



Veolia Western Australia C&I Workshop Agreement 2023

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Veolia Western Australia C&I Workshop Agreement 2023

1. Title

This enterprise agreement shall be referred to as the *Veolia Western Australia C&I Workshop Agreement 2023*.

2. Parties Bound

This Agreement is made pursuant to the Fair Work Act 2009. This Agreement binds and covers the following parties:

- a. Veolia Recycling & Recovery Pty Ltd (ACN 002 902 650) (the **Company**);
- b. Employees of the Company who are covered by the classifications set out in Schedule 1 of the agreement at:
 - i. the Perth Service Centre (116 Kurnall Road, Welshpool WA 6106);
 - ii. the Bibra Lake Service Centre (42 Howson Way, Bibra Lake WA 6163);
 - iii. the Gnangara Service Centre (25 Fellowship Road, Gnangara WA 6077);
 - iv. the Kalgoorlie Service Centre (82 Leviathan Street, Boulder WA 6432);
 - v. the Busselton Service Centre (13b Cook Street, Busselton WA 6280);
 - vi. the Geraldton Service Centre (15 Landfill Land, Narngulu WA 6532); and
 - vii. the Picton Service Centre (21-23 Giorgi Road, Picton East WA 6229).

Collectively referred to as (the **Service Centres**).

3. Operation of Agreement

- 3.1. This Agreement will commence operation 7 days after it is approved by the Fair Work Commission (**FWC**) (the **Commencement Date**) and its nominal expiry date will be 4 years after the operation date.
- 3.2. This Agreement will continue to operate after its nominal expiry date until it is terminated or replaced.

4. Definitions

“**Act**” means the *Fair Work Act 2009 (Cth)*.

“**The Agreement**” means the Veolia Western Australia C&I Workshop Agreement 2023.

“**The Award**” means the Manufacturing and Associated Industries and Occupations Award 2020.

“**The Company**” means Veolia Recycling & Recovery Pty Ltd.

“**C&I**” means Commercial and Industrial collections.

“**Employees**” means employees performing duties in connection with waste vehicles based at the Service Centres involved in the collection and sorting of municipal, commercial and

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industrial waste and engaged as per the classifications listed in **Schedule 1**.

“**FWC**” means Fair Work Commission.

“**NES**” means The National Employment Standards.

“**Service Centres**” means the Company's Perth Service Centre at 116 Kurnall Road, Welshpool WA 6106, Bibra Lake Service Centre at 42 Howson Way, Bibra Lake WA 6163, Gnangara Service Centre at 25 Fellowship Road, Gnangara WA 6077, Kalgoorlie Service Centre at 82 Leviathan Street, Boulder, WA 6432, Busselton Service Centre at 13b Cook Street, Busselton WA 6280, Geraldton Service Centre at 15 Landfill Land, Narngulu WA 6532 and Picton Service Centre at 21/23 Giorgi Road, Picton East WA 6229.

“**Severance Payment**” means a payment based on an Employee's years of service with the Company, which is made to eligible Employees in the event of redundancy and is calculated at the Employees ordinary earnings. Severance Payments are made in addition to accrued entitlements and any payment in lieu of notice which may be applicable in the case of redundancy.

“**Standard Rates**” means the minimum hourly wages prescribed in Schedule 1.

“**The Union**” means the Transport Workers Union of Australia.

“**Minimum Employment Period**” is classified as six (6) months.

5. Relation to Awards, Legislation and Other Instruments

- 5.1. This Agreement operates to the exclusion of any award and/or agreement.
- 5.2. Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement. In particular, reference to entitlements provided for in the *Fair Work Act 2009* (cth) (**FW Act**) and/or National Employment Standards (**NES**) and other legislation are:
 - 5.2.1. For information only and do not incorporate those entitlements into this Agreement; and
 - 5.2.2. Not intended as a substitute for the detailed provisions of the FW Act, the NES and other legislation.
- 5.3. For the avoidance of doubt, this Agreement will be read and interpreted in conjunction with the FW Act and/or the NES. Where there is any inconsistency between this Agreement and the FW Act and/or the NES, and the FW Act and/or the NES provides a greater benefit, the FW Act and/or the NES provision will apply to the extent of the inconsistency.

