



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

South32 Worsley Alumina Pty Ltd
(AG2023/2171)

SOUTH32 WORSLEY ALUMINA REFINERY MAINTENANCE TRADES ENTERPRISE AGREEMENT 2023

Aluminium industry

DEPUTY PRESIDENT O'KEEFFE

PERTH, 17 JULY 2023

Application for approval of the South32 Worsley Alumina Refinery Maintenance Trades Enterprise Agreement 2023.

[1] An application has been made for approval of an enterprise agreement known as the South32 Worsley Alumina Refinery Maintenance Trades Enterprise Agreement 2023 (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by South32 Worsley Alumina Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The notification time for the Agreement under s.173(2) was 3 December 2021 and the Agreement was made on 16 June 2023. Accordingly, the genuine agreement requirements are assessed under the Act as those applying before 6 June 2023 and the better off overall test is that applying on and from 6 June¹2023

[3] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (AMWU) lodged a Form F18 statutory declaration 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 the Agreement covers the AMWU.

[5] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 1 September 2026.

¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.



DEPUTY PRESIDENT

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CORRECTION TO DECISION

Fair Work Act 2009

s.185—Enterprise agreement

South32 Worsley Alumina Pty Ltd
(AG2023/2171)

SOUTH32 WORSLEY ALUMINA REFINERY MAINTENANCE TRADES ENTERPRISE AGREEMENT 2023

Aluminium industry

DEPUTY PRESIDENT O'KEEFFE

PERTH, 21 JULY 2023

Application for approval of the South32 Worsley Alumina Refinery Maintenance Trades Enterprise Agreement 2023 - correction to decision - paragraph [4].

The decision issued by the Fair Work Commission on 17 July 2023 [\[\[2023\] FWCA 2193, PR764279\]](#) is corrected as follows:

[1] By deleting the wording contained in paragraph 4 and replacing the wording of the entirety of paragraph 4 with the following text:

The Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (AMWU) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) lodged Form F18 statutory declarations giving notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the AMWU and the CEPU.



DEPUTY PRESIDENT

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**South32 Worsley Alumina
Refinery Maintenance
Trades Enterprise
Agreement 2023**

Contents

1	Title	3
2	Definitions	3
3	Scope	4
4	Operation	5
5	Duration	5
6	Company Policies and Procedures	5
7	Types of employment	5
8	Probationary Period	6
9	Hours of work and additional hours	6
	9.1 Ordinary hours of work	6
	9.2 Additional hours	6
10	Rostering arrangements	6
	10.1 Rosters	6
	10.2 Commencement or ceasing shift work.....	7
	10.3 Meal breaks	7
11	Total Salaries	7
12	Wage Increases	8
13	Superannuation	8
14	Legacy Worsley Contractual Benefits	8
15	Progression through Classification structure	8
16	Shift Allowance	9
17	7 Day Worker Weekend Allowance	10
18	Adhoc Shift Payment	10
19	Additional Shift Payment	11
20	Other Allowances	12
	20.1 IRATA Rope Access Technician Payment	12
	20.2 Electrical Worker's Licence Allowance	12
21	Annual Leave	13
	21.1 Entitlement	13
	21.2 Direction to take annual leave	13
	21.3 Cashing out annual leave	13
	21.4 Purchased Leave	13

Contents

22	Personal/Carer's Leave	14
23	Long Service Leave	14
24	Compassionate Leave	14
25	Paid Domestic Violence Leave	14
26	Notice of Termination of Employment	15
27	Redundancy	15
28	Personal protective equipment	15
29	Fitness for work	16
30	Qualifications and licences	16
31	Dispute settlement procedure	16
32	Individual Flexibility Agreement	17
33	Requests for flexible working arrangements	18
34	Consultation	18

1 Title

This Agreement may be referred to as the South32 Worsley Alumina Refinery Maintenance Trades Enterprise Agreement 2023.

2 Definitions

Term	Meaning
7 Day Worker	An Employee who performs their ordinary hours in shifts as allocated by the Company which commence at or after 0600 and finish at or before 1800 and are worked seven (7) days per week including Public Holidays. For the avoidance of doubt, these Employees are not shiftworkers for the purposes of the NES.
Additional Hours	Hours in excess of an average of 40 ordinary hours per week for Weekday Workers or hours in excess of 42 ordinary hours per week for 7 Day Workers and Shift Workers, averaged over a roster cycle of up to 26 weeks.
Afternoon shift	A rostered shift finishing after 1800 and at or before midnight, except a 12 hour shift.
Agreement	South32 Worsley Alumina Refinery Maintenance Trades Enterprise Agreement 2023
Bunbury Port Facility	The Company's Bunbury Port Facility located at Berth 6 Inner Harbour Road Bunbury.
Classification Level	The minimum skills, competencies and qualifications required of a given classification described in Schedule 3.
Company	South32 Worsley Alumina Pty Ltd (ACN 008 905 155).
Employee	Employees of the Company who are employed at the Worsley Alumina Refinery or the Bunbury Port Facility, within one of the classifications listed in Schedule 3 to this Agreement.
FW Act	<i>Fair Work Act 2009</i> (Cth) as amended or replaced from time to time.
FWC	Fair Work Commission.

NES	The National Employment Standards in the FW Act.
Night Shift	A shift finishing after midnight and at or before 0800.
Operational Date	Seven (7) days after the Fair Work Commission approval of this Agreement.
Public Holiday	A public holiday prescribed by section 115 of the FW Act.
Shift Worker	<p>An Employee rostered to regularly work on Afternoon Shift and/or Night Shift, even if the employee also works on day shift.</p> <p>For the avoidance of doubt, these Employees regularly work on weekends and public holidays and therefore are shiftworkers for the purposes of the NES.</p>
Total Salary	An Employee's Total Salary includes compensation for the work of the employee's role including provision for ordinary hours, reasonable handover in accordance with clause 9.2, annual leave loading, applicable breaks, and all other allowances (excluding shift allowance, ad hoc shift allowance and additional shift payments, electrical licence allowance and IRATA ropes access payment where applicable).
Unions	<p>The Unions covered by this Agreement are:</p> <ul style="list-style-type: none"> the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union known as the Australian Manufacturing Workers' Union (AMWU); and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) (ETU WA Branch).
Weekday Worker	An Employee who performs their ordinary hours in shifts as allocated by the Company which commences at or after 0600 and which finishes at or before 1800, which are not regularly rostered to work on weekends and public holidays.
Worsley Alumina Refinery	The Company's Alumina Refinery located at Gastaldo Rd Collie.

3 Scope

This Agreement will cover:

- (1) the Company;
- (2) the Employees; and
- (3) the Unions.

To avoid doubt, the Agreement does not cover:

- (4) school-based apprentices;
- (5) trainees;
- (6) supported wage employees; or
- (7) employees of the Company who are employed as specialist work management planners and schedulers, condition monitoring officers, (non-destructive testing personnel) and welding inspectors.

4 Operation

- (a) This Agreement operates as a stand-alone agreement and replaces, in entirety any and all awards, registered and unregistered agreements and memorandums of understanding (MOUs) which may otherwise have applied to the Employee.
- (b) This Agreement will be read and interpreted in conjunction with the 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.

5 Duration

- (a) This Agreement will operate seven (7) days after it is approved by the FWC (Operational Date).
- (b) The nominal expiry date of this Agreement is 1 September 2026.
- (c) The parties to this Agreement will commence renegotiation discussions six (6) months prior to the nominal expiry date.

6 Company Policies and Procedures

Company policies and procedures do not form part of this Agreement. Employees are required to comply with the Company policies and procedures as varied or replaced from time to time.

7 Types of employment

- (a) Employees may be engaged on a full-time or part-time basis.
- (b) A full-time or part-time Employee may be engaged on a permanent basis or for a maximum term or fixed term.
- (c) A full-time employee is an Employee who is employed to work 40 ordinary hours per week (Weekday Worker), or 42 ordinary hours per week (Shift Worker or 7 Day Worker) averaged over their roster cycle.
- (d) A part-time Employee is an Employee who is employed to work a regular pattern of hours which over the roster cycle average less than 40 ordinary hours per week (Weekday Worker), or less than 42 ordinary hours per week (Shift Worker or 7 Day Worker).
- (e) Employees engaged on a part-time basis must be engaged for a minimum of four (4) hours per shift.

