

## 1. TITLE

This Agreement will be known as the Cleanaway Liquid & Technical Services Kooragang Island Drivers & Plant Operators Enterprise Agreement 2024 (the Agreement) and is made pursuant to the Fair Work Act 2009 (Cth) (the FW Act).

## 2. COMMENCEMENT AND PERIOD OF OPERATION

2.1. This Agreement comes into operation on the later of:

- a) 1 September 2024; or
- b) seven (7) days after it has been approved by the Fair Work Commission (**the FWC**) which ever occurs.

2.2. The nominal expiry date for this Agreement is 31 August 2028. However, this Agreement shall continue to operate until such time that it is replaced or terminated by approval in accordance with the FW Act.

## 3. APPLICATION & COVERAGE

3.1. This Agreement shall cover and apply to:

- a) Cleanaway Operations Pty Ltd (the '**Company**') and
- b) Employees of the Company employed in the classifications contained in this Agreement who perform waste management services, including the collection, transportation, handling, recycling and disposal of any waste material and related services at Kooragang Island, NSW; (the '**Employees**') and
- c) the Australian Workers' Union, (Newcastle) (the '**Union**').

## 4. AGREEMENT STANDS ALONE AND NO EXTRA CLAIMS

4.1. This Agreement stands alone. All other agreements and Awards are excluded from having any application to an Employee while performing the works covered by this Agreement.

4.2. The Employee covered by this Agreement undertakes that they will not make any further claims or seek to bargain in respect of any permitted matters (as defined by section 172(1) of the FW Act) before the nominal expiry date of this Agreement, irrespective of whether the matters are subject of this Agreement.

4.3. The Employee will not engage in any industrial action in support of, or for the purpose of advancing any further claims or extra claims.

## 5. NATIONAL EMPLOYMENT STANDARDS

5.1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 6. BETTER OFF OVERALL

- 6.1. Employees covered by this Agreement shall enjoy the terms and conditions of employment which, when taken overall, result in the Employees being better off overall than the terms and conditions of employment that would otherwise apply under the relevant Award.

## 7. INTERPRETATION AND DEFINITIONS

- a) **Agreement** means, Cleanaway Liquid & Technical Services Kooragang Island Drivers & Plant Operators Enterprise Agreement 2021
  - b) **Award** means, the Waste Management Award 2020.
  - c) **Base Rate of Pay** is given the meaning pursuant to section 16 of the FW Act.
  - d) **Casual Employee** is given its meaning pursuant to section 15A of the FW Act.
  - e) **Company** means, Cleanaway Operations Pty Ltd (ABN 40 010 745 383) of Level 4, 441 St Kilda Rd, Melbourne, Victoria, 3004.
  - f) **Continuous service** is given its meaning pursuant to section 22 of the FW Act.
  - g) **Employee or Employees** has the meaning given in clause 3.1(b) of the Agreement.
  - h) **Fatigue Management Regulations** means the Fatigue Management Regulations determined by the National Transport Commission (NTC).
  - i) **FW Act** means the *Fair Work Act 2009* (Cth).
  - j) **Full rate of pay** is given the meaning pursuant to section 18 of the FW Act.
  - k) **Immediate family** means a spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an Employee, or a child, parent, grandparent, grandchild or sibling of an Employee's spouse or de facto partner. It includes step-relations as well as adoptive relations.
  - l) **NES** means the National Employment Standards under the FW Act.
  - m) **Ordinary Time Earnings** has the same meaning given by section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
  - n) **Ordinary Hours of Work** is given its meaning pursuant to clause 21.1 of this Agreement.
  - o) **Serious Misconduct** has the meaning given in regulation 1.07 of the *Fair Work Regulations 2009* (Cth).
  - p) **Shiftworker** means a 7-day worker who is regularly rostered by the Company to work on Sundays and public holidays (being at least 34 Sundays and 6 public holidays) and works in a work group in which shifts are continuously rostered 24 hours a day for 7 days a week.
  - q) **Site** means the location where the Company operates its business.
  - r) **Union or Unions** means the Australian Workers Union
- 7.2. Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

## 8. ACCESS TO THIS AGREEMENT AND THE NES

- 8.1.1 The Company will make copies of this Agreement and the NES accessible to Employees by either placing a copy on a noticeboard at or near the workplace or providing access through electronic means or by other reasonable means.

## 9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

### 9.1. Consultation About Major Workplace Change

- 9.1.1 If the Company makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company must:
- a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
  - b) discuss with affected employees and their representatives (if any):
    - the introduction of the changes; and
    - their likely effect on employees; and
    - measures to avoid or reduce the adverse effects of the changes on employees; and
  - c) commence discussions as soon as practicable after a definite decision has been made.
- 9.1.2 For the purposes of the discussion under clause 9.1.1(b), the Company must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- a) their nature; and
  - b) their expected effect on employees; and
  - c) any other matters likely to affect employees.
- 9.1.3 Clause 9.1.2 does not require the Company to disclose any confidential information if its disclosure would be contrary to the Company's interests.
- 9.1.4 The Company must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 9.1.1(b).
- 9.1.5 In clause 9.1, significant effects, on employees, includes any of the following:
- a) termination of employment; or
  - b) major changes in the composition, operation or size of the workforce or in the skills required; or
  - c) loss of, or reduction in, job or promotion opportunities; or
  - d) loss of, or reduction in, job tenure; or
  - e) alteration of hours of work; or
  - f) the need for employees to be retrained or transferred to other work or locations; or
  - g) job restructuring.

- 9.1.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 9.1.5, such alteration is taken not to have significant effect.
- 9.2. Consultation About Changes to Rosters or Hours of Work
- 9.2.1 This clause 9.2 applies if the Company proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 9.2.2 The Company must consult with any employees affected by the proposed change and their representatives (if any).
- 9.2.3 For the purpose of the consultation, the Company must:
- a) provide to the employees and representatives mentioned in clause 9.2.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 9.2.4 The Company must consider any views given under clause 9.2.3(b)
- 9.2.5 This clause 9.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

## 10. DISPUTE RESOLUTION

- 10.1. In the event of a dispute about a matter arising under this Agreement or in relation to the NES, the following sets out the procedure to settle the dispute.
- 10.1.1 Step 1: The Employee must raise the workplace grievance or dispute to the relevant manager such as site manager or Branch manager. In raising the grievance or dispute the employee must be advised of the particulars of the grievance or dispute, the parties to the grievance or dispute and the relevant Agreement term(s) pertaining to the grievance or dispute. It is preferred that the matter be raised in writing.
- 10.1.2 Step 2: The parties to the workplace grievance or dispute will then attempt to resolve the grievance or dispute at the workplace level by discussing the matter in question between the Employee(s) concerned and the relevant supervisor or the site manager (or project manager).
- 10.1.3 Step 3: If the discussions at Step 2 do not resolve the grievance or dispute to the satisfaction of all parties involved, then the parties will endeavour to resolve the dispute in a timely manner by discussing the matter between the Employee(s) concerned and the Operations Manager or the General Manager as deemed appropriate by the Company.
- 10.1.4 Step 4: If the dispute is unable to be resolved at the workplace to the satisfaction of any party involved and Steps 2 and 3 have been undertaken, then the Employee(s) concerned will provide the Company with written notice detailing:
- a) the full matter in dispute;

- b) the facts in dispute; and
  - c) the resolution sought.
- 10.1.5 The Company will provide the Employee with a written response as soon as reasonably practicable in the circumstances.
- 10.1.6 Step 5: If the dispute is unable to be resolved at the workplace level and Step 4 has been undertaken, a party to the dispute may refer the matter to FWC. The FWC may attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- 10.1.7 If the dispute is not resolved by conciliation, then the dispute may be arbitrated by the FWC as permitted by the FW Act.
- a) The party intending to refer the dispute to the FWC must first provide the other party with written notice of its intention to refer the dispute to the FWC.
  - b) The Company and an Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause 10.
- 10.2. While the dispute resolution procedure is being followed, work must continue in accordance with this Agreement and the FW Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Company to perform work, which is safe and appropriate for the Employee to perform, whether at the same or another workplace.
- 10.3. To avoid doubt, this clause 10 does not cover disputes about whether or not the Company had reasonable business grounds under sections 65A(3)(d) or 76A(3)(d) of the FW Act.
- 10.4. The dispute resolution procedure stops operating on the cessation of an Employee's employment and any dispute resolution procedure that had commenced lapses, including any matter referred to the FWC.

