



# DECISION

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

**Trades & Labour Company (WA) Pty Ltd**  
(AG2015/2313)

## **TLCM OPERATIONS SAFETY NET AGREEMENT 2015**

Mining industry

COMMISSIONER LEE

MELBOURNE, 17 APRIL 2015

*Application for approval of the TLCM Operations Safety Net Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *TLCM Operations Safety Net Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Trades & Labour Company (WA) Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. 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.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Agreement was approved on 17 April 2015 and, in accordance with s.54, will operate from 24 April 2015. The nominal expiry date of the Agreement is 16 April 2019.



COMMISSIONER

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**ANNEXURE A**



14 April 14, 2015

**Private and Confidential**

Fair Work Commission  
11 Exhibition Street, Melbourne Victoria 3000  
GPO Box 1994, Melbourne Victoria 3001

Commissioner,

We confirm our TLM Operations Safety Net Agreement 2015 will have a nominal expiry date of four years from the date of approval by the Fair Work Commission.

We also confirm the Model Consultation Term as set out in schedule 2.3 of the Fair Work Regulations will be incorporated into the Agreement, if approved.

Please do not hesitate to contact me on (08) 6382 1150 or mobile 0422 770 701 should you have any questions whatsoever.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Jon Pettingill', is written over a light blue circular stamp.

Jon Pettingill  
Director

Trades and Labour Company  
49 Oxford Close West Leederville WA 6007  
08 6382 1150

ABN 91 150 548 815



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



## TLCM Operations Safety Net Agreement 2015

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	Signed for and on behalf of Trades & Labour Company Pty Ltd (ABN 91 150 548 815).....	14
	Signed for and on behalf of the Employees by their authorised representative(s):.....	14



## TLCM OPERATIONS SAFETY NET AGREEMENT 2015

### 1 Title

This agreement shall be known as the *TLCM Operations Safety Net Agreement 2015 (TLCM Agreement)*.

### 2 Scope and application of this Agreement

(a) This Agreement shall apply to and cover:

- (i) Trades & Labour Company Pty Ltd (ABN 91 150 548 815) (**Company**); and
- (ii) Employees of the Company who work, and are based in Western Australia and who work in the classifications set out in Schedule 1.

(b) This Agreement is a safety net agreement which sets out minimum entitlements for Company employees. All Company employees will have terms and conditions of employment under this Agreement which are better off overall than those that would otherwise apply under the *Mining Industry Award 2010 (Award)*.

### 3 Term of this Agreement

- (a) This Agreement will commence operating 7 days after it is approved by Fair Work Australia and it will continue to operate for a period of 4 years from that date (**Nominal Expiry Date**).
- (b) This Agreement will continue to operate past its Nominal Expiry Date until it is either terminated or replaced by another agreement.

### 4 Types of Employment

- (a) Employees may be engaged by the Company, at its discretion, on a full-time or part-time basis, or for a fixed or maximum term, or on a casual basis.
- (b) Part time employees will receive their remuneration, leave and other entitlements calculated by reference to the number of hours the part-time employee works compared to a full-time employee in an equivalent classification.
- (c) Casual employees will be engaged as such and paid an additional loading of 25%. The payment of the loading is in compensation for paid annual leave, personal/carer's leave, notice of termination, redundancy benefits and other attributes of full-time or part-time employment.

### 5 Remuneration

- (a) A full-time adult employee will be paid a minimum weekly rate for their classification as set out in Schedule 1.

- (b) In addition to the minimum weekly rates set out in Schedule 1, employees will also receive all applicable allowances, payments and penalty rates provided for in the Award (calculated by reference to the rates set out in Schedule 1).
- (c) A junior, apprentice or trainee employee appointed by the Company as such will receive a percentage of the weekly rates set in Schedule 1, in accordance with the provisions of the Award.
- (d) Remuneration can be paid to employees by the Company as an annual salary.
- (e) Salaries are reviewed annually and are adjusted, at the Company's discretion, to take into account the Company's performance, employees' individual performance and economic circumstances.
- (f) Any payment or benefit which an employee receives from the Company which exceeds an entitlement afforded to that employee under this Agreement or any applicable award or legislation, can be set off against another claim for under payment of another entitlement afforded under this Agreement or any applicable award or legislation.
- (g) Payments under this Agreement will be made not more than monthly by electronic funds transfer into the bank (or other recognised financial institution) nominated by the employee.
- (h) Where an overpayment of remuneration or entitlements has been made to an employee, the employee must repay the overpayment within a reasonable period of time. Where the overpayment is not repaid within what the Company considers to be a reasonable period of time, the Company will be entitled to deduct and retain any overpayments from the employee's remuneration, including from termination payments (to the extent permitted by law) or to set off this amount.

