

# **CLEANAWAY EASTERN CREEK (ORGANICS) ENTERPRISE AGREEMENT 2024**

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## **1. TITLE**

This agreement shall be known as the Cleanaway Eastern Creek (Organics) Enterprise Agreement 2024 (the Agreement) and is made pursuant to the Fair Work Act 2009 (Cth)

## **2. COMMENCEMENT AND PERIOD OF OPERATION**

- 2.1. This Agreement comes into operation seven (7) days after it has been approved by the Fair Work Commission (the FWC).
- 2.2. The nominal expiry date for this Agreement is 30 June 2027. 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 its employees employed in the classifications contained in this Agreement who perform work in connection with waste management services, including the collection, transportation, handling, recycling and disposal of any waste material and the operation of transfer stations, landfill sites, recycling depots, and related services in Cleanaway's Eastern Creek organics processing (Employee or Employees); and
  - b) The Australian Workers Union, NSW Branch (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 reclaims or extra claims.

## 5. NATIONAL EMPLOYMENT STANDARDS

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

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

### 7.1. Definitions

- a) Award means, the Waste Management Award 2020 for employees engaged in Production and the Manufacturing and Associated Industries Award 2020 for employees engaged in Maintenance.
- b) Base Rate of Pay means, the rate of pay payable to an Employee for their ordinary hours of work and does not include incentive-based payments or bonuses, loadings, monetary allowances, overtime or penalty rates or any other separately identifiable amounts.
- c) Casual Employee is given its meaning pursuant to section 15A of the FW Act.
- d) Company means, Cleanaway Operations Pty Ltd.
- e) Continuous service is given its meaning pursuant to section 22 of the FW Act.
- f) Day Shift Worker is an employee who works all their ordinary hours within the span of hours outlined in clause 20.1.3 of this agreement
- g) Employee or Employees means a person performing work under this Agreement to whom this Agreement covers and applies to.
- h) Employee organisation has the meaning given in section 12 of the FW Act.
- i) Eligible Employee means members and persons eligible to be members of the Workplace Delegate's organisation who are employed by the Company and are covered by this Agreement
- j) Eligible Community Service is given its meaning pursuant to section 109 of the FW Act.
- k) FW Act means the Fair Work Act 2009 (Cth).
- l) Full rate of pay means the rate of pay payable to the employee, including all the following: incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates, and any other separately identifiable amounts.
- m) 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.

- n) NES means the National Employment Standards under the FW Act.
- o) Ordinary Time Earnings has the same meaning given by section 6(1) of the Superannuation Guarantee (Administration) Act 1992 (Cth).
- p) Ordinary Hours of Work is given its meaning pursuant to clause 20 of this Agreement.
- q) Ordinary Time Rate is the rate as prescribe for the employee's relevant classification in clause 17.2 of this agreement.
- r) Serious Misconduct has the meaning given in regulation 1.07 of the Fair Work Regulations 2009 (Cth).
- s) Confined Space means any space designated as a Confined Space under the employer's workplace health and safety system. Employees can view a list of all designated Confined Spaces on request from their manager.
- t) Site means the location where the Company operates its business.
- u) Heavy Mobile Plant shall mean any mobile plant, including, but not limited to, front-end loaders and tool carriers, and having a power rating in excess of 112kw.
- v) Light Mobile Plant shall mean any mobile plant including, but not limited to, fork-lifts, bob cats and skid loaders, and having a power rating of 112kw or less.
- w) Workplace Delegate has the meaning given in section 350C(1) of the FW Act.
- x) Workplace Delegate's organisation means the Union
- y) Union 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**

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. This term applies if the employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

9.2. For a major change referred to in 9.1(a):

- 9.2.1 a) The employer must notify the relevant employees of the decision to introduce the major change; and
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 9.2.2 the employer must recognise the representative if:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative;
- 9.2.3 As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
    - i) the introduction of the change; and
    - ii) the effect the change is likely to have on the employees; and
    - iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
      - I. for the purposes of the discussion—provide, in writing, to the relevant employees:
      - II. all relevant information about the change including the nature of the change proposed; and
      - III. information about the expected effects of the change on the employees; and
      - IV. any other matters likely to affect the employees.
- 9.2.4 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.2.5 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.2.6 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 9.2.7 In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
  - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs.
- 9.3. For a change to regular roster or ordinary hours of work as referred to in 9.1(b)
- 9.3.1
- a) the employer must notify the relevant employees of the proposed change; and
  - b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.3.2 the employer must recognise the representative if:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative;
- 9.3.3 As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the relevant employees the introduction of the change; and
  - b) for the purposes of the discussion—provide to the relevant employees:
    - i) all relevant information about the change, including the nature of the change; and
    - ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.3.4 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.3.5 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.3.6 In this clause ‘relevant employees’ means: the employees who may be affected by a change referred to in subclause 9.1

## **10. DISPUTE RESOLUTION**

- 10.1. This clause sets out procedures to settle the dispute If a dispute relates to:
- a) a matter arising under the agreement; or
  - b) the National Employment Standards;
- 10.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this Clause
- 10.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 10.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 10.5. The Fair Work Commission may deal with the dispute in 2 stages:
- 10.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 10.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- a) Arbitrate the dispute; and
- b) make a determination that is binding on the parties.

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

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

- 10.6. While the parties are trying to resolve the dispute using the procedures in this Clause:
- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b) an employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
    - i) the work is not safe; or
    - ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - iii) the work is not appropriate for the employee to perform; or
    - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 10.7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with the provisions contained in this Clause.

## 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) states 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. DUTIES**

- 12.1. The Company may direct an employee to carry out such duties as are within the limits of the employee's skills and competence, provided that such duties are not designed to promote de-skilling.
- 12.2. The Company may direct an employee to carry out such duties and use such materials, tools and equipment as may be required provided that the employee has been properly trained in the use of such materials, tools and equipment.
- 12.3. Any directions issued by the Company under this clause are to be consistent with the Company's responsibilities to provide a safe and healthy working environment.
- 12.4. Where an employee fails to demonstrate competence, or maintain a licence or authority required for the performance of their duties, the Company may reclassify an employee to a lower level. During this reclassification, the employee will be paid at the lower level rate. An employee so reclassified is entitled to seek an opportunity to demonstrate competence or provide evidence of the reinstatement of the license or authority and on so doing will immediately be reinstated to their previous classification.
- 12.5. The Company agrees to act fairly when making decisions which affect employees. The employees agree to be reasonable and fair in respect to matters covered by this agreement or matters put forward by the Company.