6. Recitals

The objective of the Agreement is to develop and maintain a culture of trust, consultation and co-operation with the view to achieving a significant improvement in the competitive performance of the

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Company and the work environment and conditions for the Employees.

This Agreement provides the necessary mechanisms for change through a participative and consultative process.

The measures identified for immediate implementation together with the setting of the environment for ongoing longer-term changes are crucial to achieving long-term sustainable growth while at the same time increasing job security of the Employees.

A program of continual workplace review and reform is essential and all parties are committed to co-operate and participate fully in this endeavour.

- The aim of the Agreement is to support the Company's objectives to:
- Satisfy customer needs by providing innovative and cost effective waste management solutions. In fulfilling this mission the Company will endeavour to protect the environment, provide a rewarding workplace and promote a spirit of partnership with the communities and enterprises it serves;
- Operate within flexible, responsive parameters to meet dynamic customer and market requirements;
- Develop a highly motivated, flexible and adaptable workforce;
- Continue to foster co-operation between staff in a climate of consultation not confrontation through the recognition of the needs and concerns of all;
- Remove inefficient practices and processes in all areas of operations to ensure flexibility and quality, timely and reliability of services; and
- Enhance job security.

7. Measures to Achieve Gains in Performance

The parties to the Agreement are committed to improving performance throughout the Company and recognise further that success in raising performance will only occur through consultation and co-operation.

The parties to the Agreement shall use their best endeavours to maintain positive and meaningful communication.

- The parties shall implement any agreed process of change by:
- Maintaining consultation and co-operation;
- Implementing new methods of work;
- Acquiring new skills if necessary;

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- Re-designing jobs;
- Responding and adapting to new markets; and
- Training.

The parties agree to measure and review performance and productivity regularly on an ongoing basis.

8. Technology

The parties to the Agreement agree that the Company may introduce new technology to assist in improving performance, productivity and safety that will allow the Company to maintain and enhance customer service levels. Training if necessary will be provided by the Company at the Standard Rates of pay set out in **Schedule 1**.

9. Classifications

Employees will be graded according to the classifications listed in **Schedule 1**.

10. Contract of Employment

10.1. Employees may be engaged under this Agreement as full-time, part-time, casual, or for a fixed or maximum term.

10.2. Full-time employment

A full-time Employee means an Employee who works an average of 38 ordinary hours per week over a 28 day period or eight hours per day (excluding meal breaks). Full-time Employees will be engaged on such rosters as determined by the Company from time to time.

10.3. Part-time employment

A part-time Employee is an Employee who works less than an average of the full-time ordinary hours per week and has reasonably predictable hours of work. A part-time Employee receives entitlements on a pro rata basis, (proportionate to the number of ordinary hours worked per week), equivalent pay rate and conditions to those of full-time Employees who do the same kind of work.

10.4. Maximum / Fixed Term employment

10.4.1. Maximum / Fixed Term Employees can be engaged as full time or part time.

10.4.2. Maximum / Fixed Term Employees will be engaged in accordance with the NES.

10.5. Casual employment

10.5.1. A Casual Employee is an Employee engaged to work on an hourly basis from time-to-time that work is available and offered. There is no guarantee of ongoing

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employment for a Casual Employee.

- 10.5.2. Casual Employees will be offered and/or paid a minimum of 4 hours of work on each occasion that they are offered and accept to work.
- 10.5.3. Casual Employees will be paid the applicable base Hourly Rate of Pay specified in Schedule 1, plus a 25% loading for ordinary hours of work. This loading is paid as compensation for annual leave, paid personal/carer's leave, redundancy benefits and the other paid leave entitlements that are ordinarily provided to full-time and part-time Employees.
- 10.5.4. A Casual Employee, other than an irregular Casual Employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to request to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- 10.5.5. Where the Casual Employee requested to have their employment converted, the Company will advise the Casual Employee in writing, within four weeks of the request, as to whether the Company can consent to the request. The Company shall use its reasonable endeavours to ensure the Casual Employee is provided with information about relevant terms and conditions of permanent employment under this Agreement.
- 10.5.6. Company offers for conversion from casual employment to full time or part time employment will be in accordance with the NES.

