

Operations Services Maintenance Agreement

Record of Meeting



Date 12 May 2022
Location Videoconference via WebEx
Attendees See Appendix 1

Agenda

1. Introduction & agenda
2. Responses to proposals from previous bargaining meeting
3. Bargaining representatives' positions
4. Logistics for next meeting

Summary

Introduction	OS shared the agenda for the meeting.	
Responses to proposals from previous bargaining meeting	OS invited feedback on its revised proposals shared during the last bargaining meeting held on 31 March 2022.	
	An Employee Bargaining Representative shared that her crew did not believe OS' proposed changes were significant.	
	The CFMMEU advised OS' proposed changes do not go far enough, and do not address their own proposals.	
	OS responded to the revised proposals tabled by the CFMMEU at the last bargaining meeting (set out below).	
	Amended CFMMEU Proposal	Response
	Title and Scope – CFMMEU draft clauses 1.1 and 2.1	OS ACPM Pty Ltd (OS) has a national business in maintenance works across Minerals Australia. OS' position has not changed, and OS does not agree to product-based agreements. OS presses a single national Agreement for the workforce that covers maintenance business across Australia to focus on a single discipline and best enables OS to provide the greatest consistency and certainty to customers. For these reasons, OS does not accept this proposal and presses the whole of its proposed draft clause 2.
	Incorporating reference to policies in clause 3	With reference to policies, those referred to (but not incorporated in) the Agreement: <ol style="list-style-type: none"> 1. apply to other OS or BHP employees which are not covered by the proposed scope of the Agreement. 2. Provide benefits that are significantly above competitors 3. Provide benefits that are significantly above the reference awards 4. Allow OS to make changes as circumstances change. <p>The proposal to include policies in the Agreement prevents OS (or BHP) from amending policies in response to changes in the market. That's a flexibility OS does not agree to remove.</p>

Operations Services Maintenance Agreement

Record of Meeting



		<p>Further OS presses its drafting of clause 3 and does not accept the drafting proposed by the CFMMEU in clause 3.1.</p> <p>For these reasons, OS does not accept this proposal and presses the whole of its proposed draft clause 3.</p>
	<p>Term of Agreement – CFMMEU draft clause 4.2</p>	<p>OS maintains its current position for a four-year term Agreement as permitted by the <i>Fair Work Act 2009 (Cth)</i> to meet its objective of making a simple, safety net Agreement that will provide the greatest certainty for Employees.</p> <p>For these reasons, OS does not accept this proposal.</p>
	<p>Type of Employment – CFMMEU draft clauses 5.1 – 5.3</p>	<p>OS believes OS' proposed draft clause as currently drafted covering full time and part time employees, fairly reflects the industry conditions for:</p> <ul style="list-style-type: none"> • The potential needs of OS' customers in current deployment locations; and • Competitors <p>OS' proposed draft clause as presently drafted does not leave those employees worse off compared to the reference awards – being the <i>Black Coal Mining Industry Award</i> and <i>Mining Industry Award</i>.</p> <p>OS does not agree to the wording requiring OS to nominate a mine as the ordinary work location for an employee. This will place restrictions on offering employees ongoing mobile employment.</p> <p>OS has previously agreed to change part time employee provisions to guarantee that part time employees will be better off overall against the reference Awards.</p> <p>With reference to casual employment, OS maintains its commitment to providing permanent jobs wherever possible - OS does not currently employ any casual employees. However, OS wants to retain the flexibility its competitors have to employ casuals should it be appropriate to do so in the future.</p> <p>Accordingly, OS does not accept the unions' proposals.</p>
	<p>Duties – CFMMEU draft clause 6.1</p>	<p>The unions' amendment to its drafting of clause 6.1 does not make the proposed clause any clearer. It does not meet OS' objective of making a simple, safety net Agreement that will provide the greatest certainty for Employees.</p> <p>The CFMMEU asked for clarification of OS' position on the union's proposal relating to deskilling which OS says is too broad and ambiguous.</p> <p>OS is aware of disputes raised under another BHP EA alleging 'deskilling'. The Fair Work Commission has commented on the ambiguity of the term. That has not been resolved.</p> <p>OS considers that the union is using the proposed clause to prevent multi-skilling. OS doesn't wish to include a term that does either.</p>

Operations Services Maintenance Agreement

Record of Meeting



		<p>It is important for OS to retain the right to allocate work in a simple uncomplicated way so OS can meet dynamic changes in customers' needs.</p> <p>Accordingly, OS does not accept this proposal.</p>
	<p>Classifications and wages – CFMMEU draft clauses 7.1 – 7.3</p>	<p>With regards to classifications, OS believes its clause provides a simple classification structure that:</p> <ol style="list-style-type: none"> 1. Adequately captures employees' classifications. 2. Reflects the multi-skilling OS wants to offer employee and customers; and 3. Avoids multiple discreet classifications that would increase payroll complexity and is not aligned with OS' objectives for an agreement. <p>With regards to including current salary rates in the Agreement, OS seeks to make a simple, safety net Agreement by not including specific and numerous rosters and salaries. OS' proposed draft clause:</p> <ul style="list-style-type: none"> • reflects the size and scale of the OS business today, working across several different locations on many different roster arrangements. Attempting to capture all current arrangements would be too complex and reduce flexibility (for both OS and OS employees) in the future. • does not leave employees worse off compared to the reference awards – being the <i>Black Coal Mining Industry Award</i> and <i>Mining Industry Award</i>. <p>Further, OS is required to meet Award minimums wage rates. OS' draft proposed Agreement proposes an Above Award Guarantee of 105%. There is no single salary (outside of ensuring we meet the Award minimums) that is paid to all employees.</p> <p>For these reasons, OS does not accept the union's proposal.</p>
	<p>Bonus – CFMMEU draft clause 9</p>	<p>The Short-Term Incentive (STI) Scheme is a BHP Scheme which provides benefits and flexibilities for individual recognition, and which can respond to market and best practice developments. The proposal to include details of the STI Scheme in the Agreement prevents OS from amending the Scheme, should BHP decide to or need to amend the scheme for market or best practice changes.</p> <p>For these reasons, OS does not accept this proposal.</p>
	<p>Overpayments and underpayments – CFMMEU draft clause 7.6</p>	<p>OS partially accepts the union's proposal regarding overpayments and proposes the following amended clause 7.12 be inserted in the agreement:</p> <p><i>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 authorised by the Employee to deduct and retain any overpayments from the Employee's pay,</i></p>

Operations Services Maintenance Agreement

Record of Meeting



		<p><i>including from termination payments, to the fullest extent permitted by law and section 324 of the Fair Work Act.</i></p> <p>OS maintains that it is not necessary to have Agreement provisions for alleged underpayments and does not accept this proposal.</p>
	Overtime – CFMMEU draft clauses 8.3 – 8.4	<p>OS partially accepts the union’s proposal regarding overtime and proposes the following clauses be inserted below current clause 7.5:</p> <p><i>7.6 When un-rostered overtime work is necessary it must, wherever reasonably practicable, be arranged so that Employees have at least 10 consecutive hours off work between work on successive working days.</i></p> <p><i>7.7 In calculating overtime for the Above Award Guarantee, each shift is to be treated separately.</i></p>
	Superannuation – CFMMEU draft clause 10.1	<p>With reference to the CFMMEU’s proposal regarding Mine Super being the default fund, OS notes that it already has available to employees a Company default fund.</p> <p>In any event, the superannuation stapling reforms make a default fund less relevant, and employees can choose to nominate Mine Super as their preferred fund.</p> <p>For these reasons, OS does not accept this proposal.</p>
	Hours of work & rosters – CFMMEU draft clause 11	<p>With regards to including current rosters in the Agreement, OS is seeking to make a simple safety net agreement, not including multiple rates, rosters and salaries.</p> <p>OS’ proposed clause as presently drafted reflects the size and scale of the OS business today and that OS works across several different locations on different roster arrangements. Attempting to capture all current arrangements would be too complex and reduce flexibility (for both OS and employees) in the future.</p> <p>Introducing new rosters only by agreement may limit OS’ flexibility to respond to changes in the market, potentially making OS uncompetitive and less appealing to the Assets where OS is deployed. Such restrictions may also hinder OS meeting operational requirements for the sites at which OS is (or may be) deployed. In any event, OS has an obligation to consult with employees about changes to rosters or ordinary hours of work in accordance with clause 20 of the Agreement.</p> <p>Specifying start and finish places or requiring start and finish places to be by agreement is misaligned with the OS model in that employees are employed to work within a hub, rather than a particular site or designated ‘ordinary location’. Specifying start and finish places may also reduce OS’ flexibility to meet operational requirements for the sites at which OS is (or may be) deployed.</p> <p>For these reasons, OS does not accept these proposals.</p>
	Crib breaks – CFMMEU draft clause 12.3	<p>OS expects that work will be performed during working hours, other than in meal and rest breaks. Locations for breaks and any travel time to the break location depend</p>

Operations Services Maintenance Agreement

Record of Meeting



		<p>on work location and are best managed by supervisors and their teams on site.</p> <p>As such, OS does not agree to include additional entitlements to paid travel time to break locations in the Agreement.</p>
	Public holidays – CFMMEU draft clause 13	<p>OS' position has not changed. OS pays market competitive salaries, which the 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. 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 accept this proposal.</p>
	Annual leave – CFMMEU draft clause 14.5	<p>With regards to deduction of leave based on ordinary hours, OS works multiple different rosters, across multiple locations. Some of these rosters deduct leave using ordinary hours, and others using actual hours. To reconfigure this would involve significant administrative burden and effort.</p> <p>For these reasons, OS does not accept this proposal.</p>
	Personal leave – CFMMEU draft clause 15.3	<p>OS has previously agreed in principle to amend its personal leave clause for personal leave to be paid out on termination of employment in accordance with Award provisions where the Award would otherwise apply to an employee (but for the Agreement applying).</p> <p>OS continues to consider whether it can agree to some form of cashing out of personal leave in other circumstances such as in-service or on termination of employment (where not already covered by an Award).</p>
	Unpaid leave – CFMMEU draft clause 16	<p>The OS Employee Handbook provides that where employees have exhausted paid leave entitlements, or where special circumstances exist, the Company may approve unpaid leave at its discretion.</p> <p>As this is a matter dealt with by policy, OS does not agree to this proposal.</p>
	Parental leave – CFMMEU draft clause 18.1	<p>With reference to policies, those referred to (but not incorporated in) the Agreement:</p> <ol style="list-style-type: none"> 1. apply to other OS or BHP employees which are not covered by the proposed scope of the Agreement. 2. Can provide benefits that are significantly above competitors 3. Provide benefits that are significantly above the reference awards 4. Allow OS to make changes as circumstances change <p>The proposal to include policies in the Agreement also prevents OS from amending policies in response to changes in the market. That's a flexibility OS does not wish to remove.</p> <p>For these reasons, OS does not accept this proposal.</p>

Operations Services Maintenance Agreement

Record of Meeting



	<p>Long service leave – CFMMEU draft clause 19</p>	<p>OS has proposed a simple draft long service leave clause which provides the entitlement in accordance with applicable legislation.</p> <p>It reflects the NES and industry conditions of competitors.</p> <p>OS agrees in principle to add a new clause at 15.3 which outlines “<i>Long service leave is paid at an Employee’s Annual Salary rate</i>”.</p> <p>Other than the amendments OS has made at 15.3, OS does not agree to any further changes to this clause.</p>
	<p>Family & domestic violence leave – CFMMEU draft clause 21</p>	<p>With reference to policies, those referred to (but not incorporated in) the Agreement:</p> <ol style="list-style-type: none"> 1. apply to other OS or BHP employees which are not covered by the proposed scope of the Agreement. 2. Provide benefits that are significantly above competitors 3. Provide benefits that are significantly above the reference awards 4. Allow OS to make changes as circumstances change. <p>The proposal to include policies in the Agreement also prevents OS from amending policies in response to changes in the market. That’s a flexibility OS does not wish to remove.</p> <p>For these reasons, OS does not accept this proposal.</p>
	<p>Dispute resolution procedure – CFMMEU draft clause 22</p>	<p>OS agrees to include a step process aligned with the CFMMEU’s draft 22.2 – 22.6. Outside of this, the union proposal would reduce flexibility for OS to address matters internally. OS believes the clause as drafted balances the rights of the employer and employee, sets out a fair issue resolution process and is consistent with OS’ objective to deal with matters at the local level to the maximum extent possible. For these reasons, OS does not accept this proposal.</p>
	<p>Individual flexibility term – CFMMEU draft clause 23</p>	<p>In line with OS’ objective of seeking to make a simple, safety net agreement with employees, OS has adopted the model clause as set out in the <i>Fair Work Act 2009</i>. Accordingly, OS does not accept this proposal.</p>
	<p>Consultation – CFMMEU draft clause 24</p>	<p>OS believes the clause as currently drafted adequately deals with consultation by referring to the process to be followed that is prescribed in model consultation term in the <i>Fair Work Regulations 2009</i>.</p> <p>Accordingly, OS does not accept this proposal.</p>
	<p>Redundancy – CFMMEU draft clause 25</p>	<p>The CFMMEU proposal conflicts with the OS business and employment model and point of hire approach which provides as much certainty as possible to employees about ongoing employment and enables OS to place employees at an alternate site in the event of changes to resourcing at sites within their hub. The CFMMEU proposal also adds unnecessary cost by mandating VRs where employment and the need for the employee exists within the hub, and external to the hub if they desire.</p>

		<p>OS believes 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>
	<p>Accident pay – CFMMEU draft clause 27</p>	<p>OS has suggested wording to ensure Employees will not fall below the relevant reference Award. Otherwise, OS maintains its position that Accident Pay is addressed in a policy which provides for more generous provisions than that in the reference Awards.</p>
	<p>Stand down – CFMMEU draft clause 28</p>	<p>We propose the following stand down clause be inserted as a new clause 18 of the Agreement:</p> <p>18. STAND ASIDE AND STAND DOWN</p> <p><i>18.1 The Company can stand aside an Employee:</i></p> <p><i>a) With or without pay for full or partial refusal of duty; or</i></p> <p><i>b) With or without pay for neglect of duty; or</i></p> <p><i>c) With or without pay for misconduct, while it is being investigated.</i></p> <p><i>18.2 If the Company stands aside an Employee without pay for neglect of duty or misconduct and the Company determines after an investigation that the Employee did not neglect their duty or did not engage in any misconduct (as the case may be), the Company will pay the Employee the full amount of remuneration they would have received in respect of the period for which they were stood aside.</i></p> <p><i>18.3 The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances:</i></p> <p><i>a) Industrial action</i></p> <p><i>b) A breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; or</i></p> <p><i>c) An interruption to work for any cause for which the Company cannot reasonably be held responsible.</i></p> <p><i>18.4 Employees who have been stood down under the circumstances described in clause 18.3 above may request to take accrued annual or long service leave entitlements. Approval is at the Company’s discretion.</i></p> <p><i>18.5 Any Employee stood down under clause 18.3 will continue to have their service recognised for the purposes of “continuous service”.</i></p>
	<p>Transport & accommodation – CFMMEU draft clause 29</p>	<p>The self-funded flights which have been recently made available to OS employees to fly in/out of Moranbah at a set price are on flights which are managed by BMA, not OS. This means OS is unable to guarantee there will not be changes to this arrangement in future.</p> <p>OS is currently managing self-funded flights to/from Emerald, and this flight is operated at OS cost.</p> <p>OS wishes to retain discretion to amend these arrangements. For example, this could include:</p>

