

Operations Services Maintenance Agreement

Record of Meeting

Date: 11 April 2024

Time: Open: 1100 AEST / 0900 AWST. Close: 1133 AEST / 0933 AWST.

Location: WebEx

Attendees: See **Appendix 1**

Agenda

1. Welcome & agenda
2. OS's responses to proposals
3. Bargaining representatives' feedback
4. Next steps

Summary

Introduction

OS shared the agenda for the meeting and advised we had circulated an updated proposed Agreement prior to the meeting.

OS acknowledged receipt of MEU proposals shared prior to the meeting (see **Appendix 2**).

Continued discussions on proposals

OS provided responses to proposals tabled at and since the last meeting:

Raised by	Clause	Bargaining representative proposal description	Company's response
Employee bargaining representative	N/A – Sign on bonus	In addition to the \$5000 sign on bonus, 5000 Big Thanks points to be provided to employees on approval of the EA.	OS has agreed to offer the \$5000 sign on bonus in the next OS Maintenance Agreement ballot, acknowledging the March 2023 ballot and approval process was delayed beyond Employees' fault and in ongoing recognition of Employees support and commitment throughout the bargaining process. OS does not agree to increasing the value of the bonus or to offering additional bonuses such as Big Thanks points.
AMWU QLD	N/A – Sign on bonus	Increase to the sign-on bonus from \$5000 to \$15,000.	
AMWU QLD	7. Remuneration	20% Annual Salary increases over the life of the Agreement (5% a year for 4 years).	OS has agreed to including a guarantee that an Employee's Annual Salary will be reviewed annually and will increase by a total of at least 4% on the Annual Salary paid to the Employee at 30 June each year, inclusive of any increase owing due to an increase in the Above Award Guarantee and/or following the outcome of the Company's annual reward review. This increase is a minimum for an individual and not a maximum for an individual based on individual performance. OS does not agree to increasing the minimum to 5% a year and may reward above the 4% minimum at its discretion.
AMWU QLD	N/A	Retention bonuses as applied in the proposed WAIO Locomotives Drivers Agreement.	Retention bonuses offered as part of the WAIO Locomotive

				Drivers Agreement are specific to that EA noting a unique operating environment and skillset. OS does not agree to offering a retention bonus in the OS Maintenance EA.
	AMWU QLD	20. Accommodation and Travel	The local and residential allowances in the proposed EA to be backdated to March 2023.	Following the March 2023 ballot, OS has increased the value of its offer for the Local Allowance from \$6000 per annum to \$8000 per annum. OS continues to offer these allowances from approval of the EA and does not agree to backdate payment of the allowances to March 2023.
	MEU QLD	10.2(a) Public Holidays	The MEU proposed OS consider expanding clause 10.2(a) to capture the Working Public Holidays - Policy position.	OS has considered this request and proposed a new public holidays clause at 10.2.
	MEU QLD	7. Remuneration	<p>The MEU proposed an alternate remuneration clause:</p> <p>1. Same Job Same Pay</p> <p>1.1 Where an Employee performs work that would be covered by a different enterprise agreement if it were performed directly for the employer covered by that enterprise agreement, and that employer is a significant employer at the enterprise, the Employee is entitled to receive at least the same rates of pay as if that other enterprise agreement applied to their employment (same pay obligation).</p> <p>1.2 The same pay obligation applies notwithstanding an inconsistent term contained in this agreement.</p> <p>1.3 For the purposes of the same pay obligation, "pay" includes all amounts payable to an employee under the relevant enterprise agreement, except:</p> <p>1.3.1 any payment or reward made pursuant to a share ownership scheme; and</p> <p>1.3.2 any payment in respect of expenses incurred by the employee in carrying out the employment.</p>	OS advised it has not changed its position and maintains its remuneration position which enables OS to reward individual experience and performance whilst providing Employees with an Above Award Guarantee of 105% and minimum Annual Salary increases of 4% per annum.
	MEU QLD	N/A Delegate Rights	The MEU proposed a delegate rights clause. The full clause can be found at Appendix 2.	OS has considered its position on a delegate's right clause. The Fair Work Act has provisions now and we do not need a clause prior to 1 July 2024. Accordingly, we do not intend on inserting one.
Bargaining Representatives Feedback	Employee bargaining representatives advised they believe the local and commute allowances should be backdated to the March 2023 ballot and expressed frustration that since this time FIFO employees have been receiving paid flights; however, they have not been receiving benefits.			