8 Probationary Period

- (a) Employees will be employed on a probationary period of three months from the commencement of their employment with the Company, unless they are transferring to the Company from an associated entity.
- (b) Either party may terminate an Employee's employment during the probationary period by providing one week's notice. The Company may make payment in lieu of notice or a combination of notice and payment in lieu of notice.

9 Hours of work and additional hours

9.1 Ordinary hours of work

- (a) The ordinary hours of work of a Weekday Worker will not exceed 12 hours each day (exclusive of meal breaks) and 40 ordinary hours per week, averaged over a roster cycle of up to 26 weeks.
- (b) The ordinary hours of work of a 7 Day Worker and a Shift Worker will not exceed 12 hours each day (inclusive of meal breaks) and 42 ordinary hours per week, averaged over a roster cycle of up to 26 weeks.
- (c) All travel from an Employee's place of residence to their pre-start location/work area at the Company and from their end of shift location at the Company to their place of residence, will be in their own time, will not constitute time worked, and will not be paid.

9.2 Additional hours

- (a) The Company may require Employees to perform reasonable handover work to ensure the continuity of operations.
- (b) Employees may also be required to work reasonable additional hours in excess of an average of 40 ordinary hours per week (Weekday Worker) or in excess of an average of 42 ordinary hours per week (7 Day Worker or Shift Worker) (**Additional Hours**).
- (c) Where Employees are required to work a full shift of Additional Hours, the Employee will be paid the Additional Shift Payment in accordance with clause 19.
- (d) Where Employees are required to work Additional Hours that are more than one continuous hour but less than a full shift in duration, the Employee will be entitled to claim time off in lieu (TOIL) for the time worked. Additional Hours that are less than a full shift will not be eligible to receive the additional shift payment prescribed by clause 19.

10 Rostering arrangements

10.1 Rosters

- (a) The Company will determine the rosters that are to be worked by Weekday Workers, 7 Day Workers and Shift Workers.
- (b) The Company may amend these rosters and/or introduce new rosters from time to time to meet operational requirements following consultation in accordance with Clause 34 (Consultation) of this Agreement and notice of 14 days to affected Employees.
- (c) Clause 10.1(b) does not apply in the case of an emergency, during which the Company may immediately vary or suspend any roster arrangements for the duration of the emergency.
- (d) In the event of changes to a Weekday Worker, 7 Day Worker or Shift Worker's regular roster, the Company may conduct a review of the Employee's eligibility to receive the shift allowance or weekend allowance in accordance with clause 16 and 17 respectively to reflect the changes.

- (e) Where an Employee changes their regular roster and this results in a change in the ordinary hours worked per week, the Employee's Total Salary will be amended to reflect the applicable Total Salary in either Schedule 1 or Schedule 2 of this Agreement for their new ordinary hours.

10.2 Commencement or ceasing shift work

- (a) The Company may, from time to time, require a Weekday Worker and 7 Day Worker to transfer to a Shift Worker, and vice versa.
- (b) Where this occurs, an Employee will be provided with fourteen (14) days' notice.

10.3 Meal breaks

- (a) A Weekday Worker will be entitled to an unpaid meal break of not less than 30 minutes per day, plus a paid morning tea break of ten (10) minutes.
- (b) A Shift Worker or a 7 Day Worker on a shift of 10 hours or less will be entitled to a paid meal break of 30 minutes per shift.
- (c) A Shift Worker or a 7 Day Worker on a shift for longer than 10 hours will be entitled to two paid meal breaks of 30 minutes per shift.
- (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) Meal breaks may be taken as multiple separate breaks by mutual agreement, subject to operational requirements, to ensure the continuity of operations.
- (f) An Employee working Additional Hours will be entitled to a paid rest break as follows:
 - (1) Where an Employee is working Additional Hours for 1.5 hours or more after the completion of their rostered hours, they will be entitled to a paid rest break of 20 minutes prior to working the Additional Hours; and
 - (2) In all cases, a paid rest break of 20 minutes after each 4 hours of Additional Hours worked (except where the Employee is not required to resume work after the rest break).
- (g) Where an Employee works an Additional Shift, the paid rest break referred to in clause 10.3(f)(2) is included in the Additional Shift Payment.

11 Total Salaries

- (a) Employees who work 40 ordinary hours per week will be paid a minimum annualised Total Salary in accordance with Schedule 1, plus any applicable allowances and/or payments in accordance with clauses 18, 19 and 20.
- (b) Employees who work 42 ordinary hours per week will be paid a minimum annualised Total Salary in accordance with Schedule 2, plus any applicable allowances and/or payments in accordance with clauses 16, 17, 18, 19 and 20.
- (c) In addition to the Total Salaries in Schedule 1 or Schedule 2, an Employee who is employed by the Company and covered by this Agreement on the Operational Date will receive a lump sum payment of \$3000 gross. This payment will be made in the first full pay period on or after the Operational Date of this Agreement. Employees who are employed after the Operational Date of this Agreement or are no longer employed by the Company on the Operational Date of this Agreement are not entitled to receive this payment.
- (d) Where an Employee changes their regular roster and this results in a change in the ordinary hours worked per week, the Employee's total salary will be amended to reflect the applicable total salary in either Schedule 1 or Schedule 2 of this Agreement for their new ordinary hours worked.
- (e) For the avoidance of doubt, the Total Salary paid to an Employee immediately prior to the approval of the Agreement will not be reduced as a result of the commencement of this Agreement.

- (f) Employees authorise the Company to deduct or withhold from their pay an amount equal to any fringe benefits tax or other tax payable, or required to be withheld, by the Company (other than payroll tax) on any component of an Employee's remuneration.
- (g) The Company will pay an Employee's wage fortnightly directly into their nominated bank, building society or credit union account.

12 Wage Increases

- (a) An Employee who works 40 ordinary hours per week will receive increases to their Total Salary in accordance with Schedule 1.
- (b) An Employee who works 42 ordinary hours per week will receive increases to their Total Salary in accordance with Schedule 2.
- (c) An Employee who, upon commencement of the Agreement, is paid in excess of the applicable Total Salary for their Classification Level prescribed in Schedule 1 or Schedule 2, payable under this Agreement, will not receive an increase in accordance with clause 12(a) or clause 12(b) until such time as the Total Salary payable to the Employee under this Agreement for their classification is greater than their current Total Salary, from which time the Employee will be paid the applicable Total Salary in the Agreement.
- (d) An Employee whose Total Salary exceeds the applicable Total Salary for their Classification Level prescribed in Schedule 1 or Schedule 2 of this Agreement by ten (10) percent or less, will receive a lump sum payment equivalent to one (1) percent of the Total Salary for their applicable Classification Level prescribed by Schedule 1 or Schedule 2 of this Agreement. The lump sum payment will be paid in the applicable first pay period after the Total Salary increase date prescribed by Schedule 1 or Schedule 2. Nothing in this clause precludes the entitlement to the lump sum payment payable under clause 11(c) of this Agreement.

13 Superannuation

The Company will make superannuation contributions on each Employee's behalf to a complying superannuation fund in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

14 Legacy Worsley Contractual Benefits

Nothing in this Agreement affects the continued operation of existing individual contracts between the Company and Employees provided that an individual contract shall not operate to reduce a benefit that would otherwise be provided to an Employee in accordance with this Agreement.

