

City Circle Recycling
& AWU
Enterprise Agreement
2024-2027

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1. General

Parties

Parties agree to this Agreement are:

- 1.1. City Circle Recycling Pty. Ltd. (The Employer) 714-716 High Street Kew East
- 1.2. Employees of City Circle Recycling Pty. Ltd. And
- 1.3. It is also intended that upon approval of the Agreement by Fair Work Commission, the Australian Workers Union (“Union”) employee members will also be covered by the Agreement

2. Definitions

Act means the Fair Work Act 2009.

Agreement means the City Circle Recycling Agreement 2024-2027

FWC means Fair Work Commission

Fair Work Commission means the national workplace relations tribunal

Company means City Circle Recycling Pty. Ltd.

Employee means an employee of City Circle Recycling.

3. Date and Period Operation

- 3.1. This Agreement shall operate from 1/10/2024 and shall remain in force until 30/09/2027

4. Coverage

- 4.1. Mobile Crushing plant operations at various locations throughout Australia and fixed crushing plant operations in Victoria at the following addresses: -
- 4.2. City Circle Recycling Jones Road Brooklyn
- 4.3. City Circle Recycling Ordish Road Dandenong South
- 4.4. City Circle Recycling Ferris Road Melton

5. Relationship to Designated Award

- 5.1. This Agreement shall incorporate the provisions of the Building and Construction General Onsite Award 2010 (as amended) and the NES (the “Award”). Where there is any inconsistency between the Award and the Agreement, the terms of the Agreement shall prevail.

6. Agreement Objective

It is the objective of this Agreement to implement work place practices that provide for more flexible working arrangements that improve efficiency and productivity, enhance skills and job satisfaction and assist positively towards ensuring that the aims of the

company are achieved.

These objectives will be achievable in part by creating an Agreement that is compliant with the National Code of Practice for the Construction Industry that will allow City Circle Recycling to be a supplier to Federally funded projects.

7. City Circle Corporate Aim

- 7.1. To achieve and maintain consistent growth, market leadership, profitability, innovation and quality in our chosen fields of operation.
- 7.2. To develop a company that our employees are proud to be part of and our customers prefer to deal with. This will in part be achieved by:
 - 7.2.1. Creating a Corporate culture that is challenging and supportive, where every individual has the opportunity to analyse and develop their field of endeavour to its maximum potential for the good of the business
 - 7.2.2. Achieving and maintaining excellence in Customer Service
 - 7.2.3. Continually developing, improving and producing quality products that fully meet the needs of the market
 - 7.2.4. Promoting a culture that fosters development and innovation for all our people, products and services
 - 7.2.5. Instigating and nurturing a teamwork practice at every level of our organisation that enables better recognition of our opportunities, threats or inefficiencies and the development of superior products and service.
 - 7.2.6. Encouraging individual responsibility for the maintenance and improvement of best practices and a safe working environment.
- 7.3. Customer Focus - It is essential that all employees provide customers with a courteous and efficient service at all times. It is customers repeat business that will ensure the ongoing viability and security of employment for all employees. Therefore, all employees agree to greet and treat customers in a friendly and courteous manner.

8. Agreement to continue if not replaced

- 8.1. The parties agree that negotiations to renew the Agreement will commence three months prior to the expiration of this Agreement.

9. Commitment

- 9.1. The parties undertake that for the life of the Agreement, there shall be no further wage increase sought. This Agreement shall not operate to cause an employee to suffer a reduction in overall terms and conditions of employment when compared with relevant awards and any relevant laws, including current over agreement provisions.

10. Joint Consultative Committee

A Joint Consultative Committee will be established within 3 months of the approval of this Agreement. The Joint Consultative Committee shall include equal numbers of the company's manager/supervisors and or a Union Delegate /JCC Representatives elected by each site. The JCC shall convene every 3 months for a duration of 2 hours, with Agenda items documented and circulated to all parties at least 7 days prior to any meeting. Extra ordinary meetings may occur by agreement between the parties. JCC meetings will occur during the operation hours and no employee will be subject to financial disadvantage. For the parties to be clear the purpose of the JCC is to identify and ensure that the provisions of the Agreement are being implemented in a correct and timely manner.