	<p>The AMWU (QLD) advised they are disappointed OS has rejected their proposals and suggested backdating the allowances and increasing the sign on bonus are of most importance to their members.</p> <p>The MEU (QLD) advised they are disappointed OS rejected their remuneration claim, suggesting the EA could have been an opportunity to resolve Same Job, Same Pay.</p>
Next steps	<p>OS advised we believe we have taken bargaining as far as we can, and we intend to put the proposed Agreement to a ballot in line with the following timeline:</p> <p>20 – 26 May: Ballot Access Period 27 – 31 May: Ballot</p> <p>OS advised it would share ballot packs with Bargaining Representatives when it notified employees of the ballot arrangement and access period. OS advised we are open to further discussions in May for a final 'page turn' of the Agreement. Bargaining Representatives advised they did not see the need for another meeting and that any further communication can be done via email.</p>

Appendix 1

Attendance List	
Michael Caskey	Technician Maintenance OS
Cassandra Baynton	Technician Maintenance OS
Trevor Hawken	Technician Maintenance OS
James Jeffcoat	Technician Maintenance OS
Mitch Hughes	MEU QLD
Shane Roulstone	AWU
Josh Thornton	AMWU QLD
Rob Hannaford	Manager Maintenance OS
Jess Morkel	Principal Employee Relations
Nicole Elkovich	Principal Employee Relations

Appendix 2

Proposals tabled by the MEU on 11 April 2024

Hi Jess,

Please see below proposed claim/ proposed clause from the MEU for discussion related to Same Job Same Pay. At the last meeting I also flagged that we would be putting forward a claim and draft clause related to Delegate's Rights. The proposed Delegate's Rights clause is also attached for discussion.

Mitch

1. **Same Job Same Pay**

- 1.1 *Where an Employee performs work that would be covered by a different enterprise agreement if it were performed directly for the employer covered by that enterprise agreement, and that employer is a significant employer at the enterprise, the Employee is entitled to receive at least the same rates of pay as if that other enterprise agreement applied to their employment (same pay obligation).*
- 1.2 *The same pay obligation applies notwithstanding an inconsistent term contained in this agreement.*
- 1.3 *For the purposes of the same pay obligation, "pay" includes all amounts payable to an employee under the relevant enterprise agreement, except:*
 - 1.3.1 *any payment or reward made pursuant to a share ownership scheme; and*
 - 1.3.2 *any payment in respect of expenses incurred by the employee in carrying out the employment.*

1 Delegates Rights

In this clause –

union member means a member of an employee organisation of which the workplace delegate is appointed or elected.

workplace delegate means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the organisation who work in a particular enterprise.

Right to represent

- 1.1 A workplace delegate is entitled, on paid time during normal working hours, to represent (including but not limited to in disputes or grievances):
 - a) their union,
 - b) union members, and
 - c) persons eligible to be union members.

Note: the Fair Work Act 2009 (Cth) s 350A(1) provides that an employer may not unreasonably fail or refuse to deal with a delegate, knowingly or recklessly make a false or misleading statement to a delegate or unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate.

Note: the Fair Work Act 2009 (Cth) s 350C(2) provides that a workplace delegate is entitled to represent the industrial interests of union members and persons eligible to be union members, including in disputes with the employer.