## **13. TRAINING**

- 13.1. Employees shall undertake training as reasonably directed by the Company.
- 13.2. Where an employee is required or directed to attend training by the Company:
- a) training will be conducted at the Company's expense; and
  - b) employees will be paid in accordance with the terms of this agreement for travel to and attendance at any training;



- c) Training may occur during the employee's ordinary rostered hours, or outside the employee's ordinary rostered hours. Payment for attendance at training will include any relevant shift loadings or overtime payments where relevant;
- 13.3. The employee undertaking training at his or her own initiative must undertake the training in his or her own time and at his or her own expense.
- 13.4. Notwithstanding anything else contained in this Agreement, employees may be engaged under a traineeship consistent with the terms of Schedule D- National Training Wage appearing in the Award.

## **14. TYPES OF EMPLOYMENT**

### 14.1. Types of Employment

14.1.1 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.

### 14.3. Part Time Employment

14.3.1 A Part-time Employee:

- a) works an agreed number of ordinary hours that is less than 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.
- c) A part time Employee will be roster for a minimum of four (4) consecutive hours on any given shift.

14.3.2 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;

14.3.3 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 ongoing basis. Variation on a one-off basis may be include in writing via a signed roster or signed timesheet.

14.3.4 Overtime will be paid in accordance with the provisions outlined in clause 23 of this Agreement.

## 14.4. Casual employment

14.4.1 Casual Employees are engaged and paid as such in accordance with section 15A of the FW Act.

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

14.4.3 A Casual Employee:

- a) can elect to accept or reject the offer to work at the time the work is offered.
- b) will work as required and according to Cleanaway's or its Client's operational requirements.
- c) shall be paid a casual loading of 25%;
- d) is entitled to a minimum payment for four (4) hours work for each shift;
- e) Maybe be engaged for up to the maximum number of hours as prescribed in clause 20.1.5 of this Agreement;

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

15.1. Division 4A of FW Act prescribes the process and obligations of the parties in respect to conversion to fulltime or parttime

15.2. A casual employee who has been engaged by the Employer on a regular and systematic basis for a period of 6 months is eligible to convert to full-time or part-time employment.

15.3. Appendix "C" of this agreement provides an outline of the conversion process. Nothing in Appendix C will be taken to override the provisions of the FW Act.

## 16. EMPLOYMENT CLASSIFICATIONS

16.1. Background

16.1.1 Employees will be employed in a classification shown in this Agreement but 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 Employees will be classified by the Company in one (1) of the classifications outlined below table according to the duties that they are required by the Company to perform.

16.1.3 Employees shall participate in training as required by the Company and assist in the training of other Employees as and when necessary or as required by the Company.

16.1.4 Employees may progress through the classification structure at the Company's discretion. The Company will consider the operational requirements of the business and the Employee's knowledge, skills, qualifications / licenses, and other factors relevant to the position.

16.2. Classification Definitions

16.2.1 Classification Structure for Production Employees is outlined in Appendix A

16.2.2 Classification Structure for Maintenance Employees is outlined in Appendix B

16.2.3 At the commencement of this agreement:

- a) All Trade Fitters will be classified at Level 3
- b) All Electricians will be classified at Level 4
- c) Where a maintenance employee does not have all the skills or competencies required to be classified at the relevant level the employee and their manager shall agree on a plan so that the employee will achieve those skills and competencies over a period of time.

16.3. Mixed Functions

16.3.1 An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate for such day or shift except where the higher duties are performed as part of training for the employee with a view to extending the employee’s range of skills and knowledge of the business.

16.3.2 An employee engaged to work for two hours or less on any one day or shift shall be paid the higher rate for the time so worked.

## 17. BASE RATE OF PAY

17.1. The first wage increase will take effect from the first full pay period on or after the date the agreement comes into operation. All percentage wage increases thereafter will take effect from the first full pay period following the percentage wage increase dates expressed in this Agreement.

17.2. An Employee must be paid not less than the following hourly Base Rate of Pay for work in accordance with the relevant classification from the first full pay period after this Agreement comes into operation.

17.2.1 The rates pay outlined below are increase by on the stated date by the increase stated in the table. The increase payable on 1 July 2025 shall be increased by an additional \$0.15 per hour to account for the discontinuation of the employee bonus.

17.2.2 Production Rates of Pay

Classification	Date of Operation	1 July 2025	1 July 2026
	4%	4%	4%
Level 1	\$28.88	\$30.19	\$31.40
Level 2	\$29.81	\$31.15	\$32.40
Level 2A	\$30.65	\$32.03	\$33.31
Level 3	\$31.11	\$32.50	\$33.80
Level 4	\$34.55	\$36.08	\$37.52
Level 5	\$37.58	\$39.23	\$40.80
Level 6	\$39.60	\$41.33	\$42.98
Level 4 - 4 on 4 Off	\$52.74	\$55.00	\$57.20
Level 5 – 4 on 4 Off	\$56.35	\$58.75	\$61.10
Level 6 – 4 on 4 Off	\$59.50	\$62.03	\$64.51

17.2.3 Maintenance Rates of Pay

Classification	Date of Operation	1 July 2025	1 July 2026
	3%	4%	4%
Level 1	\$40.71	\$42.49	\$44.19
Level 2	\$46.00	\$47.99	\$49.91
Level 3	\$53.05	\$55.32	\$57.53
Level 4	\$58.35	\$60.83	\$63.26

Note: Appendix E outlines the relevant hourly rates for overtime and penalties

17.2.4 Weekly rates for four on four off employees are based on an average of 42 hours per week which are made up of 38 ordinary hours plus 4 additional hours. Weekend Penalties and Shift Loadings are included in the rate of pay outlined in the table 17.2.2.

17.2.5 In the event that an Employee is paid above the applicable Base Rate of Pay for the work performed by the Employee any increase may be absorbed until such time as the employee is paid at the rate applicable for the work performed by the employee.

17.2.6 Employee, other than a Casual Employee, employed at the time this agreement comes into operation will be entitled to a back payment from 1 July 2024 to the effective date of the first pay increase of the agreement. The back payment will be paid as a lump sum calculated at 4% of the wages earned by the employee, excluding allowances. In the case of employees engaged in Maintenance the lump sum will be calculated on 3% of wages earned.

**18. PAYMENT OF WAGES**

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.

**19. ALLOWANCES**

19.1. Overtime Meal Allowance: Where an employee is required to work more than 2 hours of overtime in a day, and the employee has not received prior notification of this requirement, they shall receive an overtime meal allowance as specified in Item 1 in Appendix C.