11. Probation

- 11.1. All new Employees (excluding casuals) will be subject to a six (6) month probationary period.
- 11.2. During this time the skills and capacity of the Employee will be assessed by the Company. An Employee's employment can be terminated at any time during the probationary period by either party providing one (1) weeks' notice.

12. Payments of Wages

All Employees will be paid by Electronic Funds Transfer into their nominated bank account. Wages will be paid into Employees' nominated bank account(s) weekly, on Wednesdays.

13. Wage Rates and Increases

- 13.1. The Standard Rates of pay are set out in **Schedule 1**.
- 13.2. Employees are not entitled to any additional monetary entitlements under the Award or other relevant industrial instrument including overtime, penalty rates, allowances and annual leave loading except as set out in this Agreement.
- 13.3. On the first pay period commencing on or after 12 months from the operative date of the

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Agreement, the following wage increases will apply each year thereafter:

- 2025 - 3%
- 2026 - 3%
- 2027 - 3%

14. Employee Hours of Work

- 14.1. The ordinary hours of work for full-time Employees shall not exceed an average of 38 hours per week over a 4 week period or eight hours per day (excluding meal breaks) Monday to Friday.
- 14.2. Employees rostered to work the Afternoon Shift will be paid a daily allowance. The allowance will be calculated at 0.33 (33%) of their applicable hourly Standard Rate for each afternoon shift worked.
- 14.3. Employees will be rostered to work either of the following shifts:

Shift	Days	Hours of Operation
Day Shift	Monday - Friday	7:00 am - 3:30 pm
Afternoon Shift	Monday - Friday	12:30 pm - 9:00 pm

15. Call Out Allowance

- 15.1. Workshop Employees will be rostered weekly and on call to be available for emergency breakdowns.
- 15.2. For any week that an Employee is on call, the Employee will receive, in addition to their weekly wage, an on call payment (weekly) set out below:

2024	2025	2026	2027
\$267.45	\$275.47	\$283.73	\$292.24

- 15.3. For the avoidance of doubt, the call out allowance, shall increase per the percentage increase specified in clause 13, on the first pay period commencing on or after 12 months from the operative date of the Agreement. The rates specified in clause 15.2 incorporate these increases.

16. Call Out Payment

- 16.1. Monday to Friday:
- 16.1.1. If called out to attend a breakdown and it is more than one (1) hour before the Employee's rostered start time a minimum paid four (4) hour call out at Standard Rates

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will apply.

- 16.1.2. Should it be less than one (1) hour before the Employee's rostered start time a maximum paid call out of two (2) hours at Standard Rates will apply.

16.2. Saturday, Sunday and Public Holidays

- 16.2.1. Employees who are rostered to attend any for emergency breakdowns and are called out to attend a breakdown will be paid a minimum four (4) hour call out at Standard Rates and will be provided a Company vehicle for attendance to breakdowns.
- 16.2.2. If an Employee is required to attend an emergency breakdown on a Public Holiday they will receive an additional one-off payment for attending the breakdown, as set out below:

2024	2025	2026	2027
\$92.65	\$95.43	\$98.29	\$101.24

- 16.2.3. For the avoidance of doubt, the call out payment, shall increase per the percentage increase specified in clause 13, on the first pay period commencing on or after 12 months from the operative date of the Agreement. The rates specified in clause 16.2 incorporate these increases.

