

Operations Services Maintenance Agreement

Record of Meeting

BHP**Date**

3 June 2021

Location

Videoconference via WebEx

Attendees

See Appendix 1

Agenda

1. Introduction & agenda
2. Actions from last meeting
3. OS responses to proposals
4. Discussions on proposals
5. Logistics for next meeting

Summary

Introduction	OS shared the agenda for the meeting.
Actions from last meeting	<p>OS confirmed it had provided information following the previous bargaining meeting (see Appendix 2).</p> <p>OS invited questions on the information it shared regarding qualifications obtained at the Future Fit Academy. The AMWU (QLD) expressed concern that Future Fit Academy employees are not clear on whether their qualification would make them a trade or non-trade employee. OS noted this concern and said it would share this feedback with the Managers at the Future Fit Academies.</p> <p>OS answered a question raised by an Employee Bargaining Representative regarding public holidays. OS reiterated its position that employees' are fully compensated in their annual salary for working any rostered public holiday. The 24-26 December Ex-Gratia Payment Policy has been implemented as a show of appreciation for employees who work eligible shifts on Christmas and Boxing Day.</p> <p>The parties also had a discussion regarding tooling. OS restated its position that it is working towards all tooling being supplied by OS. OS agreed to provide an update at the next bargaining meeting on the progress and expected timing for completion of this change.</p> <p>In the previous meeting, the AWU asked whether OS' commercial arrangements for maintenance scopes factored in estimations for inclement weather. While OS does not consider the information relevant for the purposes of bargaining, as was articulated at the previous meeting, OS confirmed that inclement weather was not factored in for maintenance scopes of work.</p>
OS responses to proposals	OS provided feedback on additional proposals received from bargaining representatives (see highlighted sections of Appendix 3).
Discussions on proposals	<p>Further discussions were held in relation to proposals that had previously been tabled, including:</p> <ul style="list-style-type: none">• Issue resolution procedure• Inclement weather• Types of employment

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	<p>The parties acknowledged they are apart on the above mentioned proposals and Union and Employee Bargaining Representatives continue to press their position.</p> <p>The AMWU (QLD) expressed the scope and structure of the proposed Agreement remains a concern for them.</p>
Next meeting	The next meeting has been scheduled for 30 June 2021 via WebEx (video conference).

Actions		
Confirm meeting arrangements	OS	23 May 2021
Share proposed wording for Clause 11 - Annual Leave	CFMMEU	30 June 2021
Share update on tooling rollout	OS	30 June 2021

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Appendix 1

Attendance List	
Grant Costello	Manager Maintenance
Rob Hannaford	Manager Maintenance
Jessica Morkel	Principal Employee Relations
Maryke Prinsloo	Specialist Employee Relations
Jacob Boss	Blackwater - Mobile
Michael Caskey	Saraji - Mobile
Thomas Smyth	Saraji - Mobile
Glen (Surname TBC)	TBC
Renee Jones	WA Fixed Plant - Pulleys
Shaun Rose	OS SIMS
Karthik Sundarraj	WA Fixed Plant
Mark Malone	WA Fixed Plant - Pulleys
Mitch Hughes	CFMMEU (QLD)
Steven Smyth	CFMMEU (QLD)
Kivraj Singh	CFMMEU (WA)
Phil Kennedy	CFMMEU (WA)
Kegan Scherf	AMWU (QLD)
Jason Lipscombe	AMWU (QLD)
David Buck	AMWU (WA)
Simon Rushworth	AMWU (WA)
Craig Thomas	ETU
Michael Wright	ETU

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Appendix 2 – Email correspondence to Bargaining Representatives regarding requests for information



Wed 19/05/2021 3:45 PM

Morkel, Jessica

(INTERNAL) Updated proposed OS Maintenance Agreement

To Kegan Scherf; Jason Lipscombe; David Buck; Simon Rushworth; Glenn McLaren; Craig Thomas; Michael Wright; Paul@etuwa.com.au; Ash Bamford; Mitch Hughes; 'Smyth, Steve'; Shane Roulstone; Ford, Glen; Lori Anderson; Cassie Baynton; Trev Spanner; terry taylor; superdanmanofsteele@hotmail.com; Doyle-Cavanagh, Mayson; Boss, Jacob; reece.fenech@gmail.com; mitchell brotherton; matt.gallagher91@hotmail.com; Jason Miller; mgcaskey@gmail.com; thomassmyth92@gmail.com; Rose, Shaun; Jones, Renee; Malone, Mark; Clark, Tyrell; Collopy, Steven; Jackson, Michael; Ndhlovu, Dingani; Penny, Oregon; Raddon, Shannon; Waight, Adam; Argent, Mark; Sundarraj, Karthikeyan; Rich, Peter; Voke, Nathan; Rudd, Christopher

Bcc Coonan, Michael; Jones, Nicole; Faichen, Kirsty; Watson, Edward; Mitchell, Chloe

This is the most recent version, but you made changes to another copy. Click here to see the other versions.

You forwarded this message on 19/05/2021 3:46 PM.



PROPOSED Operations Services Maintenance Agreement (19.05.2021).pdf
411 KB

Classification: Internal

Dear all

Please see attached an updated copy of the proposed Operations Services Maintenance Agreement. The proposed Agreement has been updated to include the minimum award pay level table as discussed during our last bargaining meeting on 6 May.

Kind regards

Jess

Note: All employees can access the updated proposed Agreement at www.bhp.com/os-ea



Thu 20/05/2021 11:08 AM

Jason Lipscombe <jason.lipscombe@amwu.org.au>

Re: (INTERNAL) Updated proposed OS Maintenance Agreement

To Kegan Scherf; David Buck; Simon Rushworth; Glenn McLaren; Craig Thomas; Michael Wright; Paul@etuwa.com.au; Ash Bamford; Mitch Hughes; Smyth, Steve; Shane Roulstone; Ford, Glen; Lori Anderson; Cassie Baynton; Trev Spanner; terry taylor; superdanmanofsteele@hotmail.com; Doyle-Cavanagh, Mayson; Boss, Jacob; reece.fenech@gmail.com; mitchell brotherton; matt.gallagher91@hotmail.com; Jason Miller; mgcaskey@gmail.com; thomassmyth92@gmail.com; Rose, Shaun; Jones, Renee; Malone, Mark; Clark, Tyrell; Collopy, Steven; Jackson, Michael; Ndhlovu, Dingani; Penny, Oregon; Raddon, Shannon; Waight, Adam; Argent, Mark; Sundarraj, Karthikeyan; Rich, Peter; Voke, Nathan; Rudd, Christopher; Morkel, Jessica; Kegan Scherf; David Buck; Simon Rushworth; Glenn McLaren; Craig Thomas; Michael Wright; Paul@etuwa.com.au; Ash Bamford; Mitch Hughes; Smyth, Steve; Shane Roulstone; Ford, Glen; Lori Anderson; Cassie Baynton; Trev Spanner; terry taylor; superdanmanofsteele@hotmail.com; Doyle-Cavanagh, Mayson; Boss, Jacob; reece.fenech@gmail.com; mitchell brotherton; matt.gallagher91@hotmail.com; Jason Miller; mgcaskey@gmail.com; thomassmyth92@gmail.com; Rose, Shaun; Jones, Renee; Malone, Mark; Clark, Tyrell; Collopy, Steven; Jackson, Michael; Ndhlovu, Dingani; Penny, Oregon; Raddon, Shannon; Waight, Adam; Argent, Mark; Sundarraj, Karthikeyan; Rich, Peter; Voke, Nathan; Rudd, Christopher; Morkel, Jessica

You replied to this message on 26/05/2021 8:20 AM.

Dear Jessica,

I note the addition of the pay level table however no monetary amounts are provided against the defined pay levels to provided clarity in the draft document?? Is this an oversight on BHP's part?? I recall you tabling indicative salary tables to bargaining reps for black coal and mining industry award workers. Concerns were then raised by bargaining reps regarding the lack of clarity of which rate would apply to OS non-trade and trade workers (Mineworker, Advanced, Specialised???) I thought you had committed to include this information??

