

TERMS OF THE EA EXPLAINED



Agreement clause and title	Explanation of Agreement clause	Aluminium Industry Award 2020 comparison (clause and explanation)
Clause 1 – Title	South32 Worsley Alumina Refinery Maintenance Trades Enterprise Agreement 2023	No comparison – Neutral
Clause 2 – Definitions	Provides definitions for defined terms in the Agreement.	Terms equivalent to the Award - Neutral
Clause 3 – Scope	<p>The Agreement applies to all South32 Worsley Alumina employees who are employed at the Worsley Alumina Refinery or the Bunbury Port Facility, within one of the classifications listed in Schedule 2 to this Agreement.</p> <p>The Agreement also covers 2 unions, the CEPU (ETU) and the AMWU. These are the unions which have coverage over different parts of Worsley’s workforce that are covered by the EA.</p> <p>This Agreement does not cover school-based apprentices, trainees, support wage employees, or employees of Company who are employed as Specialist Work Management Planners and Schedulers, Condition Monitoring Officers (Non-destructive Testing personnel), and Welding Inspectors.</p>	Coverage is in alignment with the Award, except for those excluded from coverage.
Clause 4 – Operation	Under the <i>Fair Work Act 2009</i> (Cth) (FW Act) the effect of having an enterprise agreement apply to your employment is that the relevant modern award will not apply. Clause 4 makes it clear that while the Agreement applies to your employment, the Aluminium Industry Award 2020, will not apply. In order for the Agreement to be approved by the Fair Work Commission, the Commission must be satisfied that each employee covered by the	No comparison in the Award

TERMS OF THE EA EXPLAINED



	<p>Agreement is “better off overall” than what they would be if the award applied to them. To help you understand how the Agreement compares to the award, you have been provided with access to a copy of the award and a document which explains how the Agreement terms are different to the Award terms.</p> <p>Clause 4 also provides that nothing in the Agreement is intended to be detrimental to or exclude the National Employment Standards. The National Employment Standards are 12 basic entitlements which are contained in the FW Act. You have been provided with access to a copy of the FW Act, which includes the NES as well as a copy of the Aluminium Industry Award 2020.</p>	
Clause 5 – Duration	<p>The Agreement will come into operation 7 days after it is approved by the Fair Work Commission.</p> <p>The Agreement nominally expires on 1 September 2026. However, it will continue to apply to your employment until it is either replaced by a new enterprise agreement or terminated by the Fair Work Commission.</p> <p>A clause has been included that places an obligation on the bargaining representatives to commence negotiations for a new Agreement 6 months prior to the expiry date.</p> <p>You are not permitted to take industrial action during the term of the Agreement.</p>	No comparison in the Award. This is covered under the Fair Work Act 2009 (Cth)
Clause 6 – Company Policies and Procedures	<p>This clause means that Company policies and procedures are not included in the Agreement, however Employees are required to comply with Company policies and procedures as varied or replaced from time to time.</p>	No comparison in the Award
Clause 7 – Types of employment	<p>This clause describes how a person can be employed by Worsley Alumina (i.e. full time or part time), and the types of</p>	Clause 8 of the Award allows for full time and part time employment – Neutral

TERMS OF THE EA EXPLAINED



	<p>arrangements which apply to each of these categories of employment.</p> <p>It also confirms that full time Employees will be employed to work either 40 ordinary hours per week, or 42 ordinary hours per week, averaged over their roster cycle. Part time Employees will work less than 40 ordinary hours per week or 42 ordinary hours per week and a minimum of four (4) hours per shift.</p>	<p>The Agreement does not allow for casual employment, the Award does. - Neutral</p> <p>Clause 9 of the Award stipulates that a full time Employee is an Employee who is employed to work an average of 38 ordinary hours per week. And clause 10 states that a part time employee will work less than 38 ordinary hours per week. Whilst the Award requires less ordinary hours per week than the Agreement does, the salaries in Schedule 1 of the Agreement factor in payment for 4 additional hours of overtime per week. 2 extra hours to make up the difference from 38 to 40 hours. The EA is more beneficial than the Award.</p> <p>Clause 9 of the Award stipulates that a full time Employee is an Employee who is employed to work an average of 38 ordinary hours per week. And clause 10 states that a part time employee will work less than 38 ordinary hours per week. Whilst the Award requires less ordinary hours per week than the Agreement does, the salaries in Schedule 2 of the Agreement factor in payment for 4 additional hours of overtime per week to make up the difference from 38 to 42 hours. The EA is more beneficial than the Award.</p> <p>Clause 10.6 states that a part time Employee may request, and the employer may agree to an engagement for less than the minimum 3 hours. The EA is more beneficial than the Award.</p>
Clause 8 – Probationary Period	This clause prescribes that new Employees will be employed on a 3 month probation period, unless they are transferring to the	The Award does not contain provisions for a probation period. - Neutral

TERMS OF THE EA EXPLAINED



	<p>Company from an associated entity. Either party may terminate an Employee's employment during the probation period by providing one (1) weeks' notice.</p> <p>This gives an opportunity to both the employee and Worsley to assess suitability and role fit.</p>	
Clause 9.1 – Hours of work	<p>Clause 9.1(a) states that an Employee's ordinary hours of work will not exceed 12 hours in one day and an average 40 ordinary hours per week, averaged over a roster cycle of up to 26 weeks.</p> <p>Clause 9.1(b) states that an Employee's ordinary hours of work will not exceed 12 hours in one day and an average 42 ordinary hours per week, averaged over a roster cycle of up to 26 weeks.</p> <p>Clause 9.1(c) states that all travel to and from and Employee's place of residence to their pre-start location/work area at the Company and from their end of shift location at the Company, will be in their own time, will not constitute time worked, and will not be paid.</p>	<p>Clause 14.1 of the Award stipulates that a full time Employee is an Employee who is employed to work an average of 38 ordinary hours per week. Whilst the Award requires less ordinary hours per week than the Agreement does, the salaries in Schedule 1 of the Agreement factor in payment for 4 additional hours of overtime per week. 2 extra hours to make up the difference from 38 to 40 hours and another 2 hours for reasonable overtime. The EA is more beneficial than the Award.</p> <p>Clause 14.1(e) states that an Employee who is not a shift worker may be required to work as many ordinary hours per day as can be worked between 0600 and 1800, Monday to Sunday – Neutral.</p> <p>Subject to clause 14.8, clause 14.2 states that unless agreed otherwise by the employer and the majority of Employees, the maximum duration of any shift must not exceed 12 hours irrespective of whether the shift is comprised of ordinary hours, overtime hours or a combination of both – Neutral</p>
Clause 9.2 – Additional Hours	<p>Clause 9.2(a) states that an Employee may require an Employee to perform reasonable handover work to ensure the continuity of operations.</p> <p>As per clause 9.2(b) where Employees are required to work a full shift of Additional hours, the Employee will be paid the Additional Shift Payment in accordance with clause 19 of the Agreement.</p>	<p>Clause 14.1(f) states that any time worked outside the ordinary hours of any shift or outside the span of hours in 14.1 (or as agreed in accordance with clause 14.1(e)) is overtime. Whilst the Award requires less ordinary hours per week than the Agreement does, the salaries in Schedule 1 of the Agreement factor in payment for 2 additional hours of overtime per week to make up the difference from 38 to</p>

