

<b>Meeting:</b>	Hastings Deering Enterprise Agreement Negotiations – Meeting # 2		
<b>Meeting Location:</b>	Mackay Entertainment & Convention Centre	<b>Date</b>	Wednesday, 26 <sup>th</sup> May 2021 Thursday, 27 <sup>th</sup> May 2021
<b>Attendees:</b>	<p><b>Employee Bargaining Representative:</b> Ashley Leis (AL), Andrew Hardie (AH), Anthony Morrison (AM), Barrie Mead (BM), Matthew Wilson (MW), Tom Duff (TD), James Halliday (JH), Mark Singleton (MS), Jason Davis (JD), Troy Tschirpig (TT), Shawn Entriken (SE), Joshua Forrest (JFO), Jason Pitt (JPT), Malcolm Rowe (MR), Bronwyn Griffiths (BG), Dion De Luca (DD), Robert Dorward (RD), Sharon Brownsey (SBY), Peter Muiznieks (PMU), Tina Moore (TM), Terry Ahern (TA), Michael Assay (MA), Jeff Neil (JN), , Hayden Smith (HS), Glen Clark (GC), Evan Crisafulli (CS)</p> <p><b>Hastings Deering:</b> Jake Fraser – Chair (JF), Daniel Viero (DV), Shelley-Anne Brace (SB), George Spink (GS), Jason Clery (JC), Peter Marin (PM), Craig Williamson (CW), Michael Bryan (MB)</p> <p><b>Union Representative:</b> Kegan Scherf (KS), Taylor Bunnag (TB), Steve Pierce (SP)</p> <p><b>Apologies:</b> Steve Kidd, Bonnie Field, Brendan Mcdonough, Jason Powell, Jesse Hawke, Craig Moyle</p> <p><b>Guests:</b> Jodie Bubenicek (Wage Guard), Darrell Saunders (HDAL Health Team), Jan Patron (HDAL Health Team)</p>		

**Items Discussed**

Item Discussed	Action
JF – Welcome and Housekeeping. Reviewed agenda for two days.	
MB – Safety Share.	
JF – Reviewed Parking Lot from last meeting.	
Jodie Bubenicek provided a presentation on WageGuard and answered questions in relation to WageGuard (Copy of Presentation attached to minutes)	Jodie - to ask if Underwriter could provide 2 policies – one with base cover; other for employees to opt-in salary sacrifice additional 0.4% for higher cover.
<b>Break for Morning Tea</b>	
JF – Review of Policies	
<b>Salary Sacrifice Procedure – AMWU #32 and IBR #15</b>	
Jake provided procedure and discussed content. Explained that Private Industry is heavily regulated in this area compared to the Public Sector. Restricted around what can do for Salary Sacrifice from ATO. Our current policy provides all the areas that we can in line with ATO guidelines.	JF – Investigate options for RemServ to complete roadshow.
Need to provide more education around current benefits on offer. Company to look at organising roadshow with RemServ. Was also suggested to include what is available as part of the induction process and on OneHD that is easy to locate.	JF - Include PL Procedure in induction and One HD that is easy to find. Summarise benefits of procedure into a one pager.
<b>Parental Leave – IBR #7</b>	
Jake provided procedure and discussed content.	
Policies to be reviewed with time for follow-up discussion tomorrow.	
<b>Counselling &amp; Discipline Procedure – AMWU #16</b>	
Jake provided procedure and discussed content. Was agreed that AMWU will go and review the procedure during caucus and provide feedback.	
<b>Break for Lunch and Caucus</b>	
Welcome Darrell Saunders and Jan Paton	
<b>Non-Work-Related Injuries or Health Conditions and Injury Management and Rehabilitation - AMWU #15</b>	
Jake provided procedure and discussed content. Darrell and Jan discussed and answered questions	

around the procedures to provide clarity around what process is followed for both Work Related and Non-Work-Related injuries.

Request to provide flowcharts in relation to Injury Management. Link to QLD Worksafe web site for advice on how to lodge a claim for a work-related illness/injury.

<https://www.worksafe.qld.gov.au/claims-and-insurance/work-related-injuries/injury-or-illness-first-steps>

JF – Now that we have reviewed the policy matters, we will now spend some time working through some further questions on the IBR, AMWU and CFMEU Log of Claims to help inform our position when we provide feedback on the claim items tomorrow.