Regards

Jason Lipscombe
AMWU Organiser

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Wed 26/05/2021 8:21 AM

Morkel, Jessica

RE: (INTERNAL) Updated proposed OS Maintenance Agreement

To: Jason Lipscombe; Kegan Scherf; David Buck; Simon Rushworth; Glenn McLaren; Craig Thomas; Michael Wright; Paul@etuwa.com.au; Ash Bamford; Mitch Hughes; Smyth, Steve; Shane Roulstone; Ford, Glen; Lori Anderson; Cassie Baynton; Trev Spanner; terry taylor; superdanmanofsteele@hotmail.com; Doyle-Cavanagh, Mayson; Boss, Jacob; reece.fenech@gmail.com; mitchell brotherton; matt.gallagher91@hotmail.com; Jason Miller; mgcaskey@gmail.com; thomassmyth92@gmail.com; Rose, Shaun; Jones, Renee; Malone, Mark; Clark, Tyrell; Collopy, Steven; Jackson, Michael; Ndhlovu, Dingani; Penny, Oregon; Raddon, Shannon; Waight, Adam; Argent, Mark; Sundarraaj, Karthikeyan; Rich, Peter; Voke, Nathan; Rudd, Christopher; Kegan Scherf; David Buck; Simon Rushworth; Glenn McLaren; Craig Thomas; Michael Wright; Paul@etuwa.com.au; Ash Bamford; Mitch Hughes; Smyth, Steve; Shane Roulstone; Ford, Glen; Lori Anderson; Cassie Baynton; Trev Spanner; terry taylor; superdanmanofsteele@hotmail.com; Doyle-Cavanagh, Mayson; Boss, Jacob; reece.fenech@gmail.com; mitchell brotherton; matt.gallagher91@hotmail.com; Jason Miller; mgcaskey@gmail.com; thomassmyth92@gmail.com; Rose, Shaun; Jones, Renee; Malone, Mark; Clark, Tyrell; Collopy, Steven; Jackson, Michael; Ndhlovu, Dingani; Penny, Oregon; Raddon, Shannon; Waight, Adam; Argent, Mark; Sundarraaj, Karthikeyan; Rich, Peter; Voke, Nathan; Rudd, Christopher

Bcc: Mitchell, Chloe; Jones, Nicole; Faichen, Kirsty; Coonan, Michael

Classification: Internal

Hi Jason

No this is not an oversight. The table that has been included in the proposed Agreement is to give clarity around how OS will calculate the minimum annual salary payable under the proposed Agreement.

The indicative salary tables were provided in response to requests by bargaining for relevant information – it was never intended, nor was there any suggestion, that the indicative salary tables would be included in the proposed Agreement. The discussions regarding updating the proposed Agreement were in relation to the pay level table only.

Kind regards

Jess

From: Boss, Jacob <jacob.boss@bhp.com>

Sent: Thursday, May 27, 2021 6:23:04 AM

To: Morkel, Jessica <jessica.morkel@bhp.com>; Jason Lipscombe <jason.lipscombe@amwu.org.au>; Kegan Scherf <kegan.scherf@amwu.org.au>; David Buck <david.buck@amwu.org.au>; Simon Rushworth <simon.rushworth@amwu.org.au>; Glenn McLaren <glenn.mclaren@amwu.org.au>; Craig Thomas <thommo@etu.org.au>; Michael Wright <Michael@etuaustralia.org.au>; Paul@etuwa.com.au <Paul@etuwa.com.au>; Ash Bamford <ash@etuwa.com.au>; Mitch Hughes <M.Hughes@cfmeuqld.asn.au>; Smyth, Steve <s.smyth@cfmeuqld.asn.au>; Shane Roulstone <shane.roulstone@nat.awu.net.au>; Ford, Glen <glen.ford@bhp.com>; Lori Anderson <lina_150259@hotmail.com>; Cassie Baynton <cassie.baynton01@hotmail.com>; Trev Spanner <titansnow@hotmail.com>; terry taylor <terrytaylor1981@hotmail.com>; superdanmanofsteele@hotmail.com <superdanmanofsteele@hotmail.com>; Doyle-Cavanagh, Mayson <mayson.doylecavanagh@bhp.com>; reece.fenech@gmail.com <reece.fenech@gmail.com>; mitchell brotherton <mitchell.brotherton1@gmail.com>; matt.gallagher91@hotmail.com <matt.gallagher91@hotmail.com>; Jason Miller <JasonMiller92@outlook.com.au>; mgcaskey@gmail.com <mgcaskey@gmail.com>; thomassmyth92@gmail.com <thomassmyth92@gmail.com>; Rose, Shaun <shaun.rose1@bhp.com>; Jones, Renee <renee.jones@bhp.com>; Malone, Mark <mark.malone@bhp.com>; Clark, Tyrell <tyrell.clark@bhp.com>; Collopy, Steven <steven.collopy@bhp.com>; Jackson, Michael <michael.jackson1@bhp.com>; Ndhlovu, Dingani <dingani.ndhlovu@bhp.com>; Penny, Oregon <oregon.penny@bhp.com>; Raddon, Shannon <shannon.raddon@bhp.com>; Waight, Adam <adam.waight@bhp.com>; Argent, Mark <mark.argent@bhp.com>; Sundarraaj, Karthikeyan <karthikeyan.sundarraaj1@bhp.com>; Rich, Peter <peter.rich@bhp.com>; Voke, Nathan <nathan.voke@bhp.com>; Rudd, Christopher <christopher.rudd@bhp.com>

Subject: Re: (INTERNAL) Updated proposed OS Maintenance Agreement

Hi Jess, in reply to your table it does not allow for non trade to advance past the classification of mine worker. It's my understanding from the black coal minin award under schedule A a non trade could advance past mine worker level, however this seems unachievable as there is no set criteria on the requirements set by the company. under schedule A.1.4 the employer will make available at he minesite the following Section(B) the requirements each employee must meet to occupy the classifications.

I thinks it's unfair to classify all non trade on one level,

Thanks

Jacob Boss
Mobile Maintenance Boilermaker
BMA Blackwater

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From: Rich, Peter <peter.rich@bhp.com>
Sent: Thursday, 27 May 2021 2:17 PM
To: Boss, Jacob <jacob.boss@bhp.com>; Morkel, Jessica <jessica.morkel@bhp.com>; Jason Lipscombe <jason.lipscombe@amwu.org.au>; Kegan Scherf <kegan.scherf@amwu.org.au>; David Buck <david.buck@amwu.org.au>; Simon Rushworth <simon.rushworth@amwu.org.au>; Glenn McLaren <glenn.mclaren@amwu.org.au>; Craig Thomas <thommo@etu.org.au>; Michael Wright <Michael@etuaustralia.org.au>; Paul@etuwa.com.au; Ash Bamford <ash@etuwa.com.au>; Mitch Hughes <M.Hughes@cfmeuqld.asn.au>; Smyth, Steve <s.smyth@cfmeuqld.asn.au>; Shane Roulstone <shane.roulstone@nat.awu.net.au>; Ford, Glen <glen.ford@bhp.com>; Lori Anderson <lina_150259@hotmail.com>; Cassie Baynton <cassie.baynton01@hotmail.com>; Trev Spanner <titansnow@hotmail.com>; terry taylor <terrytaylor1981@hotmail.com>; superdanmanofsteele@hotmail.com; Doyle-Cavanagh, Mayson <mayson.doylecavanagh@bhp.com>; reece.fenech@gmail.com; mitchell brotherton <mitchell.brotherton1@gmail.com>; matt.gallagher91@hotmail.com; Jason Miller <JasonMiller92@outlook.com.au>; mgcaskey@gmail.com; thomassmyth92@gmail.com; Rose, Shaun <shaun.rose1@bhp.com>; Jones, Renee <renee.jones@bhp.com>; Malone, Mark <mark.malone@bhp.com>; Clark, Tyrell <tyrell.clark@bhp.com>; Collopy, Steven <steven.collopy@bhp.com>; Jackson, Michael <michael.jackson1@bhp.com>; Ndhlovu, Dingani <dingani.ndhlovu@bhp.com>; Penny, Oregon <oregon.penny@bhp.com>; Raddon, Shannon <shannon.raddon@bhp.com>; Waight, Adam <adam.waight@bhp.com>; Argent, Mark <mark.argent@bhp.com>; Sundarraj, Karthikeyan <karthikeyan.sundarraj1@bhp.com>; Voke, Nathan <nathan.voke@bhp.com>; Rudd, Christopher <christopher.rudd@bhp.com>
Subject: Re: (INTERNAL) Updated proposed OS Maintenance Agreement

Thanks for raising this Jacob,
Currently for OS Mechanical Conveyors we have around 8 to 10 non trades which are team leaders, with no provision for this position or the extra responsibility. They have been training and running crews which include trades people and on a lower salary.