17. Meal Breaks

- 17.1. Regular and overtime meal breaks are to be taken in accordance with the Manufacturing and Associated Industries and Occupations Award 2020.
- 17.2. Meal times will be taken in accordance with individual needs and operational requirements. Employees agree to be flexible when taking meal breaks.
- 17.3. Each Employee will take a meal break each day they work. Meal breaks will be of duration of no more than 30 minutes.
- 17.4. Staggered meal breaks, commencement times and periods of lunch breaks will be determined between the Company and Employees, depending on operational requirements.
- 17.5. An employee who has not received prior notification and is required to work overtime for 2 hours or more will be paid a meal allowance of \$24.00 per shift.

18. Public Holidays

- 18.1. Employees other than casual Employees, are entitled to public holidays in accordance with the NES. This means they are entitled to be absent from work on a day that is a public holiday in the place where the Employee is based for work purposes.
- 18.2. The Company may request an Employee to work on a public holiday if that request is

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reasonable.

- 18.3. Employees who are requested to work, and do work, on a public holiday will be engaged for a minimum period of four (4) hours.
- 18.4. Where an employee works on a public holiday they will be paid at 250% of the standard rate of pay.

19. Rostered Day Off (RDO)

- 19.1. RDOs apply to Full Time Employees only.
- 19.2. Full time Employees will be rostered to work 19 days over a four (4) week period and will be entitled to one RDO during this four (4) week period.
- 19.3. An RDO may be taken at a time agreed between the Employee and the Company taking into account pre-approved annual leave and operational requirements of the Company.
- 19.4. A maximum of 10 RDO's may be accumulated, after which the Company may direct the Employee to take the accumulated days.
- 19.5. The Company may require an Employee to work on an RDO due to operational requirements and substitute another day off for the RDO. An Employee may change his or her RDO by agreement with the Company with at least 48 hours' notice. If an Employee becomes unwell while on an RDO he or she will not be able to claim personal leave for the neither day nor will the Employee's personal leave entitlements be reduced.
- 19.6. An Employee will not accrue an entitlement towards an RDO if the Employee is absent on:
 - Annual leave; or
 - Leave without pay.
- 19.7. An Employee may elect to receive a payment in lieu of an RDO, calculated on Standard Rates of pay rather than taking time off.

20. Annual Leave

- 20.1. Employees, other than a casual Employee, shall be entitled to accrue an amount of paid annual leave, in accordance with the FW Act.
- 20.2. The Company may convert the annual leave entitlement in s. 87 of the Act to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time Employee entitled to four weeks annual leave, per annum).
- 20.3. The Company may direct an Employee to take up to a quarter of his or her accrued unused annual leave if the Employee has accrued an unused annual leave balance of more than eight weeks (40 days) at any time, subject to applicable law. Annual leave may be taken in such

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periods as mutually agreed between the Company and the Employee.

20.4. Unused annual leave that is accrued may be cashed out at the rate of 100% of the accrual on an annual basis under the following conditions:

- (a) Minimum of 4 weeks must remain after unused annual leave payment.
- (b) Payment will only be made at the written request of Employees.

20.5. Annual Leave Loading will be provided at 17.5%.

21. Personal Leave

21.1. Personal leave is provided for in the NES.

21.2. The Company may require an Employee to take personal leave and leave the workplace if the Company considers that the Employee is unfit to perform the Employee's duties in a proper and safe manner.

21.3. Where an employee has exhausted their personal leave entitlements, the absence will be taken as leave without pay.

22. Notice and evidence supporting claim for sick leave

22.1. The Employee must give the Company notice that the Employee is (or will be) absent from his or her employment because of a personal illness or injury of the Employee. The Company requires that notice be given prior to the commencement of the Employee's shift by telephone call (SMS text messages are not acceptable) in order to make arrangements to cover shifts for Employee absences. If notice cannot be provided prior to the commencement of the Employee's shift then the notice must be given to the Company as soon as practicable (which may be at a time before or after sick leave has started).

22.2. If required by the Company, an Employee must provide a medical certificate or statutory declaration relating to a period of sick leave which evidences that his or her non-attendance was due to personal sickness or injury necessitating such absence.

