



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tianqi Lithium Kwinana Pty Ltd
(AG2023/3660)

TLK ENTERPRISE AGREEMENT 2023

Manufacturing and associated industries

DEPUTY PRESIDENT O'KEEFFE

PERTH, 26 OCTOBER 2023

Application for approval of the TLK Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *TLK 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 Tianqi Lithium Kwinana Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The notification time for the Agreement under s.173(2) was 13 March 2023 and the Agreement was made on 30 September 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 June 2023¹.

[3] The Applicant expressed the view that the Agreement passes the Better Off Overall Test (BOOT) and provided a summary of why it expressed this view. Consistent with s.193A(3) of the Act I have given consideration to this view when determining whether the Agreement passes the BOOT. The Australian Workers' Union (AWU), the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) who were bargaining agents, did not express any views as to whether the Agreement passes the BOOT.

[4] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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.

[5] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[6] The Australian Workers' Union (AWU), the Automotive, Food, Metals, Engineering, Printing and 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 AWU, AMWU and the CEPU.

[7] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 26 October 2027.

DEPUTY PRESIDENT

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TIANQI LITHIUM

TLK Enterprise Agreement 2023

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

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1. Title

- 1.1 This agreement will be known as the *TLK Enterprise Agreement 2023* (**Agreement**).

2. Application and Parties Bound

- 2.1 This Agreement covers and applies to:

- (a) the Company; and
- (b) all Employees of the Company who are employed to perform work at the Company's operations at the processing facility at Kwinana and any expansion within the City of Kwinana in the classifications set out in Appendix A of this Agreement.

3. Period of Operation

- 3.1 This Agreement will commence operation 7 days after it is approved by the Fair Work Commission (**Commencement Date**).
- 3.2 The Agreement will have a nominal expiry date of 4 years after the date the Agreement is approved by the Fair Work Commission (**Nominal Expiry Date**).
- 3.3 The Agreement will continue to operate past the Nominal Expiry Date until it is either terminated or replaced in accordance with the FW Act.
- 3.4 It is a condition of this Agreement that the parties undertake not to pursue any extra claims for the duration of this Agreement except where permitted by the terms of this Agreement.

4. Relationship with other Industrial Instruments

- 4.1 It is intended that this Agreement is comprehensive and will stand alone so that the Award and any other awards, orders, transitional instruments, preserved state agreements, notional agreements preserving state awards and state Industrial Laws, will not apply to Employees while this Agreement is in operation to the maximum extent permissible by law.
- 4.2 This Agreement replaces all provisions of the *TLK Enterprise Agreement 2019*.
- 4.3 Where any legislation, award, policy, procedure or other document is referred to in this Agreement, it is not incorporated into and does not form part of this Agreement.

5. Better Off Overall

- 5.1 Employees covered by this Agreement will enjoy terms and conditions of employment which, when taken overall, result in the Employees being better off overall than the terms and conditions of employment that would otherwise apply under the Award.
- 5.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the terms of this Agreement and the NES, and the NES provide a greater benefit, the NES provision will apply to the extent of the inconsistency.

6. Definitions

Agreement means the *TLK Enterprise Agreement 2023*.

Award means the *Manufacturing and Associated Industries and Occupations Award 2020* as amended from time to time.

Base Annual Salary has the meaning given in clause 10.

Commencement Date has the meaning given in clause 3.1.

Company means Tianqi Lithium Kwinana Pty Ltd (ACN 612 085 364).

Continuous Shiftwork means work carried on with consecutive shifts of Employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

Continuous Shiftworker means a seven-day Shiftworker who is regularly rostered to work on Sundays and public holidays.

Employee or **Employees** means employees of the Company who are employed in the classifications set out in Appendix A of this Agreement.

FW Act means the *Fair Work Act 2009* (Cth) as at the Commencement Date.

Immediate Family means a spouse (including de facto) or a parent or step-parent, grandparent, child, stepchild, grandchild or sibling of the Employee or the Employee's spouse. A reference to a spouse or de facto partner includes a former spouse or de facto partner.

Industrial Laws means the FW Act and any State or Federal legislation or subordinate law, any applicable modern award (as defined by the FW Act) including the Award and any other industrial instrument which may cover or apply to an Employee.

NES means National Employment Standards as set out in the FW Act.

Night Shift means any shift finishing after midnight and at or before 8.00am.

Nominal Expiry Date has the meaning given in clause 3.2.

Ordinary Hours for a full-time Employee has the meaning given in clause 13.1.

Parties means the Company and the Employees.

Roster Allowance has the meaning given in clause 10 and Appendix A.

Rostered Hours has the meaning given in clause 13.2.

Serious Misconduct has its ordinary meaning at law.

Shift Allowance has the meaning given in clause 10 and Appendix A.

Shiftworker means an Employee engaged in a system of work in which operations are being continued by that Employee on work which another Employee or group of Employees had been engaged previously and includes a Continuous Shiftworker. A Shiftworker under this Agreement is a shiftworker for the purposes of the NES.

7. Types of Employment

- 7.1 Employees may be engaged under this Agreement in any capacity, whether full-time, part-time or casual. Full-time and part-time Employees may also be engaged for a fixed-term, maximum-term or specified task.

Full-time employment

- 7.2 A full-time Employee means an Employee who works an average of 38 ordinary hours per week. Full-time Employees will be engaged on such rosters as determined by the Company from time to time.

Part-time employment

- 7.3 Part-time Employees may be engaged to work on a part-time basis involving a reasonably predictable pattern of hours which is less than an average of the full-time 38 ordinary hours per week.
- 7.4 Part-time Employees will receive a pro rata salary package and pro rata leave and other entitlements (proportionate to the number of ordinary hours worked per week).
- 7.5 The Company will advise a part-time Employee in writing of their ordinary hours of work and start and finish times, and the classification applying to the work to be performed.
- 7.6 The terms of the agreement referred to in clause 7.5 may be varied, in writing, by agreement between the Company and the Employee.
- 7.7 A part-time Employee who is required to work in excess of the part-time Employee's agreed hours will be paid for the additional hours in accordance with Table 4: Unplanned Shift Payment.
- 7.8 A part-time Employee must be engaged and paid for a minimum of four (4) consecutive hours per shift.