Regards,

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Classification: **Internal**

Hi Jacob and Peter

The table added at clause 7.3 of the EA sets the minimum modern award pay level OS will use to calculate an individual Employee's Annual Salary. This is only a minimum pay level, and does not prevent employees, including non-trade employees, being paid at a higher level. OS will ensure that the Above Award Guarantee applies where the responsibilities of an employee, which will be reviewed on an ongoing basis, may change – including, if they are required to perform supervisory work.

For the purposes of an Employee's Annual Salary, if particular entitlements are due, or would be due, under an applicable modern award based on duties performed, this is also taken into account in calculating an employee's Annual Salary under the EA as required by the Above Award Guarantee.

Kind regards

Jess

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Hi all

As requested during our last bargaining meeting, please see below an overview of the qualifications currently being completed at the Future Fit Academies.

Maintenance Associates – Non Trade

Qualification

MEM20205 - Certificate II in Engineering - Production Technology

Description (training.gov.au)

“This qualification covers the skills and knowledge required of workers employed as Engineering/ Manufacturing Employees - Level IV as defined in the Manufacturing and Associated Industries and Occupations Award or in related industries where Engineering/ Manufacturing Employees work. The qualification has been specifically developed to reflect the minimum training requirement specified in the Award for employment in the above occupation. The qualification packaging has been developed on an assumption that competency will be developed through a combination of on and off-the-job learning strategies such as those delivered through a formal traineeship. The qualification may also be achieved through formal skills recognition assessment processes.”

Apprentices - Trades

Qualification

2020 Apprenticeship Intake Competencies –

Mechanical Fitter - MEM30205 Certificate III in Engineering - Mechanical Trade

Heavy Diesel Fitter - MEM30205 Certificate III in Engineering - Mechanical Trade

2021 – Apprenticeship Intake Competencies

Mechanical Fitter - MEM30219 Certificate III in Engineering - Mechanical Trade (Fitting)

Heavy Diesel Fitter - MEM31419 - Certificate III in Engineering - Fixed and Mobile Plant Mechanic

Description (training.gov.au)

MEM30205 - This qualification covers the skills and knowledge required to work as an Engineering Tradesperson - Mechanical within metal, engineering, manufacturing and associated industries or other industries where Engineering Tradesperson - Mechanical work. The qualification has been specifically developed for apprentices in the above trade. The qualification packaging has been developed on an assumption that competency will be developed through a combination of on and off-the-job learning strategies such as those delivered through a formal apprenticeship. The qualification may also be achieved through formal skills recognition assessment processes.

MEM30219 - This qualification defines the skills and knowledge required of an engineering tradesperson – mechanical within metal, engineering, manufacturing and associated industries. The qualification has been specifically developed for apprentices in Mechanical Engineering Trades. This qualification must be undertaken through a Training Contract or through formal trade recognition assessment processes. The skills associated with this qualification are intended to apply to a wide range of mechanical trade work, including undertaking fitting, assembly, manufacture, installation, modification, testing, fault finding, maintenance and service of mechanical equipment, machinery and the use of machine tools. This qualification is designed to provide an industry recognised skills profile related to trade work as an Engineering Tradesperson - Mechanical. Assessment of some units of competency must, where indicated, include evidence of the candidate's performance in a functioning workplace where there is a sufficient range of appropriate tasks and materials to cover the scope of application of those units. All outcomes must reflect the standard of performance inherent in the job. No licensing, legislative or certification requirements apply to this qualification at the time of publication. However, in some jurisdictions units in this qualification may relate to licensing or regulatory requirements. Local regulations should be checked.

MEM31419 - This qualification defines the skills and knowledge required of an engineering tradesperson - mechanical specialising in diesel fitting and plant mechanics within metal, engineering, manufacturing and associated industries.. This qualification must be undertaken through a Training Contract or through formal trade recognition assessment processes. The skills associated with this qualification are intended to apply to a wide range of trade work including manufacturing, assembly and commissioning of mobile and stationary plant, servicing, diagnosis and rectification of faults, condition monitoring, and preventative maintenance. This qualification is designed to provide an industry recognised skills profile related to trade work as a fixed and/or mobile plant mechanic. Assessment of some units of competency must, where indicated, include evidence of the candidate's performance in a functioning workplace where there is a sufficient range of appropriate tasks and materials to cover the scope of application of those units. All outcomes must reflect the standard of performance inherent in the job. No licensing, legislative or certification requirements apply to this qualification at the time of publication. However, in some jurisdictions units in this qualification may require a license or relate to regulatory requirements. Licensing and regulatory information is included in the relevant units of competence.

Kind regards


Jess

BHP

Jessica Morkel
Principal Employee Relations
Employee Relations, Minerals Australia
jessica.morkel@bhp.com
M +61 448 222 511
175 Eagle Street
Brisbane, Queensland, 4000, Australia

bhp.com


Creating a flexible workplace is a priority for us at BHP. If you receive this email outside of your work hours, please feel free to respond when you are back online.



Wed 2/06/2021 10:25 PM
Malone, Mark
Re: (INTERNAL) Updated proposed OS Maintenance Agreement

To

☐ Morkel, Jessica; ☐ Rich, Peter; ☐ Boss, Jacob; ☐ Jason Lipscombe; ☐ Kegan Scherf; ☐ David Buck; ☐ Simon Rushworth; ☐ Glenn McLaren; ☐ Craig Thomas; ☐ Michael Wright; ☐ Paul@etuwa.com.au; ☐ Ash Bamford; ☐ Mitch Hughes; ☐ Shane Roulstone; ☒ Ford, Glen; ☐ Lori Anderson; ☐ Cassie Baynton; ☐ Trev Spanner; ☐ terry taylor; ☐ superdanmanofsteele@hotmail.com; ☐ Doyle-Cavanagh, Mayson; ☐ reece.fenech@gmail.com; ☐ mitchell brotherton; ☐ matt.gallagher91@hotmail.com; ☐ Jason Miller; ☐ mgcaskey@gmail.com; ☐ thomassmyth92@gmail.com; ☒ Rose, Shaun; ☒ Jones, Renee; ☐ Clark, Tyrell; ☒ Collopy, Steven; ☐ Jackson, Michael; ☐ Ndhlovu, Dingani; ☐ Penny, Oregon; ☒ Raddon, Shannon; ☐ Waight, Adam; ☐ Argent, Mark; ☐ Sundarraj, Karthikeyan; ☐ Voke, Nathan; ☒ Rudd, Christopher; ☐ Smyth, Steve

 IMG_0882.PNG
642 KB

 IMG_0883.PNG
449 KB

Hi Jess,

I kindly refer you to the new proposed agreement by the business, specifically clause 10 PUBLIC HOLIDAYS where it stipulates words to the effect of no extra payments for worked public holidays.

I now kindly refer you to the attached which then General Manager, Adam Ely and current General Manager Scott Connors claimed an ex-gratia payment would be given to all employees.

Could you please provide feedback on the potential misalignment as I don't see any reference in the new proposed EA?

Kind Regards

Mark Malone
Service Person
Pulleys & Gearboxes

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Appendix 3 - OS Maintenance Agreement Proposals & Responses

Proposals highlighted in yellow represent those responded to during the meeting on 3 June 2021. Responses to all other proposals were provided during previous meetings.

