

# Operations Services Production Agreement

## Record of Meeting



**Date** 21 April 2021  
**Location** Videoconference via Webex  
**Attendees** See Appendix 1  
**Meeting Open:** 10:00am (AEST)  
**Meeting Close:** 02:00pm (AEST)

### Agenda

1. Introduction & agenda
2. Update since the last bargaining meeting
3. OS responses to bargaining representative proposals
4. Bargaining representatives' new or revised proposals
5. Logistics for next meeting

### Summary

<b>Introduction &amp; Agenda</b>	OS shared the agenda for the meeting
<b>Updated positions since last meeting</b>	<p>OS confirmed receipt of CFMMEU's (Qld &amp; NSW) revised position regarding scope - seeking one agreement for covering both Maintenance and Production Employees who work in the Black Coal Mining Industry (see Appendix 2).</p> <p>OS confirmed that the bargaining meeting was to bargain for the proposed OS Production agreement, and that OS' objectives to make a simple, safety net agreement that would cover its national workforce remained. OS noted the CFMMEU's application to FWC for a scope order.</p>
<b>OS Response to proposals</b>	OS provided its response to the proposal put forward by the union bargaining representatives in relation to Personal / Carers leave (see Appendix 3).
<b>Bargaining Reps new or revised proposals</b>	<p>Lengthy discussions were had in relation to a number of specific proposals that had previously been tabled by the CFMMEU (QLD &amp; NSW), in particular the following areas:</p> <ul style="list-style-type: none"><li>• Dispute Resolution Procedure</li><li>• Consultation</li><li>• Types of Employment</li><li>• Duties</li><li>• Paid Suspension</li></ul> <p>Both OS and the CFMMEU (QLD &amp; NSW) have agreed to consider a number of points that were raised in relation to the above, and will respond to these at the next meeting.</p>
<b>Next Meeting</b>	Due to the absence of a number of key attendees, a meeting date for the next bargaining meeting is yet to be scheduled.

### Actions

<b>Confirm meeting arrangements</b>	OS	05 May 2021
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### Appendix 1

Attendance List	
Keenon Endacott	CFMMEU NSW
Shane Roulstone	AWU
Stephen Smyth	CFMMEU QLD
Drew Watson	Employee Bargaining Representative
Tim Petrie	Employee Bargaining Representative
Brodie Allen	Employee Bargaining Representative
Dave Pritchard	Employee Bargaining Representative
John Burke	Employee Bargaining Representative
Andrew Craker	Employee Bargaining Representative
Stewart Lomas	Employee Bargaining Representative
Harriet Daniels	Employee Bargaining Representative
Laura Martell	Specialist Employee Relations
Dean Scott	Manager Production
Alli Chauncy	Principal Employee Relations

### Appendix 2

Amended scope as per email received by CFMMEU (QLD) on 19<sup>th</sup> March 2021

- 1.1 This enterprise agreement will be known as the Operations Services Coal Agreement ("**the Agreement**") and will cover and apply to:
- 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).

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### Appendix 3

#### OS Production Agreement Proposals & Responses

Proposals highlighted in yellow represent those responded to during the meeting on 21 April 2021. Responses to all other proposals were provided during the meeting on 23<sup>rd</sup> February and 15<sup>th</sup> March 2021.

Proposal topic	Proposal Summary	Company's response
Clause 2 - Coverage	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>OS MCAP Pty Ltd</li> <li>Employees who fall under Schedule A of the Black Coal Mining Industry Award who perform Production work in QLD</li> <li>Unions</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Two separate agreements covering: <ul style="list-style-type: none"> <li>Coal Production; and</li> <li>Metalliferous and other non-Coal Mining Production</li> </ul> </li> <li>Covers OS non coal Employees engaged in Production</li> <li>Unions</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>OS Employees only working at the Mt Arthur Coal Mine</li> </ul>	<p>OS has a national business model and works across Minerals Australia. We want an Agreement for our workforce that covers our Production business across Australia to suit OS' national model of work and enable OS to provide consistency and certainty to our customers.</p> <p>Having multiple agreements would increase complexity and may reduce our flexibility, which could hinder our ability to win future work packages. For these reasons, OS does not accept this proposal.</p>
Clause 3 - Relationship with Other Instruments and the NES	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Override and replaces the BCMI Award and all other awards and instruments</li> <li>NES to apply</li> </ul>	<p>The proposal simply confirms the operation of clause three of OS' proposed agreement. OS does not consider any further amendments are required as this is already clear.</p>
Clause 4 - Term of Agreement	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Maximum 3 year term</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Maximum 3 year term</li> <li>Requirement to commence bargaining 6 months before nominal expiry</li> </ul>	<p>OS has proposed a four year term Agreement as permitted by the <i>Fair Work Act 2009</i>. Additional requirements such as commencing bargaining prior to the agreement's nominal expiry date do not meet our objective of a simple, safety net Agreement with our employees. For these reasons, OS does not accept these proposals.</p>
Clause 5 - Types of Employment	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>FT – 35 ordinary hours per week averaged over roster cycle</li> <li>PT – works less than an average of 35hrs per week, averaged over roster cycle</li> </ul>	<p>We believe the clause as currently drafted fairly reflects the industry conditions for OS' customers in accordance with our proposed</p>