Casual employment

- 7.9 A person is a casual Employee if:
- (a) they are offered a job; and
 - (b) the offer does not include a firm advance commitment that the work will continue indefinitely with an agreed pattern of work; and
 - (c) they accept the offer knowing that there is no firm advance commitment and become an Employee.
- 7.10 Casual Employees will be offered and/or paid a minimum of 4 consecutive hours of work on each occasion that they are offered and accept work.
- 7.11 Casual Employees will be paid the applicable Hourly Rate set out in Table 1(b) of Appendix A of the Agreement, which compensates them for all pay and entitlements they would otherwise be entitled to receive for their hours of work, including minimum wages, applicable allowances, overtime, penalty rates, shift loadings and any other benefit or entitlement that may otherwise be due to the Employee under the Award or any other applicable legislation, industrial agreement or modern award.
- 7.12 A casual Employee will also be paid an additional loading of 25% of their applicable Hourly Rate. This additional loading is paid as compensation for annual leave, paid personal/carer's

leave, notice of termination of employment, redundancy benefits, and other paid leave entitlements and attributes that are ordinarily provided to full-time and part-time Employees.

- 7.13 Any payment or benefit which a casual Employee receives from the Company which exceeds an entitlement under this Agreement can be set off against a claim for under payment of another entitlement under this Agreement.
- 7.14 Casual Employees are entitled to conversion to full-time or part-time employment in accordance with the FW Act.

8. Probation

- 8.1 The Company may initially engage an Employee (other than a casual Employee) for a period of probationary employment of six (6) months for the purpose of determining the Employee's suitability for ongoing employment.
- 8.2 During an Employee's probationary period, the employment relationship may be terminated by either Party giving 1 week's written notice of termination. The Company may make payment in lieu of notice at its discretion.

9. Obligations

- 9.1 The primary objective of the Company is to be a safe, efficient and cost-effective operation and there is an expectation that every Employee is committed to working with the Company's management and supervisors to achieve this objective.
- 9.2 Employees are required to:
- (a) make every effort to meet the Company's production schedules and quality targets within a reasonable timeframe;
 - (b) suggest improvements and apply efficient work practices to constantly achieve high quality performance;
 - (c) actively participate to create an efficient, highly productive and successful team;
 - (d) maintain and promote an open and communicative work environment;
 - (e) promote a culture where all employees understand and comply with safety procedures and feel comfortable to raise concerns which may impact their safety in the workplace; and
 - (f) be flexible with respect to work practices and work patterns including:
 - (i) acquiring and applying knowledge and skills to operate the plant and equipment and undertake work tasks proficiently;
 - (ii) undertaking work and duties within their skills, training and competence as directed by the Company from time to time.
- 9.3 Clothing, tools and equipment
- (a) The Company will provide all clothing, tools and equipment (including personal

protective equipment (PPE)), which will be replaced or repaired on a fair wear and tear basis.

- (b) Employees must maintain clothing, tools and equipment in good working order suitable for the nature of the work they are engaged to perform, and in accordance with the agreed standard.

9.4 Skill acquisition and training

- (a) The Parties are committed to the continual development of skills and experience of Employees.
- (b) Employees will be given the opportunity to participate in training programs from time to time that support operational and role requirements. Training will be subject to the Company's current and future operational needs, the availability of training resources and plant safety considerations. Re-grading to higher classifications and/or levels is subject to specific operational requirements.
- (c) All training will be arranged and paid for by the Company. The training programs are provided by the Company and conducted through a combination of external, formal in-house and structured on-the-job training.
- (d) An Employee may be required to undertake training or provide training support, in accordance with their job description, where competent to do so.
- (e) Time spent by an Employee attending training will be regarded as time worked for the Company. All Employees must adhere to all fitness for work requirements while undertaking training.

9.5 Licences and qualifications

- (a) Prior to joining the Company, all Employees must hold the requisite skills, certifications, licences, qualifications and competence required to perform their role and the work for which they are engaged, and must carry out their duties, functions and obligations in a competent, professional and skilful manner.
- (b) Employees are responsible for ensuring the currency of all certifications, licences and qualifications, and must notify the Company immediately if they are no longer eligible to hold the required qualifications/licences or if their qualification/licence ceases, or is invalid, restricted or revoked.
- (c) The Company will pay for the renewal cost of any High-Risk Work Licence, Electrical Licence, Gas Fitting Licence or any other licence required by the Company for an Employee to perform their role and the work for which they are engaged. This does not include an Employee's Driver's Licence.

10. Remuneration

10.1 Remuneration

- (a) At a minimum, Employees (other than casual Employees) will be paid the applicable Base Annual Salary and any applicable Roster Allowance and Shift Allowance set out in Appendix A.
- (b) An Employee's Base Annual Salary and, where applicable, the Roster Allowance and the Shift Allowance, is paid in satisfaction of and as full compensation for all pay and entitlements the Employee would otherwise be entitled to for their Rostered Hours,

including minimum wages, applicable allowances, overtime, penalty rates and shift loadings, annual leave loadings, public holidays and any other benefit or entitlement that may otherwise be due to the Employee under the Award or any other applicable legislation, industrial agreement or modern award.

- (c) Any payment or benefit which an Employee receives from the Company which exceeds an entitlement under this Agreement can be set off against a claim for under payment of another entitlement under this Agreement.
- (d) The Base Annual Salaries and casual Hourly Rates will increase in April each year until the Nominal Expiry Date of the Agreement in accordance with Table 2 of Appendix A of this Agreement.

10.2 Roster and Shift Allowances

- (a) Where an Employee only works part of a month, due to unpaid leave and/or the commencement/termination of employment, and the Employee is otherwise eligible to receive an annual Roster and Shift Allowances, the applicable allowance will be paid on a pro-rata basis for the part of the month worked.
- (b) Subject to sub-clause 10.2 (a), where an Employee meets the eligibility requirements for an annual Roster and Shift Allowances for only part of a month that is worked, the applicable allowance will be paid on a pro-rata basis for the part of the month worked that the Employee was eligible for that allowance.
- (c) Operational requirements may mean that Employees, other than those Employees designated to work Days Only, Continuous Rotating Shifts or Nights Only, may be required by the Company to work shifts, on an ad-hoc basis that are outside their usual shifts according to their usual roster type. Employees engaged to work such shifts on an ad-hoc basis will be paid the Roster and Shift Allowances on an hourly rate basis, for all hours worked during an ad-hoc shift in accordance with Table 3: Roster and Shift Allowances.
- (d) Where an Employee is required to perform work in accordance with clause 10.2(c) this arrangement does not alter the Employee's usual worker type.

10.3 Superannuation

The Company shall make superannuation contributions at the rate prescribed in the table below and capped at the Maximum Superannuation Contribution Base in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time.

Superannuation contributions				
Commencement Date	July 2024	July 2025	July 2026	July 2027
12.0%	12.0%	12.5%	12.5%	13.0%

Superannuation contributions will increase on 1 July each year until the Nominal Expiry Date of the Agreement and will be paid in the first pay period after 1 July each year.

All superannuation contributions will be paid into an Employee's nominated and compliant superannuation fund or, if no fund has been nominated by the Employee, into the Employee's stapled superannuation fund. Where the Employee has not nominated a

superannuation fund and does not have a stapled superannuation fund, superannuation contributions will be paid into the Company's default superannuation fund which:

- (a) offers a MySuper product;
- (b) is an exempt public sector scheme; or
- (c) is a fund of which a relevant Employee is a defined benefit member.