Raised by	Proposal topic	Proposal description	Company's response
CFMMEU AMWU AWU	Clause 2 - Coverage	<p>CFMMEU A Coal Agreement for OS production and maintenance employees which covers and applies to:</p> <ul style="list-style-type: none"> Employees who fall under Schedule A of the Black Coal Mining Industry Award Unions OS ACPM Pty Ltd & OS MCAP Pty Ltd <p>AMWU (QLD) Three separate agreements covering maintenance employees based in QLD, NSW and WA respectively & OS ACPM Pty Ltd.</p> <p>AMWU (WA) A WA specific agreement covering maintenance employees (excluding rail and port operations) & OS ACPM Pty Ltd.</p> <p>AWU Two separate agreements covering:</p> <ul style="list-style-type: none"> Coal Maintenance Metalliferous & other Non-Coal Maintenance Covers OS employees engaged in maintenance Covers relevant unions Covers OS ACPM Pty Ltd 	<p>OS ACPM Pty Ltd has a national business model in maintenance works across Minerals Australia. We employ only maintenance employees. We want an Agreement for our workforce that covers our maintenance business across Australia and enables OS to provide consistency and certainty to our customers.</p> <p>Having multiple agreements would increase complexity and can reduce our flexibility, which could hinder our ability to win future work packages and/or keep existing scopes of work.</p> <p>Additionally, OS ACPM Pty Ltd and OS MCAP Pty Ltd are different business with different workforces and interests. The CFMMEU's proposed scope requires OS ACPM Pty Ltd to bargain for an agreement which includes classifications it does not employ and does not intend to employ. This significantly increases complexity for OS.</p> <p>For these reasons, OS does not accept any union proposal.</p>
CFMMEU	Clause 3 - Relationship with Other Instruments and the NES	<ul style="list-style-type: none"> Override and replaces the BCMI Award and all other awards and instruments NES to apply 	<p>The proposal simply confirms the operation of clause three of OS' proposed agreement. OS does not consider any further amendments are required as this is already clear.</p>

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Raised by	Proposal topic	Proposal description	Company's response
CFMMEU AWU	Clause 4 - Term of Agreement	CFMMEU <ul style="list-style-type: none"> Maximum 3 year term AWU <ul style="list-style-type: none"> Maximum 3 year term Requirement to commence bargaining 6 months before nominal expiry 	<p>OS has proposed a four year term Agreement as permitted by the <i>Fair Work Act 2009</i>. Additional requirements such as commencing bargaining prior to the agreement's nominal expiry date do not meet our objective of agreeing a simple, safety net Agreement with our employees.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AWU	Clause 5 - Types of Employment	CFMMEU – QLD <ul style="list-style-type: none"> FT – 35 ordinary hours per week averaged over roster cycle PT – works less than an average of 35hrs per week, averaged over roster cycle Received on a pro rata basis, equivalent pay and conditions to those of FT employees who do the same work PT employee's arrangements to be agreed in writing between the Co and the employee All time worked in excess of mutually agreed hours will be OT and paid for as per rates in OT clause (10) Casual employment to be removed from Clause 5 of proposed Agreement AWU <ul style="list-style-type: none"> FT – 35 ordinary hours per week PT – proportional benefits and pay based on 35 ordinary hrs per week Temporary – fixed term or specified task, no longer than 12 months 	<p>We believe the clause as currently drafted fairly reflects the industry conditions for OS' customers in accordance with our proposed scope for the Agreement and our current deployment locations. The clause as presently drafted does not leave any employee worse off compared to the reference awards – being the Black Coal Mining Industry Award and Mining Industry Award. To adopt the 35 ordinary hours across coal and non-coal operations may reduce OS' ability to be competitive in certain markets.</p> <p>With reference to casual employment, OS maintains its commitment to providing permanent jobs - OS does not currently employ any casual employees and does not intend on changing its approach. However, OS wants to retain the flexibility to employ casuals should it be appropriate to do so in the future as OS continues to grow and expand its operations.</p> <p>Accordingly, OS does not accept this proposal.</p>
CFMMEU AMWU	Clause 6 - Duties	CFMMEU <ul style="list-style-type: none"> The Company will not allocate tasks in a manner which promotes deskilling Employees will undertake training aimed at maintaining and enhancing work skills & performance 	<p>OS is committed to the training and development of its employees.</p> <p>The clause relating to deskilling is too broad and ambiguous. OS has commitments to its customers and it is important to retain the right to allocate work in the way it</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> Where employees are required to temporarily work away from their ordinary location, all time spent outside their rostered shifts travelling between home and the temporary location will be paid as if at work. Minimum of two weeks' notice to be provided in these circumstances. Where the notice required is not available, then less notice may be given by agreement and the employee will be paid at overtime rates for all work from time of change of shift until the expiration of that notice period Classification structure yet to be determined Apprentices and Trainees may be employed by the Company under the Agreement. <p>AMWU</p> <ul style="list-style-type: none"> Employees cannot be transferred without their consent and if the transfer does not result in the employee being worse overall. 	<p>deems appropriate in order to meet its obligations to its customers and remain competitive.</p> <p>The OS business model and our point of hire approach enables OS to transfer employees to other deployment sites as directed by the Company (in accordance with the point of hire in their Contract of Employment). This business model is part of what makes OS so unique and successful. The inclusion of any further restrictions on this would limit our flexibility. Additionally, flexibility to move between deployments is a benefit many OS team members enjoy.</p> <p>Clause 6.4 of the proposed Agreement already provides that Apprentices and Trainees may be employed by the Company under the Agreement.</p> <p>For the reasons outlined above, OS does not accept this proposal.</p>
CFMMEU AWU	Clause 6.2 - Training	<p>CFMMEU</p> <ul style="list-style-type: none"> The Company shall provide relevant training and payment for the renewal of statutory licenses for all employees required to utilise these in the course of employment If an employee has to travel to attend training, the Company will provide <ol style="list-style-type: none"> transport, accommodation and meals, payment or TOIL; and payment or TOIL for travel time on RDO Where the Company requests or offers employees to undertake training outside of their normal shift, the employee will receive OT payment for the period of the training 	<p>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.</p> <p>We do not consider that there is any requirement for the proposed agreement to be more prescriptive than already drafted. For this reason, OS does not accept this proposal.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> If training is conducted on a rostered shift, there will be no loss of pay for that day <p>AWU</p> <ul style="list-style-type: none"> Training requirements limited to training of other OS employees 	
CFMMEU AMWU AWU	Clause 7 - Remuneration	<p>CFMMEU</p> <ul style="list-style-type: none"> Wages and annual increases to be included in Agreement. Specific details yet to be tabled. <p>AMWU</p> <ul style="list-style-type: none"> Guaranteed wage increases Defined based hourly rate Defined shift loadings (night shift) <p>AWU</p> <ul style="list-style-type: none"> All classification rates, wages and salary bands to be included in the agreement Annual increases on commencement and on anniversary of agreement <p>Employee Bargaining Representatives</p> <ul style="list-style-type: none"> An increase to the proposed salary rates. Exact amount not specified however a figure of \$144,500p.a. for level 6 trades working in the coal mining industry was quoted. 	<p>OS has sought to simplify the agreement by removing specific rosters and salaries. This reflects the size and scale of the OS business today and that we now work across several different locations on many different roster arrangements including part-time and job share arrangements. Attempting to capture all current arrangements would be too complex and may reduce flexibility (for both OS and OS employees) in the future.</p> <p>Minimum wage increases under the EA are guaranteed insofar as they will increase relative to the annual review of minimum rates by the Fair Work Commission.</p> <p>Employees can access their contract of employment to understand their individual salary and any applicable allowances including night shift loading that might apply.</p> <p>With reference to increasing the proposed salary rates, the proposed agreement provides for the minimum salary an employee may be paid. Employees have a contractual salary which may be higher than the agreement minimum. OS is confident that proposed salary rates ensure employees will be remunerate fairly and competitively, by guaranteeing a salary which is 5% higher than that under the relevant modern award.</p> <p>All OS employees will have an annual salary review for their contractual salaries conducted to ensure our salaries</p>

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Raised by	Proposal topic	Proposal description	Company's response
			<p>remain market competitive. Prior to the annual salary review, OS reviews and considers external market data which is factored into any decisions made regarding salary increases.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AWU	Clause 7.4 - Overtime	<p>CFMMEU</p> <ul style="list-style-type: none"> Employees to have at least 10 consecutive hours off duty between the work of successive days Where an employee does not get a 10 hour rest between shifts, the employee will be released from duty until the employee has had 10 consecutive hours off duty with no loss of pay for the following shift If the employee is instructed to resume work without having had 10 consecutive hours off duty, the employee will be paid at OT rates until the employee is released from duty An employee who is recalled to work OT after leaving the mine will be paid for at least four hours work Employee will be paid \$15 meal allowance for meal breaks during non-rostered OT Proposal for OT rates yet to be determined <p>AWU</p> <ul style="list-style-type: none"> 10 consecutive hours off duty between work on successive days Minimum four hours work at OT rate to be paid for a call back Paid meal breaks to be an entitlement for OT Unrostered OT to be paid at double time 	<p>Clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working and includes provision for regularly rostered overtime rates. There is clear provision for un-rostered overtime being at double time in clause 7.4.</p> <p>In addition, clause 9.5 and fatigue standards at the relevant deployment site provide for minimum breaks between times on site.</p> <p>The provisions of the NES override any provision in the Agreement in any event, this is also made clear in clause 3.3.</p> <p>For these reasons, OS does not accept this proposal.</p>