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	<ul style="list-style-type: none"> <li>Received on a pro rata basis, equivalent pay and conditions to those of FT EE's who do the same work</li> <li>PT EE's arrangements to be agreed in writing between the Co and the EE</li> <li>All time worked in excess of mutually agreed hours will be OT ad paid for as per rates in OT clause (10)</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>FT – 35 ordinary hours per week</li> <li>PT – proportional benefits and pay based on 35 ordinary hrs per week</li> <li>Temporary – fixed term or specified task, no longer than 12 months</li> </ul>	<p>scope for the Agreement and our current deployment locations. The clause as presently drafted does not leave any employee worse off compared to the reference awards – being the Black Coal Mining Industry Award and Mining Industry Award. To adopt the 35 ordinary hours across coal and non-coal operations may reduce OS' ability to be competitive in certain markets.</p> <p>Accordingly, OS does not accept this proposal.</p>
Clause 6 - Duties	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>The Co will not allocate tasks in a manner which promotes deskilling</li> <li>EE's will undertake training aimed at maintaining and enhancing work skills &amp; performance</li> <li>Where EE's are required to temporarily work away from their ordinary location, all time spent outside their rostered shifts travelling between home and the temporary location will be paid as if at work. Minimum of two weeks' notice to be provided in these circumstances.</li> <li>Where the notice required is not available, then less notice may be given by agreement and the EE will be paid at OT rates for all work from time of change of shift until the expiration of that notice period</li> <li>Classification Structure yet to be determined</li> </ul>	<p>OS is committed to the training and development of its employees.</p> <p>The clause relating to deskilling is too broad and ambiguous. OS has commitments to its customers and it is important to retain the right to allocate work in the way it deems appropriate in order to meet its obligations to its customers and remain competitive.</p> <p>The OS business model and our point of hire approach enables OS to transfer EE's to other deployment sites as directed by the Company (in accordance with the point of hire in their Contract of Employment). This business model is part of what makes OS so unique and successful.</p> <p>The inclusion of any further restrictions on this would limit our flexibility. Additionally, flexibility to move between deployments is a benefit many OS team members enjoy.</p> <p>For the reasons outlined above, OS does not accept this proposal.</p>

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Clause 6.2 - Training	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>The Co shall provide relevant training and payment for the renewal of statutory licenses for all EE's required to utilise these in the course of employment</li> <li>If an EE has to travel to attend training, the Co will provide                             <ul style="list-style-type: none"> <li>a) transport,</li> <li>b) accommodation and meals,</li> <li>c) payment of TOIL; and</li> <li>d) payment of TOIL for travel time if EEs are required to travel on an RDO</li> </ul> </li> <li>Where the Co requests or offers EE's to undertake training outside of EEs normal shift, the EE will receive OT payment for the period of the training</li> <li>If training is conducted on a rostered shift, there will be no loss of pay for that day</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Training requirements limited to training of other OS EEs</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>A training clause which enables EEs to access training on different pieces of equipment</li> </ul>	<p>We believe the current clause 6.2 of the proposed OS Agreement adequately covers the provision of, and support for, training. In addition to this, OS will be given training in accordance with the skills matrix for that particular workgroup. Where employees are requested to attend training for the purposes directly relevant to their employment, this will be managed on a case by case basis and in line with operational requirements.</p> <p>We do not consider that there is any requirement for the proposed agreement to be more prescriptive than already drafted. For this reason, OS does not accept this proposal.</p>
Clause 7 - Remuneration	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Claim regarding Wages (6) and Bonus (7) yet to be defined</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>All classification rates, wages and salary bands to be included in the agreement</li> <li>Annual increases on commencement and on anniversary of agreement</li> <li>Principles of bonus system to be referenced in the agreement</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>Wage increases clause yet to be defined and dependent on the outcome of negotiations</li> <li>Site bonus scheme to apply dependent on production only (current site bonus scheme to apply)</li> </ul>	<p>OS has sought to simplify the agreement by removing specific rosters and salaries. This reflects the size and scale of the OS business today and that we now work across several different locations on many different roster arrangements including part-time and job share arrangements. Attempting to capture all current arrangements would be too complex and may reduce flexibility (for both OS and OS employees) in the future.</p> <p>Minimum wage increases under the EA are guaranteed insofar as they will increase relative</p>