- 1.2 Without limiting sub-clause (1), a workplace delegate is entitled to, among other things:
 - a) be provided with information relevant to the exercise of their right to represent. Provision of information to a workplace delegate or provision of information by a workplace delegate to their union will not constitute a breach of confidentiality;

- b) at the election of a union member or a person eligible to be a union member, participate in (including by representing and advocating) any disciplinary or investigatory process;
- c) assist union members and persons eligible to be union members in decision-making.
- d) access to a particular shift, roster or other flexible work changes where necessary to facilitate the exercise of their right to represent during work time;
- e) be released from normal duties for the purpose of the workplace delegate participating in bona fide union business;
- f) represent a member or potential member in a dispute with the site owner or operator;
- g) All other rights provided for in this clause or by legislation;

for the purpose of exercising the rights in (1) above or for related purposes.

- 1.3 For the purpose of clause 1.2e) bona fide union business includes, but is not limited to preparing for, travelling to, attending, or otherwise participating in:
- a) collective bargaining meetings.
 - b) the resolution of any dispute or grievance in the workplace.
 - c) any consultative process.
 - d) any court, or tribunal proceeding which relates to the industrial interests of a member or potential member who works in the same enterprise as the workplace delegate.
 - e) any event or meeting (however described) acknowledge by the rules of the relevant registered organisation.
 - f) any political lobbying delegation organised by the relevant registered organisation and which impacts on the industrial interests of members or potential members of the relevant registered organisation.
 - g) any other bona fide union business.
- 1.4 While a workplace delegate is representing union members or persons eligible to be union members during time which they would otherwise be at work, the employer of the workplace delegate must pay the workplace delegate as if they were at work.
- 1.5 While a workplace delegate is representing union members or persons eligible to be union members during time which they would not otherwise be at work, the employer of the workplace delegate must pay the workplace delegate as if they were at work.
- 1.6 An employer must not:
- a) induce a delegate not to exercise their rights.
 - b) prevent a delegate from participating in collective bargaining.

- c) deal directly with a person who is being represented by a delegate about a dispute, bargaining for a collective agreement, their industrial interests, a disciplinary matter, a performance matter, or any other workplace or industrial matter unless the persons consents, after having had a prior opportunity to consult the delegate.

- 1.7 An employer that is considering changes of an economic, technological or structural nature which may have a significant impact upon employees must consult with the relevant delegates in good faith before a final decision is taken.

Note: Clause X sets out further obligations in relation to consultation on major change.

Right to paid training leave

- 1.8 A workplace delegate has the right to paid time to attend training;
- a) on their role as a workplace delegate;
 - b) on workplace delegates' rights, or
 - c) related to their role in representing their union, union members and/or persons eligible to be union members.
- 1.9 A workplace delegate must be nominated by their union to participate in such training, and the training course must be approved by their union.
- 1.10 An employer and employee association must agree in writing on the total amount of paid time provided to each workplace delegate to attend training, provided that such time must not be less than five (5) days per annum per delegate.
- 1.11 A workplace delegate must give the relevant employer four weeks' notice of the intention to take paid time for training, unless otherwise agreed.

Right to reasonable communications

- 1.12 A workplace delegate is entitled to have communications (including discussions), including during paid time, with their union, union members or persons eligible to be union members in relation to any matter or subject.
- 1.13 For the avoidance of doubt, a workplace delegate's entitlement to communications (including holding discussions) includes (but is not limited to), among other things:
- a) asking a person their union status and to join the union; and
 - b) asking an official or employee of the union to attend the workplace.
 - c) discussing relevant industrial and workplace matters with union members and persons eligible to be union members, including at mass meetings;

- d) addressing new employees and other workers at an induction or at the commencement of their employment or shift; or
 - e) representing or advising an employee or employees, or otherwise discussing, an individual or collective issue, concern, dispute, grievance, disciplinary matter, performance matter or any other workplace or industrial matter.
 - f) participating in bargaining for an enterprise agreement or other communication in connection with such bargaining;
 - g) identifying to [union members] that they are a workplace delegate, including by wearing a badge, apparel, sticker or other mark, or to use a sign, or other forms of communication;
- 1.14 A person who is a union member, or person eligible to be a union member, of a union has the right to have discussions with a workplace delegate that represents them.