19.2. First Aid Allowance: An employee who is designated as a first aider will be paid a daily first aid allowance as specified in Item 2 in Appendix C.

19.3. Transport Allowance: An employee required to commence duty before 0400 is entitled to a transport allowance Item 3 in Appendix C.

- 19.4. Confined Space Allowance: Where an employee is directed to work in a Confined Space, they will be paid the relevant hourly allowance as specified in Item 4 in Appendix C. for each hour or part thereof when so engaged, provided that the employee performs such work under a direction of the employer, that the work is not part of training, and that the work continues for at least 30 minutes.
- 19.5. Working on Roofs Allowance: Employees required to work on a building roof will be paid an hourly allowance as specified in Item 5 in Appendix C for each hour or part thereof when so engaged provided that the employee does not perform the task randomly for a period of 30 minutes or less and provided the employee does not perform the task for a period of two hours or less as part of training.
- 19.6. On Call/Stand By
- a) An employee required to hold in readiness to work after ordinary hours will be paid the amount specified in item 6 of Appendix C for each hour or part thereof spent standing by, to be paid until the employee is released from the requirement to stand by.
  - b) All Maintenance employees, unless otherwise agreed, are required to participate in the on call/standby roster.
  - c) It is a condition of receiving this payment that the employee is available at all times to answer any call regarding maintenance issues and, where necessary, attends site to resolve any maintenance issues that may occur during the on-call/stand by period
  - d) Where an employee receiving this allowance receives a call requesting assistance with a breakdown or other maintenance related issue, the employee shall make all reasonable attempts to resolve the issue over the phone prior to attending site to address breakdown or maintenance issue.
  - e) For the purpose of continuous improvement, in circumstances where the employee is required to attend the site to correct a breakdown or maintenance related issue the employee may be required to complete a report and/or analysis of the reason for the fault or breakdown.
- 19.7. Laundry Allowance: The Company shall either provide laundry facilities at the workplace to enable uniforms to be laundered on site by the employees OR otherwise will pay to each employee a laundry allowance as specified in Item 7 in Appendix C for each day when the uniform is worn.
- 19.8. Employee Working on Compost Material: Employees required to perform any or all of the following tasks will be paid at the hourly rate applicable to an employee classified at level 2A for all hours so performed:
- a) Testing the composting material (i.e. temperature, oxygen content and sampling);
  - b) Manually digging holes to inspect for crusting;
  - c) Digging holes to inspect the aeration pipework under the gravel bed
- 19.9. Vehicle Allowance: where an employee is required to use their personal vehicle for work related purposes including travel under clauses 29 or 30 maybe paid at the published ATO rate.

- 19.10. **Leading Hand Allowance:** The Leading Hand allowance shall be paid at a flat rate for each hour a maintenance employee is appointed to the role of Leading Hand and is performing the duties described for a Maintenance Leading Hand within the classification structure. The amount of the allowance is specified in Item 8 of Appendix C.
- 19.11. **Industry Allowance:** The Industry Allowance, payable under the Waste Management Award is included as part of the base rates as specified in clause 17.
- 19.12. **Case Hardened Lens:** If the Company requires an employee to case harden their prescription lenses the Company shall reimburse the cost of the case hardening on a reasonable wear and tear basis.

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

- 20.1. **Hours of Work – Other than Four on Four Off Workers**
  - 20.1.1 An employee's agreed ordinary hours of work, may be averaged over period of not more than 4 weeks
  - 20.1.2 By agreement between the Company and the majority of employee concerned a roster system may operate on the basis that the weekly average of 38 hours is allowed over a period that exceeds 28 days.
  - 20.1.3 **Span of Hours**
    - a) Employees may be rostered to work ordinary hours on any day Monday to Friday 6:00am to 6:00pm and by mutual agreement on Saturday and/or Sunday;
    - b) where an employee is rostered to work ordinary hours outside of these times they will be paid in as per clause 26 "Shift Work"
    - c) Where an employee is rostered ordinary hours at weekends employees will be paid as per clause 24 "Weekend Penalties"
    - d) The spread of hours may be altered by up to one hour at either end of the spread, by agreement between the Company and the majority of employees concerned.
  - 20.1.4 **Full Time Employees**
    - a) shall normally be rostered to work a maximum of 7.6 ordinary hours per day 5 days a week'
    - b) By agreement an employee can be rostered to between a minimum of 4 and a maximum of 12 ordinary hours per day to a maximum of an average of 38 hours per week over a 4 week period.
- 20.2. **Four on Four Off Shift Workers – Hours of Work**
  - 20.2.1 Hours may be rostered by the Company on a four days on / four days off basis with an employee required to work no more than 12 hours on any day of work. Remuneration will be paid commensurately averaged over a sixteen (16) week basis.
  - 20.2.2 The rate of remuneration paid to a for on four off employees as set out in Clause 17.2 represents the all-purpose rate applicable to the position and takes into account of overtime and working on Saturdays, Sundays and Public Holidays.
- 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 The roster or shift arrangements may be altered by the parties' consent at any time or by amendment of the roster or shift arrangement by giving the affected Employees seven (7) days' notice.
- 20.3.3 Employees may swap shifts with Company approval. Swapping of shifts will not be approved in circumstances where the swap will result in an employee have less than an 8 hour break between shifts, including any overtime worked.
- 20.3.4 Employees shall ensure that are at their required place if work fully ready to commence their shift at their rostered starting time. The employee's working time, except for break, shall continue until the rostered finishing time of the shift.
- 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 the 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.
  - 20.4.3 By agreement between the Company and an individual employee the 10-hour break provided for in this clause may be reduced to a period of no less than 8 hours, included circumstances under clause 20.3.3.
  - 20.4.4 An employee may agree to alter their rostered shift start and finish times, in accordance with clause 20.3.2 so that the employee receives a 10 hour break.

## **21. MAKE UP TIME**

- 21.1. In exceptional circumstances, an Employee may apply to the Company for make-up time.
- 21.2. If the Company elects to approve the Employee's application for "make up time" then the Employee may take the agreed period of paid time off during their ordinary hours of work and then make up and work the lost paid hours at a time nominated by the Company.

## **22. MEAL BREAKS**

- 22.1. Regular Meal Breaks
  - 22.1.1 An employee shall not be required to work for more than five hours without a break of at least 24 minutes for a meal.
  - 22.1.2 By agreement between the Company and an employee or the majority of employees affected, an employee or employees may be required to work up to six hours without a meal break of at least 24 minutes.