15 Progression through Classification structure

- (a) Effective from the Operational Date, the Company will appoint an existing Employee to a classification level within Schedule 3 of this Agreement. This appointment will be determined by the following factors:
 - (1) the Employee's current qualifications and competencies required to satisfy a specific level and all levels below. If a qualification or competency has expired through no fault of the Employee, the Employee will be recognised as holding that qualification or competency for the purpose of this initial classification level appointment and the Company will arrange for the Employee to undertake the relevant training; and

- (2) the Company's assessment that the Employee is routinely required to utilise the competencies and qualifications, or the Employee is required by the Company to periodically use the competencies and qualifications in another area eg shutdowns.
- (b) The movement of an Employee between levels within the classification structure in Schedule 3 is dependent on the following factors:
 - (1) the Employee achieving and maintaining the competencies required by the Company within a specified level and all levels below; and
 - (2) the Company's assessment that the Employee is routinely required to utilise those competencies and qualifications, or the Employee is required by the Company to periodically use the competencies and qualifications in another area eg shutdowns.
- (c) When the Company recruits a new Employee from the external market, the Employee will be assessed for their applicable classification level based on their skills, qualifications, and experience at the time of recruitment. In the circumstances where this Employee meets all requirements of a specific classification level except for Worsley specific competencies, they will be classified at this level and a training plan will be developed to close out the Worsley specific training gaps within the first six (6) months of their employment. In the event the Company does not provide the required training within this period, the Employee will maintain their current classification structure until such time as the Employee is offered the opportunity to complete the required training.
- (d) The Company may require an Employee to perform work within a lower classification from time to time in accordance with operational requirements, save that the Employee's Total Salary and Classification Level will not reduce as a result.
- (e) In the event an Employee fails to maintain a relevant competency or qualification required for their specific classification level, the Company may appoint the Employee to a lower classification. In these circumstances, the Employee will be paid the Total Salary relevant to the lower classification. In the event, the Company unreasonably delays training or does not offer training, which results in the Employee not being able to maintain their competency or qualification, this clause will have no effect.

16 Shift Allowance

- (a) Employees recognise and agree that the Company's operations are based on a continuous 24/7 process, and that it is a condition of employment that they may perform shift work as part of their roster cycle when required by the Company.
- (b) The Company will pay Shift Workers (including apprentices who are Shift Workers) an annual shift allowance in addition to the Total Salary as per the below table.

Operative date	Annualised shift allowance
Operational date of EA	\$28,000
From 1 September 2023	\$29,120
From 1 September 2024	\$29,993.60
From 1 September 2025	\$30,893.40

- (c) The shift allowance represents payment for all disabilities associated with the performance of shift work including but not limited to Afternoon Shifts and Night Shifts, and work on Public Holidays and weekends.
- (d) Shift Workers are required to support the Company to maintain coverage for both planned and unplanned absences. Shift Workers must not unreasonably refuse to provide shift cover. The shift allowance also compensates Shift Workers for this requirement when it is worked within ordinary

hours. If this results in a Shift Worker performing a full shift in excess of their ordinary hours, the Shift Worker would be entitled to the additional shift payment in clause 19(c).

- (e) For the avoidance of doubt, Shift Workers are not eligible to receive the weekend allowance in accordance with clause 17, or the adhoc shift payment in accordance with clause 18. However, Shift Workers are eligible to receive the additional shift payment in clause 19.
- (f) The shift allowance is calculated in the manner set out in Schedule 4. In the event that the Company introduces a roster that consists of more or less penalty hours over the course of a 12 month period, the applicable shift allowance will be adjusted according to the calculation set out in Schedule 4.

17 7 Day Worker Weekend Allowance

- (a) Employees recognise and agree that the Company's operations are based on a continuous 24/7 process, and that it is a condition of employment that they will perform work on weekends as part of their roster cycle when required by the Company.
- (b) The Company will pay a 7 Day Worker an annualised weekend allowance in addition to the Total Salary when they are required to work a roster which covers seven (7) days of the week and Public Holidays as per the below table.

Operative date	Annualised weekend allowance
Operational date of EA	\$23,000
Effective from 1 September 2023	\$23,920
Effective from 1 September 2024	\$24,637.60
Effective from 1 September 2025	\$25,376.72

- (c) The weekend allowance represents payment for all disabilities incurred in the performance of weekend work and Public Holidays.
- (d) 7 Day Workers are required to support the Company to maintain coverage for both planned and unplanned absences on weekends. 7 Day Workers must not unreasonably refuse to provide weekend shift cover.
- (e) For the avoidance of doubt, 7 Day Workers are not eligible to receive the shift allowance in accordance with clause 16. If a 7 Day Worker is required to work an adhoc Night Shift on a weekday as part of their ordinary hours of work, the 7 Day Worker is entitled to the adhoc shift payment in accordance with clause 18 in addition to the weekend allowance.
- (f) 7 Day Workers are also eligible to receive the additional shift payment in clause 19.
- (g) The weekend allowance is calculated in the manner set out in Schedule 4. In the event that the Company introduces a roster that consists of more or less penalty hours over the course of a 12 month period, the applicable weekend allowance will be adjusted according to the calculation set out in Schedule 4.

18 Adhoc Shift Payment

- (a) From time to time and due to operational requirements (including but not limited to during shutdowns and planned maintenance), the Company may require a:
 - (1) Weekday Worker to work a day shift on a weekend, a Night Shift or a Public Holiday as part of their ordinary hours; and/or

- (2) 7 Day Worker to work a Night Shift on a weekday, or an additional weekend day shift as part of their ordinary hours.

- (b) In these circumstances, the Employee will receive an adhoc shift payment in addition to their Total Salary as follows.

Shift worked	Shift Length	Adhoc Shift Payment Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Monday to Friday – Night Shift	8 hours	\$148.93	\$154.89	\$159.53	\$164.32
	10 hours	\$186.15	\$193.60	\$199.40	\$205.39
	12 hours	\$223.39	\$232.33	\$239.30	\$246.47
Saturday – all shifts (Weekday Worker only)	8 hours	\$194.25	\$202.02	\$208.08	\$214.32
	10 hours	\$242.81	\$252.52	\$260.10	\$267.90
	12 hours	\$291.37	\$303.02	\$312.12	\$321.48
Sunday – all shifts (Weekday Worker only)	8 hours	\$259.00	\$269.36	\$277.44	\$285.76
	10 hours	\$323.75	\$336.70	\$346.80	\$357.20
	12 hours	\$388.50	\$404.04	\$416.16	\$428.65
Public Holidays – all shifts (Weekday Worker only)	8 hours	\$323.75	\$336.70	\$346.80	\$357.20
	10 hours	\$404.68	\$420.87	\$433.49	\$446.50
	12 hours	\$485.62	\$505.04	\$520.20	\$535.80

- (c) The Company will give an Employee 48 hours' notice of a requirement to work a shift in accordance with this clause.
- (d) Clause 18(c) does not apply in exceptional circumstances, in which the Company will provide affected Employees with notice as soon as practicable.
- (e) An Employee required to work a shift in accordance with this clause must not unreasonably refuse to work the shift.
- (f) An Employee who swaps a shift with another Employee at their own initiative will not be entitled to receive the adhoc shift loading.

19 Additional Shift Payment

- (a) To meet operational requirements, the Company may require an Employee to work a full additional shift in excess of their ordinary hours as defined by clause 9.1(a) or 9.1(b).
- (b) Additional shifts must be approved in advance by the Employee's Department Manager or other authorised person prior to being worked by an Employee.

- (c) Where an Employee performs an additional shift, the Employee will be paid an additional shift payment plus their Base Rate at ordinary time for the duration of the shift in accordance with the table below.

Day worked	Shift Length	Additional Shift Payment Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Monday to Sunday	8 hours	\$259.00	\$269.36	\$277.44	\$285.76
	10 hours	\$323.75	\$336.70	\$346.80	\$357.20
	12 hours	\$388.50	\$404.04	\$416.16	\$428.65
Public Holiday	8 hours	\$323.75	\$336.70	\$346.80	\$357.20
	10 hours	\$404.68	\$420.87	\$433.49	\$446.50
	12 hours	\$485.62	\$505.04	\$520.20	\$535.80

- (d) Part time employees are entitled to the additional shift payment on a pro rata basis.
- (e) An Employee can opt to take the hours worked on an additional shift as time off in lieu (**TOIL**), which will be paid at the Employee's Total Salary in accordance with the Company's TOIL procedure as amended from time to time. Where this occurs, the Employee will accrue these hours on an hour for hour basis.
- (f) The additional shift payment is an all-inclusive payment which compensates the Employee for all allowances and entitlements the Employee may be entitled to as a result of working the additional shift.
- (g) The additional shift payment is only payable where the Employee performs a full shift, ie 8, 10 or 12 hours (as applicable), which is in excess of their ordinary hours in clause 9.1(a) or 9.1 (b). Subject to clause 19(d), no pro rata payments will be made for shift lengths shorter than 8, 10 or 12 hours (as applicable).