11. Employee Representation

The employer recognises the role of the Employee Site Representative/AWU Delegate and shall provide appropriate time and facilities for the Representatives to faithfully fulfill the requirements of their role. This includes paid time off: -

- a) Discuss work related matters of concern with any employee or to communicate information relating to the workplace to employees during work hours
- b) Attend industrial tribunals and/or courts where they have been requested to do so by an employee they represent in a particular dispute in his or her workplace.
- c) Assist and represent employees who have requested them to do so in respect of a dispute or grievance arising in his or her workplace, including preparing, attending and participating in dispute resolution proceedings and collective bargaining meetings and proceedings.
- d) Consult and confer with officials of their employee organisation.
- e) Consult with the Company including participating in any consultation process set out in this Agreement.
- f) Participate in the operation of their employee organisation.
- g) Attend relevant training
- h) Be present at site induction meetings for the purpose of being introduced as the Delegate/Representative.
- i) Participate in any bargaining for an agreement to replace this Agreement.
- j) Attend functions provided by the employee organisation
- k) Other matters agreed by the parties.
- l) City Circle will provide the ability for the AWU and AWU Delegates/Site Representatives to hold one meeting of up to two hours duration per annum to provide industry and OHS updates. The AWU and AWU Delegates/Site Representatives must provide a minimum of one weeks' notice, with additional consideration given to City Circle's production requirements.

The employer will allow any Employee Representative /Delegates to attend up to 10 days per calendar year per Representative /Delegates of authorised training to assist them in the completion of their duties. The Representative /Delegates must provide appropriate

notice (7-14 days) of said training. All other reasonable expenses associated with the training will be met by the employer.

12. Consultation

- 12.1. This Clause applies if: -
- 12.1.1. The Company contemplates the introduction of major workplace change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - 12.1.2. The change is likely to have a significant effect on employees of the enterprise
 - 12.1.3. The Company must notify the relevant employees of the decision to introduce the major change.
 - 12.1.4. The relevant employees may appoint a representative for the purpose of the procedures in this Clause
- If:
- 12.1.5. A relevant employee appoints, or relevant employees appoint, a representative for the purpose of consultation; and
 - 12.1.6. The employee or employees advise City Circle of the identity of the representative.
 - 12.1.7. The Company will recognise the representative. As soon as practicable after making its decision, City Circle must:
 - 12.1.7.1. Discuss with the relevant employees:
 - 12.1.7.2. The introduction of change; and
 - 12.1.7.3. The effect the change is likely to have on the employees; and
 - 12.1.7.4. Measures City Circle is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 12.1.7.5. For the purposes of the discussion – provide, in writing, to the relevant employees:
 - 12.1.7.6. All relevant information about change including the nature of the change proposed; and
 - 12.1.7.7. Information about the expected effects of the change on the employees; and
 - 12.1.7.8. Any other matters likely to affect the employees.
- 12.2. However, the company is not required to disclose confidential information to the relevant employees

The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

In this Clause, a major change is likely to have a significant effect on employees if it results in:

- 12.2.1. The termination of the employment of employees; or
- 12.2.2. Major change to the composition, operation or size of employer's workforce or to the skills required of the employees; or

- 12.2.3. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 12.2.4. The alteration of hours of work; or
- 12.2.5. The need to retrain employees; or
- 12.2.6. The need to relocate employees to another workplace; or
- 12.2.7. The restructuring of jobs.

In this Clause, relevant employees mean the employees who may be affected by the major change.

- 12.3. Changes to regular rosters or ordinary hours of work
- 12.4. Where the Company proposes to change an employee's regular roster or ordinary hours of work the company must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- 12.5. The Company must:
 - 12.5.1. Provide to the employee or employees affected and their representatives, if any, all relevant information about the proposed change, provided that the company is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests.
 - 12.5.2. Invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
 - 12.5.3. Commence consultation as early as practicable; and
 - 12.5.4. Give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
 - 12.5.5. The application of this Clause will be consistent with Code for the tendering and Performance of Building Work 2016 amended or replaced from time to time.

13. Workplace Flexibility

City Circle and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) This 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 company and the employee in relation to 1 or more of the matters mentioned in this Clause; and
- (c) The arrangement is genuinely agreed to by the company and the employee.

City Circle must ensure that the terms of the individual flexibility arrangement:

- (a) Are about permitted matters under Section 172 of the Act; and

- (b) Are not unlawful terms under Section 194 of the Act; and
- (c) Result in the employee being better off overall than the employee would be if no arrangement was made.