## 11. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 11.1. In order to meet the parties' genuine needs, the Company and an Employee must genuinely agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this Agreement in relation to one or more of the following matters:
- a) arrangements about when work is performed;
  - b) overtime rates;
  - c) penalty rates;
  - d) allowances; and
  - e) leave loading.
- 11.2. The Company must ensure that the terms of the IFA:
- a) are about permitted matters under s.172 of the FW Act;
  - b) are not unlawful terms under s.194 of the FW Act; and
  - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 11.3. The Company must ensure that the IFA:
- a) is in writing;
  - b) includes the name of the Company and the Employee;
  - c) is signed by the Company and the Employee; and
  - d) if the Employee is under 18 years of age, the IFA is signed by the Company, the Employee, and a parent or guardian of the Employee;
  - e) includes details of:
    - i) the terms of this Agreement that will be varied by the IFA;
    - ii) how the IFA will vary the effect of the terms;
    - 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 IFA; and
  - f) state the day on which the IFA commences.
- 11.4. The Company must give the Employee a copy of the IFA within 14 days after it is agreed to.
- 11.5. The Company or Employee may terminate the IFA:
- a) by giving no more than 28 days written notice to the other party to the IFA; or
  - b) at any time if the Company and Employee agree in writing.

## **12. EMPLOYEE DUTIES**

- 12.1. Employees are required to comply with all lawful and reasonable instructions as directed by the Company from time to time.
- 12.2. From their commencement date, all Employees are required to undergo and successfully complete an induction as directed by the Company, and where required, the Client of the Company prior to the Employee performing any of their duties at the Site.
- 12.3. Employees shall be required to work up to the completion of rostered ordinary hours each day.
- 12.4. All work is to be performed to the satisfaction of, and in line with Contract requirements. The permanent Driver workgroup will assist each other to ensure the completion of the collection rounds allocated each day including vehicle breakdowns.
- 12.5. Employees are required to complete all necessary documentation.
- 12.6. Driver Employees will wash vehicles where required and clean the interior of the vehicle on a daily basis unless otherwise directed by the Company.
- 12.7. The parties recognise the need for the implementation of new technology to allow the business to remain competitive and expand. The implementation of new technology shall be approached in a consultative manner with appropriate training supplied by the Company.

### **13. PROBATION**

- 13.1. The first six (6) months of employment with the Company will be a probationary period, excluding Casual Employees.
- 13.2. The probationary period permits the Company to monitor and assess the Employee's performance, attitude and commitment to working in a team, and for the Employee to assess whether they enjoy the job and work environment. The Company may at its discretion waive the requirement to serve a probationary period.
- 13.3. During the probationary period, the Employee's employment may be terminated with one (1) weeks' notice or by payment in lieu of notice.

### **14. TYPES OF EMPLOYMENT**

- 14.1. Employees under this Agreement will be employed in one (1) of the following categories:

- a) full-time;
- b) part-time;
- c) casual;

- 14.1.2 At the time of engagement, the Company will inform each Employee of the terms of their engagement and whether they are to be full-time, part-time or casual.

#### **14.2. Full Time Employment**

- 14.2.1 A full-time Employee is an Employee who is engaged to work an average of 38 ordinary hours per week.

- 14.2.2 A full time Employee shall be engaged is either a four (4) day or five (5) day a week employee;

#### **14.3. Part Time Employment**

- 14.3.1 A part-time Employee is an employee who:

- a) works less than an average of 38 ordinary hours per week; and
- b) receives, on a pro rata basis (proportionate to the numbers of hours worked per week), equivalent pay and conditions to full-time Employee who do the same kind of work.

- 14.3.2 A part time Employee will be roster for a minimum of four (4) consecutive hours on any given shift.

- 14.3.3 At the time of engagement, the Company and the part-time Employee will agree, in writing, on the employee's ordinary hours of work as well as the regular pattern of work.

- 14.3.4 An employee may agree, from time to time, to vary their ordinary hours of work, or the pattern of work. Any agreement must be in writing. The variation maybe on a one off, temporary or on going basis. Variation on a one-off basis may be include in writing via a signed roster or signed timesheet.

14.3.5 All time worked outside or in excess of the agreed part-time hours, including any agreed variations, will be overtime and paid for at rates prescribed in clause 21

#### 14.4. **Casual Employment**

14.4.1 A Casual Employee:

- a) will be paid a casual loading of 25% which will compensate the Casual Employee for not receiving the following permanent entitlements: annual leave, paid notice of termination, redundancy pay, paid personal / carers leave, payment for been absent on a public holiday; paid compassionate leave, and any other paid entitlement permitted by law.
- b) is entitled to a minimum payment for four (4) hours work for each shift;
- c) can elect to accept or reject the offer to work at the time the work is offered.
- d) will work as required and according to Cleanaway's or its Client's operational requirements.

14.4.2 The Company must give the casual employee an indication of the likely number of hours which the employee will be required

14.4.3 Notwithstanding 14.4.2, each engagement of a casual employee stands alone, and does not represent any firm or advance commitment to continuing work

### 15. **CONVERSION TO FULL-TIME OR PART-TIME EMPLOYMENT**

Division 4A of FW Act prescribes the process and obligations of the parties in respect to conversion to Full Time or Part Time employment

### 16. **CLASSIFICATIONS STRUCTURE**

#### 16.1. **Classifications**

16.1.1 Employees will be employed in a classification shown in this Agreement. With Employee and Employer agreeance Employees may be required by the Company to work in another classification within this Agreement or undertake other reasonable duties within the limits of their competence.

16.1.2 The parties acknowledge that flexibility and focus on improved productivity, reduced operational costs and increased efficiency are paramount in the implementation and operation of this Agreement.

16.1.3 Employees will be classified by the Company in one (1) of the classifications in the below table according to the duties that they are required by the Company to perform. Each progressively higher level requires the possession of greater skills, experience, qualifications and capacity to work without supervision than the preceding level.

#### 16.2. **Operation Classifications**

16.2.1 A Level 1 Operator:

- a) works under the supervision of a Level 3 or Level 4 Operator.



- b) Maybe participating in training in the operations of the relevant process on site
- c) Is not competent in a sufficient area of operation to be classified as a level 2 operator

16.2.2 A level 2 Operator must hold a High Risk Fork Lift Licence and has been assessed as competent to perform the following:

- a) Treatment Plant Operations (Oily water, AF Plant)
- b) Packaged Waste Operations (loading/unloading/sorting/labelling)
- c) Fixation Operations.
- d) Centrifuge operations.