- 22.1.3 The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet operational requirements. Once agreed, the employee shall be entitled to commence his/her break ten minutes prior to the time agreed for the break for the purpose of washing, but then shall be at his/her workplace ready to resume work at the time agreed for the meal break to finish.
- 22.1.4 An employee may be directed to work during the time normally taken for meal breaks at base rate of pay for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while the plant is idle. In the event an employee is directed to return to work during their meal break the employee shall be permitted recommence their meal break once the required tasks are completed.
- 22.1.5 If an Employee is not given the meal break in clause 22.1.1, the Company must pay the Employee an additional payment from the end of five (5) hours until either the meal break is given or the shift ends. Such additional payment will be calculated at the rate of 50% of the Base Rate of Pay for their classification (as set out in clause 17) for each hour or part thereof.
- 22.2. Rest Breaks
- 22.2.1 Where an employee is rostered to work a shift of 10 ordinary hours or more, an Employee will be given an additional 15-minute paid rest break to be taken during the second half of the shift. Rest breaks must be taken at times that are convenient to the Company and do not interfere with the continuity of operations.

## 23. OVERTIME

- 23.1. Reasonable Overtime
- 23.1.1 Subject to this clause 23.1.2, the Company may require an Employee to work reasonable overtime at overtime rates.
- 23.1.2 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.
- 23.2. Entitlement to Overtime Rates
- 23.2.1 An Employee, is paid at overtime rates 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 (normally 7.6 hours per day);



d) in excess of the average of 38 hours per week;

## 23.3. Overtime Rates

23.3.1 An 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 3 hours	After 3 hours	-
Between midnight Saturday and midnight Sunday	-	All hours	-
Public holiday - minimum 4 hours pay	-	-	All hours

23.3.2 The minimum payment for overtime that is worked as an additional shift is four (4) hours.

23.3.3 Continuous shift workers, that is employees engaged and paid on a 4 on 4 off roster shall be paid overtime at double time of the base rate, that is double time of the rate that would apply for the employee's classification if the employee was not working a 4 on 4 off roster.

23.3.4 When less than 8 hours' notice has been given to the Company by a relief shift worker that he or she will be absent from work and the shift worker whom that person should relieve is not relieved and is required to continue work on his or her rostered day off, the unrelieved employee shall be paid double time.

23.3.5 Overtime worked on any shift stands alone.

23.3.6 Overtime is not payable to shift workers for work done outside ordinary hours where the time worked is:

- a) By arrangement between shift workers themselves;
- b) On a shift to which an employee is transferred on short notice as an alternative to standing the employee down, in circumstances which would otherwise entitle the Company to deduct payment for the day.

## 23.4. Rest Break

23.4.1 An employee working overtime must be allowed a rest period of twenty minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.

23.4.2 Where an employee is required to work overtime on a Saturday, Sunday or Public Holiday rest breaks will be paid at the employee's base rate of pay.

23.4.3 Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours an employee, before starting the overtime, is entitled to a meal break of twenty minutes to be paid at base rates.

- 23.4.4 The Company and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the Company is not required to make any payment in excess of or less than what would otherwise be required under this sub-clause.
- 23.5. Call-Back
- 23.5.1 An employee recalled to work overtime after leaving the Company's enterprise (whether notified before or after leaving the enterprise) is to be paid for a minimum of four hours' work at the rate of time and one half for the first three hours and double time thereafter. Except in the case of unforeseen circumstances arising, an employee will not be required to work the full four hours as the case may be if the job he or she was recalled to perform is completed within a shorter period.
- 23.5.2 Where an employee is recalled to work for a second time, in the same day, or on a Sunday, the employee will be paid a minimum of four hours work at double time.
- 23.5.3 This subclause does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.
- 23.5.4 Overtime worked in the circumstances specified in this subclause is not to be regarded as overtime for the purpose of 20.4 when the actual time worked is less than three hours on the call back or on each call back.

## 24. WEEKEND PENALTIES

- 24.1. The Company may roster an Employee to perform their ordinary hours of work on Saturday or Sunday to meet the operational requirements of the business and its clients.
- 24.2. Weekend work will be paid the following weekend penalty rates:

Work Pattern	150% - Base Rate of Pay	200% - Base Rate of Pay
Between midnight Friday and midnight Saturday	All Hours	-
Between midnight Saturday and midnight Sunday	-	All Hours

- 24.2.1 An Employee required by the Company to work weekend work shall be paid for a minimum of four (4) hours of work.

## 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 equivalent to the overtime rate that would have been payable to the Employee for the overtime worked.

- 25.3. If requested by the employee, or where such time has not been taken within four weeks, the Company will pay the Employee for the overtime at the overtime rate applicable as if the overtime was worked

## 26. SHIFT WORK

### 26.1. Definitions

- a) **Afternoon shift** means a shift where the ordinary hours of work finish after 6.30 pm but not later than 12.30 am.
- b) **Night shift** means a shift where the ordinary hours of work finish after 12.30 am and at or before 8.30 am.
- c) **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.
- d) **Rostered shift** means a shift for which the Employee concerned has had at least 48 hours' notice.
- e) **Shift work** 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 7 days' notice.

### 26.3. Shift Loadings

26.3.1 The following shift loadings shall apply:

- a) an Afternoon Shift must be paid a loading of 17.5% of their base rate of pay.
- b) a Night Shift must be paid a loading of 30% of their base rate of pay.
- c) A Casual Employee engaged on shift work must be paid 25% casual loading and the relevant shift loading as specified in clause 26.3.1

26.3.2 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 for the hours worked on the Saturday, Sunday or Public Holiday.

### 26.4. Shift work—Overtime

26.4.1 An Employee engaged on shift work must be paid at overtime as prescribed by clause 23. Overtime will be calculated on the employee's base rate of pay instead of the shift loading if the shift work is performed outside the Employee's ordinary hours of work

26.4.2 Notwithstanding clause **Error! Reference source not found.** continuous shift-workers shall be paid double time for all overtime worked.

### 26.5. Transfer To or From Shift Work

- 26.5.1 Day workers shall receive at least 14 days' notice of any requirement to move to a shiftwork roster.
- 26.5.2 Where an employee does not receive 14 days' notice, the employee shall be paid at overtime rates for work performed outside of the ordinary hours within the 14 days' notification of the change.
- 26.5.3 The provisions of clause 26.5.1 may be changed so that less than 14 days' notice may be required to be given only where there is agreement between the employer and an employee.