City Circle must also ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the company and the employee; and
- (c) is signed by the company and the 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
 - (iv) states the day on which the arrangement commences.

The company or the employee may terminate the individual arrangement: -

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if City Circle and the employee agree in writing – at any time.

14. Disputes and Grievance Resolutions Procedure

- 14.1.1. Any dispute pertaining to the relationship between the Company and an employee or employees between the company and the AWU, and regarding any part of the agreement will be resolved according to the procedure outlines below:
- 14.1.2. If a matter arises that gives concern to an employee or employees such matter shall be discussed by the employee/s and the immediate supervisor.
- 14.1.3. If after such discussion the matter remains unresolved it shall be referred to the Site Manager. At this point an employee may choose to be represented, which may be an Australian Workers' Union official.
 - 14.1.3.1. If settlement of the matter(s) in dispute is not achieved within a reasonable time the matter shall be notified to FWC for conciliation and/or arbitration. Any decision by FWC will be accepted by all parties subject to legal rights of appeal.
- 14.1.4. Where a dispute is referred to FWC, an employee required to take time off for the purpose of attending a conference or hearing those results directly from that dispute, shall be granted reasonable paid time off work to attend.
- 14.1.5. To ensure proper application of this process and to maintain workplace harmony, until a dispute is resolved according to this procedure the status quo antes before the dispute will prevail unless the employee or his or her representative has a reasonable concern about a risk to the employees' health or safety.

- 14.1.6. In order to remove doubt, if the dispute concerns a change at work or a change in conditions, the status quo ante, represents the position before implementation of the change.

15. Terms of Employment

- 15.1.1. Where an employment relationship with the Company existed immediately prior to the coming into operation of this Agreement, this Agreement does not affect the continuity of such employment nor any benefits and entitlements that may have accrued up to the coming into operation of this Agreement, such accrued benefits and entitlements being preserved.
- 15.1.2. Subject to this Agreement, an employee's position may either be:
- 15.1.2.1.1. Full-time;
 - 15.1.2.1.2. Permanent part-time; and
 - 15.1.2.1.3. Casual.
- 15.1.3. A full-time employee shall be engaged for a minimum of 38 hours per week.
- 15.1.4. A part time employee means a weekly employee engaged to work on predetermined days of the week for a regular number of hours, being more than 10 but less than 38. Unless otherwise stated, all conditions provided for permanent employees will apply to part time employees. Part time employees will be entitled to receive pro rata entitlements of annual leave, personal leave, bereavement leave and long service leave.
- 15.1.5. A casual employee/Labour hire employee is one who is engaged and paid as such. The period of employment will be determined by the employer. A 25% loading will be paid on ordinary time to casual employees in lieu of payment for sick leave, RDOs, public holidays and annual leave. The status of a casual employee/labour hire working 38 hours per week or more will be reviewed at 6 months and if that employee's/labour hire employee's employment is to continue beyond a further 3 months, the employee's/labour hire employee casual status must be upgraded to full time employment
- 15.1.6. All new employees are subject to a three months probationary period before they are considered for full-time employee status. During the three months probationary period the employee is entitled to employee benefits under this Agreement, however the attainment of full-time employee status will be subject to satisfactory service and the Site Manager's approval.
- 15.1.7. In the event a new employee has failed to demonstrate an appropriate standard of service the Company reserves the right to dismiss the employee without notice at any time within the probationary period or extend the probationary period by up to a further 3 months at the Site Manager's discretion.

16. Hours of Work

Ordinary hours of work shall be over an average of 38 hours per week between 6am and

6pm, Mondays to Fridays.

- 16.1.1. Normal hours of work shall be 8 hours per day unless otherwise agreed between both parties. The main imperative will be that the times to be worked shall be determined by agreement between the employer and the employees, taking into account customer requirements, the needs of the employer and the employees and any other issues that may be identified.
- 16.1.2. Ordinary hours may be increased from 8 hours per day to 10 hours per day by direction of site management and with the majority agreement of the employees affected. This can reduce the normal working week to 4 days. If any work occurs on the 5th day, then the appropriate penalty rates shall apply
- 16.1.3. All employees are to present themselves ready to commence work on time and not depart from their allocated workstations prior to commencing official breaks and their finish time. Employees are to remain at their allocated workstations and advise their supervisor if they require, at any time, to depart from that workstation during working hours.
- 16.1.4. To minimize the likelihood of retrenchments due to low poor market demand for products produced by the company, and therefore provide for greater job security, working hours will be organized according to sales demand for product with employees having input into how changes in manpower might take place with options for retraining and reassignment being exhausted before redundancies are considered.
- 16.1.5. The parties may agree to an alternative arrangement in regard to hours in general i.e.: spread of hours, work cycles, RDO's, etc., providing the business is not financially disadvantaged.