10.4 Payment of remuneration

The Company will pay the Employee's remuneration, net of tax and authorised deductions, at least monthly by electronic funds transfer directly into an Australian financial institution nominated by the Employee.

10.5 Overpayment

- (a) Where an overpayment of remuneration or entitlements or any other payment error has been made to an Employee there is an overpayment of remuneration or entitlements (**Overpayment**), the Overpayment is a debt owing to the Company.
- (b) The Employee agrees to repay the amount owing to the Company, including by means of a written agreement to deduct from the Employee's remuneration.
- (c) Where an Employee's employment is terminated and as at the date of termination there is an Overpayment, the overpayment is a debt owing to the Company. The Employee agrees to repay the amount owing to the Company. The Employee may agree in writing that the amount owing to the Company may be deducted from any remuneration or entitlements owed to the Employee.
- (d) If the Employee has not repaid the Overpayment within 30 days from the date the Employee is notified in writing of the Overpayment or the Employee and the Company have not reached agreement on alternative repayment arrangements within 30 days from the date the Employee is notified in writing of the Overpayment, the Company may initiate proceedings to recover the amount by lawful means.

10.6 Underpayment

Where an underpayment of remuneration or entitlements has been made to an Employee (**Underpayment**), the Company will make all reasonable efforts to rectify the Underpayment as soon as reasonably practicable before the next pay cycle.

10.7 Higher duties

- (a) An Employee appointed by the Company to perform duties of a higher classification specified in this Agreement than the Employee's ordinary classification, will be paid the applicable higher hourly rate of pay (calculated on a pro rata basis).
- (b) The Employee will be paid the higher hourly rate of pay when the employee has worked at a higher classification for more than 2 hours per shift.

- (c) Such payment at a higher minimum hourly rate is based on the Employee having exercised the requisite skills, experience, qualifications, and competency as determined by the Company to perform the higher classification. Following the completion of activities under the higher classification, the Employee will revert to the minimum annual salary that is applicable to their classification prior to undertaking the higher duties.
- (d) Notwithstanding the above, Employees who are being trained to operate plant or equipment which would otherwise attract a higher minimum salary, will not be paid at the higher minimum salary until they are assessed as being competent. This clause will be utilised by the Company for the purposes of bona fide training and will not be used by the Company to simply avoid payment to Employee(s) at a classification which attracts a higher minimum salary.

11. Leave Entitlements

11.1 Annual Leave

- (a) Employees engaged on a full-time basis will be entitled to 4 weeks of paid annual leave per year of service with the Company in accordance with the NES. Continuous Shiftworkers or Employees engaged on any of the rosters outlined in Table 3: Roster and Shift Allowances are entitled to 5 weeks' annual leave per year of service. Casual Employees are not entitled to annual leave.
- (b) Annual leave accrues progressively during a year of service according to an Employee's Ordinary Hours of work and accumulates from year to year.
- (c) When an Employee takes annual leave, the Employee's accrued annual leave balance will be deducted according to the Employee's Ordinary Hours of work in the period.
- (d) An Employee taking a period of annual leave will be paid for all Rostered Hours they would have otherwise worked in the period at their applicable rate of pay. For the purposes of this subclause, the Employee's applicable rate of pay includes their Annual Base Salary and any applicable Roster or Shift Allowance.
- (e) Employees engaged on a part-time basis, or for a fixed-term or maximum-term of less than 12 months, will accrue annual leave on a pro-rata basis.
- (f) Leave applications must be approved in writing by the Company and the Company can direct how annual leave will be taken, including a requirement that annual leave be taken in accordance with the Employee's cycle of Rostered Hours. The Company will make all efforts to approve leave applications within a reasonable timeframe and will not unreasonably refuse leave requests.
- (g) If a public holiday is observed on an ordinary working day during the period of annual leave, that day will not be counted as annual leave.
- (h) If an Employee has an excessive leave accrual of more than 8 weeks' paid annual leave, or 10 weeks' paid annual leave if the Employee is a Shiftworker (Excessive Leave Accrual), the Company or the Employee may seek to confer with the other to genuinely try to reach agreement on how to reduce or eliminate the Excessive Leave Accrual.

- (i) Where agreement cannot be reached pursuant to clause 11.1(g), the Company may direct an Employee to take paid annual leave in circumstances where the Employee has an Excessive Leave Accrual. Such a direction by the Company will be of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks. The Company will provide an Employee with a notice period of at least 2 months prior to the date that they are required to commence annual leave.
- (j) By written agreement, the Company and the Employee may agree in writing to the cashing out of a particular amount of accrued annual leave by the Employee, provided that:
 - (i) the agreement does not result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
 - (ii) the Employee must be paid at least the full amount that would have been payable to the Employee, had the Employee taken the leave.
- (k) An agreement made under clause 11.1(j) must:
 - (i) be signed by the Company and Employee;
 - (ii) state the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (iii) state the date on which the payment is to be made.
- (l) The Company may direct an Employee to take paid annual leave for all or part of a period when it shuts down the business or part of the business where the Employee works provided the Company gives not less than 4 weeks' notice of intention to do so. If an Employee does not have sufficient accrued annual leave for these periods, the Employee may be given unpaid leave for the remainder of the period for which they have not accrued sufficient annual leave.

11.2 Personal Leave (Sick Leave and Carer's Leave)

- (a) Personal/carer's leave accrues and is credited progressively during each year of service according to the Employee's Ordinary Hours of work. Personal/carer's leave accumulates from year to year.
- (b) Full-time Employees are entitled to 10 days of paid personal/carer's leave for each year of service, which may be taken as sick leave or carer's leave, in accordance with the FW Act. Employees engaged on a part-time basis, or for a fixed-term or maximum-term of less than 12 months, will accrue personal/carer's leave on a pro-rata basis.
- (c) An Employee may take a period of paid personal/carer's leave:
 - (i) because the Employee is not fit for work because of a personal illness or injury; or
 - (ii) to provide support to a member of the Employee's Immediate Family or member of the Employee's household who requires care or support because of personal illness or injury or an unexpected emergency.
- (d) When personal/carer's leave is taken, the Employee's accrued personal leave balance will be deducted according to the Employee's Ordinary Hours of work in the period.

