

## 1. Why should we vote yes for this agreement?

Over the last 16 months we have been negotiating an enterprise agreement (EA) that recognises our employees' contribution to Worsley and underpins the sustainability of our operation and a strong competitive offer has been presented to employees. Throughout this process and always, our priority is guaranteeing the safety of our people and maintaining safe and reliable operations.

Recently, the bargaining representatives attended three facilitated sessions with the Fair Work Commission. The outcome of these sessions resulted in two changes to the previous offer. These are:

- The inclusion of a clause which provides commitment to commence renegotiation discussions six months prior to the nominal expiry date of the EA; and
- The EA to have a nominal expiry date of 1 September 2026.

The ETU and AMWU confirmed that the offer will not be endorsed or supported by the Unions. However, the ETU and AMWU will not campaign against the agreement and will not actively encourage members to vote "No" against the Agreement.

The proposed agreement is a very competitive offer and you can find all the facts about it at the EA Hub online at [www.worsleyEA.com.au](http://www.worsleyEA.com.au), as well as downloading a copy of the proposed Enterprise Agreement. By voting in favour of the EA, we can bring the current uncertainty to an end and provide certainty of terms and conditions for the life of the EA.

The proposed EA offers the following benefits:

- Employees covered under this EA will receive a one-time, lump sum payment of \$3,000 if the employee is employed on the operational date of the EA.
- The EA distinguishes between salaries for employees who work 40 ordinary hours (Weekday Workers) and those that work 42 ordinary hours per week (7 Day Workers and Shift Workers).
- The majority of employees will receive an initial uplift to their base salary on the operational date plus guaranteed increases to the minimum salaries in the Agreement of 4% on 1 September 2023; 3% on 1 September 2024 and 3% on 1 September 2025. For those employees whose salaries exceed the Agreement by 10% or less there is a lump sum payment of 1% of the minimum salary for their classification level.
- Where an employee is required to work reasonable additional hours in excess of an average of 40 hours (Weekday Workers) or 42 hours per week (Shift Workers and 7 Day Workers), employees can now claim Time Off in Lieu (TOIL) if they work for more than one continuous hour, but less than a full shift.
- An increase in the Shift Allowance (Shift Workers) and Weekend Allowance (7 Day Workers).
- A new structure to remunerate employees who perform additional shifts (Additional Shift Payment). This includes a rate for additional shifts worked from Monday to Sunday, a new rate for Public Holidays plus the employee's base salary for hours worked.
- Where a Weekday Worker or 7-Day Worker performs a night shift or a weekend shift within their ordinary hours that differs from their roster, they will receive an ad-hoc shift loading.
- A new classification structure that recognises and rewards employees based on their specialised skillsets and qualifications and provides for career progression.
- New Allowances have been developed. A Rope Access Technician payment of \$3,000 p.a. and an Unrestricted Electrical Worker's Licence Allowance of \$3,000 p.a. as well as a Restricted Electrical Worker's Licence Allowance of \$1,500 p.a.
- In addition, the dispute resolution clause in the proposed EA allows for either party in a dispute, to refer the matter to the Fair Work Commission to resolve it and, if this does not resolve the dispute, then the Fair Work Commission may arbitrate the dispute and make a determination that is binding on the parties.
- The nominal expiry date of the EA is 1 September 2026. Parties are required to commence bargaining for a replacement EA six months prior to the expiry of the EA.



## **2. Will historical Worsley Benefits be made available for all employees?**

For those employees who currently have the legacy Worsley benefits, they will continue to receive them. South32 will not extend the Worsley Benefits to those who don't currently receive them. This decision was made to ensure the sustainability of Worsley for the long-term.

## **3. How much of a pay raise will I receive? Will some of us not get a pay rise in this agreement?**

As we are transitioning from individual contracts to an Enterprise Agreement, increases will vary for each person.

The EA distinguishes between salaries for employees who work 40 ordinary hours and those that work 42 ordinary hours per week. The majority of employees will receive an initial uplift to their base salary on the operational date plus guaranteed increases to the minimum salaries in the Agreement of 4% on 1 September 2023; 3% on 1 September 2024 and 3% on 1 September 2025. For those employees whose salaries exceed the Agreement by 10% or less there is a lump sum payment of 1% of the minimum salary for their classification level.