17. Overtime

- 17.1.1. When working a 5-day week Mondays to Fridays, any employee required to work in excess of ordinary working hours will be paid the additional hours at the rate of time and a half for the first two hours and double time thereafter.
- 17.1.2. In the case of hours required to be worked on a Saturday, payment will be made at time and a half for the first two hours and double time thereafter. All work required to be undertaken on a Sunday shall be paid at double time. Any work occurring on a public holiday shall be paid at double time and a half.
- 17.1.3. An employee working required overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee is required to continue working after such crib time.
- 17.1.4. When working a 4 day week, any hours required to be worked in excess of ten hours will be paid consistent with the normal overtime arrangement; i.e. the first two hours at time and a half, then double time. If work is required on the fifth day, the first ten hours will be at time and a half, then double time.

18. Meal Breaks

- 18.1.1. Meal breaks shall be taken in accordance with minimum Award provisions with the following exceptions: -
- 18.1.2. Employees required to work through their normal lunch break when production and/or sales demand requires continuous plant operation, employees will be paid 30 minutes for working through lunch at their ordinary rate.
- 18.1.3. Employees that are still to receive a Meal Break after 6 and half hours from their starting time will be paid time and a half until they receive a paid 30min meal break

19. Laundering of Uniforms

- 19.1.1. City Circle agree to provide laundering of coveralls for all employees who perform crushing including on ground works.

20. Wages and Related Matters

- 20.1.1. The Company is committed to training and developing its employees. In accordance with this aim the Parties will adopt a wage classification structure (refer Appendix A) based on competency. The Company will pay for appropriate training and assessment of employees against these competencies. Whilst it is the aim to have as many multi-skilled employees as possible, this will be balanced against site needs and individual potentials.
- 20.1.2. Where an employee feels they are unfairly blocked from acquiring training they may raise the issue as per the Dispute Resolution Clause.

21. Individual Training Review Plan

- 21.1.1. An individual Training Review Plan will be developed for each employee no later than the 28th day of February each calendar year and finalised within 30 days. The individual Training Review Plan purpose is to identify what skills and training is required to progress through the skills structure and will include agreed timeline with action dates.
- 21.1.2. Within 6 months of the implementation of this Clause, the parties will meet to discuss any problems/concerns or obstructions which may have been encountered, for the purpose of ensuring training and progression through the skills structure is delivered in a timely and effective manner.

22. Pay Rates

- Pay Rates are detailed in Appendix A.
- 22.1.1. Payment of wages – All wages will be paid weekly by Electronic Funds Transfer (EFT).

23. Superannuation

The Company will make payments of not less than the amount required prevailing Federal Legislation into any complying fund nominated by the employee. The default fund if an employee does not make a nomination will be C+BUS.

24. Allowances

24.1.1. Travel Allowance

24.1.1.1. A daily flat rate Travel Allowance shall apply to compensate for travel patterns and mobility requirements: Travel Allowance rates are in Appendix A.

24.1.2. Meal Allowance

24.1.2.1. Meal Allowance will be paid to employees required to work in excess of a 10-hour period on any single day. Meal Allowance rates are in Appendix A

24.1.3. Shift Allowance

24.1.3.1. Employees commencing a full shift after 11:00am, will be paid a shift allowance equal to 20% of the normal rate of pay. In circumstances where regular afternoon shifts operate work may be shared between employees on a pre-agreed basis if approved by the production manager

24.1.4. First Aid Allowance & Safety Representative Allowance

24.1.4.1. An employee holding current Lev2/1 2 First Aid Qualifications or elected as OH&S Rep and nominated by the Company as a First Aid provider or OHS Rep will receive an hourly flat rate allowance. Rates are in Appendix A.

25. Inclement Weather

25.1.1. Inclement weather shall be (but not limited to) the existence of rain or abnormal climatic conditions (whether they be those of hail, lightning, snow, extreme cold, high wind, severe dust storm, extreme high temperature (35degrees), air quality or the like of any combination thereof) by virtue of which it is either not reasonable or not safe to work in an uncontrolled environment. Strict consideration must also be given to the effect of adverse climatic conditions on employees working in controlled environments such as drilling rigs, HME, HV and LV's. The parties agree that it is not safe for employees to work in such conditions.