- (e) An Employee taking a period of personal leave will be paid for all Rostered Hours they would have otherwise worked in the period at their applicable rate of pay. For the purposes of this subclause, the Employee's applicable rate pay includes their Annual Base Salary and any applicable Roster or Shift Allowance.
- (f) If an Employee is absent from work due to personal illness or injury and has exhausted their personal leave entitlement, the Employee is not entitled to payment in respect of such absence.
- (g) An Employee will not be entitled to paid personal leave for any period in respect of which the Employee is receiving payment for workers' compensation, unless expressly permitted under applicable workers' compensation legislation.
- (h) If an Employee is unable to attend work because of personal illness or injury, the Employee must notify their Supervisor as follows:
 - (i) at least 24 hours before the Employee is due to commence work, or, where that is not possible due to circumstances beyond the Employee's control, as soon as practicable thereafter; and
 - (ii) of the period or expected period of the leave.
- (i) The Company may require the Employee to provide:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable to do so, a statutory declaration made by the Employee.
- (j) Employees are entitled to unpaid carer's leave in accordance with the FW Act.
- (k) Other than unpaid carer's leave, the provisions of this clause do not apply to casual Employees.
- (l) Personal leave is not paid out upon termination of employment.

11.3 Community Service Leave

Employees are entitled to community service leave to engage in an eligible community service activity (which includes but is not limited to jury service) in accordance with the NES.

11.4 Long Service Leave

- (a) Subject to this clause, Employees will be entitled to long service leave in accordance with the *Long Service Leave Act 1958* (WA) (as in force and amended from time to time).
- (b) Employees will be entitled to 10 weeks of paid long service leave after completing 10 years of continuous employment with the Company.
- (c) After 10 years of continuous employment with the Company, Employees will accrue an additional 1 week of long service leave per completed year of continuous employment, which may be taken following completion of each consecutive period of 5 years of continuous employment.

- (d) An Employee taking a period of long service leave will be paid for all Rostered Hours they would have otherwise worked in the period at their applicable rate of pay.
- (e) For the purposes of clause 11.4(d), an Employee's applicable rate pay is comprised of:
 - (i) for a permanent employee, their Annual Base Salary and any applicable Roster or Shift Allowance; or
 - (ii) for a casual Employee, the applicable Casual Hourly Rate of pay set out at Table 1(b) of Appendix A plus an additional 25% casual loading.
- (f) After five (5) years' continuous employment, an Employee may access their pro-rata long service leave entitlement.
- (g) Accrued but unused long service leave will be paid out on termination of employment for any reason other than serious misconduct after an Employee completes at least seven (7) years of continuous employment, at a pro-rata amount.
- (h) For the purposes of this clause, "continuous employment" has the meaning given to the term in the *Long Service Leave Act 1958* (WA), as in force and amended from time to time.

11.5 Parental Leave

Eligible Employees are entitled to parental leave in accordance with the NES.

11.6 Unauthorised Leave

- (a) Any unauthorised absence from work may result in disciplinary action being taken against the Employee, up to and including termination of employment. If an Employee is absent from work for three (3) consecutive rostered work days or more without notification to, and approval from the Company, the Employee will be deemed to have abandoned their employment and the Company may terminate the Employee's employment in accordance with this Agreement.
- (b) Prior to concluding that an Employee has abandoned their employment, the Company will make reasonable attempts to contact the Employee.

11.7 Compassionate Leave

- (a) Employees will be entitled to take compassionate leave in accordance with the NES on each occasion when a member of the Employee's Immediate Family or household:
 - (i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
 - (ii) dies; or
 - (iii) 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
 - (iv) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

- (b) Sub-clause 11.7 (a) (iv) does not apply:
 - (i) if the miscarriage results in a stillborn child; or
 - (ii) to a former spouse, or former de facto partner, of the Employee.
- (c) The Company may require an eligible Employee, as a condition of payment, to provide the Company with reasonable evidence of the illness, injury or death.

11.8 Family and Domestic Violence Leave

- (a) Employees are entitled to Family and Domestic Violence Leave in accordance with the NES.

12. Public Holidays

- 12.1 The Company will recognise gazetted public holidays in accordance with the FW Act as they apply to Employees in Western Australia.
- 12.2 In order to meet the operational requirements of a 24-hour a day operation, Employees may be requested to work on public holidays that fall within their Rostered Hours. Employees agree that a request by the Company to work on a public holiday is reasonable, having regard to the operational requirements of the business.
- 12.3 The Base Annual Salary, and where applicable, the Roster Allowance and Shift Allowance, compensates an Employee for all Rostered Hours worked on a gazetted public holiday.

13. Rostering, Hours of Work and Related Matters

13.1 Ordinary Hours

- (a) The ordinary hours of work for a full-time Employee will be an average of 38 hours per week over a defined work cycle (not exceeding 8 weeks) (**Ordinary Hours**).
- (b) An Employee's Ordinary Hours of work may be worked on any day or all days of the week. The Ordinary Hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company, and between 6.00am and 6.00pm (except for Shiftworkers).
- (c) Having regard to each section of the workplace, the span of Ordinary Hours can be altered up to one hour forward or one hour back as agreed between the Company and the Employee(s) concerned.

13.2 Rostered Hours

- (a) The rostered hours of work for a full-time Employee means the hours that an Employee is rostered to work by the Company (excluding handovers) and includes Ordinary Hours plus additional hours to meet operational and roster requirements (**Rostered Hours**).
- (b) The Employee's Base Annual Salary and, where applicable, the Roster Allowance and the Shift Allowance, compensate the Employee for working the Rostered Hours.

- (c) By working their Rostered Hours, Employees are acknowledging that the requirement to work the Rostered Hours is reasonable having regard to, among other things, the operational requirements of the Company and the roster arrangements. In determining whether additional hours are reasonable or unreasonable, the Company will have regard to the applicable provisions of the FW Act which set out the factors which must be taken into account in determining whether additional hours are reasonable.
- (d) Employees will work in accordance with the roster(s) as determined by the Company from time to time to meet operational requirements. At the Commencement Date, the rosters to which the Roster Allowance and/or Shift Allowance apply are as set out in Appendix A.
- (e) The Company will determine an Employee's start and finish times, applicable roster and shifts. The Company may change the Employee's start and finish times, roster and shifts (including the number of hours worked on each shift).
- (f) Employees will be entitled to a half hour unpaid meal break. A Shiftworker will be entitled to an additional two 15-minute paid breaks.
- (g) The Company may stagger the time of taking meal and rest breaks to meet operational requirements. The time of taking a scheduled meal break or rest break by one or more Employees may also be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.
- (h) In extenuating circumstances (such as emergencies or performance of shut down work), Employees may be requested to work up to 14 hours on a shift, having regard to fatigue management and applicable work health and safety legislation.
- (i) Shiftworkers are required to participate in a handover of up to 15-minutes prior to their commencement on each rostered shift in order to effect a safe and orderly handover of tasks. The Roster Allowance includes compensation in recognition of the need for Employees to work this handover period. Where an Employee's supervisor determines that a full 15-minute handover is not required, or an Employee is not required to undertake a handover on a particular shift, the Employee may be permitted not to work all or part of the handover period, as directed by the supervisor.