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	<b>Employee Bargaining Representative</b> <ul style="list-style-type: none"> <li>Pay levels according to skills (ie differentiation between skilled and <u>non skilled</u> Employees</li> <li>Annual percentage wage increases of 3%, 3% and 4%</li> </ul>	<p>to the annual review of minimum rates by the Fair Work Commission.</p> <p>Employees can access their contract of employment to understand their individual salary and any applicable allowances including night shift loading that might apply.</p> <p>All OS employees will have an annual salary review for their contractual salaries conducted to ensure our salaries remain market competitive. To include specific annual wage increases within the Agreement limits our flexibility and may put our competitiveness at risk.</p> <p>For these reasons, OS does not accept this proposal.</p>
Clause 7.4 - Overtime	<b>CFMMEU – QLD</b> <ul style="list-style-type: none"> <li>EEs to have at least 10 consecutive hours off duty between the work of successive days</li> <li>Where an EE does not get a 10 hour rest between shifts, the EE will be released from duty until the EE has had 10 consecutive hours off duty with no loss of pay for the following shift</li> <li>If the EE is instructed to resume work without having had 10 consecutive hours off duty, the EE will be paid at OT rates until the EE is released from duty</li> <li>An EE who is recalled to work OT after leaving the mine will be paid for at least four hours work</li> <li>EEs will be paid \$15 meal allowance for meal breaks during non-rostered OT</li> <li>Claim for OT rates yet to be determined</li> </ul> <b>AWU</b> <ul style="list-style-type: none"> <li>10 consecutive hours off duty between work on successive days</li> <li>Minimum four hours work at OT rate to be paid for a call back</li> <li>Paid meal breaks to be an entitlement for OT</li> </ul>	<p>Clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working and includes provision for regularly rostered overtime rates. There is clear provision for un-rostered overtime being at double time in clause 7.4.</p> <p>In addition, clause 9.5 and fatigue standards at the relevant deployment site provide for minimum breaks between times on site.</p> <p>The provisions of the NES override any provision in the Agreement in any event, this is also made clear in clause 3.3.</p>



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	<ul style="list-style-type: none"> <li>Unrostered OT to be paid at double time</li> </ul>	For these reasons, OS does not accept this proposal.
Clause 8- Superannuation	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Default Super Fund to be Mine Super</li> <li>The Co's contribution on behalf of EEs will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i></li> <li>An EE can request that the EE will forgo part of their annual salary otherwise payable under this Agreement and in lieu pay this amount in the EEs nominated superannuation fund</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Default fund to be traditional industry funds such as Australian and Mine Super</li> </ul>	We believe the clause as it is currently drafted adequately captures that superannuation will be paid in accordance with current legislation. Additionally, changing the default fund to Mine Super is not in line with our proposed scope. For this reason, OS does not accept this proposal.
Clause 9 - Hours of Work	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Rosters and hours of work average of 35 ordinary hours per week, averaged over a roster cycle. Shifts will include handover at the start and end of each shift.</li> <li>12.5hrs maximum rostered hours in any one shift and a minimum break of 10 consecutive hours between shifts</li> <li>Start and finish times clause TBD</li> <li>EEs must receive one weeks' notice to change shift or their place on a roster, and four weeks' notice if this change is to a non-continuous shift roster.</li> <li>Payment of OT will be given if less notice is given</li> <li>The Co may only introduce a new roster following consultation, and with the agreement of the majority of affected EEs</li> <li>Consultation process yet to be defined</li> <li>Rosters yet to be defined</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Rosters based on 35 ordinary hours per week, <u>avg</u> over roster cycle</li> </ul>	<p>The response to the proposal in relation to clause 5 also applies in relation to the matter relating to 35 ordinary hours per week.</p> <p>OS agrees to update the drafting of clause 9 to reflect that a minimum break of 10 hours will be provided between shifts, however we believe the clause as currently drafted otherwise adequately captures arrangements for hours of work, including specifying a maximum shift length of 12.5 hours and that one week's notice will be provided in the event of a roster change, unless otherwise agreed.</p>

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	<ul style="list-style-type: none"> <li>12.5hr maximum rostered hours and a minimum break of 10 consecutive hours between shifts</li> <li>For residential &amp; FIFO EEs work is considered to have commenced at arrival at the workplace and considered finished on departure from the workplace</li> <li>For FIFO EEs travelling from home to work on the first day of a work cycle, work is considered to have commenced for the EE on boarding the aircraft for that day</li> <li>For FIFO EEs travelling from work to home on the last day of a work cycle, work is considered to have ceased for paid purposes when the EE has boarded the departing aircraft</li> <li>Change of shift only with one weeks' notice or by mutual agreement</li> <li>New rosters introduced only by agreement</li> <li>Start and finish places by agreement</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>Fixed rosters table to be included in the Agreement</li> <li>Change of roster to be by agreement with the majority of EEs</li> <li>Rosters to suit residential roles only</li> </ul> <p><b>Employee Bargaining Representative</b></p> <ul style="list-style-type: none"> <li>Start &amp; finish times / places to be specified in the Agreement</li> </ul>	<p>Introducing new rosters by agreement only or specifying start and finish places by agreement may limit our flexibility, including in relation to meeting operational requirements for the sites at which OS is (or may be) deployed.</p> <p>In any event, OS has an obligation to consult with employees about changes to rosters or ordinary hours of work in accordance with clause 20 of the proposed Agreement.</p> <p>The clause as proposed reflects the size and scale of the OS business today and that we now work across different locations on many different roster arrangements. Attempting to capture all current start/finish times and places would be too complex and may reduce flexibility (for both OS and OS employees) in the future.</p> <p>Other than amending the minimum break time between shifts, OS does not agree to any further amendments to this clause in the Agreement.</p>
Clause 9.6 - Meal breaks	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>An EE is entitled to a meal break of 30minutes for each five hours worked</li> <li>An EE will not be required to work for more than 5 hours without a meal break</li> <li>Where an EE will work for more than 5 hours without a break, the EE will be paid for any work beyond 5 hours at the applicable OT rate until a meal break is taken</li> <li>Time taken to travel to or from the place of designated crib will be counted as time worked</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Entitlement to 30minute crib break every 5 hours worked</li> <li>No EE will be required to work more than 5 hours without a break for crib</li> </ul>	<p>When it comes to Production, the timing of meal breaks will be in accordance with local site fatigue procedures, taking into consideration safety, operational and production requirements. The proposed clause as currently drafted satisfies the necessary requirements to maintain this flexibility.</p> <p>Clause 7 of the proposed Agreement guarantees an annual salary higher than the</p>