TERMS OF THE EA EXPLAINED



	<p>Clause 9.2(c) states where Employees are required to work a full shift of Additional Hours, the Employee will be paid the Additional Shift Payment in accordance with clause 19.</p> <p>Clause 9.2(d) states that where Employees are required to work Additional Hours that are more than one continuous hour but less than a full shift in duration, the Employee will be entitled to claim time off in lieu (TOIL) for the time worked. Additional Hours that are less than a full shift will not be eligible to receive the additional shift payment prescribed by clause 19.</p>	<p>40 hours and the salaries in Schedule 2 of the Agreement factor in payment for 4 additional hours of overtime per week to make up the difference from 38 to 42 hours.</p> <p>Where an Employee works more than one additional hour of continuous overtime, the Additional Hours worked that are more than one hour but less than a full shift can be claimed as TOIL. If an employee works a full additional shift they will be paid an Additional Shift as per clause 19 of the EA. The EA is more beneficial than the Award as the payments are higher than the Award.</p> <p>Clause 15.4(b) states that an Employee working overtime, including an un-rostered overtime shift, will be allowed a rest break of 20 minutes after each 4 hours of overtime worked, except where the employee is not required to resume overtime work after the rest break – Neutral Under the Agreement, this payment is incorporated into the Additional Shift payment.</p> <p>Clause 14.8 states that an employer may require an Employee to perform reasonable handover work to ensure the continuity of operations. An Employee who is not relieved as scheduled at the end of shift must continue working until they relieved or authorised by their employer to finish work. - Neutral</p> <p>Clause 15.4(a) of the Award states that an Employee working un-rostered overtime for 1.5 hours or more after working their rostered hours will, before starting such overtime, be allowed a rest break of 20 minutes – Neutral</p>
--	--	--

TERMS OF THE EA EXPLAINED



<p>Clause 10 – Rostering Arrangements</p>	<p>Clause 10.1(a) states that the Company will determine the rosters that are to be worked by Weekday Workers, 7 Day Workers, and Shift Workers.</p> <p>Clause 10.1(b) contains provisions for the amendment and / or introduction of new rosters to meet operational requirements following consultation in accordance with clause 34 (Consultation) of the Agreement and notice of 14 days to affected Employees.</p> <p>Clause 10.1(c) states that clause 10.1(b) does not apply in the case of an emergency, during which time the Company may immediately vary or suspend any roster arrangements for the duration of the emergency.</p> <p>Clause 10.1(d) states that in the event of changes to a Weekday Worker or 7 Day Worker's regular roster, the Company may conduct a review of the Employee's eligibility to receive the shift allowance or weekend allowance in accordance with clauses 16(b) and 16(f) of the Agreement.</p> <p>Clause 10.1(e) states that where an Employee changes their regular roster and this results in a change in the ordinary hours worked per week, the Employee's Total Salary will be amended to reflect the applicable Total Salary in either Schedule 1 or Schedule 2 of this Agreement for their new ordinary hours.</p> <p>Clause 10.2(a) states that the Company may, from time to time, require a Weekday Worker and 7 Day Worker to transfer to being a Shift Worker, and vice versa. As per clause 10.2(b) where this occurs, an Employee will be provided with fourteen (14) days' notice.</p>	<p>Clause 14.1(i) of the Award states that a roster cycle must be no longer than 26 consecutive weeks – Neutral</p> <p>Clause 14.5 states that an employer may implement or change a roster to meet its operational requirements giving affected Employees 2 weeks' notice any new roster or any change to a roster – Neutral</p> <p>Clause 14.6 states that the employer may vary Employee's place on a roster (that is, may transfer the Employee from one crew to another) and may vary the start and finish times, providing 48 hours' notice of a variation. The EA is more beneficial than the Award.</p> <p>Clause 15.1 of the Award states that Employees other than shift workers are entitled to an unpaid meal break of not less than 30 minutes after every 5 hours of work – Neutral</p> <p>Clause 15.2(a) of the Award states that a shift worker working on a shift of 10 hours or less will be entitled to a paid meal break of 20 minutes per shift – Neutral</p> <p>Clause 15.2(b) of the Award states that a shift worker who works a shift longer than 10 hours will be entitled to a paid meal break of 40 minutes per shift – Neutral</p> <p>Clause 15.3(a) of the Award allows for overtime rates when an Employee is required to work for more than 5 hours without a meal break. The EA is less beneficial than the Award.</p> <p>Clause 15.3(c) of the Award states that meal breaks may be taken as 2 breaks by agreement, subject to operational requirements – Neutral</p>
---	--	---

	<p>Clause 10.3(a) states that a Weekday Worker will be entitled to an unpaid meal break of not less than 30 minutes per day, plus a paid morning tea break of ten (10) minutes.</p> <p>Clause 10.3(b) states that 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.</p> <p>Clause 10.3(c) states that 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.</p> <p>Clause 10.3(d) Except in exceptional circumstances, an Employee will not be required to work more than five hours without a break. However, where an Employee is required to work more than five continuous hours, no additional payment will apply.</p> <p>Clause 10.3(e) Meal breaks may be taken as multiple separate breaks by mutual agreement, subject to operational requirements, to ensure the continuity of operations.</p> <p>Clause 10.3(f) An Employee working Additional Hours will be entitled to a paid rest break as follows:</p> <ol style="list-style-type: none"> (1) Where an Employee is working Additional Hours for 1.5 hours or more after the completion of their rostered hours, they will be entitled to a paid rest break of 20 minutes prior to working the Additional Hours; and (2) In all cases, a paid rest break of 20 minutes after each 4 hours of Additional Hours worked (except where the Employee is not required to resume work after the rest break). <p>Clause 10.3(g) Where an Employee works an Additional Shift,</p>	
--	--	--