14. Dispute Resolution

- 14.1 In the event of a dispute about a matter arising under this Agreement or in relation to the NES, the Parties agree to attempt to resolve the dispute in accordance with the procedures outlined in this clause and not to resort to any action that could affect the business activities of the Company, which includes but is not limited to bans, limitations or stoppages.
- 14.2 A party to the dispute may appoint a representative to assist in the resolution of a dispute under this procedure. The agreed procedure is detailed below:
 - (a) **Step 1:** The Employee(s) involved will refer the matter to their immediate supervisor for resolution, and the parties must discuss and attempt to resolve the matter at the workplace level. The matter must be set out in writing and dated.
 - (b) **Step 2:** If such discussions do not resolve the dispute, the Employee(s) must refer the matter, along with all documentation, to the appropriate work section superintendent.

- (c) **Step 3:** If the dispute is still unable to be resolved, and all appropriate steps have been taken, the Employee(s) must refer the matter, along with all documentation, to the relevant site Operations Manager.
 - (d) **Step 4:** Where the issue is not resolved at Step 3, the matter will be referred to the General Manager Operations for determination.
 - (e) **Step 5:** Where the issue is not resolved at Step 4, either party may refer the dispute to the Fair Work Commission for mediation or conciliation. The Fair Work Commission must not conciliate the dispute until Steps 1 to 4 have been followed. The Fair Work Commission will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation. If the dispute is not resolved by any of these methods and it is agreed in writing by all the parties directly involved in the dispute, the dispute may be arbitrated on terms agreed between the parties.
- 14.3 Both Parties are committed to resolving any issues as quickly as possible at the workplace level. The Company and affected Employee(s) agree that during the time when attempts are being made to resolve such issues, work will continue in accordance with this Agreement and an Employee's contract of employment unless there is a reasonable and genuine concern by either party about an imminent risk to an Employees' health and safety.

15. Termination of Employment

- 15.1 With the exception of a casual Employee, or during the probationary period, either the Company or an Employee may terminate the Employee's employment by providing the other party with one (1) months' notice.
- 15.2 In circumstances where the Company initiates termination, and the Employee is over 45 years of age at the time of the termination and has completed a minimum of 2 years continuous service with the Company, the Employee will be entitled to an additional week's notice or payment in lieu thereof.
- 15.3 The Company may choose to provide notice of termination or payment in lieu of part or all of the notice period. In calculating any payment in lieu of notice, the amount payable to an Employee will be the total amount the Employee would have been entitled to receive had the Employee's employment continued until the end of the required notice period.
- 15.4 The Company may terminate an Employee's employment without notice where the Employee engages in Serious Misconduct. In these circumstances, payments to the Employee will be made up to the time of termination of employment only.
- 15.5 If an Employee fails to give the required notice, or, having given the required notice, fails to work some or all of the required notice period, the Company may withhold, deduct or retain from any monies due to the Employee on termination, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.
- 15.6 If an Employee who is at least 18 years old does not give the period of notice required under clause 15.1, then the Company may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

16. Redundancy

- 16.1 Eligible Employees will be entitled to redundancy pay in accordance with the table below, calculated and paid based on the Employee's Base Annual Salary for the Employee's Ordinary Hours of work in the period.

Continuous service	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	8 weeks
At least 3 years but less than 4 years	10 weeks
At least 4 years but less than 5 years	12 weeks
At least 5 years but less than 6 years	14 weeks
At least 6 years but less than 7 years	16 weeks
At least 7 years but less than 8 years	18 weeks
At least 8 years but less than 9 years	20 weeks
At least 9 years but less than 10 years	22 weeks
At least 10 years but less than 11 years	24 weeks
At least 11 years but less than 12 years	26 weeks
At least 12 years but less than 13 years	28 weeks
At least 13 years or more	30 weeks

- 16.2 If the Company has given an Employee notice of termination of employment for reasons of redundancy and if, during the notice period, the Employee is still working (that is, where there has been no payment in lieu of notice), the Employee may, subject to consultation with the Company and operational requirements, take 1 days' time off without loss of pay during each week of notice for the purposes of seeking other employment. The Company may request the Employee to provide proof of attendance at an interview and an Employee's failure to do so may mean they are not entitled to payment for the time absent.

17. Individual Flexibility

- 17.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the Agreement deals with 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

- 17.2 the arrangement meets the genuine needs of the Company and the Employee in relation to 1 or more of the matters mentioned in paragraph 17.1(a); and

(a) the arrangement is genuinely agreed to by the Company and the Employee.

- 17.3 The Company must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the FW Act; and

- (b) are not unlawful terms under section 194 of the FW Act and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

17.4 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and the Employee; and
- (c) is signed by the Company and the 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.

17.5 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

17.6 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.

18. Consultation

18.1 This term applies if the Company:

- (a) has made a definite 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.

Major change

18.2 For a major change referred to in clause 18.1(a):

- (a) the Company must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 18.3 to 18.9 apply.

18.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

18.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

18.5 As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

18.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

18.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

18.8 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 clause 18.2(a) and clauses 18.3 and 18.5 are taken not to apply.

18.9 In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or

- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

18.10 For a change referred to in paragraph 18.1(b):

- (a) the Company must notify the relevant Employees of the proposed change; and
- (b) clauses 18.11 to 18.15 apply.

18.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

18.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

18.13 As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
- (c) 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).

18.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

18.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

18.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in clause 18.1.

19. No Further Claims

- 19.1 This Agreement is made in full and final settlement of all claims in relation to work covered by this Agreement and the parties bound shall not make any further claims or bargain in respect of any industrial matters for the period up to the Nominal Expiry Date of this Agreement.
- 19.2 This Agreement may, however, be varied at any time during the life of this Agreement in accordance with the FW Act.

Appendix A

Table 1(a): Classifications and Base Annual Salaries

Group	Classification	Level	Base Annual Salary (AUD)
Production	Production Technician	Specialist	\$135,757
		Advanced	\$112,147
		Intermediate	\$100,342
		Entry Level	\$82,635
Trades	Principal Mechanical Technician		\$147,562
	Senior Mechanical Technician		\$140,479
	Mechanical Technician		\$120,000
	Mechanical Assistant		\$100,000
	Principal Electrical and Instrumentation Technician		\$151,281
	Senior Electrical and Instrumentation Technician		\$144,021
	Electrical and Instrumentation Technician		\$123,000
	Electrical Technician		\$110,000

Table 1(b): Classifications and casual Hourly Rates

Group	Classification	Level	Casual Hourly Rate (AUD) (excluding casual loading)
Production	Production Technician	Specialist	\$64.71
		Advanced	\$53.45
		Intermediate	\$47.83
		Entry Level	\$39.39
Trades	Principal Mechanical Technician		\$70.33
	Senior Mechanical Technician		\$66.96
	Mechanical Technician		\$57.20
	Mechanical Assistant		\$47.66
	Principal Electrical and Instrumentation Technician		\$72.11
	Senior Electrical and Instrumentation Technician		\$68.65
	Electrical and Instrumentation Technician		\$58.63
	Electrical Technician		\$52.43

In addition to the Hourly Rates outlined above, casual Employees will be paid a Casual Allowance of \$4.765 per hour worked where they are engaged to work a shift of 10 consecutive hours or more.

