

DECISION

Fair Work Act 2009 s.185—Enterprise agreement

Alcoa of Australia Limited

(AG2021/8202)

ALCOA OF AUSTRALIA, WA OPERATIONS, ELECTRICAL TRADES ENTERPRISE AGREEMENT 2021

Aluminium industry

COMMISSIONER SIMPSON

BRISBANE, 3 DECEMBER 2021

Application for approval of the Alcoa of Australia, WA Operations, Electrical Trades Enterprise Agreement 2021

- [1] An application has been made for approval of an enterprise agreement known as the *Alcoa of Australia, WA Operations, Electrical Trades Enterprise Agreement* 2021 (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Alcoa of Australia Limited (**the Applicant**). The Agreement is a single enterprise agreement.
- [2] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.
- [3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.
- [4] Noting the undertakings provided, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.
- [5] The Communication Energy Plumbing Union (**CEPU**) lodged a Form F18 statutory declaration supporting approval of the Agreement and giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the **CEPU**.
- [6] The Agreement is approved and will operate in accordance with s.54 of the Act.



COMMISSIONER

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<AE514140 PR736414>

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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1. TITLE

This Agreement will be known as the Alcoa of Australia, WA Operations, Electrical Trades Enterprise Agreement 2021.

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3. INCIDENCE AND PARTIES BOUND

- (a) This Agreement will apply to, and be binding upon, Alcoa of Australia Limited (hereafter referred to as "the Company" or "Alcoa"), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia ("the Union" or "CEPU"), and members and persons eligible to be members of the CEPU who are employed by the Company at its Western Australian (WA) Operations in the job positions referred to in Appendix A of this Agreement or undertaking an electrical/instrumentation apprenticeship (collectively "the Parties").
- (b) For the purpose of clarification, the Company's WA Operations includes the Company's Huntly and Willowdale mining operations and the Pinjarra, Kwinana and Wagerup alumina refineries.

4. OBJECTIVES OF AGREEMENT

- (a) The Parties recognise the need to continue to build workplace arrangements that meet the Company's vision and contribute towards the long-term viability of all WA Operations' locations in a highly competitive international marketplace.
- (b) The objectives of the Agreement are to:
 - (i) maximise the efficiency and prosperity of all WA Operations' locations for the benefit of employees, customers, shareholders and the community;

- (ii) provide a maintenance resource function that supports the production of bauxite and alumina to fully meet customer requirements and specifications. This includes the:
 - A. production of alumina of the highest quality; and
 - B. maintenance of WA Operations' position as one of the lowest cost producers of alumina in the world; and
- (iii) develop and maintain the most productive, co-operative and harmonious working relationships possible.
- (c) The Parties recognise that to fully achieve these objectives it is necessary to develop a working environment in which all employees have a strong commitment to and common identity with the business and its performance. In this environment, emphasis will be placed on team and personal development.

Within the context of team structures, employees must be motivated, empowered and have the skills, knowledge and competence to achieve optimum control of the process and produce outputs of world class quality. This includes the achievement of world class standards in regard to the maintenance of plant and equipment.

- (d) To this end the Parties agree on the following needs:
 - (i) To organise work in a fully flexible manner within the WA Operations. Tradespeople will undertake any jobs or duties as outlined in Appendix A of their job description subject only to the level of their skill, knowledge and competence as well as licensing requirements. There will be no demarcation of work within the maintenance group or with other Alcoa work groups or employees.
 - (ii) To accept that personnel levels are determined solely on the safe, efficient, legal and logical (SELL) principle and must be flexible and tailored to optimise process and cost efficiencies;
- (e) Flexibility of workforce
 - (i) Site E/I coverage will be maintained at or above minimum numbers.

Refineries	Minimum employee #		
	per 12 hour shift		
Kwinana	2		
Pinjarra	2		
Wagerup	2		

(ii) The employees bound by this Agreement guarantee to provide minimum manning requirements at all locations. Responsibility for ensuring that shift coverage is provided rests with the E/I tradespeople.

- (iii) Subject to consultation with those affected, to accept and co-operate with the introduction of new plant and equipment as an essential requirement for the long-term viability of the operations and the achievement of the objectives outlined in Subclause (b) above.
- (iv) To remove all other restrictive work practices to ensure:
 - A. Total flexibility in the movement of employees within WA Operations;
 - B. Flexibility in the number of people doing particular jobs and in the arrangement of work between employees in a particular work team or operating area, subject to safety considerations;
 - C. That subject to the limits of their skill and competence, employees undertake their whole job, even where this requires working beyond or outside normal rostered hours. The intent is to work towards a reduction of additional hours such that, in general, employees would work a standard 36-hour week. However, there will continue to be instances of unexpected process disruptions and peaks in workload requiring additional hours and/or supplementary shifts. The Company undertakes to work with the teams and employees to reduce the sources of these disruptions and to ensure an equitable distribution of additional hours across the workforce;
- (v) For all employees to commit to and constantly seek improvements in efficiency, quality, safety, housekeeping and the work environment in line with Alcoa Business Systems;
- (f) Consistent with this Clause, the parties agree that a high priority must be placed on the need to train, retrain and develop employees so as to broaden and advance their skills, grow their potential and meet the needs of changing technology and customer requirements.

5. AVAILABILITY OF LABOUR

In the event of a stoppage of operations, the Company may nominate sufficient employees to be available to ensure that, the plant can be closed down over a 48 hour period. The Company will advise the relevant union(s) in relation to this close down.

6. PRINCIPLES OF AGREEMENT

The following principles will govern the relationship between the Parties in their joint management of the aims of this Agreement.

(a) The Parties referred to in Clause 3 of this Agreement accept and acknowledge the structures, responsibilities and accountabilities of each other.

- (b) The Parties commit to creating a safer workplace and a more viable and competitive enterprise.
- (c) It is the duty of all Parties to promote the development of trust, understanding and motivation within the enterprise.
- (d) Honesty, mutual respect and a business-like attitude and behaviour will prevail at all times.
- (e) Every employee will be treated fairly and equitably in an environment that fosters communication, involvement and teamwork.
- (f) The parties to the Agreement are committed to respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family or carer responsibilities, pregnancy, religion, political opinion, national extraction or social origin. In this regard, the Company is committed to complying with section 351 of the *Fair Work Act 2009*.
- (g) A free exchange of relevant information and ideas will prevail at all times.
- (h) There will be opportunity for involvement by employees, through the appropriate structures, in all matters which affect them.
- (i) Where this Agreement refers to Company policies or job descriptions, as amended from time to time, those policies or descriptions shall be as set out in the Controlled Document System ("CDS") as controlled documents. Such policies and descriptions shall be available in electronic form to those with access to the network, or may be provided in hard copy form on request where such access is not possible. Updates and amendments to any of the policies and job descriptions referred to in this Agreement and stored and controlled in the CDS will not occur unless the relevant Union site convenors and Union officials have had the opportunity to become involved in the proposed changes.
- (j) The terms and conditions of the Personal Accident Policy Accident and Health Insurance shall be applicable to eligible employees during the term of this Agreement.
- (k) The terms and conditions of the Alcoa Employee Assistance Program shall be applicable to eligible employees during the term of this Agreement.

7. DATE OF OPERATION AND TERM OF AGREEMENT

- (a) This Agreement will come into operation seven days after the Agreement is approved by the Fair Work Commission and will have a nominal term of four years.
- (b) The Parties recognise the importance of monitoring the effectiveness of this Agreement and will consult each other on its operation as necessary.

(c) The parties will commence negotiations for a new Agreement 3 months prior to the nominal expiry of this Agreement.

In the interest of efficient negotiations, where agreement in principle is reached between the parties prior to the nominal expiry of this Agreement, the rates of pay outlined in the new Agreement will apply from the date of in principle agreement, provided that the following conditions are met:

- (i) The date of in principle agreement between the parties is mutually agreed and confirmed in writing by the Company and the Union;
- (ii) The in principle agreement is endorsed by the parties, and a joint communication from the bargaining committee (Company, Union and Employee bargaining representatives) is issued to employees who are eligible to vote on the Agreement; and
- (iii) The majority of employees who cast a valid vote approve the Agreement the first time the Agreement is put to a vote.

If the conditions of this clause 7 (c) are not met, including if the Agreement is voted down by eligible employees, the rates of pay outlined in the new Agreement will apply from the first full pay period on or after the commencement of the new Agreement, or the date otherwise specified in the new Agreement.

- (d) During its life, the rates of pay contained in this Agreement will not be subject to any increases arising from a Minimum Wage Order or other wage related decisions of Fair Work Commission.
- (e) In the event this Agreement is terminated prior to its nominal expiry date pursuant to Subdivision C of Division 7 of Part 2-4 of the *Fair Work Act 2009*, the provisions of the Aluminium Industry Award 2020 will apply in full to employees covered by this Agreement.

8. CONTRACT OF EMPLOYMENT

8.1 Fortnightly rostering

Except as otherwise provided, employees will be rostered to work on a fortnightly basis.

8.2 Scope of Work

Employees will perform work as defined in Appendix A of this Agreement in any area of the WA Operations locations as the Company may, from time to time, reasonably require. Consistent with this, employees will competently and safely undertake any work and utilise any tools or equipment for which they have the necessary skill, knowledge and training, provided that any licensing and other statutory requirements are met.

8.3 Attendance

- (a) An employee is expected and required to attend work during normal rostered hours and to work any additional hours that are necessary to efficiently and fully undertake his or her whole job as part of the work team in accordance with the objectives of this Agreement outlined in Clause 4 and the job descriptions in Appendix A of this Agreement.
- (b) Except in the circumstances specified in Subclause (c) below, an employee may not be absent from work on any normal rostered day or shift without prior approval of their immediate Supervisor to do so.
- (c) An employee not attending for duty, except on approved paid leave (e.g. approved personal leave or annual leave) will lose pay for the actual time of non-attendance.

8.4 Termination of Employment

(a) Except in the case of a casual employee, employment may be terminated by either party giving notice in writing at any time in accordance with the following table or by the payment by the Company or forfeiture by the employee, as the case may be, of the pay the employee would have received for the period of notice.

Period of Continuous Service	Period of Notice	
Less than 1 year	One week	
More than 1 year, but less than 3 years	Two weeks	
More than 3 years, but not more than 5 years	Three weeks	
More than 5 years	Four weeks	

An employee who is over 45 years of age and has at least two years' continuous service with the Company is entitled to an additional one week's notice of the termination of their employment by the Company.

- (b) This will not affect the right of the Company to dismiss any employee without notice for serious misconduct and in such cases payment will be made up to the time of dismissal only.
- (c) Where an employee has given or been given notice, he or she will continue in employment until the date of expiration of such notice. An employee who, having given or been given such notice, is absent from work without reasonable cause during this period (proof will lie with the employee), will be considered to have abandoned employment and will not be entitled to payment for work done within that period.
- (d) In addition to payment for outstanding leave entitlements, employees who are covered by this Agreement and retire or resign, shall be entitled to:

- payment of long service leave loading on accrued long service leave benefits; and
- payment of annual leave loading on accrued annual leave benefits,

on the basis that:

- this benefit does not apply to employees terminated for misconduct; and
- the rate of payment is inclusive of the relevant shift allowance.

8.5 Other Requirements

It is a term and condition of employment that an employee:

- (a) uses protective clothing, footwear and equipment provided for specific circumstances;
- (b) complies with all relevant occupational health, safety and welfare standards and regulations determined by the Company, recognised or as prescribed by Government or other Statutory Bodies;
- (c) ensures that the workplace and equipment are kept in a clean and safe condition;
- (d) will at all times comply with the Resolution of Issues procedure set out in clause 19 of this Agreement; and
- (e) will complete timesheets (manual or electronic) to confirm attendance.

8.6 Job Share Employment

Subject to operational and individual requirements and relevant Management approval, opportunities may be available for job share arrangements. The part time provisions in Subclause 8.7 below are to apply in this instance.

8.7 Part-time employment

- (a) A part time employee is one who is engaged as such and who works normal rostered hours of less than 36 per week.
- (b) The rostered hours of work for part time employees will be agreed in writing with the particular employee or employees concerned.
- (c) Payment for part time employees will be made on a pro rata basis for the job concerned in line with the appropriate payments in Clause 10 of this Agreement.
- (d) Part time employees shall accrue entitlements to annual, long service and personal leave on a pro rata basis. Payment whilst on paid forms of leave, or in regard to public holidays, will be made for the contracted hours that would otherwise have been worked.
- (e) Any bonus or incentive payments shall be made on a proportionate basis.

(f) The term "pro rata" means the proportion of contracted hours worked per week to the normal 36-hour week.

8.8 Temporary Additional Labour

The parties have agreed to the following terms for the engagement of temporary additional labour:

(a) Limited Term Employees

- (i) A limited term employee is an employee engaged by Alcoa for a designated time period or work project as agreed between Alcoa and the employee.
- (ii) At the time of engagement, such employees will be notified in writing that the employment is on a limited term basis.
- (iii) Limited term employees will accrue annual and sick leave for the period for which they are engaged. The benefits and conditions of the Alcoa Extended Sick Leave Policy will apply only for the term of engagement.
- (iv) A limited term employee will receive the appropriate rate of pay pursuant to Clause 10 and any applicable shift allowance.
- (v) Each limited term employee will be provided with a termination date (e.g. the designated time period or work project) at the time of employment. For either party to terminate the employment contract prior to this date, 2 weeks' notice must be given (or the amount referred to in the provisions as set out in Subclause 8.4 above, which remain applicable).
- (vi) Where there is a position held by a limited term employee for greater than 12 months, the Company will fill that position with a permanent employee, unless the limited term employee is backfilling for an existing permanent employee who is absent and is expected to return to the position.

(b) Casual Employment

- (i) A casual employee is one engaged directly by Alcoa and paid as such and whose employment may be terminated upon two weeks' notice.
- (ii) At the time of engagement such employees will be notified in writing that the employment is on a casual basis.
- (iii) A casual employee for working ordinary time will receive an hourly pay rate, plus a loading of 25%. This hourly rate is based on 90% of the Electrical/Instrumentation ("E/I") Technician rate for the work being performed, for a 36-hour week, and is to include any relevant shift premium. For continuous service (where a service gap does not exceed 3 months) greater than 6 months the hourly rate will increase to 95% of the E/I Technician rate for the work being performed.

- (iv) Casual employees will not be entitled to payment for public holidays or to the benefits of paid annual leave, personal leave, bereavement leave, parental leave, notice of termination of employment, voluntary or involuntary redundancy pay or voluntary early retirement pay, or any other benefits from which casual employees are excluded under this Agreement or the National Employment Standards ("NES").
- (v) Where there is a position held by a casual employee for greater than 12 months, the Company will fill that position with a permanent employee, unless the casual employee is backfilling for an existing permanent employee who is absent and is expected to return to the position.

9. PAYMENT

- (a) All pay will be made fortnightly by electronic transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.
- (b) Upon termination of employment, all pay owing to an employee will be paid into the nominated account on the day of termination or on the next working day.
- (c) When a public holiday falls on the Monday prior to the fortnightly electronic transfer of pays into nominated accounts, funds will be transferred one business day later than normal.
- (d) On or prior to pay day, the Company will make available to each employee through electronic means, the total amount of pay to which he or she is entitled, details of any deductions made and the net amount paid.
- (e) The Company will, within the limitations of the payroll system, deduct from pay owing to an employee such amount as is authorised in writing by the employee.

10. RATES OF PAY

10.1 General Principles

- (a) The pay rates expressed in Subclause 10.2 below provide for all conditions of employment in the Company. With the exception of the fire crew allowance, the payments relating to shift work prescribed in Clause 12 (Shift Premium Payments) and the other payments provided for in this Agreement, no allowances, loadings or premiums of any form will be paid.
- (b) The pay rates expressed in Subclause 10.2 below relate to the job positions that are specified in Appendix A of this Agreement. The pay rates associated with these job positions relate to compensation for the performance of the whole job.
- (c) Employees who:

- (i) are fully trained and competent to perform all aspects of their job position will be paid at 100% of the pay rate prescribed for that job position in clause 10.2 below; and
- (ii) have relevant electrical/instrumentation or ETE (engineering tradespersonelectrical) trade certificates but are not fully trained and competent to perform all aspects of either the Electrical Fitter, Instrument Fitter or Electrical/Instrument Technician job position;

will:

- (iii) be paid a rate ranging from 90% to 100% of that prescribed for the relevant job position in clause 10.2 below; and
- (iv) move toward the full pay rate prescribed for the relevant job position as they successfully complete the training involved (as per the training progression CDS document 2051-1751), demonstrate the skills associated with one of these Job Positions and gain the know-how and capability to competently perform all aspects of it.

Progress from entry to 100%, involving six-monthly increments, will be subject to no refusal to train or participate in work activities, application of skills acquired and ultimately the individual's ability to pass the necessary TAFE, or equivalent, examinations and assessments.

This Subclause is intended to be read in conjunction with Clause 16 (Skill Acquisition and Training).