Those currently working weekends and shift work will also see an increase to their respective shift allowances. This means there's something for everyone in this Agreement.

## **4. Why isn't this increase in-line with Perth inflation?**

We're all feeling the pinch, in this EA we've put forward a wage offer that reflects inflation, alongside the increased costs we're experiencing at Worsley.

CPI has been considered as part of this overall offer, with an initial market uplift occurring on commencement of this EA and increases of 4%, 3% & 3% respectively, to the minimum salaries contained in the EA. The EA distinguishes salaries between those that work 40 hours and those that work 42 hours.

On top of these annual salary increases we have also increased the shift allowances and included many new allowances and payments, such as an additional shift payment, adhoc shift allowance, Electrical Workers Licence, and Rope Access Technician payment.

## **5. What is the new Additional Shift Payment?**

Where an employee works a full additional shift in excess of their ordinary hours, they will be eligible for the Additional Shift Payment. This consists of a flat rate Monday to Sunday, and a rate for Public Holidays plus your base salary for hours worked. The employee can choose to have the base hours paid to them or taken as TOIL. This payment increases in each year of the agreement. This will replace the current Critical Shift trial.

## **6. How do we progress in the classifications?**

Employees covered by this EA will be placed into our new classification structure based on their current skillset and qualifications.

We worked with our maintenance and electrical teams to build this structure. It's a simple table that lists the skills and competencies required at each level, so you can clearly see what is required to progress to a higher level. In this EA the classification structure now includes the Supervised Gas Fitter qualification in the Level 3 Fitter, Fabrication and Specialised Technician structures.

Your Line Leader will advise you of your classification level under the EA and you will also receive this in a letter contained in your fact pack. By using a classification structure, we are identifying clear career progression opportunities for all team members, if they choose to take them.

**7. I don't want to be covered by this EA. Can I vote "no" and remain on an individual contract?**

No, as we have commenced bargaining for an enterprise agreement, there is a requirement to conclude that process through an EA under the *Fair Work Act 2009* (Cth). Once started, the bargaining process cannot be stopped or reversed.

Voting no for the EA will only delay the process and result in the employee representatives, unions and South32 returning to the table to continue bargaining.

Once approved by the Fair Work Commission, the EA applies to all current and future employees that fall within its coverage and classifications, regardless of whether certain employees agreed to it, or whether new employees agree to it. An employee who is covered by this EA is not able to opt out of the EA.

**8. I've been told that the Company is bargaining for an EA and not an EBA?**

An enterprise agreement (EA) is the correct terminology for a collective agreement under the *Fair Work Act 2009* (Cth). An EBA is the same as an EA.

**9. Can this EA be renegotiated if employees don't like it once it's voted up and operational?**

The EA will come into operation 7 days after it is approved by the Fair Work Commission. The nominal expiry date of the EA is 1 September 2026. Parties are required to commence bargaining for a replacement EA six months prior to the expiry of the EA. However, it will continue to apply to your employment until it is either replaced by a new EA or terminated by the Fair Work Commission. While the EA is in operation, there are only a few ways that it can be varied or amended under the *Fair Work Act 2009* (Cth). Further, you are not permitted to take industrial action during the term of the Agreement.

**10. Will Worsley Alumina provide 16.5% super for everyone?**

The 16.5% superannuation payments are a part of the legacy Worsley Benefits. Worsley Alumina will not reintroduce the legacy Worsley Benefits for employees hired after the 1 July 2020. Employees employed after 1 July 2020 have access to the Company's Superannuation Matching Scheme.

**11. Can a dispute between an Employee and Worsley Alumina about a matter arising under this Agreement or the NES be dealt with by the FWC?**

Disputes between an employee and Worsley Alumina about matters under the EA or the National Employment Standards will be managed in accordance with the Dispute Settlement Procedure detailed in the EA. Similar to our current practice, such disputes will be managed through the line, starting with the employee's supervisor and escalating up to the General Manager Operations if required.