22.3. Payment for sick leave is subject to the production of a medical certificate relating to that leave period where:

- (a) An Employee is absent during the probationary period as per clause 11
- (b) An Employee is absent for two (2) or more consecutive days;
- (c) An Employee is absent for a period immediately prior to or following a public holiday;
- (d) An Employee has exhausted their paid personal leave entitlement; or
- (e) without limiting clause 21.2, requested by the company.

23. Notice and Evidence Supporting Claim for Carer's Leave

23.1. The Employee shall, wherever practicable, give the Company prior notice of an intention to take carers leave. Such prior notice must include the name of the person requiring the Employee's

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care and their relationship to the Employee, the reasons for taking carers leave and the estimated length of the absence. If it is not practicable for the Employee to give prior notice of their absence on account of carer responsibilities, the Employee shall notify the Company by telephone of such absence at the first opportunity on the first day of absence.

- 23.2. If required by the Company, an Employee must provide a medical certificate or statutory declaration relating to the illness, injury, or unexpected emergency affecting the immediate family or household member requiring the Employee's care or support.
- 23.3. Payment for carer's leave is subject to the production of a medical certificate relating to that leave period where:
- (f) An Employee is absent during the probationary period as per clause 11
 - (g) An Employee is absent for two (2) or more consecutive days;
 - (h) An Employee is absent for a period immediately prior to or following a public holiday;
 - (i) An Employee has exhausted their paid personal leave entitlement; or
 - (j) without limiting clause 22.2, requested by the company.

24. Compassionate leave

- 24.1. Subject to providing satisfactory evidence to the Company, Employees are entitled to five (5) days' paid compassionate leave and five (5) days' unpaid compassionate leave for each permissible occasion, in the following circumstances:
- For the purposes of spending time with a person who is a member of the Employee's immediate family or household who has a personal illness or injury that poses a serious threat to his or her life; or
 - After the death of a member of the Employee's immediate family or household;
- 24.2. For the purposes of this clause, the following are members of the Employee's "immediate family":
- A spouse (including a former spouse, de facto spouse or former de facto spouse) of the Employee;
 - A child (including an adopted child, stepchild, ex nuptial child or adult child) of the Employee;
 - A parent, grandparent, grandchild or sibling of the Employee; and
 - A child, parent, grandparent, grandchild or sibling of a spouse of the Employee.

25. Long Service Leave

Employees will be entitled to long service leave in accordance with the applicable legislation.

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26. Parental Leave

Employees will be entitled to parental leave in accordance with the NES and applicable legislation.

27. Community Service Leave

Employees will be entitled to community service leave in accordance with the NES and applicable legislation.

28. Family and Domestic Violence Leave

Employees will be entitled to Family and Domestic Violence leave in accordance with the NES and applicable legislation.

29. Absence from Work/Abandonment of Employment

- 29.1. If an Employee is unable to attend or perform work for any reason, the Employee must notify the Company as soon as practicable of their inability to attend work, the estimate duration of the absence and the reason for the absence. Where practicable this should occur before the commencement of the Employee's shift. Notice is to be given via telephone call (SMS text messages are not acceptable) in order to make arrangements to cover shifts for Employee absences. If notice cannot be provided prior to the commencement of the Employee's shift then the notice must be given to the Company as soon as practicable (which may be at a time before or after sick leave has started).
- 29.2. If an Employee does not attend work and has not provided notice of absence to the Company in accordance with this clause and without reasonable cause, and no authorisation has been given for them to be absent, the Employee may be subject to disciplinary action.
- 29.3. Any unauthorised absence will not count as service for the purposes of entitlement to allowances and leave accruals.
- 29.4. If an Employee has been absent from duty for a period of two (2) working days or more without prior notification or authorisation by their supervisor or without reasonable excuse, the Employee may be deemed to have abandoned their employment. The Employer will endeavour to make all reasonable contact with the Employee and their nominated next of kin before treating their employment as being abandoned.

30. Multi Skilling

It is the intention of the Company that all Employees shall be given the opportunity to achieve their full potential by acquiring a wide range of skills relevant to their employment.

