



Veolia Perth Medical Solutions Agreement 2024

Veolia Perth Medical Solutions Agreement 2024

1. Title	4
2. Parties Bound	4
3. Operation of Agreement	4
4. Definitions	4
5. Relation to Awards, Legislation and Other Instruments	5
6. Recitals	5
7. Measures to Achieve Gains in Performance	6
8. Technology	6
9. Classifications	6
10. Contract of Employment	6
11. Probation	7
12. Wage Rates and Increases	8
13. Quarterly Bonuses	8
14. Payments of Wages	8
15. Employee Hours of Work	8
16. Break Between Shifts	9
17. Meal Breaks	9
18. Overtime	9
19. Public Holidays	10
20. Annual Leave	10
21. Personal Leave	11
22. Notice and Evidence Supporting Claim for Personal Leave	11
23. Long Service Leave	12
24. Compassionate leave	12
25. Parental Leave	12
26. Community Service Leave	13
27. Family and Domestic Violence Leave	13
30. Company Meetings and Training	14
31. Disputes Settlement Procedure	14
32. Employee Responsibility	14
33. Contractors Clause	14
34. Uniform and PPE	14
35. Multi Skilling	15
37. Company Policies	15
38. Fitness for Work	16
39. Termination of Employment	16
40. Redundancy	17
41. Flexibility	17
42. No Further Claims	17
43. Signatories	18
Schedule 1 – Wage Rates	19

Veolia Perth Medical Solutions Agreement 2024

Appendix 1: Individual Flexibility Arrangements	1
Appendix 2: Consultation	1
Appendix 3: Dispute Settlement	1
Appendix 4: Bonus Framework	1

Veolia Perth Medical Solutions Agreement 2024

1. Title

This enterprise agreement shall be referred to as the Veolia Perth Medical Solutions Agreement 2024.

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);
- b. Employees of the Company who are covered by the classifications set out in Schedule 1 of the agreement employed in the Perth Veolia Medical Solutions Facility (1 Felspar Street, Welshpool WA 6106).

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 3 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 Perth Medical Solutions Agreement 2024.

“**The Award**” means the Waste Management Award 2020.

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

“**Employees**” means Employees performing duties in connection with the processing of waste at the Medical Solutions Facility and are covered by the classifications set out in Schedule 1

“**Facility**” means the Medical Solutions Facility, 1 Felspar Street, Welshpool WA 6106.

“**FWC**” means Fair Work Commission.

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

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

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

Veolia Perth Medical Solutions Agreement 2024

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:
- i. For information only and do not incorporate those entitlements into this Agreement; and
 - ii. 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 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

Veolia Perth Medical Solutions Agreement 2024

- 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;
- 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

Veolia Perth Medical Solutions Agreement 2024

kind of work.

10.4. Maximum / Fixed Term employment

- i. Maximum / Fixed Term Employees can be engaged as full time or part time.
- ii. Maximum / Fixed Term Employees will be engaged in accordance with the NES.

10.5. Casual employment

- i. 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 employment for a Casual Employee.
- ii. 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.
- iii. 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. For the avoidance of doubt the casual loading prescribed in this clause is not all purpose.
- iv. Penalties (including public holiday penalties) and overtime for casual employees will be calculated on the ordinary hourly rate, excluding casual loading.
- v. 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.
- vi. 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.
- vii. 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. During this time the skills and capacity of the Employee will be assessed by the Company.

11.2. An Employee's employment can be terminated at any time during the probationary period by either party providing one (1) weeks' notice.

Veolia Perth Medical Solutions Agreement 2024

12. Wage Rates and Increases

- 12.1. The Standard Rates of pay are set out in **Schedule 1**.
- 12.2. 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.
- 12.3. On the first pay period commencing on or after 12 months from the Commencement Date of the Agreement, the following wage increases will apply each year thereafter:
 - Year 2 - 3%
 - Year 3 - 3%

13. Quarterly Bonuses

- 13.1. Employees will be eligible to a quarterly "Retention Bonus" of \$500 (potential total of \$2000 annually) subject to meeting the conditions set out in Appendix 4.
- 13.2. Casual Employees who have completed at least six (6) months of service will be entitled to the "Retention Bonus". The amount will be prorated based on the average number of hours worked over the applicable quarter.
- 13.3. Employees who are not employed by the Company at the time of payment will not be eligible for payment of the bonus where applicable.
- 13.4. Payment is not applicable where an employee has been terminated by the Company during that quarter.
- 13.5. Employees who have been absent from work for more than two (2) days within a quarter without providing notice at least the day before on each occasion, will be excluded from receiving the Retention Bonus for that quarter.

