

# Operations Services Maintenance Agreement

## Record of Meeting



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

30 June 2021  
Videoconference via WebEx  
See Appendix 1

### Agenda

1. Introduction & agenda
2. Actions from last meeting
3. New / revised proposals
4. Review of proposed OS Maintenance Agreement
5. Logistics for next meeting

### Summary

<b>Introduction</b>	OS shared the agenda for the meeting.
<b>Actions from last meeting</b>	OS provided an update that the rollout of Company supplied tooling is underway, and that pending any significant delays due to COVID-19, we anticipate all Company supplied tooling will be in place by the end of August 2021.
<b>New / revised proposals</b>	<p>The CFMMEU tabled a revised annual leave proposal (see Appendix 2). OS asked questions regarding the proposal and undertook to respond at the next meeting.</p> <p>The parties discussed questions raised in relation to the dynamic roster. OS confirmed its current position that employees on the dynamic roster are requested to apply for annual leave 10 weeks in advance. This is to allow sufficient time to build rosters and produce a draft roster on the first day of each month for the following month. OS advised annual leave requested less than 10 weeks in advance will be reviewed by an employee's Supervisor in consultation with the Resource Deployment team to assess the impact on operations and determine whether this can be accommodated.</p> <p>OS confirmed that employees on the dynamic roster are required to book annual leave in weekly blocks. The AMWU suggested this is an area where scope is an issue as WA conditions are being imposed on East Coast employees. OS rejected this notion and explained the OS Employee Handbook already requires any commute employee to take leave in blocks that equate to blocks of rostered work. OS also advised during the meeting that the dynamic roster is not WA specific and has previously been worked in QLD and may be worked again in QLD.</p> <p>Employee bargaining representatives explained they did not believe it was fair that leading hands are paid less than trade employees they may oversee. OS agreed to consider whether an additional allowance was appropriate for leading hands and will respond at the next bargaining meeting.</p>
<b>Review of proposed OS Maintenance Agreement</b>	The parties conducted a clause by clause review of OS' proposed Maintenance Agreement (the review is set out in Appendix 3). The intent of this exercise was to ensure OS understands the bargaining representatives' positions in relation to its proposed Agreement, to consider where we are close to alignment and whether we can make any changes to reach agreement on individual Agreement clauses.

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	<p>The CFMMEU (QLD) requested it be noted that this document is not reflective of all proposals put forward to date. The AMWU (QLD) elected not to verbally provide their position in relation to OS' proposed Maintenance Agreement and instead advised they would provide their feedback in writing. The AMWU (QLD) also requested it be noted that the review of OS' proposed Maintenance Agreement did not involve the majority of their claims and that they believe bargaining is not proceeding fairly or efficiently at present due to the scope of OS' proposed Agreement.</p> <p>OS acknowledged that not all of the bargaining proposals put forward by the unions in previous bargaining meetings are included in Appendix 3, because this exercise was to review the wording in OS' proposed Maintenance Agreement. OS has responded to, and will continue to respond to, all bargaining proposals put forward by the unions and employee bargaining representatives.</p>
<b>Next meeting</b>	The next meeting has been scheduled for 5 August 2021 via WebEx (video conference).

Actions		
<b>Confirm meeting arrangements</b>	OS	29 July 2021
<b>Consider and respond to new proposals</b>	OS	5 August 2021

### Appendix 1

Attendance List	
Grant Costello	Manager Maintenance
Rob Hannaford	Manager Maintenance
Jessica Morkel	Principal Employee Relations
Maryke Prinsloo	Specialist Employee Relations
Glen Ford	Blackwater - Field
Michael Caskey	Saraji - Mobile
Thomas Smyth	Saraji - Mobile
Karthik Sundarraj	WA Mechanical Conveyors
Mark Malone	WA Fixed Plant - Pulleys
Oregon Penny	WA Mechanical Conveyors
Christopher Rudd	WA Fixed Plant - Pulleys
Dingani Ndhlovu	WA Fixed Plant
Shannon Raddon	WA Fixed Plant - Pulleys
Peter Rich	WA Mechanical Conveyors
Mitch Hughes	CFMMEU (QLD)
Steven Smyth	CFMMEU (QLD)
Kivraj Singh	CFMMEU (WA)
Phil Kennedy	CFMMEU (WA)
Kegan Scherf	AMWU (QLD)
Jason Lipscombe	AMWU (QLD)
David Buck	AMWU (WA)
Renee Portland	AMWU (WA)
Michael Wright	ETU
Shane Roulstone	AWU