10.2 Rates of Pay

(a) Employees who are fully trained and competent to perform all aspects of their job position pursuant to Subclause 10.1(c) above will be paid the following annual rates of pay:

Base Salary	Commencement of agreement	12 months thereafter	24 months thereafter	36 months thereafter
E/I Technician (Single Trade)	\$114,429	\$117,862	\$121,398	\$122,612
E/I Technician (Dual Trade)	\$114,429	\$117,862	\$121,398	\$122,612
Leading Hand (E/I Single or Dual Trade)	\$119,007	\$122,577	\$126,254	\$127,517
Senior E/I Technician (Dual Trade)	\$119,888	\$123,485	\$127,190	\$128,461
Leading Hand (Senior E/I Dual Trade)	\$124,684	\$128,425	\$132,277	\$133,600

Shift Premium Payments	Commencement of agreement	12 months thereafter	24 months thereafter	36 months thereafter
10.3 Hr Shift Premium (STD 2 panel)				
E/I Technician (Single Trade)	\$29,749	\$30,641	\$31,561	\$31,876
E/I Technician (Dual Trade)	\$29,749	\$30,641	\$31,561	\$31,876
Senior E/I Technician (Dual Trade)	\$30,825	\$31,750	\$32,703	\$33,030
10.3 Hr Shift Premium (WG 3 Panel)				
E/I Technician (Single Trade)	\$21,096	\$21,729	\$22,381	\$22,604
E/I Technician (Dual Trade)	\$21,096	\$21,729	\$22,381	\$22,604
Senior E/I Technician (Dual Trade)	\$21,868	\$22,524	\$23,200	\$23,432
10.3 Hr Shift Premium (HU 2 Panel)				
E/I Technician (Single Trade)	\$29,748	\$30,640	\$31,560	\$31,875
E/I Technician (Dual Trade)	\$29,748	\$30,640	\$31,560	\$31,875
12 Hr Shift Premium (5 Panel)				
E/I Technician (Single Trade)	\$32,622	\$33,600	\$34,608	\$34,954
E/I Technician (Dual Trade)	\$32,622	\$33,600	\$34,608	\$34,954
Senior E/I Technician (Dual Trade)	\$34,210	\$35,236	\$36,293	\$36,656
12 Hr Shift Premium (Mining – WD)				
E/I Technician (Single Trade)	\$27,960	\$28,799	\$29,663	\$29,959
E/I Technician (Dual Trade)	\$27,960	\$28,799	\$29,663	\$29,959

Leading Hands receive the shift premium payment in accordance with the applicable roster and their base classification.

Allowances	Commencement of agreement	12 months thereafter	24 months thereafter	36 months thereafter
Mining Allowance	\$2,765	\$2,848	\$2,933	\$2,963
Health Allowance	\$2,782	\$2,865	\$2,951	\$2,980
E Special Licence Allowance	\$3,307	\$3,407	\$3,509	\$3,544
E Special Licence Allowance Restricted	\$1,654	\$1,704	\$1,755	\$1,773
HV Level 3 Operator Allowance	2.4% of base	2.4% of base	2.4% of base	2.4% of base
Fire Team Allowance	\$3,439	\$3,542	\$3,648	\$3,685
Fire Team Leader Allowance	\$6,098	\$6,281	\$6,469	\$6,534

Supplementary Shift Rates	Commencement of agreement	12 months thereafter	24 months thereafter	36 months thereafter
Supplementary Shift 8 hr (E or I)	\$832	\$857	\$882	\$891
Supplementary Shift 8 hr (Dual)	\$871	\$898	\$925	\$934
Supplementary Shift 10.3 hrs (E or I)	\$946	\$974	\$1,003	\$1,013
Supplementary Shift 10.3 hrs (Dual)	\$990	\$1,020	\$1,050	\$1,061
Supplementary Shift 12 hrs (E or I)	\$1,102	\$1,135	\$1,169	\$1,180
Supplementary Shift 12 hrs (Dual)	\$1,153	\$1,188	\$1,224	\$1,236

Apprentice Base Salary	Commencement of agreement	12 months thereafter	24 months thereafter	36 months thereafter
Year 1	\$41,194	\$42,430	\$43,703	\$44,140
Year 2	\$49,205	\$50,681	\$52,201	\$52,723
Year 3	\$67,514	\$69,539	\$71,625	\$72,341
Year 4	\$77,812	\$80,146	\$82,551	\$83,376
Adult Apprentice Base Salary	Commencement of agreement	12 months thereafter	24 months thereafter	36 months thereafter
Year 1	\$53,782	\$55,396	\$57,057	\$57,628
Year 2	\$53,782	\$55,396	\$57,057	\$57,628
Year 3	\$67,514	\$69,539	\$71,625	\$72,341
Year 4	\$77,812	\$80,146	\$82,551	\$83,376

Apprentice Shift Premium	Apprentice	Adult Apprentice
Year 1	36%	47%
Year 2	43%	47%
Year 3	59%	59%
Year 4	68%	68%

Apprentice shift premium payments are calculated as a percentage of the payment applicable to a fully trained and competent Tradesperson for the relevant roster.

An Adult Apprentice is an employee who is 21 years or older when they commence their apprenticeship.

- (b) The remuneration entitlements prescribed by this Agreement (including the base salaries, shift premium payments and allowances reflected in the tables above) are applied as follows:
 - (i) 3% increase effective from 13/10/2021.
 - (ii) 3% increase effective from the first full pay period on or after 12 months from the commencement of this Agreement.
 - (iii) 3% increase effective from the first full pay period on or after 24 months from the commencement of this Agreement.
 - (iv) 1% increase effective from the first full pay period on or after 36 months from the commencement of this Agreement.
- (c) Increases to rates outlined above that are beyond the nominal term of the Agreement will be negotiated in a new Agreement.
- (d) The Job Positions relating to each classification are set out in Appendix A. Tradespersons will be prepared to utilise any skills acquired at any lower

classification and undertake any duties falling within a lower classification for which the employee has the appropriate competencies. It is not the intention of the parties to place undue pressure on individuals by demanding that all accountability areas at lower classification levels are carried out every day in every area of work.

10.3 Use of Alcoa Supplementary Labour

- (a) Where Alcoa employees provide labour to perform supplementary shifts they will be paid an all-inclusive flat rate as listed in Subclause 10.2 above.
- (b) The all-inclusive flat rate outlined in Subclause 10.2 above is deemed to be an all-inclusive rate and is paid in lieu of the base rate, shift allowance, penalty rates, compensation for travel and meals and all other allowances and entitlements.

10.4 Mining Allowance Agreement

The Mining Allowance payable under this Agreement is as outlined in Subclause 10.2 above. This allowance is in recognition of employees covered by this Agreement starting and finishing at any work area within their respective mine site (as defined) and the implementation of specific and agreed work practices as attached in Appendix D.

10.5 Staff Relief Allowance

- (a) Where an employee agrees to act in a staff job role that is at a higher job grade than their substantive position:
 - (i) the manager and/or Superintendent will explain the job role, the job grade and the period applicable to the appointment;
 - (ii) for the periods of relief there will be no negative impact on the employee's ability to take leave; and
 - (iii) the employee will receive a Staff Relief Allowance.

The Staff Relief Allowance for acting in a higher job grade role will be at the rate of 5% of the employee's base rate for each job grade above the employee's existing job grade (with proportionate payment for partial job grades).

For example, a Senior EI Maintenance Technician (JG 13.5) relieving a Supervisor (JG 15) would receive an increase of 7.5% (i.e. 1.5 times 5%) of the JG13.5 base rate for the time in the relieving role; and

- (b) Where an employee is requested to relieve in a position that attracts a lower shift allowance, the employee will:
 - (i) retain his/her shift allowance; or

(ii) receive the Staff Relief Allowance described above in Subclause 10.5(a) above,

whichever is the highest.

(c) Any period of relief greater than 72 hours will attract a Staff Relief Allowance for the full period. Any period of relief less than or equal to 72 hours will not attract a Staff Relief Allowance. The relief periods will not be cumulative.

10.6 Superannuation

(a) General

The Company shall make superannuation contributions into any complying fund or scheme at the rate of 14% of the annual base salary prescribed by Subclause 10.2 or where the Defined Benefits Fund applies the equivalent.

If the employee does not advise the Company of their choice of fund, their contributions will be made into the Company's default MySuper superannuation fund.

(b) Frequency

The Company is to make such superannuation contributions for the benefit of an employee on each pay period.

11. ORDINARY HOURS OF WORK

11.1 General

- (a) Ordinary hours will be an average of 36 per week (for a full-time employee).
- (b) The spread of hours or daily hours, or start and finish times may be altered by the Company as to some or all employees from time to time.
- (c) Meal breaks can be varied to accommodate business needs, individual or work group requirements.
- (d) Except in exceptional circumstances, an employee will not be required to work more than five hours without a break. However, where an employee is required to work more than five continuous hours, no additional payment will apply.
- (e) Shift rosters will specify the normal commencing and finishing times of ordinary working hours of each shift. These times may be varied by the Company from time to time.
- (f) The Company will determine the shift rosters which are to be worked by employees and may amend such rosters from time to time to meet operational requirements.

- (g) New rosters may be implemented by the Company following consultation in accordance with Clause 31 (Consultation) of this Agreement.
- (h) Notwithstanding anything else in this Agreement, in emergency situations, and subject to any inductions, training, or exemptions that the Company considers necessary, employees may be required to work, or otherwise assist, at other locations where an event has occurred that has the potential to cause a significant operational impact to the Company's operations at that alternative location.

11.2 Day Workers

- (a) Day Workers Ordinary Hours of Work
 - (i) Ordinary hours of work for Day Workers will be an average of 36 hours per week to be worked on not more than five days in periods of eight hours continuously (except for meal breaks).
 - (ii) The ordinary hours of work shall be worked between 7.00 am and 5.30 pm on Monday to Friday inclusive.
 - (iii) Meal breaks can be varied to accommodate business needs, individual or work group requirements.
 - (iv) Day Workers are entitled to two breaks per day. One meal break (unpaid) of 30 minutes' duration and one rest break (paid) of 10 minutes' duration. The same arrangements will be applied for eight hour supplementary shifts.
 - (v) Except in exceptional circumstances, a Day Worker will not be required to work more than five hours without a break. However, where a Day Worker is required to work more than five continuous hours, no additional payment will apply.
 - (vi) All rostered days off will be scheduled to occur on a Monday unless otherwise agreed by the Company and the affected Day Worker.
- (b) Day Worker Hours of Work Flexibilities
 - (i) The Parties recognise that from time to time the span of ordinary hours of work and/or the hours of work performed per day by Day Workers may need to be varied to meet operational requirements.

When this is required, the Company will first call for volunteers and the personal circumstances of volunteers (such as the location of the employee's residence or caring responsibilities) will be taken into account; however, if volunteers are not forthcoming and/or lack the required skills and abilities, the Company may direct a Day Worker to work varied hours of work at ordinary rates of pay for a period of two weeks up to six times within a twelve-month period.

- (ii) At the commencement of each calendar year (or pro rata) the Company will supply Day Workers with an indicative schedule (which is subject to change based on operational needs) that indicates the periods during the next twelve months that variations to Day Worker span of ordinary hours of work and/or hours of work are anticipated to occur and the group(s) of Day Workers anticipated to be affected.
- (iii) The Company will supply the actual working arrangements for a period of varied hours to the affected Day Workers not less than seven days prior to the commencement of the period of varied hours (provided that nothing prevents the Company and an affected Day Worker from agreeing to a lesser period of notice).

The Company may cancel scheduled varied hours with 24 hours' notice, in which case, the affected Day Workers will be given the option to work the scheduled varied hours or return to their usual roster.

- (iv) During each period of varied hours:
 - A. the work will be performed at times specified by the Company between 5:00am and 7:30pm, Monday to Friday, inclusive;
 - B. the work will be performed at ordinary rates of pay;
 - C. the affected Day Workers may be required to work shifts of up to 12 hours (not including a 30-minute unpaid meal break);
 - D. the hours to be worked by affected Day Workers will be managed to provide for a total of 72 hours of work during the two-week period and will be arranged at the discretion of the Company to meet operational requirements;
- E. for the purposes of clarity, the 72 hours of work referred to in Subclause D. above does not include any supplementary shift worked by an affected Day Worker or additional time worked by an affected Day Worker pursuant to Clause 25 (Additional Time) of this Agreement;
- F. where the arrangement of hours results in the affected Day Worker being owed time (e.g. because they have worked a single 12-hour shift as part of the varied hours), the hours owed to the affected Day Worker will be granted as time off (in blocks of four or eight hours wherever possible) on another rostered shift during the two-week period (unless the Company and the affected Day Worker agree to alternative arrangements); and
- G. where possible, the Company will schedule any time off on a day immediately preceding (where possible in the afternoon) or following a weekend or rostered day off.

For the purposes of this Subclause, an 'affected Day Worker' shall mean any Day Worker required to work flexible hours of work for a particular period of varied hours as contemplated by this Subclause.

- (c) Permanent Changes to Day Workers Ordinary Hours
 - (i) The Company may require Day Workers to permanently transfer rosters (including from Day Work to Shift Work) with the provision of 10 business days' notice up to twice in a twelve-month period.
 - (ii) Other than where Subclause 11.1(h) applies (which pertains to emergencies), the Company may permanently change the start and finish times of each Day Worker within the span of ordinary hours of work for Day Workers up to twice per year per Day Worker to meet operational requirements following the provision of 10 business days' notice to affected Day Workers.
 - (iii) The Parties can agree to a permanent change to the span of ordinary hours of work of one or more Day Workers and/or the total number of hours worked on a single day by one or more Day Workers provided the total number of hours worked by the Day Worker/s doesn't exceed an average of 36 hours per week. The salary payable for any new roster will be calculated in accordance with clause 13(c) of this Agreement.

11.3 Shift Workers

- (a) Shift Workers Ordinary Hours of Work
 - (i) The Company will determine the shift rosters which are to be worked by Shift Workers and may amend such rosters from time to time to meet operational requirements following consultation in accordance with Clause 31 (Consultation) of this Agreement and notice of 14 days to affected Shift Workers. Shifts will be worked by such method and at such times as the Company requires.
 - (ii) The normal rostered hours of work for Shift Workers will not exceed twelve in any one day and an average of 36 hours per week over the shift cycle, inclusive of paid meal breaks.
 - (iii) Except in exceptional circumstances, a Shift Worker will not be required to work more than five hours without a break. However, where a Shift Worker is required to work more than five continuous hours, no additional payment will apply.
 - (iv) Shift Workers performing 12 hour shifts will be entitled to three paid meal breaks. One meal break of 30 minutes and two crib breaks of 10 minutes. However, these breaks can be varied to accommodate business needs, individual, or work group requirements.

- (v) Shift Workers performing 10.3 hour shifts will be entitled to two paid breaks. One meal break of 30 minutes and one crib break of 10 minutes. However, these breaks can be varied to accommodate business needs, individual, or work group requirements.
- (vi) Subject to Clause 14 (Meal Breaks Outside Normal Hours and Rest Periods) Subclause (c), a shift worker will be required to have a minimum of a 10-hour break between shifts.
- (b) Shift Worker Hours of Work Flexibilities:
 - (i) Shift Workers may be required to transfer between shift panels for a period of between one day and three months up to two times per year, on a pro rata basis from the commencement date of this Agreement, provided:
 - A. the cumulative total of transfer period per twelve-month period does not exceed three months;
 - B. the Shift Worker works no more than an average of 36 hours per week;
 - C. the Shift Worker will be given a start date and an end date of transfer;
 - D. if the Company wish to extend the transfer this will be classified as one instance;
 - E. where a Shift Worker is transferred between panels, the transfer will be arranged to avoid a debt of hours for the affected Shift Worker;
 - F. there shall be no negative impact on employees' right to take preapproved leave on either crew for the duration of the transfer;
 - G. except at regular change-over of shifts, a Shift Worker will not be required to work more than one normal shift in each 24 hours.
 - (ii) A Shift Worker may be required to work a different start and finish time up to six times per year, pro rata'd from the commencement date of this Agreement.
- (c) Permanent Changes to Shift Worker Rosters

The Company may require Shift Workers to permanently transfer rosters and/or panels (including from Shift Work to Day Work) with the provision of 10 business days' notice no more than two times per twelve-month period (more changes may be worked by mutual agreement).

