

# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement



**Talison Services Pty Ltd**  
(AG2023/4243)

## TALISON ENTERPRISE AGREEMENT 2023

Mining industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 29 NOVEMBER 2023

### *Application for approval of the Talison Enterprise Agreement 2023*

[1] Talison Services Pty Ltd has made an application for approval of an enterprise agreement known as the *Talison Enterprise Agreement 2023* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The employer has provided a written undertaking, a copy of which is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that it will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the Agreement.

[3] Subject to the undertaking referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval has been met.

[4] The Australian Manufacturing Workers' Union (AMWU), the Australian Workers' Union (AWU) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the Agreement to cover them. As required by 201(2), I note that the Agreement covers the AMWU, the AWU and the CEPU.

[5] The Agreement was approved on 29 November 2023 and, in accordance with s 54, it will operate from 6 December 2023.



DEPUTY PRESIDENT

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## Annexure A

IN THE FAIR WORK COMMISSION  
AT PERTH

Matter No: A2023/4243

**Applicant:** Talison Services Pty Ltd

**Application:** Application for approval of an enterprise agreement

### UNDERTAKING - SECTION 190

I, Lorry Mignacca, Director, have the authority given to me by Talison Services Pty Ltd (**Talison**) to give the following undertaking with respect to the application for the approval of the *Talison Enterprise Agreement 2023* (AG2023/4243) (**Agreement**) pursuant to section 190 of the *Fair Work Act 2009* (Cth):

The effect of this undertaking will not cause financial detriment to any affected employee for the Agreement or result in substantial changes to the Agreement.

1. **Part-time employees**

Talison undertakes that the following provision of clause 10.3(c) of the Agreement, which currently states:

*"A part-time Employee will be informed of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at their nominal hourly rate."*

shall instead be interpreted to read as follows in relation to part-time employees:

*"A part-time Employee will be informed of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at their nominal hourly rate up to the hours that a part-time Employee would ordinarily work under a full-time roster. All time worked in excess of the hours that a part-time Employee would ordinarily work under a full-time roster will be paid at overtime rates, being 150% of a part-time Employee's Base Salary."*

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

On behalf of Talison Services Pty Ltd



Signature

23/11/2023

Date

L1351669660.1

**TALISON SERVICES PTY LTD**

ABN 36 125 608 684



# **TALISON ENTERPRISE AGREEMENT 2023**

This Agreement is made between

**TALISON SERVICES PTY LTD**

And

**EMPLOYEES ENGAGED IN THE CLASSIFICATIONS SET OUT IN SCHEDULE ONE.**

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 the agreement.

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## 1. DEFINITIONS

For the purposes of this Agreement, the terms:

**Act** means the *Fair Work Act 2009* (Cth), as varied or amended from time to time.

**Agreement** means the Talison Enterprise Agreement 2023.

**Award** means the *Mining Industry Award 2020*, as varied or amended from time to time.

**Base Salary** is defined in clause 12 of this Agreement.

**Company** means Talison Services Pty Ltd.

**CPI** means consumer price index, that is the Western Australian Treasury Corporation's published percentage increase for the Perth Metropolitan area as at the most recent quarter.

**Continuous Shiftworker** has the meaning in clause 15.1(a) of this Agreement.

**Employee** means any persons employed by the Company, performing work at the Greenbushes Lithium Operation and who performs work in accordance with classifications covered by this Agreement.

**FWC** means the Fair Work Commission.

**FW Regulations** means the *Fair Work Regulations 2009* (Cth), as varied or amended from time to time.

**Greenbushes Lithium Operation** means the Company's mining and processing operation located in Greenbushes in Western Australia.

**NED** means the nominal expiry date of this Agreement.

**NES** means the National Employment Standards which represent the minimum standards applying to the employment of each Employee.

**Non-Continuous Shiftworker** has the meaning in clause 15.1(b) of this Agreement.

**Policies and Procedures** mean all Company policies and procedures that are introduced, varied, amended or deleted including but not limited to policies, standards, procedures, guidelines, rules or directions by which the Company seeks to control its operations.

**Serious Misconduct** includes, but is not limited to, the following:

- (a) a serious breach of the Employee's duties or obligations;
- (b) any breach of the Company's Code of Conduct, as varied or amended from time to time;
- (c) willful or deliberate behaviour by an Employee that is inconsistent with the continuation of their contract of employment;
- (d) conduct that causes serious and/or imminent risk to:
  - (i) the health or safety of a person; or
  - (ii) the reputation, viability or profitability of the Company;
- (e) the Employee, in connection with the Employee's employment, engaging in:
  - (i) theft;
  - (ii) fraud;
  - (iii) assault;
  - (iv) bullying;
  - (v) harassment (including sexual harassment); or
  - (vi) discrimination;
- (f) the Employee being intoxicated or under the influence of alcohol or illicit drugs at work; or

- (g) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

**Shiftworker** has the meaning in clause 15 of this Agreement.

**Total Salary** means the Base Salary plus any applicable Roster Allowance plus any applicable allowances payable to the Employee under clause 12. For the avoidance of doubt, any bonus payment made by the Company to Employees (which shall be made at the Company's sole discretion), shall be calculated and paid on the basis of Total Salary.

**Union(s)** means The Australian Workers' Union, The Communications, Electrical. Electronic. Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU WA Branch) and The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

**WHS Act** means the *Work Health and Safety Act 2020* (WA), as varied or amended from time to time.

## **2. AGREEMENT TITLE**

This Agreement will be known as the Talison Enterprise Agreement 2023.

## **3. APPLICATION AND OBJECTIVES OF THE AGREEMENT**

- 3.1** This Agreement will apply to the Company and those Employees of the Company who are engaged to work at the Greenbushes Lithium Operation and are engaged in classifications in Schedule One of this Agreement.
- 3.2** The Unions are covered by this Agreement.
- 3.3** The objectives of this Agreement are:
- (a) to substantially improve the operational efficiency of the Company;
  - (b) to establish and maintain open communication between the Company and its Employees through ongoing consultation and cooperation;
  - (c) to attract and retain qualified and engaged Employees by ensuring competitive terms and conditions of employment; and
  - (d) to maintain the highest standards of workplace health, safety and environmental standards.

## **4. COMMENCEMENT AND OPERATION OF AGREEMENT**

- 4.1** This Agreement shall come into operation seven (7) days following receipt of an approval notice issued by the FWC. The NED of this Agreement shall be four (4) years from the date of the receipt of the approval notice issued by the FWC.
- 4.2** Applicable remuneration changes/increases (including allowances) under this Agreement shall be effective in the first full pay period after this Agreement comes into operation (by way of example, if the Agreement is approved on 04 October 2023 and comes into operation on 11 October 2023, remuneration changes/increases (including allowances) would apply from 01 November 2023).
- 4.3** After the NED of this Agreement, it will continue to operate until it is terminated, or replaced, in accordance with the Act.

## **5. NEGOTIATIONS FOR REPLACEMENT AGREEMENT**

The parties agree to meet and commence enterprise bargaining for a replacement agreement at least six (6) months prior to the NED of this Agreement.

## **6. TERMS AND CONDITIONS OF AGREEMENT AND EXCLUSION OF AWARDS AND ANY OTHER AGREEMENTS**

- 6.1** This Agreement operates to the exclusion of all terms and conditions of any modern award, including the Award.
- 6.2** The Employees agree that the rates of pay, allowances and benefits provided for in this Agreement compensate the Employees for any allowance, penalty or benefit that they would otherwise be entitled to under the Award.
- 6.3** For the life of this Agreement, there will be no extra claims by any party to this Agreement.