Table 2: Base Annual Salary Increases

The Base Annual Salaries and casual Hourly Rates outlined in Tables 1(a) and 1(b) of Appendix A will be increased each year until the Nominal Expiry Date of the Agreement, in accordance with the table below. Any increases to Base Annual Salaries and casual Hourly Rates will be paid in the first pay period after 1 April each year. Base Annual Salaries will be rounded up to the nearest dollar.

Commencement Date	April 2024	April 2025	April 2026	April 2027
Table 1, Appendix A	+2.5%	+3%	+3%	+3%

Table 3: Roster and Shift Allowances

In addition to the Base Annual Salaries outlined in Table 1 (a), the following Roster Allowance and Shift Allowance will apply effective from the Agreement commencement date for the rosters outlined below. Table 3(a): Roster and Shift Allowances 2024-2027 specifies the allowance values applicable to each subsequent year which will be paid in the first pay period after 1 April each year. The allowance will be paid in monthly instalments and where applicable on a pro-rata basis as per clause 10.2.

Roster	Pattern	Average Rostered Hours	Roster Allowance (per hour worked)	Shift Allowance (per hour worked)	Total combined Roster & Shift Allowance (annual)
Continuous Rotating Shifts (Days & Nights) "Lifestyle roster"	4 panel roster working night and day shift – 5,5,4 (8-week cycle)	336 per 8-week cycle which is 322 worked hours per 8 week cycle	\$7.626	\$3.337	\$23,000
Nights only "Lifestyle Roster"	2 panel roster working night shift only – 5,5,4 (4-week cycle)	336 per 8-week cycle which is 322 worked hours per 8 week cycle	\$7.626	\$4.766	\$26,000
Days only "Lifestyle Roster"	2 panel roster working day shift only – 5,5,4 (4-week cycle)	336 per 8-week cycle which is 322 worked hours per 8 week cycle	\$7.626	-	\$16,000

For the avoidance of doubt, Employees engaged on any of the above rosters will be classified as a Shiftworker and will be entitled to 5 weeks' annual leave per year of service.

Table 3 (a): Roster and Shift Allowances 2024-2027

Roster			Roster Allowance (per hour worked)	Shift Allowance (per hour worked)	Total combined Roster & Shift Allowance (annual)
April 2024					
Continuous Rotating Shifts (Days & Nights) "Lifestyle roster"			\$8.295	\$3.629	\$25,018
Nights only "Lifestyle Roster"			\$8.295	\$5.185	\$28,281
Days only "Lifestyle Roster"			\$8.295	-	\$17,404
April 2025					
Continuous Rotating Shifts (Days & Nights) "Lifestyle roster"			\$8.295	\$3.629	\$25,018
Nights only "Lifestyle Roster"			\$8.295	\$5.185	\$28,281
Days only "Lifestyle Roster"			\$8.295	-	\$17,404
April 2026					
Continuous Rotating Shifts (Days & Nights) "Lifestyle roster"			\$8.295	\$3.629	\$25,018
Nights only "Lifestyle Roster"			\$8.295	\$5.185	\$28,281
Days only "Lifestyle Roster"			\$8.295	-	\$17,404
April 2027					
Continuous Rotating Shifts (Days & Nights) "Lifestyle roster"			\$8.295	\$3.629	\$25,018
Nights only "Lifestyle Roster"			\$8.295	\$5.185	\$28,281
Days only "Lifestyle Roster"			\$8.295	-	\$17,404

Image 1: Sample "Lifestyle Roster (Days & Nights)"

Continuous Rotating Shifts (Day & Night) "Lifestyle Roster" 5-5-4								
Week	Shift	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1	Days or Nights			D	D	D	D	D
2	Days or Nights					N	N	N
3	Days or Nights	N	N					
4	Days or Nights	D	D	D	D			
5	Days or Nights			N	N	N	N	N
6	Days or Nights					D	D	D
7	Days or Nights	D	D					
8	Days or Nights	N	N	N	N			

Image 2: Sample "Lifestyle Roster (Days only)"

Days only "Lifestyle Roster" 5-5-4								
Week	Shift	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1	Days only			D	D	D	D	D
2	Days only					D	D	D
3	Days only	D	D					
4	Days only	D	D	D	D			

Image 3: Sample "Lifestyle Roster (Nights only)"

Days only "Lifestyle Roster" 5-5-4								
Week	Shift	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1	Nights only			N	N	N	N	N
2	Nights only					N	N	N
3	Nights only	N	N					
4	Nights only	N	N	N	N			

Table 4: Unplanned Shift Payment

From time to time, operational requirements may mean that an Employee will be required to work additional hours or an additional shift over and above their applicable roster to cover the absence of another shiftworker or additional workload (**Excess Shift Hours**). When this occurs, the following will apply, in addition to applicable Base Annual Salaries, Roster Allowances and Shift Allowances:

IF...	THEN...
... an Employee is requested to work additional hours immediately preceding or following their rostered shift...	... the Employee will be paid for each additional hour (for a minimum of 1 hours' work) at the following rate: <i>Penalty A x No. of hours worked</i>
... an Employee is requested to work additional hours on a day which they would not ordinarily be rostered to work the Employee will be paid for each additional hour (for a minimum of 4 hours' work) at the following rate: <i>Penalty B x No. of hours worked</i>
KEY	
<i>Penalty A</i>	Hourly Rate x 1.25
<i>Penalty B</i>	Hourly Rate x 1.5
<i>Hourly Rate</i>	= (Base Annual Salary ÷ 52) ÷ 38 + Roster Allowance + Shift Allowance (where applicable) Note: Shift Allowance will only be included in the hourly rate where an Employee qualifies for such based on their applicable roster.

Where the Company requests an Employee to perform Excess Shift Hours in accordance with the above, such a request must be made at least 2 hours before the Employee is required to commence the Excess Shift Hours, or, where that is not possible due to circumstances beyond the Company's control, as soon as practicable thereafter.

Where the Company requires an Employee to work at least 2 additional hours more than the Employee's Rostered Hours, the Employee will be entitled to a paid rest break of 20 minutes.

Employees will have at least 10 consecutive hours off duty between work on successive working days.