TERMS OF THE EA EXPLAINED



	<p>the paid rest break referred to in clause 10.3(f)(2) is included in the Additional Shift Payment.</p> <p>Clause 10.3(a) states that a Weekday Worker will be entitled to an unpaid meal break of not less than 30 minutes per day plus a paid morning tea break of ten (10) minutes.</p>	
Clause 11 – Total Salaries	<p>Clause 11(a) states that Employees who work 40 ordinary hours per week will be paid a minimum annualised Total Salary in accordance with Schedule 1, plus any applicable allowances and/or payments in accordance with clauses 18, 19 and 20.</p> <p>Clause 11(b) Employees who work 42 ordinary hours per week will be paid a minimum annualised Total Salary in accordance with Schedule 2, plus any applicable allowances and/or payments in accordance with clauses 16, 17, 18, 19 and 20.</p> <p>Clause 11(c) in addition to the Total Salaries in Schedule 1 or Schedule 2, an Employee who is employed by the Company and covered by this Agreement on the Operational Date will receive a lump sum payment of \$3000 gross. This payment will be made in the first full pay period on or after the Operational Date of this Agreement. Employees who are employed after the Operational Date of this Agreement or are no longer employed by the Company on the Operational Date of this Agreement are not entitled to receive this payment.</p> <p>Clause 11(d) states that where an Employee changes their regular roster and this results in a change in the ordinary hours worked per week, the Employee's total salary will be amended to reflect the applicable total salary in either Schedule 1 or Schedule 2 of this Agreement for their new ordinary hours worked.</p>	<p>Base salaries under the Agreement are higher than the Award. The EA is more beneficial than the Award.</p> <p>Clause 17.1 of the Award states that wages must be paid weekly or fortnightly unless otherwise agreed between the employer and the majority of Employees in the enterprise - Neutral</p>

TERMS OF THE EA EXPLAINED



	<p>Clause 11(e) states that for the avoidance of doubt, the annual salary paid to an Employee immediately prior to the approval of the Agreement will not be reduced as a result of the commencement of this Agreement.</p> <p>Clause 11(f) states that Employees authorise the Company to deduct or withhold from their pay an amount equal to any fringe benefits tax or other tax payable, or required to be withheld, the Company (other than payroll tax) on any component of an Employee's remuneration.</p> <p>Clause 11(g) the Company will pay an Employee's wage fortnightly directly into their nominated bank, building society, or credit union account.</p>	
Clause 12 – Wage Increases	<p>Clause 12(a) states that an Employee who works 40 ordinary hours per week will receive increases to their Total Salary in accordance with Schedule 1.</p> <p>Clause 12(b) states an Employee who works 42 ordinary hours per week will receive increases to their Total Salary in accordance with Schedule 2.</p> <p>Clause 12(c) states that an Employee who, upon commencement of the Agreement, is paid in excess of the applicable Total Salary for their Classification Level prescribed in Schedule 1 or Schedule 2, payable under this Agreement, will not receive an increase in accordance with clause 12(a) or clause 12(b) until such time as the Total Salary payable to the Employee under this Agreement for their classification is greater than their current Total Salary, from which time the Employee will be paid the applicable Total Salary in the Agreement.</p> <p>Clause 12(d) states that an Employee whose Total Salary exceeds the applicable Total Salary for their Classification Level prescribed in Schedule 1 or Schedule 2 of this Agreement by ten (10) percent</p>	<p>Base salaries under the Agreement are higher than the Award. The EA is more beneficial than the Award.</p> <p>There is no requirement for any additional payments, lump sum or otherwise, under the Award for those who are paid at rates greater than those prescribed. The EA is more beneficial than the Award.</p>

TERMS OF THE EA EXPLAINED



	or less, will receive a lump sum payment equivalent to one (1) percent of the Total Salary for their applicable Classification Level prescribed by Schedule 1 or Schedule 2 of this Agreement. The lump sum payment will be paid in the applicable first pay period after the Total Salary increase date prescribed by Schedule 1 or Schedule 2. Nothing in this clause precludes the entitlement to the lump sum payment payable under clause 11(c) of this Agreement.	
Clause 13 – Superannuation	The Company will make superannuation contributions on behalf of Employee's in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).	<p>Superannuation is subject to the provisions of the applicable legislation – Neutral Employees who receive the Worsley Benefits receive 16.5% superannuation which is more beneficial than the Award.</p> <p>Clause 19.3 of the Award provides allowances for voluntary Employee contributions. – The EA is less beneficial than the Award, however employees that receive the minimum superannuation guarantee can participate in the Company's superannuation matching program which is more beneficial than the Award.</p>
Clause 14 – Legacy Worsley Contractual Benefits	The Worsley Benefits are not included in the Agreement. The Worsley Benefits (where applicable) are individual contractual entitlements and this means that nothing in the Agreement and affects the continued operation of existing Individual contracts between the Company and Employees.	Not included in the Award. More beneficial than the Award.
Clause 15 – Progression through Classification structure	<p>Clause 15(a) states that effective from the Operational Date, the Company will appoint an existing Employee to a classification level within Schedule 3 of this Agreement. This appointment will be determined by the following factors:</p> <p>(1) the Employee's current qualifications and</p>	Clause 13.3 of the Award states that an Employee will progress through the classification levels, subject to the Employee having and demonstrating the applicable skills and other competencies to proficiently undertake all of the duties required for the level, and being required and appointed by the employer to perform work at that level. The EA salaries for the classification levels are higher than

	<p>competencies required to satisfy a specific level and all levels below. If a qualification or competency has expired through no fault of the Employee, the Employee will be recognised as holding that qualification or competency for the purpose of this initial classification level appointment and the Company will arrange for the Employee to undertake the relevant training; and</p> <p>(2) the Company's assessment that the Employee is routinely required to utilise the competencies and qualifications, or the Employee is required by the Company to periodically use the competencies and qualifications in another area eg shutdowns.</p> <p>Clause 15(b) states the movement of an Employee between levels within the classification structure in Schedule 3 is dependent on the following factors:</p> <p>(1) the Employee achieving and maintaining the competencies required by the Company within a specified level and all levels below; and</p> <p>(2) the Company's assessment that the Employee is routinely required to utilise those competencies and qualifications, or the Employee is required by the Company to periodically use the competencies and qualifications in another area eg shutdowns.</p> <p>Clause 15(c) when the Company recruits a new Employee from the external market, the Employee will be assessed for their applicable classification level based on their skills, qualifications, and experience at the time of recruitment. In the circumstances where this Employee meets all requirements of a specific classification level except for Worsley specific competencies, they will be classified at this level and a training plan will be developed to close out the Worsley specific training gaps within the first six</p>	<p>the Award. The EA is more beneficial than the Award.</p>
--	--	---