16.2.3 A level 3 Operator, in addition to the requirements for Level 2 must hold a First Aid Certificate and be a qualified Fire Warden and be assessed as competent to perform the following:

- a) Operate Front End Loader
- b) Lead Treatment Plant Operations (Oily water, AF Plant)
- c) Lead Packaged Waste Operations (loading/unloading/sorting/labelling)
- d) Lead Fixation Operations
- e) Lead Start Up/Shut Down of site
- f) train lower level operators

16.2.4 A Level 4 Operator shall be appointed by the Company and in addition to the requirements for a Level 3 be assessed as competent in the following area of operation, where they are present on site:

- a) Acid/Alkali Batching
- b) ANE Processing
- c) Confined space/working at heights trained.
- d) SSAN Certified
- e) Chrome processing
- f) Flammable plant operations

16.2.5 Operations Team Leader

The Operations Team Leader shall be by appointment. The Operations Team Leader responsible for overseeing the daily yard operations. Responsibilities will include, but not be limited to:

- Health and Safety, such as daily Health and Safety meetings, SLAMs, issuing permits to work, identification and notification of maintenance issues;
- Ensuring relevant policies and procedures are followed by operators,
- Supervision of operators including escalating where appropriate any issues related to operator, training, performance or conduct to the Operations Supervisor
- General Housekeeping and administrative tasks as required

16.2.6 Transition to new structure - Operators

- a) Employees engaged at the commencement of this agreement will be classified, and paid, according to the following table.

Classification under previous Agreement	New Classification
Operator Level 1	Operator Level 2
Operator Level 2	Operator Level 3
Team Leader	Team Leader

- b) Where the employee does not have all the competencies to meet the relevant classification then an appropriate training and development plan will be put in place to ensure the employee has the required competencies within a reasonable period of time.
- c) Employees will be reclassified to a higher level based on competencies achieved in line with business requirements

**16.3. Driver/Transport Classifications**

16.3.1 A Level 1 Driver holds and is required to use a HR licence.

16.3.2 A Level 2 Driver either:

- a) Holds, HR licence and either
  - i) holds a Dangerous Goods license and is required by the Company to use a Dangerous Goods licence; or
  - ii) as completed an Order 43 Medical and is inducted to complete work at multiple mine sites; or
- b) Holds and is required to use a HC licence.

16.3.3 A Level 3 Driver either:

- a) Holds, HC license and either:
  - i) holds and is required by the Company to use a Dangerous Goods License; or
  - ii) Has completed an Order 43 Medical and is inducted to complete work at multiple mine sites;
- b) Holds and is required to use a MC license.

16.3.4 A Level 4 Driver Holds, MC license and holds and is required by the Company to use a Dangerous Goods license.

16.3.5 Driver/Transport Team Leader

16.4. The Driver/Transport Team Leader shall be by appointment. The Team Leader responsible for overseeing the daily yard operations. Responsibilities will include, but not be limited to:

- a) Health and Safety such as: Prestart and post shift meeting, SLAMS, SWMS, equipment audits and inspections, fatigue management;
- b) Ensuring relevant policies and procedures are followed by drivers

- c) Overseeing driver work performance escalating where appropriate any issues related to operator, training, performance or conduct to the Operations Supervisor
- d) General Housekeeping and administrative tasks as required

#### 16.4.2 Implementation of New Structure - Drivers

- a) Employees engaged at the commencement of this agreement will be classified, and paid, on the same classification as they were under the previous agreement.
- b) Where the employee does not have all the competencies to meet the relevant classification an appropriate training and development plan will be put in place to ensure the employee has the required competencies within a reasonable period of time.
- c) Employees will be reclassified to a higher level based on competencies achieved in line with business requirements

#### 16.5. Training

16.5.1 Employees shall participate in training as required by the company in line with the inherent requirement of their role and assist in the training of other Employees as and when necessary or as required by the Company.

## 17. BASE RATE OF PAY

#### 17.1. Rates of Pay

17.1.1 The Base Rate of Pay must be paid the following hourly as set out in Table 1 of Appendix B shall come into operation from the first pay period on or after the date this Agreement comes into operation.

17.1.2 Wage rates will be subsequently adjusted on the first pay period on or after the dates indicate and to amounts indicated in Table 1 of Appendix B

17.1.3 In the event that an Employee is paid an additional amount above the applicable Base Rate of Pay or Allowance any increase may be absorbed into this additional amount.

17.1.4 To avoid any doubt, the percentage wage increase does not apply to incentive-based payments or bonuses, loadings, or any other separately identifiable amounts.

#### 17.2. Higher Duties

17.2.1 Where the employee is required to perform duties at a higher classification level, the employee shall be paid at that higher classification:-

- a) if the work performed is of 2 hours or less, for the time actually worked;
- b) if the work performed is of greater than 2 hours, for the employee's entire shift for that day.

17.2.2 Where the employee is required to perform duties at a lower classification level, no deduction in pay shall be made.

## 18. PAYMENT OF WAGES

- 18.1. Except on termination of employment, the Company will pay wages on a weekly basis (or another basis, less frequently than monthly, introduced by giving a month of notice) by electronic funds transfer into the Employee's nominated bank account, without cost to the Employee.
- 18.2. All earnings, including overtime, must be paid by the end of the week following the week in which they accrue.

## 19. ALLOWANCES

### 19.1. First Aid Allowance

- 19.1.1 An employee appointed by the Company to perform first aid must be paid a daily allowance as specified in item 1 in table 2 in Appendix B.

### 19.2. Meal Allowance

- 19.2.1 For the purposes of clause 24.2 the prescribed meal allowance as specified in item 2 in table 2 in Appendix B

### 19.3. Transport Allowance

- 19.3.1 An employee required to commence duty before 4.00 am is entitled to a transport allowance as specified item 3 in table 2 in Appendix B. unless the Company provides transport. Employees who take this allowance will not be paid the early morning shift allowance as per clause 30.3(a).

### 19.4. Living away from home allowance

- 19.4.1 Living Away Allowance applies to work which is defined as work away from the employee's usual base of employment where the employee is required to stay away for one or more nights.

- 19.4.2 Accommodation and meals will be provided with the:

- a) Company to supply accommodation and three (3) meals per day, In the event that if meals cannot be or are not provided, the Company pay an allowance item 4 in table 2 in Appendix B per night to cover costs related to the expenses for food; and
- b) Employee to receive item 4 in table 2 in Appendix B per night as an allowance to cover any out of pocket expenses not covered by the terms of subclause (a) All mini bar expenses are to be paid for by individual personnel and will be not be reimbursed.

### 19.5. Confined Space Allowance

- 19.5.1 An employee working in a confined space will be paid a flat allowance as specified in item 5 in the table 2 in Appendix B. per shift.

**19.6. Assessor Allowance**

19.6.1 An employee trained and appointed by the Employer to conduct verification of competency (VOC) assessments for the Company to verify employees, will be paid a flat allowance as specified item 6 in table 2 in Appendix B per shift when requested by the Employer to carry out the VOC assessments.