Operations Services Maintenance Agreement

Record of Meeting



		<ol style="list-style-type: none"> 1. In the event of BMA making a change which impacts OS. 2. Changing market conditions and ongoing reviews in line with the budget cycle. 3. Based on flight availability. <p>With respect a residential allowance in lieu of utilising village accommodation, supply of village accommodation forms part of the contractual arrangement between OS and the Assets. OS is not in a position to 'liquidate' the costs associated with village accommodation and pay this to employees as an allowance.</p> <p>Further, it is a fundamental feature of the OS model that employees are able to live where they choose. With this in mind, OS does not agree to provide an allowance for employees who elect to live in a particular location.</p>
	Inclement weather – CFMMEU draft clause 30	<p>Mines at which OS operates have inclement weather arrangements addressed via safety and health management systems. Inserting Agreement provisions adds inflexibility to existing processes that impact on OS' agility to respond to an inclement weather event based on its individual circumstances. This primarily includes having employees who are at work during inclement weather complete alternative tasks such as training.</p> <p>Where employees cannot get to work due to inclement weather, they are enabled to utilised accrued annual leave if they desire. For these reasons, OS does not accept this proposal.</p>
	Training – CFMMEU draft clause 31.1	<p>This proposal is not in line with OS' objective of making a simple, safety net agreement. OS has a custom and practice of reimbursing training and license costs where the training and / or license is required for an employee to fulfil their role. OS considers this custom and practice is working, and therefore is not required in the proposed Agreement.</p> <p>Accordingly, OS does not accept this proposal.</p>
	Work clothing – CFMMEU draft clause 32	<p>OS' position has not changed.</p> <p>This matter is dealt with by a procedure outside of the Agreement: the OS Employee Handbook provides for Personal Protective Equipment (PPE) allocations which are largely consistent with that proposed.</p> <p>Where an employee requires additional PPE as a result of their work clothing getting excessively soiled in the course of their role, they should speak with their Line Leader. For these reasons, OS does not accept this proposal.</p>
	Medicals – CFMMEU draft clause 33	<p>This is a matter dealt with in accordance with the applicable state safety legislation where relevant. It does not need to be dealt with in the Agreement. For this reason, OS does not accept this proposal.</p>
	Representatives – CFMMEU draft clause 34	<p>OS' draft proposed issue resolution procedure set out in clause 18 makes clear where an employee is entitled to a support person / representative. For matters outside of the</p>

Operations Services Maintenance Agreement

Record of Meeting



		<p>issue resolution procedure in the proposed Agreement, employees are offered and entitled to have a support person (which may be a union representative) in appropriate circumstances.</p> <p>Subject to Right of Entry requirements where applicable OS recognises that union officials/delegates may act in the capacity of support person / representative.</p> <p>We consider this issue is already adequately provided for and, on this basis, OS does not accept this proposal.</p>
	<p>Full details of all current proposals and responses can be found at Appendix 3.</p>	
<p>Bargaining representatives' positions</p>	<p>Employee Bargaining Representative Confirmed her proposal for a retention bonus is separate and in addition to the BHP Short Term Incentive Scheme. The intent is to incentivise Employees to remain employed with OS instead of losing them to other companies who are currently offering sign on / retention bonuses. OS agreed to consider this proposal. Advised her crew are performing well and should be receiving higher bonuses. Noted comparison to the BMA crews at her site.</p> <p>CFMMEU Noted they were disappointed with OS' responses and that in their view, it appears OS does not want to get an Agreement voted up. Advised discussions regarding protected industrial action are occurring in the workplace as Employees are 'fed up'.</p> <p>AMWU (QLD) Noted they believe OS does not want an Agreement, referring to the time spent bargaining with, in their view, little progress made. Stated the coal market is currently good with record coal prices and high demand for metalworker trade skills. Advised employees are frustrated and suggested a circuit breaker was needed to progress negotiations. Advised the current process is not sustainable and protected industrial action was being considered. Advised it was unlikely any union would agree in principle to an Agreement without guaranteed pay rises.</p> <p>AWU Echoed CFMMEU sentiment that they were generally disappointed with OS' responses. Stated they believe OS is awaiting an election outcome and that OS may move if there is a change of Government.</p> <p>OS Advised that OS is bargaining in the hopes of making an Agreement, however OS' objectives for an Agreement have not changed. Acknowledged we continue to have fundamentally different objectives with union representatives seeking a comprehensive Agreement while OS seeks a simple, safety net Agreement. Disagreed that little progress had been made and cited a number of changes made, and in principle agreed, by the parties. Agreed to consider its position ahead of the next meeting and encouraged all parties to also consider their positions and where they could move in the interests of reaching agreement.</p>	
<p>Next meeting</p>	<p>The next meeting has been scheduled for 15 June 2022 via WebEx (video conference).</p>	

Operations Services Maintenance Agreement

Record of Meeting



Actions		
Confirm meeting arrangements	OS	8 June 2022
Confirm if pre-start blood testing is a requirement of OS' medicals	OS	19 May 2022
Share information regarding BHP's default superannuation fund	OS	19 May 2022

Appendix 1

Attendance List	
Thomas Smyth	Saraji Mobile
Chris Rudd	WA Fixed Plant - Pulleys
Cassie Baynton	Caval Ridge Mobile
Mitch Hughes	CFMMEU (QLD)
Michael Wright	ETU
Kegan Scherf	AMWU (QLD)
Shane Roulstone	AWU
Rob Hannaford	Manager Maintenance
Joe Browne	Manager Maintenance
Jessica Morkel	Principal Employee Relations
Nicole Elkovich	Specialist Employee Relations

Appendix 2 – Correspondence from Bargaining Representatives

Email from AMWU (WA) regarding Record of Meeting 310322

G'day Jessica.

Missing on the minutes are the lost days of rnr for Operational Service crews here in WA. It was discussed crews missing a minimum of half a day each way for their swing. Which conservatively equivalates roughly 30 days of rnr lost per working year.

The AMWU WA has always maintained that rosters are structured as functionally possible as can be within an purposeful agreement. We appreciate the business's dynamic shift to mobilisation of work teams for scheduled shutdowns are what they are. Which for the senior management planning teams would be organised enough months in advance, knowing this information and mobilising various work fronts.

It leads then to amount of shifts worked under or above 182 days. Leading to what is over cycle/time. As always not every shut always go to plan and the business are for ever juggling skilled numbers on the floor who can complete the operations on schedule.

This has always been of top topic for discussions throughout these negotiations. Still in 'dis-agreeance' which simply makes up Rosters and Pays as a simple fix up.

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

Appendix 3 – Operations Services Maintenance Agreement Bargaining Overlay as at 12 May 2022

Note: Proposals and responses highlighted in green represent an amended proposal or response when compared to the previous bargaining overlay document published on 25 November 2021.

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
Title			
1	This agreement will be known as the <i>Operations Services Maintenance Agreement</i> ("Agreement").	1.1 This enterprise agreement will be known as the Operations Services Maintenance Coal Agreement ("the Agreement")	<ol style="list-style-type: none"> CFMMEU wants a reference to coal AWU wants a reference to non-coal AMWU QLD and ETU want a reference to coal in Qld AMWU WA want an Iron Ore EA (covering maintenance below the 26 parallel) OS does not accept any union proposal as: <ol style="list-style-type: none"> OS ACPM Pty Ltd (OS) has a national business in maintenance works across Minerals Australia. OS' position has not changed, and OS does not agree to product-based agreements. OS presses a single national Agreement for the workforce that covers maintenance business across Australia to focus on a single discipline and best enables OS to provide the greatest consistency and certainty to customers.
Coverage			
2.1	Subject to clause 2.2, this Agreement shall cover: (a) OS ACPM Pty Ltd (ACN 623 848 895) ("the Company"); and (b) Employees of the Company employed in the classifications set out in clause 6.4 of this Agreement who undertake maintenance activities on a mining operation ("Employees"). "Mining operation" in this clause includes Port operations in Western Australia which service mining operations.	2.1 This Agreement will cover and apply to: a) OS ACPM Pty Ltd (ACN 623 848 895); b) The Employees of 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 activities in the black coal mining industry ("the Employees"); and c) The Unions, provided each one becomes covered by this Agreement pursuant to section 183 of the Fair Work Act 2009 (Cth).	<ol style="list-style-type: none"> CFMMEU wants a national Coal Maintenance Agreement AWU wants to limit coverage to Non-coal AMWU wants separate agreements based on location OS response <ol style="list-style-type: none"> OS ACPM Pty Ltd (OS) has a national business in maintenance works across Minerals Australia. OS' position has not changed, and OS does not agree to product-based agreements. OS presses a single national Agreement for the workforce that covers maintenance business across Australia to focus on a single discipline and best enables OS to provide the greatest consistency and certainty to customers. For these reasons, OS does not accept this proposal and presses the whole of its proposed draft clause 2.
2.2	Any site specific enterprise agreement that covers and applies to the Company and any Employees working at the specific site(s) will cover and apply to the Company and those Employees to the exclusion of this Agreement.		<ol style="list-style-type: none"> CFMMEU / AWU believe the Agreement being negotiated should be the main Agreement and there is no need for further Agreements.

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
Relationship with Other Instruments and the National Employment Standards			
3.1	This Agreement does not incorporate the Company's policies or procedures (notwithstanding any references to any policies or procedures in this Agreement).		<ol style="list-style-type: none"> CFMMEU / AWU / AMWU want the policies included in the EA OS response <ol style="list-style-type: none"> With reference to policies, those referred to (but not incorporated in) the Agreement: <ol style="list-style-type: none"> apply to other OS or BHP employees which are not covered by the proposed scope of the Agreement. Provide benefits that are significantly above competitors Provide benefits that are significantly above the reference awards Allow OS to make changes as circumstances change. The proposal to include policies in the Agreement prevents OS (or BHP) from amending policies in response to changes in the market. That's a flexibility OS does not agree to remove. Further OS presses its drafting of clause 3 and does not accept the drafting proposed by the CFMMEU in clause 3.1. For these reasons, OS does not accept this proposal and presses the whole of its proposed draft clause 3.
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.	3.1 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 Fair Work Act 2009 (Cth).	<ol style="list-style-type: none"> CFMMEU/AWU want removal of 'subject to clause 2.2' OS response <ol style="list-style-type: none"> The proposal simply confirms the operation of clause three of OS' proposed agreement. OS does not consider any further amendments are required as this is already clear
3.3	The National Employment Standards ("NES") apply to all Employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this Agreement, the NES will apply and the clause of this Agreement will not apply, except to the extent that the clause of the Agreement provides for a more beneficial outcome for employees than the NES.		
Term of Agreement			
4.1	This Agreement will commence operating seven days after the Agreement is approved by the Fair Work Commission ("FWC").		
4.2	The nominal expiry date of the Agreement will be four years after the date on which the FWC approves the Agreement.	4.2 The nominal expiry date will be three years after the date on which the FWC approves the Agreement.	<ol style="list-style-type: none"> All unions seek a three-year agreement AWU – requirement to commence bargaining 6 months before nominal expiry OS response <ol style="list-style-type: none"> OS maintains its current position for a four-year term Agreement as permitted by the Fair Work Act 2009 (Cth) to meet its objective of making a simple, safety net Agreement that will provide the greatest certainty for Employees. For these reasons, OS does not accept this proposal.
4.3	The Agreement will continue to operate past the nominal expiry date until terminated or replaced by another agreement.		
Type of employment			
5.1	Employees may be engaged under this Agreement as Full Time Employees, Part Time Employees or Casual Employees.	5.1 Employees may be engaged under this Agreement as Full Time Employees, Part Time Employees or Casual Employees. At the time of engagement, the Company will outline which mine that the Employee is engaged at to carry out their duties, and that mine will be the Employee's ordinary location of work.	<ol style="list-style-type: none"> AWU have requested that references to casual employment be removed