TERMS OF THE EA EXPLAINED



	<p>(6) months of their employment. In the event the Company does not provide the required training within this period, the Employee will maintain their current classification structure until such time as the Employee is offered the opportunity to complete the required training.</p> <p>Clause 15(d) states that the Company may require an Employee to perform work within a lower classification from time to time in accordance with operational requirements, save that the Employee's Total Salary and Classification Level will not reduce as a result.</p> <p>Clause 15(e) states that in the event an Employee fails to maintain a relevant competency or qualification required for their specific classification level, the Company may appoint the Employee to a lower classification. In these circumstances, the Employee will be paid the Total Salary relevant to the lower classification. In the event, the Company unreasonably delays training or does not offer training, which results in the Employee not being able to maintain their competency or qualification, this clause will have no effect.</p>	
Clause 16 – Shift Allowance	<p>Clause 16(a) states that the Company's operations are based on a continuous 24/7 process, and it is a condition of employment that they may perform shift work as part of their roster cycle when required by the Company.</p> <p>Clause 16(b) states that an annualised shift allowance in addition to Total Salary will be paid to Employee's (including Apprentices who are Shift Workers) when they are required to work 24/7 shift work.</p> <p>Clause 16(c) states that the shift allowance represents payment for all disabilities incurred in the performance of shift work including but not limited to afternoon shifts, night shifts, and</p>	<p>The annualised Shift work Allowance under the Agreement is higher than the shift work loadings provided under the Award – The EA is more beneficial than the Award.</p> <p>Clause 21.1 of the Award provides a shiftwork loading of \$3.71 for each ordinary hour worked is payable to an employee whilst on an afternoon or a rotating night shift on Monday to Friday (inclusive). (This equates to a 15% loading on Award rates) The EA rate more beneficial than the Award.</p> <p>Clause 21.2 of the Award states that Employees will be paid 150% of the Award ordinary hourly rate for ordinary hours</p>

TERMS OF THE EA EXPLAINED



	<p>work on Public Holidays and weekends.</p> <p>Clause 16(d) requires Employees engaged on shift work to support the Company to maintain coverage for planned and unplanned absences. Shift Workers must not unreasonably refuse to provide shift cover. The shift allowance also compensates Shift Workers for this requirement when it is worked within ordinary hours.</p> <p>Clause 16(e) states that Shift Workers are not eligible to receive the weekend allowance in accordance with clause 17, or the ad hoc shift payment in accordance with clause 18. However, Shift Workers are eligible to receive the additional shift payment in clause 19.</p> <p>The shift allowance calculation method is explained in Schedule 4 of the Agreement. In the event that the Company introduces a roster that consists of more or less penalty hours over the course of a 12 month period, the applicable shift allowance will be adjusted according to the calculation set out in Schedule 4.</p>	<p>worked on a Saturday and 200% of the Award ordinary hourly rate for ordinary hours worked on a Sunday. The EA rate is more beneficial than the Award.</p> <p>Clause 21.3 of the Award states that Employees will be paid a penalty rate of 250% of the Award ordinary hourly rate for ordinary hours worked on a public holiday. The EA rate is more beneficial than the Award</p> <p>There are no provisions under the Award to require Employees to provide support for planned or unplanned shift coverage, however this is requirement under an employee's contract of employment. - Neutral</p>
Clause 17 – 7 Day worker weekend allowance	<p>Clause 17(a) states that the Company's operations are based on a continuous 24/7 process, and it is a condition of employment that they may perform work on weekends as part of their roster cycle when required by the Company. This is also a requirement under the employee's contract of employment.</p> <p>Clause 17(b) states that the Company will pay a 7 Day Worker an annualised weekend allowance in addition to the Total Salary when they are required to work a roster which covers seven (7) days of the week and Public Holidays.</p> <p>Clause 17(c) provides that this allowance represents payment for all disabilities incurred in the performance of weekend work and Public Holidays.</p>	<p>The Annualised Shift work Allowance under the Agreement is higher than the shift work loadings provided under the Award. Clause 21.2 of the Award states that Employees will be paid 150% of the Award ordinary hourly rate for ordinary hours worked on a Saturday and 200% of the Award ordinary hourly rate for ordinary hours worked on a Sunday. Clause 21.3 of the Award states that Employees will be paid a penalty rate of 250% of the Award ordinary hourly rate for ordinary hours worked on a public holiday. The EA is more beneficial than the Award.</p> <p>There are no provisions under the Award to require Employees to provide support for planned or unplanned shift coverage, however this is requirement under an employee's contract of employment. The requirement to</p>

TERMS OF THE EA EXPLAINED



	<p>Clause 17(d) requires Employee's engaged on shift work to support the Company to maintain coverage for planned and unplanned absences. It states that 7 Day Workers must not reasonably refuse to provide weekend shift cover.</p> <p>Clause 17(e) states that for the avoidance of doubt, 7 Day Workers are not eligible to receive the shift allowance in accordance with clause 16. If a 7 Day Worker is required to work an ad hoc night shift on a weekday as part of their ordinary hours of work, the 7 Day Worker is entitled to the ad hoc shift payment in accordance with clause 18 in addition to the weekend allowance.</p> <p>7 Day Workers are also eligible to receive the additional shift payment in clause 19.</p> <p>The Weekend allowance calculation method is explained in Schedule 4. In the event that the Company introduces a roster that consists of more or less penalty hours over the course of a 12 month period, the applicable weekend allowance will be adjusted according to the calculation set out in Schedule 4.</p>	perform reasonable overtime is covered under the Fair Work Act 2009 (Cth). - Neutral
Clause 18 – Adhoc Shift Payment	<p>Clause 18(a) states that from time to time due operational requirements (including but limited to shutdowns and planned maintenance), the Company may require Weekday Workers to work a day shift on a weekend, a Night Shift or a Public Holiday as part of their ordinary hours; and/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.</p> <p>An employee will be entitled to an adhoc shift payment when they have a shift change within their ordinary hours, which results in a Weekday Working a weekend, night shift, or public holiday, and / or a 7 Day Worker working a night shift or</p>	The Adhoc Shift Loading under the Agreement is higher than the shift work loadings provided under the Award. The EA is more beneficial than the Award.