20 Other Allowances

20.1 IRATA Rope Access Technician Payment

- (a) An Employee who holds a current IRATA (International Rope Access Trade Association) certified Rope Access Technician competency and is appointed by the Company to undertake Rope Access duties will receive an annualised IRATA Rope Access Technician Payment of \$3,000.00 which will be paid on a fortnightly basis.
- (b) It is the responsibility of the Employee to ensure that their individual logbook is updated to record hours worked on ropes to maintain their IRATA certification.
- (c) If an Employee's IRATA certification lapses, expires, or is removed for any reason, the Employee's IRATA Rope Access Technician Payment will be removed and will cease at the next pay period.

20.2 Electrical Worker's Licence Allowance

- (a) An Employee who is classified as a Technician Electrical or Technician Electrical – Specialised (in Levels 1-3) in Schedule 3 and who holds a current Western Australian Unrestricted Electrician's Licence, will receive an annualised allowance of \$3,000 (paid fortnightly).

- (b) 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 allowance includes any acknowledgement of future legislative procedures or requirements.
- (c) An Employee who is classified as Technician Electrical (in Levels 1-3) in Schedule 3 and who holds a current Western Australian restricted Electrician's Licence, will receive an annualised allowance of \$1,500 (paid fortnightly).

21 Annual Leave

21.1 Entitlement

- (a) Employees will be entitled to annual leave in accordance with the NES.
- (b) Weekday Workers and 7 Day Workers are entitled to four (4) weeks annual leave for each year of service with the Company.
- (c) Shift Workers are entitled to five (5) weeks' annual leave for each year of service.
- (d) Shift Workers and 7 Day Workers will be paid the shift allowance in accordance with clause 16 and the weekend allowance in accordance with clause 17 (respectively) while they are on annual leave.
- (e) For the avoidance of doubt, annual leave loading has been included in the applicable Total Salary in Schedule 1 or Schedule 2.
- (f) The Company will not adjust any accrued leave balances effective from the Operational Date of this Agreement and will only adjust future annual leave accrual rates in accordance with clause 21.1.

21.2 Direction to take annual leave

- (a) The Company may direct an Employee to take annual leave:
 - (1) if the Employee has accrued more than 10 weeks of annual leave, provided that the direction does not leave the Employee's remaining accrued entitlement to annual leave being less than 6 weeks, provided four (4) weeks' notice is provided; and/or
 - (2) where the Company shuts down the business or part of the business where the Employee works, provided four (4) weeks' notice is provided.

21.3 Cashing out annual leave

- (a) Annual leave may be cashed out by written agreement between an Employee and the Company.
- (b) Annual leave can only be cashed out if the Employee's remaining annual leave balance after cashing out the leave is equal to or greater than four (4) weeks.
- (c) Employees can only cash out a maximum of two (2) weeks' annual leave in any period of 12 months.

21.4 Purchased Leave

- (a) Employees may enter into an arrangement with the Company to purchase leave in addition to their paid annual leave entitlements per year of service, provided that at the time of the application, the Employee has an annual leave balance of less than 4 weeks (pro rated for part time Employees).
- (b) Purchased leave will be credited to an Employee's annual leave balance and will be paid for by the Employee via payroll deductions each pay period. This leave must be paid for in full within 12 months from the date of approval.
- (c) Purchased leave can only be taken in one (1) week blocks to a maximum of four (4) weeks leave per year, inclusive of the Employee's paid annual leave entitlements.

- (d) Further information as well as the process for applying for purchased leave can be found in the Company's Purchased Leave Australia Procedure.

22 Personal/Carer's Leave

- (a) Employees are entitled to personal/carers' leave in accordance with the NES.
- (b) Further information as well as the process for applying for personal/carers' leave can be found in the Company's Leave Procedure.

23 Long Service Leave

- (a) Employees are entitled to long service leave in accordance with this clause to the extent that it is more beneficial than any other legal entitlement that arises.
- (b) Where an Employee has completed at least ten years' continuous service, the Employee is entitled to long service leave as follows.
 - (1) In respect of 10 years' continuous service so completed - 13 weeks.
 - (2) In respect of each successive 5 years' continuous service completed after the first 10 years – 6.5 weeks.
- (c) On termination of the Employee's employment for any cause other than serious misconduct, including death, the Employee is entitled to pro rata payment of any accrued but untaken long service leave, calculated on the basis of 13 weeks for 10 years' continuous service. Where Employees have completed at least 7 years' continuous service but less than 10 years, Employees are eligible for pro rata payment for long service leave upon termination (except in the case of termination for serious misconduct) calculated on the basis of 13 weeks for 10 years of continuous employment.
- (d) Employees will be paid their Total Salary whilst on long service leave, but no shift allowance, adhoc shift payment, weekend loading allowance, additional shift payments, penalty rates, special rates, disability allowances, fares and travelling allowances or the like will be paid.
- (e) Employees will not have their long service leave entitlement deducted with respect to any Public Holidays that fall during a period of long service leave.

24 Compassionate Leave

- (a) Employees are entitled to compassionate leave in accordance with the NES.
- (b) Further information as well as the process for applying for compassionate leave can be found in the Company's Leave Procedure.

25 Paid Domestic Violence Leave

- (a) The Company provides Employees who are directly experiencing domestic violence or are supporting a person who is experiencing domestic violence with ten (10) days paid domestic violence leave per calendar year.
- (b) The entitlement to paid domestic violence leave is in addition to other minimum leave entitlements.
- (c) This leave may be used for counselling, attending medical appointments, legal proceedings and for other activities that may be necessary.
- (d) Further information about paid domestic violence leave and other support mechanisms can be found in the Company's Domestic Violence Support Procedure.

26 Notice of Termination of Employment

- (a) Subject to clause 8(b), an Employee's employment may be terminated by either party giving four weeks' written notice.
- (b) If an Employee is 45 years of age or older and has at least 2 years' continuous service with the Company, the Company will provide five weeks' notice.
- (c) The Company may pay an Employee in lieu of all or any part of the notice period.
- (d) Nothing in this clause prevents or restricts the right of the Company to terminate an Employee's employment summarily without notice on the grounds of serious misconduct or as otherwise permitted by law.
- (e) During any part of an Employee's notice period, the Company may direct them:
 - (1) not to attend for work at the Company's premises;
 - (2) to attend for work at a different location to their usual work location;
 - (3) to perform no work; or
 - (4) to perform designated duties whether or not these duties form part of their usual role.

27 Redundancy

- (a) Where the Company has given notice of termination to an Employee as a result of redundancy in accordance with clause 26 and the Employee wishes to leave their employment before the expiry of that notice period, the Company is not obligated to pay them for the period of notice not worked.
- (b) Employees are entitled to a day of paid leave during the notice period to seek other employment. This leave should be taken at a time that is mutually convenient to the Employee and the Company.
- (c) An Employee (other than a maximum term or fixed term Employee) whose position is made redundant is entitled to a redundancy payment equal to:
 - (1) 14 weeks' pay at the Total Salary for the first 5 years of continuous service with the Company; then
 - (2) 3 weeks' pay at the Total Salary for each year of completed service between 5 to 10 years continuous service with the Company; then
 - (3) 3.5 weeks' pay at the Total Salary for each completed year of continuous service with the Company after 10 years.
- (d) Clause 27(c) does not apply if the Employee has been offered other acceptable employment.
- (e) Periods of unpaid parental leave, unpaid adoption leave or unpaid leave of any other type (including salary continuance), do not count as continuous service when calculating redundancy payments.
- (f) Where an Employee has worked part-time for any part of their continuous service with the Company, their full time equivalent (FTE) years of service will be used to calculate the severance payable.
- (g) Maximum term or fixed term Employees will receive redundancy entitlements in accordance with the NES.