12. LOCATION CHANGES

- (a) To meet the operational requirements of the business, employees may be required to temporarily transfer to sites other than their usual work location. Volunteers will genuinely be sought at first instance, including from multiple work groups or locations. Where there are insufficient volunteers, the Company may direct suitable employees to work at a site other than their usual work location. In doing so, the Company will have regard for the location of the employee's residence, and will, wherever reasonable, endeavor to select employees who will be minimally impacted by increases in travel distance.
- (b) As an example, some of the operational requirements that may trigger the use of this clause include but are not limited to:
 - shut downs (e.g. valve changes, boiler shuts, calciner shuts);
 - power distribution work (e.g. substation maintenance, switchboard repair and maintenance, transformer repair and maintenance);
 - gas systems maintenance;
 - DCS maintenance and upgrades (including PLC's);
 - major breakdowns;
 - project work; and
 - unplanned absence of Electrical personnel.
- (c) The transfer of employees to another site will occur in accordance with the following:
 - (i) A transfer may be for a period of up to one month (unless otherwise agreed between the Company and the relevant employee).
 - (ii) Where the Company seeks to implement a transfer, the Company will first call for volunteers with 7 days' notice (unless otherwise agreed between the Company and the relevant employee).
 - (iii) The Company may elect to not accept any volunteer it considers does not have the necessary skills or qualifications that will be required for the work to be performed during the transfer.
 - (iv) Where there are more volunteers than required for the transfer, the Company will select the employees to be transferred.
 - (v) Where insufficient employees with the required skills or qualifications volunteer for a transfer, the Company may instruct an employee to transfer, on no more than one occasion per year, having regard to:
 - A. the skills or qualifications that will be required for the work to be performed during the transfer;
 - B. the personal circumstances of employees;

- C. the Company's Fatigue Management Policy; and
- D. the number of occasions on which the employee has (voluntarily or otherwise) been transferred in the preceding 12 months.
- (vi) Employees must attend their transfer destination directly, provided that the travel time between the employee's residence and the transfer destination does not exceed one hour each way.
- (d) During the period that an employee has been transferred, the employee will:
 - (i) if the position in which they are working while transferred is a lower job grade, have their existing base salary and, where applicable, shift premium payment maintained; or
 - (ii) if the position in which they are working while transferred is a higher job grade, be paid the base salary and, where applicable, shift premium payment, as applicable to that higher job grade which will apply for the duration of the transfer.
- (e) The Electrical Nominee at the receiving location will be notified of the transferring employee prior to the transfer occurring.
- (f) There will be no impact on pre-approved leave for a transferring employee's usual crew as a result of that employee being transferred.
- (g) A transferring employee's position will not be made redundant while the employee is temporarily transferred. The employee will return to their pre-existing shift and position (if both still exist).
- (h) Employees temporarily transferring to another location under the provisions of this Clause 12 will be provided with the required tooling to perform their tasks at the receiving location.
- (i) Employees who temporarily transfer under the provisions of this Clause 12 will be provided with reimbursement for any travel beyond the travel required to attend their normal work location at the cents per kilometre rate published by the Australian Tax Office on 1 July each year (provided they are using their personal vehicle).
- (j) The Company and the Union will regularly review these arrangements with a view to the following:
 - (i) Whether they are being used?
 - (ii) If they are being used, have they proven valuable to the Company and the employees involved?
 - (iii) Have there been any detrimental impacts on employee leave?

(iv) Are there any general logistical issues (e.g. tooling, inductions) that need to be improved?

13. SHIFT PREMIUM PAYMENTS

- (a) For working normal rostered shifts, employees will receive an annual shift premium payment as specified in Subclause 10.2 above (which is calculated in accordance with Subclause (c) below).
- (b) For the purpose of this Clause, "rostered shifts" means the shifts established by the roster for each particular system of shift work including, where applicable, rostered shifts on weekends and public holidays.
- (c) A single annual shift premium payment for each particular shift roster pattern will be calculated by the Company using a formula based on the number and length of regular afternoon and/or night shifts (if applicable) as well as rostered weekend and public holiday shifts worked by an employee over a 12-month period.

In calculating the annual shift premium payment, the following monetary amounts will be used:

Shift Premium	Commencement	12 months	24 months	36 months		
Calculation	of agreement	thereafter	thereafter	thereafter		
12 hour rotating night shift allowance per	\$63.15	\$65.04	\$67.00	\$67.67		
shift						
Saturdays - 0.5 times the appropriate hourly rate						
Sundays - 1 times the appropriate hourly rate						
Public Holidays - 1.5 times the appropriate hourly rate						

Note: the appropriate hourly rate relates to the relevant pay rate specified in Subclause 10.2 above for the employee concerned divided by the standard hours of 36 and then by 52.

Note: the reference to 12 hour rotating night shift in the table above does not indicate an intention by the Company to introduce a permanent night shift.

- (d) These annual shift premium payments will be:
 - (i) made in respect to periods of all approved paid leave; and
 - (ii) made on a pro rata basis for short periods of shift work (with the exception of supplementary shifts worked in accordance with Clause 20 (Supplementary Labour) of this Agreement, which shall be paid as a "flat amount").
- (e) The annual shift premium payments relating to any new shift patterns which may be introduced during the term of this Agreement will be calculated by the

Company using the same method adopted to calculate the shift premium payments as set out in Subclause 10.2 above.

14. MEAL BREAKS OUTSIDE NORMAL HOURS AND REST PERIODS

- (a) An employee who works for more than 1.5 hours before or after working normal day or shift hours will be entitled to a paid meal break of twenty minutes. Further paid meal break entitlements of twenty minutes will accrue after each four hours of work outside normal hours, provided work continues after such subsequent meal break.
- (b) The Company and an employee may agree to vary these arrangements to meet particular work requirements.
- (c) Every endeavour will be made to provide employees with a ten-hour break between work periods, unless a shift is worked by arrangement between the employees themselves. However, individual employees and the Company may agree to a minimum break between work periods of not less than eight hours to meet particular work requirements.

15. TRAVELLING ARRANGEMENTS

There will be no payment for travel except in the following circumstances.

- (a) Where an employee is required to temporarily attend another work location rather than their normal location during normal work hours (i.e. not in circumstances of a permanent change in work location) using a private vehicle, he or she will be reimbursed for the costs involved at the rates specified in Alcoa's Travel Reimbursement Policy. Such reimbursement will be for each kilometre travelled, less the kilometres the employee would have driven had he or she travelled to and from their normal work location on that occasion.
- (b) The current travel rates applicable to Subclause (a) above are contained in Alcoa's Travel Reimbursement Policy.
- (c) These rates are reviewed by the Company periodically having regard to the movement in the vehicle mileage rates published by the Australian Taxation Office which are associated with the deduction of car expenses for income tax purposes. However, the rates will not be less than the rate applicable as at the time this Agreement is made.

16. SKILL ACQUISITION AND TRAINING

(a) Progression within the pay structure (as outlined in Subclause 10.1 above) and the payment increases pursuant to Subclause 10.2 above are subject to ongoing compliance with this Clause 16. The Parties are committed to the continual development and implementation of structured training programs. This is consistent with the requirement for employees to acquire and utilise broader and

more advanced skills so as to undertake the expanded range of functions associated with the whole of job concept. This involves equipping employees with the skills necessary to undertake any tasks provided it is safe, efficient, legal and logical to do so. This upskilling, including training and maintaining of licences, will be paid for by the Company.

- (b) All employees will be given the opportunity to participate in training programs and, through the acquisition and utilisation of skills, to seek progression within the pay structure. Such training will be subject to the Company's current and future operational needs, the availability of training resources and plant safety considerations as well as the skills profile and desires of employees.
- (c) The training programs are provided by the Company and conducted through a combination of external, formal in-house and structured on-the-job training. Where appropriate, it is intended that such programs conform with national standards.
- (d) Subject to Subclause (g) below, before being considered for progression or upgrading, employees are required to complete the necessary training modules and successfully demonstrate competence in the skills involved.
- (e) Where an employee or prospective employee believes he or she already has the skills required to progress to a higher level or position, he or she may be formally assessed against the specific competency standards and, if successful, be credited with the competencies involved.
- (f) An employee may be required to undertake relevant trade training or provide training support where competent.
- (g) Subject to licensing requirements, employees will utilise all the skills they have acquired, irrespective of their job position.
- (h) All approved skills training will be undertaken without deduction of pay and during normal working hours.
- (i) Training will be provided to ensure tradespeople are able to perform maintenance duties within their classification on gas systems. This training includes gas safety & awareness, equipment familiarisation, supervision requirements and documentation to work as a Supervised Gas Fitter. All work must be completed to trade standard. Notification of all works performed must be communicated to the Supervising Gas Fitter for the respective gas appliance. The minimum notification will be an entry into the shift log before the end of that shift. (Notification format will be detailed at the relevant training session & may vary based on work scope & location requirements).
- (j) It is the responsibility of each E/I tradesperson to complete all folders (with online assessments) included in E/I trades profile (includes mandatory environmental, health & safety and trade specific) before their expiry date. It is

management's responsibility to schedule time to perform this training. Reports will be generated to assist with compliance. However, to ensure completion, employees must not unreasonably refuse to undertake training where time has been provided. Computer skills training will be provided on a needs basis to facilitate completion of such training.

(k) While the primary objective of the Alcoa workforce is to perform maintenance duties, this shall not restrict their ability to perform non-maintenance related tasks to enhance job satisfaction, skill development and the efficiency of the process.

17. LEAVE ENTITLEMENTS

All leave entitlements prescribed under the National Employment Standards (NES) are available to employees. Where there is any inconsistency between the following provisions and the NES, employees will be entitled to the greater entitlement (i.e. provisions below or NES), subject to no 'double-dipping' in any form.

17.1 Annual Leave

- (a) Employees, other than casuals and seven-day shift workers, are entitled to 4 weeks of paid annual leave for each year of continuous service.
- (b) Seven-day shift workers are entitled to 5 weeks of paid annual leave for each year of continuous service.
- (c) A seven-day shift worker is a shift worker who is regularly rostered to work on Sundays and public holidays, and is a shiftworker for the purpose of the NES.
- (d) Where a gazetted public holiday, or "Alcoa day" fall(s) due during a period in which an employee is on annual leave and constitutes a working day(s) or shift(s) that the employee would otherwise have worked, the normal hours associated with that day(s) or shift(s) will not be deducted from his or her accrued leave entitlement.
- (e) During periods of leave, employees will continue to have their normal fortnightly pay made directly into their nominated account pursuant to Subclause 9(a) of this Agreement. This will include their Clause 10 (Rates of Pay) payments (including shift premium payments where applicable). Alternatively, employees may choose to receive their annual leave payment in advance of going on such leave.
- (f) In addition to normal pay, employees will be entitled to a loading on paid annual leave equivalent to one week of their Clause 10 (Rates of Pay) base salary for each calendar year of continuous service in accordance with existing practice. This leave loading will be paid in full when the first period of at least two weeks' leave is taken in any calendar year. If no single period of two weeks' leave is taken, the loading will be paid in the last pay prior to Christmas of the year in which it becomes due.

- (g) Upon termination of employment, this loading will be made on a pro-rata basis for service undertaken in the current calendar year. If payment of the loading had already been made for that year, the proportion of that loading relating to the residual of the calendar year after termination will be deducted from final payments due to the employee.
- (h) The Company will consider an employee's request to take annual leave in advance, before the entitlement has accrued. Upon termination of employment, if the employee owes the Company an amount for annual leave taken in advance, the equivalent amount will be deducted from final payments due to the employee
- (i) Employees engaged to work supplementary shifts do not accrue additional leave for the hours worked. Additionally, employees on annual leave will not be entitled to nominate for and work supplementary shifts.
- (j) Annual leave entitlements will accrue through each year of service and the up-todate entitlement will be communicated to the employee on each pay advice.
- (k) Annual leave entitlements will accrue during periods when an employee is absent from work on long service leave, paid personal/carers leave, annual leave, public holidays, paid bereavement leave, paid training leave, paid parental leave or jury leave.
- (l) Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service include:
 - (i) any absence with reasonable cause, proof of which shall be upon the employee.
 - (ii) any leave without pay taken with the agreement of the Company.
 - (iii) Unpaid parental leave.
- (m) The Company may direct employees with excessive leave balances to take annual leave.
- (n) A direction by the Company to take excess annual leave:
 - (i) will not require the employee to take any period of paid annual leave of less than one week;
 - (ii) will be of no effect if it would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
 - (iii) must not be inconsistent with any leave arrangement agreed by the Company and the employee.
- (o) The Company may direct the employees to take paid annual leave during any period where the company shuts down the business or part there-of.

- (p) The employee may be able to seek approval to exceed the excessive threshold limits of annual leave, on a case by case basis.
- (q) Annual leave balances are considered excessive if an employee has more than twelve weeks' annual leave for the terms of this Agreement. On the nominal expiry of this Agreement, the threshold for excessive leave will reduce to ten weeks' annual leave.
- (r) Employees may elect to cash out some of their annual leave accrual subject to the following conditions:
 - (i) Each cash out is made by a separate agreement in writing between the Company and the Employee and can not exceed four weeks per annum.
 - (ii) The Employee must retain annual leave accruals equivalent to one year's accruals after the cash out (i.e. 4 weeks for day workers and non-continuous shift workers and 5 weeks for continuous shift workers).
 - (iii) The Employee will be paid the amount payable as if the leave had been taken.
 - (iv) The Company cannot compel an Employee to cash out annual leave.

17.2 Personal Leave (also known as 'sick leave' and 'carer's leave')

- (a) Personal leave can be taken for one of the following reasons:
 - (i) because the employee is unfit for work because of personal illness or injury to the employee concerned (hereafter referred to as "sick leave"); or
 - (ii) to provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of a personal illness or injury affecting the member or an unexpected emergency affecting the member (hereafter referred to as "carer's leave").
- (b) An immediate family member includes:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

(c) Entitlement

(i) An employee, other than a casual employee, absent from work on account of personal illness or injury will be entitled to personal leave, equivalent to 80 working hours per annum. New starters will be credited with this entitlement upon commencement.

(ii) Payment while on personal leave will include the employee's normal Clause 10 (Rates of Pay) pay rate (including shift premium payments - where applicable). Payment of any shift premium may be reviewed in the case of extended absence.

(d) Accumulation of Entitlement

Whilst employment with the Company remains continuous, personal leave entitlements will accumulate from year to year so that any leave not taken in one year may be taken in any subsequent year. The up-to-date entitlement will be communicated to the employee on each pay advice. Accumulated personal leave will not be paid on termination of employment with the Company.

- (e) Notification and Approval of Personal Leave
 - (i) An employee will inform their appropriate Supervisor as soon as practicable of his or her inability to attend for work and the anticipated duration of the absence.
 - (ii) An employee may be required to provide evidence that would satisfy a reasonable person that he or she was unable, on account of illness or injury, to attend for duty on the day or days for which personal leave is claimed.
 - A. Where an employee, who has in the relevant personal leave year already been allowed leave in respect of two single day absences, claims paid personal leave in respect of any other day, such an employee will not be entitled to payment for the day claimed unless he or she produces a medical certificate certifying that he or she was unable to attend for duty on account of personal illness or injury on that day).
 - (iii) A medical certificate prepared after the illness or injury will normally not be accepted. A certificate should be obtained as early as possible in any period of illness/injury and the employee's appropriate Supervisor notified of the anticipated duration of the absence as soon as possible.
 - (iv) In the instance where a medical certificate is required and cannot be obtained for an absence of 2 days' duration or less, an employee may present a signed statutory declaration in lieu of a medical certificate. An assigned template in CDS is available for this purpose (AUACDS-2046-744). Alternatively, a statutory declaration template from an external source can be utilised on the condition that it contains the following information:
 - A. Occupation
 - B. Reason for absence (i.e. personal leave or carer's leave)

C. Dates of absence

D. Reasons why a medical certificate could not be obtained

Failure to include all of the required information may result in the statutory declaration being rejected.

(f) Workers' Compensation

- (i) An employee will not be entitled to paid sick leave for any period in respect of which he or she is entitled to Workers' Compensation.
- (ii) Employees will be paid in accordance with the Workers' Compensation and Injury Management Act 1981.

(g) Extended Sick Leave

- (i) An employee may apply for extended sick leave for a period of medium to long term absence on account of personal illness or injury. Where an employee requires an extended period, more than 21 days, inclusive of personal leave taken prior to application, they may apply for extended paid sick leave under the Alcoa Extended Paid Sick Leave Policy provisions (detailed in Appendix E). The policy will offer within its terms and conditions up to 104 weeks of extended sick leave. Whilst on such leave, an employee will be paid 100% of his or her base rate of pay for the first three months, and 85% of their base pay thereafter.
- (ii) Employees will only be paid for approved extended sick leave from the 22nd day of their absence arising from illness or injury (i.e. for the first 21 days, the employee will be required to utilise personal leave, other paid leave or unpaid leave).
- (iii) No allowances or shift premium payment shall be payable whilst an employee is absent on approved extended sick leave.
- (iv) Employees working restricted hours or light duties as part of a return to work program will be paid at 100% of that employee's base rate and the applicable shift premium payment for those hours worked on shift.

17.3 Domestic Violence

The Company's Domestic and Family Violence Policy supports employees who are the victim of domestic violence, or who are caring or supporting a member of their family or household who is a victim of domestic violence.

17.4 Bereavement Leave

(a) An employee, other than a casual employee, will be entitled to a maximum of three working days paid bereavement leave. The employee's Department

Manager in conjunction with the Human Resources Consultant has the discretion to extend the period of paid bereavement leave, if necessary. Such bereavement leave is applied as follows:

- (i) on each occasion of the death in Australia of an immediate family or household member; and
- (ii) on each occasion the employee travels overseas in connection with the death outside Australia of one of the persons specified in Subclause (i) above.
- (b) In the event of the death overseas of a person specified in Subclause (a)(i) above, an employee will be entitled to two working day's paid leave if the employee does not travel overseas in connection with the death.
- (c) Payment on Bereavement Leave will include the employee's Clause 10 (Rates of Pay) payments (including shift premium payments where applicable).