TERMS OF THE EA EXPLAINED



	<p>additional weekend shift.</p> <p>Clause 18(c) states that the Company will give an Employee 48 hours' notice of a requirement to work a shift in accordance with this clause.</p> <p>Clause 18(d) states that clause 18(c) does not apply in exceptional circumstances, in which the Company will provide affected Employees with notice as soon as practicable.</p> <p>The 48 hour notice period does not apply in exceptional circumstances.</p> <p>Clause 18(e) states that an Employee required to work a shift in accordance with this clause must not unreasonably refuse to work the shift.</p> <p>Clause 18(f) states that an Employee who swaps a shift with another Employee at their own initiative will not be entitled to receive the ad hoc shift loading.</p>	
Clause 19 – Additional Shift Payment	<p>Clause 19(a) states that to meet operational requirements, the Company may require an Employee to work additional shifts in excess of their ordinary hours as per clause 9.1(a) and (b).</p> <p>Employees may be required to work additional hours.</p> <p>Clause 19(b) states that Additional Shifts must be approved in advance by the Employee's Department Manager or authorised person prior to being worked by an Employee.</p> <p>Clause 19(c) states that where an Employee performs an Additional Shift, the Employee will be paid an additional shift payment plus their Base Rate at ordinary time for the duration of the shift. Part time employees are entitled to the additional shift payment on a pro rata basis.</p>	<p>The Additional Shift Payment rates under the Agreement are higher than overtime and penalty rates applied to the Award rates. The EA is more beneficial than the Award.</p> <p>Clause 20.7 states that an Employee and employer may agree for an Employee to take time off instead of being paid for overtime – Neutral</p> <p>Clause 20.1 of the Award states that employees other than continuous shift workers will be paid for all work done in addition to or outside the employee's ordinary hours at a rate of 150% of the Award ordinary hourly rate for the first 3 hours and 200% of the Award ordinary hourly rate thereafter for overtime worked each day from Monday to Saturday; 200% of the Award ordinary hourly rate for</p>

TERMS OF THE EA EXPLAINED



	<p>Payment for additional shifts will be in accordance with this clause of the agreement.</p> <p>Clause 19(e) states that an Employee can opt to have additional hours worked at the base rate at ordinary time accrued as time off in lieu (TOIL) in accordance with the Company's TOIL procedure.</p> <p>Employees may choose to receive TOIL rather than payment at their base rate at ordinary time for additional hours worked.</p> <p>Clause 19(f) states that the additional shift payment is an all-inclusive payment which compensates the Employees for all allowances and entitlements the Employee may be entitled to as a result of working the Additional Shift.</p> <p>Additional shift payments are inclusive of all allowances and penalties.</p> <p>Clause 19(g) states that the additional shift payment is only payable where the Employee performs a full shift (i.e. 8, 10 or 12 hours), which is in excess of their ordinary hours. No pro-rata payments will be made for shift lengths shorter than 8, 10, or 12 hours.</p> <p>A full shift must be worked in order to receive an additional shift payment.</p>	<p>overtime worked on a Sunday; and 250% of the Award ordinary hourly rate for overtime worked on a public holiday. The EA is more beneficial than the Award.</p> <p>Clause 20.1(b) states that an Employee required to work un-rostered overtime on a Saturday, or a Sunday must be provided with a minimum of 4 hours work or payment instead. The EA is more beneficial than the Award.</p> <p>Clause 20.2 states that a continuous shift worker will be paid for all work done in addition to or outside the Employee's ordinary hours at the rate of 200% of the Award ordinary hourly rate. The EA is more beneficial than the Award.</p>
Clause 20 – Other Allowances	<p>Clause 20.1 contains provisions for an IRATA Rope Access Technician Payment to be paid to Employees who hold a current IRATA certified Rope Access Technician competency and are appointed by the Company to undertake Rope Access duties to the value of \$3,000.00 per year. It is the responsibility of the Employee to maintain their IRATA certification and if it lapses, expires, or is removed the payment will be ceased.</p>	<p>There are no provisions under the Award to make additional payments to Employees for undertaking rope access duties. The EA is more beneficial than the Award.</p> <p>There are no provisions under the Award to make additional payments to Employees who hold an Unrestricted or Restricted Electrical Worker's Licence. The</p>

TERMS OF THE EA EXPLAINED



	<p>Clause 20.2 contains provisions for the payment of a \$3,000 annualised Electrical Worker's Licence Allowance paid fortnightly to Employees who are classified as a Technician Electrical or Technician Electrical Specialise (Levels 1 to 3) in Schedule 3 of the Agreement and who hold a current Western Australian Unrestricted Electrician's Licence. Employees who are classified as Technician Electrical (Levels 1 to 3) in Schedule 3 and who hold a current Western Australian restricted Electrician's Licence will receive an annualised allowance of \$1,500 (paid fortnightly).</p>	EA is more beneficial than the Award.
Clause 21 – Annual leave	<p>This clause states that Employees will accrue annual leave in accordance with the National Employment Standards.</p> <p>For each year of service an employee is entitled to 4 weeks of paid annual leave or 5 weeks of paid annual leave if the enterprise agreement defines the employee as a Shift Worker.</p> <p>Clause 21(b) states that Weekday Workers and 7 Day Workers are entitled to 4 weeks' annual leave for each year of service with the Company.</p> <p>Clause 21(c) states that Employees who are defined as shift workers by this Agreement will receive 5 weeks' annual leave per annum.</p> <p>Clause 21(d) states that Employees who work shift work or weekend work and who are in receipt of shift allowance or weekend allowance, will be paid this while on annual leave.</p> <p>Shift allowances are paid during periods of annual leave.</p> <p>Clause 21(e) states that leave loading is included in the applicable Total Salary in Schedule One or Schedule Two.</p> <p>No leave loading is paid.</p>	<p>Annual leave provisions under the Award are aligned with the NES – Neutral. The 5 weeks' annual leave for Shift Workers under the Agreement is more beneficial than the Award/NES because the current roster patterns worked by Shift Workers do not technically qualify for 5 weeks' annual leave under the Award/NES. The EA is more beneficial than the Award.</p> <p>Total salaries, shift allowance, and the weekend allowance under the Agreement are higher than the Award rates with leave loading, penalties, and allowances. The EA is more beneficial than the Award.</p> <p>Clauses 22.4, 22.7 of the Award details provisions for forced Annual leave during shutdowns and situations of excessive leave accrual – Neutral</p> <p>Clause 22.10 of the Award states that Annual leave may be cashed out by agreement between the Employee and the Company. A maximum of 2 weeks can be cashed out if the Employee's remaining annual leave balance after cashing out the leave is equal to or greater than 4 weeks – Neutral</p> <p>The Award contains no provisions for purchasing additional leave. EA is more beneficial than the Award.</p>