25.1.2. For employees performing work outside a controlled environment in any of the forms of inclement weather listed above, will only do so if it is safe or for a minimal duration. Such works will be classed as Critical or Emergency in nature such as assisting activities to secure site for lock down, or emergency repairs that must take place to ensure the overall safety of employees. Full reference and discussion will take place based on City Circle's organisation of work statements of how such work will be conducted safely. Temperature measurements will be taken directly on site. Employees conducting emergency or critical work will receive an additional ordinary time payment, for the duration of the work performed.

25.1.3. During periods of inclement weather or when inclement weather is forecast, the parties will confer to establish and prioritise what works are safe to be

undertaken, both in a controlled and uncontrolled environment. Consideration will be given to minimizing employee's exposure to inclement weather, including rotation, relocation, early starts or lay down of work until the inclement weather has passed, and it has been assessed and agreed that work is safe to recommence.

- 25.1.4. Referencing the EPA Guidelines (for employees working outside in a uncontrolled environment), when the air quality measurements are listed as poor, employees will go to a controlled environment for a maximum of 2 hours. When air quality is defined as hazardous, employees will be sent home if they are unable to work or redeployed to a controlled environment, without loss of pay.
- 25.1.5. If lightning strikes occur within 10 km of the worksite, employees will remain in the work sheds for thirty minutes from the last lightning strike.
- 25.1.6. In the case of mechanical plant operators, where they have a dry cabin to work in and may safely perform work without suffering any adverse effects of the climatic conditions, and the work itself is safe to perform, may continue to do so.
- 25.1.7. In the event that an employee is directed by the Company to perform works in inclement weather with no cover or protection, will be paid time on time for the duration of this work. The company will only direct employees to work in inclement weather to perform either critical or emergency works.

26. Leave Entitlement

- 26.1.1. Personal Leave
- 26.1.2. Full time employees are entitled to accrue in accordance with the NES (10days) of paid personal/carers leave each year in accordance with the NES. Part time employees are entitled to a pro rata rate paid personal/carers leave entitlement. Casual employees have no entitlement to paid personal/carer's leave.
- 26.1.3. Paid personal/carer's leave entitlement is available to full time and part time employee is absent due to:-
 - 26.1.3.1. A personal illness or injury ('sick leave'); or
 - 26.1.3.1.1. The need to provide care and support to an immediate family member who is ill or injured, or an unexpected emergency in relation to that person ('carer's leave')
- 26.1.4. Paid personal/carer's leave is accrued and credited upon each completed four week period of service worked. Paid personal/carer's leave is cumulative but will not be paid out on separation of employment.
- 26.1.5. A full time employee is entitled to take up to a maximum of (10 days) of paid personal/carer's leave each year at their ordinary rate of pay. Part-time employees are entitled to pro-rata carer's leave in accordance with the NES at their ordinary rate of pay.
- 26.1.6. Before taking personal/carer's leave, an employee, where applicable, must give at least an 8 hour notice before their next rostered start time. If it is not possible to give prior notice of an impending absence, the employee must notify the employer by telephone at the first opportunity. Text messages or emails will not be accepted as notice.

The Employee, when giving notice of taking personal/carer's leave, is required to advise the employer of the:

- (a) Nature of the illness (if known) or injury; or
- (b) Name of the person requiring care or support and their relationship to the employee; and
- (c) The length of time the employee expects to be absent from work.

26.1.7. The employee will be required to produce a Medical Certificate or Statutory Declaration to establish that the employee was unable to work because of the need to take personal/carer's leave.

26.1.7.1.1. For more than two consecutive days;

26.1.7.1.2. A single day immediately before the or after a weekend or a public holiday.

If an employee is receiving worker's compensation payments, the employee is entitled to personal leave.

27. Accident Make up Pay

27.1.1. The employer will pay an employee accident make up pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the relevant workers compensation legislation as amended from time to time.

27.1.2. The employer shall pay accident pay as defined in this clause, during the incapacity of their employees/s arising from any one work related injury, for a total of fifty-two weeks - irrespective of whether such incapacity is in one continuous period or not.

27.1.3. The provisions of this clause will not result in any double dipping in respect to benefits payable to an employee.