17.5 Parental Leave

- (a) Parental leave shall be subject to existing Company policy (applicable as at the time the Agreement is made) and the NES. In summary, the current parental leave provisions for eligible employees are as follows
 - (i) Maternity Leave A period of up to 16 weeks paid leave proximate with or immediately following the birth of a child for eligible female staff with a further entitlement of up to 36 weeks' unpaid leave.
 - (ii) Paternity Leave A period of paid leave of not more than one week of seven calendar days beginning within one week of the child's date of birth or adoption for eligible employees, with a further entitlement of up to 51 weeks' unpaid leave.
 - (iii) Adoption Leave A period of six weeks paid leave for an eligible employee who is a primary caregiver, with a further entitlement of up to 46 weeks' unpaid leave.
 - (iv) Payment of parental leave will be at the employee's appropriate Clause 10 (Rates of Pay) payments (including shift premium payment where applicable).

17.6 Jury Leave

The Company recognises employees' obligations to serve on juries. Employees will be granted paid leave for normal hours that would otherwise have been worked, provided proof of jury attendance is given.

17.7 Long Service Leave

Employees covered by this Agreement will be entitled to long service leave in accordance with the Alcoa Long Service Leave Conditions Award 1980 (an award of the Western Australian Industrial Relations Commission).

(a) Main Provisions

- (i) Employees are entitled to 13 weeks paid leave after 10 years' continuous service and a pro-rata entitlement to 9.1 weeks after 7 years' continuous service.
- (ii) Payment for periods of leave to be as if the leave had been worked (i.e. base and shift allowances if applicable).
- (iii) A loading of 3 weeks' pay, at the employee's Clause 10 (Rates of Pay) base rate, will apply for each 13 weeks of paid long service leave taken in accordance with existing practice. If less than 13 weeks' entitlement of long service leave is taken, the appropriate pro rata payment for the leave and leave loading will be made.
- (iv) For the purposes of this clause, employees engaged to work supplementary shifts do not accrue additional long service leave for the hours worked.
 - Additionally, employees on long service leave will not be entitled to nominate for and work supplementary shifts.

(b) Extended Long Service Leave Flexibility

- (i) Subject to consultation and agreement with the employee's Area Coordinator, an employee may apply to double the duration of a period of long service leave. This process of consultation and agreement will initially focus on ensuring that Department labour requirements are not impacted on adversely.
- (ii) This provision will be administered by actioning a payment equivalent to the number of weeks long service leave entitlement utilised only. For example, 6 weeks of accrued long service leave entitlement may be extended to 12 weeks leave for 6 weeks of pay.
- (iii) This provision is restricted to the taking of a minimum of 4 weeks long service leave over 8 weeks and a maximum of 6 weeks long service leave over 12 weeks. Furthermore, this entitlement is restricted to one request for each employee per calendar year.

17.8 Public Holidays

(a) Employees, other than casuals and shift workers, shall be granted gazetted public holidays in the state of Western Australia, plus "Alcoa Day", which originated

- from the Alcoa World Alumina Australia (Western Australia) Award 2003, without deduction of pay.
- (b) Shift workers will be rostered on to work public holidays in accordance with their rosters and the shift allowance provides compensation for this.
- (c) By agreement between the company and the majority of employees in a particular work area, other days may be substituted for any of the public holidays provide for in this Agreement.

18. PAY RECORD

The Company will keep a record from which can be readily ascertained the name of each employee, his or her job position and pay rate and other payments made each fortnight.

This record will be open for inspection to a duly accredited Union Representative exercising rights of entry during normal office hours at each of the Alcoa locations covered by this agreement.

19. RESOLUTION OF ISSUES

19.1 Dispute Settlement

- (a) Any dispute relating to matters arising under this Agreement (including in relation to the Memorandum of Understanding related to Apprentice intake as signed by the Company and the Union), other than a matter arising from subclause 19.7 below; or
- (b) the National Employment Standards;

will be settled in accordance with the following procedures.

19.2 Representation

An employee who is a party to the dispute may appoint a representative for the purposes of these procedures at any or all stages.

19.3 Internal Dispute Settlement Procedure

- (a) Stage 1 In the first instance, the party raising the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and their immediate supervision.
- (b) Stage 2 If the dispute is not resolved through (a) above within two business days (or any other agreed period), the dispute will be the subject of discussions between the employee(s) and the next level of Company authority.
- (c) Stage 3 If the dispute is not resolved through (b) above within two business days (or any other agreed period), the dispute will be the subject of discussions

between the employee(s) and other appropriate Company representatives. A period of up to five business days will be allowed for this stage (or any other agreed period).

(d) Stage 4 - If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission. Such referral must occur within five business days of the end of the five-day period provided for under (c) above. If the dispute is not referred within five business days, the dispute shall be automatically deemed to be withdrawn from the dispute resolution process and the dispute shall be at an end.

19.4 Fair Work Settlement Procedure

The Fair Work Commission will deal with the dispute in two stages:

- (a) the Fair Work Commission will, at first instance, attempt to resolve the dispute through conciliation (except for disputes raised pursuant to Subclause 19.7(f) below, which may be immediately referred for arbitration if the parties agree to bypass the step of conciliation); and
- (b) if the Fair Work Commission is unable to resolve the dispute through conciliation, the Fair Work Commission will arbitrate the dispute and make a determination.

Subject to any right of appeal, the parties to the dispute agree to be bound by a decision made by the Fair Work Commission.

19.5 Ongoing Performance of Work

While the parties are trying to resolve the dispute using these procedures an employee must continue to perform his or her work as directed unless he or she has a reasonable concern about an imminent risk to his or her health or safety or if status quo obligations are applicable.

19.6 Status Quo Obligations

The parties agree that where a dispute is raised under this Clause the following status quo arrangements will apply:

- (a) Disputes related to Clause 11 (Ordinary Hours of Work), Clause 25 (Additional Time), and the Leading Hand and Level 3 HV Switching roles, will not be subject to status quo.
- (b) Disputes related to other matters

For disputes not contemplated by Subclause 19.6(a) above, the status quo (that is the situation that existed immediately prior to the issue that gave rise to the dispute) will be observed until the dispute is referred to the Fair Work Commission for resolution (this will be subject to strict compliance with the

timeframes for referral), and the Fair Work Commission convenes a conciliation conference. The parties will observe the status quo until close of business of the day the initial conference is held, after which the Company can implement its proposed course of action.

(c) Capacity to seek interim Order for Status Quo

While a dispute is being dealt with under the dispute resolution procedure the Union may apply to the Fair Work Commission for an interim order imposing the status quo (that is the situation that existed immediately prior to the issue that gave rise to the dispute) for a period of up to eight weeks after the application for the interim order or such longer period as the Fair Work Commission may determine. Such an interim order will only be made if the Fair Work Commission is satisfied that:

- (i) there is an arguable case that the course of action is not either safe, or legal, or reasonable; and
- (ii) the balance of convenience favours the grant of the interim order.

All relevant parties must participate in the dispute resolution procedure to try to resolve the matter quickly and efficiently, and arrange and attend meetings without unnecessary delay. If any party fails to comply with these obligations and an interim order has been made pursuant to this Subclause 19.6(c) the other party may apply to the Fair Work Commission for the status quo to be suspended or revoked. The Fair Work Commission is authorised to determine any such application.

19.7 Disciplinary Action

- (a) Employees may be disciplined by either a written warning, suspension without pay or dismissal. Other forms of disciplinary action may be applied by agreement between the parties.
- (b) Where the incident involves two or more employees, such employees may be segregated and/or their duties modified until an investigation takes place. This may be requested by either party.
- (c) The employee(s) involved in an incident may be stood down on normal pay and conditions whilst an investigation takes place.
- (d) The Company will conduct the investigation into the incident as expeditiously as possible.
- (e) If in the Company's opinion dismissal is warranted, the employee will be provided with an opportunity to respond to the reasons for termination prior to termination being confirmed.

(f) Except in circumstances of summary termination, if the Company takes a decision to dismiss the employee and notifies the employee of that decision the matter may be referred directly to the Fair Work Commission by the Union within five business days from the notification.

In respect of such a dispute:

- (i) The Fair Work Commission will at first instance convene a conciliation conference to assist the parties resolve the matter. This step may be bypassed if agreed to by both parties.
- (ii) After the initial conciliation, either party may unilaterally progress the matter to arbitration.
- (iii) The Fair Work Commission will, in arbitrating the dispute, have regard for the criteria as set out in s.387 of the *Fair Work Act 2009* and relevant principles as recognised by the Fair Work Commission when considering whether a dismissal is harsh, unjust or unreasonable and/or the remedy to be applied if the dismissal is found to be harsh, unjust or unreasonable.
- (iv) The employee will continue their employment and will continue to receive their usual pay and conditions until an expedited hearing is conducted and decision provided on whether the decision to dismiss the employee is harsh, unjust or unreasonable (the amount received by an employee pursuant to this sub-clause (iv) cannot exceed one months' pay beyond the statutory notice obligations in the NES).
- (v) Should the Fair Work Commission find that the decision to dismiss is not harsh, unjust or unreasonable, the Company may act on that decision and terminate the employment relationship.
- (vi) Subject to any applicable appeal rights, the parties agree to abide by the decision of the Fair Work Commission.
- (vii) The provisions of this Subclause 19.7(f) will only apply to employees who have completed the minimum employment period as defined by the *Fair Work Act 2009*.

19.8 Site Union Representatives

Such accredited representatives may, during their rostered hours of work, become involved in the following without loss of pay or entitlement:

- (a) grievances/disputes at their specific location;
- (b) disciplinary matters at their specific location;
- (c) terminations at their specific location;

- (d) meetings with Company representatives at their specific location;
- (e) Fair Work Commission proceedings (as appropriate); and
- (f) meetings of Site Union representatives as agreed between the parties.

20. SUPPLEMENTARY LABOUR

- (a) Supplementary work will only be offered to Alcoa employees based on:
 - (i) operational needs and skillset; and
 - (ii) a fair and equitable roster system.
- (b) Employees will be given the option of nominating themselves as being available to complete supplementary shifts on specific rostered days off.
- (c) Employees who have nominated themselves as being available to complete supplementary shifts during the relevant period may be offered supplementary shifts. On being contacted by the Company, an employee may decline the offer of such supplementary shift without giving any reason.
- (d) An employee who accepts a supplementary shift but who is unavailable for any reason to attend for such a supplementary shift shall give notice to their Supervisor as soon as possible.
- (e) Where a supplementary shift is cancelled, the Company will attempt to contact the employee and advise of the shift cancellation.
- (f) Where contact has not occurred and the employee has presented for work or the employee has not been given more than 12 hours notification, either:
 - (i) the employee will be given other duties in accordance with their skills, competency and training and paid for the full supplementary shift, in the nominated area; or
 - (ii) the employee can elect to not work the shift and will be released without payment.
- (g) Supplementary work performed pursuant to this clause will be paid at a flat rate as prescribed in Subclause 10.2 of this Agreement.
 - Given that supplementary work is to be paid work, shift re-rostering arrangements will not apply to supplementary shifts (i.e. the supplementary hours are to be worked in addition to normal rostered hours).
- (h) Except in exceptional circumstances, supplementary shifts undertaken pursuant to this clause shall be for a full shift (e.g. 12 hours, 10.3 hours, or 8 work hours + 0.5 hour unpaid lunch break).

In such circumstances where only part of a shift is completed, payment shall be made for the hours worked.

- (i) No employee shall be compelled to nominate themselves as being available for any supplementary work pursuant to this clause.
- (j) The principles and processes outlined in this clause may not apply in the case of additional hours/shifts required in relation to training, union meetings, safety meetings and the like subject to the discretion of the Company. In such cases, refer to other relevant clauses of this Agreement.
- (k) For the avoidance of doubt, if a dispute relates to the application of this clause it is expressly agreed by the parties that the status quo requirements of Subclause 19.6 shall not prevent or delay the performance of such work.

21. ACCOMMODATION AND CONVENIENCES

- (a) The Company will provide eating, drinking, washing, sanitary, first aid and other medical facilities and conveniences that meet the requirements of the appropriate Western Australian State Legislation and Regulations.
- (b) The Company will provide, at some reasonably convenient place near to each workstation, a suitable locker for each employee or hanging facilities which provide reasonable protection of employee's clothes.

22. CLOTHING, EQUIPMENT AND TOOLS

Where an employee is required by law or by the Company to wear or use any protective clothing or equipment, including prescription safety glasses, the Company will provide such items. Where these items are not provided, the Company will reimburse the employee for the reasonable purchase of such clothing or equipment.

23. REDUNDANCY

23.1 No Forced Redundancy Commitment

- (a) Subject to there being no major closures or shutdowns there will be no forced redundancies for the nominal term of this Agreement.
- (b) The Company may offer employees covered by this Agreement redundancy at its discretion.
- (c) If the Company has called for voluntary redundancies and is oversubscribed, preference in the offering of voluntary redundancy will be given to Employees with longer service, provided that this would not impact on the Company's ability to operate its business safely and efficiently.

23.2 Redundancy Entitlements

- (a) An employee accepting redundancy will be provided with a severance package as outlined below.
 - (i) A minimum of four weeks' notice will apply.
 - (ii) Subject to Subclause 23.2(b) below, a severance payment calculated in accordance with the following cumulative formula:
 - A. Four weeks' pay, irrespective of years of service; and
 - B. For the first five years of continuous service 2.5 weeks' pay for each completed year of service and pro-rata payment for any partially completed year of service;
 - C. For the sixth to tenth year of continuous service 3 weeks' pay for each completed year of service and pro-rata payment for any partially completed year of service; and
 - D. For the eleventh and subsequent years of continuous service 3.5 weeks' pay for each completed year of service and pro-rata payment for any partially completed year of service.
- (b) Notwithstanding Subclause 23.2(a)(ii) above:
 - (i) employees with at least five years continuous service will be entitled to receive a severance payment equating to 20 weeks' pay, if that amount is greater than the amount calculated pursuant to Subclause 23.2(a)(ii) above.
 - (ii) The severance payments payable to employees will be capped at a maximum of 70 weeks' pay.
 - (iii) In the event of forced redundancy (which can only occur following a major closure or shutdown) the severance payments cap of 70 weeks will not apply.
- (c) For the purposes of this sub-clause, "pay" shall be defined as the base salary outlined in Clause 10 (Rates of Pay) Subclause 10.2 pay rate (i.e. superannuation salary).

23.3 Leave Related Redundancy Entitlements

(a) The Company will pay all accrued long service leave entitlements, including pro rata entitlements for employees with more than seven years' continuous service, at the Clause 10 (Rates of Pay) base salary rate of pay. In addition, where applicable, a long service leave loading will be paid for those employees with more than seven years continuous service. The calculation for the loading will be

- the greater of the value of the long service leave loading specified in Subclause 17.7(a)(iii) above or the appropriate shift premium payment (where applicable).
- (b) The Company will pay all accrued Annual Leave entitlements at the Clause 10 base salary pay rate, plus an Annual Leave Loading, where applicable. The calculation for the loading will be the greater of the value of the Annual Leave Loading specified in Subclause 17.1(f) above or the appropriate shift premium, where applicable.

23.4 Alternatives to Forced or Voluntary Redundancy

Notwithstanding the above, the Company may, in lieu of forced or voluntary redundancy, redeploy one or more employees to other sites, subject to the following:

- (a) For the term of this Agreement, where an employee is redeployed pursuant to this Subclause, redeployed employees will be provided with a first right of refusal for any vacancy for a Company position covered by this Agreement (subject to having the pre-requisite skill sets and qualifications) which arises at the site at which they worked prior to redeployment (where applicable).
- (b) Where more than one redeployed employee (with the pre-requisite skill sets and qualifications) seeks to return to a vacancy which arises at the site at which they worked prior to redeployment, the Company will utilise a merit based selection process to select one of the redeployed employees.

23.5 Casual Employees

The provisions of this Clause do not apply to casual employees.

24. UNION STRUCTURES & TRADE UNION TRAINING

24.1 Site Union Representatives

- (a) The Company will treat union delegates fairly and allow them to perform their role as union delegate without any discrimination in their employment. The Company recognises and respects that endorsed union delegates have a right to represent union members in the workplace.
- (b) The Company will continue to grant all Convenors and/or Deputy Convenors, as required, paid time off work to:
 - (i) prepare for and participate in collective bargaining on behalf of those they represent;
 - (ii) participate in consultation in accordance with Clause 31 (Consultation) and access to reasonable information about the workplace and the business;
 - (iii) represent the interests of members to the Company and industrial tribunals;

- (iv) consult with Union members during normal working hours;
- (v) participate in the operation of the union as those activities relate directly to this Agreement;
- (vi) address new employees about the benefits of Union membership;
- (vii) place Union information on a notice board in a prominent location in the workplace; and
- (viii) attend accredited Union education.
- (c) The Company will provide Union delegates reasonable access to telephone, photocopying, internet and e-mail facilities to carry out work as a delegate and consult with workplace colleagues and the Union.
- (d) The Company will not unreasonably refuse leave to any Union delegate who wishes to access leave to participate in the operation of the Union.