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	<ul style="list-style-type: none"> <li>All breaks to be counted as time worked</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>A crib clause indicating windows available to the Company to send EEs to each crib (clause to align with site fatigue management policy)</li> </ul>	<p>amount that would have been payable to an employee under the relevant modern award for the roster they are working, which would include paid meal breaks if applicable.</p> <p>For these reasons, OS does not agree to the proposal.</p>
Clause 10 - Public Holidays	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>EEs to be entitled to have all gazetted Public Holidays off without loss of pay</li> <li>The Co may make reasonable requests for EEs to work on PHs (except Christmas &amp; Boxing Day)</li> <li>Christmas &amp; Boxing day (25 and 26 December) shall be nonworking days, however the Co may call for volunteers to work on those days</li> <li>Travel obligations for mid-swing days off to be determined</li> <li>EE's who work on a PH are to be paid double time for work performed during ordinary hours, and treble time for work in excess of their ordinary hours</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>EEs have an entitlement to all gazetted PHs off without loss of pay</li> <li>Co may make reasonable requests for EEs to work PHs</li> <li>25 and 26 December are nonworking days, however EEs may volunteer to work</li> <li>All time worked on a PH and nonworking day to be paid at double time</li> <li>Where an EE is rostered off, the EE to be paid at base rate for the PH</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>Christmas Day and Boxing Day to be non-rostered shifts</li> </ul>	<p>OS pays market competitive salaries, which our proposed Agreement guarantees are in excess of relevant Awards, which already financially compensate for where employees are required to work public holidays including Christmas and Boxing Day.</p> <p>In addition, OS works 24/7 rosters. To meet our plans and commitments to our customers, we need rostered shifts to continue over Christmas and Boxing Day.</p> <p>For these reasons, OS does not agree to the proposal.</p>
Clause 11 - Annual Leave	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>EEs working a seven day roster, or a roster which requires ordinary shifts on PHs and not less than 272 ordinary hours per year on Sundays is entitled to annual leave at the rate of six weeks per year</li> <li>5 weeks for other workers</li> <li>Annual leave can be taken at any time with minimum 14 days notice</li> </ul>	<p>Employees' entitlement to annual leave is in accordance with the NES.</p> <p>Clause 11.4 is clear that annual leave is paid at the Employee's Annual Salary Rate. This is also applicable to amounts cashed out.</p>

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	<ul style="list-style-type: none"> <li>Annual leave to be paid at total salary, both when taken and at end of employment for any untaken annual leave.</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>6 weeks for seven day roster workers</li> <li>5 weeks for other workers</li> <li>AL to be paid at total salary, both when taken and at end of employment for any untaken annual leave</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>All leave entitlements to be paid as if at work rostered rate</li> </ul>	<p>OS agrees to update the drafting of clause 11 to include any payment of annual leave on termination will be paid at an Employee's Annual Salary Rate.</p> <p>Overall, the proposals put forward are consistent with the terms of the Agreement and with the exception of clarifying annual leave paid on termination will be at Annual Salary Rate.</p> <p>OS does not agree to any further amendments to this clause.</p>
Clause 12- Personal / Carer's Leave	<p><b>CFMMEU QLD</b></p> <ul style="list-style-type: none"> <li>Entitlement to 10 days at commencement of employment and annually, on each anniversary of commencement</li> <li>Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household because of a personal illness or injury.</li> <li>Payment to be made as if at work, including bonus</li> <li>An additional day of paid leave will be granted where an EE is required to travel in excess of 400kms to their place of residence</li> <li>In the event an EE has exhausted their leave entitlement, the EE may take unpaid leave as required</li> <li>On termination, EEs will be paid the rate they would have otherwise received if they were at work, including bonus, for any untaken leave accruals</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Entitlement to 15 days at commencement of employment and annually, on each anniversary of commencement</li> <li>Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household.</li> <li>Payment made at total salary rate.</li> <li>Notice requirements to be reasonable</li> <li>Availability of unpaid personal leave – two days per each occasion</li> </ul>	<p>OS' proposed clause in regards to the minimum entitlement to Personal/Carer's leave is in accordance with the NES which provides for annual entitlement and definitions of personal leave and carers leave.</p> <p>OS does not accept the proposal for additional paid leave for travel as that will increase our costs.</p> <p>OS does not accept the proposal to provide separate personal leave and carer's leave entitlements. Personal/carer's leave is provided as per the NES.</p> <p>OS is prepared to consider including a provision in the proposed Agreement for paying out accrued but untaken entitlements to personal/carer's leave upon termination of employment in limited circumstances – such as those prescribed by the Black Coal Award – but</p>