	<p>Clause 21.1(f) states that the Company will not adjust any accrued leave balances effective from the Operational Date of this Agreement and will only adjust future annual leave accrual rates in accordance with clause 21.1.</p> <p>Effective from the operational date of this agreement, if an employee changes from day work to shift work or vice versa, accrued leave balances will not be adjusted. Future leave balances will change only in accordance with the change.</p> <p>Under Clause 21.2 the Company may direct an Employee to take annual leave if the Employee has more than 10 weeks annual leave entitlement, provided the direction does not leave the Employee with less than 6 weeks of accrued leave; where the Company shuts down the business or part of the business where the Employee works, provided 4 weeks' notice is provided; and in other circumstances meeting the reasonableness requirements of the FW Act.</p> <p>Clause 21.3 provides provisions for Annual leave to be cashed out by agreement between the Employee and the Company. A maximum of 2 weeks can be cashed out in a 12 month period if the Employee's remaining annual leave balance after cashing out the leave is equal to or greater than 4 weeks.</p> <p>Clause 21.4(a) states that Employees can enter into an arrangement to purchase annual leave in addition to their entitlement, provided that at the time of application, the Employee has an annual leave balance of less than 4 weeks (pro rata for part time Employees).</p> <p>As per clause 21.4(b) purchased leave will be credited to an Employee's annual leave balance and will be paid for by the Employee via payroll deductions each pay period. This leave must be paid for in full within 12 months from the date of approval.</p>	
--	--	--

TERMS OF THE EA EXPLAINED



	<p>Clause 21.4(c) states that purchased leave can only be taken in 1 week blocks to a maximum of 4 weeks leave per year, inclusive of the Employee's paid annual leave entitlements.</p>	
Clause 22 – Personal / Carer's Leave	<p>This clause states that Employees will be entitled to personal leave in accordance with the National Employment Standards.</p> <p>Employees are entitled to 10 paid days of personal / carer's leave for each year of service.</p>	<p>Clause 23 of the Award states that Personal / carer's leave are provided for in the NES – Neutral</p>
Clause 23 – Long Service Leave	<p>This clause explains an employee's long service leave entitlement. This clause states that when an Employee has completed at least 10 years' continuous service, they will receive 13 weeks long service leave. In respect of each successive 5 years of service completed after the first 10 years they will receive a further 6.5 weeks' leave. On termination of the Employee's employment for any cause other than misconduct, including death, in respect of the number of years' service with the Company completed since the Employee last became entitled to an amount of long service leave – a proportionate amount on the basis of 13 weeks' leave for 10 years' service.</p> <p>Clause 23(c) states that where Employee's have completed at least 7 years' continuous service but less than 10 years, employees are eligible for pro rata payment for long service leave upon termination (except in the case of termination for serious misconduct).</p> <p>If an employee has completed at least 7 years continuous service but less than 10, upon termination they will be paid out any long service leave they have accrued.</p> <p>Clause 23(d) states that employees will be paid their Total Salary</p>	<p>Long Service Leave is an NES entitlement. The long service leave entitlements in the Agreement are more are greater than those provided for in the <i>Long Service Leave Act 1958</i> (WA). The EA is more beneficial than the Award/NES.</p>

TERMS OF THE EA EXPLAINED



	<p>whilst on long service leave but no shift allowance, ad hoc shift payment, weekend loading allowance, additional shift payments, penalty rates, special rates, disability allowances, fares and travelling allowances or the like will be paid.</p> <p>No allowances are paid during periods of long service leave.</p> <p>Clause 23(e) states that Employees will not have their long service leave entitlement deducted with respect to any Public Holidays that fall during a period of leave service leave.</p> <p>If a period of long service leave falls on a public holiday, leave will not be deducted for the public holiday.</p>	
Clause 24 Compassionate Leave	<p>This clause states that Employees will be entitled to Compassionate leave in accordance with the National Employment Standards.</p> <p>Employees are entitled to 2 days of compassionate leave for each occasion when a member of their immediate family or their household contracts or develops a personal illness that poses a serious threat to life or sustains a personal injury that poses a serious threat to life; a child is stillborn, where the child would have been a member of the employee's immediate family or a member of the household, if the child had been born alive; or the employee or the employee's spouse or de facto partner has a miscarriage..</p>	Clause 23 of the Award states that Compassionate leave is provided for in the NES – Neutral
Clause 25 Paid Domestic Violence Leave	<p>Clause 25(a) states that Employees who are directly experiencing domestic violence or who are supporting a person who is experiencing domestic violence, can access 10 paid Domestic Violence leave days per calendar year.</p> <p>Clause 25(b) states that the entitlement to paid domestic violence leave is in addition to other minimum leave</p>	Clause 26 of the Award states that Domestic Violence leave is provided for in the NES. Paid Domestic Violence leave in the NES is 10 days. The EA is neutral.

TERMS OF THE EA EXPLAINED



	<p>entitlements.</p> <p>Domestic violence leave is an additional leave entitlement to annual leave, long service leave, and personal leave.</p> <p>Clause 25(c) states that the leave may be used for counselling, attending medical appointments, legal proceedings and for other activities that may be necessary.</p>	
Clause 26 – Notice of Termination of employment	<p>Clause 26(a) states that subject to clause 8(b), an Employee's employment may be terminated by either party giving four weeks' written notice.</p> <p>As per clause 26(b) if an Employee is 45 years of age or older and they have at least 2 years' continuous service with the Company, the Company will provide 5 weeks' notice.</p> <p>Clause 26(c) states that the Company may pay an Employee in lieu of all or any part of the notice period.</p> <p>Clause 26(d) states that nothing in this clause prevents or restricts the right of the Company to terminate an Employee's employment summarily without notice on the grounds of serious misconduct or as otherwise permitted by law.</p> <p>The Company may still terminate an employee without notice on the grounds of serious misconduct.</p> <p>Clause 26(e) states that during any part of Employee's notice period, the Company may direct them to not attend work on the Company's premises, to attend work at a different location to their usual work location, to perform no work, or perform designated duties whether or not these duties form part of their usual role.</p> <p>An employee is required to follow all reasonable and lawful</p>	<p>Under clause 31.1 of the Award, an employee's notice period is aligned to their period of continuous service as follows:</p> <p>Less than 1 year of service – 1 week</p> <p>More than 1 year but less than 3 – 2 weeks</p> <p>More than 3 years but less than 5 – 3 weeks</p> <p>More than 5 years – 4 weeks</p> <p>The EA is more beneficial than the Award.</p> <p>Clause 31.2 of the Award states that where an employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment. The time off under this clause is to be taken at times that are convenient to the Employee after consultation with the employer – Clause 27(b) in the Agreement applies to situations of redundancy only. The EA is less beneficial than the Award with respect to time off during the notice period for an Employer initiated termination.</p>