24.2 Union Meeting Structures

(a) Union Annual General Meeting

Delegates rostered on will attend with no loss of pay, whereas those rostered off will attend in their own time.

- (i) As per existing practices: those rostered on dayshift will simply attend the meeting.
- (ii) Those on the night shift before the Union's Annual General Meeting or after must re-roster each missed shift to a normal day shift.
- (iii) A maximum of two delegates per site for point (ii).
- (b) WAO Consultative Committee

Issues involving two or more WA Operations' locations, or issues involving the operation and intent of this Agreement, may be discussed by a WAO-level committee comprising the Senior Employee Relations Business Partner (or nominated representative), another Company representative, the two most senior available Union Convenors from each refinery, and one from each mine site, and an official of the Union. The committee shall meet quarterly during normal working hours (full day). Scheduled meetings will only be cancelled by mutual agreement. Either party can request a meeting to address an urgent issue (as above) within an appropriate time period and will not be unreasonably withheld. Those rostered on attend, those rostered off get a day in lieu.

Whilst the above committee is intended to facilitate the resolution of issues directly between the parties, the establishment of such committee shall not

prevent disputes or grievances from being processed according to the provisions of this clause.

(c) General on site feedback information meetings

Delegates rostered on may attend general on site feedback information sessions [with no loss of pay] upon request. Approval will not be unreasonably withheld subject to reasonable notification.

24.3 Trade Union Training

Paid leave of absence may be granted, subject to operational requirements, to the elected representatives nominated by the Union for each location to attend training courses. The course will be appropriate to the duties carried out by delegates within the Company's WA Operations. The Union will provide to the Company, in writing where applicable, notice of the training courses at least two weeks prior to its commencement. Approval will not be unreasonably withheld.

25. ADDITIONAL TIME

(a) Subject to the limits of their skills and competence, and any pre-existing personal commitments that affected workers cannot reasonably re-schedule, employees will undertake their whole job, even where this requires working beyond or outside normal rostered hours.

The intent is to work towards a reduction of additional time such that, in general, employees would work a standard 36 hour week.

However, there will continue to be instances of unexpected process disruptions and peaks in workload requiring reasonable additional time. The Company undertakes to work with the teams and employees to reduce the sources of these disruptions and to ensure an equitable distribution of additional time across the workforce.

- (b) Records of hours worked as reasonable additional time will be kept by Departmental Supervisors. These records will be reviewed if desired by each of the operating areas and a site consultative committee on a quarterly basis to:
 - (i) ensure that no groups or individuals are working excessive additional time; and
 - (ii) inform collaborative efforts between the Company and employees to reduce the need for additional time.
- (c) If required, the Company and Union will work together to reduce the need for additional time. Additional Time will be a standing agenda item at WAO consultative committee meetings.

- (d) If, following completion of Subclause 25(c) above, the Union considers that overall the Company is excessively and unreasonably requiring additional time, the Union may refer the matter to the Fair Work Commission for conciliation and arbitration.
- (e) For the avoidance of doubt, if a dispute is raised in respect of the matters dealt with in this Clause 25 there will be no requirement for the Company to observe the status quo whilst the dispute is being resolved.

26. CONDUCT AND GENERAL CONDITIONS

Alcoa Conduct and General Conditions will apply to all employees covered by this Agreement.

27. FLEXIBLE WORK ARRANGEMENTS

The parties aim to provide an environment that assists employees to balance work requirements and family responsibilities. To this end, the provisions of the Company's Flexible Work Arrangements Policy, as amended from time to time, shall apply to employees covered by this Agreement.

28. SALARY SACRIFICE

- (a) Provided that the total receivable entitlements established by this Agreement are not diminished in any way, employee's may elect to have part of those entitlements "salary sacrificed" in return for alternative benefit arrangements including Superannuation, Company Share Contributions or any other agreed benefits.
- (b) Any request for salary sacrifice arrangements will be made individually in the form prescribed by the Company.
- (c) It is intended that the flexibility provided by this clause will be of benefit to employees without imposing any additional costs on the Company. If circumstances change such as to alter this fundamental position, the arrangements made under this clause may be discontinued by the Company.
- (d) Where the benefits of salary sacrifice are accessed, the pay rate received by the employee will be less than would otherwise be payable under Clause 10 (Rates of Pay) (including shift premium payments where applicable) of this Agreement.

29. ELECTRICAL WORKERS LICENCE ALLOWANCE.

(a) This allowance is for maintaining current knowledge of the Electricity (Licencing) Regulations 1991 (WA) and relevant regulations and codes, and for being compliant with the Electricity (Licencing) Regulations 1991 (WA), including testing and recording of all electrical installation work.

This includes the previous electrical licence allowance. This allowance includes any acknowledgement of future legislative procedures or requirements and for all additional duties outlined in Appendix A.

- (b) All current Western Australian Electrician's Licence holders will be paid an allowance as outlined in Subclause 10.2.
- (c) All Restricted Licence holders as defined by the Electricity (Licencing)
 Regulations 1991 (WA) will be paid an allowance of 50% of the Electrician's
 Licence allowance per annum.
- (d) Reimbursement of the cost for maintaining the Electrician's Licence is in addition to the above allowance and is available through the Company expense account system.

30. MINING ALLOWANCE

A Mining Allowance shall be paid to employees bound by this Agreement who work in the Company's WA mining operations, in accordance with the Memorandum of Understanding Appendix D reached between the parties in relation to the operation of such Allowance.

However, the Mining Allowance shall not be payable unless there is continued commitment and compliance by the workforce and its representatives to the offset arrangements as outlined in the aforementioned Memorandum of Understanding attached in Appendix D.

31. CONSULTATION

- (a) Consultations on major changes with significant effect in the business.
 - (i) Where the Company is likely to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, or the Company proposes changes to the regular roster or the ordinary hours of work, the Company undertakes to notify the employees who may be affected by the proposed changes.
 - (ii) The Company undertakes to discuss with the employees affected in good faith, among other things, the introduction of the changes referred to in Subclause (i), the effects the changes are likely to have on employees, measures to avert or mitigate any adverse effects of such changes on employees and give prompt consideration to matters raised by the employees in relation to the changes.
 - (iii) To enable the employees to participate effectively in the consultations referred to in Subclause (ii) the Company must supply them in good time with all relevant information they request, other than confidential or commercially sensitive information, on the major changes contemplated.

- (b) In respect of proposed changes to the regular roster or the ordinary hours of work for employees, the Company will:
 - (i) provide information to the affected employees about the change;
 - (ii) invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views given by the affected employees about the impact of the change.
- (c) Employees may appoint a representative for the purposes of consultation under this Clause 31.

32. FLEXIBILITY TERM

- (a) The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement where the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) remuneration entitlements; and
 - (iii) leave entitlements and loadings.
- (b) The Company shall ensure that any individual flexibility arrangement entered into under this clause is genuinely agreed to and will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.
- (c) The Company shall ensure that any individual flexibility arrangement made under this clause:
 - (i) shall be in writing and signed by the Company and employee, and if the employee is aged under 18, by a parent or guardian of the employee;
 - (ii) can be terminated by either party by giving written notice of not more than 28 days;
 - (iii) can be terminated at any time by the parties to the arrangement if they agree in writing to the termination;
 - (iv) is given in a written hard copy to the employee making the arrangement within 14 days after it is made; and
 - (v) are about permitted matters under section 172 of the *Fair Work Act* 2009; and

- (vi) are not unlawful terms under section 194 of the Fair Work Act 2009.
- (d) Except for the requirement for employees aged under 18 in Subclause 32(c)(i), the Company must ensure that any individual flexibility arrangement made by the Company and an employee under this term does not require the approval or consent of another person.

33. JOB POSITION DESCRIPTIONS

The job descriptions relating to the job positions specified in Subclause 10.2 of this Agreement are set out in Appendix A.

34. NO EXTRA CLAIMS

As in the making of this Agreement the parties have contemplated all aspects of the employment relationship, and determined that the terms and conditions specified herein shall govern it, they expressly agree that no further claims relating to terms and conditions of employment, whether dealt with in this Agreement or not, shall be made for the life of this Agreement by the Company, Union and/or any employees covered by it.

35.	SIGNATORIES TO AGREEMENT		
	(a) Signed on behalf of Alcoa of Australia Ltd		
	Name: Hollie Crittall Date: 04/11/2021		
	Address: 181-205 Davy Street, Booragoon WA 6154		
	Signature: Mattal		
	Position: Senior Employee Relations Business Partner		
	Witness Name: Joel White Date: 04/11/2021		
	Witness Address: C/- 181-205 Davy Street, Booragoon WA 6154		
	Witness Signature:		
	(b) Signed on behalf of the CEPU		
	Name: Peter Carter Date: 4 November 2021		
	Address: 3 Focal Way, Bayswater WA 6053		
	Signature: 4 CTC		
	Position: WA Branch Secretary		
	Witness Name: Kim Stewart Date: 4 November 2021		
	Witness Address: 3 Focal Way, Bayswater WA 6053		
	Witness Simotons Kim) SA		

APPENDIX A - JOB POSITION DESCRIPTIONS

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1. Electrical or Instrument Maintenance Technician (Single Trade JG 13)

(a) Overview

The Electrical or Instrument Maintenance Tradesperson is accountable for the planning, maintenance and repair of electrical or instrument plant, equipment and systems in Refining or Mining. The tradesperson will work to the full scope of their respective trade.

This includes support such as:

- Process fault diagnosis;
- Planned maintenance activities;
- Installation of electrical and instrumentation equipment;
- Critical breakdown analysis;
- Problem solving of advanced electronic process control systems;
- The maintenance and operation of all levels of power distribution systems, switching equipment, and sophisticated electronic control equipment;
- Conforming to statutory requirements and
- Repair and maintenance of general field electrical and instrument equipment.

The incumbent, in carrying out these duties with minimal supervision, requires a high level of technical and process knowledge, administrative, social and communication skills.

(b) Critical Achievement Areas

- (i) Ensures that plant, equipment and system downtime is minimised by utilising trade knowledge by participating in fault diagnosis and repair of that system.
- (ii) Carries out general maintenance across the refinery by providing service and repairs to HV and LV equipment, motor drives (soft start, VSD), PLC and DeviceNet systems, TDC-LCN and UCN process control, burner

- management systems (FSC), including ring associated field instrumentation, condition monitoring, lighting, power systems and inputting to formal planned maintenance programs.
- (iii) Contributes to the optimisation of plant, equipment and systems by participating in quality activities and carrying out necessary modifications. Including the use of an instrument data base as defined in Appendix B (6).
- (iv) Carries out Environmental, Quality and Safety system maintenance as per site requirements, and document according to the standards required for each location (determined by SPA's). The level of documentation will be sufficient to meet both internal & external requirements, as these directly impact on the company's certification and license regulations.
- (v) Will contribute to the overall plant maintenance program by participating in the complete range of electrical or instrument maintenance planning, scoping inclusive of other services required to complete whole of job and execution activities and assisting in the development of electrical or instrument maintenance strategies.
- (vi) Is responsible for planning E/I whole job, including the acquisition of parts and coordinating activities with other teams. This includes functions as defined in Appendix B (5). To raise & close MWO's ability to access MWO's from current week and backlog) Prioritise work to ensure efficient and timely completion of the task's.
- (vii) Contributes to the minimisation of maintenance costs by participating in various team activities and prioritising individual work schedules across the whole range of electrical maintenance activities.
- (viii) Ensures the integrity of plant, equipment and systems by carrying out all maintenance activities in accordance with Statutory Regulations, (includes Gas systems, as defined in Appendix B (9)).
- (ix) Ensures the development of technical skills and knowledge of Apprentices by providing a sound interpretation of the trade whilst ensuring safe working practices.
- (x) Contributes to the satisfactory introduction of new equipment by participating in the planning, modification, upgrading, installation and commissioning of that equipment.
- (xi) Contributes to the optimisation of the plant maintenance program by participating in various condition monitoring activities.
- (xii) Contributes to the minimisation of maintenance labour costs by carrying out a range of duties across all electrical installation and/or instrumentation, including tagging to the full scope of E/I level 2 and Process tagging

- associated with side stream instrumentation and/or HV isolation and tagging. Tagging as defined in Appendix B (1), (2) and (3). E/I tagging is performed across all locations.
- (xiii) Contributes to the skills enhancement of other Electrical and/or Instrument Tradespersons by participating in the development and delivery of training programs to Alcoa Electrical/Instrument maintenance personnel.
- (xiv) Keeps abreast of technology by undertaking appropriate training in technical and inter personal skills relevant to the role, and will use training systems as defined in Appendix B(7).
- (xv) Contributes to operating safety by writing, updating & inputting of procedures such as SWI's, JSA's, Equipment Isolation sheets etc. (Currently CDS)
- (xvi) Installs various types of Electrical/Instrument equipment and fixed wiring, i.e. lighting, power and control circuitry.
- (xvii) Contributes to the commissioning of LCN, UCN and PLC systems as well as general Electrical and Instrument equipment in conjunction with contractors, engineering and process personnel.
- (xviii) Ensures practical, timely and economic solutions to equipment failures. Will seek logistical support, by self managing, prioritising and liaising with other work groups in the solving of problems associated with downtime caused by process faults. The Electrical or Instrument tradesperson must have a sound understanding of the Bayer Process to ensure timely resolution in fault diagnosing.
- (xix) With the appropriate training, the additional tasks below will be performed by tradespeople as part of the cross skilling criteria.
 - Instrument tradespeople will support appropriately qualified electrical tradespeople with motor connects, disconnects & testing, plus lighting repairs.
 - Electrical tradespeople will support appropriately qualified instrument tradespeople with tapping point routines, checking rotameter flow and drilling blocked tapping points.
- (xx) Writing E/I technical documents for trouble shooting on various equipment and/or programmes. This enables root cause analysis to be determined by the E or I tradesperson which can have a direct impact on the process.
- (xxi) Works autonomously planning and prioritising E/I work from various customers. With no direct E/I supervision on night shifts, has the responsibility for E/I safety related issues.

(xxii) Work with Process Controller to ensure E/I support is provided to process priority work & actioned accordingly.

(c) Background

Alumina production is a 24 hour, 7 days per week constant flow process, requiring a high level of accuracy and reliability from the electrical equipment and instrumentation installed to ensure efficient and economic production. The WAO electrical system is diverse and complex and includes a cogeneration power station and a comprehensive, interconnected network of digital and Analog control equipment supporting the continuous chemical process. Exacting control is required to maintain the many process variables as determined by sophisticated process instrumentation and computer control.

The E/I department provides skilled tradespersons and backup facilities to support and efficiently maintain all of the plant's electrical and instrumentation hardware. This would include the electrical generating equipment with supporting instrumentation and high and low voltage power reticulation system, instrumental on and electrics that allow total automatic control of boilers, incorporating plant master control circuitry, plant communication systems, lighting facilities, process control and scientific instrumentation repair and calibration, electronic weightometers, nucleonic density measuring equipment, variable speed drives, microprocessor and computer based monitoring and control equipment (eg Allen Bradley PLCs, Honeywell LCN systems).

Organisation Chart

OPERATIONS CENTRE MANAGER
ELECTRICAL SUPERINTENDENT
ELECTRICAL SUPERVISOR
ELECTRICAL or INSTRUMENT MAINTENANCE TECHNICIAN

(d) Explanatory Statement

(i) Principal Emphasis

The Electrical or Instrument Maintenance Technician ensures that all plant, equipment and electrical and instrument systems are maintained in a manner consistent with long-term reliability and availability. The incumbent will also repair such critical plant and equipment on a breakdown basis, such that the aim of continuous production is facilitated.

(ii) Major Tasks

The major task of the Electrical or Instrument Maintenance Technician is to carry out routine, planned maintenance on all electrical plant, equipment, instrumentation and systems. This involves utilising a broad range of trade knowledge. Secondary roles are:

- the immediate requirement of breakdown repairs;
- the provision of advanced technical advice and assistance to engineering and process personnel;
- the practical training and development of the E/I apprentices and other electrical/instrument maintenance personnel; and
- the trouble shooting of process control problems.

(iii) Freedom to Act

The Electrical or Instrument Maintenance Technician will work with and take general direction, priorities and resource allocation from their immediate supervision. By the nature of the role, the incumbent will be expected to perform with a relatively high level of autonomy. This role involves contact and interaction with operating and maintenance personnel in all areas of the Refinery or Mine and requires considerable motivation, decision-making and safety consciousness to effectively carry out the work the direction taken to maintain, repair or replace equipment will, on many occasions, be made without the assistance of area supervision. The incumbent will be expected to initiate and support changes to the area maintenance strategy by utilising quality techniques combined with advanced trade knowledge.

(iv) The Principal Challenge

The maintenance of the electrical plant, equipment and systems at the Alcoa locations is made rigorous by the age of the installations, the increasing variety and complexity of newly installed equipment, and the complexity of the control systems environment. The challenge of this job position is to carry out maintenance on such equipment and instrumentation, while ensuring this work is done safely and efficiently.