27.1.4. The liability of the employer to pay accident make up pay in accordance with this clause will arise as at the date of injury or accident in respect of which the compensation is payable under the said relevant workers compensation legislation and the termination of the employees employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.

28. Unpaid Carer's Leave

28.1.1. Full time, part time and casual employees are entitled to 2 days unpaid carer's leave on each occasion a member of the employee's immediate family requires care or support due to illness, injury or an unexpected emergency.

28.1.2. A full time or part time employee may only take unpaid carer's leave after the employee has exhausted paid personal leave entitlements.

28.1.3. Unpaid carer's leave can be taken in one continuous period or in separate periods, by agreement between the employee and the employer. Before taking

unpaid carers leave, an employee, where practicable, must give the same notice as for paid carer's leave.

- 28.1.4. The employee must if required by the employer, produce a medical certificate or statutory declaration to establish that the employee was required to provide care or support to an immediate family member because of that member's illness or injury.

29. Compassionate Leave

1. A full time or part time employee whose absence is because of the death or the serious illness of;
 - a. an immediate family member of the employee including a spouse, child, stepchild parent, grandparent, grandchild or sibling of the employee; or
 - b. child, stepchild, parent, grandparent, grandchild or sibling of a spouse of the employee.
2. will be entitled to a maximum of 2 days paid compassionate leave per occasion at their ordinary rate of pay, with a pro-rata entitlement for part-time employees. Casual employees have no entitlement to paid compassionate leave.
3. Compassionate leave can be taken in one continuous period, or as separate days, by agreement between the employee and the employer.
4. An employee taking compassionate leave may be required to produce documentary evidence of the need for compassionate leave.

30. Parental Leave

- 30.1.1. The employer will grant unpaid maternity, paternity and adoption leave in accordance with Fair Work Act 2009.

Domestic Violence Leave

Employee eligibility for and entitlement to Domestic or Family Violence Leave are in accordance of the NES.

31. Annual Leave

Employee eligibility for and entitlement of Annual Leave of the NES.

32. Long Service Leave

- 32.1.1. Long service leave shall apply in accordance with the Victorian Legislation be granted subject to 30 days' notice being given by the employee and approval

granted by the Site Manager (or his delegate). The employee is entitled to 13 weeks paid long service leave after 15 years' continuous service. A pro-rata entitlement to take long service leave will apply after 7 years continuous service. A pro-rata entitlement of long service leave will be paid out after 7 years continuous service upon termination.

33. Rostered Days off

- 33.1.1. Rostered days off will be taken at a time agreed by both parties subject to sub-paragraph below.
- 33.1.2. Maximum accrual of RDO's is 5 days. Once this limit has been reached, the employer may direct the employee to take any excess accrued RDO's within a reasonable period of notice, but not less than one week.
- 33.1.3. In a five-day week RDOs are accrued at the rate of 0.4 hours per day. When working a four-day week RDO's will accrue at a rate of 0.5 hours per day.

34. Public Holidays

- 34.1.1. Employees are entitled to gazetted Public Holidays as follows: New Year's Day, 26 January (Australia Day), Labor Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Melbourne Cup Day, Grand Final Eve and any other day or part day declared a public holiday by law. Substitutions will be observed as per the Act. All work done on a public holiday will be paid at the rate of double time and one half.
- 34.1.2. Four (4) day shift workers are entitled to be paid for all Public Holidays whether rostered to work or not.

35. Volunteer Emergency Service Leave

- 35.1 Subject to a general state of emergency being declared, an employee may be entitled to paid time off if called out to attend to an emergency situation and is a member of a recognized state emergency service. This time off will only be permitted where the service has a formal roster system in place that provides for volunteers to be called for limited periods during the year.

36. Mental Health Day/BBQ

- 36.1.1. City Circle and employees agree that the following Mental Health Initiative will apply subject to company requirements and as far as practicable in accordance with the following:

- 36.1.2. Two months prior to the AWU Construction Mental Health Day (1st Monday in December each year) the employer and employees will confer about the appropriate dates to conduct Mental Health Day BBQ at City Circle.
- 36.1.3. City Circle will hold discussions with employees, site delegates and the AWU about the engagement of guest speakers who specialise in the mental health field and have a demonstrated understanding of mental health issues in the sector- to address attendees at the Mental Health BBQ.
- 36.1.4. Employees will be permitted to attend Mental Health BBQ for a minimum of 2 hours duration at the commencement of their lunch break. This may or may not be staggered pending on the production requirements of each site.
- 36.1.5. City Circle will facilitate the entry of AWU officials to discuss with employees the AWU Mental Health Raffle just prior to or at the City Circle Mental Health BBQ.”