## **6 Work location and duties**

- (a) Employees are required to safely undertake all duties that are within their skill and competence as directed by the Company.
- (b) The Company may require an employee to transfer to other roles, sites or work locations. Any person who is deemed competent by the Company may perform any task which is required to be performed by the Company. An employee's terms and conditions of employment may be reviewed by the Company in light of any change in site, work location or responsibilities.
- (c) Employees may be required by the Company to undertake training aimed at maintaining, enhancing or broadening their work skills and performance. Employees may also be required by the Company to teach work skills to others.

## **7 Individual flexibility**

- (a) The Company and an employee can agree to make an Individual Flexibility Agreement (IFA) to vary the effect of any of the terms of this Agreement if:

- (i) the IFA is made to meet the genuine needs of the employee and the Company; and
  - (ii) the employee and the Company genuinely agree to the arrangement.
- (b) The Company will ensure that an IFA agreed to:
- (i) is in writing and identifies the name of both parties;
  - (ii) is signed by both parties and, if the employee is under 18, by a parent or guardian of the employee;
  - (iii) is about permitted matters and does not contain unlawful terms;
  - (iv) includes the details of which terms will be varied and how they will be varied; and
  - (v) results in the employee being better off overall than they would have been if the IFA had not been made.
- (c) The Company must provide a copy of the IFA to the employee within 14 days after it is agreed to.
- (d) The Company and the employee may terminate an IFA by giving at least 28 days written notice to the other party unless both parties agree in writing to terminate it earlier.

## **8 Leave**

### **8.1 Annual Leave**

- (a) Employees' annual leave accrues progressively during a year of service and accumulates from year to year in accordance with the National Employment Standards contained in the *Fair Work Act 2009 (Cth) (FW Act)*. For the purposes of the provisions of the National Employment Standards which deal with annual leave, a shiftworker means an employee engaged in a continuous process who is rostered to work regularly on Sundays and public holidays. Employees are encouraged to take their full entitlement of annual leave each year.
- (b) The Company may require an employee to take a period of paid annual leave if the requirement is reasonable. Such a requirement will be reasonable if the employee has accrued an excessive amount of accrued annual leave, or during a shutdown of operations or part of operations for a period. The Company will provide an employee with a notice period of not less than 28 days' prior to the date they are required to commence annual leave.
- (c) Annual leave is to be approved at the discretion of the employee's manager but approval will not be unreasonably withheld. The Company can direct how annual leave will be taken, including a requirement that annual leave be taken in accordance with an employee's cycle of rostered hours.
- (d) Payment for annual leave shall be in accordance with clause 23.4 of the Award.

- (e) 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. If an employee does not have sufficient accrued annual leave for these periods, the employee may also be required to take leave without pay.

## **8.2 Long Service Leave**

- (a) Long service leave is provided in accordance with the *Long Service Leave Act 1958* (WA).
- (b) Any period of long service leave taken by an employee is inclusive of any rostered periods of rest and recreation leave that would normally fall during that period.

## **8.3 Personal/carer's leave**

- (a) Employees (other than casual employees) accrue ten (10) days paid personal/carer's leave for each year of continuous service with the Company in accordance with the National Employment Standards.
- (b) Personal/carer's leave accrues progressively throughout the year and accumulates from year to year.
- (c) Accumulated personal/carer's leave entitlements are not payable on termination.
- (d) Paid personal/carer's leave may be taken as either personal (sick) leave or carer's leave.
- (e) Part Time employees are entitled to personal/carer's leave on a pro rata basis.
- (f) Personal (sick) leave may be taken where an employee is not fit for work because of a personal illness, or personal injury, affecting the employee.
- (g) Carer's leave may be taken in order to allow an employee to provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of a personal illness or injury or unexpected emergency, affecting that other person.
- (h) An employee is entitled to unpaid carer's leave in accordance with the National Employment Standards.
- (i) To be entitled to take paid or unpaid personal/carer's leave employees must notify The Company as soon as reasonably practicable of the employee's inability to attend work, the nature of the injury, illness or emergency of the employee or immediate family member, the period, or expected period, of leave and provide an application for leave following their return to work from personal/carer's leave.
- (j) The Company may require an employee to provide evidence to substantiate the basis for taking personal/carer's leave, including a certificate from a registered medical practitioner or a statutory declaration. If an employee does not produce evidence that satisfies the Company

of the basis for an absence, the employee may not be paid personal/carer's leave for that absence.