## **7. NATIONAL EMPLOYMENT STANDARDS**

This Agreement will be read and interpreted in conjunction with the NES. Where there is any inconsistency between this Agreement and the NES, and the NES provides for a greater benefit, the NES provisions will apply to the extent of the inconsistency.

## **8. INDIVIDUAL FLEXIBILITY**

- 8.1** An Employee may agree with the Company to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one (1) or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the Company and Employee in relation to one (1) or more of the matters mentioned in clause 8.1; and
  - (c) the arrangement is genuinely agreed to by the Company and Employee.
- 8.2** The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 8.3** The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Company and Employee; and
  - (c) 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; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) 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
  - (e) states the day on which the arrangement commences.



- 8.4** The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5** The Company or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Company and Employee agree in writing, at any time.

## **9. DISPUTE RESOLUTION PROCEDURE**

- 9.1** If a dispute relates to:
- (a) a matter arising under the Agreement; or
  - (b) the NES;
- this clause sets out procedures to settle the dispute.
- 9.2** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 9.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management. The Company will use its best endeavours to respond to any notified dispute within three (3) calendar days.
- 9.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 9.5** The FWC may deal with the dispute in the following two stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the Company and the Employee(s).
- 9.6** While the parties are trying to resolve the dispute using the procedures in this term, the Employee(s) must:
- (a) continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe;
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 9.7** Once all appeal avenues have been exhausted by the parties, the parties to the dispute agree to be bound by a decision made by the FWC or an applicable Court in accordance with this clause.

## **10. CATEGORIES OF EMPLOYMENT**

- 10.1** Employees may be engaged on a full-time, part-time or casual basis.
- 10.2** Full-time Employees
- (a) A full-time Employee means an Employee who is engaged to work an average of thirty eight (38)

ordinary hours per week, plus reasonable additional hours.

### **10.3 Part-time Employees**

- (a) A part-time Employee is engaged to work an average of fewer than thirty eight (38) ordinary hours per week on a reasonably predictable basis.
- (b) A part-time Employee receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- (c) A part-time Employee will be informed of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at their nominal hourly rate.

### **10.4 Casual Employees**

- (a) A casual Employee is one engaged and paid as such by the Company.
- (b) A casual Employee has no guaranteed hours of work.
- (c) A casual Employee is only entitled to leave where that leave is provided for a casual Employee under the NES.
- (d) For each hour worked, a casual Employee will be paid no less than the notional minimum hourly rate of pay for their classification in **Schedule One**, plus a casual loading of 25%. The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (e) The casual loading constitutes part of the casual Employee's all-purpose rate.
- (f) A casual Employee will be engaged and paid for at least four (4) consecutive hours of work on each occasion they are required to attend work.
- (g) The Company will make an offer to a casual Employee of conversion to non-casual employment within twenty one (21) days after the Employee's twelve (12) month anniversary, to the extent required by the NES.

## **11. PROBATION**

- 11.1** All new Employees engaged on a part-time or full-time basis will be subject to a probation period for six (6) months from the commencement of employment with the Company.
- 11.2** At any time during, or at the end of the probation, the Employee will be advised if they have successfully passed the probation and therefore whether the Company is going to continue with the contract of employment.
- 11.3** The Employee or Company may terminate the employment during the probation period in accordance with clause 41.1, save and except if the Employee is summarily dismissed from employment due to Serious Misconduct.
- 11.4** This clause shall not apply to existing Employees of the Company.

## **12. REMUNERATION**

### **12.1 Base Salary**

- (a) The minimum annual Base Salary for each classification covered by this Agreement is set out in Schedule One.
- (b) In the event that an Employee is entitled to a higher minimum annual Base Salary in their letter of offer than the minimum defined in Schedule One, then that higher Base Salary will be paid to the Employee.

- (c) Unless specified elsewhere in this Agreement, the Base Salary is intended to provide for all hours worked by the Employee in the performance of their duties and takes into account all aspects of conditions related to the work including but not limited to location, environmental factors and skills.
- (d) An Employee's Base Salary is based on the number of hours an Employee is required to work in accordance with a specified roster. An Employee's Base Salary will be adjusted on a pro rata basis by the Company in accordance with roster changes (other than those of a short-term temporary nature for the purpose of leave coverage or higher duties).

## **12.2 Annual Base Salary Review**

- (a) The Base Salary rates set out in this Agreement will be adjusted by the CPI for the Perth Metropolitan area as at the most recent quarter. A safety net of 2% and ceiling of 5% will apply to the increase. For the avoidance of doubt, if the CPI is less than 2%, the safety net of 2% will apply. If the CPI is greater than 5%, the ceiling of 5% will apply. If the CPI is between 2% and 5%, the specified CPI will apply.
- (b) The first Base Salary rate increase will occur on 01 July 2024 and further Base Salary increases will occur on 01 July 2025 and 01 July 2026.
- (c) Any and all applicable allowances under this Agreement shall increase on the same basis as provided for in paragraph 12.2(a) of this Agreement.
- (d) An Employee's contractual Base Salary will also increase in the same manner as described above.

## **12.3 Roster Allowance**

The Company will pay an Employee who is a Shift Worker the Roster Allowance applicable to their classification and roster as set out in **Schedule One**.

## **12.4 Control Room Allowance**

An Employee who has been assessed and deemed fully competent as a Control Room Operator (regardless of their classification level) will be paid a Control Room Competency allowance of \$4,000 per annum in accordance with an approved competency assessment.

## **12.5 Electrical Licence Allowance**

An Employee who holds an appropriate electrical worker's licence issued by the Electrical Licensing Board, and is required by the Company to undertake electrical work, will be paid an Electrical Licence allowance of \$3,000 per annum.

## **12.6 High Voltage Allowance**

An Employee who is required by the Company to obtain a High Voltage Switching competency, and is required by the Company to undertake high voltage switching, will be paid a High Voltage allowance of \$2,000 per annum for any period of time they are required to hold and apply the competency.

## **12.7 Leading Hand Allowance**

Where an Employee is appointed by the Company as a Leading Hand, they shall be entitled to receive a Leading Hand Allowance of \$7,500 per annum for any period of time they perform work as a Leading Hand.

## **12.8 Payment of Total Salary**

An Employee's Total Salary will be paid monthly by Electronic Funds Transfer into an Employee's nominated account bank, building society or credit union.

## **13. HOURS OF WORK**

**13.1** The Company's operations are usually seven (7) days per week which means the Employee may be rostered to work on any day of the week, on public holidays, and up to twelve (12) ordinary hours a day over a cycle determined by the Company to meet the operational needs of the business.

**13.2** Employee roster arrangements are advised in the Employee's letter of offer or as advised in writing.

**13.3** The roster and the total hours of work required to be worked by an Employee may be varied by the Company to meet operational requirements, save that unless otherwise agreed, the minimum period of notice for any permanent roster change shall be seven (7) days notice.

**13.4** An Employee may be required to work reasonable additional hours in order to meet the Company's operational requirements. Employees acknowledge that such reasonable additional hours is necessary due to the nature of the work and the industry in which the Employees are employed. In the event that reasonable additional hours are worked, no additional compensation is payable by the Company as the Base Salary includes consideration for such reasonable additional hours.

## **14. OVERTIME**

**14.1** There may be occasions where an Employee is requested to work overtime, which is over and above the Employee's usual work hours (which includes reasonable additional hours). Overtime must be subject to an agreed arrangement with the Line Manager, such as shut down requirements for maintenance Employees.