# Operations Services Maintenance Agreement Record of Meeting

# BHP

## Appendix 2 – New / revised proposals received from Bargaining Representatives

Re: (INTERNAL) Operations Services Maintenance Agreement – Record of Meeting 030621



Sundarraj, Karthikeyan

To Morkel, Jessica; Kegan Scherf; Jason Lipscombe; David Buck; Simon Rushworth; Glenn McLaren; Craig Thomas; Michael Wright; Paul@etuwa.com.au; Ash Bamford; Mitch Hughes; Smyth, Steve; Shane Roulstone; Ford, Glen; Lori Anderson; Cassie Baynton; Trev Spanner; terry taylor; superdanmanofsteele@hotmail.com; Doyle-Cavanagh, Mayson; Boss, Jacob; reece.fenech@gmail.com; mitchell brotherton; matt.gallagher91@hotmail.com; Jason Miller; mgcaskey@gmail.com; thomasmith92@gmail.com; Rose, Shaun; Jones, Renee; Malone, Mark; Clark, Tyrell; Collopy, Steven; +12 others

You replied to this message on 28/06/2021 10:30 AM.

Reply Reply All Forward

Sat 26/06/2021 8:57 AM

Hi Jessica,

Further to the last bargaining meeting, my colleagues and I would like to clarify to the ongoing issues and concerns raised on behalf of the operations services mechanical conveyors deployment. Currently there is no clear answer supported by a standard, clause, statute or legislation to the best of our knowledge.

Our concerns are as follows:

We would like to see definitive explanations of what constitutes a day worked on fly in and fly out days. As it stands, we have been told multiple differing things, for example;

If you wake up at camp or fly into site in the morning and attend site it is counted as a work day. However if you finish your last shift but are not flown home until the next day, usually arriving in the afternoon it is not counted as a day worked. Occasionally we can accept being flown home the next morning after our last completed shift, however it is unreasonable to constantly be placed on the late morning or afternoon flight home and then told that counts as a day of R&R.

We would like to have clarity around sick days and holidays, we have had multiple instances where employees have not been rostered on and have had either sick days or annual leave taken when not rostered on.

Ten weeks notice for employees to put in leave, for the business two weeks notice to implement or change the roster. This does not align with a family friendly role and has been creating a lot of arguments between employees and their family members. When our deployment started we were given four weeks notice for our roster. After a few months this was changed to two weeks. Again there is no clarity on this and is majorly skewed in favour of the business nor any consultation of this major change. We understand that we are on a dynamic roster, however what we are asking for is some fairness around what we are asked to give to the company, if we have to give ten weeks notice, four weeks notice as a minimum to employees roster changes is not an unreasonable request.

Please read the following example from one of the team:

I would like to give my own experience as an example. When we had four weeks notice there wasn't any trouble for my wife's work schedule. My partner and I have two kids and my younger son is attending grade one at school. As a result of this my wife only works when I am in Perth, she works as a carer (Casual employment) at an Aged care facility, she picks her shifts as per my roster, She normally gets her available shifts schedule 3-4 weeks advance. Since the change in my roster to two weeks notice, she is finding increasingly difficult to take shifts, as most of the shifts have already been taken by colleagues that have the ability to choose their shifts four weeks out.