28 Personal protective equipment

- (a) Employees must wear and use all protective clothing and equipment provided by the Company as required.

- (b) Employees will be provided with appropriate work clothing and personal protective equipment for their role. Employees acknowledge that this work clothing and personal protective equipment is the property of the Company. It will be replaced on a fair wear and tear basis.

29 Fitness for work

- (a) Employees are required to participate fully in any medical assessments the Company considers appropriate, including random drug and alcohol testing, functional fitness reviews or other health-related examinations assessing fitness for work. Employees agree that the Company may obtain and use the results of these examinations for any purpose relating to their employment.
- (b) Employees agree to and are required to abide by the terms and conditions of the Company's Drug and Alcohol Policy as amended from time to time, including all forms and manners of testing. For avoidance of doubt, the Company's Drug and Alcohol Policy operates independently of this Agreement and is not incorporated into this Agreement.
- (c) Employees will not possess, use or be under the influence of any unauthorised drugs or alcohol at work or while conducting Company business.
- (d) If an Employee fails to comply with the Company's Drug and Alcohol Policy, the Company may take disciplinary action, up to and including termination of employment.
- (e) All Employees are required to attend work fit to safely perform their duties without risk to themselves or others.

30 Qualifications and licences

- (a) Employees must:
 - (1) maintain all qualifications and licences that the Company requires for the performance of their role within a classification covered by this Agreement;
 - (2) notify the Company immediately if any of those qualifications or licences are either renewed, replaced, temporarily or permanently cancelled, revoked, suspended or invalidated, or become subject to any conditions; and
 - (3) if requested by the Company, provide copies of documents evidencing qualifications and licences.

31 Dispute settlement procedure

- (a) Any dispute between an Employee and the Company about a matter arising under this Agreement or the NES will, unless otherwise agreed, be dealt with as follows:
 - (1) In the first instance, an Employee will document and discuss the dispute with their immediate Supervisor in an attempt to resolve the matter.
 - (2) If the matter remains unresolved, then it will be referred to the Employee's Superintendent.
 - (3) If the matter remains unresolved, then it will be referred to the Employee's Department Manager.
 - (4) If the matter remains unresolved, the Employee can refer it to the General Manager — Operations.
 - (5) If the matter remains unresolved, a party to the dispute can refer the matter to the Fair Work Commission. The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.

- (6) If the FWC is unable to resolve the dispute via the options outlined in 31(a)(5), then the FWC may arbitrate the dispute and make a determination that is binding on the parties.
- (7) At any stage in this process, an Employee may appoint, in writing, another person to act as their representative (including a union representative) in relation to resolving the dispute.
- (8) As soon as is practicable, after an Employee has initiated a step in the process, the Employee will be advised in writing of how and when the issue will be addressed.
- (b) While procedures are being followed under this clause in relation to a dispute:
 - (1) work must continue in accordance with this Agreement; and
 - (2) an Employee must not unreasonably fail to comply with any direction given by the Company about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- (c) Clause 31(b) is subject to any applicable work health and safety legislation.

32 Individual Flexibility Agreement

- (a) The Company and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (1) The Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) additional shift payments;
 - (iii) adhoc shift payments;
 - (iv) allowances; and
 - (2) the arrangement meets the genuine needs of the Company and Employee; and
 - (3) the arrangement is genuinely agreed to by the Company and Employee.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:
 - (1) are about permitted matters under section 172 of the FW Act; and
 - (2) are not unlawful terms under section 194 of the FW Act; and
 - (3) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Company must ensure that the individual flexibility arrangement:
 - (1) is in writing;
 - (2) includes the name of the Company and Employee;
 - (3) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (4) includes details of:
 - (5) the terms of the Agreement that will be varied by the arrangement;
 - (6) how the arrangement will vary the effect of the Agreement's terms; and
 - (7) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (8) states the day on which the arrangement commences.
 - (9) The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (d) The Company or Employee may terminate the individual flexibility arrangement:

- (1) by giving no more than 28 days written notice to the other party to the arrangement;
or
- (2) if the Company and Employee agree in writing at any time.

33 Requests for flexible working arrangements

Employees are entitled to request flexible work arrangements in accordance with the NES.

34 Consultation

- (a) This clause applies if the Company:
 - (1) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to Worsley Alumina, and the change is likely to have a significant effect on relevant Employees (being Employees covered by the Agreement who may be impacted by the major change); or
 - (2) proposes to change an Employee's regular roster or ordinary hours of work.
- (b) In this clause, a major change is "likely to have a significant effect on Employees" If it results in:
 - (1) the termination of the employment of Employees; or
 - (2) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - (3) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (4) the alteration of hours of work; or
 - (5) the need to retrain Employees; or
 - (6) the need to relocate Employees to another workplace; or
 - (7) the restructuring of jobs.
- (c) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, this clause 34 does not apply.
- (d) Relevant Employees may appoint a representative (this includes a union representative) for the purposes of this clause 34. If a representative is appointed by a relevant Employee and the Employee advises the Company of the identity of their representative, the Company will recognise the representative.
- (e) For a major change referred to in clause 34(a)(1), the Company will notify the relevant Employees and if applicable, their nominated representative of the decision. As soon as practicable after making its decision, the Company will discuss with the relevant Employees the introduction of the change, the effect the change is likely to have on them, and measures the Company is taking to avert or mitigate the adverse effect of the change on the relevant Employees.
- (f) Where the change is in relation to an Employees' regular roster or ordinary hours of work, the Company will notify the relevant Employees of the proposed change. As soon as practicable after proposing to introduce the change, the Company will provide all relevant information to the relevant Employees about the change, invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities), and consider any views given by the Employees about the impact of the change.
- (g) The Company will give prompt and genuine consideration of any matters raised by the relevant Employees (and their representatives) under clause 34(e) and 34(f).
- (h) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

Schedule 1

Total Salaries - 40 ordinary hours per week

(1) Electrical Trades

Classification Level – Electrical	Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Level 1 – Electrical Technician	\$105,000	\$109,200	\$112,476	\$115,850
Level 2 – Electrical Technician	\$113,500	\$118,040	\$121,581	\$125,229
Level 3 – Electrical Technician	\$116,500	\$121,160	\$124,795	\$128,539
Level 1 – Electrical Technician – Specialised	\$110,000	\$114,400	\$117,832	\$121,367
Level 2 – Electrical Technician – Specialised	\$118,000	\$122,720	\$126,401	\$130,193
Level 3 – Electrical Technician – Specialised	\$125,000	\$130,000	\$133,900	\$137,917

(2) Electrical Apprentices

Classification Level	Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Apprentice Year 1	\$49,000.00	\$50,960.00	\$52,488.80	\$54,063.46
Apprentice Year 2	\$57,000.00	\$59,280.00	\$61,058.40	\$62,890.15
Apprentice Year 3	\$70,000.00	\$72,800.00	\$74,984.00	\$77,233.52
Apprentice Year 4	\$79,000.00	\$82,160.00	\$84,624.80	\$87,163.54
Adult Apprentice	\$79,000.00	\$82,160.00	\$84,624.80	\$87,163.54

(3) Mechanical Trades

Classification Level – Mechanical	Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Level 1 – Fitter/Fabricator	\$105,000	\$109,200	\$112,476	\$115,850
Level 2 – Fitter/Fabricator	\$113,500	\$118,040	\$121,581	\$125,229
Level 3 – Fitter/Fabricator	\$116,500	\$121,160	\$124,795	\$128,539
Level 3 – Dual Trade	\$116,500	\$121,160	\$124,795	\$128,539