- (k) If an employee is unable to attend work but does not have an accrued entitlement to personal/carer's leave:
  - (i) the employee may request to take annual leave instead of personal/carer's leave; or
  - (ii) The Company may direct the employee to take annual leave if the employee has accrued an excessive amount of annual leave.

#### **8.4 Compassionate Leave**

- (a) Employees are entitled to two (2) days of compassionate leave in accordance with the National Employment Standards and the directions and requirements of the Company on each occasion when a member of the employee's immediate family or a member of the employee's household with:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life, in order to spend time with the person; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life, in order to spend time with the person; or
  - (iii) dies.
- (b) Employees (other than casual employees) are entitled to be paid for compassionate leave.
- (c) To be entitled to take paid compassionate leave employees must notify the Company as soon as reasonably practicable of the employee's intention to take compassionate leave, and the period, or expected period, of leave and provide an application for leave following their return to work from compassionate leave.
- (d) The Company may require an employee to provide evidence to substantiate the basis for taking compassionate leave. If an employee does not produce evidence that satisfies the Company of the basis for an absence, the employee may not be paid compassionate leave for that absence.

#### **8.5 Community service leave**

An eligible employee is entitled to apply for community service leave in accordance with the Award.

#### **8.6 Parental Leave**

Eligible employees are entitled to parental leave in accordance with the National Employment Standards and the directions and requirements of the Company.

## 9 Dispute Resolution Procedure

- (a) If the Company and an employee are in dispute about any matters arising under this Agreement or in relation to the National Employment Standards, the following procedure will be followed:
- (i) *Step 1* The employee is to first raise the issue in dispute with their supervisor in writing. If the Employee feels that it is inappropriate to raise the issue with their supervisor, the Employee may instead raise the issue with their supervisor once removed in writing.
  - (ii) *Step 2* The person that the employee raises the issue with under Step 1 will provide a response to the issue in dispute within 8 rostered working days from receipt of the issue. Depending on the circumstances surrounding the issue in dispute, the first response may be a preliminary response, which will be followed with a final response at a later point.
  - (iii) *Step 3* If the person that the employee raises the issue with under Step 1 cannot resolve the issue, it may be referred in writing to the relevant Company manager or their delegate.
  - (iv) *Step 4* If discussions with the person that the employee raises the issue with under Step 3 fail to resolve the issue, it may also be referred to the Company's Chief Executive Officer or a nominated representative of the Chief Executive Officer who will meet with the employee in an attempt to resolve the issue in dispute.
- (b) An employee who is a party to a dispute may appoint a representative for the purposes of the procedures in this clause.
- (c) If the dispute has not been resolved at the completion of Steps 1, 2, 3 and 4 above, the employee concerned or the Company may refer the matter to the Fair Work Commission (**FWC**) for conciliation. FWC must not conciliate the dispute until Steps 1, 2 and 3 and 4 above have been followed. The parties will be entitled to be represented by an agent or legal representative in any conciliation process conducted by FWC.
- (d) The parties will endeavour to work through this procedure as expeditiously as possible in the circumstances. While the dispute is being resolved, an employee must continue to work in accordance with their contract of employment and this Agreement.

## 10 Termination of employment

- (a) Either the Company or an employee (other than a casual employee or an employee serving a probationary period) can terminate the employee's employment by giving four (4) weeks' notice in writing. The required notice to be given by the Company will increase by one (1) week if the employee is over 45 years old and has completed two (2) years continuous service with the Company.

- (b) The required notice for a casual employee is 1 hour.
- (c) The Company may make a payment to an employee in lieu of part or all of the required notice.
- (d) If an employee fails to work some or all of the required notice period, to the extent permitted by law the Company may deduct and retain an amount in lieu of the remaining period of required notice from any monies otherwise owing to the employee on termination.
- (e) The Company may dismiss an employee without giving the required notice for serious misconduct. In these circumstances, payments to the employee will be made up to the time of termination of employment only.
- (f) The Company can accept that an employee has terminated their employment at their own initiative by abandonment of their employment if:
  - (i) an employee is absent from work for three (3) consecutive rostered working days without notifying The Company;
  - (ii) The Company is not satisfied that there are reasonable grounds for the absence; and
  - (iii) The Company has made reasonable attempts to contact the employee or immediate family members using contact details (if any) that have previously been provided to the Company, and has documented those attempts.
- (g) Upon termination of employment, any money due by an employee to the Company will be repaid to the Company by way of a payroll deduction from any entitlement that would be paid to the employee on termination (to the extent permitted by law).