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	<ul style="list-style-type: none"> <li>Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for personal leave.</li> </ul> <p><b>Employee Bargaining Representative</b></p> <ul style="list-style-type: none"> <li>Carers leave to be separate to personal leave – as per the BMA Agreement</li> </ul>	<p>we have not yet made a final decision on this at this time.</p>
Clause 13 - Compassionate Leave	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>EEs will be entitled to compassionate leave in accordance with the Act</li> <li>Additional day of paid leave will be granted where an EE is required to travel in excess of 400kms from their place of residence</li> <li>EEs will be paid as if they were at work, including bonus, while on compassionate leave</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>In accordance with the NES</li> <li>Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for compassionate leave.</li> <li>Total salary to be paid while on compassionate leave.</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>All leave entitlements to be paid as if at work rostered rate</li> </ul>	<p>The minimum entitlement to Compassionate Leave is in accordance with the NES.</p> <p>OS agrees to update the drafting of clause 13 to include that Compassionate Leave will be paid at an Employee's Annual Salary Rate.</p> <p>The OS Employee Handbook provides that employees may be eligible "for at least 2 and up to 5 days of paid compassionate leave per occasion" but OS will assess additional paid compassionate leave beyond the NES entitlement in its absolute discretion and on a case by case basis.</p> <p>Other than clarifying Compassionate Leave will be paid at Annual Salary Rate, OS does not accept any further amendments to this clause.</p>
Clause 14 – Parental Leave	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Current policy provision to be substance of Agreement clause</li> </ul>	<p>The entitlement to paid parental leave is derived from a wider BHP Group policy and OS does not agree to have the terms of such incorporated into the proposed Agreement. On this basis, OS does not accept the proposal.</p>



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Clause 15 - Long Service Leave	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>An EE is to be paid for LSL as if they were at work, including bonus, in their normal pay period at the time the leave is taken</li> <li>LSL may only be taken in a single continuous period of at least 14 days</li> <li>LSL can be taken at any time provided that reasonable notice is given by the EE and the operations of the Mine will not be affected by the granting of leave</li> <li>Where an EE applies to take leave in multiple applications in combination with a period of RDOs for a single continuous period, they will only receive payment for the LSL component</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>In accordance with state and territory LSL acts or eligible at 7 years whichever is better for the Employee</li> <li>Payment made at total salary</li> </ul>	<p>For simplicity, OS has proposed a long service leave clause which provides the entitlement in accordance to the applicable State legislation. This is important because OS works across, and the Agreement covers, different jurisdictions in Australia.</p> <p>We believe the clause as currently drafted adequately captures arrangements for long service leave.</p> <p>For these reasons, OS does not accept the proposal.</p>
Clause 16 - Community Service Leave	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>In accordance with NES</li> <li>EEs attending jury duty will be paid on a no loss of earnings basis for the period of jury service, and will refund the Co any amount they receive for attending</li> <li>EEs required to attend to emergencies as part of voluntary work (ie SES, fire brigade, ambulance etc) during the course of their work, shall be paid as if they were at work</li> <li>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</li> <li>Other reserve commitments will be in EEs own time, however EEs may be granted LWOP when such commitments fall on a day they are rostered to work</li> <li>Councillors allowed up to two shifts per month to attend Council meetings, and will be paid on a no loss of earnings basis</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>In accordance with NES, plus:</li> <li>Employees to be paid at total salary for period of jury service, and to refund to company any amount paid for attending jury duty</li> <li>Employees attending emergencies for SES, fire brigade, ambulance etc when would otherwise be working to be paid on a no loss of earning basis.</li> </ul>	<p>Entitlements above the NES are dealt with by a procedure outside of the Agreement. The OS Employee Handbook and the Human Resources Policy Schedule – Public Service Leave – Australia provides for above NES community service leave entitlements.</p> <p>As this is already provided to Employees as a matter of policy, OS does not accept the proposal.</p>

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Proposal topic	Proposal Summary	Company's response
Clause 18 – Issue Resolution Procedure	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> <li>Refer to clause 23 <i>Dispute resolution Procedure</i> as provided for in the CFMMEU – QLD draft Agreement (Appendix 2)</li> </ul> <p>AWU</p> <ul style="list-style-type: none"> <li>Deals with all matters relating to employment, even if not dealt with in agreement</li> <li>Status quo until dispute resolved</li> <li>Representation at all levels</li> <li>Matters to be dealt with at appropriate level without undue involvement of those not directly involved</li> <li>Conciliation and Arbitration available at FWC (or other arbitrator/mediator/ conciliator by agreement)</li> <li>FWC decision binding on parties and those bound by Agreement</li> <li>Company to pay employees on a “without loss of pay” basis to attend all proceedings (other than directions hearings), incl travel and accommodation and meals.</li> </ul>	<p>We believe the clause as currently drafted adequately sets out a fair issue resolution process and is consistent with our objective to deal with matters at the local level to the maximum extent possible.</p> <p>On this basis, OS does not accept the proposal.</p>
Clause 19 – Individual flexibility	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> <li>Refer to clause 24 <i>Individual Flexibility Term</i> as provided for in the CFMMEU – QLD draft Agreement (Appendix 2)</li> </ul>	<p>In line with our objective of seeking to make a simple, safety net agreement with our employees, OS will adopt the model clause as set out in the <i>Fair Work Act 2009</i>.</p> <p>Accordingly, OS does not accept this proposal.</p>
Clause 20 – Management of change / Consultation	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> <li>Clause yet to be defined</li> </ul>	<p>Insufficient detail has been provided for us to consider and respond to this proposal.</p>
Clause 21 – Redundancy	<p>CFMMEU – QLD</p> <ul style="list-style-type: none"> <li>When the Co is considering redundancies, the Co will first:                             <ul style="list-style-type: none"> <li>consider reducing the number of labour hire EEs and Contractor EEs across the operation where the work performed is not considered specialist work</li> <li>Following this, the Co will offer voluntary redundancies</li> </ul> </li> </ul>	<p>With respect to:</p> <ul style="list-style-type: none"> <li>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</li> </ul>