**14.2** Where an Employee who is a Shift Worker works a supplementary overtime shift which has been approved and agreed by their Line Manager, the Employee will be paid at the rate of 150% of their Base Salary for the supplementary overtime shift worked. If the supplementary overtime shift worked is a night shift or worked on a Public Holiday, the Employee will be paid at 200% of their Base Salary.

**14.3** Where an Employee who is not a Shift Worker and is required to work overtime, which has been approved and agreed by their Line Manager, they shall be paid at the rate of 150% of their Base Salary for every hour of overtime worked.

**14.4** If an Employee is required to work overtime, the Employee and the Company can agree in writing for the Employee to take time off in lieu (**TOIL**) instead of being paid for the hours worked by the Employee. The Employee and the Company will confirm in writing:

- (a) the number of overtime hours which applies and when those hours were worked;
- (b) that the Company and Employee agree that the Employee may take TOIL instead of being paid the hours worked; and
- (c) that, if the Employee requests at any time, the Company must pay the Employee for the hours worked by the agreement (but not taken as TOIL) in the next pay period.

**14.5** Where TOIL has been agreed to, TOIL must be taken within the period of six (6) months after the overtime is worked and at times agreed by the Employee and the Company.

**14.6** If the TOIL is not taken within the six (6) month period, the Company will pay the Employee the overtime rate stipulated in clauses 14.2 and 14.3 above, unless otherwise agreed.

**14.7** The maximum TOIL that an Employee may accrue will be equivalent to the Employee's weekly ordinary

hours (**Maximum Accrual Limit**). The Employee and Management may agree to increase the Maximum Accrual Limit, subject to the Company's operational requirements.

**14.8** Unless in an emergency, no shift including overtime will extend beyond the prescribed requirements as per Company Policies and Procedures.

**14.9** Where overtime is necessary, Employees will have at least ten (10) consecutive hours off work between successive work days.

## **15. SHIFTWORK**

**15.1** The Company's operations are based on a continuous process and Employees may be required to work on:

- (a) A continuous shift roster in which shifts are continuously rostered twenty-four (24) hours per day, including regularly working on Sundays and Public Holidays (**Continuous Shiftworker**); and/or
- (b) A non-continuous shift roster of day shifts, afternoon shifts or night shifts, which may require working on Sundays and Public Holidays (**Non-Continuous Shiftworker**).

**15.2** Employees required to perform work in the system of shifts listed in clause 15.1(a) and (b) are "Shiftworkers" for the purpose of the NES and the purpose of this Agreement.

**15.3** Employees required to perform shiftwork will be compensated with an amount in their Total Salary which represents payment for all hours worked in the performance of such work including but not limited to meal breaks, shift changeover, shiftwork, weekend work and work on public holidays.

## **16. TRAINING**

When an Employee is required to undertake training during the Employee's rostered day off work, the Employee will be paid for a full day of work at their Base Salary rate as per their ordinary hours of work or can request to take TOIL of payment.

## **17. PUBLIC HOLIDAYS**

**17.1** Due to the nature of the Company's business and operational requirements, in relation to Shift Workers, the Company may reasonably request that Employees work on a public holiday which falls on their rostered shift. Where requested to work on a public holiday, an Employee must attend their shift subject to any reasonable refusal prescribed by the NES. A Shiftworker's Roster Allowance will be calculated to incorporate an amount in consideration of that expectation. The Employee roster will determine the number and particular public holidays that they are expected to work during the year. In accordance with the *Public and Bank Holidays Act 1972* (WA), the following days are Western Australian Public Holidays:

- (a) New Year's Day (1 January);
- (b) Australia Day (or when that day falls on a Saturday or Sunday, the first Monday following the 26 January);
- (c) Labour Day (Monday on or first Monday following the 1 March);
- (d) Good Friday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) ANZAC Day (25 April);
- (h) Foundation Day (Monday on or first Monday following the 1 June);
- (i) Celebration Day for the Anniversary of the Birthday of the Reigning Sovereign (being the day which it is celebrated and is to be observed generally within the State);

- (j) Christmas Day (25 December);
- (k) Boxing Day (26 December); and
- (l) any other day or part-day declared or prescribed by or under a law of the State to be observed generally within the State (or a region of the State) as a public holiday.

**17.2** When New Year's Day, ANZAC day or Christmas Day falls on a Saturday or Sunday, the next following Monday is also a public holiday.

**17.3** When Boxing Day falls on a:

- (a) Saturday, the next following Monday is also a Public Holiday; or
- (b) Sunday or Monday, the next following Tuesday is also a Public Holiday.

**17.4** Employees who are not Shiftworkers are not usually required to work on public holidays.

## **18. MEAL BREAKS/REST BREAKS**

**18.1** An Employee who is not a Shiftworker (an Employee rostered to work Monday to Friday) will be provided with a thirty (30) minute unpaid meal break after every five (5) hours worked. This will be taken at a time reasonably close to the middle of the shift but at a time determined by the Company to suit operational requirements.

**18.2** An Employee who is a Shiftworker working more than ten (10) hours will have paid meal breaks totalling a minimum of forty (40) minutes per shift. An Employee who is a Shiftworker working ten (10) hours or less will have a paid meal break of twenty (20) minutes per shift. The meal break will be taken at a time close to the middle of a shift as determined by the Company to suit operational requirements. The paid meal break is compensated for in accordance with clause 15.3 as part of the Employee's Total Salary.

**18.3** All Employees may take a paid rest break of twenty (20) minutes after each four (4) hours of overtime worked, if the Employee is required to continue working after the rest break.

## **19. ANNUAL LEAVE**

**19.1** The Company will provide annual leave in accordance with the NES.

**19.2** Unless specified otherwise, Employees will be entitled to accrue annual leave at the rate of the equivalent of four (4) weeks of average rostered weekly hours per twelve (12) months of continuous service with the Company. Annual Leave does not apply to casual Employees.

**19.3** Employees who are Continuous Shift Workers will be entitled to accrue annual leave at the rate of the equivalent of five (5) weeks of average rostered weekly hours per twelve (12) months of continuous service with the Company. For a Continuous Shift Worker with average rostered weekly hours of forty two (42) hours per week, an accrual of five (5) weeks of annual leave is equivalent to two hundred and ten (210) hours of annual leave per year.

**19.4** Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

**19.5** Annual leave will be paid at the Total Salary applicable immediately prior to the taking of such leave. No additional loadings are applicable to annual leave as an Employee's Base Salary includes consideration for annual leave loading.

**19.6** An Employee must give the Company at least four (4) weeks' notice of annual leave unless a shorter period of notice is agreed between an Employee and their Line Manager.

**19.7** Requests are authorised in accordance with shift rosters and operational requirements, however the Company will not unreasonably refuse to agree to a request by an Employee to take annual leave. Taking

annual leave is not normally permitted prior to accrual.

- 19.8** The Company may, by separate agreement in writing with the Employee, allow an Employee to cash out a portion of their annual leave. An agreement will state the amount of leave to be cashed out, the payment to be made to the Employee and the date on which the payment is to be made. An agreement to cash out leave will not result in the Employee's remaining accrued entitlements to paid annual leave being less than four (4) weeks annual leave. The Company is not obliged to agree to any such written request.
- 19.9** The Company may reasonably direct an Employee to take paid annual leave during all or part of a period where the Company shuts down the business (for example Christmas periods) or part of the business where the Employee works. If an Employee does not have sufficient accrued annual leave for the period of the shut down, then the Employee may be required to take leave without pay.
- 19.10** The Company may direct an Employee to take paid annual leave if the Employee has accrued more than eight (8) weeks' paid annual leave, or in the case of a Continuous Shiftworker ten (10) weeks' paid annual leave, and the Company and the Employee are unable to reach agreement on the taking of the leave. The Company will not issue a direction which will result in the Employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks. The Company will give at least eight (8) weeks' notice prior to the date the Employee is required to commence the leave.