**19.7. Stand by allowance**

19.7.1 Employees directed by the Company to hold themselves in readiness for work after their ordinary hours of work are to be paid at the relevant Base Rate of Pay in line with the Waste Management Award 2020 rates for the period they are directed by the Company to remain on standby

**20. HOURS OF WORK AND RELATED MATTERS**

**20.1. Ordinary Hours of Work**

20.1.1 An employee's agreed ordinary hours of work, may be averaged over a period of not more than four (4) week so as to meet the ongoing operational requirements of the business.

20.1.2 An employee's ordinary hours of work may be rostered so that they employee will work an average of 38 hours a week over an agreed period of up to four (4). The Company will consult with impacted employees in accordance with the consultation clause where it is proposed that such a roster is to be implemented.

**20.2. Spread of Hours**

20.2.1 The spread of ordinary hours of work will be 4.00am to 5.30 pm on any day Monday to Friday.

20.2.2 For public holidays only, the spread of hours (i.e. 4.00 a.m. to 5.30 p.m. may be altered be up to one hour at either end of the spread, by agreement between the Company and the majority of employees concerned or in appropriate circumstances, between the Company and an individual employee.

20.2.3 The maximum ordinary hours of work will not exceed 9.5 hours in any one day, however employees:

- a) employed to work 5 days a week shall normally be rostered to work eight (8) ordinary hours per day; and
- b) employed to work 4 days a week shall normally be rostered to work 9.5 ordinary hours per day; and

**20.3. Rostering of Start and Finish Times**

20.3.1 A roster will be prepared by the Company and will be posted in a conspicuous place and will be readily accessible to the Employees concerned. The roster will clearly show the Employee's shift commencement and finishing times against each Employee's name.

20.3.2 Where the Company desires to vary or change the regular starting time of an employee the Company shall consult with the employee(s) concerned in accordance with Clause 9

Consultation of Change. The employee will be provided with one week's notice of such variation or change. To avoid confusion this clause relates to a permanent change to an employee's regular start time, which does not include day to day changes that may occur from time to time.

## 20.4. Minimum Break Between Shifts

20.4.1 The roster for all Employees, other than casual Employees, will provide for a minimum 10-hour break between the finish of ordinary hours of work on one (1) day and the commencement of ordinary hours of work on the following day.

20.4.2 Where the Company requires the Employee to resume or continue work without having enjoyed a minimum 10-hour break, the Employee shall be paid at 200% of the Employees Base Rate of Pay until released from duty. The Employee is then entitled to be absent from work until the 10-hour break has expired, without loss of pay for the Employees ordinary rostered hours of work during such absence.

## 21. ROSTER DAYS OFF (RDO)

### 21.1. Providing for an RDO

21.1.1 Full time Employees will accrue 0.4 hours towards their RDO balance for every eight (8) ordinary hours worked. Employees work an average of eight (8) ordinary hours each day. 0.4 hours will accrue towards payment RDO.

21.1.2 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a mutually agreed time, subject to reasonable notice by either the employee or employer.

21.1.3 Alternatively, an employee may elect, with the consent of the employer to take rostered days off as they accrue

### 21.2. Taking of RDOs

21.2.1 The Company and Employees will agree the timing of taking RDOs at a time that meets the operational requirements of the business and an Employees' personal circumstances.

21.2.2 The Company may require an Employee to forgo and work a RDO due to the operational requirements of the business by providing the Employee no less than 48 hrs notice.

21.2.3 Where an Employee is required to forgo and work the RDO, the Company and the Employee may agree to:

- a) substituting the forgone RDO for an alternate day off; or
- b) swapping the rostered RDO with another Employee; conditional to the Employees working arrangements being substantially the same and no additional cost is incurred by the Company.

## 21.3. Accrual and Banking of RDOs

- 21.3.1 If an Employee is required to forgo an RDO, the Company may agree to the banking of the Employee's RDO hours. Such hours will be accrued and banked at 7.6 hours ordinary hours at the Employee's base rate of pay.
- 21.3.2 Unless otherwise agreed an Employee may bank up to twelve rostered days off.
- 21.3.3 Employees are able to cash in up to five (5) RDO's at any one time at the ordinary time equivalent rate based upon a 7.6 hour day upon request and where agreed to by the Company.
- 21.3.4 If an employee banks 12 RDOs and there is no agreement to bank further RDOs the employees will either agree to take up to 3 RDOs or the Company will pay out the same number of RDOs.

## 22. MAKE UP TIME

- 22.1. In exceptional circumstances, an Employee may apply to the Company for make-up time.
- 22.2. With the consent of the Company to an Employee work "make up time" under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

## 23. MEAL BREAKS

### 23.1. Regular Meal Breaks

- 23.1.1 An Employee, including a casual Employee, will be given an unpaid meal break that shall normally be 30 minutes during a shift of five (5) hours or greater, which is to be taken within five and a quarter hours of the Employee's start time.
- 23.1.2 The Company and the employee will agree where practicable on the time and length of the meal break having regard, among other things, to the fatigue management regulations.
- 23.1.3 If an Employee is not given the meal break in clause 23.1.1, all time worked after the commencement time of the regular meal break until a break without pay for a meal time is allowed shall be paid an additional payment of 100% of the employee's Base Rate of Pay for their classification (as set out in clause 17) for each hour or part thereof. This additional payment will not apply in situations where the Employee has been given a meal break by the Company, but the Employee has elected not to take that break.

### 23.2. Operators Overtime Meal Breaks

- 23.2.1 If an employee is required to work 2 hours or more overtime continuous with ordinary hours of work, the employee will be given a paid crib break of 15 minutes, prior to the end of the employees at ordinary hours of work.
- 23.2.2 Employees will be provided with a further crib break of 15 minutes without loss of pay for every subsequent continuous 4 hours of overtime worked.

23.2.3 An employee who is required to work more than 10 hours on any one shift shall either be supplied with a meal by the Company or paid a meal allowance.

**23.3. Driver’s Meal Breaks**

23.3.1 Notwithstanding clause 23.1 and 23.2, when driving, Drivers will take scheduled breaks in accordance with requirements of the Fatigue Management Regulations.

**24. OVERTIME**

**24.1. Reasonable Overtime**

24.1.1 Subject to this clause 24.1.2, the Company may require an Employee to work reasonable overtime at overtime rates.

24.1.2 An Employee may refuse to work overtime (other than overtime as part of their ordinary working roster) in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable, having regard to:

- a) any risk to the Employee's health and safety;
- b) the Employee's personal circumstances including any family responsibilities;
- c) the needs of the workplace or enterprise;
- d) the notice (if any) given by the Company of the overtime and by the Employee of their intention to refuse it; and
- e) any other relevant matter.

**24.2. Entitlement to Overtime**

24.2.1 A Employee, is paid overtime for any work performed:

- a) for employees other than shift workers, for work outside the span of hours;
- b) In excess of the maximum ordinary hours;
- c) Outside the employees rostered hours;
- d) in excess of the average of 38 hours per week; and
- e) All work in excess of any other working arrangement that is agreed between the Company and employee or the majority of affected employees.

**24.3. Overtime Rates**

24.3.1 An Employee, other than a Casual Employee, who is entitled to be paid overtime rates shall be paid:

Work Pattern	150% of the Base Rate of Pay	200% of the Base Rate of Pay	250% of the Base Rate of Pay
Monday to midnight Saturday	First 2 hours	After 2 hours	-
Between midnight Saturday and midnight Sunday		All hours	
Public Holiday			All hours

24.3.2 The four (4) hour minimum payment does not apply to work which is part of the normal roster which began the day before the rostered day off.