If the matter remains unresolved, either party can refer the matter to the Fair Work Commission for conciliation. If the matter remains unresolved, a party to the dispute can refer the matter to the Fair Work Commission. The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.

If the FWC is unable to resolve the dispute, then the FWC may arbitrate the dispute and make a determination that is binding on the parties.

**12. Will day only sportsman's roster (7 Day Workers) will get paid meal breaks?**

A 7 Day Worker on a shift for longer than 10 hours will be entitled to two paid meal breaks of 30 minutes per shift.



**13. If an employee is required to work more than five continuous hours, without a meal break, will an additional payment apply?**

Only in exceptional circumstances will an Employee be required to work more than five hours without a meal break. However, in such circumstances no additional payment will apply.

**14. If an employee's qualification expires and that qualification is required to maintain a higher level in the in the classification structure, will Worsley Alumina move the employee to a lower level and reduce their salary even if the company has made no effort to retrain the employee?**

No, this would only occur if the employee failed to maintain a relevant competency or qualification required for their specific classification level. In the event, the Company unreasonably delays training or does not offer training, which results in the Employee not being able to maintain their competency or qualification, the Company cannot appoint the employee to a lower classification.

**15. Can Worsley Alumina change the roster to whatever they like with only 14 days' notice with no way for employees to stop a roster change?**

If the Company proposes to change an Employee's regular roster or ordinary hours of work, the Consultation clause of the EA will apply.

As part of this, impacted Employees (and any nominated representatives) will be notified of the proposed change. As soon as practicable after proposing to introduce the change, the Company will provide all relevant information to the relevant Employees about the change, invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities), and consider any views given by the Employees about the impact of the change.

If following the Consultation process, the decision is made to implement the change, affected Employees will be provided 14 days' notice prior to the implementation of the change.

**16. Is the shift allowance calculated off your base rate and reflective of your hourly rate?**

The shift allowance and weekend allowance are fixed annual amounts that are paid on a fortnightly basis. All employees who perform the same roster, regardless of their classification level, receive the same allowance.

**17. Can Worsley Alumina make a day worker and day sportsman's worker (7 Day Worker) swap their normal rostered days to weekends or nights with 48hrs notice or less and you can't reasonably refuse.**

From time to time due to operational requirements (including but not limited to during shutdowns and planned maintenance), the Company may require a Weekday Worker to work a day shift on a weekend, a Night Shift or a Public Holiday as part of their ordinary hours; or a 7 Day Worker to work a Night Shift on a weekday, or an additional weekend day shift as part of their ordinary hours. In these circumstances the Employee will receive an Ad Hoc Shift Payment in addition to their Total Salary. The Company will give an Employee 48 hours' notice of a requirement to work a shift in accordance with these requirements.

**18. You will progress up the level structure once you achieve the required competencies.**

All Employees will be appointed to a classification within the Agreement based on the Employee achieving and maintaining the competencies required by the Company within a specified level and all levels below; and the Company's assessment that the Employee is routinely required to utilise those competencies and qualifications, or the Employee is required by the Company to periodically use the



competencies and qualifications in another area eg shutdowns

**19. If an employee loses a license or qualification that the company requires for the performance of their role within a classification or allows them to expire the employee may be terminated.**

If 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 Salary relevant to the lower classification. In the event, the Company unreasonably delays training or does not offer training, which results in the Employee not being able to maintain their competency or qualification the Company cannot appoint the Employee to a lower classification.

**20. A Shift Worker will be entitled 1 hour paid meal break broken up into two 15 minute and one 30 minute break.**

A Shift Worker or a 7 Day Worker on a shift for longer than 10 hours will be entitled to two paid meal breaks of 30 minutes per shift.

**21. If you are currently paid more than the appropriate total salary for your classification level you will not receive a pay rise until the EA catches up with your salary.**

An Employee who, upon commencement of the EA is paid in excess of the applicable Total Salary for their Classification Level prescribed in the applicable Schedule (Schedule 1 or Schedule 2) payable under the EA, will not receive an increase until such time as the Total Salary payable to the employee under the EA for their classification is greater than their current Total Salary. However a lump sum payment will be provided to those Employees whose Total Salary exceeds the Total Salary for their Classification Level of the EA, by 10 percent or less. These Employees will receive a lump sum payment equivalent to one percent of their Total Salary for their Classification Level of the EA.