## **20. PERSONAL LEAVE**

- 20.1** Full-time Employees are entitled to ten (10) days paid personal leave for each completed year of service (pro-rata for part time Employees). Personal leave may be taken as either sick leave or carer's leave.
- 20.2** Casual Employees are not entitled to personal leave, except unpaid carer's leave.
- 20.3** Personal leave is cumulative but is not paid out on termination.
- 20.4** Employees are entitled to take personal leave for rostered working days without loss of salary when they are unable to attend work:
- (a) on account of a personal illness or injury (sick leave); or
  - (b) because they are required to provide care or support to a member of their immediate family or household who has a personal illness, injury or unexpected emergency and requires the Employee's care or support (carer's leave).
- 20.5** The entitlement to paid personal leave will depend on an Employee providing the Company with notice as soon as possible as to the requirement for the leave and the expected duration of the leave and reasonable proof of illness, injury or unexpected emergency. Under normal circumstances a medical certificate will be required for absences of greater than two (2) working days for personal illness (sick leave) and for all carer's leave requests. Where an Employee is unable to obtain a medical certificate, the Employee shall provide reasonable evidence of their absence (for example from a health practitioner), which the Company shall not unreasonably refuse. The Company may however require a medical certificate for any absence for personal illness (sick leave).
- 20.6** Unpaid carer's leave of up to two (2) days may be taken by full-time or part-time Employees if they have used all their paid personal leave entitlements.
- 20.7** Casual Employees are entitled to take up to two (2) days unpaid carer's leave per occasion to provide care or support to a member of their immediate family or household.

## **21. COMPASSIONATE LEAVE AND BEREAVEMENT LEAVE**

- 21.1** Employees are entitled to bereavement leave of up to five (5) days without loss of pay:

- (a) upon the death of an immediate family or a member of the Employee's household;
- (b) when a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (c) when the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

**21.2** Employees are entitled to compassionate leave of up to two (2) days without loss of pay to spend time with a member of their immediate family or a member of the Employee's household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life.

**21.3** Casual Employees are entitled to two (2) days unpaid compassionate leave.

**21.4** Entitlement to compassionate leave is subject to the Employee providing (where requested) reasonable proof such as a medical certificate, statutory declaration or other evidence to support the circumstances.

**21.5** The definition of immediate family or household member will be as determined by the Act, as varied or amended from time to time.

## **22. LONG SERVICE LEAVE**

**22.1** Employees will be entitled to thirteen (13) weeks' paid long service leave of average rostered weekly hours paid at Total Salary at the completion of ten (10) years continuous service with the Company.

**22.2** An additional thirteen (13) weeks' paid long service leave will accrue for the next ten (10) year period of continuous service.

**22.3** After twenty (20) years of continuous service, long service leave will accrue at the rate of thirteen (13) weeks for each additional seven (7) years of service.

**22.4** Pro-rata long service leave will be payable after seven (7) years continuous service where the Employee's employment is terminated by either party, other than in cases of Serious Misconduct.

## **23. PARENTAL LEAVE**

**23.1** The Company will provide parental leave in accordance with the terms of the Act, *Paid Parental Leave Act 2010 (Cth)* and the Company's Policies and Procedures, as varied or amended from time to time.

## **24. OTHER LEAVE**

### **24.1 Jury Service Leave**

A permanent Employee required to attend jury service during ordinary working hours shall be paid for the Employee's ordinary hours of work while doing jury service. Paid leave is conditional upon production of a certificate from the court indicating attendance is required and the duration of such attendance.

### **24.2 Leave Without Pay**

With the exception of parental leave, leave without pay is not permitted where the Employee has other leave entitlements available. Once these entitlements are exhausted, any leave without pay must be approved by the General Manager. Requests for leave without pay and the circumstances supporting a request should be submitted in writing to the General Manager for approval. Approval will be at the discretion of the General Manager taking into consideration operational requirements of the Company.

### **24.3 Community Service Leave**



Up to ten (10) days paid community service leave paid at Total Salary may be granted to Employees who engage in an eligible community service (as defined in the NES) and is subject to practicable notice to the Company. Paid Community Service Leave does not apply to casual Employees.

#### **24.4 Australian Defence Force Reserve Leave**

This leave applies to all Employees who have formally advised the Company that they are members of the Australian Defence Force Reserves (**ADFR**). In summary:

- (a) an Employee is entitled to up to six (6) weeks of ADFR service leave per year (being two (2) weeks paid leave of average rostered weekly hours paid at Total Salary and the remaining in the Employee's own time);
- (b) the six (6) weeks can be made up of a single block or a number of occasions; and
- (c) ADFR service leave is not cumulative and cannot be carried over to the following year.

#### **24.5 Family and Domestic Violence Leave**

Family and domestic violence leave is provided for in the NES. Under the NES, Employees are entitled up to ten (10) days' paid leave paid at Total Salary to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each twelve (12) month period of the Employee's employment;
- (b) the leave does not accumulate from year to year;
- (c) any accrued family and domestic violence leave is not payable upon termination of employment; and
- (d) is available in full to part-time and casual Employees.

#### **24.6 Floating Public Holidays**

This allows Employees to substitute any existing National or State/Territory Public Holiday for a culturally or religiously significant day of their choice, as approved by their Line Manager.

#### **24.7 Cultural/Ceremonial Leave**

This allows Employees to request leave for cultural/ceremonial purposes.

#### **24.8 Self Funded Leave**

Employees may purchase additional annual leave in accordance with Policies and Procedure, as varied or amended from time to time.

#### **24.9 Other Leave**

Employees are entitled to other leave as prescribed by the Act or the Company's Policies or Procedures, as varied or amended from time to time.

### **25. SUPERANNUATION**

**25.1** The Company will make superannuation contributions on behalf of each Employee to a complying fund of the Employee's choice as required by applicable legislation.

**25.2** The superannuation contributions will be the rate required by the *Superannuation Guarantee*

(Administration) Act 1992 (Cth), as varied or amended from time to time, so as to avoid the superannuation guarantee surcharge.

- 25.3** The Company will make available to Employees, membership of the Company's superannuation scheme on commencement of employment.
- 25.4** Employees may nominate to have their superannuation contributions paid into any complying superannuation fund of their choice provided the fund meets all appropriate legislative requirements.
- 25.5** Employees who do not nominate a fund and do not have a stapled fund as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) will have their superannuation contributions paid into an account opened on their behalf with the Company's default fund. At the date of signing this Agreement the default superannuation fund is the Company's superannuation fund, which is mySuper compliant.
- 25.6** Employees may make salary sacrifice contributions to superannuation in accordance with the Company's salary sacrifice policy, as varied or amended from time to time.
- 25.7** The cost of Death and Total & Permanent Disablement insurance premiums is paid by the Company for Employees who join and remain a member of the Company's superannuation scheme. The level of benefits that will be received by the Employee or their beneficiary under this insurance will be advised by the fund's insurer and provided in accordance with the terms of the insurance policy.

## **26. SALARY CONTINUANCE INSURANCE**

The Company will provide salary continuance insurance that provides a benefit to the Employee of 75% of their Total Salary (up to a maximum Total Salary of \$128,000) for a period of up to two (2) years in the event of illness or disablement exceeding thirty (30) days. This insurance applies up to age sixty five (65) and is subject to certain terms and conditions.