## 11 Probation

- (a) It is the practice of the Company for a probationary period of three (3) months (which may be increased if it is reasonable having regard to the nature and circumstances of employment) to apply from the date of commencement of employment for full-time and part-time employees.
- (b) Employee performance will be monitored during this probationary period and will be formally reviewed on or before the completion of the probationary period.
- (c) The employment relationship may be terminated by either party by the giving of seven (7) days' notice at any time during the probationary period. There is no obligation for either party to give reasons for terminating employment under this clause 11.

## 12 Superannuation

- (a) The Company will make superannuation contributions on behalf of employees at the rate prescribed by the *Superannuation Guarantee (Administration) Act 1992 (Cth) (SGAA)*. The employer superannuation contribution will be the required legislative amount of ordinary time earnings as defined by the SGAA.

- (b) For the avoidance of doubt, if there is any increase to the minimum rate that the Company is required to contribute to a complying superannuation fund under the SGAA, there will be no increase in an employee's annual salary.
- (c) Under the Superannuation Choice of Fund legislation, employees are entitled to choose the complying superannuation fund into which their Superannuation Guarantee contributions are paid. If employees want to exercise this choice, they must complete a Choice of Superannuation Fund - Standard Choice Form identifying their chosen fund, and return it to the payroll officer along with other documents as detailed in that form.
- (d) Any amount in excess of the maximum contribution base (unless otherwise specified by the employee) will be paid to the employee's superannuation account. If the employee's contributions exceed the concessional contribution threshold, the excess concessional contributions tax, as assessed by the Australian Taxation Office, will be applicable and payable by the employee, to these excess contributions.
- (e) The Company default superannuation fund is currently Australian Super (**the Fund**). The Fund or other Company Fund nominated in writing from time to time will be the Company default fund if an employee does not choose another eligible complying superannuation fund to receive superannuation contributions on their behalf. The Company will undertake on an as needs basis, due diligence of superfund performance and reserves the right to change superannuation providers.
- (f) The employee's choice will apply to their future Superannuation Guarantee contributions, plus any additional company contributions payable where they have elected to make personal contributions, and the amount of any personal contributions, including Additional Voluntary Contributions, they may wish to make to their chosen fund. The Company will only make superannuation contributions to one superannuation fund for each employee.

### **13 Hours of work and related matters**

#### **13.1 Hours and rosters**

- (a) An employee's days of work, start and finish times, and shift rosters will be as advised to the employee by their supervisor, or other authorised the Company officer. Applicable rosters will be provided to employees. Hours of work may be averaged over a 26 week period.
- (b) The Company may vary or change an employee's days of work, start and finish times, or shift rosters by providing 48 hours' notice. This period may be reduced where agreed to by the Company and the employee, or where operational circumstances require. The Company must consult with directly affected employees about any changes made.
- (c) However, the Company may vary or suspend any roster arrangement immediately in the case of an emergency.

### **13.2 Reasonable additional hours**

In order to perform the duties expected of them, employees may be required to work reasonable additional hours. An employee will not unreasonably refuse a direction to work reasonable additional hours.

### **13.3 Breaks**

- (a) An Employee, other than a shift worker, is entitled to an unpaid meal break of not less than 30 minutes after every 5 hours worked.
- (b) A shift worker working 10 hours or less in a shift, will be entitled to paid meal breaks totalling 20 minutes per shift.
- (c) A shift worker working for longer than 10 hours in a shift, will be entitled to paid meal breaks totalling 40 minutes per shift.
- (d) The meal break will be taken at times directed by the Company having regard to safety, operational and production requirements and so as to ensure continuity of operations.

### **13.4 Provision of transport**

The Company provides employees with transport to and from site between the point of departure designated by the Company for them. Employees are required to arrive at their designated point of departure at the times required by the Company, according to transport schedules and to comply with other requirements of the Company. If an employee is absent from work as a result of a failure to comply, this may result in disciplinary action and the employee may not be paid unless the absence is for approved leave.

### **13.5 Camp accommodation**

- (a) In consideration of an employee performing work, and being ready, willing and able to perform work, the Company will provide the employee with meals and board on site.
- (b) Employees are required to observe and comply with all rules and directions established for the camp accommodation and surrounding facilities. Failure to abide by these rules and directions may lead to disciplinary action and/or the withdrawal of an employee's camp accommodation, and in such circumstances an employee's employment may be terminated.