- 24.3.3 A Casual Employee shall be paid overtime at the following rates:
- a) 160% of the Base Rate of Pay for the first two (2) hours of overtime; and
  - b) 210% of the Base rate of Pay for time worked greater than two (2) hours of overtime.
- 24.3.4 Overtime worked on any rostered shift stands alone.
- 24.4. **Call-Back**
- 24.4.1 An Employee recalled to work overtime after finishing work for that day will be paid for a minimum period of four (4) hours at double time.
- 24.4.2 This clause will not apply where it is routine or scheduled for the Employee to return to work to perform a specific job outside the Employee's ordinary hours of work, or where the overtime is continuous with the completion or commencement of the Employee's rostered shift.
- 24.4.3 Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full minimum hours if the job he/she was recalled to perform is completed within a shorter period.
- 24.4.4 Overtime worked in circumstances specified in this subclause shall not be regarded as overtime for the purpose of clause 20.4 of this clause where the actual time worked is less than four (4) hours.

## **25. TIME OFF INSTEAD OF PAYMENT FOR OVERTIME**

- 25.1. The Employee may request to take time off in lieu of receiving a payment for the overtime worked. All Employee requests will be considered in terms of the operational requirements of the business and the Employee's individual circumstances.
- 25.2. Time off in lieu will be on the basis of one ordinary hour off in lieu for one (1) hour overtime worked.
- 25.3. If, on the termination of employment, the Employee has accrued time off for overtime worked, then the Company shall pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

## **26. SHIFTWORK**

- 26.1. **Definitions**
- 26.1.1 **Early Morning Shift** means a shift where ordinary hours commence after 12am and before 4am.
- 26.1.2 **Afternoon shift** means a shift where the ordinary hours of work finish after 6.30 pm but not later than 12.30 am.
- 26.1.3 **Night shift** means a shift where the ordinary hours of work finish after 12.30 am and at or before 8.30 am.

- 26.1.4 **Continuous work** means work carried on with continuous shifts of workers throughout the 24 hours on each of at least six (6) consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.
- 26.1.5 **Rostered shift** means a shift for which the Employee concerned has had at least 48 hours' notice.
- 26.1.6 **Shiftwork** means work extending for at least five (5) consecutive days and performed either in daily recurrent periods or in regular rotating periods falling within the limits defined for afternoon shift or night shift.
- 26.2. **Shift Rosters**
- 26.2.1 The Company must post a shift roster in a prominent place in the workplace.
- 26.2.2 The shift roster will specify the commencing and finishing times of ordinary hours of work of respective shifts and will not be altered without seven (7) days' notice
- 26.3. **Shift Loadings**
- 26.3.1 The following shift loading shall apply:
- a) An Early Morning shift Employee must be paid a loading of 10% of their base rate of pay;
  - b) an Afternoon shift Employee must be paid a loading of 17.5% of their base rate of pay;
  - c) a Night shift Employee must be paid a loading of 30% of their base rate of pay;
- 26.3.2 A Casual Employee engaged on shift work must be paid 25% casual loading and the relevant shift loading as specified in clause 28.3.1, To avoid doubt, casual Employees working shift work will not be subject to overtime payments unless their working hours exceeds an average of 38 hours over a seven (7) day period.
- 26.3.3 An Employee who is rostered to perform their shift work on a Saturday or Sunday or a public holiday shall be paid the Weekend or Public Holiday rates instead of the Shift loading rate expressed in this clause.
- 26.4. **Shift Work—Overtime**
- 26.4.1 An employee engaged on shiftwork must be paid at overtime rates as provided for in clause 28—Overtime instead of the shift loading in clause 30.3 if:
- a) the employee has not had at least 24 hours' notice of a shift; or
  - b) the shiftwork is not regular shiftwork (as defined in clause 30.1(g)); or
  - c) the shiftwork is performed outside ordinary hours or in excess of eight hours per shift.
- 26.5. **Transfer to or from Shift Work**
- 26.5.1 An employee may be transferred to or from shiftwork on 7 days' notice provided the employee has at least 10 hours off duty before commencing shiftwork. In default of such

notice the employee shall be paid overtime rates for all work done outside previous ordinary working hours within 7 days of the time of notification of the change.

26.6. Shiftwork – Meal Break

26.6.1 All shift workers whilst on afternoon or night shift shall be entitled to a paid crib break of twenty minutes paid at ordinary time.

26.7. **Transfer To or From Shift Work**

26.7.1 The Company may transfer an Employee to or from Shift work by providing seven (7) days’ notice and ensuring the Employee has at least 10 hours off duty before commencing Shift work. Notice includes the posting of the working roster.

26.7.2 If the Employee does not receive the required notice, the Employee must be paid overtime rates for all work done outside previous ordinary working hours of work within seven (7) days of the time of notification of the change.

26.8. **Weekend and Public Holiday Shiftwork**

26.8.1 An employee required to work ordinary hours on any shift where either all the hours, or the majority of the hours in the shift, fall on a Saturday or Sunday will be paid as follows:

Work Pattern	150% of the Base Rate of Pay	200% of the Base Rate of Pay	250% of the Base Rate of Pay
Monday to midnight Saturday	First 2 hours	After 2 hours	-
Between midnight Saturday and midnight Sunday		All hours	
Public Holiday			All hours

26.8.2 The rates provided for in 26.8.1 are paid in lieu of the shift loading provided for in clause 26.3.1.

26.8.3 An employee required to work on a Sunday is to be paid for at least four hours.

26.8.4 Despite any other provision of this clause, where the work extends beyond midnight, each shift must be paid for at the rate applicable to the day on which the major portion of the shift is worked.

**27. TRAVEL TIME**

27.1. An employee required to start and/or finish work at a job away from the employer’s usual workplace must be paid:

27.2. Travelling time for all time reasonably spent by the employee in reaching and/or returning from the job which is in excess of the time normally spent by the employee in travelling between the employee’s usual residence and the employee’s usual workplace; and

- 27.3. Any fares reasonably incurred by the employee or which would have been incurred by the employee had the employee not used their own means of transport, which are in excess of those normally incurred in travelling between the employee’s residence and the employee’s usual workplace, provided that if the employee used their own means of transport then excess fares need not be paid where the employee has an arrangement with their Employer for a regular allowance.
- 27.4. An employee who reaches agreement with their Employer to use their own motor vehicle on the Employer’s business will have the kilometres travelled reimbursed as per the ATO per kilometre rate.

## **28. TERMINATION OF EMPLOYMENT**

### **28.1. Notice of Termination**

- 28.1.1 The Company, at its discretion, may pay the Employee a payment (in full or in part) in lieu of notice of at least the amount the Company would have been liable to pay to the Employee at the full Rate of Pay for the hours the Employee would have ordinarily worked had the employment continued up until the end of the minimum notice period.
- 28.1.2 The Company may terminate the Employee's employment by giving the Employee written notice (in accordance with clause 28.1.3) and stating the day of the termination.
- 28.1.3 The written notice may be served on the Employee by delivering the written notice personally to the Employee; or by leaving it at the Employee's last known address or by sending it to the Employee’s nominated or personal email address or by pre-paid post to the Employee's last known address. If either the Company or the Employee has given notice of termination under this clause, the Company may for part or all of the notice period, and at its sole discretion, direct the Employee to:
- a) perform alternative duties; or
  - b) perform no duties and not attend for work.
- 28.1.4 This clause 28 does not affect the Company’s right to, at any time, make payment in lieu of part or all of the notice period.
- 28.1.5 The minimum period of notice for full-time and part-time Employees is as follows:

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 28.1.6 The period of notice will increase by one (1) week if the Employee is over 45 years old and has completed at least two (2) years of continuous service with the Company at the end of the day the notice is given.