(v) Education, Training and Experience

- Certificate of Secondary Education is desirable.
- Certification in Electrical or Instrument trade studies.
- Demonstrated job role competency through post trade experience in similar industries.
- Formal training in Electrical Systems, Quality activities and Safety Practices.
- Significant Vendor training on relevant electrical installations.

2. Mobile Equipment HV Technician (Single Trade JG 13)

(a) Overview

The Mobile Equipment HV Tradesperson is accountable for the maintenance, servicing and repairs of a fleet of mining mobile equipment (loaders, dozer, haul trucks, graders, excavators, drills and light vehicles) and ensuring excellent customer service. The tradesperson will work to the full scope of their respective trade.

This includes support such as:

- Equipment fault diagnosis;
- Planned maintenance activities;
- Installation of electrical and instrumentation equipment;
- Critical breakdown analysis;
- Problem solving of advanced electronic process control systems;
- The maintenance and operation of all levels of self propulsion distribution systems, switching equipment, and sophisticated electronic control equipment;
- Field service / mine site breakdown and diagnostics;
- Conforming to statutory requirements; and
- Repair and maintenance of general mobile equipment electrical and instrument equipment.

The incumbent, in carrying out these duties with minimal supervision, requires a high level of technical and maintenance knowledge, administrative, social and communication skills.

(b) Critical Achievement Areas

- (i) Ensures that equipment downtime is minimised by utilising trade knowledge by participating in fault diagnosis and repair of that system.
- (ii) Carries out general maintenance across the mining fleet by providing service and repairs to HV and LV equipment
- (iii) Install and maintain data, power, radio and GPS cables through bulkheads, panels and access both inside and outside production equipment compartments on heavy mining machinery
- (iv) Provide high quality installations including mountings, wiring and testing of equipment
- (v) Contributes to the optimisation of equipment and systems by participating in quality activities and carrying out necessary modifications.

- (vi) Carries out Environmental, Quality and Safety system maintenance as per site requirements, and document according to the standards required for each location (determined by SPA's). The level of documentation will be sufficient to meet both internal & external requirements, as these directly impact on the company's certification and license regulations.
- (vii) Will contribute to the overall equipment maintenance program by participating in the complete range of mobile maintenance electrical or instrument maintenance planning, scoping inclusive of other services required to complete whole of job and execution activities and assisting in the development of electrical or instrument maintenance strategies.
- (viii) Is responsible for planning whole job, including the acquisition of parts and coordinating activities with other teams. To raise & close MWO's (ability to access MWO's from current week and backlog). Prioritise work to ensure efficient and timely completion of the tasks.
- (ix) Contributes to the minimisation of maintenance costs by participating in various team activities and prioritising individual work schedules across the whole range of maintenance activities.
- (x) Ensures the integrity of equipment and systems by carrying out all maintenance activities in accordance with Statutory Regulations.
- (xi) Ensures the development of technical skills and knowledge of Apprentices by providing a sound interpretation of the trade whilst ensuring safe working practices.
- (xii) Contributes to the satisfactory introduction of new equipment by participating in the planning, modification, upgrading, installation and commissioning of that equipment.
- (xiii) Contributes to the optimisation of the fleet maintenance program by participating in various condition monitoring activities.
- (xiv) Contributes to the minimisation of maintenance labour costs by carrying out a range of duties.
- (xv) Contributes to the skills enhancement of other Electrical Tradespersons by participating in the development and delivery of training programs to Alcoa Electrical maintenance personnel.
- (xvi) Keeps abreast of technology by undertaking appropriate training in technical and inter personal skills relevant to the role, and will use training systems.
- (xvii) Contributes to operating safety by writing, updating & inputting of procedures such as SWI's, JSA's, Equipment Isolation sheets etc.

- (xviii) Ensures practical, timely and economic solutions to equipment failures. Will seek logistical support, by self-managing, prioritising and liaising with other work groups in the solving of problems associated with downtime of mobile equipment caused by process faults. The Electrical tradesperson must ensure timely resolution in fault diagnosing.
- (xix) Writing electrical technical documents for trouble shooting on various equipment and/or programs. This enables root cause analysis to be determined by the Electrical tradesperson which can have a direct impact on the process.
- (xx) Works autonomously planning and prioritising electrical work from various customers. With no direct electrical supervision on night shifts, has the responsibility for mobile maintenance electrical safety related issues.

(c) Background

Alumina production is a 24 hour, 7 days per week constant flow process, requiring a high level of accuracy and reliability from the mobile maintenance electrical equipment and instrumentation installed to ensure efficient and economic production.

Organisation Chart

MOBILE MAINTENANCE SUPERINTENDENT MOBILE MAINTENANCE SUPERVISOR MOBILE MAINTENANCE ELECTRICAL HV MAINTENANCE TECHNICIAN

(d) Explanatory Statement

(i) Principal Emphasis

The Electrical Maintenance Technician ensures that all equipment and mobile electrical and instrument systems are maintained in a manner consistent with long-term reliability and availability. The incumbent will also repair such critical equipment on a breakdown basis, such that the aim of continuous production is facilitated.

(ii) Major Tasks

The major task of the Electrical HV Technician is to carry out routine, planned maintenance on all mobile electrical equipment and systems. This involves utilising a broad range of trade knowledge. Secondary roles are:

- the immediate requirement of breakdown repairs;
- the practical training and development of the electrical apprentices; and

• the trouble shooting of mobile equipment control systems.

(iii) Freedom to Act

The mobile maintenance Electrical HV Technician will work with and take general direction, priorities and resource allocation from their immediate supervision. By the nature of the role, the incumbent will be expected to perform with a relatively high level of autonomy. This role involves contact and interaction with operating and maintenance personnel in all areas of the Mine and requires considerable motivation, decision-making and safety consciousness to effectively carry out the work the direction taken to maintain, repair or replace equipment will, on many occasions, be made without the assistance of area supervision. The incumbent will be expected to initiate and support changes to the area maintenance strategy by utilising quality techniques combined with advanced trade knowledge.

(iv) The Principal Challenge

The maintenance of the mobile equipment at Alcoa locations is made rigorous by the age of the mobile equipment (heavy and light) fleet, the increasing variety and complexity of newly acquired mobile equipment. The challenge of this job position is to carry out maintenance on such equipment, while ensuring this work is done safely and efficiently.

(v) Education, Training and Experience

- Certificate of Secondary Education is desirable.
- Relevant Electrical trade certificate with highly developed mechanical and electrical skills
- Aircon and mechanical experience and qualifications highly regarded
- Demonstrated communications skills (written and verbal) with a solid understanding of computer systems
- Knowledge and understanding of Komatsu mining fleet
- Demonstrated job role competency through post trade experience in similar industries.
- Significant Vendor training on mobile equipment.
- Certificate in high voltage switching operations

3. Electrical/Instrument Maintenance Technician (Dual Trade JG13)

(a) Overview

The Electrical/Instrument Maintenance Technician is accountable for the planning, maintenance and repair of electrical and instrument plant, equipment and systems in Refining. This includes support such as:

- Process fault diagnosis;
- Planned maintenance activities:
- Installation of electrical and instrumentation equipment;
- Critical breakdown analysis;
- Problem solving of advanced electronic process control systems;
- The maintenance and operation of all levels of power distribution systems, switching equipment, and sophisticated electronic control equipment;
- Conforming to statutory requirements and
- Repair and maintenance of general field electrical and instrument equipment.

The incumbent, in carrying out these duties with minimal supervision, requires a high level of technical and process knowledge, administrative, social and communication skills.

(b) Critical Achievement Areas

- (i) Ensures that plant, equipment and system downtime is minimised by utilising advanced trade knowledge by participating in fault diagnosis and repair of that system. This includes first pass diagnostic trouble shooting with Process Control Applications and an understanding of the escalation process for DCS.
- (ii) Carries out general maintenance across the refinery by providing service and repairs to HV and LV equipment, motor drives (soft start, VSD), PLC and DeviceNet systems, TDC-LCN and UCN process control, burner management systems (FSC), including ring associated field instrumentation, condition monitoring, lighting, power systems and inputting to formal planned maintenance programs.
- (iii) Contributes to the optimisation of plant, equipment and systems by participating in quality activities and carrying out necessary modifications. Including the use of an instrument data base as defined in Appendix B (6).
- (iv) Carries out Environmental, Quality and Safety system maintenance as per site requirements, and document according to the standards required for each location (determined by SPA's). The level of documentation will be sufficient to meet both internal & external requirements.

- (v) Will contribute to the overall plant maintenance program by participating in the complete range of electrical or instrument maintenance planning, scoping inclusive of other services required to complete whole of job and execution activities and assisting in the development of electrical or instrument maintenance strategies.
- (vi) Contributes to the minimisation of maintenance costs by participating in various team activities and prioritising individual work schedules across the whole range of electrical maintenance activities.
- (vii) Ensures the integrity of plant, equipment and systems by carrying out all maintenance activities in accordance with Statutory Regulations, (includes Gas systems, as defined in Appendix B (9)).
- (viii) Ensures the development of technical skills and knowledge of Apprentices by providing a sound interpretation of the trade whilst ensuring safe working practices.
- (ix) Contributes to the satisfactory introduction of new equipment by participating in the planning, modification, upgrading, installation and commissioning of that equipment.
- (x) Contributes to the optimisation of the plant maintenance program by participating in various condition monitoring activities.
- (xi) Contributes to the minimisation of maintenance labour costs by carrying out a range of duties across all electrical installation and/or instrumentation, including tagging to the full scope of E/I level 2 and Process tagging associated with side stream instrumentation and/or HV isolation and tagging. Tagging as defined in Appendix B (1), (2) and (3). E/I tagging is performed across WAO.
- (xii) Contributes to the skills enhancement of other Electrical/Instrument Tradespersons by participating in the development and delivery of training programs to Alcoa Electrical/Instrument maintenance personnel.
- (xiii) Keeps abreast of technology by undertaking appropriate training in technical and inter personal skills relevant to the role, and will use training systems as defined in Appendix B (7).
- (xiv) Contributes to operating safety by writing, updating & inputting of procedures such as SWI's, JSA's Equipment Isolation sheets etc and technical procedures into the support system (Currently CDS).
- (xv) Installs various types of Electrical/Instrument equipment and fixed wiring, i.e. lighting, power and control circuitry.

- (xvi) Contributes to the commissioning of LCN, UCN and PLC systems as well as general Electrical and Instrument equipment in conjunction with contractors, engineering and process personnel.
- (xvii) Ensures practical, timely and economic solutions to equipment failures. Is responsible for planning E/I whole job, including the acquisition of parts and logistical support, by self managing, prioritising and liaising with other work groups in the solving of problems associated with downtime caused by process faults.

(c) Background

Alumina production is a 24 hour, 7 days per week constant flow process, requiring a high level of accuracy and reliability from the electrical equipment and instrumentation installed to ensure efficient and economic production. The WAO electrical system is diverse and complex and includes a cogeneration powerstation and a comprehensive, interconnected network of digital and analog control equipment supporting the continuous chemical process. Exacting control is required to maintain the many process variables as determined by sophisticated process instrumentation and computer control.

The E/I department provides skilled tradespersons and backup facilities to support and efficiently maintain all of the plant's electrical and instrumentation hardware. This would include the electrical generating equipment with supporting instrumentation and high and low voltage power reticulation system, instrumental on and electrics that allow total automatic control of boilers, incorporating plant master control circuitry, plant communication systems, lighting facilities, process control and scientific instrumentation repair and calibration, electronic weightometers, nucleonic density measuring equipment, variable speed drives, microprocessor and computer based monitoring and control equipment (eg Allen Bradley PLCs, Honeywell LCN systems).

Organisation Chart

OPERATIONS CENTRE MANAGER
ELECTRICAL SUPERINTENDENT
ELECTRICAL SUPERVISOR
ELECTRICAL/INSTRUMENT MAINTENANCE TECHNICIAN

Explanatory Statement:

This is a role with minimal supervision. The main purpose is to provide high level Electrical/Instrument trade expertise for the maintenance and sustained operation of automated control systems as well as electrical power distribution and motor control hardware and monitoring software on a plant-wide basis. The incumbent

contributes to maintaining a strategic control systems development plan and contributes to the implementation of the refinery's quality control programme.

The incumbent carries out the backing up of databases and software critical to the recovery of systems following failure. This includes involvement in the development and management of recovery procedures.

The incumbent will attain a high level of equipment training in order to utilise a thorough understanding of the equipment function and apply the latest developments in plant control systems, with emphasis on fault-finding techniques.

As an advanced Electrical/Instrumentation tradesperson, the incumbent is a key contributor in maximising electrical equipment and systems availability and will provide strong input to the ongoing modification and reliability of all electrical activities in the area. The primary objective is to achieve minimum unscheduled equipment downtime. As such, the major activity will be in scheduling and organising the priorities of planned maintenance. The major tasks performed will include diagnostic fault finding, planned maintenance, repairs and installation (where required) of distributive control systems, power electronics, basic computer systems, weighing systems and high and low voltage electrical distribution systems. In carrying out this work, the incumbent will be required to organise extra labour resources and equipment spares as needed. Computer skills and a working knowledge of the Electronic Communication and Planning tools are essential.

In addition, an experienced tradesperson, is required to supervise apprentices and provide instruction in all aspects of trades work and safety standards.

PRINCIPAL CONTACTS:

INTERNAL	PURPOSE
E/I Coordinator / Foreman	Communication and consultation, administrative matters (Payroll, leave etc), technical assistance, feedback on plant/production information.
Process Coordinator and Plant Coordinator	Input into equipment planning and work required on shutdowns/ breakdowns.
Engineers	Communication of equipment improvements and procedure upgrades.
Process Application Staff	Communication, coordination and planning related
	to the maintenance of automatic control systems.
Tradespersons	Coordination of work, discussion of safety/tagging
	issues, new procedures.

EXTERNAL	PURPOSE
Equipment Vendors and	Technical advice, assistance and support on new
Contractors	equipment and operating problems.

EDUCATION LEVEL	Completed an Australian Electrical Trades Apprenticeship OR
	equivalent plus completed Post Trade Training equivalent to dual trades [Electrical and Instrumentation] qualification. OR Completed a National Metals and Engineering
	Curriculum, Engineering Tradesperson - Electrical trade apprenticeship to Certificate IV level including a minimum often and a half National Instrumentation (NI) 200 series modules relevant to the alumina industry.
QUALIFICATIONS	Unrestricted Electrician's Licence (mechanics endorsement) issued by the Electrical Licensing Board.
SKILLS & EXPERIENCE	Minimum 12 months previous industrial trades experience in complex control systems and equipment.
	12 months on site relevant Process and Plant Area knowledge.
	Completion of appropriate post trade vendor, company and certified TAFE accredited qualifications as applicable.
SPECIAL REQUIREMENTS	Ability to communicate effectively with a range of groups including field tradespeople, engineers, control engineering and suppliers to ensure effective application of process control systems.

IMPACT STATEMENT

The Electrical/Instrument Technician will at times have a direct impact upon the immediate production capability of the Plant. Generally, the effectiveness of the Electrical/Instrument Department, as a whole, will be measured by the performance of the Plant in relation to flow cuts caused by electrical equipment and instrumentation breakdowns.

The magnitude of the impact is directly dependent on the area in which the failure occurs with Power station or power distribution failures having the potential to effect the whole Refinery.

4. Senior Electrical/Instrument Maintenance Technician (Dual Trade JG 13.5)

(a) Overview

The Senior Electrical/Instrument Maintenance Tradesperson is accountable for the planning, maintenance and repair of electrical and instrument plant, equipment and systems in Refining. This includes support such as:

- Process fault diagnosis;
- Planned maintenance activities;
- Installation of electrical and instrumentation equipment;
- Critical breakdown analysis;
- Problem solving of advanced electronic process control systems;
- The maintenance and operation of all levels of power distribution systems, switching equipment, and sophisticated electronic control equipment;
- Conforming to statutory requirements and
- Repair and maintenance of general field electrical and instrument equipment.

The incumbent, in carrying out these duties with minimal supervision, requires a high level of technical and process knowledge, administrative, social and communication skills.

(b) Critical Achievement Areas

- (i) Ensures that plant, equipment and system downtime is minimised by utilising advanced trade knowledge by participating in fault diagnosis and repair of that system. This includes first pass diagnostic trouble shooting with Process Control Applications and an understanding of the escalation process for DCS.
- (ii) Carries out general maintenance across the refinery by providing service and repairs to HV and LV equipment, motor drives (soft start, VSD), PLC and DeviceNet systems, TDC-LCN and UCN process control, burner management systems (FSC), including ring associated field instrumentation, condition monitoring, lighting, power systems and inputting to formal planned maintenance programs.
- (iii) Contributes to the optimisation of plant, equipment and systems by participating in quality activities and carrying out necessary modifications. Including the use of an instrument data base as defined in Appendix B (6).
- (iv) Carries out Environmental, Quality and Safety system maintenance as per site requirements, and document according to the standards required for each location (determined by SPA's). The level of documentation will be sufficient to meet both internal & external requirements.