(4) Service Technicians

Classification Level – Mechanical	Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Level 1 – Equipment Care Technician	\$80,000	\$83,200	\$85,696	\$88,266.88
Level 2 – Equipment Care Technician	\$90,000	\$93,600	\$96,408	\$99,300
Level 3 – Equipment Care Technician	\$98,000	\$101,920	\$104,977	\$108,126
Level 1 – Service Technician	\$90,000	\$93,600	\$96,408	\$99,300
Level 2 – Service Technician	\$95,000	\$98,800	\$101,764	\$104,816
Level 3 – Service Technician	\$98,000	\$101,920	\$104,977	\$108,126
Level 1 – Cable Belt Technician	\$95,000	\$98,800	\$101,764	\$104,816

Level 2 – Cable Belt Technician	\$100,000	\$104,000	\$107,120	\$110,334
Level 3 – Cable Belt Technician	\$103,000	\$107,120	\$110,334	\$113,644

(5) Mechanical Trades Apprentices

Classification Level	Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Apprentice Year 1	\$47,000.00	\$48,880.00	\$50,346.40	\$51,856.79
Apprentice Year 2	\$55,000.00	\$57,200.00	\$58,916.00	\$60,683.48
Apprentice Year 3	\$68,000.00	\$70,720.00	\$72,841.60	\$75,026.85
Apprentice Year 4	\$77,000.00	\$80,080.00	\$82,482.40	\$84,956.87
Adult Apprentice	\$77,000.00	\$80,080.00	\$82,482.40	\$84,956.87

Where an Employee is classified as a Service Technician, Cable Belt Technician or an Equipment Care Technician at the Operational Date and the Employee undertakes or is undertaking a Mechanical Trades Apprenticeship, the Employee will continue to be paid the Total Salary in accordance with this Schedule for their classification level for the duration of their Apprenticeship.

For the avoidance of doubt, where an Employee who is engaged in a mechanical classification and wishes to undertake an electrical apprenticeship, they will be paid in accordance with the Adult Apprentice rate for electrical trades for the duration of their Apprenticeship.

Schedule 2

Total Salaries - 42 ordinary hours per week

(1) Electrical Trades

Classification Level – Electrical 42 hours	Operational Date	Effective from 1 September 2023	Effective from 1 Septemb er 2024	Effective from 1 September 2025
Level 1 – Electrical Technician	\$110,250	\$114,660	\$118,099.80	\$121,642.79
Level 2 – Electrical Technician	\$119,175	\$123,942	\$127,660.26	\$131,490.07
Level 3 – Electrical Technician	\$122,325	\$127,218	\$131,034.54	\$134,965.58
Level 1 – Electrical Technician – Specialised	\$115,500	\$120,120	\$123,723.60	\$127,435.31
Level 2 – Electrical Technician – Specialised	\$123,900	\$128,856	\$132,721.68	\$136,703.33
Level 3 – Electrical Technician – Specialised	\$131,250	\$136,500	\$140,595	\$144,812.85

(2) Electrical Apprentices

Classification Level	Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Apprentice Year 1	\$51,450	\$53,508	\$55,113.24	\$56,766.64
Apprentice Year 2	\$59,850	\$62,244	\$64,111.32	\$66,034.66
Apprentice Year 3	\$73,500	\$76,440	\$78,733.20	\$81,095.20
Apprentice Year 4	\$82,950	\$86,268	\$88,856.04	\$91,521.72
Adult Apprentice	\$82,950	\$86,268	\$88,856.04	\$91,521.72

(3) Mechanical Trades

Classification Level – Mechanical	Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Level 1 – Fitter/Fabricator	\$110,250	\$114,660	\$118,099.80	\$121,642.79
Level 2 – Fitter/ Fabricator	\$119,175	\$123,942	\$127,660.26	\$131,490.07
Level 3 – Fitter/ Fabricator	\$122,325	\$127,218	\$131,034.54	\$134,965.58
Level 3 – Dual Trade	\$122,325	\$127,218	\$131,034.54	\$134,965.58

(4) Service Technicians

Classification Level – Mechanical	Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Level 1 – Equipment Care Technician	\$84,000	\$87,360	\$89,980.80	\$92,680.22
Level 2 – Equipment Care Technician	\$94,500	\$98,280	\$101,228.40	\$104,265.25
Level 3 – Equipment Care Technician	\$102,900	\$107,016	\$110,226.48	\$113,533.27
Level 1 – Service Technician	\$94,500	\$98,280	\$101,228.40	\$104,265.25
Level 2 – Service Technician	\$99,750	\$103,740	\$106,852.20	\$110,057.77
Level 3 – Service Technician	\$102,900	\$107,016	\$110,226.48	\$113,533.27
Level 1 – Cable Belt Technician	\$99,750	\$103,740	\$106,852.20	\$110,057.77

Level 2 – Cable Belt Technician	\$105,000	\$109,200	\$112,476	\$115,850.28
Level 3 – Cable Belt Technician	\$108,150	\$112,476	\$115,850.28	\$119,325.79

(5) Mechanical Trades Apprentices

Classification Level	Operational Date	Effective from 1 September 2023	Effective from 1 September 2024	Effective from 1 September 2025
Apprentice Year 1	\$49,350	\$51,324	\$52,863.72	\$54,449.63
Apprentice Year 2	\$57,750	\$60,060	\$61,861.80	\$63,717.65
Apprentice Year 3	\$71,400	\$74,256	\$76,483.68	\$78,778.19
Apprentice Year 4	\$80,850	\$84,084	\$86,606.52	\$89,204.72
Adult Apprentice	\$80,850	\$84,084	\$86,606.52	\$89,204.72

Where an Employee is classified as a Service Technician, Cable Belt Technician or an Equipment Care Technician at the Operational Date and the Employee undertakes or is undertaking a Mechanical Trades Apprenticeship, the Employee will continue to be paid the Total Salary in accordance with this Schedule for their classification level for the duration of their Apprenticeship.

For the avoidance of doubt, where an Employee who is engaged in a mechanical classification and wishes to undertake an electrical apprenticeship, they will be paid in accordance with the Adult Apprentice rate for electrical trades for the duration of their Apprenticeship.

Schedule 3

Classification Structure

ELECTRICAL CLASSIFICATION STRUCTURE



Technician Electrical		
Level	Experience	Qualifications
1	0 to 24 months Post Trade Experience	Required: <ul style="list-style-type: none"> • WA-recognised Electrical Trade Certificate or Refrigeration Trade Certificate • Current Electrical or Restricted Electrical Licence • Working towards achieving L2 requirements
2	24 - 60 months Post Trade experience (or an electrical apprenticeship completed at South32 Worsley Alumina)	Required: <ul style="list-style-type: none"> • WA recognised Electrical trade certificate or Refrigeration trade certificate • Current Electrical or Restricted Electrical licence • CTW Recipient • Routine isolation officer • Working towards achieving L3 requirements Plus 4 of the following based on operational requirements: <ul style="list-style-type: none"> • High Risk Work Licence for Forklift up to 4.5 tonne • Elevated Work Platform • Accredited Working at Height Training • Accredited Confined Space Training • Elect Isolation Officer HV • Supervised Gas Fitter • Radiation Isolation Officer • Hazardous Area • Arctic RAC01 Licence • Hydrocarbon refrigerant training (units UEEN EEK174A & UEENEEK175A)
3	>60 months Post Trade experience in Mining/Heavy Industry	Required: <ul style="list-style-type: none"> • Meet the requirements set out in Technician Electrical Level 2 Plus 1 of the following based on operational requirements: <ul style="list-style-type: none"> • Worsley Trainer and Assessor • Elected Crew Safety Rep and completed required training • Schedule 26 Statutory Supervisor appointed (formerly Section 44) and appointed 2IC • 10 Years on Site Electrical Experience (employed by the Company)