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CFMMEU AMWU AWU	Clause 8- Superannuation	<p>CFMMEU</p> <ul style="list-style-type: none"> Default Super Fund to be Mine Super The Company's contribution on behalf of employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> An employee can request that the employee will forgo part of their annual salary otherwise payable under this Agreement and in lieu pay this amount in the employees nominated superannuation fund <p>AMWU</p> <ul style="list-style-type: none"> Super payable on all regular rostered hours and bonus at 10% and matching with any further legislated increases. <p>AWU</p> <ul style="list-style-type: none"> Default fund to be traditional industry funds such as Australian and Mine Super <p>Employee Bargaining Representatives</p> <ul style="list-style-type: none"> Matched superannuation in accordance with the BHP matched superannuation scheme. 	<p>Increasing superannuation contributions to 10% would increase our costs and may put our competitiveness at risk. Additionally, changing the default fund to Mine Super is not in line with our proposed scope.</p> <p>We believe the clause as it is currently drafted adequately captures that superannuation will be paid in accordance with current legislation, including any legislated increases.</p> <p>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>For these reasons, OS does not accept this proposal.</p>
CFMMEU AMWU AWU	Clause 9 - Hours of Work	<p>CFMMEU</p> <ul style="list-style-type: none"> Rosters and hours of work average of 35 ordinary hours per week, averaged over a roster cycle. Shifts will include handover at the start and end of each shift. 12.5hrs maximum rostered hours in any one shift and a minimum break of 10 consecutive hours between shifts Start and finish times clause TBD Employees must receive one weeks' notice to change shift or their place on a roster, and four weeks' notice if this change is to a non-continuous shift roster. Payment of OT will be given if less notice is given 	<p>The response to the proposal in relation to clause 5 also applies in relation to the matter relating to 35 ordinary hours per week.</p> <p>OS agrees to update the drafting of clause 9 to reflect that a minimum break of 10 hours will be provided between shifts, however we believe the clause as currently drafted otherwise adequately captures arrangements for hours of work, including specifying a maximum shift length of 12.5 hours and that one week's notice will be provided in the event of a roster change, unless otherwise agreed.</p> <p>Introducing new rosters by agreement only or specifying start and finish places by agreement may limit our flexibility,</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> The Company may only introduce a new roster following consultation, and with the agreement of the majority of affected employees Consultation process yet to be defined Rosters yet to be defined <p>AMWU</p> <ul style="list-style-type: none"> Defined start and finish place <p>AWU</p> <ul style="list-style-type: none"> Rosters based on 35 ordinary hours per week, avg over roster cycle 12.5hr maximum rostered hours and a minimum break of 10 consecutive hours between shifts For residential & FIFO employees work is considered to have commenced at arrival at the workplace and considered finished on departure from the workplace For FIFO EEs travelling from home to work on the first day of a work cycle, work is considered to have commenced for the EE on boarding the aircraft for that day For FIFO EEs travelling from work to home on the last day of a work cycle, work is considered to have ceased for paid purposes when the EE has boarded the departing aircraft Change of shift only with one weeks' notice or by mutual agreement New rosters introduced only by agreement Start and finish places by agreement 	<p>including in relation to meeting operational requirements for the sites at which OS is (or may be) deployed.</p> <p>In any event, OS has an obligation to consult with employees about changes to rosters or ordinary hours of work in accordance with clause 20 of the Agreement.</p> <p>Other than amending the minimum break time between shifts, OS does not agree to any further amendments to this clause in the Agreement.</p>
CFMMEU AWU	Clause 9.6 - Meal breaks	<p>CFMMEU</p> <ul style="list-style-type: none"> An employee is entitled to a meal break of 30minutes for each five hours worked An employee will not be required to work for more than 5 hours without a meal break 	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.

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> Where an employee will work for more than 5 hours without a break, the employee will be paid for any work beyond 5 hours at the applicable OT rate until a meal break is taken Time taken to travel to or from the place of designated crib will be counted as time worked <p>AWU</p> <ul style="list-style-type: none"> Entitlement to 30minute crib break every 5 hours worked No employee will be required to work more than 5 hours without a break for crib All breaks to be counted as time worked 	<p>Clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working, which would include paid meal breaks if applicable.</p> <p>Other than amending meal break timings as outlined above, OS does not agree to any further amendments to this clause in the Agreement.</p>
CFMMEU AMWU ETU AWU	Clause 10 - Public Holidays	<p>CFMMEU</p> <ul style="list-style-type: none"> Employees to be entitled to have all gazetted Public Holidays off without loss of pay The Company may make reasonable requests for employees to work on PHs (except Christmas & Boxing Day) Christmas & Boxing day (25 and 26 December) shall be nonworking days, however the Company may call for volunteers to work on those days Travel obligations for mid-swing days off to be determined Employees who work on a PH are to be paid double time for work performed during ordinary hours, and treble time for work in excess of their ordinary hour <p>AMWU</p> <ul style="list-style-type: none"> Employees will not be required to work Christmas/Boxing Day unless through a volunteer process 	<p>OS pays market competitive salaries, which our proposed Agreement guarantees are in excess of relevant Awards, which already financially compensate for where employees are required to work public holidays including Christmas and Boxing Day.</p> <p>In addition, OS works 24/7 rosters. To meet our plans and commitments to our customers, we need rostered shifts to continue over Christmas and Boxing Day.</p> <p>For these reasons, OS does not agree to the proposal.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> Triple the ordinary rate will apply for working these dates. All other PHs when rostered to work also at triple the ordinary rate Any employees required to work for genuine operational reasonable paid triple time for duration of shift <p>ETU</p> <ul style="list-style-type: none"> Christmas and Boxing Days (25 and 26 December) shall be non-working days, observed from the commencement of night shift prior to Christmas Day (6pm on the 24th of December) for a period of 48 hours. <p>AWU</p> <ul style="list-style-type: none"> Employees have an entitlement to all gazetted PHs off without loss of pay Company may make reasonable requests for employees to work PHs 25 and 26 December are nonworking days, however employees may volunteer to work All time worked on a PH and nonworking day to be paid at double time Where an employee is rostered off, the employee to be paid at base rate for the PH 	
CFMMEU AWU	Clause 11 - Annual Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> Employees working a seven day roster, or a roster which requires ordinary shifts on PHs and not less than 272 ordinary hours per year on Sundays is entitled to annual leave at the rate of six weeks per year 5 weeks for other workers Annual leave can be taken at any time with minimum 14 days' notice 	<p>Employees' entitlement to annual leave is in accordance with the NES.</p> <p>Clause 11.4 is clear that annual leave is paid at the Employee's Annual Salary Rate. This is also applicable to amounts cashed out.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> Annual leave to be paid at total salary, both when taken and at end of employment for any untaken annual leave Wording to the effect that annual leave requests will be responded to within a specific time frame. <p>AWU</p> <ul style="list-style-type: none"> 6 weeks for seven day roster workers 5 weeks for other workers AL to be paid at total salary, both when taken and at end of employment for any untaken annual leave 	<p>OS agrees to update the drafting of clause 11 to include any payment of annual leave on termination will be paid at an Employee's Annual Salary Rate.</p> <p>OS has carefully considered proposals regarding annual leave being taken at any time with a minimum 14 days' notice and annual leave requests being responded to within a specific time frame. OS's business is continuing to rapidly grow and expand. For operational reasons, including for rostering, resourcing and capacity planning purposes, OS requires a degree of flexibility and cannot agree to including prescriptive timeframes around applications and approval for annual leave in the proposed Agreement. OS' current practice is to respond to leave requests in a timely manner, and will continue to do so for its employees, but cannot agree to any specific timeframe. To do so may reduce flexibility and not enable OS to account for individual circumstances.</p> <p>Overall, the proposals put forward are largely consistent with the terms of the Agreement and with the exception of clarifying annual leave paid on termination will be at Annual Salary Rate, OS does not agree to any further amendments to this clause.</p>
CFMMEU AMWU AWU	Clause 12- Personal / Carer's Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> Entitlement to 10 days at commencement of employment and annually, on each anniversary of commencement Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household because of a personal illness or injury. 	<p>Clause 12 of the proposed Agreement provides for personal/carer's leave in accordance with the NES, which provides for annual entitlements and definitions of personal leave and carers leave.</p> <p>OS does not accept the proposal for additional paid leave for travel as this would increase our costs.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> • Payment to be made as if at work, including bonus • An additional day of paid leave will be granted where an employee is required to travel in excess of 400kms to their place of residence • In the event an employee has exhausted their leave entitlement, the employee may take unpaid leave as required • On termination, employees will be paid the rate they would have otherwise received if they were at work, including bonus, for any untaken leave accruals <p>AMWU</p> <ul style="list-style-type: none"> • Sick leave to be paid out on termination of employment • Ability to salary sacrifice sick leave on your anniversary of commencement, provided a bank of 12 months accrual remains <p>AWU</p> <ul style="list-style-type: none"> • Entitlement to 15 days at commencement of employment and annually, on each anniversary of commencement • Available for personal illness or injury, and/ or providing care and support to a member of immediate family or household. • Payment made at total salary rate. • Notice requirements to be reasonable • Availability of unpaid personal leave – two days per each occasion • Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for personal leave. 	OS is considering agreeing to include a provision in the proposed Agreement for paying out accrued but untaken entitlements to personal/carer's leave upon termination of employment but in limited circumstances – such as those prescribed by the Black Coal Mining Industry Award. No final decision on this has been made at this time.
CFMMEU AWU	Clause 13 - Compassionate Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> • Employees will be entitled to compassionate leave in accordance with the Act 	The minimum entitlement to Compassionate Leave is in accordance with the NES.