Two weeks ago on my Quintiq app my roster start date was the 2nd July as per this schedule my wife picked shifts until June 30th but exactly two weeks before the 2nd July my roster start date was brought forward a week to the 26th June, As per the new rule my schedule had been changed with two weeks notice but this change created a substantial amount of conflict between me and my wife. She had to ring her employer and cancel those shifts between 26th June and 30th June. She was embarrassed to call her employer and cancel those shifts. If she keeps doing this she feels that she will lose her job.

We feel four weeks notice for roster changes is fair and will give enough time to employees and their families to plan.

As it stands we are being asked to book annual leave in week blocks, even if only a day is required. So if an employee requires a special day off in the future the business is demanding they take an entire week of annual leave as they are automatically scheduled on as the business believes it is not required to give a roster and/or can alter a roster two weeks out. Many employees have their annual leave would be declined because of this current policy.

Pay rates for non trades and trades being used as leading hands, with no extra remuneration. Non trades with multiple years experience in conveyor maintenance, teaching and leading crews with no provision for this extra responsibility.

Kind Regards,  
Karthikeyan Sundarraj (Karthik)  
Mechanical Technician  
Operations Services

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Hi Jessica,

As discussed at the last meeting, please see below some proposed wording for discussion on Annual Leave:

- 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.

Mitch

Mitch Hughes  
Senior Vice-President  
CFMEU - Mining & Energy Division Qld District

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*Office Location:*  
Level 2, 61 Bowen Street  
Spring Hill QLD 4000  
*Postal Address:*  
PO Box 508 Spring Hill 4004



### Appendix 3 – Review of OS’ proposed Maintenance Agreement

Note: This table contains clauses as per the current draft version of OS’ proposed Maintenance Agreement. It does not reflect all proposals tabled to date. For a full list of proposal and OS’ responses, please see Appendix 3 of the Record of Meeting for the meeting held on 3 June 2021.

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

Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
<b>1. Title</b>			
1	This agreement will be known as the <i>Operations Services Maintenance Agreement</i> (" <b>Agreement</b> ").	CFMMEU want 'Black Coal Agreement' in title.	CFMMEU want 'Black Coal Agreement' in title.
<b>2. Coverage</b>			
2.1	Subject to clause 2.2, this Agreement shall cover: (a) OS ACPM Pty Ltd (ACN 623 848 895) (" <b>the Company</b> "); 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 (" <b>Employees</b> "). "Mining operation" in this clause includes Port operations in Western Australia which service mining operations.	Not agreed because: <ul style="list-style-type: none"> <li>CFMMEU wants to include a reference to Coal;</li> <li>AWU also wants a reference to all other mining.</li> <li>AMWU wants separate agreements based on location.</li> </ul>	Not agreed because: <ul style="list-style-type: none"> <li>CFMMEU wants to include a reference to Coal;</li> <li>AWU also wants a reference to all other mining.</li> <li>AMWU wants separate agreements based on location.</li> </ul>
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		CFMMEU / AWU have concerns around how this clause will be utilised.

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
	apply to the Company and those Employees to the exclusion of this Agreement.		
<b>3. Relationship with Other Instruments and the National Employment Standards</b>			
3.1	This Agreement does not incorporate the Company's policies or procedures (notwithstanding any references to any policies or procedures in this Agreement).		Unions want policy positions in body of Agreement.
3.2	Subject to clause 2.2, while this Agreement operates in relation to an Employee, no other industrial instrument shall have effect in relation to the Employee.		CFMMEU/AWU not in agreement with 'subject to clause 2.2'.
3.3	The National Employment Standards ("NES") apply to all Employees as a minimum standard. Where there is an inconsistency between the NES and a clause 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.		
<b>4. Term of Agreement</b>			
4.1	This Agreement will commence operating seven days after the Agreement is approved by the Fair Work Commission ("FWC").		
4.2	The nominal expiry date of the Agreement will be four years after the date on which the FWC approves the Agreement.	Wording is not disputed but CFMMEU and AWU want 3 years.	Wording is not disputed but CFMMEU and AWU want 3 years.
4.3	The Agreement will continue to operate past the nominal expiry date until terminated or replaced by another agreement.		
<b>5. Type of employment</b>			
5.1	Employees may be engaged under this Agreement as Full Time Employees, Part Time Employees or Casual Employees.	CFMMEU has requested that references to casual employment be removed.	AWU/ETU aligned on removal of casuals.