#### **IBR #4 – Flex Leave**

Accrual Capped at 20 days and move date to February.

JPT – Christmas coverage, lots of feedback that employees are using all their annual leave for the shutdown and would like to have access to flex leave as a substitute for that period.

DV – Is this consistent with the AMWU intent to move the payout date to February so employees can use for Shutdown? Anything different.

JN – Coverage over Christmas and number of days increased to 20 before payout.

JF – If paid out in 1<sup>st</sup> pay cycle in February is that what looking for?

BM – Most want to use for Christmas don't mind what date after that.

Discussion was held around the level and type of support that the company was offering to all bargaining representatives. Daniel explained that this was requested during the last bargaining meeting in April by independent bargaining representatives (IBR's), and he undertook to review the merit and practicalities of the request. After consideration by the business, an offer to engage the professional services of Peter Richards was extended to all parties of the bargaining process, including to all employee bargaining reps, Unions, and the Company. This offer was extended in conversation and formalised via email. A copy of the written offer was shown to the bargaining group and read out to demonstrate the gesture has been made with absolute transparency to all parties.

Company to consider the question whether it will agree to sharing the billing for Peter Richards in future minutes.

#### **IBR #6 – Flexible Work**

AL - Requested to consider 9-day fortnight. Looking for a clause in EA for local leadership to consult with individuals as in the past given a no.

JF - Current agreement allows for that flexibility, just need to look at local work groups. Have had success in Rockhampton and Underground Coal which we need to leverage off.

#### **IBR #8 – 8.3 – Co-Contributions Superannuation**

JF – in terms of co-contribution, how would this look, are we referring to salary sacrifice?

BM – Employee would contribute to own superannuation 5% and company would contribute 2%.

JF – Understand the concept now, there are a few claims items across the logs re superannuation that we will work through tomorrow.

#### **IBR #13 – Long Service Leave**

SB - Long Service Leave is governed by the separate state and territory Industrial Relations statutes. Where our EA provides for a more beneficial term above the relevant legislation, the term in our EA will apply.

LSL may only be taken in periods not less than:

- Min Coal LSL – 14 day block (Coal LSL requirement)
- Min Non-Coal LSL – 1 week block

#### ***IBR #16 – Training***

DV - Cost of Overtime would be significant and not something we would entertain. Commitment for more face to face but at times will require computer based.

#### ***AMWU # 6 & 7 – NCC & Job Model Committee***

JF – We agree the NCC adds value and delivers good outcomes. With the Job Model we are conscious on the number of forums. Can we look at Job Models as a standing agenda item at NCC?

KS – We will discuss this further during caucus.

#### ***AMWU #13 – Recognition of AMWU Delegate as an Employee Representative for the purposes of the Enterprise Agreement***

DV – we need to understand the specific clauses in the current EA that you are referring to?

KS – Number of elected delegates not recognised by the business. We have issues with the election process. A delegate is a delegate. Our view if elected we notify Jake or Shelley, and they are recognised.

DV – please put some proposed wording forward so we can review.

#### ***AMWU #28 – Default Fund from SunSuper to Australian Super***

JF – Employee currently has full choice of funds. A few years back this was reviewed and AusSuper was unable to provide appropriate coverage across our entire workforce.

KS – We are saying that for apprentices starting their working life with AusSuper you are better off.

JF – Form for choice of fund is provided and if no choice made, goes to default fund.

GS – Why wouldn't AusSuper be open to all HD Employees?

KS – Don't believe it is an issue.

GS – Not available last time

KS – Happy to get advice.

DV – We need to look at the fund that is best for all our employees. Will take away and look into this further

#### ***AMWU #31 – Flex Leave***

Aligned with IBR claim to be able to use flex leave for shutdown. Motivated by end of year shutdown can accrue flex leave have in the bank.

DV – Agreed today to move to pay out to first full pay period in February so can be used for shutdown. Still need to work through the 10 to 20 days.

#### ***CFMEU #2 – Annual Leave***

SP - Our members in Coal Industry should have the same leave. They shouldn't have less because wearing a HD shirt.