TERMS OF THE EA EXPLAINED



	instructions from the Company during their notice period.	
Clause 27 – Redundancy	<p>Clause 27(a) states that if an Employee wishes to terminate their employment before the end of the required notice period, the Company is not obligated to pay them for the period of notice not worked.</p> <p>If an employee is made redundant and they wish to terminate their employment before the required notice period, the Company does not need to pay out the notice period as part of the redundancy payment.</p> <p>Clause 27(b) states that Employees are entitled to a day of paid leave during the period of notice to seek other employment. This should be taken at a time that is mutually convenient to the Employee and the Company.</p> <p>Employees are entitled to one (1) paid day of leave, which they may take during the notice period to help them find alternative employment.</p> <p>Clause 27(c) states that a full time or part time Employee whose position is made redundant and whom has not been offered suitable alternative employment, is entitled to a redundancy payment equal to 14 weeks base pay for the first 5 years of continuous service, 3 weeks base pay for each year of completed service between 5 to 10 years continuous service, and 3.5 weeks base pay for each completed year of continuous service after 10 years.</p> <p>This clause details the redundancy provisions under the Agreement.</p> <p>Clause 27(d) states that the redundancy provisions outlined in clause 27(c) will not apply if the Employee has been offered other acceptable employment.</p>	<p>Clause 32 of the Award states that Redundancy pay is provided for in the NES. The redundancy provisions in the Agreement are more generous than the NES. The EA is more beneficial than the Award.</p> <p>Clause 32.2(a) of the Award states that an Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed in the Award. Clause 32.2(b) of the Award states that the Employee is entitled to receive the redundancy benefits and payments they would have received under the Award or Act had they remained in employment until the expiry of the notice. Clause 32.2(c) of the Award states the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed – Neutral</p> <p>Clause 32.2 of the Award states that the Employee is allowed time off work without loss of pay of up to one day each week of minimum period of notice of the Act for the purpose of seeking other employment – Agreement only contains provisions for 1 paid day of leave for the purpose of seeking other employment. EA is less beneficial than the Award</p>

TERMS OF THE EA EXPLAINED



	<p>An employee will not have an entitlement to redundancy when they are offered acceptable alternative employment.</p> <p>Clause 27(e) states that periods of unpaid parental leave, unpaid adoption leave or unpaid leave of any other type (including salary continuance insurance) do not count as continuous service for the purpose of calculating redundancy payments.</p> <p>Periods of unpaid leave do not count as continuous service for the purpose of calculating a redundancy payment.</p> <p>Clause 27(f) states that where an Employee has worked part time for any part of their continuous service with the Company, their full time equivalent (FTE) years of service will be used to calculate the severance payable.</p> <p>Clause 27(g) states that maximum or fixed term Employees will receive redundancy entitlements in accordance with the NES.</p>	
Clause 28 – Personal Protective Equipment	<p>Clause 28(a) states that Employees must wear and use all PPE provided as required by the Company.</p> <p>Clause 28(b) states that Employees will be provided with work clothing and PPE for their role. Employees acknowledge that this work clothing and personal protective equipment is the property of the Company. It will be replaced on a fair wear and tear basis.</p>	Not included in the Award
Clause 29 – Fitness for Work	<p>Clause 29(a) states that Employees are required to participate in any medical assessments the Company considers appropriate, including random alcohol and drug testing, functional fitness review, or other health related examination assessing fitness for work. Employees agree that the Company may obtain and use the results of these examinations for any purpose relating to their employment.</p>	Not included in Award.

TERMS OF THE EA EXPLAINED



	<p>Employees are required to be fit for work and must participate in any health assessment, medical examination, and / or testing required by the Company to determine fitness for work.</p> <p>Clause 29(b) states that Employees agree to and are required to abide by the terms and conditions of the Company's Drug and Alcohol policy as amended from time to time, including all forms and manners of testing. For avoidance of doubt, the Company's Drug and Alcohol Policy operates independently of this Agreement and is not incorporated into this Agreement.</p> <p>Clause 29(d) states that if an Employee fails to comply with the Company's Drug and Alcohol Policy, the Company may take disciplinary action, up to and including termination of employment. All Employees are required to attend work fit to safely perform their duties without risk to themselves or others.</p>	
Clause 30 – Qualifications and Licences	<p>Clause 30(a) states that Employees must maintain all qualifications and licenses that the Company requires for the performance of their role within a classification covered by this agreement; notify the Company if any of those qualifications or licences are either renewed, replaced, temporarily or permanently cancelled, revoked, suspended or invalidated, or become subject to any conditions. And if requested by the Company, provide copies of documents evidencing qualifications and licences.</p> <p>Employees are responsible for maintaining their qualifications and licences required to perform work in their classification of this agreement. If there are any changes to the status of such qualifications and licences, employees must notify the Company.</p>	Not included in Award
Clause 31 – Dispute Settlement Procedure	<p>This clause provides an escalation process to be followed if a dispute arises between an Employee and the Company about matters arising under the Agreement or NES.</p>	<p>Clause 30 of the Award sets out the procedures to be followed if a dispute arises about a matter under the Award or in relation to the NES – Neutral</p>

	<p>In the first instance, an Employee will document and discuss the dispute with their immediate Supervisor in an attempt to resolve the matter. The clause provides an escalation process if the matter remains unresolved. In such circumstances the matter may be referred through the line to Employee's Superintendent, followed by the Department Manager, and up to the General Manager of Operations.</p> <p>This clause details the escalation process for a dispute between an employee and the Company regarding matters in this Agreement and the National Employment Standards.</p> <p>If the employee and the Company are unable to resolve this matter through the line, either party may refer it 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.</p> <p>If the FWC is unable to resolve the dispute via the options outlined in 31(a)(5), then the FWC may arbitrate the dispute and make a determination that is binding on the parties.</p> <p>The clause contains provisions for the Employee to appoint a representative, including a union representative, in relation to the dispute.</p> <p>Clause 31(b) states that while procedures are being followed under the clause in relation to the dispute work must continue in accordance with the Agreement and an Employee must not unreasonably fail to comply with any direction given by the Company about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform, subject to any applicable work health and safety legislation.</p> <p>While a matter is in dispute, employees must continue to work in</p>	
--	--	--

TERMS OF THE EA EXPLAINED



	accordance with this agreement and cannot refuse any lawful and reasonable instructions from the Company.	
Clause 32 – Individual Flexibility Agreement	<p>This clause provides a process for the Company and an Employee to make an individual flexibility agreement (IFA) to vary the effect of terms of the EA if the EA deals with one or more of the following matters:</p> <ul style="list-style-type: none"> (i) arrangements about when work is performed; (ii) additional shift payments; (iii) adhoc shift payments; (iv) allowances; and <p>if the arrangement meets the genuine needs of the Company and the Employee and the arrangement is genuinely agreed to by the Company and Employee.</p> <p>Clause 32(b) states that the Company must ensure that the terms of the IFA are permitted matters under section 172 of the FW Act; are not unlawful terms under section 194 of the FW Act; and result in the Employee being better off overall than the Employee would be if no arrangement was made.</p> <p>An IFA can only include terms that are permitted by the Fair Work Act and result in the employee being better off overall than if no agreement was made.</p> <p>Clause 32(c) states that the Company must ensure that the IFA is in writing; includes the name of the Company and Employee; is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; include details of the terms of the Agreement that will be varied by arrangement, how the arrangement will vary the</p>	The Agreement offers similar flexibility to the terms in clause 5 of the Award. The EA is Neutral.