14. 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.

15. Employee Hours of Work

- 15.1. The ordinary hours of work shall be worked continuously (except for meal breaks).
- 15.2. The hours of work for employees are between 5:00 am and 6:00 pm.
- 15.3. The Company and Employees will work together to develop a roster to cover weekend work, All Employees understand that from time-to-time they will be required to work a weekend shift when a rostered Employee is unavailable.

Veolia Perth Medical Solutions Agreement 2024

16. Break Between Shifts

When Employees work overtime, Employees must, wherever reasonably practicable, have at least 10 consecutive hours off duty between work on successive days.

17. Meal Breaks

- 17.1. Meal times will be taken in accordance with individual needs and operational requirements. Employees agree to be flexible when taking meal breaks.
- 17.2. Each Employee will take a meal break each day they work. Meal breaks will be of duration of no more than 30 minutes and taken within five (5) hours of commencing duties.
- 17.3. Staggered meal breaks, commencement times and periods of lunch breaks will be determined between the Company and Employees, depending on operational requirements.
- 17.4. Meal allowance will be paid at the amount of \$19.17 and will be paid to Employees if they are required to work for 10.5 hours or more in a shift (for clarity, 10.5 hours excluding meal breaks).

18. Overtime

- 18.1. The nature of the work is such that an Employee shall be required to work reasonable overtime.
- 18.2. An Employee may only refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - any risk to the Employee's health and safety;
 - the Employee's personal circumstances including any family responsibilities;
 - the needs of the workplace;
 - the notice given by Veolia and by the Employee of their intention to refuse it; and
 - any other relevant matter.
- 18.3. In declining overtime, the Employee must provide reasoning as to why the request has been declined in accordance with clause 18.2.
- 18.4. Subject to the provisions in this clause and unless otherwise expressly stated elsewhere in this Agreement, all work performed in excess of or outside of Ordinary Hours shall be paid at the rate of time and one half (150%) of the ordinary rate for the first two hours and double time (200%) of the ordinary rate thereafter for all work completed Monday to Friday.
- 18.5. Work performed on Saturdays shall be paid at the rate of time and one half (150%) of the ordinary rate for the first two hours and double time (200%) of the ordinary rate thereafter.
- 18.6. Work performed on Sundays shall be paid for at the rate of 200% of the ordinary rate.
- 18.7. An Employee required to work on a Weekend (Saturday and Sunday) will be engaged for a minimum period of four (4) hours.
- 18.8. In computing overtime, each day shall stand alone, except when an Employee works overtime

Veolia Perth Medical Solutions Agreement 2024

which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work.

19. Public Holidays

- 19.1. Employees, other than casual Employees, are entitled to public holidays in accordance with the NES.
- 19.2. Employees may be requested to work on public holidays, and part-day 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.
- 19.3. If Employees work on a public holiday, other than Christmas Day and Good Friday, payment will be as follows:
 - i. Normal days' pay – 7.6 hours; and
 - ii. Public holiday penalty at time and a half (150%).
- 19.4. Payment for overtime worked on a public holiday will be at 250%. No additional payment is applicable to this overtime payment.
- 19.5. All hours worked on Christmas Day and Good Friday Public Holidays will be paid at 200% in addition to the normal day's pay.
- 19.6. All time worked by a casual employee on Good Friday and/or Christmas Day shall be paid at 325% of the ordinary hourly rate of pay, with a minimum payment of four (4) hours.
- 19.7. Where Employees are requested as part of their roster to work on a Public Holiday the Company will notify the Employee at least 4 weeks prior to the Public Holiday. This will allow a reasonable timeframe for the Employee to advise the Company of their inability to work the Public Holiday and where requested by the Company, the Employee's reason for refusing the request.
- 19.8. Where an Employee fails to notify the Company of their inability to work a Public Holiday in accordance with clause 19.5, an Employee will be required to work a Public Holiday in accordance with their roster, unless the Employee provides the Company with reasonable grounds as why the Employee cannot work the Public Holiday. When considering whether an Employee's request or refusal of a request is reasonable, the Company must consider section 114(4) of the *Fair Work Act 2009*, as amended from time to time.

20. Annual Leave

- 20.1. An Employee, 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).