JF – This is a common claim across the IBR and AMWU LOC’s, from a cost and coverage impact perspective its not something that we would look at agreeing to.

**CFMEU #4 – Infectious Diseases**

SP – Provide certainty to all. People in chairs could be gone in 3 years. Covid is not going away. The claim is also to protect employees from possible action by the client and to seek to protect the affected employees from having to carry the full costs associated with COVID exclusions.

GS – We need to consider how we responded to these situations, our track record during COVID speaks for itself in terms of how we supported our employees. These matters need to be considered as part of our business recovery plans and policies and consider impact across the entire business.

JF – In order to close on time that’s all the questions we had for today, tomorrow will look at Log of Claim Items, specifically the Non-Financial ones and provide the company’s position on each. In terms of wage claims we will look to hold discussions on these at our June meeting. Any questions before we close out for the day?

**AMWU General Questions/Discussion**

KS – Have some questions around HD Log of Claims. What does the Employee Incentive Scheme look like?

GS –We will look to present this detail at our next meeting. It works for Field Service, small number of KPI’s which employees can influence. All employees can influence on monthly or quarterly but paid out twice a year. June / Christmas

KS – Transparency – other companies where figures change just before paying out.

GS – Would need to build trust and communicate well. Parts/ Service or Department Level. Couple of things still to work through.

JF – We will allocate sufficient time on the agenda at our June meeting to present this in detail.

DV – Would like to extend from 2 days to 3 days next month to keep momentum going.

**Close Day One – 4.53 pm**

**Day 2 – 9am:**

JF – Welcome and Housekeeping. Agenda review for Day 2.

MB – Recognition of Reconciliation Week and Safety Share

JF – As discussed yesterday we will work through Log of Claim matters.

The following table displays a summary of the claims that have been Agreed to in Principle, subject to overall package and those claims which have been parked for further work/consideration. Additional context is detailed in the below table and further commentary follows after the table:

Agreed in principle – subject to overall package	Parked or Unresolved
<ul style="list-style-type: none"> <li>- Company to provide consideration to referencing high level parental leave clause in the EA;</li> <li>- Emergency Service Leave – 3 to 5 day with additional consideration to scope;</li> <li>- Salary sacrifice – RemServ to conduct education sessions;</li> </ul>	<ul style="list-style-type: none"> <li>- Increase to annual leave;</li> <li>- Sick leave cash out;</li> <li>- Increased redundancy payments;</li> <li>- Recognitions of officials for representation;</li> <li>- Travel Allowance – Weipa;</li> <li>- FIFO Allowance Weipa;</li> </ul>

- Consultation – NCC x2 face to face and 2 via Teams (1 per Qtr.), Competency Steering Committee to be a focus at each meeting. LCC – no change however Sharepoint site to be developed with agenda and minutes to be sent to AMWU;
- Flex Leave Cash out to 1<sup>st</sup> full pay period in February and cap lifted from 10 – 15 days;
- Inductions – utilize provisions under current EA and develop local guidelines to support introductions.
- HSR – no change to EA – provide policy which details current arrangements to bargaining representatives;
- AMWU – Governance bodies – agreed subject to capping and calendar;
- Review of waste allowance;
- Undertakings from 2018 – HD to provide proposed wording for review;
- Warehouse Automation – standing agenda item at LCCs and NCC’s
- Term of Agreement – 3 years subject to overall package
- Manufacturing Award – claim dropped from both HDAL and AMWU
- HDAL and AMWU – add and amend claims;
- Competency process – speed up payment – from next fortnightly pay cycle rather than quarterly.

- Employee Incentive Scheme;
- Paid Union Meetings;
- Leading Hand Allowance;
- N/Shift Allowance on weekends;
- Casual Employment;
- Dispute Resolution Procedure;
- Paid Private Healthcare;
- Training paid at O/T;
- Superannuation above SGL;
- Pay out of personal leave on termination

**AMWU #5,6,7 – LCC/NCC/Steering Committee Consultative Matters – Agreed in Principle.**

LCC to remain in current format, with agenda and outcomes to be sent to AMWU when distributed to Employee Representatives. Agenda and Minutes to be placed in a SharePoint to allow for sharing of information across network.