- 28.1.7 The minimum period of notice for a casual Employee is four (4) hours.
- 28.1.8 An Employee will not enjoy the benefit of this Agreement's notice provisions where the Company has terminated the Employee's employment on the grounds that it held a reasonable belief that the Employee has engaged in Serious Misconduct.
- 28.1.9 Where notice of termination has been given to an employee, an employee will be entitled to one (1) day time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
- 28.2. **Notice by an Employee**
- 28.2.1 Unless otherwise agreed, the notice of termination required to be given by an Employee is the same as that required to be given by the Company, except that the additional notice requirement pursuant to clause 0 is not required.
- 28.2.2 Where the Employee aged over eighteen (18) fails to give the required notice the Company may withhold from monies due to the Employee on termination an amount equal to the amount the employee would have received under this agreement or 1 week, whichever is the lesser amount.
- 28.2.3 The Company will not withhold monies from the Employee's accrued annual leave, long service leave or any other NES entitlement unless the Employee has provided the Company with written authority to do so.

## 29. REDUNDANCY

- 29.1. Entitlement to Redundancy Pay
- 29.1.1 Employees engaged prior to 01 July 2005 shall be entitled to the terms and conditions outlined in Appendix A of this Agreement.
- 29.1.2 Employees engaged after 01 July 2005 shall be entitled to the terms and conditions as detailed below in the remainder of clause 29.
- 29.1.3 An Employee is entitled to be paid redundancy pay by the Company in accordance with the NES.
- 29.1.4 If an Employee is entitled to be paid redundancy pay by the Company, then the Employee will be paid in accordance with their ordinary hours of work at their Base Rate of Pay.
- 29.1.5 An Employee (other than a casual Employee) may be entitled to be paid redundancy pay if:
- a) the Employee's employment is terminated at the Company's initiative because the Company no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
  - b) because of insolvency or bankruptcy of the Company; and
  - c) the Employee's period of service with the Company is greater than 12 months.
- 29.1.6 If the Company obtains other acceptable employment for the Employee or cannot pay the redundancy amount, the Company may make an application to the FWC to have the

redundancy pay reduced to a specific amount (which may be nil) or that the FWC considers appropriate. In such circumstances, the Employee will not take receipt of any redundancy payments until the FWC has made a determination.

29.1.7 An Employee, other than a Casual Employee, whose employment has been terminated for reasons of redundancy shall be entitled to the following redundancy pay:

<b>Period of continuous service</b>	<b>Redundancy Payment</b>
Less than 1 year	-
1 year but less than 2 years	4 weeks'
2 years but less than 3 years	6 weeks'
3 years but less than 4 years	7 weeks'
4 years but less than 5 years	8 weeks'
5 years but less than 6 years	10 weeks'
6 years but less than 7 years	12 weeks'
7 years but less than 8 years	14 weeks'
8 years but less than 9 years	16 weeks'
9 years but less than 10 years	18 weeks'
10 years and less than 11 years	20 weeks'
11 years and less than 12 years	22 weeks'
12 years and less than 13 years	24 weeks'
13 years and over	26 weeks'

**29.2. Transfer to Lower Paid Duties**

29.2.1 Where an Employee agrees to be transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. Provided that the Company may instead, at the Company's option, make a payment equal to the difference between the former Base Rate of Pay and the new Base Rate of Pay for the number of weeks of notice still owing.

**29.3. Employee Leaving During Notice Period**

29.3.1 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

**29.4. Job Search Entitlement**

29.4.1 An Employee given notice of termination in circumstances of redundancy will be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment. Such a request must be given to the Company, in writing, a minimum of 48 hours prior to the date the Employee is seeking leave.

29.4.2 The Company has the right to refuse such leave if there is a valid operational reason to do so. For any such refusal the Company will outline to the Employee the operational reasons and a more practicable and suitable substitution day. The Company will not unreasonably refuse the Employee's job search request.

- 29.4.3 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Company, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

## **30. LICENSES, SECURITY AND SITE ACCESS**

- 30.1. Employment is subject to all employees holding and maintaining the appropriate Licences. An employee who, for whatever reason, ceases to hold such licence shall immediately advise the Contract Supervisor
- 30.2. Where an Employee is required to work at a client site, it is a condition of employment to retain client authority to access that site. If access to the Site is denied or withdrawn by the Client for any reason, and the Employee cannot be redeployed to an acceptable position then the Employee's employment may be terminated.
- 30.3. Employees are required to adhere to all rules and regulations regarding access to the Client's Sites.
- 30.4. Where an employee is required to obtain a security clearance or other equipment specific to the performance of the role, and where approved of by the Company, such expenses shall be paid by the Company or the employee reimbursed for the expense.

## **31. SUPERANNUATION**

### **31.1. Company Contributions**

- 31.1.1 The Company will make contributions on the Employee's behalf to a complying superannuation fund which meets the Company's statutory obligations under applicable superannuation legislation.
- 31.1.2 To avoid doubt, for an Employee working a roster with rostered overtime, the Company is only required to pay superannuation on the Ordinary Time Earnings component of the Annualised Wage.

### **31.2. Voluntary Employee contributions**

- 31.2.1 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Company to pay on behalf of the Employee a specified amount from the pre-taxation or post-taxation wages of the Employee into the same superannuation fund as the Company makes the superannuation contributions.

### **31.3. Superannuation fund**

- 31.3.1 The Company will make the superannuation contributions to a complying fund nominated by the Employee. In the absence of an Employee nominated fund, the contributions shall be paid to Australian Super or a complying fund nominated from time to time by the Company.

31.3.2 The Company will make the superannuation contributions while the Employee is on any paid leave.

**31.4. Workers Compensation**

31.4.1 While the employee is absent from work (subject to a maximum of 52 weeks) due to work-related injury or work-related illness provided that:

- a) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
- b) The employee remains employed by the employer.

**32. PUBLIC HOLIDAYS**

32.1. Work on a Public Holiday.

32.1.1 Employees, other than casuals, is entitled to be paid their applicable Base Rate of Pay for their ordinary hours of work that are not worked on a New South Wales gazetted public holiday that falls on a day that would otherwise would have been worked.

32.1.2 An Employee required to work on a public holiday during hours which, if the day was not a public holiday, would be outside the range of ordinary working hours will be paid for such hours at the following rates inclusive of their ordinary rate of pay:

	<b>Public holiday</b>	<b>Good Friday or Christmas Day</b>
Full-time and Part-time Employee	250%	300%
Casual Employee (inclusive of the 25% casual loading)	275%	325%

32.1.3 An Employee working on a gazetted public holiday for the state in which an Employee’s primary work is performed will be paid for a minimum of four (4) hours of work.

32.1.4 The Company may request an Employee to work on a public holiday by providing the Employee no less than five (5) days’ notice prior to the public holiday. The Employee will not unreasonably refuse such a request.

**32.2. Reasonable Requests to Work on Public Holidays**

32.2.1 If the Company requests an Employee to work on a public holiday, the Employee may only refuse the request if:

- a) the request is not reasonable; or
- b) the refusal is reasonable.