ELECTRICAL CLASSIFICATION STRUCTURE



Technician Electrical - SPECIALISED

Level	Experience	Qualifications
1	0 to 24 months Post Trade Experience	<p>Required:</p> <ul style="list-style-type: none"> • WA recognised Electrical trade certificate • Certificate IV or Trade qualification in Instrumentation or Certificate 3 in HVAC or HV Specialisation • Current Electrical licence <p>• Working towards achieving L2 requirements</p>
2	24 - 60 months Post Trade experience (or an electrical apprenticeship completed at South32 Worsley Alumina)	<p>Required:</p> <ul style="list-style-type: none"> • WA recognised Electrical trade certificate • Certificate IV or Trade qualification in Instrumentation or Certificate 3 in HVAC or HV Specialisation • Current Electrical licence • CTW Recipient • Routine Isolation Officer • Isolation Officer <p>• Working towards achieving L3 requirements</p> <p>Plus 4 of the following based on operational requirements:</p> <ul style="list-style-type: none"> • High Risk Work Licence for Forklift up to 4.5 tonne • Elevated Work Platform • Accredited Working at Height Training • Accredited Confined Space Training • L1 HV Switching • Supervised Gas Fitter • Radiation Isolation Officer • Hazardous Area • Arctic RAC01 Licence • Hydrocarbon refrigerant training (units UEEN EEK174A & UEENEEK175A)
3	>60 months Post Trade experience in Mining/Heavy Industry	<p>Required:</p> <ul style="list-style-type: none"> • Meet the requirements set out in Technician Electrical Specialised L2 <p>Instrumentation Specialisation</p> <ul style="list-style-type: none"> • Radiation Isolation Officer • Hazardous Area • Accredited Confined Space Training <p>High Voltage Specialisation</p> <ul style="list-style-type: none"> • L2 HV switching <p><i>See Page 3 for additional requirements.</i></p>

ELECTRICAL CLASSIFICATION STRUCTURE



Technician Electrical - SPECIALISED (CONTINUED)

Level	Experience	Qualifications
3	>60 months Post Trade experience in Mining/Heavy Industry	<p>Plus 1 of the following based on operational requirements:</p> <ul style="list-style-type: none"> Professional certificate of power distribution; or SD Myers Transformer Testing; or Professional certificate of competency in Electrical Power System Protection <p>Plus 1 of the following based on operational requirements:</p> <ul style="list-style-type: none"> Worsley Trainer and Assessor Supervised Gas Fitter L2 HV Switching (Instrumentation Specialisation only) Elected Crew Safety Rep and completed required training Schedule 26 Statutory Supervisor appointed (formerly Section 44) and appointed 2IC 10 Years on Site Electrical Experience (employed by the Company) Formal Protection Relay qualification

MECHANICAL CLASSIFICATION STRUCTURE



Service Technician

Level	Experience	Qualifications
1	Exposure to the maintenance activities 0 to 24 months	Required: <ul style="list-style-type: none"> Mechanical knowledge / experience with basic understanding of maintenance processes Good understanding of maintenance tools, equipment and uses Working towards Level 2
2	Extensive exposure to the maintenance activities with a minimum experience of 24 months Thorough demonstrated understanding of maintenance processes, tools, equipment and users	Required: <ul style="list-style-type: none"> CTW Recipient / Routine Isolations Plus 6 of the following based on operational requirements: <ul style="list-style-type: none"> HR Class drivers licence Elevated Work Platform >80ft High Risk Work Licence for Forklift (4.5 tonne or greater) Intermediate Scaffold Ticket Overhead Crane Mobile Crane Ticket (CN or C2) High Risk Basic Dogman or Rigging Intermediate Rigging Supervised Gas Fitting Accredited Working at Height Training Accredited Confined Space Training Tyre Fitting Qualification
3	Extensive exposure to the maintenance activities with >24 months	Required: <ul style="list-style-type: none"> Meet the requirements set out in Level 2 Plus 1 of the following based on operational requirements: <ul style="list-style-type: none"> Worsley Assessor Elected Crew Safety Rep and completed required training Schedule 26 Statutory Supervisor appointed (formerly Section 44) and appointed 2IC 10 Years on Site Mechanical Maintenance Experience (employed by the Company)

MECHANICAL CLASSIFICATION STRUCTURE



Cable Belt Technician

Level	Experience	Qualifications
1	<p>Previous exposure on the OBC with a good understanding of isolation and maintenance processes, tools and equipment</p> <p>Exposure to the maintenance activities 0 to 24 months</p>	<p>Required:</p> <ul style="list-style-type: none"> • Mechanical knowledge / experience with basic understanding of maintenance processes • Good understanding of maintenance tools, equipment and uses • Working towards Level 2
2	<p>Extensive exposure to OBC maintenance activities with a minimum experience of 24 months</p>	<p>Required:</p> <ul style="list-style-type: none"> • CTW Recipient / Routine and Remote Isolations • Pulley and Hub rebuilds and Pulley and Line gear changeout Experience • Basic Belt and Rope Dislodgement Experience • Vertical Lifeline • Truck Licence MR <p>Plus 2 of the following based on operational requirements:</p> <ul style="list-style-type: none"> • Perform rope reel shaft changes • HIAB Qualifications <10mt • Telehandler Licence • Elevated Work Platform • High Risk Work Licence for Forklift up to 4.5 tonne • Accredited Working at Height Training • High Risk Basic Dogman or Rigging • Intermediate Rigging. • Overhead crane
3	<p>Extensive exposure to OBC Cable Belt maintenance activities with a minimum experience of 10 years</p>	<p>Required:</p> <ul style="list-style-type: none"> • Meet the requirements set out in Level 2 <p>Plus 1 of the following based on operational requirements:</p> <ul style="list-style-type: none"> • Schedule 26 Statutory Supervisor appointed (formerly Section 44) and appointed 2IC • Worsley Assessor • Elected Crew Safety Rep and completed relevant training • 10 Years on Site Mechanical Maintenance Experience (employed by the Company)

MECHANICAL CLASSIFICATION STRUCTURE



Equipment Care Team

Level	Experience	Qualifications
1	Exposure to the maintenance activities 0 to 24 months	Required: <ul style="list-style-type: none"> Mechanical knowledge / experience with basic understanding of maintenance processes Good understanding of maintenance tools, equipment and uses Working towards Level 2
2	Extensive exposure to maintenance activities with a minimum experience of 24 months	Required: <ul style="list-style-type: none"> CTW Recipient / Routine Isolations Facility 50 filter reclothing Facility 51 baghouse maintenance Facility 43 filter reclothing Calcination blower room filter maintenance Plus 5 of the following based on operational requirements: <ul style="list-style-type: none"> Overhead Crane (Gantry) Overhead Crane Acid Buggy Driver and Operator HR Class drivers licence High Risk Work Licence for Forklift (4.5 tonne or greater) Elevated Work Platform >80ft Accredited Working at Height Training Accredited Confined Space Training High risk Basic Dogman or Rigging Intermediate Rigging
3	Extensive exposure to the maintenance activities with a minimum experience of 24 months Thorough demonstrated understanding of maintenance processes, tools, equipment and users	Required: <ul style="list-style-type: none"> Meet the requirements set out in Level 2 Plus 1 of the following based on operational requirements: <ul style="list-style-type: none"> Worsley Assessor Elected Crew Safety Rep and completed required Training Schedule 26 Statutory Supervisor appointed (formerly Section 44) and appointed 2IC 10 Years on Site Mechanical Maintenance Experience (employed by the Company)