NCC agreed to have 2 face to face and 2 via teams with one meeting per quarter, job model reviews to be incorporated as a standing NCC agenda item.

**HD #1–3 Year Agreement – Agreed in Principle but would be dependent on overall package.**

KS – In principle agree but would depend on the overall package.

**CFMEU #2/ IBR # 5/AMWU #30 – Coal Industry Annual Leave – Parked and Outstanding.**

JF - Due to significant cost and coverage impact would be a significant and not sustainable. For these reasons we are unable to agree to this claim.

SP – Employees working in Coal receiving less than others working in coal.

DV – We can show what our Wages have done and what has been able to be passed on to Customer. We can be transparent and give the whole picture.

***IBR #1 – Cashout of Sick Leave – Parked and Outstanding.***

PM – Will show costing next month. This is a significant cost impact and need to understand if there is some other way rather than cashing out. Could we look at the Employee Incentive Scheme? Is this to reward employees for not taking Sick Leave as concern that employees not taking sick leave would drive people to return to work when still sick.

KS – Agreed with the Companies position. Sick Leave should not be cashed out. Union has clear view that cash out of sick leave not a good idea.

PM – If put in Employee Incentive Plan employees not taking Sick Leave would make Utilisation easier for targets to be achieved.

JN – In line with Fair Work at Employers discretion. I will need to go back and talk about the Employee Incentive Scheme.

***AMWU #4/ HD# – Adjust/Change/Amend/Remove to LOC – Agreed in Principle.***

Purely administrative if need to change anything down the track.

***IBR #4 –Flex Leave – Agreed in Principle (February Cashout/ 15 days).***

In principle agreed to move cashout date to February to allow employees greater use of flex leave. Agreed in principle to lift cap from 10 to 15 days.

***AMWU #10 –Paid Union Meetings – Parked and Outstanding.***

DV - Relationship has changed over the last 12 months and has allowed for greater access and flexibility between the union, company, and employees. Company hasn't prevented access for the purpose of holding discussions. Relationship continues to move in the right direction. Having said this, we can't afford to pay the employees to attend paid meetings during work time, this would have a significant cost impact, and for these reasons we are unable to agree to this claim.

KS – Will need to talk to the group during caucus.

***IBR #5/ AMWU #30 – Annual Leave – Parked and Outstanding.***

JF – Operationally would be a significant cost. Based on cost and coverage impact this is not something that the company would consider.

MR - We started meeting talking about safety and not being able to have a break. With 10 days over Christmas, my wife and I can't have the same time off. By the end of year employees are mentally drained and having time off by self. Asking for an extra 5 days.

DV – Shutdown at end of year is no surprise. There is a large percentage of our workforce that have large leave balances. We have made a concession around flex leave as middle ground; employees could use part of this for shutdown. Move flex pay out for February and have greater flexibility.

***CFMEU #3 – Redundancy– Parked and Outstanding.***

JF - We have reviewed and across industry and other OEM's our current redundancy provisions are very attractive. We will not entertain this increased cost.

SP – If not making anyone redundant, then no concerns. People in coal 3 weeks no cap. If the 3 weeks for each completed year of service is not acceptable then a secondary claim was made for the current redundancy table to remain as contained in the current Agreement but the week pay be at full salary/aggregated rate.

**AMWU #11 –C&D – Parked and Outstanding.**

KS – Position is clear, an official or delegate in these forums is able to provide assistance and advocate. Said we would go away and look at some words or policy changes. Manager has HR support.

DV – This is a small percentage of interactions. The procedure is right maybe 1 or 2 fix order. Can my team do better to execute the policy. Understand it needs to apply in a Just Way. We need to address the core issue. Don't want an individual stood down longer to allow to work through the terms and conditions which is not good for the individual.

DV – Education package for Front Line Leaders to better manage.

JF – Policy review feedback with improvement opportunities.

KS – Have committed to that work.

SP – Policy Feedback. Your policy assumes that all employees have the ability to advocate for themselves. Put in a situation to make a statement that is incorrect on the fly or not say anything. Create issues because didn't defend and found guilty of crime. Would suggest only 20% don't have that ability for various reasons.