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	<ul style="list-style-type: none"> <li>Where a surplus of EEs still exists, and cannot be addressed through natural attrition, the surplus will be addressed by:                             <ul style="list-style-type: none"> <li>Redeployment of EEs to another task within the operation; and</li> <li>Transfer of EEs to another operation.</li> </ul> </li> <li>After all the above steps have been taken, the Co 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</li> <li>Severance pay following termination of Employment for redundancy is equal to three weeks' pay (at the rate the EE would have received if at work, including bonus) for each completed year of service</li> <li>Minimum payment due to EEs is four weeks' pay</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Provision of voluntary redundancies in the first instance with retraining and redeployment obligations</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>If redundancies occur forced redeployment to apply only within the Hunter Valley coalfields. All other redeployment to be by agreement</li> </ul>	<p>also provide as much certainty to employees about ongoing employment.</p> <ul style="list-style-type: none"> <li>Voluntary redundancy (VR) – enabling VRs where alternative employment opportunities exist would increase costs and may hinder OS meeting its contractual obligations.</li> </ul> <p>We believe the clause as currently drafted adequately addresses redundancy including providing severance pay which is largely consistent with that proposed.</p> <p>For these reasons, OS does not accept this proposal.</p>
Paid suspension	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>In circumstances where an EEs conduct may lead to disciplinary action, the Co may suspend the EE without loss of pay during the investigation</li> <li>The appropriate period of any suspension will be determined by the Co</li> <li>The EE will be notified in writing by the Co of their suspension and any progress updates of the investigation to be provided on a regular basis (minimum weekly)</li> <li>The Co will provide reasonable notice of any meetings the EE is required to attend, and will arrange return transportation between their place of residence and the mine for attendance at these meetings</li> <li>EEs entitled to a representative during any meeting</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Any suspension to be without loss of pay during investigation.</li> <li>Entitlement to representative during all related meetings.</li> </ul>	<p>This proposal is not in line with our objective of seeking to make a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries.</p> <p>Additionally, section 524 of the Fair Work Act 2009 provides protections in relation to periods of stand down without pay – this does not include circumstances of suspension during an investigation. OS' practice is to stand down any Employee who is being investigated (and where warranted) on full pay. As a matter of procedural fairness, OS employees are entitled to have a support person present in all investigation / disciplinary meetings.</p>

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		For these reasons, OS does not accept this proposal.
Stand down	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>The Co may stand down an EE for part or all of the shift in circumstances such as refusal of duty, neglect of duty, misconduct or if the EE cannot be usefully employed in the EEs usual classification because of industrial action</li> <li>In addition to those circumstances above the Co may stand down an EE because of a breakdown of machinery or equipment that has lasted for more than four consecutive working days, or a stoppage of work for any cause that has lasted for more than 14 consecutive days</li> <li>The Co will take all reasonable steps to minimise the need for standing down EEs, including where practical, carrying out training</li> <li>EEs who have been stood down may request to take outstanding leave entitlements, and in the absence of any available leave entitlements, may be stood down without payment</li> <li>Any EE stood down under this clause will continue to have their service recognised for the purposes of continuous service</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Limited to machinery break down or stoppage for any cause of 10+ consecutive days</li> <li>Company to minimize any requirement for stand down through providing training;</li> <li>Employees can take any outstanding leave entitlements or LWOP;</li> <li>Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment.</li> </ul>	<p>OS will consider periods of stand down in accordance with 524 of the <i>Fair Work Act 2009</i>.</p> <p>Accordingly, OS does not accept this proposal.</p>
Transport and accommodation	<p><b>CFMMEU - QLD</b></p> <ul style="list-style-type: none"> <li>For EEs who commute, the Co to provide transport outside working hours in line with nominated commute work patterns from nominated locations, at a minimum, Brisbane and Cairns to the village, (and return) as well as from the village to the mine (and return) during the roster period</li> <li>For EEs who reside in the community, the Co will provide transport from the village to the mine (and return)</li> <li>Where an EE fails to access the company supplied transport at the nominated time and location, an EE will not be paid for any shifts or hours missed as a result,</li> </ul>	<p>This proposal would significantly increase costs and put our competitiveness at significant risk.</p> <p>OS offers competitive remuneration and flexible living options to our employees and does not operate a fly in, fly out model. Prospective OS employees are encouraged to carefully consider this prior to accepting employment with OS.</p>