Veolia Perth Medical Solutions Agreement 2024

- 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 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 Personal Leave

- 22.1. In the instance of sick leave, 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. In the first instance, 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. In the instance of carer's leave, 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 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.
- 22.3. Evidence (as defined in clause 22.4) for taking personal leave is applicable in the instances 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;

Veolia Perth Medical Solutions Agreement 2024

- (d) An Employee has exhausted their paid personal leave entitlement; or
- (e) Without limiting this clause as requested by the company.

22.4. In accordance with clause 21.3, payment for personal leave is subject to an Employee providing:

- i. a medical certificate or statutory declaration relating to a period of personal leave which evidences that his or her non-attendance was due to personal sickness or injury necessitating such absence; or
- ii. 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. Long Service Leave

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

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:

- a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury;
- a baby in their immediate family or household is stillborn;
- they have a miscarriage; or
- their current spouse or de facto partner has a miscarriage.

24.2. For the purposes of this clause, the following are members of the Employee's "immediate family":

- spouse or former spouse;
- de facto partner or former de facto partner;
- child;
- parent;
- grandparent;
- grandchild;
- sibling;
- the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner);
- step-relations (for example, step-parent and step-child);
- adoptive relations.

25. Parental Leave

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

26. Community Service Leave

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

27. Family and Domestic Violence Leave

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

28. Absence from Work/Abandonment of Employment

- 28.1. 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 estimated duration of the absence and the reason for the absence. Where practicable this should occur before the commencement of the Employee's shift and in accordance with the relevant leave clause. 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).
- 28.2. 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.
- 28.3. Any unauthorised absence will not count as service for the purposes of entitlement to allowances and leave accruals.
- 28.4. 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. Veolia will endeavour to make all reasonable contact with the Employee and their nominated next of kin before treating their employment as being abandoned.
- 28.5. Should an Employee deemed to have abandoned their employment in accordance with this clause, the Employee shall receive the relevant benefits of s117 of the FW Act.

29. Loss and/or Validation of Licences and Certificate

- 29.1. 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 licence or certificate required, as determined by the Company, in the performance of their duties.
- 29.2. The Company reserves the right to conduct ongoing checks as required to confirm whether

Veolia Perth Medical Solutions Agreement 2024

Employees have a valid licence for the work being performed.

29.3. 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 licences/certificates, as requested by the Company.

29.4. Without limiting any of the Company's options (including termination of employment), should either a licence 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).

30. 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. This time does not constitute ordinary hours.

31. Disputes Settlement Procedure

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

32. Employee Responsibility

Drivers shall identify and report back on prospective customers, bin changes, heavy bins, inappropriate systems and bins, access problems, service difficulties etc. to be followed up and actioned.

If a driver is prevented from doing a service, he/she shall notify the dispatcher as soon as possible.

33. 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 sub-contractors or owner drivers as part of running the Company's business.

34. Uniform and PPE

Employees shall follow safety policies and procedures at all times.

Veolia Perth Medical Solutions Agreement 2024

Employees shall wear and use correct uniform and Personal Protective Equipment (PPE) at all times.

Uniforms will be issued free of cost upon the completion of their probationary period and replaced as required when damaged or worn out in the normal course of employment, provided that the damaged/worn out item is returned to the Company (limit of two (2) complete sets per 12 month period).

Employees classified as "Operators" will have their uniforms laundered by the on-site service, all other Employees will be responsible for the laundering and cleanliness of their uniform.

Uniform entitlements include:

- Shirts;
- Pants;
- Safety Boots;
- Raincoat; and
- Full PPE.

35. Multi Skilling

35.1. 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.

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

35.2. 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.

36. 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.

37. 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.

Veolia Perth Medical Solutions Agreement 2024

38. Fitness for Work

- 38.1. Employees must familiarise themselves and comply with the Company’s Drug and Alcohol Policy, as amended from time to time.
- 38.2. 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.
- 38.3. 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 Drug & Alcohol Policy and (where applicable) the Client’s Fitness for Work policy.
- 38.4. Employees who test positive for drugs and/or alcohol may be subject to disciplinary action which may include termination of employment.

39. Termination of Employment

- 39.1. 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.*

- 39.2. 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.
- 39.3. In case of termination due to serious misconduct, the Employee will not be entitled to notice of termination or payment in lieu of notice.
- 39.4. 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

Veolia Perth Medical Solutions Agreement 2024

Employee and the Company. Wages will be paid up until the last day of the Employee's employment.

- 39.5. 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.

