



Coal Services

## **Coal Services Pty Limited (Coal Services) Enterprise Agreement Negotiations – Log of Claims 8 May 2024**

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### **Coal Services Proposal - Without Prejudice**

Coal Services seeks an agreement, to be known as the Coal Services Enterprise Agreement 2024 and serves this log of claims in order to initiate enterprise bargaining. Coal Services seeks the following:

#### **Agreement Length**

##### **Clause 3.1 – Date and Operation**

It is proposed that the Agreement operate from 7-days after its approval by the Fair Work Commission, with a nominal expiry date of 30 June 2027.

In summary, Coal Services is proposing a three (3) year Agreement.

#### **Application of National Employment Standards (NES)**

##### **Clause 3.2 – Date and Operation**

Coal Services was required to provide an undertaking in their CMTS Agreement to clarify the application of National Employment Standards (NES). The current Coal Services Agreement has the same wording, and therefore for the avoidance of any doubt proposes clause 3.2 is changed to:

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

#### **Definitions**

##### **Clause 4.6 Consultation**

A definition for consultation is not required. Coal Services is proposing that this definition be removed as "36 Managing Change and Consultation" provides a definition for consultation - including when, how and who consultation occurs with.

#### **Definitions**

##### **Clause 4.8 CS Health Professionals**

The current definition for "Health Professionals" uses old position titles and refers to positions no longer required within Coal Services Health. It is proposed to change the title of Doctor to Medical Officer and remove D&A Technician and Massage Therapist.

## Definitions

### Clause 4.17 – Total Remuneration Package (TRP)

At present, employees who earn a base salary of \$100,000.00 and over may be subject to salary packaging upon commencement or transfer. Coal Services is proposing that employees classified as T1, T2, Manager C and Manager B are employed under TRP arrangements rather than those earning a base salary of \$100,000.00 or more.

The definition for Total Remuneration Package also includes reference to "c) motor vehicle, where applicable". Coal Services is proposing that "c" is removed as employees who are required to have a motor vehicle are paid an allowance, which does not form part of their total remuneration package.

## Definitions

### New – Week(s)

Addition of definition of week (s) to provide clarity for part time employees. This will remove the need to refer to part time equivalent or pro rata equivalent in multiple clauses.

## Fixed Term Employees

### Clause 8 (d) Employment Arrangements

Coal Services is proposing to amend clause 8(d) to reflect legislative changes made by Fair Work regarding limitations set around fixed term contracts.

## Payment of Salaries and Increases

### Clause 10 - Salary Increases

With affordable maintenance of employment and job security as a key strategic driver at front of mind, Coal Services is proposing the following nominal increases:

Effective Date	Nominal Increase
Seven days after agreement approval	3%
First anniversary of first nominal increase	2.75%
Second anniversary of first nominal increase	2.5%

## Special Rates and Allowances

### Clause 20, 21, 22 Out of Core Hours Allowance, On Site Industry Allowance, On Call Allowance

Coal Services is proposing that these three clauses be rewritten to provide better clarity on the application of these allowances.

Coal Services is not proposing any changes to entitlement or application of these allowances.

## Application of Shift Penalties

### Clause 23.1 Shift Penalty Rates

Coal Services was required to provide an undertaking to clarify the rate of pay for employees who are not "Health Professionals" working outside of core hours to pass the BOOT.

Currently, employees other than "Health Professionals" are paid overtime rates (classification levels 1-5 only) for working hours outside of their core hours.

To ensure this is clear, Coal Services proposes the following change to clause 23.1:

This provision applies only to CS Health Professionals who are rostered to work outside of core hours. For all other employees working outside of core hours, overtime rates as per clause 34 will be applied.

## **Hours of Work and Related Matters**

### **Clause 25 – Core Hours of Work**

To ensure customer expectations are met and we are efficient in our operations, the core hours of work for all employees working in CS Health will be changed to fall between 6:00am and 6:00pm Monday – Friday.

## **Application of Overtime Rates to Casual Employees.**

### **Clause 26.3 (c) Casual Employees**

Coal Services was required to provide an undertaking to clarify the rate of pay for casuals working hours in excess of ordinary hours to pass the BOOT.

Whilst overtime rates for hours worked in excess of ordinary hours are applied for casuals, Coal Services proposes to amend clause 26.3 (c) to include:

If a casual employee works in excess of ordinary working hours, or works on a Saturday, Sunday or public holiday they will be paid in accordance with clause 34.

## **Hours of Work and Related Matters**

### **Clause 26.2 – Part- time employees**

### **Clause 34 – Overtime**

### **Clause 28 – Rostering**

As part of the application for the Coal Services Enterprise Agreement 2022, Coal Services was required to provide an undertaking regarding part-time employee agreed hours and overtime.