- (v) Will contribute to the overall plant maintenance program by participating in the complete range of electrical or instrument maintenance planning, scoping inclusive of other services required to complete whole of job and execution activities and assisting in the development of electrical or instrument maintenance strategies.
- (vi) Contributes to the minimisation of maintenance costs by participating in various team activities and prioritising individual work schedules across the whole range of electrical maintenance activities.
- (vii) Ensures the integrity of plant, equipment and systems by carrying out all maintenance activities in accordance with Statutory Regulations, (includes Gas systems, as defined in Appendix B (9)).
- (viii) Ensures the development of technical skills and knowledge of Apprentices by providing a sound interpretation of the trade whilst ensuring safe working practices.
- (ix) Contributes to the satisfactory introduction of new equipment by participating in the planning, modification, upgrading, installation and commissioning of that equipment.
- (x) Contributes to the optimisation of the plant maintenance program by participating in various condition monitoring activities.
- (xi) Contributes to the minimisation of maintenance labour costs by carrying out a range of duties across all electrical installation and/or instrumentation, including tagging to the full scope of E/I level 2 and Process tagging associated with side stream instrumentation and/or HV isolation and tagging. Tagging as defined in Appendix B (1), (2) and (3). E/I tagging is performed across WAO.
- (xii) Contributes to the skills enhancement of other Electrical/Instrument Tradespersons by participating in the development and delivery of training programs to Alcoa Electrical/Instrument maintenance personnel.
- (xiii) Keeps abreast of technology by undertaking appropriate training in technical and inter personal skills relevant to the role, and will use training systems as defined in Appendix B(7).
- (xiv) Contributes to operating safety by writing, updating & inputting of procedures such as SWI's, JSA's Equipment Isolation sheets etc and technical procedures into the support system (Currently CDS).
- (xv) Installs various types of Electrical/Instrument equipment and fixed wiring, i.e. lighting, power and control circuitry.

- (xvi) Contributes to the commissioning of LCN, UCN and PLC systems as well as general Electrical and Instrument equipment in conjunction with contractors, engineering and process personnel.
- (xvii) Ensures practical, timely and economic solutions to equipment failures. Is responsible for planning whole job, including the acquisition of parts and logistical support, by self managing, prioritising and liaising with other work groups in the solving of problems associated with downtime caused by process faults.

(c) Background

Alumina production is a 24 hour, 7 days per week constant flow process, requiring a high level of accuracy and reliability from the electrical equipment and instrumentation installed to ensure efficient and economic production. The WAO electrical system is diverse and complex and includes a cogeneration power station and a comprehensive, interconnected network of digital and analog control equipment supporting the continuous chemical process. Exacting control is required to maintain the many process variables as determined by sophisticated process instrumentation and computer control.

The E/I department provides skilled tradespersons and backup facilities to support and efficiently maintain all of the plant's electrical and instrumentation hardware. This would include the electrical generating equipment with supporting instrumentation and high and low voltage power reticulation system, instrumental on and electrics that allow total automatic control of boilers, incorporating plant master control circuitry, plant communication systems, lighting facilities, process control and scientific instrumentation repair and calibration, electronic weightometers, nucleonic density measuring equipment, variable speed drives, microprocessor and computer based monitoring and control equipment (e.g. Allen Bradley PLCs, Honeywell LCN systems).

Organisation Chart

OPERATIONS CENTRE MANAGER
ELECTRICAL SUPERINTENDENT
ELECTRICAL SUPERVISOR
SENIOR ELECTRICAL/INSTRUMENT MAINTENANCE TECHNICIAN

Explanatory Statement

(i) Principal Emphasis

The Senior Electrical/Instrument Maintenance Tradesperson ensures that all plant, equipment and electrical and instrument systems are maintained in a manner consistent with long-term reliability and availability. The

incumbent will also repair such critical plant and equipment on a breakdown basis, such that the aim of continuous production is facilitated.

(ii) Major Tasks

The major task of the Senior Electrical/Instrument Maintenance Tradesperson is to carry out routine, planned maintenance on all electrical plant, equipment, instrumentation and systems.

This involves utilising a broad range of trade knowledge that not only crosses the electrical and instrument trade boundaries but also extends into areas requiring a level of technical competence beyond the range of a base Tradesperson. Secondary roles are:

- the immediate requirement of breakdown repairs;
- the provision of advanced technical advice and assistance to engineering and process personnel; and
- the practical training and development of the electrical maintenance apprentices and other electrical/instrument maintenance personnel.
- the trouble shooting of process control problems.
- expected to take on tasks required of the E/I classifications below this level.

(iii) Freedom to Act

The Senior Electrical/Instrument Maintenance Tradesperson will work with and take general direction, priorities and resource allocation from their immediate supervision. By the nature of the role, the incumbent will be expected to perform with a relatively high level of autonomy. This role involves contact and interaction with operating and maintenance personnel in all areas of the Refinery and requires considerable motivation, decision-making and safety consciousness to effectively carry out the work the direction taken to maintain, repair or replace equipment will, on many occasions, be made without the assistance of area supervision.

The incumbent will be expected to initiate and support changes to the area maintenance strategy by utilising quality techniques combined with advanced trade knowledge.

(iv) The Principal Challenge

The maintenance of the electrical plant, equipment and systems at the Alcoa locations is made rigorous by the age of the installations, the increasing variety and complexity of newly installed equipment, and the complexity of the control systems environment. The challenge of this job position is to carry out maintenance on such equipment and instrumentation, while ensuring this work is done safely and efficiently.

(v) Education, Training and Experience

EDUCATION LEVEL	Completed an Australian Electrical Trades Apprenticeship; OR
	equivalent plus completed Post Trade Training equivalent to dual trades [Electrical and Instrumentation] qualification; OR
	Completed a National Metals and Engineering Curriculum, Engineering Tradesperson - Electrical trade apprenticeship to Certificate IV level including a minimum often and a half National Instrumentation (NI) 200 series modules relevant to the alumina industry.
QUALIFICATIONS	Unrestricted Electrician's Licence (mechanics endorsement) issued by the Electrical Licencing Board.
SKILLS & EXPERIENCE	Minimum 12 months previous industrial trades experience in complex control systems and equipment. 12 months on site relevant Process and Plant Area
	knowledge. * Completion of appropriate post trade vendor, company and certified TAFE accredited qualifications as applicable.
SPECIAL REQUIREMENTS	Ability to communicate effectively with a range of groups including field tradespeople, engineers, control engineering and suppliers to ensure effective application of process control systems

IMPACT STATEMENT

The Electrical/Instrument Technician will at times have a direct impact upon the immediate production capability of the Plant. Generally, the effectiveness of the Electrical/Instrument Department, as a whole, will be measured by the performance of the Plant in relation to flow cuts caused by electrical equipment and instrumentation breakdowns. The magnitude of the impact is directly dependent on the area in which the failure occurs with Powerstation or power distribution failures having the potential to affect the whole location.

5. Leading Hand

OVERVIEW

The Leading Hand is responsible for providing support to the Supervisor in aspects of crew leadership and of the coordination of activities, and for providing relief in the Supervisors absence.

CRITICAL ACHIEVEMENT AREAS:

- The role Leading Hand reports to the Electrical Instrumentation Supervisor, and has direct accountabilities to the Electrical Superintendent.
- Ensures that electrical targets and safety objectives as directed by the Electrical Superintendent are maintained on a daily basis, and conform to the current Business Plan.
- Optimises crew activities by directing feedback to the appropriate resource in order to achieve site and department objectives.
- In consultation with the Electrical Supervisor, assist in prioritising electrical maintenance and breakdown support services to ensure optimum equipment is available for daily production and mine development requirements.
- Provides feedback to the crew on crew and site performance in relation to management targets.
- Is responsible to ensure that all working activities under their control are carried out in a safe and efficient manner, and that all such activities conform to Alcoa's current procedures, and the current relevant legislation.
- Takes action to ensure product quality remains within specification, and according to the responsibilities detailed within the Quality System, which will ensure that the environment is managed in a manner that eliminates potential pollution sources and improves environmental performance parameters.
- Takes action to ensure that during the conduct of their duties, feedback and learning is sought from others in order to further enhance and develop their personal and professional skills.
- Refers human resource issues to the appropriate supervisor, coordinator, superintendent or company officer. The types of issues that this may include are employee leave, workers compensation claims, wages, training and associated matters.
- The Leading Hand will liaise with electrical and maintenance personnel, Environmental Department, Safety Department, planners and surveyors, and any other relevant staff.
- Short term and unplanned cover for the Supervisor is required as part of this Leading Hand role, for periods up to 72 work hours. Longer Supervisor leave periods (>72 work hours) covered by employees, utilising the Staff Relief Allowance in Clause 10.5.

TRAINING:

- The Leading Hand may assist the Electrical Instrumentation Superintendent in ensuring the team is competent in the areas of standardised work, problem solving and the application of waste elimination.
- Pre-requisite training is required before the Leading Hand takes control of a crew. This can occur within the initial month's training with the training department. The necessary training will cover, but will not be limited to:
- Alcoa Responsible Person (ARP);
- Workday and Iproc systems;
- Section 44 of the Mines Safety and Inspection Act 1994 (WA);
- Word, Excel, and Outlook;
- Asset Management System;
- Familiarisation with the emergency response plan and responsibilities;
- Familiarisation with AI/EI system; and
- Communication skills.

SAFETY AND ENVIRONMENTAL:

- Whilst relieving, the Leading Hand will be accountable for the safety of themselves and their work group, and contribute to a work environment, which is safe and supports the well-being of the individual, and will comply with all safety statutory and Alcoa requirements.
- The Leading Hand will work towards ensuring the achievement of environmental performance through education programs, standard methods and enforcement which enables the area to meet all applicable Environmental Laws, Regulations, Permits and Internal Standards.

QUALITY AND COSTS:

- The Leading Hand will contribute to the Company's objective of providing world class levels of customer satisfaction by providing products and services that meet or exceed the needs of both our internal and external customers.
- They will contribute to the efficiency of the Company and the quality of goods and services offered.
- The Leading Hand will be accountable for the reporting of costs associated with running the crew, with regard to safety, quality and environmental considerations.

SOLVE PROBLEMS & MAKE IMPROVEMENTS:

The Leading Hand is an important part of the problem solving help chain for any issues encountered by EI tradespeople or teams in the application of EI work (whole of job).

They:

- Help support people in trouble shooting and implementing counter measures.
- Carry forward the ideas from the team to improve the workplace.
- Assists the crew to review and add value to equipment design to support operating and maintainability.
- Share knowledge and provide training support for members of the teams.

CRITICAL CHALLENGES:

- Using knowledge to solve problems to root cause and help the crew to develop or put in counter measures to maintain equipment performance.
- Decision-making in relation to crew issues, to maintain production and ensure equipment remains viable.

ORGANISATIONAL OBJECTIVES FOR THIS ROLE ARE:

- The Leading Hand has the objective to maintain equipment maintenance activities by coordinating the crew and key roles within the crew.
- The focus is on leading the team to this end and doing day to day people management as part of this. This role does not undertake key people performance issues, such as poor absenteeism, disciplinary issues.

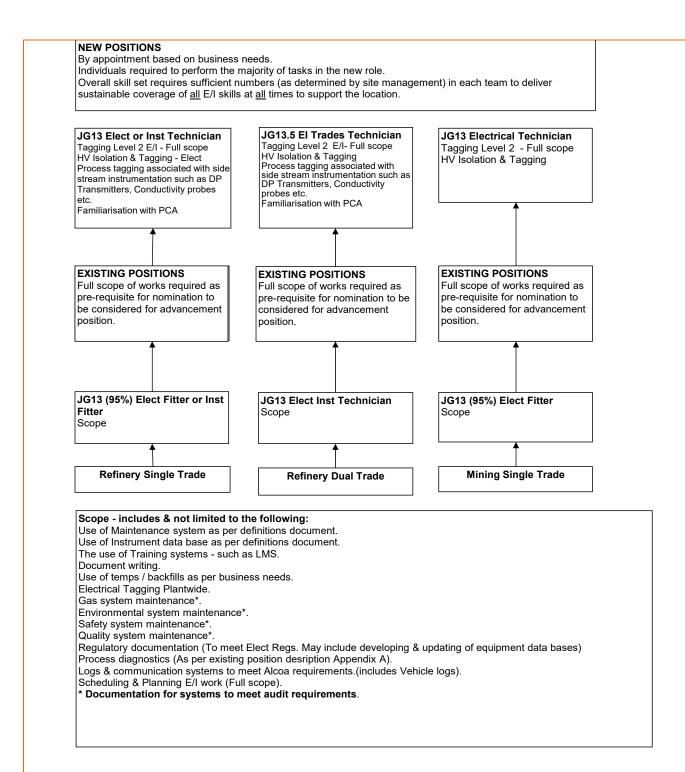
PRE-REQUISITES:

- This position requires an Electrical Trades Certificate with appropriate experience in the electrical fields in a mining or similar heavy industry.
- The Leading Hand will be able to understand and use the relevant systems within Alcoa, as well as assisting others in the use of these systems, particularly the Asset Management System.
- The employee must have been employed on the specific site for a minimum period 2 years to qualify.
- Other systems may include but are not limited to the following:
- HR systems and lproc systems;
- Word, Excel, and Outlook;
- Asset Management System;
- Familiarisation with the emergency response plan and responsibilities;
- Familiarisation with AI/EI system;
- Successful completion of Communication skills course; and
- Alcoa Leadership Development Programs.

CRITERIA FOR ESTABLISHMENT:

- The generic Position Description forms the basis of the Leading Hand role.
- All accountability areas are mandatory in that it is not acceptable for the Leading Hand to elect not to take on accountabilities required for the success of the position.
- Rather the specific application and predominant accountabilities for the Leading Hand will be determined by business needs in the area.
- Although there is an expectation that the role provides leadership in a technical, problem solving and work management sense, the role is not established to provide individual performance management & discipline of team members.
- This role is expected to take on all tasks required of the positions below this level, as the business requires based on their qualifications and competencies to perform the role.

APPENDIX B - WAO ELECTRICAL/INSTRUMENT TRADESPERSON DEVELOPMENT AND CAREER PATH MODEL



The following definitions further explain the components of the skills sets required by the positions in the career path model above:

1. Tagging Level 2 E/I:

Full scope - Level 2 tagging for Electrical Isolations.

Includes all electrical and instrument isolations (common &/or individual tagging). Audits of E/I people of same authorisation level. Includes tagging, where isolation must be done by personnel that are authorised, qualified & trained to do so. (Electrical Isolations) "The authorised tagger is responsible to take all reasonable and practical steps within their control to ensure that the scope of work has been completed." (Refer AUACDS2045-628)

2. HV Isolation & tagging:

Perform High Voltage Isolations and Issue of High Voltage Permits as per individual's level of authority.

Minimum level 2 High Voltage switching to be obtained and maintained,

- To Operate under Alcoa WAESTD062 High Voltage Safety and Operating Procedures (WAO)
- An Appointed Person who is authorised to carry out switching operation and issuing of High Voltage Permits on Nominated Plant High Voltage apparatus.

Training will be provided to obtain higher levels and levels will be maintained at the trained level. Alcoa will ensure sufficient practical exposure is available to ensure competency is maintained.

Level 3 remains voluntary as it has been in the past.

This is not a prerequisite for shift work.

Employees can nominate to undertake HV Level 3 Switching and successful candidates will be trained and required to maintain competence on an ongoing basis.

Competent HV Level 3 Operators will receive a letter of authorisation when they have met the minimum requirements and will be paid the HV Level 3 operator allowance [see Table in Clause 10.2] at that time. An authorised HV Level 3 Operator will provide a minimum of 6 month's notice in writing to withdraw from providing this function.

The HV Level 3 Operator will be required to undertake activities including and not limited to:

(a) Prepare switching programs (for a restricted area of the plant according to competency level);

- (b) Perform risk assessments for switching programs (for a restricted type of switchgear and restricted area of the plant according to competency level);
- (c) Prepare HV permits (Access permit, Sanction for Test and working on HV apparatus for a restricted area of the plant according to competency level);
- (d) Check HV permits (Access permit and Sanction for Test for a restricted area of the plant according to competency level);
- (e) Issue HV permits (Access permit and Sanction for Test for a restricted area of the plant according to competency level);
- (f) Issue Vicinity permits for the whole site;
- (g) Perform HV switching;

Restricted Appointed Areas include:

- Refinery substation transformers (Site specific)
- Refinery Substation HV switchboards (Site specific)
- Powerhouse generators (Site specific)
- Powerhouse transformers (Site specific)
- Cogen generators (Site specific)
- Cogen transformers (Site specific)
- Residue Substation Transformers (Site specific)

Note: areas to be defined as per authorised appointment letter.

3. Process Tagging associated with side stream instruments:

Covers E/I scope of work only. It cannot be used by other workgroups for their scope of work.

"Authorised taggers from within the Electrical Department may use a similar tag, identified by a distinctive red tab on the bottom. These tags are for exclusive use by electrical personnel only" (refer AUACDS2045-628) 3028 page 23)

4. Familiarisation with PCA (Process Control Applications)

1st pass diagnostic troubleshooting. Understanding use of escalation process for DCS.

5. Use of Maintenance System (Currently eAM)

Must be able to access existing MWO's (including work not completed in current week and backlog), open & close MWO's and generate maintenance work requests/work order.