Employees will have the ability, through training provided by the Company, to develop and extend their skills to operate a variety of equipment. Where resources permit, Employees shall be given the opportunity to be trained in other duties.

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Given the appropriate skills and certification, Employees will, when required, operate such other equipment as deemed necessary.

The Company may require an Employee to carry out work that he or she might not normally perform on a short or long-term basis to satisfy customer requirements or to ensure all equipment is utilised for the maximum benefit of the Company and its customers, provided that the Employee has the skills to perform the work in a proper and safe manner.

31. Loss and/or Validation of Licences and Certificate

31.1. Employees have a duty to:

- (a) provide evidence of their possession of valid licenses/certificates, as determined by the Company, on request; and
- (b) notify the Company immediately in writing of any cancellation or suspension of any such license or certificate required, as determined by the Company, in the performance of their duties.

31.2. The Company reserves the right to conduct ongoing checks as required to confirm whether Employees have a valid license for the work being performed.

31.3. The Company reserves the right to:

- (a) terminate, without notice or payment in lieu, any Employee that fails to declare such a cancellation or suspension within 48 hours of it taking effect, if such cancellation or suspension prohibits that Employee from undertaking their normal duties, unless exceptional circumstances exist; and/or
- (b) stand down without payment and/or terminate an Employee without notice or payment in lieu, who does not have, or has not maintained or does not provide evidence of their possession of valid licenses/certificates, as requested by the Company.

31.4. Without limiting any of the Company's options (including termination of employment), should either a license or certificate held by an Employee be canceled or suspended, reasonable alternate employment options for the Employee will be examined by the Company. The Company cannot guarantee comparable pay, status or hours of work provided in the Employee's current position. The Employee must cooperate with the Company to provide proof of validation of license(s)/certificates(s).

32. Company Meetings and Training

All meetings and training that the Company requires the Employees to attend will be paid at Standard Rates for Monday to Friday and time and a half for Saturdays.

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33. Disputes Settlement Procedure

The parties agree to be bound by the procedure to resolve disputes set out at **Appendix 3**.

34. Essential Services

Work will continue to be carried out for essential services during any dispute and be limited to Hospital Waste and Biosecurity Services Contracts. Employees agree to consider allowing work to continue on sensitive contracts, as determined by the Company.

35. Contractors Clause

In the event that the Company requires temporary employment services, it can do so to assist the labour resources of the Company during periods of need.

This clause does not prejudice the ability of the Company to employ or engage subcontractors as part of running the Company's business.

36. Uniform and PPE

Employees must comply with any applicable workplace health and safety policies and procedures of the Company (as amended from time to time), including (but not limited to) the wearing of PPE as required.

Uniforms will be issued free of cost on an annual basis as follows;

- Five shirts;
- Four pairs of trousers;
- One wide brim canvas hat;
- One pair of safety/sun glasses;
- Safety boots when required; and
- One bomber jacket or one jumper.

Uniforms and safety clothing and equipment remain the property of the Company at all times.

37. Housekeeping

All Employees shall keep the following clean and tidy:

- Vehicle cabin;
- Windows, lights, reflectors and mirrors; and
- Number plates.

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Employees will perform truck washing if required

38. Australian Standards Accreditation

The parties to the Agreement recognise the importance of providing the level of service required by customers, both present and future. As such, Employees give a commitment to aid and actively participate in the Company's program to gain accreditation under the relevant Australian Standards and then comply with its application.

39. Breakdown Duties

Employees will be allocated other duties during breakdown periods appropriate to their skills.

40. Light Duties

Injured Employees will be obliged to undertake light duties where available, provided all relevant occupational health and safety and workers compensation regulations are complied with, and authorised by a doctor.

41. Company Policies

The parties acknowledge the Company may introduce or amend policies and procedures as required as part of ensuring safety and welfare of Employees and to maintain the efficient operation of the Company. Any policies or procedures issued by the Company or referred to in this Agreement will not form part of this Agreement and are not binding on the Company. To the extent that a policy or procedure requires Employees to do or refrain from doing something, it constitutes a direction from the Company with which Employees must comply.