When implementing this change to the Agreement, Coal Services received feedback from employees advising that this limited opportunity and flexibility to pick up additional shifts outside of their agreed work pattern due to the requirement for the company to pay overtime.

Coal Services is proposing that overtime only be paid to part time employees where hours exceed 7.25 hours per day, or total greater than 72.5 hours per fortnight.

Clauses 26.2, 34 and 28 will be updated to reflect this arrangement and the requirement of applicable awards to have a written agreement which outlines part time employees' regular pattern of work (number of hours worked each week, days of the week worked, start and finish times).

## **Time in Lieu (TOIL)**

### **Clause 33.2 Time in Lieu**

Currently, the differentiation around eligibility to accrue time of in lieu of overtime and how time off in lieu is accrued (at overtime rates vs ordinary hour rate) is confusing to interpret as it differs based on an employee's classification.

Coal Services is proposing to reword this clause so that eligibility and the application of TOIL is split so employees can read and understand the applicable clause based on classification Level 1-5 and T1,T2, MB & MC.

## **Managing Change / Consultation**

### **Clause 36 – Managing Change / Consultation**

Coal Services is proposing to remove the current clause and replace with the model consultation term provided by Fair Work.

## **Termination / Leaving**

### **Clause 38 – Termination / Leaving Coal Services**

To ensure minimal impact to our operations and customer, it is proposed that notice periods no longer be based on length of service.

In lieu of this, employees will be required to provide one weeks' notice, during their probationary period and four (4) weeks' notice thereafter.

The same notice periods will apply should Coal Services terminate employment for any reason with the exception of a dismissal for conduct that justifies instant dismissal without notice (including but not limited to neglect of duty or serious misconduct).

An additional one (1) weeks' notice will continue to be provided to employees over the age of 45 and has had two (2) or more years' service should Coal Services terminate employment.

## **Public Holidays and Leave**

### **Clause 42 – Annual Leave**

Coal Services currently shuts down for a period of time each year during the Christmas and New Years period. Coal Services is proposing the addition of a shutdown clause to the Agreement to ensure there is no ambiguity around the requirement to take leave during this period, or any other determined shutdown period.

The inclusion of such a clause will ensure employees are provided with four (4) weeks' notice of such proposed shutdown periods to affected employees.

During any shutdown period, employees are required to utilise annual leave.

## **Annual Leave**

### **Clause 42.3 - Annual Leave Entitlement Shift workers (nurses)**

Coal Services was required to provide an undertaking to clarify the annual accruals for nurses who work a seven-day roster and regularly work weekends.

Whilst Coal Services does not foresee Nurses working 7-day rosters with regular weekend work, for the avoidance of any doubt and compliance with the Nursing Award, Coal Services proposes adding the following to clause 42.3:

Any nurse who is employed on a seven (7) day roster basis and regularly works weekends, will be entitled to six (6) weeks annual leave for each year of service.

## **Personal Leave & COVID -19 Self Isolation**

### **Clause 46.2 (b) Personal Leave**

Coal Services is proposing to remove clause 46.2 (b) as it refers to requirements no longer imposed or relevant regarding self-isolation due to exposure to COVID -19.

## **Personal Leave**

### **Clause 46.9 & 46.3 – Personal Leave**

Coal Services was required to provide an undertaking to clarify the amount of notice an employee is required to provide when taking personal leave and how much leave without pay an employee can take should their personal leave credits be exhausted.

To ensure compliance with the NES, Coal Services is proposing the following changes:

46.9 Change "inform their manager as soon as the employee becomes aware that they will not be able to attend work' to "as soon as practicable".

46.3 Add (per occasion) after "two days personal leave without pay where personal leave credits are exhausted".

## **Eligibility for Parental Leave**

### **Clause 61.2 Parental Leave**

Coal Services has changed the parental leave policy which gives employees access to parental leave upon successful completion of probation.

It is proposed that clause 61.2 is updated to "In addition to the Federal Government's Paid Parental Leave scheme, after successful completion of probation, Coal Services will provide the following paid parental leave benefits:".

## **Classifications**

### **Clause 73 – Classifications Committee/ Staffing Principles**

Coal Services proposes the removal of clause 73 from the Agreement in entirety, including references made to the classification committee in 4.9 and 5.1.

In addition to this, Coal Services propose the removal of statement on changes to classification structure at the end of the classification tables on page 47 of the agreement.

The updated version of 36 "Managing Change / Consultation" would be applied should Coal Services wish to make changes to the classification structure and this mechanism would be used to consult with employees and their appointed representative.

## **Other items in current Agreement**

All other items in the current Agreement will remain unchanged.