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>2. CFMMEU have proposed if OS agrees to a 35-hour week, it will agree to including references to casual employment within the Agreement.</p> <p>3. OS response</p> <p>a. OS believes OS' proposed draft clause as currently drafted covering full time and part time Employees, fairly reflects the industry conditions for:</p> <ul style="list-style-type: none"> The potential needs of OS' customers in current deployment locations Competitors <p>b. OS' proposed draft clause as presently drafted does not leave those Employees worse off compared to the reference awards – being the <i>Black Coal Mining Industry Award</i> and <i>Mining Industry Award</i>.</p> <p>c. OS does not agree to wording requiring OS to nominate a mine as the ordinary work location for an Employee. This will place restrictions on offering Employees ongoing mobile employment.</p> <p>d. With reference to casual employment, OS maintains its commitment to providing permanent jobs wherever possible – OS does not currently employ any casual employees. However, OS wants to retain the flexibility its competitors have to employ casuals should it be appropriate to do so in the future.</p> <p>e. Accordingly, OS does not accept the unions' proposal.</p>
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>	5.2. A full-time Employee is an Employee who has been engaged to work 35 ordinary hours per week, averaged over a roster cycle.	<p>1. CFMMEU, AWU and AMWU WA want reference to:</p> <p>a. 35 hours not 38.</p> <p>b. CFMMEU have proposed that if OS agrees to a 35-hour week, it will agree to including references to casual employment within the Agreement.</p> <p>2. OS response</p> <p>a. OS believes OS' proposed draft clause as currently drafted covering full time and part time Employees, fairly reflects the industry conditions for:</p> <ul style="list-style-type: none"> The potential needs of OS' customers in current deployment locations Competitors <p>b. OS' proposed draft clause as presently drafted does not leave those Employees worse off compared to the reference awards – being the <i>Black Coal Mining Industry Award</i> and <i>Mining Industry Award</i>.</p>
5.2(b)	<p>A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows:</p> <p>[...]</p> <p>in the case of any other Employee – an average of 35 ordinary hours per week, averaged over their roster cycle.</p>		
5.3(a)	<p>A Part Time Employee is an Employee who is not a Casual Employee and is employed to work less than the following number of ordinary hours per week:</p> <p>(a) in the case of an Employee to whom the <i>Mining Industry Award 2020</i> would have applied but for the operation of this Agreement— an average of 38 ordinary hours per week, averaged over their roster</p>	5.3. A Part Time employee is an employee who:	<p>1. AWU want reference to</p> <p>a. 35 hours not 38.</p> <p>b. Temporary – fixed term or specified task, no longer than 12 months</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
	<p>cycle; or [...]</p>	<p>c) receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.</p>	<p>2. AMWU (QLD)</p> <ul style="list-style-type: none"> a. Before give definitive yes or no need to consult with workers first. b. In good faith happy to consider this and see what resolution we can reach at this point. <p>3. AMWU (WA)</p> <ul style="list-style-type: none"> a. 35-hour week <p>4. OS response</p> <ul style="list-style-type: none"> a. OS believes OS' proposed draft clause as currently drafted covering full time and part time Employees, fairly reflects the industry conditions for: <ul style="list-style-type: none"> • The potential needs of OS' customers in current deployment locations • Competitors b. OS' proposed draft clause as presently drafted does not leave those Employees worse off compared to the reference awards – being the <i>Black Coal Mining Industry Award</i> and <i>Mining Industry Award</i>. c. OS has previously agreed to change part time employee provisions to guarantee that part time employees will be better off overall against the reference Awards.
5.3(b)	<p>A Part Time Employee is an Employee who</p> <ul style="list-style-type: none"> (a) is not a Casual Employee and is employed to work less than the following number of ordinary hours per week: <ul style="list-style-type: none"> (1) in the case of an Employee to whom the Mining Industry Award 2020 would have applied but for the operation of this Agreement – an average of 38 ordinary hours per week, averaged over their roster cycle; or (2) in the case of any other Employee – an average of 35 ordinary hours per week, averaged over their roster cycle. (b) has reasonably predictable hours of work; and (c) receives, on a pro rata basis, equivalent pay and conditions to those of Full Time Employees who do the same kind of work. 		
5.4	Each Part Time Employee's rostered hours of work, including the days when they will work and their starting and finishing times, will be as agreed in writing between the Company and the Part Time Employee from time to time.		
5.5	All time worked in excess of the hours as mutually arranged will be overtime.	5.5 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 8 – Overtime.	
5.6	A Casual Employee is an Employee who is engaged and paid as a Casual Employee.	5.6 A Casual Employee is an Employee who is engaged and paid as a Casual Employee.	1. CFMMEU /AWU/ETU position
5.7 to 5.10	<p>5.7 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>5.8 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</p>	<p>5.7 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>5.8 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>a. that all references to casual employment be removed from EA. If OS accepts claims in CFMMEU proposed EA, unions are willing to drop opposition to casuals.</p> <p>2. OS position is</p> <ul style="list-style-type: none"> a. With reference to casual employment, OS maintains its commitment to providing permanent jobs wherever possible – OS does not currently employ any casual employees. However, OS wants to retain the flexibility its competitors have to employ casuals should it be appropriate to do so in the future. b. Accordingly, OS does not accept this proposal.

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
	<p>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>5.9 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>5.10 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>	<p>5.9 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>5.10 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>	
Duties			
6.1	<p>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.</p>	<p>6.1 Employees are required to undertake all duties as reasonably directed by the provided they are competent and authorised. The Company will not allocate work in a way that promotes deskilling.</p>	<p>1. CFMMEU and AWU want a reference to</p> <ul style="list-style-type: none"> a. Work trained, authorised and assessed to perform b. No promoting deskilling c. The CFMMEU have asked for clarification on OS' position on the union's proposal relating to deskilling which OS says is too broad and ambiguous. <p>2. OS position</p> <ul style="list-style-type: none"> a. The clause relating to deskilling is too broad and ambiguous. b. The unions' amendments to its drafting of clause 6.1 do not make the proposed clause any clearer. It does not meet OS' objective of making a simple, safety net Agreement that will provide the greatest certainty for our Employees. c. With reference to deskilling being ambiguous, OS is aware of disputes raised under another BHP EA alleging 'deskilling'. The Fair Work Commission has commented on the ambiguity of the term deskilling. That matter has not been resolved. d. OS considers that the union is using the proposed clause to prevent multi-skilling. OS does not wish to include a term that does either. e. It is important for OS to retain the right to allocate work in a simple, uncomplicated way so OS can meet dynamic changes in customers' needs. f. Accordingly, OS does not accept this proposal.
6.2	<p>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.</p>	<p>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 other Employees covered by this Agreement, as required.</p>	<p>1. CFMMEU wants to</p> <ul style="list-style-type: none"> a. delete reference to training others; and b. include wording for notice and payments when training is away from work location. <p>2. AWU wants to</p> <ul style="list-style-type: none"> a. limit training to other OS employees <p>3. OS response</p> <ul style="list-style-type: none"> a. We believe the current clause 6.2 of the proposed OS Agreement adequately covers the provision of, and support for, training. Where employees are requested to attend training for the purposes directly relevant to their employment, this will be managed on a case by case basis and in line with operational requirements. b. We do not consider that there is any requirement for the proposed agreement to be more prescriptive than

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties						
			already drafted. For this reason, OS does not accept this proposal.						
6.3	<p>Employees are employed to work at deployments within a hub as directed by the Company from time to time. The relevant hubs are:</p> <ul style="list-style-type: none"> (a) East Coast Hub which includes all mining operations on the East Coast of Australia at which the Company provides services now or in the future; (b) West Australia Hub which includes all mining operations in Western Australia at which the Company provides services now or in the future; (c) South Australia Hub which includes all mining operations in South Australia at which the Company provides services now or in the future; and (d) Any other region the Company designates as a hub in the future. 		<ol style="list-style-type: none"> 1. OS has proposed amended wording at 6.3 to define its employment hubs. 						
6.4	<p>Organisational requirements may necessitate Employees transferring to other positions, operations, or locations within a hub or between hubs. At least seven days' notice, unless otherwise agreed between the Company and the Employee, will be provided where an employee is required by the Company to transfer within a hub. Employees may transfer between hubs by agreement between the Employee and the Company. Terms and conditions of employment will be reviewed in light of any change in responsibilities in the event of a transfer, but will remain at least as beneficial as set out in this Agreement.</p>	<p>6.3 Organisation requirements may require Employees to temporarily work away from the Employee's ordinary location. Where this occurs, all time reasonably spent outside rostered shifts in travelling between home and the temporary location will be paid as if at work for time spent travelling. Consultation and notice of a minimum of two weeks will be provided in these circumstances.</p> <p>6.4 Where the notice required by clause 6.3 is not available then, by agreement, less notice may be given, and the Employee will be paid at overtime rates for all work from the time of the change of shift until that notice period would have expired.</p>	<ol style="list-style-type: none"> 1. AMWU want employees only to be transferred <ol style="list-style-type: none"> a. by consent and if it does not result in the employee being worse off overall 2. CFMMEU, AWU, ETU, some Employee Bargaining Representatives support AMWU position. 3. CFMMEU want an employee's current deployment site considered their ordinary location and a minimum of two weeks' notice where an Employee is required to work away from their ordinary location, or overtime paid if less notice is provided. 4. An Employee Bargaining Representative has requested OS includes that it won't transfer him outside of WA without his consent. 5. OS response <ol style="list-style-type: none"> a. The OS business model and our point of hire approach enables OS to transfer employees to other deployment sites as directed by the Company (in accordance with the point of hire in their Contract of Employment). This business model is part of what makes OS so unique and successful. b. OS has proposed wording to reflect that an employee will not be transferred outside of their hub (as per their Contract of Employment) without agreement. c. The inclusion of restrictions within a hub would limit our flexibility. Additionally, flexibility to move between deployments is a benefit many OS team members enjoy. d. Other than the amendments at point b above, OS does not agree to any further changes to this clause. 						
6.5	<p>Employees will be placed in one of the following classifications according to their responsibilities from time to time:</p> <table border="1" data-bbox="166 1688 887 1831"> <thead> <tr> <th>Classification</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Non Trades</td> <td>Non trade-qualified technicians undertaking maintenance work.</td> </tr> <tr> <td>Trades</td> <td>Trade-qualified technicians, undertaking maintenance work.</td> </tr> </tbody> </table> <p>Trainees and Apprentices may be employed by the Company under this Agreement.</p>	Classification	Description	Non Trades	Non trade-qualified technicians undertaking maintenance work.	Trades	Trade-qualified technicians, undertaking maintenance work.	<p>6.5 Trainees and Apprentices may be employed by the Company under this Agreement.</p> <p>7. Wages</p> <p>7.1 Classification Structure</p> <p>Employees covered by this agreement will be paid an Annualised Salary according to the following classifications:</p>	<ol style="list-style-type: none"> 1. AMWU position <ol style="list-style-type: none"> a. can't provide our view due to scope and safety net agreement. We don't see how we will be able to move forward with it at this stage. b. expect to have a full and comprehensive agreement dealing with skills, upskilling etc. for the Coal employees and presumably the same for MIA employees as well. 2. CFMMEU WA to provide <ol style="list-style-type: none"> a. more info re non-trade.
Classification	Description								
Non Trades	Non trade-qualified technicians undertaking maintenance work.								
Trades	Trade-qualified technicians, undertaking maintenance work.								

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties																					
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6.6	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.	6.6 An Employee's classification under clause 7.1 does not limit the duties that an Employee may be required to perform in accordance with clause 6.1.	1. CFMMEU / AWU position a. can't agree until concerns outlined at 6.1 resolved																					
Remuneration																								
7.1	1. Full Time and Part Time Employees will be paid an annualised salary ("Annual Salary").																							
7.2-7.4	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: (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 (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". For the purposes of this Agreement:	7.2 Annual Increases During the life of the Agreement, the rates of pay will be increased in the first full pay period following each year anniversary of the commencement date as follows: 1 st Anniversary – 2% 2 nd Anniversary – 2%	4. CFMMEU a. Wage escalations of 2%, 2%, 2% b. Current salaries in Agreement as a starting point. 5. AMWU QLD a. want a greater level of certainty of what that looks like. Structure of EA is the most important issue, and it doesn't provide us with certainty that we would be able to resolve a lot of issues																					

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	<p>(i) the “relevant modern award” in relation to any Employee is the modern award that would have applied to that Employee if this Agreement did not apply to that Employee;</p> <p>(ii) the “Above Award Guarantee” is a guarantee that the Annual Salary payable under this Agreement to every Full Time and Part Time Employee will be 105% of the amount that would have been payable to an Employee under the relevant modern award for working the roster on which they are working.</p> <p>7.3 For the purpose of calculating an Employee’s Annual Salary under this Agreement, the minimum modern award pay level upon which an individual Employee’s Annual Salary will be based is as follows:</p> <table border="1" data-bbox="252 588 1023 913"> <thead> <tr> <th colspan="2" rowspan="2">Agreement classification of Employee</th> <th colspan="2">Minimum award pay level</th> </tr> <tr> <th><i>Black Coal Mining Industry Award covered Employees</i></th> <th><i>Mining Industry Award covered Employees</i></th> </tr> </thead> <tbody> <tr> <td colspan="2">Non Trades</td> <td>Mine Worker</td> <td>Level 4</td> </tr> <tr> <td rowspan="2">Trades</td> <td>0-2 years trade qualified experience</td> <td>Mine Worker - Advanced</td> <td>Level 6</td> </tr> <tr> <td>2+ years trade qualified experience</td> <td>Mine Worker - Specialised</td> <td>Level 7</td> </tr> </tbody> </table> <p>This clause 7.3 does not apply to Apprentices and Trainees.</p> <p>7.4 For the avoidance of doubt:</p> <p>(a) the Above Award Guarantee also applies to the Annual Salary that is payable to any Trainee employed under this Agreement; and</p> <p>(b) an Employee's Annual Salary includes compensation for any allowances, penalties or payments that would have been applicable under the relevant modern award to the roster that the 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>	Agreement classification of Employee		Minimum award pay level		<i>Black Coal Mining Industry Award covered Employees</i>	<i>Mining Industry Award covered Employees</i>	Non Trades		Mine Worker	Level 4	Trades	0-2 years trade qualified experience	Mine Worker - Advanced	Level 6	2+ years trade qualified experience	Mine Worker - Specialised	Level 7	<p>7.3 Rates</p> <p>Employees covered by this agreement will be paid the following rates: (MEU proposed that the Company insert what they current pay into the draft document as a starting point).</p>	<p>b. advised if OS can indicate that it is willing to move on that position, then AMWU will be able to put proposals forward</p> <p>c. Want a table of escalations attached to EA</p> <p>6. AWU want</p> <p>a. reflective of what is occurring in IO right now</p> <p>b. it to be in EA as minimum in terms of salaries and</p> <p>c. to reflect rosters.</p> <p>d. Not include allowances, that needs to be separate and clear</p> <p>e. Wage escalations of 5%, 5%, 5% on each anniversary of the Agreement.</p> <p>7. AMWU WA want</p> <p>a. classifications structures that reflect actual salaries for maintenance crews.</p> <p>b. 25% night shift loading</p> <p>c. 20% uplift for leading hands</p> <p>d. Wage escalations of 5%, 5%, 5% on each anniversary of the Agreement.</p> <p>8. Employee Bargaining Representatives</p> <p>a. An increase to the proposed salary rates.</p> <p>b. Exact amount not specified however a figure of \$144,500p.a was given for QLD Coal</p> <p>c. Leading hand allowance</p> <p>d. Wage escalations in the Agreement, CPI as minimum.</p> <p>9. OS position</p> <p>a. With regards to including current salary rates in the Agreement, OS seeks to make a simple, safety net Agreement by not including specific and numerous rosters and salaries. OS’ proposed draft clause:</p> <ul style="list-style-type: none"> reflects the size and scale of the OS business today, working across several different locations on many different roster arrangements. Attempting to capture all current arrangements would be too complex and reduce flexibility (for both OS and OS employees) in the future. does not leave employees worse off compared to the reference awards – being the <i>Black Coal Mining Industry Award</i> and <i>Mining Industry Award</i>. <p>b. Further, OS is required to meet Award minimum wage rates. OS’ draft proposed Agreement proposes an Above Award Guarantee of 105%. There is no single salary (outside of ensuring we meet the Award minimums) that is paid to all Employees.</p> <p>c. Minimum wage increases under the EA are guaranteed insofar as they will increase relative to the annual review of minimum rates by the Fair Work Commission.</p> <p>d. Employees can access their contract of employment to understand their individual salary and any applicable allowances including night shift loading that might apply. Further, OS has offered if bargaining representatives have concerns OS will stop using contracts of employment (as has been expressed previously in bargaining), OS will consider adding an Agreement clause which confirms all employees will have a contract of employment that outlines their Annual Salary.</p> <p>e. With reference to increasing the proposed salary rates, the proposed agreement provides for the minimum</p>
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			<p>salary an employee may be paid. Employees have a contractual salary which may be higher than the agreement minimum. OS is confident that proposed salary rates ensure employees will be remunerate fairly and competitively, by guaranteeing a salary which is 5% higher than that under the relevant modern award.</p> <ul style="list-style-type: none"> f. All OS employees will have an annual salary review for their contractual salaries conducted to ensure our salaries remain market competitive. Prior to the annual salary review, OS reviews and considers external market data which is factored into any decisions made regarding salary increases. g. OS does not believe additional remuneration for leading hands/step up supervisors is necessary in addition to the Award +5% salary provided under the proposed Agreement. This is because training and development is a fundamental part of the OS way and we believe providing employees with the opportunity to 'step up' in accordance with their development plan is of benefit to both the employee and OS and a separate monetary allowance is not required. h. With reference to an additional loading for night shift, OS' proposed Award +5% guarantees employees will be paid more than the base salary plus any relevant night shift loading in the applicable Award. Increasing this loading would increase costs and may make OS uncompetitive, therefore reducing job security for OS employees. i. For these reasons, OS does not accept the proposals.
7.5	<p>Any un-rostered overtime worked by Full Time or Part Time Employees will be paid at double time for each hour of un-rostered overtime. The hourly rate for the purpose of calculating the un-rostered overtime rate will be calculated by dividing the Annual Salary that is payable to the Employee by the number of rostered hours per annum for the Employee's roster. Alternatively, a Full Time or Part Time Employee and the Company may agree in writing to the Employee taking time off instead of being paid for a particular amount of un-rostered overtime that has been worked by the Employee.</p>		
		<p>8.1 Subject to the NES, the Company may require an Employee to work reasonable additional hours in addition to their rostered hours and be paid the applicable overtime rates.</p>	<p>1. OS response</p> <ul style="list-style-type: none"> j. OS contracts of employment allow for employees to work reasonable additional hours outside of their usual rostered hours to ensure that the full requirements of their role are met. Any un-rostered overtime outside of this is calculated as per clause 7.5. OS considers this accurately reflects the intent of the CFMMEUs proposed clause 10.1. Accordingly, OS does not accept this proposal.
		<p>8.3. In calculating overtime each shift is to be treated separately.</p> <p>8.4 When overtime work is necessary it will be arranged for Employees to have at least 10 consecutive hours off duty between the work of successive days.</p>	<ul style="list-style-type: none"> 1. AMWU WA want overtime paid for any time more than 13 hours door to door. 2. OS response