32.2.2 In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

- a) the nature of the workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;



- b) the Employee's personal circumstances, including family responsibilities;
- c) whether the Employee could reasonably expect that the Company might request work on the public holiday;
- d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- e) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
- f) the amount of notice in advance of the public holiday given by the Company when making the request;
- g) in relation to the refusal of a request — the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
- h) any other relevant matter.

### **33. ANNUAL LEAVE**

#### **33.1. Annual Leave Entitlement**

33.1.1 Annual leave is provided for in the NES. It does not apply to Casual Employees. Except for Casual Employees and Shift workers, Employees will be entitled to four (4) weeks (152 hours) of paid annual leave for each year of service with the Company.

33.1.2 Employees classified as a Shift worker will be entitled to five (5) weeks (190 hours) of paid annual leave per year of service with the Company.

33.1.3 Part-time Employees will be entitled to four (4) weeks annual leave on a pro-rata basis according to ordinary hours worked.

33.1.4 Annual leave accrues progressively during a years' service according to the Employees ordinary hours of work and accumulates from year to year

33.1.5 The Company will not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

#### **33.2. Payment for Annual Leave**

33.2.1 The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.

33.2.2 Annual leave will be paid at the Employee's Base Rate of Pay for the Employees ordinary hours of work as provided for in the NES, plus an additional leave loading of 17.5% or shift penalty (including weekend penalties), whichever is the greater but not both.

#### **33.3. Public Holidays Excluded**

Such period of annual leave shall not include holidays observed on working days but shall include all other non-working days.

#### **33.4. Requirement to Take Leave Notwithstanding Terms of the NES**

33.4.1 The Company may require an Employee to take annual leave by giving at least four (4) weeks' notice in the following circumstances:

- a) as part of a close-down of its operations or a part of its operations; or
- b) where more than eight (8) weeks' leave is accrued.

**33.5. Agreement to Cash out of Paid Annual Leave**

33.5.1 The Company and an Employee may agree to the Employee cashing out an amount of paid annual leave subject to the following terms and conditions:

- a) after the cashing out of annual leave the Employee's remaining accrued entitlement to paid annual leave will be not less than four (4) weeks;
- b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee; and
- c) the Employee will be paid the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.

**33.6. Annual Close Down**

33.6.1 Where the Company closes down the Site or a section or sections of the Site, over a period, the following provisions shall apply:

- a) the Company gives not less than 4 weeks' notice of intention to do so;
- b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clause 31.4(a) & (b);
- c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close down; and
- d) any leave taken by an employee as a result of a close down pursuant to this clause also counts as service by the employee with their Company.

**34. PERSONAL / CARER'S LEAVE**

**34.1. Paid personal/carer's leave**

34.1.1 The NES provides for an Employee, other than a casual Employee, with 10 days (76 hours) of paid personal/carer's leave per year of service with the Company.

34.1.2 An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the number of ordinary hours worked.

34.1.3 The NES provides that an Employee (other than a casual Employee) who is unable to attend work:

- a) on account of personal illness or injury; or
- b) because the Employee is required to provide care or support to a member of their immediate family or household who requires care or support because they are sick or injured or has an unexpected emergency; and
- c) is entitled to take accrued paid personal/carer's leave subject to meeting the notice and evidence requirements.

34.2. Unpaid Carer's Leave

34.2.1 The NES provides that an Employee who is required to provide care or support to a member of their immediate family or a member of their household who requires care or support because of illness or injury or an unexpected emergency and who:

- a) has exhausted their entitlement to paid carer's leave; or
- b) is a casual Employee; and
- c) is entitled to take up to two (2) days unpaid carer's leave for each such occasion.

34.3. Notice

An employee must give the Company notice of the intention to take leave under this clause 322 as soon as practicable (which may be a time after the leave has started) and must advise the Company of the period, or expected period, of the leave.

34.4. Evidence

The employee shall, if required by the Company, establish by production of a medical certificate or statutory declaration stating that his or her non-attendance was due to personal sickness or injury necessitating such absence for absences in excess of 2 consecutive days or as otherwise required by the Company where a regular pattern of absenteeism is established.

## 35. COMPASSIONATE LEAVE

35.1. The NES provides that an Employee is entitled to take up to 2 days compassionate leave when a member of the Employee's immediate family or household:

- a) contracts or develops a personal injury or illness that poses a serious threat to their life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies, or
- d) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- e) the employee, or the employee's spouse or de facto partner, has a miscarriage.

35.2. Compassionate leave is paid (at the Employee's Base Rate of Pay for the Employee's ordinary hours in the period), except for a Casual Employee which is unpaid.

## 36. COMMUNITY SERVICE LEAVE

36.1. An Employee who engages in an Eligible Community Service activity is entitled to be absent from their workplace in accordance with the FW Act.

36.2. **Jury Service**

36.2.1 An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount

paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service; and

- 36.2.2 An employee shall notify the Company as soon as possible on the date upon which he/she is required to attend for jury service. Further, the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

## **37. LONG SERVICE LEAVE**

Long service leave is provided for in the relevant Long Service Leave legislation.

## **38. PARENTAL LEAVE**

Employees are entitled to Parental Leave in accordance with the FW Act.

## **39. FAMILY AND DOMESTIC VIOLENCE LEAVE**

Employees are entitled to Family and Domestic Violence Leave in accordance with the FW Act

## **40. STAND DOWN**

- 40.1. The Company may stand down an Employee during a period in which the Employee cannot usefully be employed because of one of the following circumstances:

- a) industrial action (other than industrial action organised or engaged in by the Company);
- b) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown; or
- c) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.

- 40.2. If the Company stands down an Employee under clause 40.140.1, the Company is not required to make payments to the Employee for that period.

- 40.3. An Employee's absence during a stand down period counts as service.

## **41. DISPUTE RESOLUTION TRAINING LEAVE**

- 41.1. An employee representative is entitled to leave with pay each calendar year, non-cumulative, to a maximum of five days per employee per year, to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this Agreement and/or industrial issues which arise at the workplace. Union delegates and/or employee representatives are only entitled to leave in accordance with this clause for bona fide courses.

- 41.2. For the purposes of this clause, a **bona fide course** means a Dispute Resolution Training Leave Course conducted by or on behalf of a registered training organisation whose scope of registration includes industrial relations training. Nothing in this clause will prevent the employee representative and the Company from reaching agreement that such training can be provided by a union or other accredited training provider/s.
- 41.3. An employee representative must give the Company four weeks' notice of their intention to attend such courses and the leave to be taken, or such shorter period of notice as the Company may agree to accept.
- 41.4. The notice to the Company must include details of the type, content and duration of the course to be attended. Upon request, the course curriculum must be provided to the Company.
- 41.5. Leave is to be available according to the following scale for each yard, depot or garage:

No. of full and part-time employees covered by this Agreement	Max. no. of employee representatives eligible to attend per year	Max. no. of days permitted per year
5–15	1	5
16–30	2	10
31–50	3	15
51–100	4	20
101 and over	5	25

- 41.6. The Company will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purposes of this clause ordinary time earnings are defined as the relevant minimum wage and shiftwork loadings, where relevant, plus over Agreement payment where applicable.
- 41.7. Leave of absence on training leave will be counted as service.
- 41.8. The employee must provide the Company with proof of attendance.

**42. DELEGATES RIGHTS**

- 42.1. The Model Clause will be incorporated as a term of this Agreement.