### **13.6 Public holidays**

- (a) The Company will recognise public holidays in accordance with the National Employment Standards as they apply to employees in Western Australia.
- (b) Employees will be required to work on public holidays that fall within 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.

### **13.7 Inability to depart from site**

If an employee is unable to leave their work location due to a weather or transport event, and this is confirmed by the Company, the employee may be requested by the Company to perform work for continuity of operations, which an employee will not unreasonably refuse.

## **14 Redundancy**

- (a) Redundancy occurs where the Company has made a definite decision that an employee's job is no longer required to be performed by anyone and that decision leads to the termination of that employee's employment. Subject to clause (b), employees will be entitled to redundancy pay in accordance with, and subject to, the National Employment Standards.
- (b) Redundancy entitlements as set out in the National Employment Standards do not arise where the Company obtains other acceptable employment for the employee (regardless of whether the employee accepts or declines the employment).

## **15 Consultation**

The Company will consult with relevant employees when a definite decision has been made by the Company about major workplace changes that are likely to have a significant effect on those employees. Employees may be represented by a person of their choice for the purposes of this consultation. The Company is not obliged to disclose confidential or commercially sensitive information in consulting with relevant employees or their representatives under this clause.

## **16 No extra claims**

The employees and the Company agree that while this Agreement is in operation, there will be no claims or bargaining in respect of any industrial matters, regardless of whether they are or are not a subject of this Agreement.

## **17 Relationship with other instruments**

While this Agreement applies to an employee no other industrial instrument, enterprise or collective agreement, award, pre-reform certified agreement, preserved state agreement or notional agreement preserving a state award will apply to the employee (to the extent permitted by law).

**Schedule 1**

<b>Group</b>	<b>Level</b>	<b>Minimum weekly rate</b>
1. Mining Industry Services Employees	Entry Level - Introductory	\$745.10
	Level 1 – Basic	\$776.90
	Level 2 – Intermediate	\$803.00
2. Mining Industry Surface Mining and Haulage Employees	Entry Level - Introductory	\$745.10
	Level 1 – Basic	\$776.90
	Level 2 – Intermediate	\$803.00
	Level 3 – Competent	\$824.50
3. Mining Industry Processing Employees	Level 4 - Advanced	\$872.90
	Entry Level - Introductory	\$745.10
	Level 1 – Basic	\$776.90
	Level 2 – Intermediate	\$803.00
4. Mining Industry Maintenance Trades Employees	Level 3 – Competent	\$824.50
	Level 4 – Advanced	\$872.90
	Level 5 – Advanced Specialist	\$923.10
	Level 6 – Dual Trade	\$993.50
	Level 7 – Dual Trade Instrument Technician	\$998.50

The above rates will increase in parity with any increases in the corresponding rates in the Award.



Signatories

Signed for and on behalf of Trades & Labour Company Pty Ltd (ABN 91 150 548 815)

[Signature]  
Signature of Authorised Person

[Signature]  
Signature of Witness

JON PATRICK PETTINGILL  
Full Name of Authorised Person

ROCHELLE JANE LONSDALE  
Full Name of Witness

DIRECTOR  
Authority to Sign

14 LOCKEPORT APP  
MADELEY WA 6065

57 CLAREMONT CRESCENT  
SWANBOURNE WA 6100  
Address of Authorised Person

Address of Witness

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

[Signature]  
Signature of Authorised Person

[Signature]  
Signature of Witness

KEVIN GRAY CHENJER  
Full Name of Authorised Person

ROCHELLE JANE LONSDALE  
Full Name of Witness

EMPLOYEE REPRESENTATIVE 14 LOCKEPORT APP  
Authority to Sign

MADELEY WA 6065  
Address of Witness

9 MOSMAN COURT  
KALLAROO, W.A. 6025  
Address of Authorised Person

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

- (1) This term applies if the employer:
  - (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*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (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 employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer 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 employer 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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (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 employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (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 employer'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*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (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 employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer 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 employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

14 April 14, 2015

**Private and Confidential**

Fair Work Commission  
11 Exhibition Street, Melbourne Victoria 3000  
GPO Box 1994, Melbourne Victoria 3001

Commissioner,

We confirm our TLM Operations Safety Net Agreement 2015 will have a nominal expiry date of four years from the date of approval by the Fair Work Commission.

We also confirm the Model Consultation Term as set out in schedule 2.3 of the Fair Work Regulations will be incorporated into the Agreement, if approved.

Please do not hesitate to contact me on (08) 6382 1150 or mobile 0422 770 701 should you have any questions whatsoever.

Yours sincerely,



Jon Pettingill

Director