## 27. TERMINATION OF EMPLOYMENT

### 27.1. Notice By Employer

- 27.1.1 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.
- 27.1.2 The Company may terminate the Employee's employment by giving the Employee written notice (in accordance with clause 27.1.3) and stating the day of the termination.
- 27.1.3 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.
- 27.1.4 This clause 27.1 does not affect the Company's right to, at any time, make payment in lieu of part or all of the notice period.
- 27.1.5 The minimum period of notice for Full-time and Part-Time Employees is as follows:

Period of continuous service	Period of notice
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

- 27.1.6 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.

- 27.1.7 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 the Employee has engaged in Serious Misconduct.
- 27.2. Notice by an Employee
- 27.2.1 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 27.1.6 is not required.
- 27.2.2 Where the Employee fails to give the required notice, or elects not to work out the notice period, where permitted by law, the Company may withhold from monies due to the Employee on termination an amount not exceeding 1 week's pay that the Employee would have been paid under this Agreement in respect of the notice period required by this provision, less any period of notice actually given by the Employee.
- 27.2.3 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.
- 27.3. Alternatives to Termination
- 27.3.1 In the event that Cleanaway determines that there are grounds to consider terminating an employee covered by the agreement on the grounds of misconduct, Cleanaway may consider other options to termination these include:
- a) Temporary demotion to a lower classification for a period of no more than 6 weeks; and/or
  - b) Suspension from work for a period of no more than 4 weeks on ordinary pay only; and/or
  - c) Suspension from work for a period of no more than 2 weeks without pay.
- 27.3.2 An employee who has been advised that Cleanaway is considering terminating their employment may propose one of the above sanctions as an alternative to termination.
- 27.3.3 Cleanaway is under no obligation to implement any of the options outline in clause 27.3.1 and is under no obligation to provide any reasons for not implementing any of the listed options.

## **28. REDUNDANCY**

- 28.1. Entitlement to Redundancy Pay
- 28.1.1 An Employee is entitled to be paid redundancy pay by the Company in accordance with the NES.
- 28.1.2 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.
- 28.1.3 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.
- d) Ordinary and customary turnover of labour includes such circumstances as the Company losing a contract with the client for any reason (except by way of a commercial decision made by the Company), the Company entering into a period of care and maintenance or a period of manning down.

28.1.4 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.

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

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	18 weeks' pay

28.2. Transfer to lower paid duties

28.2.1 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.

28.3. Employee Leaving During Notice Period

28.3.1 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.

## 28.4. Job Search Entitlement

28.4.1 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, prior to the date the Employee is seeking leave.

28.4.2 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.

28.4.3 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.

## 28.5. Consultation for Redundancy

28.5.1 Where the Company has made a definite decision to introduce change that is likely to result in positions being made redundant, as part of the consultation process the Company will advise the Union of the change including the likelihood of redundancies.

28.5.2 The Company will consult with the Union and the relevant employees in respect to options for consideration in supporting the potentially impacted employees. The Company will genuinely consider the information or options provided in consultations, however, is under no binding obligation to apply any of options provided.

28.5.3 If required, the Company shall determine the redundancy selection process, including the option of calling for voluntary redundancies.

28.5.4 In the event that voluntary redundancies are called for the Company shall determine the area or areas of the business that nominations may come from. A nomination or lack of nomination will not guarantee the offer of redundancy or continued employment. A nomination will be considered in conjunction with the needs of the business.

## 29. TRAVEL AND BUSINESS EXPENSES

29.1. The Company may require the employee to undertake reasonable travel in the course of his/her employment. The reasonable expenses of such travel will be paid or reimbursed by the Company in accordance with its procedures and policies.

29.2. The Company will pay or reimburse such reasonable travel and business expenses as the employee may incur in performing his/her duties

## **30. PERFORMING WORK AT OTHER LOCATIONS**

- 30.1. An employee may, due to operational reasons, be requested to work at another Cleanaway site for a period of time. In such circumstances:
- a) The Company will advise the employee of the reason they are being requested to work at another site and the period of time that they will be required to work at the alternative site;
  - b) The employee may reject the request to work at another Cleanaway site;
  - c) the employee will be paid at the higher of the rates prescribed by either this Agreement or any Agreement that applies at the site the work is being performed;
  - d) where the employee is required to provide their own transport to the alternative site Cleanaway will reimburse the employee for the difference in the distance of travel to and from their normal place of work, at Eastern Creek, and the alternative Cleanaway site.
- 30.2. Clause 30.1(d) shall also apply in circumstances where the employee is required by Cleanaway to attend training at a different location.

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

- 31.1. It is a condition of employment that an Employee completes all the necessary pre-employment checks and obtains and maintains the holding of all licences, authorisations and qualifications required to perform their duties.
- 31.2. 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.
- 31.3. Employees are required to adhere to all rules and regulations regarding access to the Client's Sites.

## **32. SUPERANNUATION**

- 32.1. Company Contributions
- 32.1.1 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.
- 32.1.2 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.
- 32.2. Voluntary Employee Contributions
- 32.2.1 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.



- 32.3. Superannuation Fund
- 32.3.1 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 the default fund Australian Super, or such other complying fund nominated from time to time by the Company.
- 32.3.2 The Company will make the superannuation contributions while the Employee is on any paid leave.
- 32.4. Absence From Duty
- 32.4.1 The Company shall continue to make superannuation contributions 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.

## **33. PUBLIC HOLIDAYS**

- 33.1. Entitlement to Public Holidays
- 33.1.1 Public Holidays are provided for in the NES.
- 33.1.2 A public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State of New South Wales Government to be observed generally by persons throughout the State or locality thereof, or where such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a Public Holiday for the purposes of this Agreement.
- 33.1.3 The days are proclaimed or gazetted each year shall be a Public Holiday for the purpose of this Agreement:
- a) New Year's Day
  - b) Australia Day
  - c) Good Friday
  - d) Easter Saturday
  - e) Easter Sunday
  - f) Easter Monday
  - g) Easter Tuesday
  - h) Anzac Day
  - i) King's Birthday
  - j) Labour Day or Eight Hours' Day
  - k) Christmas Day
  - l) Boxing Day