Where an Employee has accepted to work additional hours on a day which they would not ordinarily be rostered to work, and in the event that such a shift is cancelled with less than 48 hours' notice from the intended start time of the shift or at the time of Employee commencing the shift, the Employee will be entitled to a payment of 4 hours' work paid in accordance with Penalty B.

Table 5: Apprentices

Apprentices are subject to the terms and conditions of the Agreement and to the *Vocational Education and Training Act 1996* (WA), as amended from time to time.

If an apprentice is offered permanent employment at the end of their training contract, then all entitlements will continue as if there had been no break in employment.

Apprentices will only be engaged under the Agreement in Trades classifications (Mechanical Technician or Electrical and Instrumentation Technician). Apprentices will be entitled to be paid a percentage of the Base Annual Salary for their Trades classification (i.e. Mechanical Technician or Electrical and Instrumentation Technician) as set out below, plus any applicable Roster Allowance and Shift Allowance.

Year of Apprenticeship	Junior Apprentice (Percentage of the min point (80%) of applicable Trades Classification)	Adult Apprentice (Percentage of the min point (80%) of applicable Trades Classification)
1st Year of Apprenticeship	42%	75%
2nd Year of Apprenticeship	55%	75%
3rd Year of Apprenticeship	75%	75%
4 th Year of Apprenticeship	88%	88%

Calculation of the Apprentice rate of pay is as follows:

Apprentice Annual Base Salary	=	Mechanical Technician OR Electrical and Instrumentation Technician Annual Base Salary
	x	80%
	x	applicable percentage as outlined in the table above

An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the applicable remuneration to attend any training and assessment specified in, or associated with, the training contract.

Time spent by an apprentice in attending any training and assessment specified in, or associated with, the training contract will be regarded as time worked for the Company for the purposes of calculating the apprentice's applicable remuneration and determining the apprentice's employment conditions.

The adult apprentice rate will apply to any apprentices from the first calendar month after they turn 21 years of age.

Where an apprentice was employed by the Company in a classification covered by the Agreement immediately prior to becoming an adult apprentice with the Company, such apprentice will not suffer a reduction in the rate of pay by virtue of entering into a Training Contract under this clause.

For the purposes of fixing a rate of pay only, the adult apprentice will continue to receive the Base Annual Salary and any applicable Roster and Shift Allowances, applicable to the classification in which the adult apprentice was engaged immediately prior to entering into the Training Contract as per this clause, unless the applicable Base Annual Salary payable to that apprentice under this clause is higher.

Where there is a change in the hours or arrangement of work to be performed by an apprentice, or the provisions of the relevant Award are varied, the Company will reassess the apprentice's remuneration to ensure that they are not disadvantaged against the relevant award. Where as a result of any such change there is a need to increase the apprentice's remuneration, the increase (if not implemented prior) will be back-dated to the date of that change. The affected apprentice will be provided with a copy of the Company's calculations.

Table 6: Classification Definitions

An Employee will progress through the classification Levels in Appendix A, Table 1(a) of this Agreement subject to possessing the applicable skills for the Level, being required by the Company to perform work at the Level and being appointed in writing by the Company to the classification. Temporary assignment to a different Level does not constitute appointment to that Level.

On commencement of employment, persons possessing the required skills to the Company will be assessed and where they have been recognised as having prior learning, they will commence with the Company at the relevant level in the classification structure. Employees will be recruited to perform work at a specified Level based on their skills, experience, and the Company’s operational requirements.

All Employees will be required to participate in an annual performance review process. Each year, Employees will meet with their Supervisor and/or Manager to review their previous year's performance against their performance targets and to plan and agree the Employee's appropriate work and performance targets for the next 12 months.

Classification Definitions Part 1 (Production)

Group	Classification	Level	Pyro	Hydro	Packaging
Production	Production Technician	Specialist	<p>An operator who has been deemed competent, in all of the following areas:</p> <ul style="list-style-type: none"> Stand in as Production Supervisor when required. Be qualified to physically operate all sections of the Pyro plant. Control various stages of the processing plant through the DCS system. 	<p>An operator who has been deemed competent, in all of the following areas:</p> <ul style="list-style-type: none"> Stand in as Production Supervisor when required. Be qualified to physically operate all sections of the Hydro plant. Control various stages of the processing plant through the DCS system. 	
		Advanced	<p>An operator who has been deemed competent, in all of the following areas:</p> <p><u>Pyromet</u></p> <ul style="list-style-type: none"> Pyro Calciner and Cooler. Acid Roast and Cooler. Baghouses. Cooling towers. Permit to work – Isolator working towards Issuer. 	<p>An operator who has been deemed competent, in all of the following areas:</p> <p><u>Crystalliser & Drying</u></p> <ul style="list-style-type: none"> Crystallisers (LiOH & Na₂SO₄). Dryers (LiOH & Na₂SO₄). Glauber Salt. Boilers. Condensate. Decarbonated Air. Permit to work – Isolator working towards Issuer. 	<p>An operator who has been deemed competent, in all of the following areas:</p> <p><u>Packaging</u></p> <ul style="list-style-type: none"> Update shipping manifests for both sodium sulphate and LiOH. Dangerous Goods by Sea. Permit to work – Isolator working towards Issuer.

Group	Classification	Level	Pyro	Hydro	Packaging
		Intermediate	<p>An operator who has deemed competent, in all of the following areas:</p> <p><u>Leach</u></p> <ul style="list-style-type: none"> Operate and maintain Leach & Neutralisation and Filter Presses. Limestone unloading and supply. Compressed air. Permit to work – Isolator. 	<p>An operator who has been deemed competent, in all of the following areas:</p> <p><u>Hydromet</u></p> <ul style="list-style-type: none"> Impurity removal. Diatomaceous Earth and Sodium Carbonate. PLS evaporation. Permit to work – Isolator. 	<p>An operator who has been deemed competent, in all of the following areas:</p> <p><u>Packaging</u></p> <ul style="list-style-type: none"> Storage, loading and shipping of final product. Operate Reach stacker. Use of the MES. Permit to work – Isolator.
		Entry Level	<p>An operator who has been deemed competent, in all of the following areas:</p> <p><u>Pyro Utilities</u></p> <ul style="list-style-type: none"> Safety showers. Acid & caustic tank. Storm water. <p><u>General</u></p> <ul style="list-style-type: none"> Sampling in all areas. Magnet cleaning in all areas. <p><u>TAS</u></p> <ul style="list-style-type: none"> Operate FEL, weighbridge & wheel washer in TAS shed. TAS and Gypsum stockpiling and material management. <p><u>Spodumene</u></p> <ul style="list-style-type: none"> Operate FEL in spodumene shed. 	<p>An operator who has been deemed competent, in all of the following areas:</p> <p><u>Hydro Utilities</u></p> <ul style="list-style-type: none"> Waste, Process & Fire water systems. <p><u>General</u></p> <ul style="list-style-type: none"> Sampling in all areas. Magnet cleaning in all areas. 	<p>An operator who has been deemed competent, in all of the following areas:</p> <p><u>Packaging</u></p> <ul style="list-style-type: none"> Sampling. Stacking and storage of final product. Processing of packaging log sheets. Forklift. Operation of both Lithium and Sodium packaging lines.