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>a. OS partially accepts the union's proposal regarding overtime and proposes the following clauses be inserted below current clause 7.5:</p> <p>7.6 When un-rostered overtime work is necessary it must, wherever reasonably practicable, be arranged so that Employees have at least 10 consecutive hours off work between work on successive working days</p> <p>7.7 In calculating overtime for the Above Award Guarantee, each shift is to be treated separately.</p> <p>b. With reference to overtime being paid for any time more than 13 hours door to door, travel time is not considered work time and is therefore not a paid entitlement. This proposal would significantly increase OS' costs and may make us uncompetitive, therefore reducing job security for OS employees. For this reason, OS does not accept the AMWU (WA) proposal.</p>
7.6	<p>Call back</p> <p>(a) An Employee who is recalled to work overtime after leaving the workplace (whether the Employee was notified before or after leaving the workplace) will be paid for at least four hours work at the rate under clause 7.5, for each time the Employee is recalled.</p> <p>(b) The provisions of sub-clause (a) do not apply in the following cases:</p> <p>(1) where it is customary for an Employee to return to the workplace to perform a specific job outside of the Employee's ordinary working hours; or</p> <p>(2) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.</p> <p>(c) Overtime worked on a call back of less than four hours will not be regarded as overtime for the purposes of a rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p>		<p>1. OS position</p> <p>a. This proposal as it is not in line with our objective of making a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries. Additionally, clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working and this includes a guarantee for payment for any call backs.</p> <p>b. Accordingly, OS does not accept this proposal.</p> <p>2. AWU</p> <p>a. Minimum four hours work at OT rate to be paid</p> <p>b. If job can be performed in less time, no requirement to work the full four hours</p> <p>c. Exception being if customary to return to work to perform a specific job outside ordinary working hours, or OT is continuous with ordinary working time (subject to breaks)</p> <p>d. Paid meal breaks to be an entitlement for OT</p> <p>e. Unrostered OT to be paid at double time</p>
7.7	<p>Where the Company directs an Employee to undertake training outside of the Employee's normal shift patterns, either:</p> <p>(a) The Employee will be given time off in lieu for the period of the training delivery; or</p> <p>(b) The Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.</p>	<p>31.2 Where the Company requests or offers an Employee to undertake training outside of the Employee's normal shift patterns, and the Employee agrees, payment to the Employee will be made in accordance with Overtime rates for the period of the training.</p> <p>31.3 If training is conducted on a rostered shift, there shall be no loss of pay for that day even if the course is of a shorter duration and it is not reasonably practicable to return to duty.</p>	
7.8	<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>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 7.4, 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).</p>	<p>1. CFMMEU has proposed that if OS agrees to a 35-hour week, it will agree to including references to casual employment within the Agreement.</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
	<p>(b) For the purpose of this clause 7.6, each Casual Employee's hourly rate will be calculated as follows: (Annual Salary for the Comparator Employee) divided by (Total rostered hours of work for the Comparator Employee), where the "Comparator Employee" is a Full Time Employee who is doing the same work on the same roster as the Casual Employee.</p> <p>(c) Any un-rostered overtime worked by a Casual Employee will be paid at double time, plus an additional and distinct casual loading of 25%.</p> <p>(d) The 25% casual loading referred to in clauses 7.6(a) and (c) is paid instead, and in lieu, of annual leave, paid personal/carer's leave, notice of termination of employment, redundancy benefits and any other benefits of full time or part time employment.</p> <p>(e) On each occasion a Casual Employee is required to attend work the Casual Employee will be paid for a minimum of four hours work.</p> <p>(f) If the amount payable to any Casual Employee under subclauses 7.6(a) to (e) for any casual engagement is less than 105% of the amount that would have been payable to that Casual Employee under the relevant modern award for that engagement, then the amount paid to the Casual Employee for that engagement shall be increased so as to make up the difference.</p>	<p>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 7.4(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 7.5(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>	
7.9	Remuneration will be paid at intervals determined by the Company (up to monthly), and is currently fortnightly in arrears.	<p>7.5 Payment</p> <p>Payment will be by electronic funds transfer to a bank account in Australia nominated by the Employee.</p> <p>Remuneration will be paid at intervals determined by the Company (up to fortnightly) and is currently fortnightly in arrears.</p>	<ol style="list-style-type: none"> Unions / Employee Bargaining Representatives want <ol style="list-style-type: none"> fortnightly only (e.g., remove reference to 'up to monthly'. OS proposed <ol style="list-style-type: none"> updating clause 7.7 to restrict reference to 'up to monthly' for the period of this agreement therefore locking in that remuneration will be paid fortnightly in arrears for the period of this agreement if bargaining representatives agree to the wage guarantee clause.
7.10	Payment will be by electronic funds transfer to a bank account in Australia nominated by the Employee.		
7.11	Employees may be eligible to participate in the Company Incentive Program, as amended from time to time. The Company reserves the right in its sole discretion to cancel, replace, or make any variations to any such scheme at any time.	<p>9. Bonus</p> <p>The MEU has proposed that as a starting point, the Company insert into the agreement the current bonus model and structure that is currently applied.</p>	<ol style="list-style-type: none"> CFMMEU want <ol style="list-style-type: none"> Bonus to be included in the Agreement. AMWU want <ol style="list-style-type: none"> guaranteed \$15,000p.a. bonus paid weekly AWU want <ol style="list-style-type: none"> principles of bonus system in agreement Employee Representative requested <ol style="list-style-type: none"> bonus to be payable if employed at 30 June (not 1 September). Bonus paid quarterly Retention bonus of \$2000 to \$5000 for every year with the Company paid on the pay day following an Employee's anniversary date. Proposal is separate and in addition to STI. AMWU position in broad terms <ol style="list-style-type: none"> terms of incentive scheme in EA. not saying whole thing should be in EA, bit the core principles at least Key underlying principles need to be <ol style="list-style-type: none"> very clear. need to be metrics which employee has high degree of control over. taken right out of site supervisors' hands. shouldn't be tied to production. shouldn't have anything to do with safety.

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>vi. very transparent to workers</p> <p>6. OS position</p> <ul style="list-style-type: none"> A fixed bonus would significantly increase our costs and is not referable to seeking to reward individual performance and effort. OS employees are eligible to participate in the OS Short Term Incentive (STI) Scheme. The STI Scheme is a BHP Scheme which provides benefits and flexibilities for individual recognition, and which can respond to market and best practice developments. The proposal to include details of the STI Scheme in the Agreement prevents OS from amending the Scheme, should BHP decide to or need to amend the scheme for market or best practice changes. With regards to the proposed retention bonus, OS seeks to understand how this proposal relates to STI. For example, is it in replacement of, in addition to, the current STI? Other than seeking further information regarding the proposed retention bonus, OS does not accept this proposal.
7.12	<p>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.</p>	<p>7.6 Overpayments and Underpayments</p> <p>Employees authorise the Company to deduct from any wages or entitlements payable or owing to the Employee, any overpayments made in error by the Company to the Employee upon the Company providing written notification of an overpayment to the Employee.</p> <p>Overpayments will be deducted by a reasonable amount, as agreed between the Company and Employee, over a reasonable period of time. The Company commits to ensuring the provisions of section 324 of the Fair Work Act are followed.</p> <p>The Company commits that where there is an acknowledged underpayment to an Employee or Employees this will be rectified and paid to the effected Employees as soon as possible, which will not extend past the next business day where possible, and where this cannot be achieved, the maximum period will be the next pay run.</p>	<p>OS position</p> <p>a. OS partially accepts the union's proposal regarding overpayments and proposes the following amended clause 7.12 be inserted in the agreement:</p> <p><i>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 authorised by the Employee to deduct and retain any overpayments from the Employee's pay, including from termination payments to the fullest extent permitted by law and section 324 of the Fair Work Act.</i></p> <p>b. OS maintains that it is not necessary to have Agreement provisions for alleged underpayments and does not accept this proposal.</p>
7.13	<p>Without limiting clause 3.1, the Company has an Accident Pay Policy that may be amended by the Company from time to time, provided that accident pay for any Employee will not be less than the Employee would receive if an accident pay clause in a modern award applied to that Employee, but for this Agreement.</p>	<p>27 Accident Pay</p> <p>27.1. An Employee in receipt of weekly payments under the provisions of the Workers' Compensation and Rehabilitation Act 2003 (Qld) will be entitled to receive accident pay from the Company subject to the following conditions and limitations:</p> <p>Payment to be made during incapacity</p> <p>27.2. The Company shall pay, or cause to be paid accident pay during the incapacity of the Employee, within the meaning of the said Act:</p> <p>a) Until such incapacity ceases; or</p> <p>b) Until the expiration of a period of 78 weeks from the date of injury;</p> <p>whichever event shall first occur, even if the Company terminates the Employee's employment within the period.</p> <p>Meaning of Accident Pay</p>	<p>OS response</p> <p>a. OS has suggested wording to ensure Employees will not fall below the relevant reference Award. Otherwise, OS maintains its position that Accident Pay is addressed in a policy which provides for more generous provisions than that in the reference Awards.</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties										
		<p>27.3. For the purposes of this clause, "accident pay" means:</p> <p>a) For the initial period of 39 weeks from the date of injury, a weekly payment representing the Employee's normal weekly wage plus Bonus.</p> <p>b) For a further period of 39 weeks, a weekly payment representing 80% of the Employee's normal weekly wage plus Bonus or the Employee's 35 hour rate at the ordinary time rate expressed in the Employee's mine Schedule plus Bonus (whichever is the greater), provided the Employee participates in a company approved rehabilitation plan under the Workers' Compensation and Rehabilitation Act 2003 (Qld).</p> <p>c) Where an Employee fails to undertake rehabilitation after the initial 39 week period, the Employee will be paid a weekly payment representing the Employee's 35 hour rate at the ordinary time rate expressed in this Agreement.</p> <p>Pro-rata payments</p> <p>27.4. In respect of incapacity for part of a week the amount payable to the Employee as accident pay shall be a direct pro rata.</p> <p>When not entitled to payment</p> <p>27.5. An Employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave or for any paid public holiday.</p> <p>Redemptions</p> <p>27.6. In the event that an Employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.</p> <p>Damages independent of the Acts</p> <p>27.7. Where the Employee recovers damages from the Company or from a third party in respect of the said injury independently of the said Acts, such Employee shall be liable to repay to the Company the amount of accident pay which the Company has paid under this clause and the Employee shall not be entitled to any further accident pay thereafter.</p> <p>27.8. The 78 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the 78 week limitation.</p> <p>Occupational Health & Safety and Workers' Compensation</p> <p>27.9. The Company is currently bound by the Coal Mining Safety and Health Act 1999 (Qld) and the Workers' Compensation and Rehabilitation Act 2003 (Qld). During the life of this Agreement, the Company commits that it will not seek to remove itself from the jurisdiction of those two Acts.</p>											
Superannuation													
8.1	<p>Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. In the event the employee does not elect a superannuation fund, superannuation will be paid to the employee's stapled fund. If the employee does not have a stapled fund, contributions are to be made by the Company to a default superannuation fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</p>	<p>10.1 Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. If contributions are to be made by the Company to a default superannuation fund, the default fund will be Mine Super.</p>	<p>1. CFMMEU</p> <p>a. Default Super Fund to be Mine Super</p> <p>1. AMWU QLD</p> <p>a. Super payable on all regular rostered hours and bonus at 10% and matching with any further legislated increases.</p> <p>b. Superannuation increases to occur as currently set out in the <i>Superannuation Guarantee (Administration) Act 1992</i>. Specifically:</p> <table border="1" data-bbox="2246 1759 2932 1908"> <thead> <tr> <th>Year</th> <th>Change percentage</th> </tr> </thead> <tbody> <tr> <td>Year starting on 1 July 2022</td> <td>10.5%</td> </tr> <tr> <td>Year starting on 1 July 2023</td> <td>11%</td> </tr> <tr> <td>Year starting on 1 July 2024</td> <td>11.5%</td> </tr> <tr> <td>Year starting on 1 July 2025</td> <td>12%</td> </tr> </tbody> </table>	Year	Change percentage	Year starting on 1 July 2022	10.5%	Year starting on 1 July 2023	11%	Year starting on 1 July 2024	11.5%	Year starting on 1 July 2025	12%
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Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>2. AMWU WA</p> <p>a. Superannuation payable on all rostered hours and any bonuses, ability to sacrifice remain above the guarantee by 5%.</p> <p>3. AWU</p> <p>a. Default fund to be traditional industry funds such as Australian and Mine Super</p> <p>4. Employee Bargaining Representatives</p> <p>b. Matched superannuation in accordance with the BHP matched superannuation scheme.</p> <p>5. OS</p> <p>a. proposes to amend clause 8.1 to: <i>Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. In the event the employee does not elect a superannuation fund, superannuation will be paid to the employee's stapled fund. If the employee does not have a stapled fund, contributions are to be made by the Company to a default superannuation fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</i></p> <p>b. Otherwise we believe this clause as it is currently drafted adequately captures that superannuation will be paid in accordance with current legislation, including any legislated increases. This includes the recent legislated increase to 10% for Company superannuation contributions.</p> <p>c. With reference to matched superannuation, OS has previously carefully considered this proposal. Offering matched superannuation was costed at approximately \$5.3m per annum (if all current OS maintenance employees covered by the proposed Agreement opted in) and therefore it was not something we were able to offer given it would significantly increase our costs on an ongoing basis and may put our competitiveness at risk.</p> <p>d. With reference to the CFMMEU's proposal regarding Mine Super being the default fund, OS notes that it already has available to employees a Company default fund. In any event, the superannuation stapling reforms make a default fund less relevant, and Employees can nominate Mine Super if this is their preferred fund.</p> <p>e. For these reasons, OS does not accept this proposal.</p>
8.2	The Company's contribution on behalf of Employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> , as varied from time to time.		
8.3	An Employee can request, and the Company may agree, that the Employee will forgo part of their Annual Salary otherwise payable under this Agreement and in lieu pay this amount into the Employee's nominated superannuation fund.		
Hours of Work			
9.1	The Company expects that an Employee's work will usually be completed in their rostered hours. An Employee's rostered hours of work are averaged across their roster cycle, excluding handovers.	11.1 The Company expects that an Employee's work will usually be completed in their rostered hours.	1. CFMMEU want
9.2		11.2 Rosters and hours of work will be based on an average of 35 ordinary hours per week, averaged over a roster cycle. Shifts will include an effective handover at the start and end of each shift.	a. Rostered shifts to 'include' handovers