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
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>	CFMMEU and AWU want 35 hours not 38.	CFMMEU and AWU want 35 hours not 38.
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>(b) 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>	CFMMEU and AWU want reference to proportional benefits and less than 35 hours not 38. CFMMEU want overtime for work in excess of agreed hours.	CFMMEU and AWU want reference to proportional benefits and less than 35 hours not 38. CFMMEU want overtime for work in excess of agreed hours.
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>	CFMMEU and AWU want reference to proportional benefits. CFMMEU want overtime for work in excess of agreed hours.	CFMMEU and AWU want reference to proportional benefits. CFMMEU want overtime for work in excess of agreed hours.
5.4	Each Part Time Employee's rostered hours of work, including the days when they will work and their starting and finishing times, will be as agreed in writing between the Company and the Part Time Employee from time to time.		



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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
5.5	A Casual Employee is an Employee who is engaged and paid as a Casual Employee.	CFMMEU has requested that references to casual employment be removed.	CFMMEU has requested that references to casual employment be removed. AWU/ ETU support this position.
5.6 to 5.9	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	CFMMEU has requested that references to casual employment be removed.	CFMMEU has requested that references to casual employment be removed. AWU/ ETU support this position.
<b>6. Duties</b>			

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021						
6.1	Employees are required to undertake all duties as reasonably directed by the Company that are within their skill and competence in accordance with safe working practices.	CFMMEU want a reference to no promoting deskilling, as well as notice requirements for travel away from ordinary location.	AWU support CFMMEU. CFMMEU want reference to trained, authorised and assessed to perform work.						
6.2	Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company, and will teach work skills to others as required.	CFMMEU wants to: <ul style="list-style-type: none"> <li>delete reference to training others; and</li> <li>include wording for notice and payments when training is away from work location.</li> </ul> AWU wants to limit training to other "OS employees".							
6.3	Organisational requirements may necessitate Employees transferring to other positions, operations, or locations. Reasonable notice will be provided in these circumstances. Terms and conditions of employment will be reviewed in light of any change in responsibilities in the event of a transfer, but will remain at least as beneficial as set out in this Agreement.	AMWU want employees to only be transferred by consent and if it does not result in the employee being worse off overall.	CFMMEU, AWU, ETU, Employee Bargaining Representatives support AMWU position.						
6.4	Employees will be placed in one of the following classifications according to their responsibilities from time to time: <table border="1" data-bbox="324 986 1095 1145"> <thead> <tr> <th>Classification</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Non Trades</td> <td>Non trade-qualified technicians undertaking maintenance work.</td> </tr> <tr> <td>Trades</td> <td>Trade-qualified technicians, undertaking maintenance work.</td> </tr> </tbody> </table> Trainees and Apprentices may be employed by the Company under this Agreement.	Classification	Description	Non Trades	Non trade-qualified technicians undertaking maintenance work.	Trades	Trade-qualified technicians, undertaking maintenance work.	Classification structure yet to be clarified	Unions don't want to table classifications until scope is determined.  CFMMEU WA to provide more info re non-trade.  Employee Bargaining Representatives would like to see further split for non-trade based on qualifications held.
Classification	Description								
Non Trades	Non trade-qualified technicians undertaking maintenance work.								
Trades	Trade-qualified technicians, undertaking maintenance work.								
6.5	An Employee's classification under clause 6.4 does not limit the duties that an Employee may be required to perform in accordance with clause 6.1.		CFMMEU / AWU can't agree while they have concerns outlined at 6.1.						