42. Fitness for Work

- 42.1. Employees must familiarise themselves and comply with the Company's Drug and Alcohol Policy, as amended from time to time.
- 42.2. It is essential for the safety and wellbeing of all personnel in the workplace that Employees are fit for the work they are engaged to do. Being 'Fit For Work' is determined by a number of factors including:
 - (a) being alert at work, in particular, being aware of the impact alcohol and other drugs (including prescription drugs) may have on an Employee's alertness at work and avoiding being at work in these circumstances.
 - (b) the physical requirements of carrying out specific tasks; and
 - (c) an Employee's capability to perform their required tasks.
- 42.3. A key part of being Fit for Work is ensuring that Employees are not affected by alcohol and other drugs whilst at work. To this end, Employees may be tested in accordance with the Company's

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Drug & Alcohol Policy and (where applicable) the Client's Fitness for Work policy.

- 42.4. Employees who test positive for drugs and/or alcohol may be subject to disciplinary action which may include termination of employment.

43. Termination of Employment

- 43.1. Except in the case of Casual Employees, the Company may terminate an Employee's employment by providing the amount of notice, or payment in lieu of notice, set out below:

Notice Period for Termination of Employment		
Length of Service	(1) Employee under 45	(2) Employee 45 or over*
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

*The Employee has worked for the Company for a minimum of a continuous two-year period

- 43.2. The amount of any payment in lieu of notice will be paid at the Standard Rates the Employee would otherwise have earned had the period been worked.
- 43.3. In case of termination due to serious misconduct, the Employee will not be entitled to notice of termination or payment in lieu of notice.
- 43.4. An Employee may resign from his or her employment by providing written notice and the amount of notice as set out in the table above or such other period as is agreed between the Employee and the Company. Wages will be paid up until the last day of the Employee's employment.
- 43.5. If an Employee does not give the Company such notice of termination, the Company may withhold an amount of money equal to the notice period required, subject to applicable law.
- 43.6. Upon request the Company will provide a written statement of service specifying the period that the Employee has worked for the Company and the classification the Employee was employed in and the type of work performed.

44. Redundancy

- 44.1. In the event that a position is redundant, and no redeployment/transfer is reasonably possible, the affected Employee will be entitled to redundancy benefits in accordance with this clause.
- 44.2. These benefits apply only to permanent Employees with more than twelve (12) months service.
- 44.3. Eligible Employees, will be provided with the amount of notice, or payment in lieu of notice, set

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out below:

Notice Period For Redundancy		
Length of Service	(1) Employee under 45	(2) Employee 45 or over
Less than 1 year*	-	-
1 year but less than 2 years	3 weeks	3 weeks
2 years but less than 3 years	3 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

**Note: notice for these Employees will be provided in accordance with Clause 48*

*** The Employee has worked for the Company for a minimum of a continuous two-year period*

- 44.4. The Company will also pay an affected Employee a Severance Payment equal to three (3) weeks' wages for each year of service, or part thereof, up to a maximum of fifty-two (52) weeks at the Employee's Standard Rate.
- 44.5. In the case of Employees with one (1) year but less than two (2) years' service, the Severance Payment will be made on the basis of four (4) weeks' wages plus accrued leave entitlements.
- 44.6. In addition to the Severance Payment, Employees will receive payment for all accrued annual leave and RDO's.
- 44.7. Accrued long service leave will be paid out in accordance with the relevant statutory entitlements.
- 44.8. The Company will engage in the Consultation Procedure set out in **Appendix 2** in relation to any significant workplace change.
- 44.9. For clarity, redundancy payments will be made at the Standard Rates of pay applicable to an Employee at the time of redundancy, excluding shift loadings, overtime, penalty rates and allowances under this Agreement.