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
9.3	An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.	11.3 An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.	
9.4	By working these hours, Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Annual Salary is calculated on the basis that Employees will work these hours.		
9.5	<p>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:</p> <p>(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</p> <p>(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.</p>	<p>11.4 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.</p> <p>11.5 Start and finish times and places will be agreed between the Company and the majority of affected Employee's. Employees will present themselves ready to start their rostered shift, at the prescribed start time and location.</p> <p>11.6 The Company may require an Employee or Employees to change shift or their place on the roster. Where this occurs, the Employee must receive:</p> <p>a) one week's notice of any change is given to the Employee, or four weeks' notice of any change where the Employee will be changing to a non-continuous shift roster; or</p> <p>b) where less notice is given, the Employee will be paid at overtime rates for all work from the time of change of shift until that notice period would have expired.</p> <p>11.7. The Company may only introduce a new roster following consultation, and with the agreement of the majority of affected employees.</p> <p>11.8 The MEU proposes that the current roster/s being worked are inserted into this clause of the proposed agreement.</p>	<ol style="list-style-type: none"> 1. OS has <ol style="list-style-type: none"> a. made a concession with respect to breaks in 9.5(a). 2. CFMMEU want <ol style="list-style-type: none"> a. 4 weeks' notice of change if changing to non-continuous roster and overtime where less notice is given b. new rosters only following consultation and agreement with majority of affected employees. c. Current rosters included in the Agreement 3. AWU want <ol style="list-style-type: none"> a. For residential employee's work is considered to have commenced at arrival at the workplace (passing onto the mine site) and considered finished on departure from the workplace (passing off the mine site/gate). b. For FIFO employee's work is considered to have commenced at arrival at the workplace (passing onto the mine site) and considered finished on departure from the workplace (passing off the mine site / gate). c. For FIFO employee's travelling from home to work on the first day of a work cycle, work is considered to have commenced for the employee on boarding the aircraft for that day. d. For FIFO employee's travelling from work to home on the last day of a work cycle, work is considered to have ceased for paid purposes when the employee has boarded the departing aircraft. 4. AMWU WA want <ol style="list-style-type: none"> a. Change by mutual agreement (all rosters to be annexed in the agreement). b. Shift start times, prestart time & location to be mutually agreed. c. FIFO travel to occur on workdays. 5. OS response <ol style="list-style-type: none"> a. With regards to including current rosters in the Agreement, OS is seeking to make a simple safety net agreement, not including multiple rates, rosters and salaries. b. OS' proposed clause as presently drafted reflects the size and scale of the OS business today and that OS works across several different locations on different roster arrangements. Attempting to capture all current arrangements would be too complex and reduce flexibility (for both OS and employees) in the future. c. Introducing new rosters only by agreement may limit OS' flexibility to respond to changes in the market, potentially making OS uncompetitive and less appealing to the Assets where OS is deployed. Such restrictions may also hinder OS meeting operational requirements for the sites at which OS is (or may be) deployed.

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<ul style="list-style-type: none"> d. In any event, OS has an obligation to consult with employees about changes to rosters or ordinary hours of work in accordance with clause 20 of the Agreement. e. Specifying start and finish places or requiring start and finish places to be by agreement is misaligned with the OS model in that employees are employed to work within a hub, rather than a particular site or designated 'ordinary location'. Specifying start and finish places may also reduce OS' flexibility to meet operational requirements for the sites at which OS is (or may be) deployed. f. Other than amending the minimum break time between shifts, OS does not agree to any further amendments to this clause.
9.6	<p>Employees are entitled to paid meal and rest breaks of 30 minutes for every 5 hours worked. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements. Employees will not be required to work more than 5 hours without a meal and rest break.</p>	<p>Crib breaks</p> <p>12.1 An Employee is entitled to meal break of 30 minutes without deduction from pay for each 5 hours worked during rostered hours. This period will be counted as time worked.</p> <p>12.2 An employee will not be required to work for more than five hours without a meal break. The meal and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements.</p> <p>12.3 Time taken to travel to or from the place designated area for crib will be counted as time worked but will not be counted as part of the meal break.</p>	<ul style="list-style-type: none"> 1. CFMMEU want <ul style="list-style-type: none"> a. Time taken to travel to or from the crib room counted as time worked but not counted as part of the meal break. 2. AWU want <ul style="list-style-type: none"> a. All breaks to be counted as time worked 3. AMWU WA want <ul style="list-style-type: none"> a. Meal breaks all paid 4. OS response <ul style="list-style-type: none"> a. OS agrees to update the drafting of this clause to reflect that employees will be entitled to a 30 minute break for every five hours worked, and that employee's will not be required to work more than five hours without a break. b. OS also agrees to updating this clause to reflect that meal breaks will be paid. c. With reference to time taken to travel to or from the crib room being counted as work time, OS expects that work will be performed during working hours, other than in meal and rest breaks. Locations for breaks and any travel time to the break location depend on work location and are best managed by supervisors and their teams on site. As such, OS does not agree to include additional entitlements to paid travel time to break locations in the agreement. d. Other than amending meal break timings and including that meal breaks will be paid as outlined above, OS does not agree to any further amendments to this clause in the Agreement.
Public holidays			
10	<p>Employees acknowledge that, from time to time, in accordance with their applicable roster, they may be requested to work on a public holiday. Employees acknowledge that this is reasonable based on the Company's operational requirements. The Annual Salary includes compensation in recognition of the need for Employees to work on public holidays. No separate payment will be made where a public holiday falls during a rostered day off.</p>	<p>13.1. The following days shall be recognised as public holidays:</p> <ul style="list-style-type: none"> a) New Years Day b) Labour Day c) Australia Day d) Queen's Birthday e) Good Friday f) Easter Monday g) Christmas Eve from 6pm h) Christmas Day 	<ul style="list-style-type: none"> 1. All Unions want <ul style="list-style-type: none"> a. Christmas / Boxing Day to be non-working days. b. Only volunteers to work Christmas / Boxing Day c. Penalty rates for volunteers if working. d. Where an employee is rostered off, the employee to be paid at base rate for the PH 2. OS response <ul style="list-style-type: none"> a. OS' position has not changed. OS pays market competitive salaries, which the proposed Agreement guarantees are in excess of relevant Awards, which

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>i) Anzac Day j) Boxing Day k) Easter Saturday (for employees rostered to work ordinary hours on that day) l) Easter Sunday m) any additional day observed by the local community and gazetted at the place of work as a holiday n) any day gazetted in addition or in lieu of one of these holidays by State or Federal government</p> <p>13.2. Public holidays shall be a period of 24 hours and unless otherwise agreed, and shall commence from the start of night shift on the day preceding the holiday.</p> <p>13.3 Given the nature of the company's business and its operational and rostering requirements, employees acknowledge that the company may request that they work on public holidays, but only if the request is reasonable in accordance with the NES. This shall apply on all public holidays except for Christmas and Boxing Day (25 and 26 December), which shall be non-working days.</p> <p>13.4. The Company may call for volunteers to work on Christmas and Boxing Day (25 December and 26 December) and, while they are designated non-working days, an employee may, at their complete discretion, volunteer to work these days.</p> <p>13.5 Where Employees (who would have been rostered on) decide not to volunteer as outlined in clauses 13.3 and 13.4, and that employee is a FIFO Employee, the Company will arrange return flights for that Employee (Employee's usual flight route) at no cost to the Employee.</p> <p>13.6. An employee who works on a public holiday is to be paid double time for work performed during ordinary hours, in addition to the payment prescribed.</p> <p>13.7. Work performed in excess of ordinary hours on a public holiday is to be paid at the rate of treble time.</p>	<p>already financially compensate for where employees are required to work public holidays including Christmas and Boxing Day. In addition, OS works 24/7 rosters. To meet our plans and commitments to our customers, we need rostered shifts to continue over Christmas and Boxing Day. For these reasons, OS does not accept this proposal.</p>
Annual leave			
11.1	Annual leave entitlements will be provided for in accordance with the NES.		
11.2	Employees (other than Casual Employees) are entitled to annual leave, in addition to the amount provided for in the NES, such that the employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of service is a cumulative total of 5 weeks.		
11.3	<p>An Employee who:</p> <p>(a) is a seven day roster Employee (an Employee who over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or</p> <p>(b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,</p> <p>is a shiftworker for the purpose of the NES and entitled annually to an additional week of annual leave in addition to clause 11.2, being a cumulative total of 6 weeks.</p>		
11.4	Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Annual Salary rate.		
		<p>14.5 Deduction of leave entitlements is based on the ordinary hour component of the employee's shift.</p>	<ol style="list-style-type: none"> 1. CFMMEU wants <ol style="list-style-type: none"> a. Deduction of leave based on ordinary hours 2. AWU <ol style="list-style-type: none"> a. AL to be paid at total salary, both when taken and at end of employment for any untaken annual leave 3. AMWU WA <ol style="list-style-type: none"> a. Leave to be taken by providing notice of six weeks on ratio basis b. ALTA for permanent residents 4. OS response <ol style="list-style-type: none"> a. OS agrees to update the drafting of clause 11 to include any payment of annual leave on termination will be paid at an Employee's Annual Salary Rate. b. OS has carefully considered proposals regarding annual leave being taken at any time with a minimum 14 days' notice and annual leave requests being responded to within a specific time frame. OS's business is continuing

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>to rapidly grow and expand. For operational reasons, including for rostering, resourcing and capacity planning purposes, OS requires a degree of flexibility and cannot agree to including prescriptive timeframes around applications and approval for annual leave in the proposed Agreement. OS' current practice is to respond to leave requests in a timely manner, and will continue to do so for its employees, but cannot agree to any specific timeframe. To do so may reduce flexibility and not enable OS to account for individual circumstances.</p> <p>c. OS has concerns that while the CFMMEU's amended proposal removes reference to a specific timeframe, the CFMMEU have verbally advised that 'reasonable notice' in their view is 14 days. OS does not agree to the amended proposal and repeats its comments above.</p> <p>d. With respect to applications and rejections being made in writing, employees are expected to first discuss their leave requests with their line leader, followed by the request being submitted via the SAP portal. If a leader is unable to approve leave, they will discuss the reasons why with the employee directly. This process which is driven by productive communications between employees and their line leaders has, and continues to, work for OS and its employees. Additional requirements around providing written responses reduces flexibility and unnecessarily adds administrative burden for OS.</p> <p>e. With respect to ALTA, this would increase costs and may put OS' competitiveness at risk. Additionally, OS offers competitive remuneration and flexible living options to our employees. OS does not agree to providing additional benefits to some employees who elect to live in a particular location.</p> <p>f. With regards to deduction of leave based on ordinary hours, OS works multiple different rosters, across multiple locations. Some of these rosters deduct leave using ordinary hours, and others using actual hours. To reconfigure this would involve significant administrative burden and effort.</p> <p>g. Overall, the proposals put forward are largely consistent with the terms of OS' proposed Agreement and with the exception of clarifying annual leave paid on termination will be at Annual Salary Rate, OS does not agree to any further amendments to this clause.</p>
11.5	<p>An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave provided that:</p> <p>(a) the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;</p> <p>(b) each occasion of cashing out is by a separate agreement in writing between the Company and the Employee; and</p> <p>cashed out annual leave is paid at the Employee's Annual Salary rate.</p>		
<p><i>Personal/carer's leave</i></p>			