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021								
<b>7. Remuneration</b>											
7.1	Full Time and Part Time Employees will be paid an annualised salary (" <b>Annual Salary</b> ").										
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> <ul style="list-style-type: none"> <li>(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</li> <li>(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".</li> </ul> <p>For the purposes of this Agreement:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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.</li> </ul> <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" data-bbox="416 1238 1245 1374"> <thead> <tr> <th data-bbox="416 1238 719 1374" rowspan="2">Agreement classification of Employee</th> <th colspan="2" data-bbox="719 1238 1245 1286">Minimum award pay level</th> </tr> <tr> <th data-bbox="719 1286 1032 1374"><i>Black Coal Mining Industry Award covered Employees</i></th> <th data-bbox="1032 1286 1245 1374"><i>Mining Industry Award covered Employees</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="416 1374 719 1380"></td> <td data-bbox="719 1374 1032 1380"></td> <td data-bbox="1032 1374 1245 1380"></td> </tr> </tbody> </table>	Agreement classification of Employee	Minimum award pay level		<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>				Claims regarding wages yet to be clarified.	Unions want wages inserted into agreement and defined hourly rate.
Agreement classification of Employee	Minimum award pay level										
	<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>									

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	<table border="1" data-bbox="416 288 1245 491"> <tr> <td data-bbox="416 288 719 320">Non Trades</td> <td data-bbox="719 288 1032 320">Mine Worker</td> <td data-bbox="1032 288 1245 320">Level 4</td> </tr> <tr> <td data-bbox="416 320 517 400">Trades</td> <td data-bbox="517 320 719 400">0-2 years trade qualified experience</td> <td data-bbox="719 320 1032 400">Mine Worker - Advanced</td> </tr> <tr> <td data-bbox="416 400 517 491"></td> <td data-bbox="517 400 719 491">2+ years trade qualified experience</td> <td data-bbox="719 400 1032 491">Mine Worker - Specialised</td> </tr> <tr> <td data-bbox="1032 320 1245 400"></td> <td data-bbox="1032 400 1245 491"></td> <td data-bbox="1032 400 1245 491">Level 6</td> </tr> <tr> <td data-bbox="1032 491 1245 571"></td> <td data-bbox="1032 491 1245 571"></td> <td data-bbox="1032 491 1245 571">Level 7</td> </tr> </table> <p data-bbox="394 499 1104 528">This clause 7.3 does not apply to Apprentices and Trainees.</p> <p data-bbox="327 571 725 600">7.4 For the avoidance of doubt:</p> <p data-bbox="394 608 1218 695">(a) the Above Award Guarantee also applies to the Annual Salary that is payable to any Trainee employed under this Agreement; and</p> <p data-bbox="394 703 1245 1007">(b) an Employee's Annual Salary includes compensation for any allowances, penalties or payments that would have been applicable under the relevant modern award to the roster that the Employee is working. This includes compensation for working on rosters which cover public holidays, afternoon shifts and night shifts, and any other allowances, penalties or payments applicable to the Employee's roster under the relevant modern award. For the avoidance of doubt, all of these amounts are to be included in the calculation of the remuneration referred to in clause 7.2(a).</p>	Non Trades	Mine Worker	Level 4	Trades	0-2 years trade qualified experience	Mine Worker - Advanced		2+ years trade qualified experience	Mine Worker - Specialised			Level 6			Level 7		
Non Trades	Mine Worker	Level 4																
Trades	0-2 years trade qualified experience	Mine Worker - Advanced																
	2+ years trade qualified experience	Mine Worker - Specialised																
		Level 6																
		Level 7																
7.5	<p data-bbox="327 1038 1245 1286">Any un-rostered overtime worked by Full Time or Part Time Employees will be paid at double time for each hour of un-rostered overtime. The hourly rate for the purpose of calculating the un-rostered overtime rate will be calculated by dividing the Annual Salary that is payable to the Employee by the number of rostered hours per annum for the Employee's roster. Alternatively, a Full Time or Part Time Employee and the Company may agree in writing to the Employee taking time off instead of being paid for a particular amount of un-rostered overtime that has been worked by the Employee.</p>		<p data-bbox="1704 1038 2107 1126">Bargaining representatives want reference to call backs included in Agreement.</p>															