37.Redundancy

- 37.1.1. Redundancy means a situation, where an employee ceases to be employed by an employer other than for reasons of misconduct, refusal of duty, or failure to meet agreed performance standards. An employee will be paid out any unused sick leave on top of redundancy payments.

Redundancy pays an employee shall receive redundancy/severance payments, calculated as follows:

Period of Continuous Service	Redundancy or Severance Payment
More than One year but less than two years	4 weeks' pay
Two years but less than three	6 weeks' pay
Three years but less than four	7 weeks' pay
Four years but less than five	8 weeks' pay
Five years but less than six	10 weeks' pay
Six years but less than seven	11 weeks' pay
Seven years but less than eight	13 weeks' pay
Eight years but less than nine	14 weeks' pay
Nine years but less than ten	16 weeks' pay
Ten years +	16 weeks' pay

38. Proposed Contractors, Sub-Contractors

- 38.1.1. It is not the intention of City Circle to undermine conditions and job security of employees. Prior to contractor or sub-contractor performing work covered by the scope of the enterprise bargaining agreement the following protocol will take place:
- 38.1.2. Prior to any contractor, Sub-contractor or LH being engaged or commencing work, site EA Representative/AWU delegates/representative will be notified who the intended contractor is. Furthermore, the expected duration of engagement and what works will be performed. Alternatives to the engagement of contractors to perform such work will take place such as the ability for the work to be conducted in house.
- 38.1.3. In the interest of maintaining job security, if the employer engages contractors or labour hire, it will require the contractor or labour hire provider to perform work or engage its workers, on rates of pay, entitlements and conditions at least equal to that which employees in the relevant classification covered by this enterprise agreement are entitled to.
- 38.1.4. No permanent employee will be made redundant whilst contractors or labour hire employees or casual employees engaged by the employer are performing work that is, or has been, performed by employees covered by this agreement.

39. Income Protection

- 39.1.1. It the commencement of the Agreement and for the term of the Agreement, the employer shall take out an income protection scheme for each employee by a provider agreed to by the Union, the employees and the employer.
- 39.1.2. The income protection scheme shall provide the following benefits: -
- 39.1.2.1. 80% of the average earnings capped at a maximum \$1,000 earnings per week per employee.
 - 39.1.2.2. 28 day waiting period
 - 39.1.2.3. Maximum 104 weeks cover

40. Signatories

The contents and spirit of this agreement are endorsed and supported by:

- 40.1.1.1. City Circle Recycling Pty. Ltd. (the employer) 714-716 High Street Kew East Vic.
- 40.1.1.2. The employees of City Circle Recycling Pty. Ltd.: and
- 40.1.1.3. Australian Workers Union 685 Spencer Street West Melbourne

Signatures:

<i>On behalf of the Employer</i>	<i>On behalf of the Employee</i>
 Deborah Skidmore	 Ronnie Hayden
<i>Managing Director</i>	<i>Victorian Secretary</i>
Nominated Managerial Representative	Nominated Bargaining Representative
City Circle Recycling Pty. Ltd.	The Australian Workers Union
714-716 High Street Kew East Vic. 3102	685 Spencer Street West Melbourne Victoria, 3003.
Date: 12th November 2024	Date: 12 November 2024

Appendix A: Pay Rates

Date Effective	1/10/2024 4%	1/10/2025 3.6%	1/10/2026 3.6%
Job Classification			
Operator	\$39.83	\$41.26	\$42.75
Yardman	\$39.50	\$40.98	\$42.44
Labourer	\$39.07	\$40.48	\$41.94
Meal Allowance	\$19.38	\$20.08	\$20.80
Travel Allowance	\$32.44	\$33.61	\$34.82
First Aid & OH&S Rep	\$6.26 daily	\$6.49 daily	\$6.72 daily

Appendix B: Disciplinary Procedure

Introduction

- a) The following procedure shall be applied where the employee is alleged to be behaving in a manner that is inconsistent with Companies policies, procedures and requirements for appropriate standards of conduct from all of its employees.
- b) In the case of disciplinary action because of sexual harassment the approved company sexual harassment grievance procedures must be followed.