**AMWU #12 –Inductions – Agreed in Principle.**

JC – Provisions are already contained in the current EA for introductions, in practice when doing safety and health in inductions take around to area and introduce to Employee Representative in that area.

KS – Existing paragraph not happening, maybe in some but not everywhere. Apprentices at Bellrick Street, business had 60 apprentices was never invited to chat to them. Never invited to meet with a new starter. Happy to work through the logistics.

JC – Procedural issues – do we need to educate our people.

KS – With one new starter not an issue but mass intake like the apprentice intake.

DV – Let me think about it. 1<sup>st</sup> Years Induction is about Safety and not diluting it.

**IBR #23 –Weipa FIFO Allowance – Parked and Outstanding.**

JF – There are cost, and coverage impacts which we need to discuss further with Nathan Billing.

**Break for Morning Tea**

**AMWU #33 – No Loss of Conditions – Parked and Outstanding.**

KS – Administrative clause employees to be better off. Don't accept that not better off by removing the award and a couple of other things like labour hire.

DV – Not the intent with LOC that employees are worse off.

KS to provide some draft wording to incorporate into the current C&D Policy for Company consideration



***IBR #2 / HDAL # 6—Leading Hand Allowance – Parked and Outstanding.***

MB – How do we attract and retain the best leading hands.

MS – Last year, BMA Supervisors were taken by Mines Inspectorate to court and stood down. This is the stuff we sign every day. If hurt someone go to jail lot of things come on our plates. Lots of responsibility – didn't take the increase last time. Lot more responsibility on supervising and WHS.

DV – Fundamentally agree. Hard job – carry risk and people geographically. % and daily rate will be part of the remuneration discussion, we strongly recommend that this is not traded away like it was in 2018 as we need to fix this issue.

***AMWU #21/ IBR#22 – Night Shift Allowance – Parked and Outstanding.***

JD - provided clarity around this claim, nightshift allowance not paid allowance on weekends as paid overtime.

DV – will take on notice, will need to review cost impact in further detail.

***HD #4 –Casuals – Parked and Outstanding.***

JF – Minimum hours is a legislative change. Small number of casuals, Fair Work undertakings last time 3 not 4.

KS – AMWU to review and respond.

***AMWU #8 –Dispute Resolution Procedure – Parked and Outstanding.***

JF – We have reviewed, and the current process works well, we see no reason to change.

KS – Critical claim for us. You say you're a mining company, in their DSP union can raise an issue. There are a number of formal disputes not allowed. Trend to dispute through employment contract not NES or Agreement. Not looking to raise a number of disputes. Number of investigations around safety excessively harsh and not able to dispute. Level the playing field for employees. BMA allow union to raise a dispute. It's not outside the norms.

DV – Let's be clear here, our employees need to raise an issue first.

TB – Appetite to change policy. DSP when not following C&D Policy. If can't dispute policy. Ask for BMA Clause 37 – Employee Relationship. View to change policy wider scope for dispute.

GS – Relationship at NCC is great forum to raise these issues and have discussion.

TB – Not NCC individual disciplinary outcome. FWC dispute mechanism to challenge. Breach of confidentiality if discussed at NCC. NCC Bigger picture but not localised.

KS – Never been able to raise to FWC without raising locally first. Only practically asking for union raise for course of employment.

JF – The majority of issues that are raise are resolved by Leading Hands, our focus needs to be on how we continue to resolve issues at a local level.

DV – Provide us with the draft working so we can review and make an informed decision.



***IBR #9 – Corporate Health Fund – Parked and Outstanding.***

JF – Cost of a corporate health fund would be significant for over 1500 employees plus FBT. We have the benefit of Corporate Health Funds BUPA and Medibank. BUPA has 789 employees with 2244 family members covered with average of 9.5 years for HD employees. Due to the cost impact this is not something we will entertain.

JN – Jason Powell is an apology today, we will need to respond when he is back.

***AMWU #9 – HSE Representatives – Parked and Outstanding.***

PM – Regular meetings with H&S Committee to address concerns has been in place for 18 months. We give Safety Advisor responsibility to formally contact HSE Representative for ICAM Investigations. Has been running and functioning well. Lot of benefits as they are the Subject Matter Expert off the floor. They look at through a different lens. Working quite well.

