other proposals raised by Bargaining Representatives			
		<p>Electrical safety representatives</p>	<p>Raised by ETU</p> <ul style="list-style-type: none"> 1. ETU proposes – “<i>Electrical safety representatives</i>”

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p><i>The Electrical Tradespeople employed at the Mine will annually elect one permanent Electrical Tradesperson who will be designated the "Electrical Safety Representative".</i></p> <p><i>This appointment shall be notified in writing, to the Site Senior Executive.</i></p> <p><i>Each Electrical Safety Representative shall, where required, be given the necessary time to:</i></p> <p><i>(a) Confer with the Electrical Inspector of Coal Mines whilst this inspector is on site; and</i></p> <p><i>(b) Accompany this Inspector on any inspection on site; and</i></p> <p><i>(c) Following notification, be permitted to inspect the scene of any onsite electrical accident/incident.</i></p> <p><i>The relevant Supervisor shall be notified of this request by the Electrical Safety Representative.</i></p> <p><i>The Company will approve training leave for the Electrical Safety Representative of the Mine to attend an approved annual Electrical Safety Conference."</i></p> <p>2. OS position</p> <p>a. 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>b. On this basis, OS does not accept this proposal.</p>
		<p>Licenses</p>	<p><u>Raised by ETU</u></p> <p>1. ETU proposes – "Licenses"</p> <p><i>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."</i></p> <p>2. OS position</p> <p>a. 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>b. Accordingly, OS does not accept this proposal.</p>
		<p>Maintenance Allowance</p>	<p><u>Raised by ETU and AMWU</u></p> <p>1. AMWU wants</p> <p>a. Tool and trade allowance</p> <p>2. ETU wants</p> <p>a. General Maintenance Allowance</p> <p>b. Proposed wording –</p> <p>"General Maintenance Allowance"</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>Employees who work in the Maintenance Department will be paid a Maintenance Allowance of \$2,000 per year.</p> <p>2. Tool Allowance</p> <p>Employees who work in the Maintenance Department and who are required by the Company to provide their own tools will be paid a Tool Allowance of \$2,000 per year.</p> <p>3. Electrical Licence Allowance:</p> <p>Employees who are:</p> <ul style="list-style-type: none"> • licensed electricians; and • required to perform electrical work; and • 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> <p>3. OS position</p> <ol style="list-style-type: none"> a. This proposal would increase our costs and may put our competitiveness at risk. With respect to: b. 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. c. 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. d. For these reasons, OS does not accept this proposal.
		<p>Pandemic Leave</p>	<p>Raised by ETU</p> <p>1. ETU proposes –</p> <p>“Pandemic Leave</p> <p><i>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.”</i></p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>2. OS position</p> <p>a. 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>b. 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>c. For these reasons, OS does not accept this proposal.</p>
		<p>Income Protection</p>	<p>Raised by AWU and AMWU (WA)</p> <p>1. AWU proposes – <i>"Income protection</i> <i>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.</i> <i>The income protection provisions can only be accessed after the employee has exhausted all personal leave entitlements.</i> <i>The Company not to seek to remove itself from the relevant jurisdiction of the state workers compensation schemes where the Company operates."</i></p> <p>2. AMWU WA – Income protection – Wage Guard.</p> <p>3. OS position</p> <p>a. This proposal to provide for this type of insurance on behalf of Employees would significantly increase costs and put our competitiveness at significant risk.</p> <p>b. For these reasons, OS does not accept this proposal.</p>