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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>	CFMMEU has requested that references to casual employment be removed.	CFMMEU has requested that references to casual employment be removed.
7.7	Remuneration will be paid at intervals determined by the Company (up to monthly), and is currently fortnightly in arrears.		CFMMEU / AWU / Employee Bargaining Representatives want fortnightly only (e.g. remove reference to 'up to monthly'.
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	AMWU want guaranteed \$15,000p.a. bonus paid weekly	Full bonus structure to be in Agreement. Employee

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	discretion to cancel, replace, or make any variations to any such scheme at any time.	CFMMEU yet to table position AWU want principles of bonus system in agreement	Representative requested bonus to be payable if employed at 30 June (not 1 September).
7.10	Where an overpayment of salary or entitlements has occurred, Employees must repay the overpayment within a reasonable period of time. Where the overpayment is not repaid within a reasonable period of time, the Company is entitled to deduct and retain any overpayments from the Employee's pay, including from termination payments, to the fullest extent permitted by law.		CFMMEU want wording amended and will consider their position.
<b>8. Superannuation</b>			
8.1	Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. Should an Employee elect not to choose their own complying superannuation fund, the Company's default superannuation fund shall be used. The Company reserves the right to change its default fund at any time. The Company's default superannuation fund will be a fund which offers a MySuper product.	Clause to be reviewed in light of the "superannuation stapling" reforms made by the <i>Treasury Laws Amendment (Your Future, Your Super) Act 2021</i> , which commenced operation on 23 June 2021.	
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.		
<b>9. Hours of Work</b>			
9.1	The Company expects that an Employee's work will usually be completed in their rostered hours.		Unions seeking clarity on shift change / handovers being completed in rostered hours.

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
9.2	An Employee's rostered hours of work are averaged across their roster cycle, excluding handovers.	CFMMEU have 'including' handovers	As above.
9.3	An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.		CFMMEU WA want travel time included in rostered hours.
9.4	By working these hours, Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Annual Salary is calculated on the basis that Employees will work these hours.		
9.5	The Company shall determine each Employee's roster, including the days and hours of work, and starting and finishing times from time to time, and may change any such rosters, days and hours of work or starting and finishing times, provided that: (a) an Employee shall not be rostered to work more than 12.5 hours in any one shift and will have a minimum break of 10 consecutive hours between shifts; and (b) the Company will provide an Employee with one week's notice of any change to an Employee's place on a roster, unless otherwise agreed with the Employee.	OS has made a concession with respect to 9.5(a).  CFMMEU want 4 weeks' notice of change if changing to non-continuous roster and overtime where less notice is given.  CFMMEU want new rosters only following consultation and agreement with majority of affected employees.	AWU supports CFMMEU.
9.6	Employees are entitled to meal and rest breaks of 30 minutes for every 5 hours worked. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements. Employees will not be required to work more than 5 hours without a meal and rest break.	CFMMEU want overtime payments for any work past five hours without a break & specification crib will be taken as close to where work is being performed as possible.	CFMMEU want overtime payments for any work past five hours without a break & specification crib will be taken as close to where work is being performed as possible.
<b>10. Public holidays</b>			
10	Employees acknowledge that, from time to time, in accordance with their applicable roster, they may be requested to work on a public holiday.	Unions want Christmas / Boxing Day to be non-working days. The	Unions want Christmas / Boxing Day to be non-working days. The

# Operations Services Maintenance Agreement

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
	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.	Company may call for volunteers to work Christmas / Boxing Day + penalty rates if working.	Company may call for volunteers to work Christmas / Boxing Day + penalty rates if working.
<b>11. Annual leave</b>			
11.1	Annual leave entitlements will be provided for in accordance with the NES.		
11.2	Employees (other than Casual Employees) are entitled to annual leave, in addition to the amount provided for in the NES, such that the employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of service is a cumulative total of 5 weeks.		
11.3	An Employee who: (a) is a seven day roster Employee (an Employee who over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or (b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays, is a shiftworker for the purpose of the NES and entitled annually to an additional week of annual leave in addition to clause 11.2, being a cumulative total of 6 weeks.		
11.4	Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Annual Salary rate.	Generally agreed. CFMMEU wants any bonus to be included when calculating payment.	Generally agreed. CFMMEU wants any bonus to be included when calculating payment.