## **27. SALARY SACRIFICE**

- 27.1** By agreement with the Company, an Employee may choose to take part of their Total Salary under this Agreement as salary sacrifice benefits (including by making additional pre-tax contributions into their chosen complying superannuation fund). If an Employee makes this choice, the Total Salary which would otherwise be payable to the Employee will be reduced by the value of such benefits (including associated costs, charges and taxes).
- 27.2** Without limiting the Company's discretion as to whether or not it will agree to any particular salary sacrificing arrangement, the Company may issue guidelines through Policies and Procedures from time to time as to what salary sacrificing arrangements are acceptable to the Company.
- 27.3** In the event that there are changes in legislation, Australian Tax Office rulings or determinations that remove or alter the Company's capacity to maintain the salary sacrificing arrangements pursuant to this Agreement, the Company will be entitled to withdraw from these arrangements by giving reasonable notice to each affected Employee.

## **28. WORK HEALTH AND SAFETY**

- 28.1** Employees must comply with the Company's work health and safety requirements including those requirements contained in WHS Act, regulations or Policies and Procedures, as varied or amended from time to time. Employees who fail to adhere to these requirements may be subject to disciplinary action, up to and including dismissal.
- 28.2** Employees must carry out all duties safely remembering their duty of care to themselves, other Company Employees and any other people on site.

**28.3** Employees are required as a condition of employment, to wear and use all protective clothing and equipment prescribed and provided by the Company. The minimum requirement for the provision of protective clothing as specified in the Company Policy and Procedures at the date of signing this Agreement will be maintained.

## **29. HEALTH AND SAFETY REPRESENTATIVES**

### **29.1 Recognition of Health and Safety Representatives**

The Company recognises Health and Safety Representatives who are elected in accordance with sections 50, 60-67 of the WHS Act.

### **29.2 Health and Safety Representatives' Rights and Responsibilities**

- (a) Health and Safety Representatives responsibilities include but are not limited to:
  - (i) representing their work group members in matters relating to work health and safety at the workplace;
  - (ii) monitoring risk control measures put into place at the workplace to protect their work group members;
  - (iii) investigating complaints from their work group members relating to work health and safety;
  - (iv) inquiring into anything that appears to be a risk to the health or safety of work group members.
- (b) Each Health and Safety Representative must be allowed to spend such time as is reasonably necessary to exercise their powers or perform their functions under the WHS Act. This must be paid time based on the rate they would have otherwise been paid at the time.
- (c) The person conducting a business or undertaking must, if requested by a Health and Safety Representative for a work group for that business or undertaking, allow the Health and Safety Representative to attend a course of training in work health and safety that is:
  - (i) approved by the Work Health and Safety Commission; and
  - (ii) a course that the Health and Safety Representative is required under the regulations to attend; and
  - (iii) chosen by the Health and Safety Representative.

### **29.3 Health and Safety Representative Training**

- (a) The Company must:
  - (i) as soon as practicable within the period of three (3) months after the day on which the request is made, allow the Health and Safety Representative time off work to attend the course of training; and
  - (ii) pay the course fees and any other reasonable costs associated with the Health and Safety Representative's attendance at the course of training.

## **30. DUTIES**

**30.1** Employees will undertake all duties as directed by the Company that are within their skill, training and competence and the classification structure set out in **Schedule One**, in accordance with safe working practices, including incidental tasks. Employees will also be required to undertake training that is required for the position.

**30.2** In cases where a job classification is changed, Employees will be paid the rate applicable to the new job classification. Employees who perform higher duties shall be entitled to receive the Higher Duties Allowance in accordance with the Company's Higher Duty Allowance Guideline.

## **31. FLEXIBLE WORK ARRANGEMENTS**

### **31.1 Employee May Request Change in Working Arrangements**

- (a) Clause 31 applies where an Employee has made a request for a change in working arrangements under section 65 of the Act.

### **31.2 Responding to the Request**

- (a) Before responding to a request made under section 65 of the Act, the Company must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
  - (i) the needs of the Employee arising from their circumstances;
  - (ii) the consequences for the Employee if changes in working arrangements are not made; and
  - (iii) any reasonable business grounds for refusing the request.

### **31.3 What the Written Response must include if the Company Refuses the Request**

- (a) Clause 31.3 applies if the Company refuses the request and has not reached an agreement with the Employee under clause 31.2.
- (b) The written response under section 65.(4) of the Act must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the Company and the Employee could not agree on a change in working arrangements under clause 31.2, then the written response under section 65.(4) of the Act must:
  - (i) state whether or not there are any changes in working arrangements that the Company can offer the Employee so as to better accommodate the Employee's circumstances; and
  - (ii) if the Company can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

### **31.4 What the Written Response must include if a Different Change in Working Arrangements is Agreed**

- (a) If the Company and the Employee reached an Agreement under clause 31.2 on a change in working arrangements that differs from that initially requested by the Employee, then the Company must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

### **31.5 Dispute Resolution**

- (a) Disputes about whether the Company has discussed the request with the Employee and responded to the request in the way required by clause 31, can be dealt with under clause 9, being the Dispute Resolution Procedure.

## **32. JOB SHARE**

**32.1** Permanent part time Employees may be engaged on a job-sharing basis.

**32.2** A permanent part time Employee shall receive, on a pro rata basis, the benefits of permanent employment.

- 32.3** The sharing arrangements and obligations of each job share participant will be agreed in writing with the Company.
- 32.4** The Company retains the right to approve or decline requests for job sharing by job share applicants and retains the right to withdraw an offer of job sharing in writing.
- 32.5** Each permanent part time Employee sharing a position must possess the qualifications and experience to be able to hold the same position.
- 32.6** In the event the contract of employment of a permanent part time Employee sharing a position with another permanent part time Employees terminates, the other permanent part time Employee (the job sharer), must either join the roster as a full time employee or accept sharing the position with another permanent part time Employee if able to be sourced.

### **33. JOB SECURITY**

- 33.1** The parties covered by this Agreement acknowledge and agree that the use of supplementary labour (for example, contractors or labour hire) may have the potential to undermine the Employee's security of employment.
- 33.2** The parties covered by this Agreement support the principles of same job, same pay. All workers regardless of age, gender or ethnicity will be paid the same for doing the same work.
- 33.3** The Company must ensure the remuneration of contractors engaged by the Company to do work covered by this Agreement are no less favourable than the remuneration provided for in this Agreement for equivalent or similar work.
- 33.4** The Company is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Company. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement.
- 33.5** The Company will take all reasonable measures to achieve employment security for the direct permanent Employees of the Company. All persons covered by this Agreement recognise the importance of measures to protect and enhance the employment security, health and safety, and career development of the Employees.
- 33.6** This clause 33 does not apply to major unplanned maintenance, shutdown maintenance or expansion projects work (either greenfield or brownfield expansion work).

### **34. POLICIES AND PROCEDURES**

- 34.1** Employees are required to comply with all lawful directions by the Company in relation to the workplace practices and the Company's Policies and Procedures as introduced, amended, replaced, deleted or varied from time to time.
- 34.2** Employees will be provided with access to the Company's Policies and Procedures during their employment with the Company. The Company's Policies and Procedures are not incorporated into, and do not form any part of this Agreement.
- 34.3** If any inconsistency arises between the provisions of this Agreement and the Company's Policies and Procedures, then the provisions of this Agreement shall prevail to the extent of any inconsistency unless the entitlement is more beneficial to the Employee under any Policy or Procedure.

### **35. FITNESS FOR WORK**

- 35.1** Employees must attend work in a fit and proper state that will enable them to complete their duties

without danger to themselves or others and must at all times comply with the Company's Policies and Procedures, including submitting to drug, alcohol and substance testing as required by the Company and in accordance with obligations and requirements contained within Policies and Procedures.