JF – We have a detailed policy on HSE Representatives and there is significant detail in the procedure. We will circulate this with the minutes.

***IBR #16 – Overtime for Training – Parked and Outstanding.***

DV - Reports that over last 12 months training has lifted. Understand the computer training balance. Reality not all can be face to face. Overtime can't afford when travel to Brisbane. Fundamental cost as have 12 – 18 months to catch up and can't afford.

***AMWU #14 – State Counsel – Parked and Outstanding***

GS – You advised last meeting that you could provide 12 months in advance.

KS – Can provide dates for State and National Council, in only impact 3 employees.

DV – Send us the calendar and we will consider.

***CFMEU #1/ AMWU #19/ IBR #8 – Superannuation– Parked and Outstanding.***

JF - Cost impact on this claim would be significant and is not one we would look at entertaining. We have committed to paying in line with the SGL which we understand is being lifted to 10% from 1 July.

SP – Claim speaks for itself. Raised last time. Back Bench is trying to not pay due to being broke with COVID. Significant numbers will retire with no assistance from government.

DV – Not agreeing to this claim, we will continue to follow government and legislative requirements.

***IBR #17 – Waste Allowance – Agreed in Principle subject to amount.***

DV – Something in principle we can work on, rate will be subject to remunerations package discussions.

***AMWU #20 – Pay out Personal Leave – Parked and Outstanding***

JF – The cost impact would be significant this is an area we will not entertain.

KS to send calendar of events and Company will consider

**HD #9 – Undertakings – Agreed in Principle**

SB – Undertakings to be drafted into the body of the Agreement to avoid argument at time of lodgement with the FWC.

KS – Provide some wording and we will consider.

**Break for Lunch and Caucus**

**AMWU #24 – Warehouse Future Automation – Agreed in Principle – Standing LCC and NCC Agenda Item**

CW– Landscape is going to change, but at this stage we don't know what that looks like. Put as a standing item on LCC and NCC to discuss.

KS – Its about starting the conversation. What the future holds.

JF – for clarification we are not proposing any wording changes in the EA however we agree to have this as standing agenda items at future LCC and NCC's.

**AMWU #32 – Salary Sacrifice Scheme – Agreed in Principle**

For clarification there are no proposed changes to the EA, we will work with RemServ around a roadshow to present what's on offer.

**HD #8 – Competency Standards – Agreed in Principle**

JF – This is around speeding up the payment cycle – how do we move from quarterly to the next fortnightly pay cycle – current arrangements are counterproductive if employee is competent.

KS – We don't see any issues, send us the updated clause for review.

**IBR #10 – Emergency Service Leave– Agreed in Principle – Move from 3 to 5 days.**

PM - Agree to increase from 3 to 5 days. Outside that will treat on a case-by-case basis that is fair and reasonable.

KS – Any chance we can delete names of organisations and just used registered emergency services.

DV – Need to look at the definition and impact that this would have.

**AMWU #3 – Increase Effective Date – Agreed in Principle**

JF – the company's position that any increase would be effective from the date of a successful vote.

KS – will need to review further subject to wages discussion.

**HD #10 – Unincorporate Modern Award – Withdrawn**

**AMWU #2 – Retention of Award – Withdrawn**

**IBR #7 – Parental Leave– Agreed in Principle.**

KS – Suggest wording from BMA Clause 25.

JF – Send through and will review.

Company to provide draft wording for AMWU to consider

TM – Can they also access Flex Leave?

**HD #11 – Labour Hire –we will discuss this one further at our next meeting.**

JF – In order to keep things moving, next meeting will encompass 3 days – 29 & 30 June and 1 July with travel on Monday, 28 June and out Thursday afternoon. Will hold in Mackay at MECC with 9 am start time. Will have dedicated time on the agenda for Employee Incentive Scheme, Labour Hire and Wages.

Minutes will be sent out for review to this group on Tuesday. Please provide feedback by COB Thursday so we can release endorsed minutes Friday.

Thanks to all for a very productive two days and we look forward to seeing you all again next month.

**Close Day Two – 3.10 pm**

END OF MINUTES

Caucus and breaks

Start	Finish	Called by
Day 1		
2.55 pm	3.05 pm	AMWU

End of Minutes