- 33.2. Payment of Public Holidays
  - 33.2.1 Employees required to work on a Public Holiday will be paid for a minimum of four hours work at double time and one half, to be paid until the employee is relieved from duty with a minimum start of four hours. This does not apply to employees working a four on / four off roster.
  - 33.2.2 Where shifts commence between 11:00pm and midnight on a Sunday or Public Holiday, the time so worked before midnight does not entitle the employee to the Sunday or Public Holiday rate for that shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or Public Holiday and extending into the Sunday or Public Holiday shall be regarded as time worked on the Sunday or Public Holiday.
- 33.3. Substitution of Public Holidays
  - 33.3.1 By agreement between the Company and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the Public Holiday in lieu of any of the prescribed days.
  - 33.3.2 The Company and an individual employee may agree to the employee taking another day as the Public Holiday in lieu of the day which is being observed as the Public Holiday in the enterprise or relevant section of the enterprise.
- 33.4. Reasonable Requests to Work on Public Holidays
  - 33.4.1 The parties acknowledge that due to the nature of the Company's operation the site is required to operate on every day of the year, including all Public Holidays.
  - 33.4.2 An employee is entitled to be absent from his or her employment on a day or part day that is a public holiday in the place where the employee is based for work purposes.
  - 33.4.3 The Company may request an Employee to work on a public holiday by providing the Employee no less than seven (7) days' notice prior to the public holiday.
  - 33.4.4 If the Company requests an Employee to work on a public holiday, the Employee may refuse the request if:
    - a) the request is not reasonable; or
    - b) the refusal is reasonable.
  - 33.4.5 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 Employee's personal circumstances, including family responsibilities;
    - b) whether the Employee could reasonably expect that the Company might request work on the public holiday;
    - c) 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;
    - d) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
    - e) the amount of notice in advance of the public holiday given by the Company when making the request;

- f) 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
- g) any other relevant matter.

## **34. ANNUAL LEAVE**

### **34.1. Annual Leave Entitlement**

- 34.1.1 Annual leave is provided for in the NES. It does not apply to Casual Employees.
- 34.1.2 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.
- 34.1.3 Employees classified as Shiftworkers under clause 20.2 or 26 will be entitled to five (5) weeks (190 hours) of paid annual leave per year of service with the Company. Where the shiftworker is engaged on a 4 on 4 off roster they shall be entitled to 210 hours of annual leave per year of service.
- 34.1.4 Annual leave accrues progressively during a years' service according to the Employees ordinary hours of work and accumulates from year to year.
- 34.1.5 Part-time Employees will be entitled to four (4) weeks annual leave on a pro-rata basis according to ordinary hours worked.

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

### **34.3. Payment for Annual Leave**

- 34.3.1 The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.
- 34.3.2 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:
  - a) For day worker s - additional leave loading of 17.5%; or
  - b) for other employees, what the employee would have been paid for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the Agreement and any other wages payable under the employee's contract of employment.

### **34.4. Requirement to Take Leave**

- 34.4.1 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 as per clause 45 – Shutdown and Standdown; or
  - b) where more than eight (8) weeks' (or ten (10) weeks for shift worker) leave is accrued, and agreement cannot be reached on when the employee will take leave;

### **34.5. Agreement to Cash Out of Paid Annual Leave**

- 34.5.1 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.

## **35. PERSONAL / CARER'S LEAVE**

### 35.1. Paid Personal/Carer's leave

35.1.1 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.

35.1.2 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.

35.1.3 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.

### 35.2. Unpaid carer's leave

35.2.1 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.

### 35.2.2 Broken service

35.2.3 If an employee is terminated by the Company and is re-engaged by the Company within a period of six months, then the employee's unclaimed balance of personal/carer's leave shall continue from the date of re-engagement.

### 35.3. Notice and Evidence Requirement

35.3.1 Where an Employee is unable to attend for work due to illness or injury the Employee should advise the Company nominated contact person as soon as reasonably practicable, which in some circumstances may be after the commencement of their shift.

- 35.3.2 Where an employee is absent from duty on account of personal illness or injury, the employee must provide evidence, such as a medical certificate or statutory declaration, that would satisfy a reasonable person if:
- a) The employee is absent for a period of two days or longer;
  - b) The employee is absent on the working day immediately before or after a Public Holiday or a period of Leave;
  - c) The employee is requested to provide evidence to support the absence;
- 35.4. Where the employee has been advised of concerns regarding excessive or pattern absenteeism the employee may be directed to provide a medical certificate for all absences. The Company shall meet with the employee to discuss these concerns before any direction is issued.
- 35.5. An employee may be requested to provide evidence, that would satisfy a reasonable person, for any absence from duty on account of a requirement to provide care or support to a member of their immediate family or household;

## **36. ACCIDENT MAKE-UP PAY**

- 36.1. This clause shall apply to all employees other than casuals covered by this Agreement and it shall apply only in respect of incapacity which results from an injury received at the workplace.
- 36.2. The circumstances under which an employee shall qualify for accident make-up payment are as follows:
- a) The Company will pay an employee accident make-up payment where the employee receives an injury for which weekly payment or compensation is payable by or on behalf of the Company pursuant to the provisions of the appropriate compensation legislation as amended from time to time.
  - b) "Accident make-up payment" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the appropriate compensation legislation and the employee's ordinary rate of pay excluding overtime.
  - c) Accident make-up payment shall not apply in respect of any injury during the first five normal working days of incapacity.

## **37. COMPASSIONATE/BEREAVEMENT LEAVE**

- 37.1. The NES provides that an Employee is entitled to take up to three (3) days compassionate leave when a member of the Employee's immediate family or household:
- i) contracts or develops a personal injury or illness that poses a serious threat to their life; or
  - ii) sustains a personal injury that poses a serious threat to his or her life; or
  - iii) dies, or
- b) 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

- c) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 37.2. 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.
- 37.3. The employee will provide the Company with satisfactory evidence of the death/incapacity.

## **38. COMMUNITY SERVICE LEAVE**

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

## **39. LONG SERVICE LEAVE**

- 39.1. Long service leave is provided for in the relevant Long Service Leave legislation.
- 39.2. If an employee has been with the Company for at least 5 years, and the employment comes to an end for any reason other than Serious Misconduct, an employee is entitled to be paid their accrued long service leave.

## **40. PARENTAL LEAVE**

- 40.1. Employees are entitled to Parental Leave in accordance with the NES.

## **41. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE**

- 41.1. Employees are entitled to Family and Domestic Violence Leave in accordance with the NES.

## **42. BLOOD DONORS LEAVE**

- 42.1. Full and Part time employees are entitled to be absent from work, without loss of pay, for up to 2 hours, 4 times a year, for the purposes of the employee donating blood. Employees are required to give at least 3 working days' notice that they intend to exercise this right, and they may be required to provide proof of their attendance to give blood.