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> Additional day of paid leave will be granted where an employee is required to travel in excess of 400kms from their place of residence Emps will be paid as if they were at work, including bonus, while on compassionate leave <p>AWU</p> <ul style="list-style-type: none"> In accordance with the NES Additional day of paid leave (without deduction) where an employee is required to travel from site to residence while on or for compassionate leave. Total salary to be paid while on compassionate leave. 	<p>OS agrees to update the drafting of clause 13 to include that Compassionate Leave will be paid at an Employee's Annual Salary Rate.</p> <p>The OS Employee Handbook provides that employees may be eligible "for at least 2 and up to 5 days of paid compassionate leave per occasion" but OS will assess additional paid compassionate leave beyond the NES entitlement in its absolute discretion and on a case by case basis.</p> <p>Other than clarifying Compassionate Leave will be paid at Annual Salary Rate, OS does not accept any further amendments to this clause.</p>
CFMMEU	Clause 14 – Parental Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> Current policy provision to be substance of Agreement clause 	<p>The entitlement to paid parental leave is derived from a wider BHP Group policy and OS does not agree to have the terms of such incorporated into the proposed Agreement. On this basis, OS does not accept the proposal.</p>
CFMMEU AWU	Clause 15 - Long Service Leave	<p>CFMMEU</p> <ul style="list-style-type: none"> An employee is to be paid for LSL as if they were at work, including bonus, in their normal pay period at the time the leave is taken LSL may only be taken in a single continuous period of at least 14 days LSL can be taken at any time provided that reasonable notice is given by the employee and the operations of the Mine will not be affected by the granting of leave Where an employee applies to take leave in multiple applications in combination with a period of RDOs for a single continuous period, they will only receive payment for the LSL component 	<p>For simplicity, OS has proposed a long service leave clause which provides the entitlement in accordance to the applicable State legislation. This is important because OS works across, and the Agreement covers, different jurisdictions in Australia.</p> <p>We believe the clause as currently drafted adequately captures arrangements for long service leave.</p> <p>For these reasons, OS does not accept the proposal.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		AWU <ul style="list-style-type: none"> In accordance with state and territory LSL acts or eligible at 7 years whichever is better for the employee Payment made at total salary 	
CFMMEU AWU	Clause 16 - Community Service Leave	CFMMEU <ul style="list-style-type: none"> In accordance with NES Employees attending jury duty will be paid on a no loss of earnings basis for the period of jury service, and will refund the Company any amount they receive for attending Employees required to attend to emergencies as part of voluntary work (ie SES, fire brigade, ambulance etc) during the course of their work, shall be paid as if they were at work Maximum 10 consecutive working days each year granted to those eligible for Military Leave, and will be paid on a no loss of earnings basis Other reserve commitments will be in employees own time, however employees may be granted LWOP when such commitments fall on a day they are rostered to work Councillors allowed up to two shifts per month to attend Council meetings, and will be paid on a no loss of earnings basis 	<p>Entitlements above the NES are dealt with by a procedure outside of the Agreement. The OS Employee Handbook and the Human Resources Policy Schedule – Public Service Leave – Australia provides for above NES community service leave entitlements.</p> <p>As this is already provided to Employees as a matter of policy, OS does not accept the proposal.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		AWU <ul style="list-style-type: none"> In accordance with NES, plus: Employees to be paid at total salary for period of jury service, and to refund to company any amount paid for attending jury duty Employees attending emergencies for SES, fire brigade, ambulance etc when would otherwise be working to be paid on a no loss of earning basis. 	
ETU	Clause 17 – Leave to deal with Family and Domestic Violence	ETU <ul style="list-style-type: none"> 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 10 days paid leave for each 12 months of service to deal with family and domestic violence Leave does not accumulate year to year Evidence & confidentiality requirements 	<p>This is a matter dealt with by a policy outside of the Agreement. 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.</p> <p>OS Employees have access to the benefits of this policy that applies to employees in the wider BHP group globally.</p> <p>As this is already provided to Employees as a matter of policy, OS does not accept the proposal.</p>
CFMMEU AMWU ETU AWU	Clause 18 – Issue Resolution Procedure	CFMMEU Full draft clause provided. As a summary: <ul style="list-style-type: none"> Deals with all matters relating to employment, even if not dealt with in agreement Status quo until dispute resolved Representation at all levels Matters to be dealt with at appropriate level without undue involvement of those not directly involved Conciliation and Arbitration available at FWC (or other arbitrator/mediator/ conciliator by agreement) FWC decision binding on parties and those bound by Agreement 	<p>The current union proposals would add unnecessary complexity, reduce flexibility and increase OS' costs. We believe the clause as currently drafted balances the rights of the employer and employee, sets out a fair issue resolution process and is consistent with our objective to deal with matters at the local level to the maximum extent possible.</p> <p>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>

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		<ul style="list-style-type: none"> Company to pay employees on a "without loss of pay" basis to attend all proceedings (other than directions hearings), incl travel and accommodation and meals. <p>AMWU</p> <ul style="list-style-type: none"> Issues may be escalated to the FWC for arbitration without consent of both parties Any party to the Agreement can raise an issue under the issue resolution clause Issues can be raised in relation to matters under the NES, Agreement and as they arise in the course of employment. <p>ETU</p> <p>Full draft clause provided. As a summary:</p> <ul style="list-style-type: none"> Deals with disputes arising under Agreement. NES or in the course of employment 5 step process Either party may refer to FWC arbitration <p>AWU</p> <ul style="list-style-type: none"> Deals with all matters relating to employment, even if not dealt with in agreement Status quo until dispute resolved Representation at all levels Matters to be dealt with at appropriate level without undue involvement of those not directly involved Conciliation and Arbitration available at FWC (or other arbitrator/mediator/ conciliator by agreement) FWC decision binding on parties and those bound by Agreement Company to pay employees on a "without loss of pay" basis to attend all proceedings (other than directions hearings), incl travel and accommodation and meals. <p>Employee Bargaining Representatives</p>	On this basis, OS does not accept the proposal.