This includes adding history, entering hours worked into Computerised Maintenance Management System (CMMS) and associated Software Packages (REX, Oracle etc.)

This information should be performed before the end of each shift. Must be able to requisition parts from stores.

Training will be provided for all functional use of the maintenance systems as required.

6. Critical Instrument Data Base,

Uploading, downloading of information, manual entries, build new data points. All tasks required to maintain instrument data bases. No limitations. Training will be provided for all functional use of Instrument data bases as required.

7. The use of training systems such as LMS

The training programs are provided by the Company and conducted through a combination of external, formal in-house (includes computer based training such as LMS) and structured on-the-job training. It is intended that such programs conform with emerging national standards. Computer skills training will be provided on an as needs basis.

It is the responsibility of each E/I trades person to complete all folders (with on-line assessments) included in E/I trades profile (includes mandatory EH&S & trade specific) before expiry date. It is management's responsibility to schedule time to perform this training. Reports will be generated to assist with compliance.

In terms of the LMS Folders; People will not be penalised for not doing the folders, if the time has not been made available to the individual to be able to do the mandatory folders for their profile.

Refusal to do the training is different to not having the time made available to do the training.

8. Document Writing:

Writing, updating & inputting of procedures such as SWI's, JSA's, Equipment Isolation sheets etc & technical procedures into the support system (Currently CDS).

9. Gas System Maintenance:

Training will be provided to ensure tradespeople are able to perform maintenance duties within their trades on gas systems. This training includes Gas safety & awareness, equipment familiarisation, supervision requirements & documentation to work as a Supervised Gas Fitter.

All work must be completed to trade standard. Notification of all works performed must be communicated to the Supervising Gas Fitter for the respective gas appliance. The minimum notification will be an entry into the shift log before the end of that shift. (Notification format will be detailed at the relevant training session & may vary based on work scope & location requirements).

10. Environmental / Quality / Safety System Maintenance:

Equipment lists for these systems will exist in CDS.

E/I trades will carry out work as per site requirements, and document according to the standards required for each location (Determined by site SPA's). The level of documentation will be sufficient to meet both internal & external audit requirements.

11. Logs & Communication Systems:

Logs & effective communication between tradespeople, and tradespeople and management is essential due to the 24/7 operation of the business, and the autonomous nature of the E/I workforce to eliminate waste.

It is a requirement that shift logs, and/or similar systems as determined by the Company must be completed with sufficient detail for effective follow up. These should be completed before the end of each shift.

Use of Radios, mobile phones, Tablets and other communication hardware (as determined by each site E/I management) will be for both safety and work management (assignment) use and is a key requirement due to the autonomous nature of the E/I workforce to eliminate waste.

12. Scheduling & Planning:

Ensures practical, timely and economic solutions to equipment failures. Is responsible for planning whole job, including the acquisition of parts and logistical support, by self-managing, prioritising and liaising with other work groups in the solving of problems associated with downtime caused by process faults.

Contributes to effective shut-down programmes by planning EI work and coordinating with other teams as required.

The intent is to have the tradesperson assisting in the Scheduling / Planning whole of job for all workgroups associated with EI work. There is no intent to have EI tradespersons carrying out full time planning work as part of their usual role.

APPENDIX C - TERMS AND CONDITIONS OF EMPLOYMENT FOR APPRENTICES

The terms and conditions of employment applicable to employees undertaking an apprenticeship with the Company will be as specified in Appendix C to this Agreement. Apprentices covered by this Agreement will receive terms and conditions as outlined in the Agreement, except as provided for in this Appendix. Where there is any inconsistencies between this Appendix and the terms of the Agreement, generally, the terms of this Appendix will apply to the extent of such consistency.

1. APPRENTICESHIP AGREEMENT

All Apprentices will be engaged under an Apprenticeship Agreement in line with the national training wage provisions of the Miscellaneous Award 2020 Schedule E or its successor.

2. PERIOD OF APPRENTICESHIP

- (a) The duration of an Apprenticeship Agreement will be established, and may be varied, by the relevant Government authority.
- (b) The first 3 months of the Apprenticeship Agreement is a probation period.
 - During this period, the Apprentice or the Company may cancel the Apprenticeship Agreement by giving written notice to the other.
- (c) The Company and the Apprentice (and his or her parent or guardian if the Apprentice is under 18 years old) can agree to cancel the Apprenticeship Agreement at any time. The relevant Government authority must approve the cancellation.

3. PAY RATES

The base salary and shift premium payments applicable to Apprentices are specified in Clause 10.2 (Rates of Pay).

4. SCHOOLING TIME

Periods of time which an Apprentice is required to spend during normal working hours at a technical or TAFE College will, for the purposes of pay and other entitlements, be deemed to have been spent in normal attendance at the relevant WA Operations location.

5. FEES

The Company will pay the fees associated with an Apprentice taking classes at a technical or TAFE College for the purpose of his or her Apprenticeship.

APPENDIX D – MINING ALLOWANCE AGREEMENT

Alcoa Mining Operations, CEPU

1. Parties Bound

This agreement applies and is binding on Alcoa of Australia Western Australian Mining operations, the Australian Manufacturing Workers Union (AMWU) and the Communication, Electrical and Plumbers Union (CEPU). Those employees within the Alcoa WA Mining Operations who are members of or are eligible to be members of the AMWU and CEPU are the subject of this agreement.

2. Effective Date

This agreement took effect on April 8, 2005.

3. Background

The nature of bauxite mining operations in the Darling Scarp is that of relatively shallow mining pits spread across wide areas. This necessitates the location of processing plant and related maintenance functions moving from time to time in relation to the key function of ore body mining. The Mining Allowance had been established to take account of this need for infrastructure and employee movement.

4. Terms

This agreement enables an employee to be required to start and finish at any work area within their respective mine (this is defined as the location at which they were first employed being either Huntly or Willowdale).

5. Payment

The Mining Allowance payable under this agreement is as outlined in clause 10.2 paid fortnightly through the payroll system.

6. Agreed Cost Offsets

The parties are committed to the following arrangements as offsets to the cost of the Mining Allowance. The implementation of i) formal shift handover and ii) scheduled job times is linked to the payment of the Mining Allowance.

- i) Formal shift handover with oncoming crew.
 - Mobile maintenance 5 panel shift crews

For any major job not completed by the end of shift and continuing into the next shift, a physical handover between the off going employee and the oncoming employee is to take place on the job. This is to ensure all the required knowledge is passed on so that the job can be completed on time and on budget. A typical handover will include:

- Parts stats.
- Stage of job.
- Explanation of work order details and full scope of work.
- Any requirements for additional resources.
- Relevant work order history record keeping.
- Fixed plant crews Roving Fitters
- Formal handover will occur at the vehicle change over area (currently exploration workshop area but this will change in the future, once the new work area is established at Del Park this is expected to be the sub 12/22 area). Formal handover occurs at Electrical Workshop for Willowdale.
- In the event of a breakdown the changeover expect to be on the job.
- All relevant information will be recorded in existing electronic recording logs.
- Electrical 5 panel crews
- Formal hand over in the Electrical Workshop currently at Huntly but will move to McCoy once Fixed Plant relocate.
- Willowdale handover will be conducted in the Electrical Workshop.
- In the event of a breakdown the changeover expected to be on the job.
- All relevant information will be recorded in existing electronic recording logs.
- Fixed Plant X& Y crews
 - On major shutdowns where the jobs progress beyond 12hrs a formal handover on the job or at the vehicle change over point will occur.
- ii) Scheduled time for jobs applies to both Mobile Maintenance and Fixed Plant maintenance. (Agreed OEM/Alcoa recommended job durations)

The parties agree that the aim of this is to establish a job task control method in the work place that identifies and eliminates non value adding activities within the maintenance function with the overall goal of improving maintenance effectiveness.

Target condition

All routine tasks will have job tickets with standard hours for performing those tasks and are completed within that timeframe. The review process for each job will have an inbuilt improvement focus.

Employees will actively be involved in improving effective tool time on routine jobs.

This will include:

• Developing estimates for job tasks including any required documentation.

- Recording plan verses actual for routine tasks.
- Identifying non value adding tasks/activities and compare to OEM standards whilst on site.
- Development of improvement plans.
- Implementation of improvement initiatives.
- Ongoing improvement cycle.
- Reporting of improvement performance for routine tasks.
- Measures
 - o Adherence to customer equipment contracts.
 - o Job durations (continual improvement trends).
 - o Service cycle time on Komatsu 73OE trucks to meet agreed values.

APPENDIX E – EXTENDED SICK LEAVE

1. POLICY PURPOSE

Extended paid sick leave is available to all monthly and fortnightly employees.

The policy aims to provide protection for employees against the effects of medium and long- term sickness or injury, which may prevent them from earning and/or maintaining an income stream. The policy also aims to assist the injured or ill employee to focus on his or her rehabilitation and early return to work while still enabling normal family and social activities.

The extended sickness benefits to be paid are subject to approval guidelines. This approval is firstly given by the employee's Line Manager (or his/her designated representative) and is based upon written information provided to the company by the sick or injured employee's treating medical practitioner.

It is in the interest of all concerned that Extended Paid Sick Leave be managed properly and that this benefit applies to those suffering from extended illness or injury.

The policy is designed to complement the company's Personal Accident Insurance plan, Flexible Work Arrangements policy and Rehabilitation and Return to Work policies and practices.

2. SCOPE

The policy will apply to all permanent full time and part time employees who are engaged on an on-going Contract of Employment of unlimited duration.

The locations covered by this policy include all Western Australia refineries and mining operations.

The policy does not replace or alter the benefits prescribed under Alcoa's 24 hr Personal Accident Insurance Plan.

It is not intended that any leave provided under this policy will be considered a 'debt' and require reimbursement when normal sick leave is accrued. There is no requirement for employees to utilise any other accrued leave (i.e. Annual or Long Service Leave) before being able to apply for consideration.

3. EXTENDED PAID SICK LEAVE ADMINISTRATIVE GUIDE

(i) Terms and Conditions of Approval

An employee may apply for extended sick leave for a period of medium to long term absence on account of personal illness or injury. Where an employee requires an extended period, more than twenty one days, they may apply for extended paid sick leave. A claim for the payment of Extended Paid Sick Leave cannot be made in conjunction with a claim for paid Sick Leave. Before being

eligible to apply for extended paid sick leave an employee must use all accrued sick leave entitlements to a balance of 40 hours or less.

The application will be made to the employee's Line Manager who, upon receipt of the request, will process the claim for extended paid sick leave in accordance with the terms and conditions of this policy. The employee must provide a certificate of medical unfitness by their personal GP for all periods of extended sick leave. In addition the GP must be able to provide confirmation that at the point of providing the certificate the prognosis is that the employee will return to work although recognising this may be through a rehabilitation program and potentially on graduated hours.

A Doctor's Certificate must be obtained as early as possible in any period of absence and the employee's Superintendent notified of the nature of the illness or injury and the anticipated duration of the absence as soon as possible. Doctors certificates prepared after the employee has returned to work will not normally be accepted and are likely to result in the non-payment of extended paid sick leave.

After genuine consultation the company may require a person to go to a company appointed medical practitioner for examination. Subsequent referrals to the company appointed medical practitioner for review will occur at no greater than four (4) weekly intervals. The sick or injured employee's Manager will have the discretion to waiver this requirement. The company appointed medical practitioner will ensure consultation occurs with the employee's treating medical practitioner when required. To enable the Company to effectively assess the request for provision of extended sick leave it may be necessary for the company doctor to discuss the injury or illness with the employee's GP. To effect that interaction there will be a requirement for the employee to sign a consent form to allow contact to be made. All such discussions will be covered by the normal protocol of medical confidentiality and any information so sourced will remain the property of the company's medical practitioner.

The provision of extended sick leave will not be granted in the case of elective cosmetic surgery.

(ii) Period of Application

The period of extended paid sick leave is limited to a maximum of 104 weeks for each separate case of injury or illness.

Relapses or re-occurrences of the same illness or injury will not constitute grounds for an additional 104 weeks of extended paid sick leave.

For each case of personal injury or illness the employee will not be eligible to apply for extended paid sick leave entitlement unless the absence period, as recommended by the employees GP and confirmed by Alcoa's medical representative, is equal to or greater than 21 calendar days.

The provision of extended paid sick leave will be limited to 104 weeks inclusive of periods where the employee is either "off work" or working "partial hours" or "day shift".

A week of extended paid sick leave is defined as being any calendar week where the company provides a component of make up pay for the purposes of meeting the intent of this policy.

(iii) Process for Application

Applications for the first four weeks of extended sick leave require the approval of the employees Manager and Human Resources.

Applications for all periods of extended sick leave beyond the initial four weeks require approval from the Location Manager or their nominee.

All applications for extended sick leave must be made on the appropriate form, which can be found in CDS (AUACDS-2046-743). In addition applications must include the following:

- (a) An appropriate medical certificate of unfitness covering the period and signed by the employee's GP. Certificates that are backdated will not be acceptable for the purposes of this policy.
- (b) A form 2 completed by the GP confirming the employees will be fit to return to work in their previous role and the anticipated time frame of such return to work Attachment 2.
- (c) A form 3 signed by the employees providing consent for the Alcoa medical representative to discuss the employee's medical condition with the employee's GP.

Any exceptions or applications for review will only be considered by the Location Manager or their nominee.

Employees must complete the required documentation prior to the intended commencement date of an extended sick leave absence.

The employee is responsible for ensuring that the paperwork is received within one week of the need for extended sick leave being identified.

(iv) Discontinuance of Extended Paid Sick Leave

Where medical evidence is obtained by the company appointed medical practitioner that confirms that the sick or injured employee is unable to return to his/her pre-injury duties on a permanent basis and no alternative positions are available for permanent employment within the company then a period of notice of not less than 6 weeks will be provided to the employee re the discontinuance of the extended paid sick leave. A claim for III Health or Total and Permanent

Disablement will be discussed with the sick or injured employee upon confirmation that the individual is unable to return to his/her pre injury duties on a permanent basis.

Failure on the part of the sick or injured employee to meet the terms and conditions of this policy, including participation in rehabilitation, will result in the immediate discontinuance of the extended paid sick leave.

Where discontinuance of extended paid sick leave is instigated and subsequently this action is contested a formal process of appeal can be instigated at the request of the sick or injured employee with his or her immediate supervisor. The Superintendent on receipt of the appeal will convene a review team consisting of the employee, his/her nominated representative the Line Manager (or his/her nominated representative), a representative of the HR group and the company's appointed health professional.

In cases of personal injury or illness where the issue of the discontinuance of extended paid sick leave remains unresolved after the review team has met, the matter will be referred to the Location Manager or their nominee for consideration.

(v) Care of Family Members

Extended paid sick leave is not available for leave due to illness of a family member. The terms and conditions of taking leave due to illness of a family member are provided under this agreement (Clause 17.2) and/or Alcoa's Flexible Work Arrangements Policy.

(vi) Rate of Pay

Extended paid sick leave will be paid at 100% of that employee's base rate for a period of 3 months. Thereafter, employees will be paid at 85% of their base rate.

Employees will only be paid for approved extended sick leave from the 22nd day of their absence arising from illness or injury (i.e. for the first 21 days, the employee will be required to utilise personal leave, other paid leave or unpaid leave).

No allowances or shift premium payment shall be payable whilst an employee is absent on approved extended sick leave.

Employees working restricted hours or light duties as part of a return to work program will be paid at 100% of that employee's base rate and the applicable shift premium payment for those hours worked on shift.

(vii) Specific Exclusions.

Employees engaged on a casual employment contract will not be eligible for the provisions prescribed in this policy.

Alcoa of Australia Limited



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17 November 2021

Commissioner Simpson
Fair Work Commission
Level 14, Central Plaza Two
66 Eagle Street, Brisbane QLD 4000

Dear Commissioner Simpson,

Re: Application for approval of *Alcoa of Australia, WA Operations, Electrical Trades Enterprise Agreement 2021 (AG2021/8202)* | Undertaking by Alcoa of Australia Limited

In relation to the application for approval of the *Alcoa of Australia, WA Operations, Electrical Trades Enterprise Agreement 2021* (the Agreement), Alcoa of Australia Limited (Alcoa) gives the following undertaking in accordance with section 190 of the *Fair Work Act 2009 (Cth)*.

Term of Agreement

Clause 7(a) is replaced with the following:

This Agreement will come into operation seven days after the Agreement is approved by the Fair Work Commission and will have a nominal term of four years from the date of approval.

National Employment Standards

The following clause is inserted, and replaces the first paragraph in clause 17 (related to leave entitlements and their interaction with the NES):

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.

Part-time Employment

The following subclause is inserted in 8.7:

The minimum engagement for a part-time employee is 3 consecutive hours on each occasion.

Casual Employment

The following subclause is inserted in 8.8(b):

The minimum engagement for a casual employee is 3 consecutive hours on each occasion.

Alcoa understands and acknowledges that this undertaking, if accepted by the Fair Work Commission, will be taken to be a term of the Agreement.

Please contact me if you have any gueries or would like to discuss the undertaking.

Yours sincerely

Hollie Crittall

Senior Employee Relations Business Partner