## **43. OTHER LEAVE**

- 43.1. Other leave may be granted at the sole discretion of the Company and on such conditions that may be imposed by the Company, on application by an employee stating the reason or purpose for which leave is sought.

## 44. EXTENDED LEAVE REQUESTS

### 44.1. Extended Leave Requests

44.1.1 Where an employee requests an extended period of leave from their accrued leave entitlement and part of the reason for the request is excessive travel time related to family circumstances the Company's consideration of the request will include, but not be limited to, the following:

- a) The length of the leave requested;
- b) The reason for the leave;
- c) The type of leave being taken;
- d) Whether the leave is for unforeseen personal circumstances, and if the additional leave is requested concurrently to Compassionate or Carer's Leave;
- e) Whether travel to and from the final destination would be reasonably considered to take an unusually extended period of time;
- f) Whether the employee is providing reasonable notice given the length and reasons for the leave;
- g) What previous requests for leave and extended leave have been granted for the employee;
- h) All other matters relevant to the approval of a leave request;

44.1.2 The Company is under no obligation to approve the request. If the Company is unable to approve the request the Company will discuss alternative options with the employee.

44.1.3 An employee may enter into an arrangement with the Company to accumulate an annual leave to be used at an agreed time for an extended absence.

### 44.2. Additional Compassionate Leave

44.2.1 In certain circumstances, such as death of a direct relative and the employee must travel overseas for the funeral, the Company may grant additional day/s of paid leave where travel to return to for the funeral would reasonably take more than twenty four hours of travel.

44.2.2 In such circumstances the Company may approve additional leave from the employees accumulated leave entitlement in addition to Compassionate/Bereavement Leave and any leave granted under this clause. Such request will be considered under the terms of clause 44.1

44.2.3 In addition to the evidence requirements in clause 37, the Company may require evidence of the employees travel arrangements;

### 44.3. Return to Work

44.3.1 Unless otherwise agreed employees are expected to return to work on the day after the approved period of leave ends. If the employee does not return and does not contact the Company then the Company may consider the employee has abandoned their employment.

## 45. SHUTDOWN AND STAND DOWN

### 45.1. Periodic Maintenance Shutdowns

45.1.1 The Company, may from time to time, suspend production for the purpose of performing substantive maintenance, construction or modification to Company operations.

45.1.2 The Company will provide all employees with at least one month notice of any such shut down. The notification will include the expected start date, duration and nature of the shutdown.

45.1.3 Employees who cannot be fully utilised performing work which is within their range of skills and capabilities will be subject to the following procedure:

- a) The Company shall identify all employees whose skill and capabilities will not be fully utilised and the period of time that it is expected that those circumstance may apply;
- b) The Company will discuss with the impacted employees options for redeployment to other tasks within the Eastern Creek facility. This may include work of a lower skill or the opportunity to learn new skills. If the employee is redeployed to alternative duties they will continue to be paid their normal rate of pay.
- c) If no such work is identified the Company may with the employee redeployment to a different Cleanaway site for part or all of the period of the Shutdown;
- d) If no work is identified under point (b) or (c) then Employees can be requested to take any accrued annual leave or long service leave. The employee may elect to take a combination of leave and leave without pay during this period;
- e) If an employee does not wish to take any accrued leave the employee will be stooddown without pay;

45.1.4 Any arrangement made under point (b) or (c) may be cease at an earlier than agreed date in the event the shutdown ends earlier than planned. If an employee has agreed to take paid leave, then the employee may agree to return to work at an earlier date.

45.1.5 The Company will notify the AWU about the details of any planned shutdown, including the potential impacts of the shutdown to employees. The AWU may assist employees in discussion with the Company.

### 45.2. Unplanned Shutdown

45.2.1 There may be a need to shut down the operations where employees cannot be usefully employed for reasons outside of the Company's control including:

- 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.

45.3. In the event of an unplanned shutdown, the following procedures shall apply:

- a) On the day the emergency arises, employees shall report as usual for the commencement of their shift, at which time they will be advised of the problem, the



- expected duration of the shutdown and the options available to them during the shutdown period;
  - b) The Company shall implement the process outlined in clause 45.1.3.
- 45.3.2 The time for the shutdown will be limited to the time necessary to remedy the situation and employees will be notified immediately when it is possible for them to return to work.
- 45.3.3 The Company will notify the AWU about the details of any unplanned shutdown, including the potential impacts of the shutdown to employees. The AWU may assist employees in discussion with the Company.

## **46. CONSULTATIVE COMMITTEE**

- 46.1. A Consultative Committee shall be established of an equal number of management and elected workforce representatives. Unless otherwise agreed this shall be two (2) management and two (2) workforce representatives. In addition, the AWU delegate may attend upon request of Union members
- 46.2. Unless otherwise agreed the Committee shall meet on a quarterly basis to:
- a) Oversee the successful implementation of the terms of this Agreement.
  - b) Develop further the prospects for improved business performance.
  - c) Company performance indicators, objectives and milestones
  - d) Work under tender
  - e) Planned site works and other relevant operational issues

## **47. DELEGATES RIGHTS**

- 47.1. Background
- 47.1.1 Clause 47 provides for the exercise of rights of Workplace Delegates set out in section 350C of the FW Act.
- 47.1.2 A Workplace Delegate must give the Company written notice of the following:
- a) their appointment or election as a Workplace Delegate, prior to exercising any entitlements under this Clause; and
  - b) Within 14 days of ceasing to be a Workplace Delegate.
- 47.1.3 If requested, the Workplace Delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.
- 47.2. Right of representation
- 47.2.1 A Workplace Delegate may represent the industrial interests of Eligible Employees who wish to be represented by the Workplace Delegate in matters including:
- a) Consultation about major workplace change;
  - b) Consultation about changes to rosters or hours of work;
  - c) Resolution of disputes;
  - d) Disciplinary processes;

- e) Enterprise bargaining where they are appointed as a bargaining representative under the FW Act or are assisting the Workplace Delegate's organisation with enterprise bargaining;
- f) Any process or procedure in relation to the Agreement or a policy of the Company under which Eligible Employees are entitled to be represented and which concern their industrial interests.

#### 47.3. Entitlement to reasonable communication

47.3.1 A Workplace Delegate may communicate with Eligible Employees for the purpose of representing their industrial interests under Clause 47.2.1 of this Agreement. This includes discussing membership of the Workplace Delegate's organisation with Eligible Employees.

47.3.2 A Workplace Delegate may communicate with Eligible Employees during work hours, work breaks or before or after work.