Objective

The objective of these procedures shall be to effect or change the behavior of the employee to make that behavior consistent with the Companies' required standard of conduct for all of its employees.

Employee Representation

An employee representative shall be present at any point in the procedure at the request of either party (employee or management).

Employer Representation

The Company may request the attendance of its legal or employer organization representative at any point in this procedure.

Procedure

Employees shall be reminded of the policies, procedures and requirements of the Company relative to standards of conduct.

Except in the case of serious misconduct, no disciplinary action or dismissal for disciplinary matters shall be undertaken unless the following procedures are completed.

- a) Where a transgression is alleged, an employee shall be notified of the allegation by the appropriate supervisor/manager and afforded opportunity to respond.
- b) Where disciplinary action is necessary the employee shall be informed of the reason and the severity of the situation by the appropriate supervisor/manager (i.e. whether the employee may be dismissed or suffer some other form of disciplinary action).
- c) The first warning shall be oral and will be recorded in the employee's personnel file. The employee will be provided with a copy of all information recorded on their personnel file related to this first, warning notice. Any form of written record shall be attached to the employee's personnel file.
- d) If the problem continues, or related problems continue, the matter will again be discussed with the employee.
- e) A second warning in writing will be given to the employee and recorded in the employee's personnel file

- f) If the problem or related problem continues the matter will again be discussed with the employee and a final warning given. This shall be issued in writing and receipt shall be acknowledged by the employee's signature. The original copy shall be placed in the employee's personnel file.
- g) In the event the problem reoccurs or if any other breach of discipline occurs, the employment of the employee shall be terminated without further notice.

Review of Warning Notices

After a period of 12 months from the last warning, the Company will review the warning notices and remove them from the employee's file subject to subsequent satisfactory behaviour or at the discretion of the Site Manager.

Termination without Notice

Nothing in this procedure shall affect the company's right to summarily dismiss an employee. Where any employee has been involved in an instance of serious misconduct an investigation of the matter will take place prior to any decision to dismiss being made. Employees will be given an opportunity to respond to the allegations prior to the decision to dismiss being confirmed.

Serious misconduct includes but is not limited to any of the following:

- a) wilful or deliberate behaviour by the employee that is inconsistent with continuation of the employee's contract of employment;
- b) conduct that causes imminent and/or serious, risk to:
 - I. the health or safety of any person; or
 - II. the reputation, viability or profitability of the Company's business.
- c) the employee engages in any of the following during the course of their employment:
 - I. theft; or
 - ii) fraud; or
 - iii) assault; or
 - iv) wilful damage to property or equipment of the employer or any other person; or
 - v) bullying and/or harassment.
- d) presenting for work whilst under the influence of alcohol or drugs or in any other way contravening company 'Zero Tolerance' policies regarding drugs and alcohol in the workplace; or
- e) having alcohol or non-prescription drugs in their possession while in the workplace; or
- f) refusal to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

Where an employee is dismissed for serious misconduct, no notice or payment in lieu of notice will be made.

Appendix C: Guide to Employee Classifications

Classification	Responsibilities	Competency
Operator	Crushing and Screening Plant Operation	<ul style="list-style-type: none"> • Crushing & Screening Process Control • Plant Service & Maintenance
Operator	Wheel Loader Operation	<ul style="list-style-type: none"> • Ticketed • Face Loader Operation • Sales Loader Operation • Raw Feed & Product Stockpiling • General Site Loader Operations • Pug Mill Operation
Operator	Excavator Operation (20Tonne & Over)	<ul style="list-style-type: none"> • Ticketed • Pulverizing • Loading Crusher Feeder • Hydraulic Shovel/Excavator Operation
Operator	Weighbridge Duties Incoming Load/Sales & Dispatch allocation	<ul style="list-style-type: none"> • Sales Reception Training • Sales Dispatch Training
Yardman	<p>Man-On-Ground Yard & Environmental</p> <p>Incoming Load Inspection</p>	<ul style="list-style-type: none"> • Crushing & Screening Plant Cleaning, • Service & Maintenance. • Water Tanker Operation (HD License) • Skid Steer (Ticketed) • Excavator/Digger (<5Tonne Ticket) • Asbestos Awareness Cert. • Traffic Management
Labourer	Unskilled duties	<ul style="list-style-type: none"> • Picking • Crushing & Screening Plant Cleaning, Service & Maintenance