- 35.2** Employees agree to undertake fitness and medical tests to ensure that they are able to fulfil the inherent requirements of their position at the direction of the Company.
- 35.3** The location and timing of any fitness or medical tests will be at the discretion of the Company.
- 35.4** Employees will receive reasonable notice of any fitness or medical test which they are required to attend.
- 35.5** The Company agrees to pay the costs of any fitness or medical tests that have been at the direction of the Company. The Company will endeavour to schedule any fitness or medical tests on the Employees rostered on days, if this is not possible the Employee will be paid applicable rates.

## **36. ABANDONMENT OF EMPLOYMENT**

- 36.1** Failure to report to work and failure to notify the Company for three (3) consecutive days may constitute abandonment of employment.
- 36.2** The Company will make all reasonable attempts to contact an Employee regarding their absence before abandonment of employment is actioned.
- 36.3** Employees who abandon their employment will be entitled to notice of termination in accordance with the NES.

## **37. REDUNDANCY**

- 37.1** Employees will be entitled to the minimum redundancy provisions (equal to or better than the NES) specified in the Company Redundancy Policy (as varied or amended from time to time) at the date of commencement of this Agreement.
- 37.2** Employees made redundant will be provided with four (4) weeks' notice of termination or payment in lieu thereof. Employees made redundant who are over forty five (45) years of age and who have two (2) year's continuous service with the Company, will be provided with an additional one (1) weeks' notice or payment in lieu.
- 37.3** An Employee whose position is made redundant is entitled to a redundancy payment as follows:
  - (a) where an Employee has less than one (1) year's continuous service with the Company, four (4) week's redundancy payment will apply; or
  - (b) where an Employee has more than one (1) year's continuous service with the Company, four (4) week's redundancy payment will apply plus two (2) week's redundancy pay per year of service calculated on a pro-rata basis.
- 37.4** Employees are entitled to one day of paid leave each week 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. A proof of attendance at an interview must be provided to the Company.

## **38. CONSULTATION OVER CHANGE**

- 38.1** This clause applies if the Company:
  - (a) has made a decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### **38.2 Major change**

- (a) For a major change referred to in clause 38.1(a):
  - (i) the Company must notify the relevant Employees of the decision to introduce the major change; and
  - (ii) subclauses 38.2(b) to 38.2(h) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- (d) As soon as practicable after making its decision, the Company must:
  - (i) discuss with the relevant Employees:
    - A. the introduction of the change; and
    - B. the effect the change is likely to have on the Employees; and
    - C. measures that the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion, provide, in writing, to the relevant Employees:
    - A. all relevant information about the change including the nature of the change proposed; and
    - B. information about the expected effects of the change on the Employees; and
    - C. any other matters likely to affect the Employees.
- (e) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (g) 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, the requirements set out in subclauses 38.2(a)(i), 38.2(b) and 38.2(d) are taken not to apply.
- (h) In this clause, a major change is likely to have a significant effect on Employees if it results in:
  - (i) the termination of the employment of Employees; or
  - (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain Employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.

### **38.3 Change to regular roster or ordinary hours of work**

- (a) For a change referred to in clause 38.1(b):

- (i) the Company must notify the relevant Employees of the proposed change; and
  - (ii) subclauses 38.3(b) to 38.3(f) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, **the Company** must:
  - (i) discuss with the relevant Employees the introduction of the change; and
  - (ii) for the purposes of the discussion, provide to the relevant Employees:
    - A. all relevant information about the change, including the nature of the change; and
    - B. information about what the Company reasonably believes will be the effects of the change on the Employees; and
    - C. information about any other matters that the Company reasonably believes are likely to affect the Employees; and
  - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

**38.4** In this clause: relevant Employees means the Employees who may be affected by a change referred to in clause 38.1.

## **39. STAND DOWN**

**39.1** An Employee may be stood down with or without pay if they cannot usefully be employed because of one of the following circumstances:

- (a) industrial action (other than industrial action organised, or engaged in, by the Company);
- (b) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown; or
- (c) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.

**39.2** Prior to enacting this Stand Down clause, the Company will:

- (a) stand down contractors or persons other than permanent Employees in the first instance, unless the available work cannot be performed by the permanent Employees;
- (b) instruct Employees to partake in any outstanding administration, training and/or housekeeping activities that are operationally required and approved by the relevant Manager and that the Employee is qualified to perform;
- (c) where an Employee can be usefully engaged in alternative duties for which they are trained and competent to perform during the stand down period and the Company requires the alternative duties to be performed, the Company will discuss and mutually agree to assign the Employee to alternative duties for the duration of the stand down period without loss or reduction of pay;



- (d) subject to operational requirements, and where an Employee cannot be engaged in useful work, permanent Employees may be asked to volunteer for stand down. The Company may consider developing a roster system in consultation with Employees, and upon stand down they will be entitled to use their accrued paid annual or long service leave entitlements for the stand down period; and
- (e) where an Employee is stood down, and they wish to use their paid annual or long service leave accruals, the Employee is required to complete a leave form for approval.

**39.3** The stand down period does not break an Employees continuous service with the Company.

**39.4** The Company will provide Employees with at least seven (7) days' notice prior to being stood down.

**39.5** The period of time an Employee is on Stand Down will be counted towards notice time required for Termination of Employment by the Employee if given during or after the period of Stand Down.

## **40. SUSPENSION**

The Company may suspend an Employee from his or her employment with pay and upon any other terms and conditions as the Company sees fit for the purpose of investigating any suspected misconduct (including Serious Misconduct) in which the Employee may be involved.

## **41. TERMINATION OF EMPLOYMENT**

**41.1** During a probationary period the Employee or the Company may terminate the Employee's employment by giving one (1) weeks' notice.

**41.2** The Company or the Employee may terminate their employment by providing in writing four (4) weeks' notice, or if greater, the minimum required in accordance with the Act.

**41.3** The Company may, in its absolute discretion, terminate an Employee's employment by:

- (a) making a payment in lieu of the period of notice in clause 41.2; or
- (b) by providing part of the notice period in clause 41.2 and by making part payment in lieu of the balance of the notice period.

**41.4** A casual Employee's employment may be terminated the Company or the Employee by providing one (1) days' notice or by the payment or forfeiture of the Base Salary applicable to the period of notice.

**41.5** In circumstances where notice is given by the Company, Employees over forty five (45) years of age at the time of giving the notice with not less than two (2) years continuous service will be entitled to an additional one (1) week's notice.

**41.6** The Company may terminate a contract of employment summarily without notice (or payment in lieu of notice) on the grounds of Serious Misconduct. Nothing in this clause prevents an Employee and the Company mutually agreeing that an Employee's employment will terminate.

#### 42. SIGNATURE OF THE PARTIES

##### Signed on behalf of the Employees:

Signed: Glen Gatland  
Date: 02/11/2023  
Name in full: Glen Gatland  
Authority to sign: Elected Employee Representative  
Address: 1662 Maranup Ford Road Greenbushes WA 6254

Witnessed By: David Fishlock  
Signed: [Signature]  
Date: 02/11/2023  
Witness Address: 1662 Maranup Ford Road Greenbushes WA 6254

##### Signed with authority of and for and on behalf of the Company:

Signed: [Signature]  
Date: 2/11/2023  
Name in full: Lorry Mignacca  
Authority to sign: Director  
Address: Level 15, 216 St Georges Terrace  
Perth WA 6000  
Witnessed By: Lucy Moss  
Signed: [Signature]  
Date: 2/11/2023  
Witness Address: 1662 Maranup Ford Road Greenbushes WA 6254

## Schedule One - Classifications

### LIST OF CLASSIFICATIONS AND MINIMUM PAY RATES

The Company provides a salary structure that enables skill and pay progression for Employees. Classification Levels (**Levels**) are determined by the Company having regard to the Employee's experience, skills and demonstrated competency in the relevant Level. The annual minimum Base Salary is expressed below unless otherwise stated.