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		<ul style="list-style-type: none"> Some Employee Bargaining Representatives have advised they support the CFMMEU proposal. 	
CFMMEU	Clause 19 - Individual flexibility	<p>Full draft clause provided. As a summary:</p> <ul style="list-style-type: none"> IFAs to cover cashing out of annual leave, parental leave arrangements, flexible work arrangements that facilitate workplace diversity, job share arrangements & taking annual leave over longer periods than an employee's accrued entitlement. 	<p>In line with our objective of seeking to make a simple, safety net agreement with our employees, OS will adopt the model clause as set out in the <i>Fair Work Act 2009</i>. Accordingly, OS does not accept this proposal.</p>
CFMMEU ETU	Clause 20 – Management of change / Consultation	<p>CFMMEU Model clause</p> <p>ETU Full draft clause provided as per Record of Meeting 17 February 2021 Appendix 2.</p>	<p>The ETU's proposal is not in accordance with our objective of seeking to make a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries. We believe the clause as currently drafted adequately deals with consultation by referring to the process to be followed to be in accordance with the process that is prescribed in model consultation term in the <i>Fair Work Regulations 2009</i>. This is consistent with the CFMMEU's proposal.</p> <p>On this basis, OS does not accept the ETU's proposal.</p>
CFMMEU AMWU AWU	Clause 21 - Redundancy	<p>CFMMEU</p> <ul style="list-style-type: none"> When the Company is considering redundancies, the Company will first: <ul style="list-style-type: none"> ➤ consider reducing the number of labour hire employees and contractor employees across the operation where the work performed is not considered specialist work ➤ Following this, the Company will offer voluntary redundancies Where a surplus of employees still exists, and cannot be addressed through natural attrition, the surplus will be addressed by: <ul style="list-style-type: none"> ➤ Redeployment of employees to another task within the operation; and 	<p>With respect to:</p> <ul style="list-style-type: none"> Redeployment / transfer – the OS business model and our point of hire approach enables OS to seek alternative employment for employees in the event of redundancy – this seeks to also provide as much certainty as possible to employees about ongoing employment. Voluntary redundancy (VR) – enabling VRs where alternative employment opportunities exist would increase costs and may hinder OS meeting its contractual obligations.

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		<p>➤ Transfer of employees to another operation.</p> <ul style="list-style-type: none"> After all the above steps have been taken, the Company may implement forced redundancies. The selection method for forced redundancies will take into consideration skills mix, individual skills and proficiency, employment record/services and performance Severance pay following termination of Employment for redundancy is equal to three weeks' pay (at the rate the employee would have received if at work, including bonus) for each completed year of service Minimum payment due to employees is four weeks' pay <p>AMWU</p> <ul style="list-style-type: none"> The implementation of a redundancy scheme specific for OS employees <p>AWU</p> <ul style="list-style-type: none"> Provision of voluntary redundancies in the first instance with retraining and redeployment obligations 	<p>We believe the clause as currently drafted adequately addresses redundancy including providing severance pay which is largely consistent with that proposed.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AWU	Paid suspension	<p>CFMMEU</p> <ul style="list-style-type: none"> In circumstances where an employee's conduct may lead to disciplinary action, the Company may suspend the employee without loss of pay during the investigation The appropriate period of any suspension will be determined by the Company The employee will be notified in writing by the Company of their suspension and any progress updates of the investigation to be provided on a regular basis (minimum weekly) The Company will provide reasonable notice of any meetings the employee is required to attend, and will 	<p>This proposal is not in line with our objective of seeking to make a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries.</p> <p>Additionally, section 524 of the Fair Work Act 2009 provides protections in relation to periods of stand down without pay – this does not include circumstances of suspension during an investigation. OS' practice is to stand down any Employee who is being investigated (and where warranted) on full pay. As a matter of procedural fairness, OS employees are entitled to have a support person present in all investigation / disciplinary meetings.</p>

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		<p>arrange return transportation between their place of residence and the mine for attendance at these meetings</p> <ul style="list-style-type: none"> Employees entitled to a representative during any meeting <p>AWU</p> <ul style="list-style-type: none"> Any suspension to be without loss of pay during investigation. Entitlement to representative during all related meetings. 	For these reasons, OS does not accept this proposal.
CFMMEU AWU	Stand down	<p>CFMMEU</p> <ul style="list-style-type: none"> The Company may stand down an employee for part or all of the shift in circumstances such as refusal of duty, neglect of duty, misconduct or if the employee cannot be usefully employed in the employees usual classification because of industrial action In addition to those circumstances above the Company may stand down an employee because of a breakdown of machinery or equipment that has lasted for more than four consecutive working days, or a stoppage of work for any cause that has lasted for more than 14 consecutive days The Company will take all reasonable steps to minimise the need for standing down employees, including where practical, carrying out training Employee s who have been stood down may request to take outstanding leave entitlements, and in the absence of any available leave entitlements, may be stood down without payment Any employee stood down under this clause will continue to have their service recognised for the purposes of continuous service 	<p>OS will consider periods of stand down in accordance with 524 of the Fair Work Act 2009.</p> <p>Accordingly, OS does not accept this proposal.</p>

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		AWU <ul style="list-style-type: none"> Limited to machinery break down or stoppage for any cause of 10+ consecutive days Company to minimize any requirement for stand down through providing training; Employees can take any outstanding leave entitlements or LWOP; Any period of stand down is treated for all purposes, other than payment of wages, as having continuity of service and employment. 	
CFMMEU AMWU AWU	Transport and accommodation	CFMMEU <ul style="list-style-type: none"> For employees who commute, the Company to provide transport outside working hours in line with nominated commute work patters from nominated locations, at a minimum, Brisbane and Cairns to the village, (and return) as well as from the village to the mine (and return) during the roster period For employees who reside in the community, the Company will provide transport from the village to the mine (and return) Where an employee fails to access the company supplied transport at the nominated time and location, an employee will not be paid for any shifts or hours missed as a result, and this may result in disciplinary action against the EE, unless the employee can demonstration that the failure was not reasonably within their control If the employee is required to work extended hours and misses the opportunity for company supplied transport, the Company will arrange transport for the employee Employee receives no payment for travel under this clause 	<p>This proposal would significantly increase costs and put our competitiveness at significant risk.</p> <p>OS offers competitive remuneration and flexible living options to our employees and does not operate a fly in, fly out model. Prospective OS employees are encouraged to carefully consider this prior to accepting employment with OS.</p> <p>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.</p> <p>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</p>

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Raised by	Proposal topic	Proposal description	Company's response
		<ul style="list-style-type: none"> 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 the employee Accommodation allowance yet to be determined for individuals who reside in the local community <p>AMWU (QLD)</p> <ul style="list-style-type: none"> 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. Housing allowance for Moranbah, Dysart and Blackwater residences. <p>AMWU (WA)</p> <ul style="list-style-type: none"> Permanent rooms for employees based at Newman and Port Hedland. <p>AWU</p> <ul style="list-style-type: none"> For commute: <ul style="list-style-type: none"> Company to provide free of charge transport in line with nominated commute work patterns from nearest state capital or regional city (Perth to site) and Cairns to village, and village to mine Non-share village accommodation; Supply of three meals per day; For residential: <ul style="list-style-type: none"> Company to provide transport from village to the mine; Residential allowance payable Where an employee works extended hours affecting ability to access company supplied transport, company will arrange alternate transport. 	<p>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>With respect to employees who chose to live locally being paid a residential allowance in lieu of utilising village accommodation, supply of village accommodation forms part of the contractual arrangement between OS and the assets we service. This means OS is not in a position to 'liquidate' the costs associated with village accommodation and pay this as an allowance. Further, it is a fundamental part of the OS model that employees are able to live where they choose. With this in mind, OS does not agree to fund accommodation for some employees who elect to live in a particular location.</p> <p>For these reasons, OS does not accept this proposal.</p>

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Raised by	Proposal topic	Proposal description	Company's response
		Employee Bargaining Representatives <ul style="list-style-type: none"> Permanent rooms in camp Paid travel time for FIFO employees in the Black Coal Mining Industry 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. Ability to salary sacrifice Alliance flights in/out of Moranbah 	
CFMMEU AWU	Inclement weather	CFMMEU <ul style="list-style-type: none"> Full draft clause provided as per Record of Meeting 17 February 2021 Appendix 3. AWU <ul style="list-style-type: none"> If wet or dangerous weather prevents normal work or results in a shut down then Employees to undertake alternate duties or training or, if training or alternate duties is unavailable will wait in readiness and continue to be paid if wet weather prevents normal work Applies if employees isolated in camp or local community while on roster. If unable to return to camp or local community for any time outside normal rostered shift length, employee to be paid applicable overtime rate. If wet weather prevents travel between camp and place of residence: <ul style="list-style-type: none"> No expectation that employees travel an alternate route; Paid total salary for first two days unable to attend work; Annual leave or LWOP for days thereafter 	<p>This proposal is not in line with our objective of seeking to make a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries and may increase costs.</p> <p>OS has a custom and practice of enabling employees who are at work during inclement weather to complete alternative tasks such as training. Where employees cannot get to work due to inclement weather, they are enabled to take annual leave if they desire.</p> <p>For these reasons, OS does not accept this proposal.</p>