TERMS OF THE EA EXPLAINED



	<p>effect of the Agreement's terms, and how the Employee will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangement; state the day which the arrangement commences; and the Company must give the Employee a copy of the IFA within 14 days after it is agreed to.</p> <p>This clause details what must be included in an IFA and that the Company must provide the employee a copy within 14 days after it is agreed.</p> <p>Clause 32(d) states the Company or Employee may terminate the IFA by giving no more than 28 days written notice to the other party to the arrangement or if the Company and Employee agree in writing at any time.</p> <p>The Company or employee may end an IFA by providing a maximum of 28 days written notice to the other party.</p>	
Clause 33 – Requests for flexible work arrangements	Employees are entitled to request flexible work arrangements in accordance with the NES.	Clause 6 of the Award is consistent with Agreement – Neutral. The Agreement is consistent with the NES.
Clause 34 – Consultation	<p>Clause 34(a) states that consultation will occur if the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology and that change is likely to have a significant effect on Employees covered by the Agreement. Or if the Company proposes to change an Employee's regular roster of ordinary hours of work.</p> <p>Clause 34(b) states that a major change is "likely to have a significant effect on Employees" if it results in:</p> <p>the termination of the employment of employees; or</p>	Clause 28 of the Award is consistent with the consultation requirements detailed in the Agreement – Neutral

TERMS OF THE EA EXPLAINED



	<p>major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or</p> <p>the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</p> <p>the alteration of hours of work; or</p> <p>the need to retrain Employees; or</p> <p>the need to relocate Employees to another workplace; or</p> <p>the restructuring of jobs</p> <p>This means that if a definite decision is made to introduce a workplace change that may result in termination of employment of employees; a major change to the makeup, operation, or size of the workforce; the elimination or reduction in job opportunities; changes to hours of work; the need to retrain employees; the need for employees to relocate to another workplace; or the restructuring of jobs, the Company will commence a consultation process with the impacted employees.</p> <p>Clause 34(c) states that if a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, this clause does not apply.</p> <p>The consultation requirements do not apply if a term in this Agreement provides for the major workplace change.</p> <p>Clause 34(d) states that Employees may appoint a representative, including a union representative, for the purposes of this clause. If a representative is appointed by a relevant Employee and the Employee advises the Company of the identity of their</p>	
--	--	--

	<p>representative, the Company will recognise the representative.</p> <p>Employees may appoint a representative (union or otherwise), who will be recognised by the Company for the purpose of this clause.</p> <p>Clause 34(e) states that for a major change referred to in clause 34(a)(1) the Company will notify the relevant Employees and if applicable their nominated representative of the decision. As soon as practicable after making its decision, the Company will discuss with the relevant Employees the introduction of the change, the effect the change is likely to have on them, measures the Company is taking to avert or mitigate the adverse effect of the change on the relevant Employees.</p> <p>When a decision is made to make a major workplace change, the Company will notify the impacted employees and their nominated representatives. The Company will discuss the change, the likely effect of the change, and what is being done to mitigate negative impacts of the change.</p> <p>Clause 34(f) states that where the change is in relation to an Employees' regular roster or ordinary hours of work, the Company will notify the relevant Employees of the proposed change. As soon as practicable after proposing to introduce the change, the Company will provide all relevant information to the relevant Employees about the change, invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities), and consider any views given by the Employees about the impact of the change.</p> <p>When a decision is made to make a change to an Employee's roster or ordinary hours, the Company will notify the affected employee (and their representatives) of the proposed change. All relevant information will be provided to the impacted employees</p>	
--	--	--

TERMS OF THE EA EXPLAINED



	<p>and they will be invited to provide their thoughts on the impact of the changes, including the impact on their family and caring responsibilities.</p> <p>Clause 34(g) states that the Company will give prompt and genuine consideration of any matters raised by the relevant Employees (and their representatives) under clause 34(e) and 34(f).</p> <p>The Company will give prompt and genuine consideration to concerns raised by employees and their representatives regarding the impact of major workplace change including changes in rosters and working hours.</p> <p>Clause 34(h) states that the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p> <p>As part of the consideration given to impacts of workplace change on employees, the Company is not required to disclose confidential or commercially sensitive information.</p>	
Schedule One – Total Salaries – 40 hour week	Schedule One prescribes the minimum rates of pay for the life of the Agreement for employees who work a 40 hour week.	Base salaries under the Agreement are higher than the Award. The EA is more beneficial than the Award.
Schedule Two – Total Salaries – 42 hour week	Schedule Two prescribes the minimum rates of pay for the life of the Agreement for employees who work a 42 hour week.	Base salaries under the Agreement are higher than the Award. The EA is more beneficial than the Award.
Schedule Three – Classification Structure	Schedule Three contains the classification structure for roles covered by the Agreement.	Schedule A of the Award details the classifications under the Award. The EA salaries that are driven from the classification levels in the EA are higher than the salaries under the Award. The EA is more beneficial than the Award.
Schedule Four – Method of calculating shift allowance and weekend allowance	Schedule Four details the calculation method for the Shift Allowance and Weekend Allowance based on the current	The hourly shift loadings provided in the Agreement are higher than those detailed in clause 21.1 of the Award.

TERMS OF THE EA EXPLAINED



JUST THE
FACTS



	approved Worsley rosters applicable to those Employees covered by the Agreement.	Clause 21.2 and 21.3 of the Award contains provisions for weekend penalty rates of 150% of the Award ordinary hourly rate for ordinary hours worked on a Saturday; 200% of the Award ordinary hourly rate for ordinary hours worked on a Sunday; and 250% of the Award ordinary hourly rate for ordinary hours worked on a public holiday. The EA is more beneficial than the Award.
--	--	--