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
12.1	<p>Personal/carer's leave entitlement will be provided for in accordance with the NES, provided that:</p> <p>(a) Full Time and Part Time Employees will be credited their annual entitlement to personal/carer's leave under the NES on commencing employment and then on each anniversary of commencement;</p> <p>(b) Personal leave accruals for any Employee will not be less than the Employee would have received under a clause in a modern award that would have applied to that Employee but for this Agreement;</p> <p>(c) Where an Employee would have received payment of personal leave on termination of employment in accordance with a clause in a modern award that would have applied to that Employee but for this Agreement, payment will be made by the Company equivalent to the monetary payment an Employee would have received under the modern award.</p>	<p>15.1 Personal/carer's leave entitlement will be provided for in accordance with the NES. In addition, Full Time and Part Time Employees will be credited with their annual entitlement to personal/carer's leave under the NES on commencing employment and then on each anniversary of commencement.</p> <p>15.3 Personal/carer's leave will be paid out on termination of employment (except where the termination is a result of serious misconduct, or the employee is within probation) and is paid at the Employee's Annual Salary rate.</p>	<p>1. CFMMEU wants</p> <p>a. Sick leave paid out on termination of employment.</p> <p>2. AMWU (QLD and WA) & EBR want</p> <p>a. Sick leave paid out on termination of employment</p> <p>b. Ability to cash out sick leave on commencement of employment, provided a bank of 12 months accrual remains.</p> <p>3. OS confirms</p> <p>a. OS has previously agreed in principle to amend its personal leave clause for personal leave to be paid out on termination of employment in accordance with Award provisions where the Award would otherwise apply to an employee (but for the Agreement applying). Under the <i>Black Coal Mining Industry Award</i> this includes personal leave being paid out where employment ends because of the following reasons:</p> <ul style="list-style-type: none"> * By retrenchment * By retirement or after age 60 * By the employer because of ill health * By death <p>Where the employee has 70 or more hours of untaken personal leave entitlement.</p> <p>OS continues to consider whether it can agree to some form of cashing out of personal leave in other circumstances such as in-service or on termination of employment (where not already covered by an Award).</p>
12.2	Personal/carer's leave is paid at an Employee's Annual Salary rate.		
Compassionate leave			
13.1	Compassionate leave entitlements will be provided for in accordance with the NES.	17.1 Compassionate leave entitlements will be provided for in accordance with the NES.	<p>1. CFMMEU</p> <p>a. Has proposed to accept OS' clause if OS agrees to its LSI and unpaid leave clauses</p> <p>2. AMWU & AWU want</p> <p>a. an additional day of paid leave for travel to an employee's residence.</p> <p>3. OS has responded to this proposal and confirmed</p> <p>a. The OS Employee Handbook provides that employees may be eligible "for at least 2 and up to 5 days of paid compassionate leave per occasion" but OS will assess additional paid compassionate leave beyond the NES entitlement in its absolute discretion and on a case by case basis.</p>
13.2	Compassionate leave is paid at an Employee's Annual Salary rate.	17.2 Compassionate leave is paid at the Employee's Annual Salary rate.	<p>1. CFMMEU wants</p> <p>a. Has proposed to accept OS' clause if OS agrees to its LSI and unpaid leave clauses</p> <p>2. OS confirms</p> <p>a. current practice is that all paid leave counts as service for the OS Short Term Incentive (STI) scheme, however,</p> <p>b. maintains its position that this scheme is managed via policy.</p>

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<ul style="list-style-type: none"> c. agrees to update the drafting of clause 13 to include that Compassionate Leave will be paid at an Employee's Annual Salary Rate. d. Other than clarifying Compassionate Leave will be paid at Annual Salary Rate, OS does not accept any further amendments to this clause.
Parental leave			
14	<p>Employees (other than Casual Employees) with at least 3 months' continuous service are entitled to unpaid parental leave at least in accordance with the NES.</p> <p><i>Note:</i> The Company has policies that provide for parental leave on terms that in some respects are more generous than the NES, including paid parental leave for primary caregivers and secondary caregivers. This clause does not affect the operation of those policies, as amended from time to time.</p>	18.1 [Current policy provision to be substance of Agreement clause]	<ul style="list-style-type: none"> 1. Unions want <ul style="list-style-type: none"> a. the policy included in the EA 2. OS response <ul style="list-style-type: none"> a. With reference to policies, those referred to (but not incorporated in) the Agreement: <ul style="list-style-type: none"> 1. apply to other OS or BHP employees which are not covered by the proposed scope of the Agreement. 2. Can provide benefits that are significantly above competitors 3. Provide benefits that are significantly above the reference awards 4. Allow OS to make changes as circumstances change. b. The proposal to include policies in the Agreement also prevents OS from amending policies in response to changes in the market. That's a flexibility OS does not wish to remove. c. For these reasons, OS does not accept this proposal.
Long service leave			
15.1	<p>15.1 Long service leave is in accordance with applicable legislation.</p> <p>15.2 Long Service leave accrues and must be taken subject to relevant legislation and the Company policies as amended from time to time.</p> <p>15.3 Long service leave is paid at an Employee's Annual Salary rate.</p>	<p>19.1 Conditions relating to long service leave ("LSL") are governed by Federal Legislation (Coal Mining Industry Long Service Leave Administration Act 1992 (Cth)) as amended from time to time.</p> <p>19.2 Employees accrue long service leave at the of 13 weeks for periods of qualifying service that add up to 8 years in the Coal Mining Industry, as defined by the Legislation (Coal Mining Industry (LSL) Legislation Amendment Act 2011).</p> <p>19.3 An Employee is to be paid for LSL at the Employee's Annual Salary rate in accordance with their normal pay period at the time the leave is to be taken.</p>	<ul style="list-style-type: none"> 1. CFMMEU want <ul style="list-style-type: none"> a. coal specific provisions included in agreement clause b. paid at Annual Salary rate in accordance with normal pay period at the time leave is to be taken. 2. AWU want <ul style="list-style-type: none"> a. eligible in accordance with legislation or eligible at 7 years, which is better for employee. 3. OS response <ul style="list-style-type: none"> a. OS has proposed a simple draft long service leave clause which provides the entitlement in accordance with applicable legislation. b. It reflects the NES and industry conditions of competitors. c. OS agreed in principle to add a new clause at 15.3 which outlines "Long service leave is paid at an Employee's Annual Salary rate". d. Other than the amendments OS has made at 15.3, OS does not agree to any further changes to this clause.
Community Service Leave			
16	Community service leave entitlements will be provided for in accordance with the NES.	20.1 Community service leave entitlements will be provided for in accordance with the NES.	1. CFMMEU has proposed to accept OS' clause if OS accepts its LSL and unpaid leave clauses.
Leave to deal with Family and Domestic Violence			

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
17.1 - 3	<p>Entitlement to unpaid leave</p> <p>Unless otherwise agreed, an Employee is entitled to 5 days' unpaid leave in each 12 month period to deal with family and domestic violence. The leave is available in full at the start of each 12 month period and does not accumulate from year to year. The leave does not count as service but does not break the Employee's continuity of service.</p> <p><i>Note:</i> The Company has policies that provide for family and domestic violence leave on terms that in some respects are more generous than the NES, including paid family and domestic violence leave. This clause does not affect the operation of those policies, as amended from time to time.</p> <p>Taking unpaid leave</p> <p>An Employee may take unpaid leave to deal with family and domestic violence if the Employee is experiencing family and domestic violence, and needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their rostered hours of work.</p> <p>Notice and evidence requirements</p> <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>	<p>21. Leave to deal with Family and Domestic Violence</p> <p>21.1 Entitlement to unpaid leave</p> <p>Unless otherwise agreed, an Employee is entitled to 5 days' unpaid leave in each 12 month period to deal with family and domestic violence. The leave is available in full at the start of each 12 month period and does not accumulate from year to year. The leave does not count as service but does not break the Employee's continuity of service.</p> <p>21.2 Taking unpaid leave</p> <p>An Employee may take unpaid leave to deal with family and domestic violence if the Employee is experiencing family and domestic violence, and needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their rostered hours of work.</p> <p>21.3 Notice and evidence requirements</p> <p>(a) An Employee must notify the Company as soon as practicable of the taking of leave under clause 21, 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 21.2.</p> <p>(c) An Employee must comply with clause 21 to access the entitlement.</p>	<ol style="list-style-type: none"> 1. ETU/CFMMEU/AWU want <ol style="list-style-type: none"> a. current policy position to be included in Agreement 2. ETU seek <ol style="list-style-type: none"> a. Employee absent from work because of a family crisis entitled to leave up to one day on each occasion without loss of pay or leave entitlements b. 10 days paid leave for each 12 months of service to deal with family and domestic violence c. Leave does not accumulate year to year d. Evidence & confidentiality requirements 3. OS response <ol style="list-style-type: none"> a. The BHP Family and Domestic Violence Support Policy provides paid entitlements which are more generous than those proposed, including leave entitlements, emergency accommodation and emergency financial support where an employee is impacted by family and domestic violence. OS Employees have access to the benefits of this policy that applies to employees in the wider BHP group globally. <ol style="list-style-type: none"> b. With reference to policies, those referred to (but not incorporated in) the Agreement: <ol style="list-style-type: none"> 1. apply to other OS or BHP employees which are not covered by the proposed scope of the Agreement. 2. Provide benefits that are significantly above competitors 3. Provide benefits that are significantly above the reference awards 4. Allow OS to make changes as circumstances change. c. The proposal to include them in the Agreement also prevents OS from amending policies in response to changes in the market. That's a flexibility OS does not wish to remove. d. For these reasons, OS does not accept this proposal.
Issue Resolution Procedure			
18	<p>18.1 This clause sets out the process for resolving issues which relate to:</p> <p>(a) a matter arising under this Agreement; or</p> <p>(b) the NES.</p> <p>18.2 An Employee must first attempt to resolve the issue at the workplace level.</p> <p>18.3 If the issue resolution processes have genuinely been exhausted, and the issue is still unable to be resolved, either party (or its representative) may refer the matter to the FWC for conciliation. If the matter remains unresolved, it can be referred to the FWC for arbitration by consent of both parties involved.</p> <p>18.4 An Employee is entitled to have in attendance a support person / representative to assist the Employee at any stage of this process.</p>	<p>22. Dispute resolution procedure</p> <p>22.1 It is the intention of the parties that all issues arising out of the interpretation or application of this Agreement, in relation to the National Employment Standards or in relation to an employee's disciplinary related matter (or disciplinary outcome) or in relation to the application of any Company policy, shall be dealt with at the local level to the maximum extent possible. Other issues, such as those arising in the course of employment, may be dealt with under this procedure by mutual agreement.</p> <p>22.2 Where an issue under clause 22.1 arises which the Company or an Employee seeks to be resolved, the issue must first be referred for discussion between the Employee and their immediate Supervisor in attempt to resolve the issue.</p> <p>22.3 If the issue remains unresolved, it may be referred for discussion between the Employee and the Employee's Superintendent.</p> <p>22.4 If the issue is still not resolved, it may be referred for discussion between the Employee and the Employee's Departmental Manager.</p> <p>22.5 Discussions in accordance with clauses 22.2, 22.3 and 22.4 will be held as soon as reasonably practicable.</p> <p>22.6 By agreement, the Company and the Employee may bypass any of the steps in clauses 22.3 and 22.4 in the interests of a speedy resolution of the issue.</p> <p>22.7 If the steps in clauses 22.2, 22.3 and 22.4 have genuinely been exhausted (with the exception of the processes in clauses 22.3 or 22.4 if there was an agreement to bypass any of these steps) and the issue is still</p>	<ol style="list-style-type: none"> 1. All unions want : <ol style="list-style-type: none"> a. Cover all employment matters b. an independent umpire for arbitration as a right. Not anywhere close with this. 2. ETU wants an alternative clause 3. AWU support CFMMEU and want a status quo clause 4. Some IBRs support the CFMMEU clause 5. AMWU want rights for a "party" to raise a dispute 6. OS proposal <ol style="list-style-type: none"> a. will consider changes to the drafting of this clause to align with the Issue Resolution Process as specified in contracts of employment if Bargaining Representatives accept the safety net structure of the Agreement 7. All unions rejected OS proposal 8. OS position <ol style="list-style-type: none"> a. OS agrees to include a step process aligned with the CFMMEU's draft 22.2 – 22.6. b. Outside of this, the union proposal would reduce flexibility for OS to address matters internally. OS

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>unable to be resolved at the workplace level, either party (or it's representative) may refer the matter to the FWC for conciliation.</p> <p>22.8 Where conciliation has been exhausted and the dispute remains unresolved, either party may refer the matter to the FWC for arbitration.</p> <p>22.9 Either the Employee or the Company may have a representative (which can also include a Union Official), to assist at any stage of the process.</p>	<p>believes the clause as drafted balances the rights of the employer and employee, sets out a fair issue resolution process and is consistent with OS' objective to deal with matters at the local level to the maximum extent possible.</p> <p>c. Where an employee takes issue with a matter in relation to their employment (rather than a matter arising under the Agreement or the NES), OS has other defined processes to seek resolution.</p> <p>d. On this basis, other than the amendments at clause XX - XX, OS does not accept the proposal.</p>
Individual flexibility			
19	<p>The Company and individual Employees may agree to make an individual flexibility arrangement, in accordance with the model flexibility term prescribed by the <i>Fair Work Regulations 2009</i>. The model flexibility term is incorporated into this Agreement.</p>	<p>23.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of a term of this Agreement if:</p> <p>a) The arrangement deals with 1 or more of the following matters:</p> <ol style="list-style-type: none"> i. arrangements about when work is performed; ii. overtime rates; iii. penalty rates; iv. allowances; v. leave loading; and <p>b) the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph (a) of clause 23.1; and</p> <p>c) the arrangement is genuinely agreed to by the Company and the Employee.</p> <p>23.2 The Company must ensure that the terms of the individual flexibility arrangement:</p> <ol style="list-style-type: none"> 1. Are about permitted matters under section 172 of the Fair Work Act 2009; and 2. Are not unlawful terms under section 194 of the Fair Work Act 2009; 3. Result in the Employee being better off overall than the Employee would be if no arrangement was made. <p>23.3 The Company must ensure that the individual flexibility arrangement:</p> <ol style="list-style-type: none"> 1. Is in writing; 2. Includes the name of the Employer and the Employee; and 3. Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and 4. Includes details of: <ol style="list-style-type: none"> i. The terms of the Agreement that will be varied by the arrangement; and ii. How the arrangement will vary the effect of the terms; and iii. How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and 4. States the day on which the arrangement commences. <p>23.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p> <p>23.5 The Company or the Employee may terminate the individual flexibility arrangement:</p> <ol style="list-style-type: none"> 1. By giving no more than 28 days written notice to the other party to the arrangement; or 2. If the Company and the Employee agree in writing – at any time. 	<ol style="list-style-type: none"> 1. CFMMEU wants model IFA term 2. OS Response <ol style="list-style-type: none"> a. In line with OS' objective of seeking to make a simple, safety net agreement with Employees, OS will adopt the model clause as set out in the <i>Fair Work Act 2009</i>. b. Accordingly, OS does not accept this proposal.
Management of change / Consultation			
20	<p>In the event that the Company makes:</p> <p>(a) a definite decision to introduce a major change to production, program, organisation, structure or</p>	<p>24 Consultation</p> <p>24.1 This term applies if the Company:</p>	<ol style="list-style-type: none"> 1. CFMMEU want <ol style="list-style-type: none"> a. model clause inserted (rather than just referenced) in Agreement.