An Employee whose roster is changed to a roster not mentioned below, will receive an annual Base Salary that will be adjusted on a pro rata basis based on the number of hours worked.

All apprentices will be reimbursed:

- reasonable travel and accommodation costs for block release attendance less any amount payable under a Government apprentice assistance scheme; and
- all training fees charged by a Registered Training Organisation (**RTO**) for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the Company's technical library).

The Plant Operator Classification includes all Employees engaged to work at any of the Lithium Minerals Plants, Water Treatment Plant, Central Tailings Pump Station Plant and any other Plant located at the Greenbushes Lithium Operation that the Company determines that the Plant Operator Classification should apply to. Progression within the Classification structure will be relevant to each Plant and as outlined in **Schedule 2**.

### **EVEN TIME CONTINUOUS SHIFT MINIMUM PAY RATES**

|  |   |
|--|---|
| <b>Even Time Continuous Shift Roster</b><br><b>12 Hour Shift</b><br><b>42 hrs per week</b> | <b>Roster examples:</b><br><b>2D 2N 4R&amp;R</b><br><b>4D 4N 8R&amp;R</b><br><b>7D 7R&amp;R 7N 7R&amp;R</b> |
|--|---|

| <b>Classification</b> | <b>Even Time<br/>Continuous Shift<br/><br/>Base Salary</b> | <b>Even Time<br/>Continuous Shift<br/><br/>Roster Allowance</b> | <b>Even Time<br/>Continuous Shift<br/><br/>Base + Roster</b> |
|-----------------------|--|---|--|
| <b>Plant Operator</b> |  |   |  |
| Level 1               | \$72,750   | \$21,851  | \$94,601   |
| Level 2               | \$77,580   | \$23,342  | \$100,921  |
| Level 3               | \$88,938   | \$25,735  | \$114,673  |
| Level 4               | \$100,003  | \$26,138  | \$126,141  |
| Level 5               | \$111,042  | \$32,300  | \$143,342  |

| Classification                     | Even Time<br>Continuous Shift<br><br>Base Salary | Even Time<br>Continuous Shift<br><br>Roster Allowance | Even Time<br>Continuous Shift<br><br>Base + Roster |
|------------------------------------|--|---|--|
| <b>Laboratory Technician</b>       |  |   |  |
| Level 1                            | \$72,750   | \$21,851  | \$94,601   |
| Level 2                            | \$77,580   | \$23,342  | \$100,921  |
| Level 3                            | \$88,938   | \$25,735  | \$114,673  |
| Level 4                            | \$100,003  | \$26,138  | \$126,141  |
| Level 5                            | \$111,042  | \$32,300  | \$143,342  |
| <b>Electrical Tradesperson</b>     |  |   |  |
| Level 5                            | \$116,047  | \$33,582  | \$149,629  |
| Level 6                            | \$123,275  | \$35,859  | \$159,134  |
| Level 7                            | \$129,025  | \$37,713  | \$166,738  |
| Level 8                            | \$134,956  | \$39,583  | \$174,539  |
| <b>Mechanical<br/>Tradesperson</b> |  |   |  |
| Level 5                            | \$107,201  | \$31,021  | \$138,222  |
| Level 6                            | \$118,055  | \$34,162  | \$152,217  |
| Level 7                            | \$124,714  | \$36,276  | \$160,990  |
| Level 8                            | \$126,903  | \$39,983  | \$166,886  |
| <b>Maintenance<br/>Technician</b>  |  |   |  |
| Level 1                            | \$74,730   | \$22,399  | \$97,128   |
| Level 2                            | \$80,061   | \$24,048  | \$104,109  |
| Level 3                            | \$87,324   | \$26,274  | \$113,598  |
| Level 4                            | \$91,303   | \$27,471  | \$118,774  |
| <b>Cleaner</b>                     |  |   |  |
| Level 1                            | \$64,229   | \$19,252  | \$83,480   |
| Level 2                            | \$73,594   | \$20,018  | \$93,612   |

### EVEN TIME NON - CONTINUOUS SHIFT MINIMUM PAY RATES

|  |   |
|--|---|
| <b>Even Time Non-Continuous Shift Roster</b><br><b>12 Hour Shift</b><br><b>42 hrs per week</b> | <b>Roster examples:</b><br><b>4D 0N 4R&amp;R</b><br><b>7D 0N 7R&amp;R</b> |
|--|---|

| Classification                 | Even Time<br>Non - Continuous Shift<br><br>Base Salary | Even Time<br>Non - Continuous Shift<br><br>Roster Allowance | Even Time<br>Non - Continuous Shift<br><br>Base + Roster |
|--------------------------------|--|---|--|
| <b>Plant Operator</b>          |  |   |  |
| Level 1                        | \$72,750   | \$15,589  | \$88,338   |
| Level 2                        | \$77,580   | \$16,659  | \$94,239   |
| Level 3                        | \$88,938   | \$18,183  | \$107,121  |
| Level 4                        | \$100,003  | \$17,936  | \$117,939  |
| Level 5                        | \$111,042  | \$22,851  | \$133,893  |
| <b>Laboratory Technician</b>   |  |   |  |
| Level 1                        | \$72,750   | \$15,589  | \$88,338   |
| Level 2                        | \$77,580   | \$16,659  | \$94,239   |
| Level 3                        | \$88,938   | \$18,183  | \$107,121  |
| Level 4                        | \$100,003  | \$17,936  | \$117,939  |
| Level 5                        | \$111,042  | \$22,851  | \$133,893  |
| <b>Electrical Tradesperson</b> |  |   |  |
| Level 5                        | \$116,047  | \$23,412  | \$139,459  |
| Level 6                        | \$123,275  | \$25,036  | \$148,311  |
| Level 7                        | \$129,025  | \$26,365  | \$155,390  |
| Level 8                        | \$134,956  | \$27,700  | \$162,656  |
| <b>Mechanical Tradesperson</b> |  |   |  |
| Level 5                        | \$107,201  | \$21,630  | \$128,832  |
| Level 6                        | \$118,055  | \$23,812  | \$141,867  |
| Level 7                        | \$124,714  | \$25,320  | \$150,034  |
| Level 8                        | \$126,903  | \$28,623  | \$155,526  |
| <b>Maintenance Technician</b>  |  |   |  |
| Level 1                        | \$74,730   | \$15,971  | \$90,701   |
| Level 2                        | \$80,061   | \$17,156  | \$97,216   |
| Level 3                        | \$87,324   | \$18,515  | \$105,838  |
| Level 4                        | \$91,303   | \$19,471  | \$110,773  |
| <b>Cleaner</b>                 |  |   |  |
| Level 1                        | \$64,229   | \$13,727  | \$77,955   |
| Level 2                        | \$73,594   | \$13,820  | \$87,415   |