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	<p>and this may result in disciplinary action against the EE, unless the EE can demonstrate that the failure was not reasonably within their control</p> <ul style="list-style-type: none"> <li>• If the EE is required to work extended hours and misses the opportunity for company supplied transport, the Co will arrange transport for the EE</li> <li>• EE receives no payment for travel under this clause</li> <li>• Non-share village accommodation, including three meals per day will be supplied by the Co for the EE's roster period at no cost to the EE</li> <li>• Accommodation allowance yet to be determined for individuals who reside in the local community</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>• For commute:               <ul style="list-style-type: none"> <li>➢ 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</li> <li>➢ Non-share village accommodation;</li> <li>➢ Supply of three meals per day;</li> </ul> </li> <li>• For residential:               <ul style="list-style-type: none"> <li>➢ Company to provide transport from village to the mine;</li> <li>➢ Residential allowance payable</li> </ul> </li> <li>• Where an employee works extended hours affecting ability to access company supplied transport, company will arrange alternate transport.</li> </ul> <p><b>Employee Bargaining Representative</b></p> <ul style="list-style-type: none"> <li>• Bus from Rockhampton to Camp (and return) at the start and end of every shift</li> <li>• Permanent rooms for all OS employees (not just FIFO)</li> </ul>	<p>The Company must take steps to ensure maximum utilization of rooms to help alleviate the high demand for rooms in Company owned villages. This includes using rooms on a back to back or ad hoc basis for short-term accommodation during days off shift and leave periods. Offering permanent rooms to all OS employees would put greater stress on the already high capacity constraints and demand for rooms in Company owned villages.</p> <p>For these reasons, OS does not accept this proposal.</p>
Inclement weather	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>• Refer to clause 26 <i>Inclement Weather</i> as provided for in the CFMMEU – QLD draft Agreement (appendix 2) for a detailed breakdown on wet weather provisions</li> <li>• In the event of a natural disaster, the Co will monitor the development of the natural disaster and provide regular updates to those EEs on shift</li> </ul>	<p>This proposal is not in line with our objective of seeking to make a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries and may increase costs.</p>



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	<ul style="list-style-type: none"> <li>Where the Co is made aware that an EEs immediate family and/or property may be affected by the natural disaster, that EE will be permitted to leave the workplace in a timely manner</li> <li>The same processes and payments as outlined in clause 26.5, 26.6 and 26.7 apply</li> <li>Where the threat of the natural disaster has receded EEs are expected to return to duty as soon as possible</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>If wet or dangerous weather prevents normal work or results in a <u>shut down</u> then EEs to undertake alternate duties or training or, if training or alternate duties is unavailable will wait in readiness and continue to be paid if wet weather prevents normal work</li> <li>Applies if employees isolated in camp or local community while on roster.</li> <li>If unable to return to camp or local community for any time outside normal rostered shift length, employee to be paid applicable overtime rate.</li> <li>If wet weather prevents travel between camp and place of residence:               <ul style="list-style-type: none"> <li>No expectation that employees travel an alternate route;</li> <li>Paid total salary for first two days unable to attend work;</li> <li>Annual leave or LWOP for days thereafter</li> </ul> </li> <li>Commute employees unable to return to place of residence due to weather will be provided accommodation in the local community and alternative travel arrangements.</li> </ul>	<p>OS has a custom and practice of enabling employees who are at work during inclement weather to complete alternative tasks such as training. Where employees cannot get to work due to inclement weather, they are enabled to take annual leave if they desire.</p> <p>For these reasons, OS does not accept this proposal.</p>
Accident pay	<p><b>CFMMEU - QLD</b></p> <ul style="list-style-type: none"> <li>To be paid during the incapacity of the EE, within the meaning of the Act, until such incapacity ceases, or until the expiration of a period of 78 weeks from the date of injury, whichever event occurs first</li> <li>A weekly payment of {TBD} will be paid to the EE for the initial period of 39 weeks from date of injury</li> <li>For a further 39 weeks, a weekly payment of 80% of {TBD}, or the EEs 35 hour rate at ordinary time plus bonus, whichever is greater</li> <li>Part of week incapacity results in pro-rata payments based on above.</li> </ul>	<p>Entitlements of this nature are dealt with by a procedure outside of the Agreement. The OS Workers' Compensation Policy provides up to 78 weeks' worker's compensation payments:</p> <ul style="list-style-type: none"> <li>First 39 weeks at 100% of your normal weekly pay;</li> <li>Further 39 weeks at 85% of your normal weekly pay.</li> </ul>

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	<ul style="list-style-type: none"> <li>An EE shall not be entitled to any payment in respect of any period of paid annual leave or LSL or any paid PH</li> <li>Where the EE recovers damages from the Co or a third party, the EE shall <del>be</del> liable to repay the Co the amount of accident pay which the Co has paid and the EE shall not be entitled to any further accident pay thereafter</li> <li>Intermittent absences from one injury to be cumulative in the assessment of the 78 week limitation.</li> <li>Company not to seek to remove itself from jurisdiction of CSMH Act 1999 (Qld) and Workers' Compensation and Rehabilitation Act 2003 (Qld).</li> </ul> <p><b>CFMMEU – NSW</b></p> <ul style="list-style-type: none"> <li>Accident Pay clause indicating 78 weeks payment at the rostered rate that applies to the EEs</li> </ul>	<p>This is more generous than the accident pay entitlements set out in the Black Coal Mining Industry Award.</p> <p>For these reasons, OS does not accept this proposal.</p>
Call backs	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>Call back provisions have been provided for in clause 10. <i>Overtime</i> of the CFMMEU – QLD's draft Agreement (appendix 2)</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Minimum four hours work at OT rate to be paid</li> <li>If job can be performed in less time, no requirement to <del>work</del> the full four hours</li> <li>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)</li> <li>Paid meal breaks to be an entitlement for OT</li> <li><del>Unrostered</del> OT to be paid at double time</li> </ul>	<p>This proposal as it is not in line with our objective of making a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries. Additionally clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working and this includes a guarantee for payment for any call backs.</p> <p>Accordingly, OS does not accept this proposal.</p>
Work clothing	<p><b>CFMMEU – QLD &amp; AWU</b></p> <p>At commencement:</p> <ul style="list-style-type: none"> <li>➢ 5 x shirts &amp; 5 x trousers</li> <li>➢ 1 x safety boots</li> <li>➢ 1 x winter jacket</li> <li>➢ 1 x light jacket</li> <li>➢ Prescription safety glasses (and spare glasses) as required</li> </ul>	<p>This is a matter dealt with by a procedure outside of the Agreement. The OS Employee Handbook provides for Personal Protective Equipment (PPE) allocations which are largely consistent with that proposed.</p>