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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
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"> <li>(a) the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;</li> <li>(b) each occasion of cashing out is by a separate agreement in writing between the Company and the Employee; and</li> <li>(c) cashed out annual leave is paid at the Employee's Annual Salary rate.</li> </ul>		
<b>12. Personal/carer's leave</b>			
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>Agreed that entitlement will accrue on commencement of employment and each anniversary thereafter. Unions want additional days of paid leave for travel.</p>	<p>AWU agree with CFMMEU</p>
12.2	<p>Personal/carer's leave is paid at an Employee's Annual Salary rate.</p>	<p>Generally agreed. CFMMEU wants any bonus to be included when calculating payment.</p>	
<b>13. Compassionate leave</b>			
13.1	<p>Compassionate leave entitlements will be provided for in accordance with the NES.</p>	<p>CFMMEU and AWU want an additional day of paid leave for travel to an employee's residence. OS responded to this proposal in meeting on 3 June 2021 and confirmed that OS does not agree to amend the clause but additional paid compassionate leave beyond</p>	

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		the NES will be assessed by OS on a case by case basis.	
13.2	Compassionate leave is paid at an Employee's Annual Salary rate.	Generally agreed. CFMMEU wants any bonus to be included when calculating payment.	
<b>14. Parental leave</b>			
14	Employees (other than Casual Employees) with at least 3 months' continuous service are entitled to unpaid parental leave at least in accordance with the NES. <i>Note:</i> The Company has policies that provide for parental leave on terms that in some respects are more generous than the NES, including paid parental leave for primary caregivers and secondary caregivers. This clause does not affect the operation of those policies, as amended from time to time.	CFMMEU wants the current policy provision to be the substance of the agreement clause.	
<b>15. Long service leave</b>			
15.1	15.1 Long service leave is in accordance with applicable legislation. 15.2 Long Service leave accrues and must be taken subject to relevant legislation and the Company policies as amended from time to time.	CFMMEU want additional coal specific provisions included in agreement clause.  AWU want eligible in accordance with legislation or eligible at 7 years, which is better for employee.	CFMMEU want 'paid as if at work' captured in clause.
<b>16. Community Service Leave</b>			
16	Community service leave entitlements will be provided for in accordance with the NES.	CFMMEU and AWU proposed additional entitlements above the NES be included in the agreement.	
<b>17. Leave to deal with Family and Domestic Violence</b>			

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
17.1	<p><b>Entitlement to unpaid leave</b></p> <p>Unless otherwise agreed, an Employee is entitled to 5 days' unpaid leave in each 12 month period to deal with family and domestic violence. The leave is available in full at the start of each 12 month period and does not accumulate from year to year. The leave does not count as service but does not break the Employee's continuity of service.</p> <p><i>Note:</i> The Company has policies that provide for family and domestic violence leave on terms that in some respects are more generous than the NES, including paid family and domestic violence leave. This clause does not affect the operation of those policies, as amended from time to time.</p>	ETU wants paid leave.	CFMMEU/AWU support. AWU want current policy position included in Agreement.
17.2	<p><b>Taking unpaid leave</b></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>		As above.
17.3	<p><b>Notice and evidence requirements</b></p> <p>(a) An Employee must notify the Company as soon as practicable of the taking of leave under clause 17, and the expected period of the leave.</p> <p>(b) If required by the Company, the Employee must give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 17.2.</p> <p>(c) An Employee must comply with clause 17 to access the entitlement.</p>		Ad above.
<b>18. Issue Resolution Procedure</b>			
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>		