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
	<p>technology in relation to its enterprise that is likely to have a significant effect on the Employees; or (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Company will consult with the relevant Employees in accordance with the model consultation term prescribed by the <i>Fair Work Regulations 2009</i>, which is incorporated into this Agreement.</p>	<p>a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees. 24.2. Major Change For a major change referred to in paragraph 23.1a): (a) the Company must notify the relevant Employees of the decision to introduce the major change; and (b) subclauses 23.3 to 23.9 apply. 24.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term. 24.4. If: (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and (b) the Employee or Employees advise the employer of the identity of the representative, the Company must recognise the representative. 24.5. As soon as practicable after making its decision, the Company must: (a) discuss with the relevant Employees: (i) the introduction of the change; and (ii) the effect the change is likely to have on the Employees; and (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and (b) for the purposes of the discussion—provide, in writing, to the relevant employees: (i) all relevant information about the change including the nature of the change proposed; and (ii) information about the expected effects of the change on the Employees; and (iii) any other matters likely to affect the Employees. 24.6. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees. 24.7. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees. 24.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply. 24.9. In this term, a major change is likely to have a significant effect on Employees if it results in: (a) the termination of the employment of Employees; or (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or (d) the alteration of hours of work; or (e) the need to retrain Employees; or (f) the need to relocate Employees to another workplace; or (g) the restructuring of jobs. 24.10. Change to regular roster or ordinary hours of work</p>	<p>2. ETU wants an alternative clause 3. OS response a. OS believes the clause as currently drafted adequately deals with consultation by referring to the process to be followed that is prescribed in model consultation term in the <i>Fair Work Regulations 2009</i>. b. Accordingly, OS does not accept this proposal.</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>For a change referred to in paragraph 23.1 b):</p> <p>(a) the Company must notify the relevant Employees of the proposed change; and</p> <p>(b) subclauses 23.11 to 23.15 apply.</p> <p>24.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.</p> <p>24.12. If:</p> <p>(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</p> <p>(b) the Employee or Employees advise the employer of the identity of the representative;</p> <p>the Company must recognise the representative.</p> <p>24.13. As soon as practicable after proposing to introduce the change, the Company must:</p> <p>(a) discuss with the relevant Employees the introduction of the change; and</p> <p>(b) for the purposes of the discussion—provide to the relevant Employees:</p> <p>(i) all relevant information about the change, including the nature of the change; and</p> <p>(ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and</p> <p>(iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and</p> <p>(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)</p> <p>24.14. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p> <p>24.15. The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.</p> <p>24.16. In this term:</p> <p>relevant Employees means the Employees who may be affected by a change referred to in clause 21.1.</p>	
Redundancy			
N/A	N/A	<p>25.2 The Company will take all necessary steps to avert the need for redundancies and minimise the effects on employees. The Company will consult with the Employees affected in accordance with the consultation clause in this Agreement.</p> <p>Where a reduction in Employees is required, the following steps will apply:</p> <p>1. The Company will offer voluntary redundancies at the rate specified in this Agreement. The Company will have regard to its requirement to retain an appropriate mix of skills and competencies and accordingly, not all applicants will necessarily be accepted for voluntary redundancy.</p> <p>2. Transfer of Employees who have the appropriate skills and competencies, or who can be retrained within a reasonable period of time, to another operation. The Company will pay for relocation expenses if required.</p> <p>25.3. After all the above steps have been taken the company may implement forced redundancies. To ensure that the Company can continue to operate in the most productive and efficient manner all Employees from within the work area where a surplus exists will be interviewed to determine the Employees to be retained or retrenched. The selection method for forced redundancies will take into consideration the following:</p> <p>a) necessary skills mix required by the business;</p> <p>b) individual skills and proficiency in them;</p>	<p>1. CFMMEU wants</p> <p>a. Company to take all steps necessary to avert the need for redundancies</p> <p>b. A step process, whereby VRs are offered first, followed by transfers, followed by forced redundancies.</p> <p>2. AWU wants</p> <p>a. voluntary redundancies in the first instance</p> <p>3. AMWU want</p> <p>a. QLD - The implementation of a redundancy scheme specific to OS.</p> <p>b. WA - 3 months in lieu of notice, plus 3 weeks for each year of service, plus all sick leave accrual paid out.</p> <p>4. OS response</p> <p>a. The CFMMEU proposal conflicts with the OS business and employment model and point of hire approach which provides as much certainty as possible to Employees about ongoing employment and enables OS to place Employees at an alternate site in the event of changes to resourcing at</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>c) employment record/ service;</p> <p>d) cases where unsatisfactory performance has been identified and is being managed;</p>	<p>sites within their hub. The CFMMEU and AWU proposal also adds unnecessary cost by mandating VRs where employment and the need for the employee exists within the hub, and external to the hub if they desire.</p> <p>b. OS believes the clause as currently drafted adequately addresses redundancy including providing severance pay which is largely consistent with that proposed.</p> <p>c. For these reasons, OS does not accept this proposal.</p>
21.1	<p>Definition of redundancy</p> <p>(a) An Employee is made redundant where an Employee's employment is terminated at the Company's initiative:</p> <p>(i) because the Company no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or</p> <p>(ii) because of insolvency or bankruptcy of the Company.</p> <p>(b) This clause does not apply to Employees engaged for a fixed term or a specified task or to Casual Employees.</p>		
21.2(a)	<p>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.</p>	<p>Severance payment</p> <p>25.4. Except where clause 24.5 applies, when terminations of employment occur due to redundancy the Employees terminated are entitled to severance pay equal to three weeks' pay (at the rate that the Employee would have received if at work) for each completed year of service.</p>	<p>1. CFMMEU want</p> <p>a. maximum 30 weeks cap removed.</p>
21.2(b)	<p>Regardless of length of employment, the minimum payment due to Employees under clause 21.2(a) is four weeks' pay.</p>		
21.3	<p>Exemption</p> <p>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:</p> <p>(a) that the Employee is competent to perform;</p> <p>(b) in a position that carries the same or a higher classification rate of pay than the Employee's previous position;</p> <p>(c) that can reasonably be regarded as permanent; and</p> <p>(d) allows the Employee to reside in the same general locality as the Employee's previous residence.</p>		
21.4	<p>Variation of severance pay</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>		
Termination of Employment			
22.1	<p>An Employee may resign from his or her employment with the Company by giving one week's written notice to the Company.</p>		
22.2	<p>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.</p>		
22.3	<p>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.</p>	<p>26.3. 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 not extend past 6 months. During the period of probation, the Company may terminate the probationary Employee's employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice</p>	<p>1. CFMMEU want</p> <p>a. probation capped at 6 months.</p> <p>2. If Bargaining Representatives agree to the remainder of clause 22 OS will agree to amend clause 22.3 to:</p> <p><i>The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of probation will begin on the commencement of employment and will continue for a period of up to 6 months (excluding any periods of unpaid leave or unauthorised absences) as is notified by the Company in advance in writing. During the period of</i></p>

Operations Services Maintenance Agreement

Record of Meeting



Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>probation, the Company may terminate the probationary Employee's employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice.</p> <p>3. AMWU response</p> <p>a. looking for wording that employee who resign won't be banned for entering your sites, unless there is a really good reason.</p>
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.	26.5 The Company may terminate the employment of a Casual Employee by giving 6 hours' notice of termination or payment by the Company in lieu of that notice.	<p>1. CFMMEU</p> <p>a. want 6 hours' notice of termination or payment in lieu.</p>
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.	26.6 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.	<p>1. AWU wants</p> <p>a. serious misconduct defined or amend to gross misconduct.</p> <p>2. OS does not see any need to make this change</p> <p>a. 'serious misconduct' is already defined in the <i>Fair Work Regulations 2009</i></p>
Better off overall			
23	It is the intention that every Employee covered by this Agreement will be better off overall than if a relevant modern award applied to their employment, including by means of the Above Award Guarantee		<p>1. CFMMEU and AMWU reject clause as</p> <p>a. Mentions above award guarantee.</p> <p>b. 2nd point is that it is not up to company to decide if it is better off overall.</p> <p>c. Don't need this clause</p>
No further claims			
24	This Agreement is a comprehensive and full settlement of all Employee enterprise bargaining claims for the duration of this Agreement unless otherwise permitted by the <i>Fair Work Act 2009</i> (Cth).		
Other proposals by CFMMEU			
		<p>16 Unpaid Leave</p> <p>16.1 In the event an employee has exhausted their annual leave and personal/carer's leave entitlements, the employee may take unpaid leave as required on each permissible occasion.</p> <p>16.2 Approved unpaid leave in accordance with this provision will not break an Employee's continuity of service.</p>	<p>1. CFMMEU have proposed a standalone unpaid leave clause.</p> <p>2. OS response</p> <p>a. The OS Employee Handbook provides that where employees have exhausted paid leave entitlements, or where special circumstances exist, the Company may approve unpaid leave at its discretion. As this is a matter dealt with by policy, OS does not agree to this proposal.</p>
		<p>28. Stand down</p> <p>28.1. The Company may stand down an Employee for part or all of a shift in the following circumstances:</p>	<p>a. AWU</p>

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		<p>a) Refusal of duty; or b) Neglect of duty; or c) Misconduct; or d) if the Employee cannot be usefully employed in the Employee’s usual classification because of industrial action.</p> <p>28.2. In addition to the circumstances outlined above, the Company may stand down an Employee during any period in which the Employee cannot usefully be employed because of one of the following circumstances: a) a break down of machinery or equipment that has lasted for more than four consecutive working days, if the Company cannot reasonably be held responsible for the break down; or b) a stoppage of work for any cause that has lasted for more than fourteen consecutive working days for which the Company cannot reasonably be held responsible.</p> <p>28.3. The Company will take all reasonable steps to minimise the need for standing down Employees under any of these circumstances, including where practical, carrying out training.</p> <p>28.4. Employees who have been stood down under the circumstances outlined in this clause may request to take outstanding leave entitlements. If the Employee does not request to take outstanding leave entitlements or does not have adequate accrued entitlements, they may be stood down without payment.</p> <p>28.5 Any Employee stood down under this clause will continue to have their service recognised for the purposes of “continuous service”.</p> <p>28.6 Employees stood down, or stood aside, pending an investigation will be paid as if at work during the investigation.</p>	<p>b. Limited to machinery break down or stoppage for any cause of 10+ consecutive days c. Company to minimize any requirement for stand down through providing training; d. Employees can take any outstanding leave entitlements or LWOP; e. Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment. f. OS position</p> <p>We propose the following stand down clause be inserted as a new clause 18 of the agreement:</p> <p>18. STAND ASIDE AND STAND DOWN</p> <p>18.1 The Company can stand aside an Employee: ▪ With or without pay for full or partial refusal of duty; or ▪ With or without pay for neglect of duty; or ▪ With or without pay for misconduct, while it is being investigated.</p> <p>18.2 If the Company stands aside an Employee without pay for neglect of duty or misconduct and the Company determines after an investigation that the Employee did not neglect their duty or did not engage in any misconduct (as the case may be), the Company will pay the Employee the full amount of remuneration they would have received in respect of the period for which they were stood aside.</p> <p>18.3 The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances: a) Industrial action b) A breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; or c) An interruption to work for any cause for which the Company cannot reasonably be held responsible.</p> <p>18.4 Employees who have been stood down under the circumstances described in clause 18.3 above may request to take accrued annual or long service leave entitlements. Approval is at the Company’s discretion.</p> <p>g. 18.5 Any Employee stood down under clause 18.3 will continue to have their service recognised for the purposes of “continuous service”</p>
		<p>29. Transport and Accommodation</p> <p>29.1. Employees can elect to reside in non-local areas and commute in accordance with this clause or to reside in the local community.</p> <p>Transport</p>	<p>1. AMWU (QLD) a. OS to pay for employees’ flights to and from work. Where an employee cannot get a flight to their point of hire within 12 hours after the cessation of their final shift; OS will pay ordinary time until the employee arrives back at their point of hire.</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
		<p>29.2. For employees who commute, the company will provide transport outside working hours in line with the nominated commute work patterns (at a reduced rate – last Maintenance EA meeting it was discussed offering cheaper flights to Employees – insert relevant policy/wording).</p> <p>29.3. For employees who reside in the local community, the company will provide transport outside working hours during the roster period from the village to the mine (and from the mine to the village).</p> <p>29.4. Employees are required to arrive at the nominated time(s) and location(s) (determined by the company) to access the company-supplied transport.</p> <p>29.5. If an employee is required by their supervisor to work extended hours and finishes work when the company-supplied transport is unavailable, the company will arrange transport for the employee.</p> <p>Accommodation</p> <p>29.6. Non-share village accommodation including three meals per day will be supplied by the company for the employee’s roster period at no cost to employees. This accommodation may be provided on a check in / check out basis for Employees who choose to commute.</p> <p>29.7. Employees who reside in the local community will be paid an allowance of \$120.00, per week.</p>	<p>b. Housing allowance for Moranbah, Dysart and Blackwater residences.</p> <p>c. OS to provide certainty by locking self-funded flight arrangements into the Agreement.</p> <p>2. AMWU (WA)</p> <p>a. permanent rooms allocated at base/host site in accordance with original offer of contract...with opposite shift back-to-back panel to adhere to NPI min 40% utilisation requirements</p> <p>3. AWU For commute:</p> <ul style="list-style-type: none"> o Company to provide free of charge transport in line with nominated commute work patters from nearest state capital or regional city (Perth to site) and Cairns to village, and village to mine o Non-share village accommodation; o Supply of three meals per day; <p>a. For residential:</p> <ul style="list-style-type: none"> o Company to provide transport from village to the mine; o Residential allowance payable <p>b. Where an employee works extended hours affecting ability to access company supplied transport, company will arrange alternate transport.</p> <p>4. Employee Bargaining Representatives</p> <p>a. Permanent rooms in camp</p> <p>b. Paid travel time for FIFO employees in the Black Coal Mining Industry</p> <p>c. Rent assistance for those who elect to live in local communities. Specifically, employees who elect to live locally be paid \$160 per shift in lieu of utilising a camp room. Willing to discuss quantum if OS is prepared to consider.</p> <p>d. Ability to salary sacrifice Alliance flights in/out of Moranbah</p> <p>e. Food allowance for those that reside in the town where our employment mine is to the value of roughly what it cost for an employee to be in camp accommodation.</p> <p>5. OS position</p> <p>a. This proposal would significantly increase costs and put our competitiveness at significant risk.</p> <p>b. OS offers competitive remuneration and flexible living options to our employees and does not operate a fly in, fly out model. Prospective OS employees are encouraged to carefully consider this prior to accepting employment with OS.</p> <p>c. With respect to permanent rooms, individual camps operate under different contracts. For the majority of the OS workforce, 'back to back' rooms are provided to maximise accommodation utilisation and minimise costs. We are unable to offer permanent rooms to all OS employees due to differing camp arrangements and the increased costs this would add. Additionally, at some Assets where OS provides services, we are required to adhere to Asset Standards which</p>