40. Redundancy

- 40.1. In the event that a position at a Facility is redundant, and no redeployment/transfer is reasonably possible, the affected Employee will be entitled to redundancy benefits in accordance with this clause.
- 40.2. These benefits apply only to permanent Employees with more than 12 months service.
- 40.3. Redundancy payments will be made in accordance with the NES and the Act.
- 40.4. For the avoidance of doubt, redundancy payments will be made at the Standard Rates of pay applicable, excluding shift loadings, overtime, penalty rates, bonuses and allowances under this Agreement at the time of the redundancy.

41. 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.

42. 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 12 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.

Veolia Perth Medical Solutions Agreement 2024

43. Signatories

Signed on behalf of the Company



Signature on behalf of the Company

ADAM NAFRANEC

Full name of authorised person

MANAGER

Position

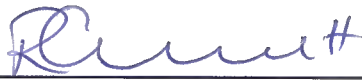
08/08/24

Date

1 FELSPAR ST, WELSH POOL, WA 6106

Address (Street, Suburb, State, Postcode)

In the presence of:



Witness (signature)

Ruth Emmett

Name

Signed on behalf of the Employees:



Signature of the Employee Representative

Rob Haggard

Full name of authorised person

DRIVER

Position

8-8-2024

Date

1 FELSPAR ST, WELSH POOL, WA, 6106

Address (Street, Suburb, State, Postcode)

In the presence of:



Witness (signature)

Ruth Emmett

Name

Veolia Perth Medical Solutions Agreement 2024

Schedule 1 – Wage Rates

At no time shall the rates of pay drop below the Federal Minimum Wages set by the FWC or the corresponding wage rates set out in the Award. Pay rates are effective from the first full pay of each anniversary of the Commencement Date.

Level	Position	Description	Year 1	Year 2	Year 3
1	General Hand	An employee performing bin washing, lining, medical waste recycling and general labouring duties throughout the facility.	\$31.00	\$31.93	\$32.89
2	Driver - Van	Driver of Clinical Waste Van to service customers, deliver empty containers and collect waste.	\$32.43	\$33.40	\$34.40
3	Driver - Truck	Driver of Clinical Waste Truck to service customer, deliver empty containers and collect waste.	\$32.84	\$33.83	\$34.84
4	Plant Operator – In Training	Operator in training to operate the medical waste processing plant	\$33.95	\$34.96	\$36.01
5	Plant Operator - Medical Waste Processing Plant	Operator who has successfully completed the training and has been assessed to be able to operate the medical waste processing plant	\$37.11	\$38.22	\$39.37
6	Leading Hand	Employee who supervises other Employees and is trained in all plant operations.	\$37.75	\$38.88	\$40.05

Veolia Perth Medical Solutions Agreement 2024

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
 - e. states the day on which the arrangement commences.

Veolia Perth Medical Solutions Agreement 2024

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.

Veolia Perth Medical Solutions Agreement 2024

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.

Veolia Perth Medical Solutions Agreement 2024

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

Veolia Perth Medical Solutions Agreement 2024

- 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.

Veolia Perth Medical Solutions Agreement 2024

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

Veolia Perth Medical Solutions Agreement 2024

- to be 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.

Veolia Perth Medical Solutions Agreement 2024

Appendix 4: Bonus Framework

1. The Bonus Period will commence on the first day of the calendar month in each quarter and will end on the last day of the month in that particular quarter.
2. Yearly quarters:
 - a. 1 January to 31 March;
 - b. 1 April to 30 June;
 - c. 1 July to 30 September; and
 - d. 1 October to 31 December.
3. The Bonus commences from the first day of the month following the operative date of the agreement.
4. To be eligible for the Bonus, individual Employee performance will be monitored by the Company. An Employee must meet the following criteria in order to receive the Bonus:
 - a. Having no at fault accidents or incidents during the Bonus Period.
 - b. Having no fatigue break breaches recorded for the Bonus Period.
 - c. The Employee does not breach a Veolia Life Saving rule or a road law during the Bonus Period.
 - d. Employee has kept following to a clean and tidy condition:
 - i. Vehicle cabin;
 - ii. Windows, lights, reflectors and mirrors; and
 - iii. Number plates.
 - e. An Employee will not receive the Performance Bonus for a period of six months if they are involved in an at fault accident-causing damage to a Company vehicle, or any other vehicle, property or person.
 - f. An Employee will not receive the bonus for the quarter where more than 2 unscheduled personal leave days are taken within that quarter without providing notice in accordance with clause 22 of this Agreement.
 - g. An Employee will not receive the bonus for the quarter where they are not employed by the Company at the time of bonus payment.