### DAY SHIFT MINIMUM PAY RATES

|  |   |
|--|---|
| <b>Day Shift Roster</b><br><b>8 Hour Shift</b><br><b>40 hrs per week</b> | <b>Roster examples:</b><br><b>5D 2R&amp;R</b> |
|--|---|

| Classification                 | Day Shift<br>Base Salary |
|--------------------------------|--------------------------|
| <b>Plant Operator</b>          |                          |
| Level 1                        | \$69,285                 |
| Level 2                        | \$73,885                 |
| Level 3                        | \$84,703                 |
| Level 4                        | \$95,241                 |
| Level 5                        | \$105,754                |
| <b>Laboratory Technician</b>   |                          |
| Level 1                        | \$69,285                 |
| Level 2                        | \$73,885                 |
| Level 3                        | \$84,703                 |
| Level 4                        | \$95,241                 |
| Level 5                        | \$105,754                |
| <b>Electrical Tradesperson</b> |                          |
| Level 5                        | \$110,521                |
| Level 6                        | \$117,405                |
| Level 7                        | \$122,881                |
| Level 8                        | \$128,530                |
| <b>Mechanical Tradesperson</b> |                          |
| Level 5                        | \$102,096                |
| Level 6                        | \$112,433                |
| Level 7                        | \$118,775                |
| Level 8                        | \$120,860                |
| <b>Maintenance Technician</b>  |                          |
| Level 1                        | \$71,171                 |
| Level 2                        | \$76,248                 |
| Level 3                        | \$83,166                 |
| Level 4                        | \$86,955                 |
| <b>Cleaner</b>                 |                          |
| Level 1                        | \$61,170                 |
| Level 2                        | \$70,090                 |

### APPRENTICE MINIMUM PAY RATES

| Classification                              | Even Time Continuous Shift Roster<br><br>42 hrs per week<br><br>(examples below)<br>2D 2N 4R&R<br>4D 4N 8R&R<br>7D 7R&R 7N 7R&R<br><br>12 Hour shift | Even Time Non-Continuous Shift Roster<br><br>42 hrs per week<br><br>(examples below)<br>4D 0N 4R&R<br>7D 0N 7R&R<br><br>12 Hour Shift | Day Shift Roster<br><br>40 hrs per week<br><br>(examples below)<br>5D 2R&R<br><br>8 Hour Shift |
|---|--|---|--|
| <b>Apprentice Electrical and Mechanical</b> |  |   |  |
| Year 1                                      | \$76,022   | \$70,857  | \$56,153   |
| Year 2                                      | \$89,845   | \$83,740  | \$66,363   |
| Year 3                                      | \$103,667  | \$96,624  | \$76,572   |
| Year 4                                      | \$121,636  | \$113,372   | \$89,845   |
| Year 1 – Adult                              | \$110,578  | \$103,065   | \$81,677   |
| Year 2 – Adult                              | \$110,578  | \$103,065   | \$81,677   |
| Year 3 – Adult                              | \$110,578  | \$103,065   | \$81,677   |
| Year 4 – Adult                              | \$121,636  | \$113,372   | \$89,845   |

### CLEANER MINIMUM PAY RATES FOR ADDITIONAL ROSTERS

| Classification  | Even Time Non-Continuous Shift Roster<br>D/S Only<br>35 hrs per week<br><br>(examples below)<br>7DS 7R&R<br><br>10 Hour Shift | Even Time Non-Continuous Shift Roster<br>A/S Only<br>35 hrs per week<br><br>(examples below)<br>7AS 7R&R<br><br>10 Hour Shift | Even Time Non-Continuous Shift Roster<br>D/S and A/S<br>35 hrs per week<br><br>(examples below)<br>7DS 7R&R<br>7AS 7R&R<br><br>10 Hour Shift |
|-----------------|---|---|--|
| <b>Cleaners</b> |   |   |  |
| Level 1         | \$64,449  | \$69,588  | \$67,019   |
| Level 2         | \$76,573  | \$82,741  | \$79,657   |

## **Schedule Two - Career Progression**

- (a) The parties to this Agreement recognise that in meeting the operational needs of the Company ,and in order to increase the safety, efficiency and productivity of the Company, a commitment to training and skill development is required.
- (b) Accordingly, the parties commit themselves to:
  - (i) developing a more highly skilled and flexible workforce;
  - (ii) development and implementation of structured training programs;
  - (iii) providing Employees with career opportunities where possible through appropriate training to acquire additional skills and competencies; and
  - (iv) attracting and retaining qualified and engaged Employees by ensuring competitive terms and conditions of employment.
- (c) The parties to this Agreement recognise that as a general principle all Employees' who demonstrate a desire will be provided with equal access to training opportunities. It is the Company's responsibility to provide the resources necessary to ensure that an individual who demonstrates a desire can access the training, experience and competency required for the attainment of each level. This upskilling, including training will be paid for by the Company. The Company will endeavour to schedule training on the Employees rostered on days, if this is not possible the Employee will be paid applicable rates.
- (d) On commencement of this Agreement, the Company will appoint existing Employees to a classification Level within **Schedule 1** of this Agreement based on the following two (2) factors
  - (i) the Employees' current qualifications and competencies required to satisfy a specified Level and all Levels below. If a qualification(s) or competency(s) have expired through no fault of their own, the Employee will be awarded the qualification(s) or competency(s) for the purpose of initial classification and the Company will schedule the affected Employee(s) to complete the required training and
  - (ii) the Company's assessment that the Employee is required to utilise those competencies routinely or periodically. The parties to this Agreement recognise that in meeting the operational needs of the Company and in order to increase the safety, efficiency and productivity of the Company, a commitment to training and skill development is required by both the Company and the Employee.
- (e) Progression within the classification structure as outlined in **Schedule 2** of this Agreement are subject to the acquisition and utilisation of qualifications and or competencies and shall be dependent on two (2) factors:
  - (i) the Employee achieving and maintaining the qualifications and or competencies within a specified Level and all Levels below; and
  - (ii) the Company's assessment that the Employee is required to utilise those competencies routinely or periodically temporally moving area to work shutdowns is an example of periodical use of qualifications and skills.
- (f) 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 the Company's specific competencies, they will be classified at this Level and a training plan will be developed to close out the Company specific training gaps within the first six (6) months of their employment. In the event, the Company does not provide the training required within the specified time, the Employee will maintain their current Level in the classification structure.

- (g) 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 Base Salary and classification Level will not reduce as a result.
- (h) 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 those circumstances, the Employee will be paid the total Base Salary relevant to the lower classification. The Employee will continue to be paid at their current level for two (2) complete fortnights from the time they have been notified in writing of the intent to move the Employee down the classification structure.
- (i) In the event, the Company does not provide the training required, which results in the Employee not being able to maintain their competency or qualification, clause (h) will have no effect

**Applicant:** Talison Services Pty Ltd

**Application:** Application for approval of an enterprise agreement

## UNDERTAKING - SECTION 190

I, Lorry Mignacca, Director, have the authority given to me by Talison Services Pty Ltd (**Talison**) to give the following undertaking with respect to the application for the approval of the *Talison Enterprise Agreement 2023* (AG2023/4243) (**Agreement**) pursuant to section 190 of the *Fair Work Act 2009* (Cth):

The effect of this undertaking will not cause financial detriment to any affected employee for the Agreement or result in substantial changes to the Agreement.

### 1. **Part-time employees**

Talison undertakes that the following provision of clause 10.3(c) of the Agreement, which currently states:

*"A part-time Employee will be informed of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at their nominal hourly rate."*

shall instead be interpreted to read as follows in relation to part-time employees:

*"A part-time Employee will be informed of the ordinary hours of work and starting and finishing times. All time worked in excess of these hours will be paid at their nominal hourly rate up to the hours that a part-time Employee would ordinarily work under a full-time roster. All time worked in excess of the hours that a part-time Employee would ordinarily work under a full-time roster will be paid at overtime rates, being 150% of a part-time Employee's Base Salary."*

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

On behalf of Talison Services Pty Ltd



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Signature

23/11/2023

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Date