45. Income Protection Insurance

The Company shall provide income protection insurance cover to Employees for the life of this Agreement subject to the following conditions:

- This insurance will be provided by an insurer agreed between the parties. The Company will not be required to contribute an amount greater than the equivalent of 1.57% of the gross weekly wage of the Employee covered by this Agreement towards the premium for such insurance;
- The Company will incur no responsibility whatsoever with respect to the scheme's operation including but not limited to variation in coverage and benefits. In the event of any increase in premiums occurring during the life of this Agreement the Employees authorise the Company to

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effect the appropriate deduction from their wage entitlements to accommodate the increased premiums, subject to applicable law. Employees will provide any further written direction necessary to give effect to this clause; and

- Any conditions specified by the insurer.

Employees who are not able to be covered by income protection insurance provided by the insurer (e.g. because of exclusions due to age, health etc.) will be paid an additional 1.57% of their gross weekly wage, exclusive of allowances (e.g. meal allowance) directly into their bank accounts with their weekly pay.

46. Flexibility

The Company and an Employee may agree to enter into an individual flexibility arrangement in accordance with the Act and **Appendix 1** to this Agreement.

47. No Further Claims


The Union and the Employees agree that there shall be no further wage increases for the life of the Agreement and that the increases outlined in Clause 11 compensate Employees for any other increases and/or allowances and loadings that would otherwise be payable under the Award.

This Agreement is made in full and final settlement of all claims in relation to work covered by this Agreement and the parties bound shall not make any further claims for the period up to the nominal expiry date of this Agreement. This Agreement may, however, be varied at any time during the life of this Agreement in accordance with the FW Act.

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48. Signatories

Signed on behalf of Veolia Recycling & Recovery Pty Ltd (ACN 002 902 650)


Signature on behalf of Company


BRETT PHELAN
Name of authorised person

GM ENVIRONMENTAL SVCS
Position

12/2/2024
Date

1/111 HAY STREET, WEST PERTH
Address

In the presence of:


Witness (signature)

JORDAN MICALF
Name

Signed on behalf of the Employees:


Signature of the Employee Representative

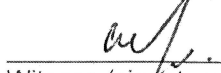
Mitch HAGGARTY
Name of authorised person

Foreman
Position

5/2/24
Date

116 Kunnell Rd Wilschke
Address

In the presence of:


Witness (signature)

ANTHONY FRISOLE
Name

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Schedule 1 – Wage Rates

At no time shall the wages drop below the Federal Minimum Wages set by FWC or the corresponding wage rates set out in the Award.

Workshop Employees (Hourly Pay Rates)				
Classifications	Year 1 1 July 2023	Year 2 2025	Year 3 2026	Year 3 2027
Workshop Foreman	\$60.51	\$62.32	\$64.19	\$66.12
Mechanic	\$56.00	\$57.68	\$59.41	\$61.19
Technician	\$56.00	\$57.68	\$59.41	\$61.19
Serviceman	\$50.40	\$51.91	\$53.47	\$55.07

Workshop Apprentice Employees (Hourly Pay Rates)				
Apprenticeship Year	Year 1 1 July 2023	Year 2 2025	Year 3 2026	Year 3 2027
1	\$28.80	\$29.66	\$30.55	\$31.47
2	\$33.60	\$34.61	\$35.65	\$36.75
3	\$38.40	\$39.55	\$40.74	\$41.96
4	\$43.20	\$44.50	\$45.83	\$47.21

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Appendix 1: Individual Flexibility Arrangements

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - b. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c. the arrangement is genuinely agreed to by the employer and employee.
2. The employer must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
3. The employer must ensure that the individual flexibility arrangement:
 - a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

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- e. states the day on which the arrangement commences.
- 4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5. The employer or employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the employer and employee agree in writing — at any time.

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Appendix 2: Consultation

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.

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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

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- 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.

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Appendix 3: Dispute Settlement

1. If a dispute relates to:
 - a. a matter arising under the agreement; or
 - b. the National Employment Standards;this term sets out procedures to settle the dispute.
2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
5. The Fair Work Commission may deal with the dispute in 2 stages:
 - a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

6. While the parties are trying to resolve the dispute using the procedures in this term:
 - a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be

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- performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.