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
	<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>		
<b>19. Individual flexibility</b>			
19	The Company and individual Employees may agree to make an individual flexibility arrangement, in accordance with the model flexibility term prescribed by the <i>Fair Work Regulations 2009</i> . The model flexibility term is incorporated into this Agreement.		
<b>20. Management of change / Consultation</b>			
20	<p>In the event that the Company makes:</p> <p>(a) a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or</p> <p>(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees,</p> <p>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.</p>	<p>CFMMEU proposed that the model clause be used. This is consistent with OS's proposed drafting of clause 20.</p> <p>ETU wants an alternative clause.</p>	<p>CFMMEU want model clause inserted (rather than just referenced) in Agreement.</p>
<b>21. Redundancy</b>			
N/A	N/A	<p>CFMMEU wants additional steps before redundancies occur (reduction of labour hire and contractors, and voluntary rounds</p>	

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
		and internal redeployment) (19.1/19.2). AWU wants voluntary redundancies in the first instance.	
21.1	<b>Definition of redundancy</b> (a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative: (i) because the Company no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or (ii) because of insolvency or bankruptcy of the Company. (b) This clause does not apply to Employees engaged for a fixed term or a specified task or to Casual Employees.		AWU advised the clause appears ok but they will review further. CFMMEU noted their proposal around what triggers redundancy.
21.2(a)	Except where clause 21.3 applies, when terminations of employment occur due to redundancy the Employees terminated are entitled to severance pay equal to three weeks' pay (paid at an Employee's Annual Salary rate) for each completed year of employment, up to a maximum of 30 weeks' pay.	3 weeks per year of service agreed. CFMMEU wants any bonus to be included when calculating payment.	CFMMEU want maximum 30 weeks cap removed.
21.(2)(b)	Regardless of length of employment, the minimum payment due to Employees under clause 21.2(a) is four weeks' pay.		
21.3	<b>Exemption</b> The Company is not liable for the payment in clauses 21.2 if the Company obtains, or causes to be made available for the Employee, work: (a) that the Employee is competent to perform; (b) in a position that carries the same or a higher classification rate of pay than the Employee's previous position; (c) that can reasonably be regarded as permanent; and (d) allows the Employee to reside in the same general locality as the Employee's previous residence.	Agreed, subject to union's position on proposals put forward on redeployment as summarised above.	Agreed, subject to union's position on proposals put forward on redeployment as summarised above.

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
21.4	<p><b>Variation of severance pay</b></p> <p>Despite anything in this clause, the Company may make application to the FWC to be granted relief from the obligation to make a payment pursuant to clause 21.2.</p>		Agreed, subject to union's position on proposals put forward on redeployment as summarised above.
<b>22. Termination of Employment</b>			
22.1	An Employee may resign from his or her employment with the Company by giving one week's written notice to the Company.		
22.2	Subject to clause 22.3, the Company may terminate the employment of a Full Time or Part Time Employee by giving the Employee four weeks' written notice or by payment by the Company in lieu of all or part of that notice.		
22.3	The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of probation will begin on the commencement of employment and will continue for such period as is notified by the Company in advance in writing. During the period of probation, the Company may terminate the probationary Employee's employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice.		CFMMEU want probation capped at 6 months.
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.		CFMMEU has requested that references to casual employment be removed.
22.6	The Company may dismiss an Employee without notice for any serious misconduct and in such case, the Employee's remuneration shall be payable only up to the time of dismissal.		AWU want serious misconduct defined or amend to gross misconduct.
<b>23. Better off overall</b>			

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Clause No.	Extract	OS understanding of current position	Position at bargaining meeting on 30 June 2021
23	It is the intention that every Employee covered by this Agreement will be better off overall than if a relevant modern award applied to their employment, including by means of the Above Award Guarantee		CFMMEU takes issue with a structure of OS' proposed Agreement.
<b>24. No further claims</b>			
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.