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		<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. 	
CFMMEU AMWU	Accident pay	<p>CFMMEU</p> <ul style="list-style-type: none"> 39 weeks from date of injury of employee's salary plus bonus; Further 39 weeks, 80% of salary plus bonus, or 35 hour rate at ordinary time plus bonus, whichever is greater. Part of week incapacity results in pro-rata payments based on above. Intermittent absences from one injury to be cumulative. Company not to seek to remove itself from jurisdiction of CSMH Act 1999 (Qld) and Workers' Compensation and Rehabilitation Act 2003 (Qld). <p>AMWU</p> <ul style="list-style-type: none"> Accident pay in the agreement that reflects 78 weeks paid as if at work (no loss of earnings). 	<p>Entitlements of this nature are dealt with by a procedure outside of the Agreement. The OS Workers' Compensation Policy provides up to 78 weeks' worker's compensation payments:</p> <ul style="list-style-type: none"> First 39 weeks at 100% of your normal weekly pay; Further 39 weeks at 85% of your normal weekly pay. <p>This is more generous than the accident pay entitlements set out in the Black Coal Mining Industry Award.</p> <p>For these reasons, OS does not accept this proposal.</p>
CFMMEU AWU	Call backs	<p>CFMMEU</p> <ul style="list-style-type: none"> Call back provisions have been provided for in Clause 10 - Overtime of the CFMMEU – QLD's draft Agreement (Record of Meeting 17 February 2021 - Appendix 3) <p>AWU</p> <ul style="list-style-type: none"> Minimum four hours work at OT rate to be paid If job can be performed in less time, no requirement to work the full four hours 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>This proposal as it is not in line with our objective of making a simple, safety net agreement with our employees to maintain the competitiveness of OS across different markets and industries. Additionally clause 7 of the proposed Agreement guarantees an annual salary higher than the amount that would have been payable to an employee under the relevant modern award for the roster they are working and this includes a guarantee for payment for any call backs.</p> <p>Accordingly, OS does not accept this proposal.</p>

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		<ul style="list-style-type: none"> • Paid meal breaks to be an entitlement for OT • Unrostered OT to be paid at double time 	
CFMMEU ETU AWU	Work clothing	<p>CFMMEU / AWU</p> <p>At commencement:</p> <ul style="list-style-type: none"> ○ 5 x shirts ○ 5 x trousers or 5 x overalls ○ 1 x safety boots ○ 1 x winter jacket ○ 1 x light / spray jacket ○ Prescription safety glasses (and spare glasses) as required <ul style="list-style-type: none"> • Items replaced on fair wear and tear basis, incl when damaged, destroyed or lost, at no cost to Employee • Entitlement to six additional items of industrial outer clothing annually • “annual basis” means one year from the anniversary of an Employee’s commencement date with the Company <p>ETU</p> <p>As above and:</p> <ul style="list-style-type: none"> • The Company will provide for soiled clothing to be replaced where excess soiling occurs during the Employees rostered shifts. • The Company will continue to provide overalls for excessive soiled tasks. • The Company will use its best endeavours to source the above work clothing from a suitable Australian clothing company. 	<p>This is a matter dealt with by a procedure outside of the Agreement. The OS Employee Handbook provides for Personal Protective Equipment (PPE) allocations which are largely consistent with that proposed.</p> <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>
CFMMEU AWU	Medicals	<p>CFMMEU</p> <ul style="list-style-type: none"> • Upon notification by the Company, employees will be required to undertake a statutory health assessment in accordance with sections 46 and 47 of the CMS&H Act 	<p>This is a matter dealt with in accordance with the applicable state safety legislation. This is important because OS works</p>

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		<ul style="list-style-type: none"> Where practicable, statutory health assessments will take place during rostered working hours. Where this is not practicable, a payment equivalent to one hour OT will be made to an employee who participates in a statutory health assessment on a rostered day off. Extra payment equivalent to 30min OT will be paid where an x-ray is required Attendance at a health assessment is not considered time worked Where the Company has provided reasonable prior notification to the employee that their statutory health assessment is expiring, the employee will not be able to access the Mine site and will not be paid until the next rostered shift worked an updated statutory health assessment form has been received by the Company The Company will ensure that all necessary costs are met prior to an employee attending Statutory Health Assessment <p>AWU</p> <ul style="list-style-type: none"> Will only be conducted in line with respective state safety legislation Employees can choose to use their own GP and all medicals will be conducted in paid time for all participants (employee and GP) 	<p>across, and the Agreement covers, different jurisdictions in Australia.</p> <p>For this reason, OS does not accept this proposal.</p>
CFMMEU AWU	Representatives	<p>CFMMEU</p> <ul style="list-style-type: none"> 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. Where the Company calls a meeting requiring the attendance of a particular employee, the Company will 	<p>The issue resolution procedure set out in clause 18 already makes it clear that an employee is entitled to a support person / representative. For matters outside of the issue resolution procedure in the proposed Agreement, employees are offered and entitled to have a support person (which may be a union representative) in appropriate circumstances.</p>

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		<p>advise the employee of the purpose of the meeting to allow the employee to nominate a representative</p> <ul style="list-style-type: none"> The Company will consult the employee and their representative to arrange a mutually convenient time The representative will make every reasonable effort to attend the meeting <p>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>OS recognises that union officials/delegates may act in the capacity of support person / representative.</p> <p>We consider this is already adequately provided for and, on this basis, OS does not accept this proposal.</p>
CFMMEU AMWU AWU	Bonus	<p>CFMMEU</p> <ul style="list-style-type: none"> Bonus to be included in the Agreement. <p>AMWU</p> <ul style="list-style-type: none"> \$15,000p.a. fixed bonus, paid weekly. <p>AWU</p> <ul style="list-style-type: none"> Principles of the bonus system to be referenced in the Agreement. 	<p>A fixed bonus would significantly increase our costs, and is not referable to seeking to reward individual performance and effort.</p> <p>OS employees are already eligible to participate in the OS Short Term Incentive Scheme. This is a performance-based bonus which rewards individual effort and excellence.</p> <p>For these reasons, OS does not accept this proposal.</p>
ETU	Electrical safety representatives	<p>The Electrical Tradespeople employed at the Mine will annually elect one permanent Electrical Tradesperson who will be designated the "Electrical Safety Representative". This appointment shall be notified in writing, to the Site Senior Executive.</p> <p>Each Electrical Safety Representative shall, where required, be given the necessary time to:</p> <p>(a) Confer with the Electrical Inspector of Coal Mines whilst this inspector is on site; and</p> <p>(b) Accompany this Inspector on any inspection on site; and</p> <p>(c) Following notification, be permitted to inspect the scene of any onsite electrical accident/incident.</p>	<p>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>On this basis, OS does not accept this proposal.</p>

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		<p>The relevant Supervisor shall be notified of this request by the Electrical Safety Representative.</p> <p>The Company will approve training leave for the Electrical Safety Representative of the Mine to attend an approved annual Electrical Safety Conference</p>	
ETU	Licenses	<p>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.</p>	<p>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>Accordingly, OS does not accept this proposal.</p>
AMWU ETU	Maintenance Allowances	<p>AMWU Tool and trade allowance</p> <p>ETU 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</p> <p>Employees who work in the Maintenance Department and who are required by the Company to provide their own tools will be paid a Tool Allowance of \$2,000 per year.</p> <p>3. Electrical Licence Allowance:</p> <p>Employees who are:</p> <ul style="list-style-type: none"> licensed electricians; and required to perform electrical work; and are required to hold and maintain an electrical license recognized by the Electrical Safety Office; and appointed by the Electrical Engineering Manager, 	<p>This proposal would increase our costs and may put our competitiveness at risk. With respect to:</p> <ul style="list-style-type: none"> 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. 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. <p>For these reasons, OS does not accept this proposal.</p>

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		Shall be paid an Electrical Licence Allowance of \$2,000 per year.	
ETU	Pandemic leave	<ul style="list-style-type: none"> 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. 	<p>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>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>For these reasons, OS does not accept this proposal.</p>
AWU	Income Protection	<ul style="list-style-type: none"> 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 	<p>This proposal to provide for this type of insurance on behalf of Employees would significantly increase costs and put our competitiveness at significant risk.</p> <p>For these reasons, OS does not accept this proposal.</p>