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			<p>set out accommodation entitlements and requirements such as minimum utilisation for permanent room allocation. This is not a matter to be dealt with in the Agreement.</p> <p>d. With respect to the ability to salary sacrifice Alliance flights in/out of Moranbah, the salary sacrifice policy only allows automatic bookings to be made directly in the Amex Global Business Travel portal GDS (global distribution system). GDS is a requirement as part of BHP and ATO process for Salary Sacrifice. Alliance Airlines is not set up to load their flights in the GDS. For smaller airlines, having their airfares loaded in the Amex Global Business Travel portal GDS is a complex set up process and can take some time to implement. It is up to the individual airline to have their airfares loaded in the GDS and manage any supporting processes. OS is working with Alliance to encourage them to add their flights to the GDS, however this is out of our control to manage.</p> <p>e. With respect to being paid a residential allowance in lieu of utilising village accommodation, supply of village accommodation forms part of the contractual arrangement between OS and the Assets. OS is not in a position to 'liquidate' the costs associated with village accommodation and pay this to employees as an allowance. Further, it is a fundamental feature of the OS model that employees are able to live where they choose. With this in mind, OS does not agree to provide an allowance for employees who elect to live in a particular location.</p> <p>f. OS does not agree to pay meal allowances for some employees who elect to live in a particular location when it is a fundamental part of employment with OS that employees are enabled to choose where they live. Employees are compensated for meal allowances (as part of their Annual Salary) where applicable in accordance with the relevant Award, insofar as OS is required to ensure it meets the Above Award Guarantee.</p> <p>g. The self-funded flights which have been recently made available to OS employees to fly in/out of Moranbah at a set price are on flights which are managed by BMA, not OS. This means OS is unable to guarantee there will not be changes to this arrangement in future. OS is currently managing self-funded flights to/from Emerald, and this flight is operated at OS cost. OS wishes to retain discretion to amend these arrangements. For example, this could include: 1. In the event of BMA making a change which impacts OS 2. Changing market conditions and ongoing reviews in line with the budget cycle. 3. Based on flight availability.</p> <p>h. Accordingly, OS does not accept these proposals.</p>
		<p>30 Inclement Weather</p> <p>30.1. Payment and release from work arrangements in the event of severe wet weather or a cyclone are dealt with in the relevant mine's policy, as amended from time to time. However, as a minimum, where the SSE decides to shut down the Mine in the event of a cyclone or other severe wet weather event occurring at the Mine site within an impending 24 hour period, all employees rostered on to work will be given the option to be</p>	<p>1. AWU</p> <p>a. If wet or dangerous weather prevents normal work or results in a shut down then</p> <p>b. Employees to undertake alternate duties or training or, if training or alternate duties is unavailable will wait in</p>

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		<p>sent home or to camp where safe to do so, at no loss of earnings for the remainder of their rostered shift and until the Mine is re-opened.</p> <p>30.2. Payment in relation to clause 26.1 will not extend past 5 consecutive rostered shifts and will also apply to circumstances where employees cannot access the mine (due to severe weather– e.g., flooded roads) using their normal mode and route of travel.</p>	<p>readiness and continue to be paid if wet weather prevents normal work</p> <ul style="list-style-type: none"> c. Applies if employees isolated in camp or local community while on roster. d. If unable to return to camp or local community for any time outside normal rostered shift length, employee to be paid applicable overtime rate. e. If wet weather prevents travel between camp and place of residence: <ul style="list-style-type: none"> o No expectation that employees travel an alternate route; o Paid total salary for first two days unable to attend work; o Annual leave or LWOP for days thereafter <ul style="list-style-type: none"> • Commute employees unable to return to place of residence due to weather will be provided accommodation in the local community and alternative travel arrangements. <p>2. AMWU WA</p> <ul style="list-style-type: none"> a. Inclement weather inclusion <p>3. OS position</p> <ul style="list-style-type: none"> a. Mines at which OS operates have inclement weather arrangements addressed via safety and health management systems. Inserting Agreement provisions adds inflexibility to the existing processes that impact on OS' agility to respond to an inclement weather event based on its individual circumstances. This primarily includes having employees who are at work during inclement weather complete alternative tasks such as training. b. Where employees cannot get to work due to inclement weather, they are enabled to utilise accrued annual leave if they desire. c. For these reasons, OS does not accept this proposal.
		<p>31. Training</p> <p>31.1. The Company shall provide the relevant training and payment for the renewal of statutory licenses for all Employees required to utilise such licenses in the course of their normal employment with the Company.</p>	<p>OS response</p> <ul style="list-style-type: none"> d. This proposal is not in line with OS' objective of making a simple, safety net agreement. OS has a custom and practice of reimbursing training and license costs where the training and / or license is required for an employee to fulfil their role. OS considers this custom and practice is working, and therefore is not required in the proposed Agreement. e. Accordingly, OS does not accept this proposal.
		<p>32. Work Clothing</p> <p>32.1. On commencement of employment, an Employee is entitled to an initial work clothing allocation as follows:</p> <ul style="list-style-type: none"> a) Five shirts and five pairs of trousers; b) One pair of safety boots; 	<ul style="list-style-type: none"> 1. CFMMEU /AWU – share position 2. ETU <ul style="list-style-type: none"> a. Same as CFMMEU/AWU and:

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		<p>c) One winter style jacket and one lighter style jacket (Jackets); and d) Prescription safety glasses as required (including spare glasses).</p> <p>32.2. Items listed in this clause will be replaced on a fair wear and tear basis. However, Employees will be entitled to an additional six items of industrial outer clothing (ie shirts, trousers and Jackets) on an annual basis at no cost to the Employee. In this clause, "annual basis" means one year from the anniversary of an Employee's commencement date with the Company.</p> <p>32.3. Where in the course of work an Employee's work clothing or tools are damaged, destroyed or lost the Company will replace them at no cost to the Employee.</p>	<p>b. The Company will provide for soiled clothing to be replaced where excess soiling occurs during the Employees rostered shifts.</p> <p>c. The Company will continue to provide overalls for excessive soiled tasks.</p> <p>d. The Company will use its best endeavours to source the above work clothing from a suitable Australian clothing company.</p> <p>3. OS position</p> <p>a. OS' position has not changed. This matter is dealt with by a procedure outside of the Agreement: the OS Employee Handbook provides for Personal Protective Equipment (PPE) allocations which are largely consistent with that proposed.</p> <p>b. Where an employee requires additional PPE as a result of their work clothing getting excessively soiled in the course of their role, they should speak with their Line Leader.</p> <p>c. For these reasons, OS does not accept this proposal.</p>
		<p>33. Medicals</p> <p>33.1. A payment equivalent to one hour overtime will be made to an Employee who participates in a statutory health assessment on a rostered day off. Where an x-ray is required, an extra payment equivalent to 30 minutes overtime will be paid. Notwithstanding this payment (or payments), an Employee's attendance at a health assessment is not considered time worked.</p> <p>33.2. Where the Company has provided reasonable prior notification to the Employee and their statutory health assessment expires, the Employee will not be able to access the Mine site and will not be paid until the next rostered shift worked after an updated statutory health assessment form has been received by the Company.</p> <p>33.3. The Company will ensure that all necessary costs are met prior to an Employee attending a Statutory Health Assessment.</p>	<p>1. AWU</p> <p>a. Will only be conducted in line with respective state safety legislation</p> <p>b. Employees can choose to use their own GP and all medicals will be conducted in paid time for all participants (employee and GP)</p> <p>2. AMWU WA</p> <p>a. Paid medicals</p> <p>3. OS position</p> <p>a. This is a matter dealt with in accordance with the applicable state safety legislation. It does not need to be dealt with in the Agreement.</p> <p>b. For this reason, OS does not accept this proposal.</p>
		<p>34 Representatives</p> <p>34.1 An employee may nominate a representative of their choice to represent them in relation to matters arising under this Agreement or in the course of their employment. That representative may change from time to time.</p> <p>34.2 Where the Company calls a meeting requiring the attendance of a particular Employee, the Company will advise the Employee of the purpose of the meeting to allow the Employee to nominate a representative. The Company will consult the Employee and their representative as early as possible to attempt to identify a mutually convenient time. The Representative will then make every reasonable effort to attend the meeting.</p>	<p>1. CFMMEU have proposed to remove this clause if OS agrees to its amendments to the dispute procedure.</p> <p>2. AWU</p> <ul style="list-style-type: none"> Acknowledgement of the right for workplace representatives to be able to assist and represent members about all employment matters with no loss of pay <p>3. OS position</p> <p>a. OS' draft proposed issue resolution procedure set out in clause 18 makes clear that an employee is entitled to a support person / representative. For matters outside of the issue resolution procedure in the proposed Agreement, employees are offered and entitled to have a support person (which may be a union representative) in appropriate circumstances.</p> <p>b. Subject to Right of Entry requirements where applicable OS recognises that union officials/delegates may act in the capacity of support person / representative.</p>

Clause No.	Proposed OS Maintenance Agreement	CFMMEU Proposed Agreement	Status of all bargaining parties
			<p>c. We consider this is already adequately provided for and, on this basis, OS does not accept this proposal.</p>
Other proposals raised by Bargaining Representatives			
		<p>Electrical safety representatives</p>	<p>Raised by ETU</p> <p>1. ETU proposes – "Electrical safety representatives <i>The Electrical Tradespeople employed at the Mine will annually elect one permanent Electrical Tradesperson who will be designated the "Electrical Safety Representative".</i> <i>This appointment shall be notified in writing, to the Site Senior Executive.</i> <i>Each Electrical Safety Representative shall, where required, be given the necessary time to:</i> <i>(a) Confer with the Electrical Inspector of Coal Mines whilst this inspector is on site; and</i> <i>(b) Accompany this Inspector on any inspection on site; and</i> <i>(c) Following notification, be permitted to inspect the scene of any onsite electrical accident/incident.</i> <i>The relevant Supervisor shall be notified of this request by the Electrical Safety Representative.</i> <i>The Company will approve training leave for the Electrical Safety Representative of the Mine to attend an approved annual Electrical Safety Conference."</i></p> <p>2. OS position</p> <p>a. If applicable, this role is met by the host sites where OS is deployed in Queensland. Additionally, this is specifically related to coal mining only, which is misaligned with our proposed scope of a national Agreement.</p> <p>b. On this basis, OS does not accept this proposal.</p>
		<p>Licenses</p>	<p>Raised by ETU</p> <p>1. ETU proposes – "Licenses <i>The Company shall provide the relevant training and payment for the renewal of all statutory licences and/or competencies, inclusive of High Voltage Switching Course and Refresher for all Engineering Employees required to utilise such licenses in the course of their normal employment with the Company."</i></p> <p>2. OS position</p> <p>a. This proposal is not in line with our objective of having a simple, safety net agreement. OS has a custom and practice of reimbursing training and license costs where the training and / or license is required for an employee to fulfil their role.</p> <p>b. Accordingly, OS does not accept this proposal.</p>

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		<p>Maintenance Allowance</p>	<p>Raised by ETU and AMWU</p> <ol style="list-style-type: none"> 1. AMWU wants <ol style="list-style-type: none"> a. Tool and trade allowance 2. ETU wants <ol style="list-style-type: none"> a. General Maintenance Allowance b. Proposed wording – <p>“General Maintenance Allowance Employees who work in the Maintenance Department will be paid a Maintenance Allowance of \$2,000 per year.</p> <p>2. Tool Allowance Employees who work in the Maintenance Department and who are required by the Company to provide their own tools will be paid a Tool Allowance of \$2,000 per year.</p> <p>3. Electrical Licence Allowance: Employees who are:</p> <ul style="list-style-type: none"> • licensed electricians; and • required to perform electrical work; and • are required to hold and maintain an electrical license recognized by the Electrical Safety Office; and • appointed by the Electrical Engineering Manager, <p>Shall be paid an Electrical Licence Allowance of \$2,000 per year.”</p> <ol style="list-style-type: none"> 3. OS position <ol style="list-style-type: none"> a. This proposal would increase our costs and may put our competitiveness at risk. With respect to: b. A maintenance / electrical license allowance: OS considers the remuneration maintenance personnel, including electricians, receive adequately compensates them for their skills, experience and the nature of their work. c. A tool allowance: While there has previously been differing positions on tooling based on deployment site, moving forward all tooling will be supplied to employees by OS, which we are in the process of rolling out. This will also negate the requirement for employees to provide their own tools. Salaries currently paid to relevant OS employees provide compensation for any applicable tool allowance under a relevant award. If an employee does not have the required tools to perform their role, they should speak with their Superintendent. d. For these reasons, OS does not accept this proposal.
		<p>Pandemic Leave</p>	<p>Raised by ETU</p> <ol style="list-style-type: none"> 1. ETU proposes –

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			<p>"Pandemic Leave</p> <p><i>In the event of a pandemic effecting the workplace (or an Employee/ or Employees of the workplace) and where the Employee/s cannot access the workplace for their rostered shifts, the Employee will have access to 10 days of Paid Pandemic Leave. This leave is not cumulative and does not come out of the Employee's accrued entitlements (Annual Leave, Personal/Carer's Leave etc.) and can only be accessed once the Employee has provided the sufficient evidence required."</i></p> <p>2. OS position</p> <p>a. This proposal would increase costs and limit our flexibility to respond to a pandemic depending on its unique circumstances. Throughout the course of the COVID-19 pandemic, OS responded in a way which provided support to employees that was more generous than required, including enabling employees deemed to be at high risk if they contracted COVID-19 to be absent from the workplace but paid as if they were at work for an extended period.</p> <p>b. We will continue to assess OS' response to the COVID-19 pandemic (or any pandemic) and the impact to employees as appropriate. This is in OS' interest to ensure business continuity in any event.</p> <p>c. For these reasons, OS does not accept this proposal.</p>
		<p>Income Protection</p>	<p>Raised by AWU and AMWU (WA)</p> <p>1. AWU proposes – "Income protection</p> <p><i>The Company will provide for an income protection scheme that provides employees with up to 52 weeks of salary continuance from the date of injury / illness at the employees normal salary plus bonus. The income protection provisions can only be accessed after the employee has exhausted all personal leave entitlements. The Company not to seek to remove itself from the relevant jurisdiction of the state workers compensation schemes where the Company operates."</i></p> <p>2. AMWU WA – Income protection – Wage Guard.</p> <p>3. OS position</p> <p>a. This proposal to provide for this type of insurance on behalf of Employees would significantly increase costs and put our competitiveness at significant risk.</p> <p>b. For these reasons, OS does not accept this proposal.</p>