MECHANICAL CLASSIFICATION STRUCTURE



Mechanical Fitter		
Level	Experience	Qualifications
1	0 to 24 months Post Trade Experience	Required: <ul style="list-style-type: none"> Australian recognised Mechanical Fitter trade certificate, Cert III in Mechanical Engineering (Fitter) Working towards Level 2
2	24 - 60 months Post Trade experience (or a mechanical apprenticeship completed at South32 Worsley Alumina or Service Technicians that have completed Adult Mechanical Apprenticeships with S32.)	Required: <ul style="list-style-type: none"> Australian recognised Mechanical Fitter trade certificate, Cert III in Mechanical Engineering (Fitter) CTW Recipient Plus 5 of the following based on operational requirements: <ul style="list-style-type: none"> Elevated Work Platform >80ft Elevated Work Platform <80ft High Risk Work Licence for Forklift (4.5 tonne or greater) Basic Scaffold ticket Intermediate Scaffold Ticket Overhead Crane Mobile Crane Ticket (CN or C2) Supervised Gas Fitting Accredited Working at Height Training Accredited Confined Space Training High Risk Basic Rigging or Dogman Intermediate Rigging
3	60 months post trade experience in Mining/Heavy Industry and >36 months onsite experience	Required: <ul style="list-style-type: none"> Meet the requirements set out in Level 2 Plus 1 of the following based on operational requirements: <ul style="list-style-type: none"> Worsley Assessor Supervised Gas Fitter Elected Crew Safety Rep and completed required Training Schedule 26 Statutory Supervisor appointed (formerly Section 44) and appointed 2IC 10 Years on Site Mechanical Maintenance Experience (employed by the Company)

MECHANICAL CLASSIFICATION STRUCTURE



Maintenance Fabrication

Level	Experience	Qualifications
1	0 to 24 months Post Trade Experience	<p>Required:</p> <ul style="list-style-type: none"> Australian recognised Fabrication trade certificate Structural welding qualifications using MMAW and FCAW welding processes (plate weld tests) to South32 Worsley Alumina's standards Working towards Level 2
2	24 - 60 months Post Trade experience (or a mechanical apprenticeship completed at South32 Worsley Alumina or Service Technicians that have completed Adult Mechanical Apprenticeships with S32.)	<p>Required:</p> <ul style="list-style-type: none"> Australian recognised Fabrication trade certificate and competent in welding qualification from Level 1 Structural welding qualifications using MMAW and FCAW welding processes (plate weld tests) to South32 Worsley Alumina's standards. CTW Recipient <p>Plus 6 of the following based on operational requirements:</p> <ul style="list-style-type: none"> Pressure welding qualifications using MMAW and FCAW welding processes (Pipe & Plate weld tests), Acceptance standard is to AS/NZS 3992 , AS4037 class 1, revalidate to AS4037 class 2 with-in 6 months of qualification date. GMAW-FCAW (optional) Acceptance standard is to AS/NZS 3992, AS4037 class 2 (Pipe weld tests) Pressure welding qualifications using GTAW welding process (Pipe weld tests). Acceptance standard is to AS/NZS 3992, AS4037 class 1, revalidate to AS4037 class 2 within 6 months of qualification date. Elevated Work Platform >80ft Elevated Work Platform <80ft High Risk Work Licence for Forklift (4.5 tonne or greater) Basic Scaffold Ticket Intermediate Scaffold Ticket Overhead Crane Mobile Crane Ticket (CN or C2) Supervised gas Fitting Accredited Working at Height Training Accredited Confined Space Training High Risk Basic Rigging or Dogman Intermediate Rigging Hydrostatic Testing of pipe work

MECHANICAL CLASSIFICATION STRUCTURE



Maintenance Fabrication (CONTINUED)

Level	Experience	Qualifications
3	>60 months Post Trade experience in Mining/Heavy Industry and >36 months onsite experience	<p>Required:</p> <ul style="list-style-type: none"> • Meet the requirements set out in Level <p>Plus 1 of the following based on operational requirements:</p> <ul style="list-style-type: none"> • Pressure welding qualifications using GTAW welding process (Pipe weld tests). Acceptance standard is to AS/NZS 3992 , AS4037 class 1, revalidate to AS4037 class 2 within 6 months of qualification date. • Worsley Assessor • Supervised Gas Fitter • Elected Crew Safety Rep and completed required Training • Schedule 26 Statutory Supervisor appointed (formerly Section 44) and appointed 2IC • 10 Years on Site Mechanical Maintenance Experience (employed by the Company)

Mechanical Dual Trade

Level	Experience	Qualifications
3	24 - 60 months Post Trade experience	<p>Required:</p> <ul style="list-style-type: none"> • Australian recognised Fabrication trade certificate & Australian recognised Mechanical Fitter trade certificate, Cert III in Mechanical Engineering (Fitter). • Meet all the expectations set out within Level 2 (either mechanical or fabrication). • Performing both trades at any given time as directed and business requires.

Schedule 4

Method of calculating shift allowance and weekend allowance

For the purposes of this Schedule 4, hours worked on Monday to Friday Night Shifts, Saturdays, Sundays and/or Public Holidays are referred to as “penalty hours”.

Shift Allowance

The shift allowance of \$28,000(Clause 16) has been calculated on the basis of a roster whereby a Shift Worker is rostered, over the course of 12 months, to work:

- (a) 65 Night Shifts (Monday to Friday) of 12 hours’ duration per shift (780 hours);
- (b) 26 Saturday shifts of 12 hours’ duration per shift (312 hours);
- (c) 26 Sunday shifts of 12 hours’ duration per shift (312 hours); and
- (d) 6 Public Holidays of 12 hours’ duration per shift (72 hours),

rounded to the closest thousand dollars. By way of example, an allowance of \$22,750 per annum will be rounded to \$23,000.

	Monday to Friday Night Shift	Saturday	Sunday	Public Holiday
Shift loading	15%	50%	100%	150%
Annual Hours	780	312	312	72
Hourly loading*	\$6.06	\$20.20	\$40.40	\$60.61

*The hourly loading will increase in accordance with the annual increase to the shift allowance in clause 16(b).

In the event that the Company introduces a new roster that consists of a different number or combination of penalty hours over a 12 month period, a revised shift allowance will be calculated based on the hourly loading from the above table to replace the allowance specified in clause 16(b) on the basis of the number and combination of the penalty hours in the new roster.

For example:

A roster, whereby a Shift Worker is rostered, over the course of 12 months, to work:

- a) 52 Night shifts of 12 hours’ duration (624 hours);

- b) 26 Saturday shifts of 12 hours duration (312 hours);
- c) 26 Sunday shifts of 12 hours duration (312 hours); and
- d) 6 Public Holidays of 12 hours duration (72 hours)

where this roster would attract penalties of \$27,052, rounded to the closest thousand would equate to a shift allowance of \$27,000 per annum.

Weekend Allowance

The weekend allowance of \$23,000 (clause 17) has been calculated on the basis of a roster whereby a 7 Day Worker is rostered, over the course of 12 months, to work:

- a) 26 Saturday shifts of 12 hours duration (312 hours);
- b) 26 Sunday shifts of 12 hours duration (312 hours); and
- c) 6 Public Holidays, of 12 hours duration (72 hours)

rounded to the closest thousand dollars.

	Saturday	Sunday	Public Holiday
Shift loading	50%	100%	150%
Annual Hours	312	312	72
Hourly loading*	\$20.20	\$40.40	\$60.61

*The hourly loading will increase in accordance with the annual increase to the weekend allowance in clause 17(b).

In the event that the Company introduces a new roster that consists of a different number or combination of penalty hours over a 12 month period, a revised shift allowance will be calculated based on the hourly loading from the above table to replace the allowance specified in clause 17(b) on the basis of the number and combination of the penalty hours in the new roster.

For example:

A roster, whereby a 7 Day Worker is rostered, over the course of 12 months, to work:

- a) 26 Saturday shifts of 12 hours duration (312 hours);
- b) 10 Sunday shifts of 12 hours duration (120 hours); and
- c) 6 Public Holidays of 12 hours duration (72 hours)

where this roster would attract penalties of \$15,514.32, which rounded to the closest thousand would equate to a weekend allowance of \$16,000 per annum.

Signing Page

Signed by

Sign here ► K L Sweet Sign here ► _____
Print full name Kathenne Linda Sweet Print full name _____
Authority to sign Manager Human Resources Authority to sign _____
Address PO Box 344 Address _____
Collie WA 6225

Signed by

Sign here ► R Burgess
Print full name RODERICK VAUGHAN BURGESS
Position title / authority to sign ► FABRICATION TECHNICIAN
Employee employed in a classification in this Agreement
Address PO Box 344 COLLIE W.A. 6225.