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	<ul style="list-style-type: none"> <li>Items replaced on fair wear and tear basis, incl when damaged, destroyed or lost, at no cost to Employee</li> <li>Entitlement to six additional items of industrial outer clothing (ie shirts, trousers and jackets) annually at no cost to the EE</li> </ul>	Where an employee requires additional PPE, they should speak with their Line Leader. For these reasons, OS does not accept this proposal.
Medicals	<p><b>CFMMEU- QLD</b></p> <ul style="list-style-type: none"> <li>Upon notification by the Co, EEs will be required to undertake a statutory health assessment in accordance with sections 46 and 47 of the CMS&amp;H Act</li> <li>Where practicable, statutory health assessments will take place during rostered working hours. Where this is not practicable, a payment equivalent to one hour OT will be made to an EE who participates in a statutory health assessment on a rostered day off.</li> <li>Extra payment equivalent to 30min OT will be paid where an x-ray is required</li> <li>Attendance at a health assessment is not considered time worked</li> <li>Where the Co has provided reasonable prior notification to the EE that their statutory health assessment is expiring, the EE will not be able to access the Mine site and will not be paid until the next rostered shift worked an updated statutory health assessment form has been received by the Company</li> <li>The Co will ensure that all necessary costs are met prior to an EE attending Statutory Health Assessment</li> </ul> <p><b>AWU</b></p> <ul style="list-style-type: none"> <li>Will only be conducted in line with respective state safety legislation</li> <li>EEs can choose to use their own GP and all medicals will be conducted in paid time for all participants (employee and GP)</li> </ul>	<p>This is a matter dealt with in accordance with the applicable state safety legislation. This is important because OS works across, and the Agreement covers, different jurisdictions in Australia.</p> <p>For this reason, OS does not accept this proposal.</p>
Representatives	<p><b>CFMMEU – QLD</b></p> <ul style="list-style-type: none"> <li>An EE may nominate a representative of their choice to represent them in relation to matters arising under this Agreement or in the course of their employment.</li> <li>Where the Co calls a meeting requiring the attendance of a particular EE, the Co will advise the EE of the purpose of the meeting to all the EE to nominate a representative</li> <li>The Co will consult the EE and their representative to arrange a mutually convenient time</li> <li>The representative will make every reasonable effort to attend the meeting</li> </ul> <p><b>AWU</b></p>	The issue resolution procedure set out in clause 18 already makes it clear that an Employee is entitled to a support person / representative. For matters outside of the issue resolution procedure in the proposed Agreement, Employees are offered and entitled to have a support person / representative as a matter of course.

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Proposal topic	Proposal Summary	Company's response
	<ul style="list-style-type: none"> <li>Acknowledgement of the right for workplace representatives to be able to assist and represent members about all employment matters with no loss of pay</li> </ul>	<p>OS recognises that union officials/delegates may act in the capacity of support person / representative.</p> <p>We consider this is already adequately provided for and, on this basis, OS does not accept this proposal.</p>
Income Protection	<p><b>AWU</b></p> <ul style="list-style-type: none"> <li>The Co will provide for an income protection scheme that provides EEs with up to 52 weeks of salary continuance from the date of injury / illness at the EEs normal salary plus bonus</li> <li>The income protection provisions can only be accessed after the EE has exhausted all personal leave entitlements</li> <li>The Co not to seek to remove itself from the relevant jurisdiction of the state workers compensation schemes where the Co operates</li> </ul>	<p>This proposal to provide for this type of insurance on behalf of Employees would significantly increase costs and put our competitiveness at significant risk.</p> <p>For these reasons, OS does not accept this proposal.</p>
Higher Duties Allowance	<p><b>Employee Bargaining Representative</b></p> <ul style="list-style-type: none"> <li>Higher duties allowance provision in Employee handbook needs to be included in the Enterprise Agreement</li> <li>Higher duties allowance to cover the entire period of time in step up role</li> </ul>	<p>The OS Employee Handbook speaks to entitlements offered during Step Up, Higher Duties &amp; Secondment arrangements. In seeking to maintain a simple, safety net agreement, OS does not agree to have the terms of such incorporated into the proposed Agreement.</p> <p>In addition, any additional payment for higher duties for periods of less than 90 days would significantly increase our costs and put our competitiveness at risk.</p> <p>For these reasons, OS does not accept this proposal.</p>