**22. Day only sportsman's roster (7 Day Workers) will get 5 weeks annual leave.**

7 Day Workers are entitled to 4 weeks annual leave for each year of service with the company. Shift Workers will continue to receive 5 weeks annual leave for each year of service.

**23. South32 Worsley Alumina can move a Weekday Worker and sportsman's 7 Day Worker to and from the 24/7 shift roster with only 7 days' notice.**

From time to time, the Company may require a Weekday Worker and / or a 7 Day Worker to transfer to a Shift Worker, and vice versa, where this occurs an Employee will be provided with 14 days' notice. This same requirement already exists in everyone's Contract of Employment

**24. South32 Worsley Alumina can enforce only 1 meal break per shift.**

A Weekday Worker will be entitled to an unpaid meal break of not less than 30 minutes per day. A Shift Worker or a 7 Day Worker on a shift of 10 hours or less will be entitled to a paid meal break of 30 minutes per shift. A Shift Worker or a 7 Day Worker on a shift for longer than 10 hours will be entitled to 2 meal breaks of 30 minutes per shift.

**25. If South32 Worsley Alumina change a day worker or day only sportsman's (7 Day Worker's) regular roster, they can't change your pay?**

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



**26. The company cannot force an employee to work 24/7 shift roster if they don't want to.**

The Company may, from time to time, require a Weekday Worker and 7 Day Worker to transfer to a Shift Worker, and vice versa. Where this occurs, an Employee will be provided with 14 days' notice. This same requirement exists in everyone's Contract of Employment.

**27. An employee working the 24/7 shift roster will not receive any nightshift allowance for working nightshifts that fall on Saturday, Sunday or public holidays.**

There is no difference to the rate on a Saturday day and a Saturday night under the *Aluminum Industry Award 2020*, on which the shift allowance was based. This is because the Saturday rate is already higher than a Monday-Friday night shift. The same concept applies to Sundays. There is no difference in rate under the *Aluminum Industry Award 2020* between a Sunday day and a Sunday night shift.

**28. The company can force you to undergo medical testing and use the results of these examinations for any purpose relating to their employment including termination.**

Employees are required to participate fully in any medical assessments the Company considers appropriate including random drug and alcohol testing, functional fitness reviews or other health related examinations assessing fitness for work. This is current practice.

**29. A 24/7 shift worker will get paid the shift allowance while on long service leave.**

As per the *Long Service Leave Act 1958 (WA)*, Long Service Leave is paid on an employee's ordinary pay for the normal weekly hours of work. This does not include shift premiums, overtime, penalty rates or any other allowances. This is the current practice in place at South32.

**30. South32 Worsley Alumina can change an Employee's ordinary hours of work even if the majority of workers say no to the change. They also don't have to give you the reason or evidence to back the change if they don't want to.**

If the Company proposes to change an Employee's regular roster or ordinary hours of work the Consultation clause of the EA will apply. As part of this, impacted Employees (and any nominated representatives) will be notified of the proposed change. As soon as practicable after proposing to introduce the change, the Company will provide all relevant information to the impacted Employees about the change, invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities), and consider any views given by the Employees about the impact of the change. There is no requirement that the majority of employees must agree with the proposed change. If, following the Consultation process, the decision is made to implement the change, affected Employees will be provided 14 days' notice prior to the implementation of the change.

**31. If I currently receive the Worsley Alumina benefits, I will continue to receive them if the EA is voted up.**

An Employee's contractual entitlements will not be impacted by the Agreement. Employees that receive the legacy benefits under their contracts of employment will continue to receive them regardless of the EA.

**32. If a 24/7 shift worker works an overtime shift that falls on Saturday or Sunday they will get the weekend allowance.**

If a Shift Worker performs an additional shift in excess of their ordinary hours, they will be eligible to receive the Additional Shift Payment plus their Base Rate at ordinary time for the duration of their shift. This is higher than the adhoc shift allowance.