Classification Definitions Part 2 (Mechanical and Electrical)

Group	Level	Mechanical Classification	Electrical Classification
Trades	N/A	Principal Mechanical Technician <ul style="list-style-type: none"> • By appointment only. • Has met the requirements of Senior Mechanical Technician. • Consistent high performer. • First point of escalation for Senior Mechanical Technicians for technical issues. • Demonstrated technical advisory and ability to develop highly advanced technical scopes. • Demonstrates quality workmanship and supports other tradespeople to deliver quality workmanship. • Demonstrates the ability and has the desire to coach and mentor Senior Mechanical Technicians. • Demonstrates the ability to resolve complex problems. • Possesses more than ten (10) years post trade relevant industry experience (external to TLK accepted). 	Principal Electrical & Instrumentation Technician <ul style="list-style-type: none"> • By appointment only. • Has met the requirements of Senior Electrical & Instrumentation Technician. • Consistent high performer. • First point of escalation for Senior Electrical & Instrumentation Technicians for technical issues. • Demonstrated technical advisory and ability to develop highly advanced technical scopes. • Demonstrates quality workmanship and supports other tradespeople to deliver quality workmanship. • Demonstrates the ability and has the desire to coach and mentor Senior Electrical Technicians. • Demonstrates the ability to resolve complex problems. • Possesses more than ten (10) years post trade relevant industry experience (external to TLK accepted).
	N/A	Senior Mechanical Technician <ul style="list-style-type: none"> • Has met the requirements of Mechanical Technician. • Extensive exposure to maintenance activities. • Thorough demonstrated understanding of maintenance processes, tools, equipment and uses. • Ability to work unsupervised. • Mentors apprentices. • Higher work throughput than Mechanical Technician. • Higher quality workmanship than Mechanical Technician. • Possesses more than seven (7) years post trade relevant industry experience (external to TLK accepted). 	Senior Electrical & Instrumentation Technician <ul style="list-style-type: none"> • Has met the requirements of Electrical & Instrumentation Technician. • Extensive exposure to electrical & instrumentation activities. • Needs to possess at least four but not limited to the following: <ul style="list-style-type: none"> • Forklift Licence. • Elevated Work Platform (EWP) Licence. • Working at Heights Training. • Supervised Gas Fitter. • Hazardous Area. • Ability to work unsupervised. • Mentors apprentices. • Possesses more than seven (7) years post trade relevant industry experience (external to TLK accepted).

Group	Level	Mechanical Classification	Electrical Classification
Trades	N/A	Mechanical Technician <ul style="list-style-type: none"> • Tradesperson who has attained a trade certificate which is recognised in WA and which is required to be used in the role for which the employee is engaged in. • Thorough demonstrated understanding of maintenance processes, tools, equipment and uses. • Needs to possess but not limited to the following: <ul style="list-style-type: none"> • Basic Rigger, Forklift Licence, EWP Licence. • Possesses less than seven (7) years post trade relevant industry experience (external to TLK accepted). • Working towards Senior Mechanical Technician. 	Electrical & Instrumentation Technician <ul style="list-style-type: none"> • Tradesperson who has attained an Electrical trade certificate and a Certificate IV in Instrumentation or equivalent which is recognised in WA and which is required to be used in the role for which the employee is engaged in. • Understands and implements quality control techniques. • Needs to possess a minimum of one of the following: <ul style="list-style-type: none"> • Forklift Licence. • Elevated Work Platform (EWP) Licence. • Working at Heights Training. • Possesses less than seven (7) years post trade relevant industry experience (external to TLK accepted). • Working towards Senior Electrical & Instrumentation Technician.
	N/A	Maintenance Assistant <ul style="list-style-type: none"> • Trades Assistant or Labourer. • A person undertaking maintenance support activities that does not hold a formal trade qualification. • Good understanding of maintenance tools, equipment and uses. • May possess but not limited to the following: <ul style="list-style-type: none"> • Lubrication Analyst ISO Category (LCAT1) • Intermediate and above: Dogging, Rigging, Scaffolding, Slew Crane. • Working towards Mechanical Technician. 	Electrical Technician <ul style="list-style-type: none"> • Tradesperson who has attained an Electrical trade certificate or equivalent which is recognised in WA and which is required to be used in the role for which the employee is engaged in. • May possess but not limited to: <ul style="list-style-type: none"> • HV Switching. • Working towards Electrical & Instrumentation Technician based on operational requirements.
Post trade relevant industry experience refers to experience gained at or external to TLK in industries that may include but is not limited to: mobile plants, refinery or process plant operations, fixed plant maintenance.			

Signatories

Signed for and on behalf of **Tianqi Lithium Kwinana Pty Ltd** (ACN 612 085 364) of 61 Donaldson Road, Kwinana Beach, Western Australia, 6167:

Erik Laurent
Signature of Authorised person

Erik Laurent
Full Name of Authorised Person

GM operations
Position/Authority to Sign

61 Donaldson Rd,
Kwinana Beach, 6167
Address of Authorised Person

03/10/2023
Date

Maria Janette Land
Signature of Witness

MARIA JANETTE LAND
Full Name of Witness

61 Donaldson Rd.
Kwinana Beach WA 6167
Address of Witness

3/10/2023
Date

Signed for and on behalf of the **Employees** by their authorised representative(s):

Benjamin Harris
Signature of Authorised person

BENJAMIN HARRIS
Full Name of Authorised Person

EMPLOYEE
BARGAINING REP
Position/Authority to Sign

61 DONALDSON RD
KWINANA BEACH 6167
Address of Authorised Person

03/10/2023
Date

Cameron Updon
Signature of Witness

Camaron Updon
Full Name of Witness

61 DONALDSON RD.
KWINANA BEACH 6167
Address of Witness

3/10/23
Date

THE FAIR WORK COMMISSION

FWC Matter No: AG2023/3660

Applicant: Tianqi Lithium Kwinana Pty Ltd


Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Erik Laurent, General Manager Operations, have the authority given to me by Tianqi Lithium Kwinana Pty Ltd to give the following undertaking with respect to the *TLK Enterprise Agreement 2023* ("the Agreement"):

1. Consistent with clause 5.2 of the Agreement, the Company undertakes that nothing within clause 15.5 will operate such as to reduce an Employee's NES entitlement on termination.

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


Signature

23/10/2023

Date