**43. FOOTWEAR AND CLOTHING**

- 43.1. The Company will issue weekly employees with one pair of appropriate safety footwear, uniforms and any other necessary protective clothing annually.
- 43.2. Should replacement be required due to fair wear and tear in a lesser period than twelve months, the employee is to provide the item to the Company and the Company shall replace it.

- 43.3. The footwear and clothing shall remain the property of the Company, and the employee shall be liable for the cost of replacement of any item which is lost, destroyed or damaged through the negligence of the employee.
- 43.4. It is a condition of employment that employees at all times wear the uniform and protective clothing as issued whilst on duty.
- 43.5. If an employee has been issued with protective equipment and they fail to attend to work with the required equipment, the Employer may stand the employee down without pay.

## **44. FLEXIBILITY BETWEEN WORKGROUPS**


- 44.1. If an employee covered by this Agreement is temporarily working at or from another site of the Company, the employee will continue to be covered by this Agreement.
- 44.2. If the employee works at another Company site covered by a different Company Enterprise Agreement, the employee will be paid at the higher of the rates prescribed in either of the Enterprise Agreements, whether that be in the “home” Agreement or the area they are working in. The rate of pay is the only component of remuneration that will change. All other conditions covered in the “home” Agreement shall otherwise apply.

## **45. CASHING OF PERSONAL LEAVE**

- 45.1. Except as provided for in clause 45.2 the Parties to this agreement have agreed to discontinue the cashing in of Sick Leave arrangements subject
- 45.2. Within the first 6 months of the operative date of this agreement:
  - a) All employees who have a Personal Leave balance in excess of 200 hours at the commencement of this agreement shall be permitted to cash in up to 120 hours of Personal Leave with a limit of 20 hours per calendar month.  
All employees who have a Personal Leave balance in excess of 500 hours at the commencement of this agreement shall be permitted to cash in up to 320 hours of Personal Leave with a limit of 65 hours per calendar month.

**46. SIGNATORIES**

Company Representative

<b>Name</b>	Karl David
<b>Authority to sign (role)</b>	General Manager – Liquid and Technical Services
<b>Address</b>	19-21 Berends Drive Dandenong South, Victoria, 3175
<b>Signature</b>	

Employee Bargaining Representative

<b>Name</b>	Micheal Brody
<b>Authority to sign (role)</b>	Employee covered by the Agreement and Union Delegate
<b>Employee Position</b>	Operator
<b>Address (work)</b>	47 Raven Street, Kooragang Island, NSW, 2304
<b>Signature</b>	

<b>Name</b>	Brad Griffith
<b>Authority to sign (role)</b>	Employee covered by the Agreement and Union Delegate
<b>Employee Position</b>	Driver
<b>Address (work)</b>	47 Raven Street, Kooragang Island, NSW, 2304
<b>Signature</b>	

Union Representative

<b>Name</b>	Tony Callinan
<b>Union</b>	Australian Workers Union – NSW Branch
<b>Authority to sign (role)</b>	Branch Secretary
<b>Address</b>	Level 2, 16-20 Good Street, Granville NSW 2142
<b>Signature</b>	





## **APPENDIX A – REDUNDANCY PRE-01 JULY 2005**

(1) Scope

Subject to clause 29.1, this Appendix shall apply to redundancy situations affecting employees employed under the terms of the Cleanaway Technical Services Northern NSW Drivers Enterprise Agreement 2017 and the Cleanaway Liquids NNSW Plant Operators Enterprise Agreement 2017.

(2) Duration

This Appendix shall apply for the life of this Agreement. It is a term of the Agreement that there shall be no further claims in relation to redundancy during the life of this Agreement.

(3) Definitions

- (a) Business includes trade, process, business or occupation and includes part of any such business.
- (b) Redundancy refers to any employment being terminated in which the number of employees exceeds the number who will be required to perform the work which is available or because the Company no longer wishes the job the employee has been doing done by anyone.

Any one of the following factors may operate to reduce the amount of work which is available:

- (1) A recession caused by a decline in trade or business opportunities,
- (2) Technological change or changes in the methods of operation;
- (3) A cessation of a requirement, by the Company, to have any particular kind of work performed by its employees.

Redundancy is not termination of employment due to the ordinary and customary turnover of labour.

- (c) Transfer of business includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

(4) Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(5) Severance pay

- (a) An ex-gratia payment of three weeks ordinary rate of pay for each completed year of service will be made.
- (b) The maximum severance payment inclusive of the notice period shall be 52 weeks.

- (c) Redundancy pay will be based on the Employee's weekly ordinary wage. It will not include overtime, penalty rates, allowances, special rates or any similar payments.
  - (d) Continuous service is defined in the Annual Leave clause of this agreement.
  - (e) The Company will not have to pay redundancy pay if the employee is offered acceptable alternative employment.
  - (f) The Company will not have to pay redundancy pay where:
    - (a) (i) the employee's employment is terminated as a consequence of the transfer of all or part of the Company's business to another Company; and
    - (ii) the employee is offered employment with the new Company on terms which are, when considered overall, substantially similar and no less favourable than the terms of employment with the Company at the time of termination, with recognition of the employee's service with the Company.
  - (g) The Company will not have to pay redundancy pay where the employee is a probationary employee, a casual, an apprentice, a trainee or engaged for a specific period of time or for a specified task or tasks.
  - (h) The FWC may, on application by the Company, vary the redundancy pay payable because of the Company's incapacity to pay.
  - (i) Clause 5 does not remove the right of an employee to make an application for an order under section 122(4) of the Act on the basis that clause 5(e) operates unfairly to the employee.
- (6) Employee leaving during notice period
- An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out Notice of Termination clause. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.
- (7) Job search entitlement
- (a) During the period of notice of termination given by the Company, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
  - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

## APPENDIX B

Table 1

Classification	1/9/2024	1/3/2025	1/9/2025	1/9/2026	1/9/2027
	4%	4%	4%	4%	4%
Plant Operator – Level 1	\$31.27	\$32.52	\$33.82	\$35.17	\$36.58
Plant Operator – Level 2	\$32.25	\$33.54	\$34.88	\$36.28	\$37.73
Plant Operator – Level 3	\$34.92	\$36.32	\$37.77	\$39.28	\$40.85
Plant Operator – Level 4	\$36.48	\$37.94	\$39.46	\$41.04	\$42.68
Team Leader (Plant Operator)	\$38.04	\$39.56	\$41.14	\$42.79	\$44.50
Driver – Level 1	\$31.27	\$32.52	\$33.82	\$35.17	\$36.58
Driver – Level 2	\$32.25	\$33.54	\$34.88	\$36.28	\$37.73
Driver – Level 3	\$34.92	\$36.32	\$37.77	\$39.28	\$40.85
Driver – Level 4	\$36.48	\$37.94	\$39.46	\$41.04	\$42.68
Team Leader (Driver)	\$38.04	\$39.56	\$41.14	\$42.79	\$44.50

Table 2

	1/9/2024	1/3/2025	1/9/2025	1/9/2026	1/9/2027
Item 1 – First Aid	5.16	5.37	5.58	5.80	6.03
Item 2 – Meal	20.43	21.25	22.10	22.98	23.90
Item 3 – Travel	10.42	10.84	11.27	11.72	12.19
Item 4 - LAFHA	60.00	62.40	64.90	67.50	70.20
Item 5 – Confined Spaces	26.55	27.60	28.70	29.80	31.00
Item 6 - Assessor	33.07	34.40	35.80	37.20	38.70