#### 47.4. Entitlement to reasonable access to the workplace and workplace facilities

47.4.1 The Company must provide the Workplace Delegate with access to or use of the following workplace facilities:

- a) A room or area to hold discussions which is fit for purpose, private and accessible by the Workplace Delegate and Eligible Employees;
- b) A notice board (either physical or electronic);
- c) Electronic means of communication that are ordinarily used by the Company and Eligible Employees to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi;
- d) A lockable filing cabinet or other secure document storage area; and
- e) Office facilities and equipment including printers, scanners and photocopiers.

47.4.2 The Company is not required to provide the use of or access to the workplace facilities in Clause 47.4.1 if:

- a) the workplace does not have the facility;
- b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought;
- c) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### 47.5. Entitlement to reasonable access to training

47.5.1 The Company must provide a Workplace Delegate with access to up to 5 days of paid time per calendar year, with the maximum training days for the site not exceeding 15 days, during normal working hours to attend training or other event related to representation of the industrial interests of Eligible Employees, subject to the following conditions:

- a) Approval of leave is subject to operational requirements of the Company. Approval must not be unreasonably withheld;
- b) Payment for a day of paid time during normal working hours is payment of the amount the Workplace Delegate would have been paid for the hours the Workplace Delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- c) The Workplace Delegate must give the Company not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
  - d) If requested by the Company, the Workplace Delegate must provide the Company with an outline of the training content.
- 47.5.2 The Company must advise the Workplace Delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the Workplace Delegate's access to paid time during normal working hours to attend the training has been approved.
- 47.5.3 The Workplace Delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.
- 47.6. Exercise of entitlements under Clause 47.4
  - 47.6.1 A Workplace Delegate's entitlements under Clause 41.4 are subject to the conditions that the Workplace Delegate must, when exercising those entitlements:
    - a) comply with their duties and obligations as an Employee of the Company;
    - b) comply with the reasonable policies and procedures of the Company, including the Company Values, Code of Conduct, and Occupational Health and Safety requirements and acceptable use of ICT resources;
    - c) not hinder, obstruct or prevent the normal performance of work; and
    - d) not hinder, obstruct or prevent Eligible Employees exercising their rights to freedom of association.
  - 47.6.2 Clause 47.4 does not require the Company to provide a Workplace Delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Employees.
  - 47.6.3 Clause 47.4 does not require an Eligible Employee to be represented by a Workplace Delegate without the employee's agreement.
- 47.7. Under section 350C of the FW Act, the Company must not;
  - a) unreasonably fail or refuse to deal with a Workplace Delegate;
  - b) knowingly or recklessly make a false or misleading representation to a Workplace Delegate; or
  - c) unreasonably hinder, obstruct, or prevent the exercise of the rights of a Workplace Delegate under the FW Act or this Agreement.

## **48. UNIFORMS AND TOOLS**

- 48.1. Uniforms
  - 48.1.1 The Company will provide uniforms to employees covered by this Agreement. These uniforms are to be worn at all times whilst the employee is engaged performing work but shall not be worn otherwise outside the workplace except when going to work or home from work.
  - 48.1.2 The Company shall supply the following items on annual basis;

- a) 5 Shirts
- b) 5 pairs of shorts/trouser
- c) 1 pair of boots

48.1.3 Additionally, the Company shall supply a winter jacket every two years, with the first jacket being provided in April 2026.

48.1.4 In the event that laundry facilities are made available, including by way of external laundering service,

- a) employees will be responsible for ensuring that they only retrieve uniforms belonging to themselves (i.e. identified by the name on the uniform) and under no circumstances retrieve a uniform belonging to another employee;
- b) the laundry allowance referred to in Clause 19.7 will cease to apply, irrespective of whether the employee uses the facility or not.

48.2. Tools of Trade

48.2.1 In the event that tools of trade or other equipment are made available for the employee's use in connection with performing the prescribed duties of his/her employment, such items remain the property of the Company and do not form part of the employee's remuneration.

48.2.2 Any such items must be returned to the Company immediately upon the termination of employment and may be withheld or withdrawn from the employee during his/her employment in the event that they are not required to be used by the employee for any period of time.

48.2.3 The employee is responsible for the safe use of the said equipment and for the keeping of items in a clean and secure situation.

## **49. WORK CULTURE**

49.1. It is the commitment of the parties to this agreement to take all reasonable steps help to prevent and eliminate discrimination, bullying and harassment in the workplace. The parties acknowledge the benefits of workplace diversity and will work to ensure that positive and inclusive behaviour is displayed by employees, management and site visitors at all times. This includes, but is not limited to, addressing and where necessary investigating concerns or complaints, whether raised formally or informally, expediently and fairly.

49.2. The parties to this agreement are committed to maintaining a safe working environment. This includes but is not limited to all parties taking all reasonable steps required to comply with the WHS Act and Regulations.

## **50. DISCIPLINARY PROCEDURE**


50.1. Overview

50.1.1 Where the Company is dissatisfied with either the performance or the conduct of an employee, the following steps/processes shall be followed.

- 50.1.2 The Company shall raise the issue directly with the employee.
- 50.1.3 If the Company decides that an investigation is warranted, after talking to the employee, the Company shall conduct an investigation into the conduct or performance issue.
- 50.2. Investigation
  - 50.2.1 The investigation may be formal or informal depending on the circumstance or the issue.
  - 50.2.2 Employees are required to participate in any investigative process.
  - 50.2.3 Upon the completion of the investigation, the Company shall advise the employee of its findings and any proposed disciplinary outcomes.
  - 50.2.4 The Company is required to keep confidential any information gathered in the investigation and to not disclose such information other than as required by law or so as to afford a person natural justice.
  - 50.2.5 Employees who are participating in this process are also required to keep any information they receive as part of the investigation confidential.
  - 50.2.6 Employees who are participating in any investigation are entitled to have a support person present, which may include a union official.
- 50.3. Outcomes
  - 50.3.1 Where the Company is satisfied, following an investigation that an employee has engaged in misconduct, poor conduct or poor performance the employee may be subject to one or more of the following disciplinary outcomes. Generally employees will move through the system from Stage 1 through to Stage 2 and then Stage 3. Stage 3 sanctions are only available in lieu of terminating the employment of the employee.
  - 50.3.2 Stage 1
    - a) No action; or
    - b) A verbal warning, with a file note entered onto their personal file; and/or
    - c) A written warning.
  - 50.3.3 Stage 2
    - a) Loss of overtime privileges for a period of no more than 4 weeks and/or
    - b) Final Written Warning.
  - 50.3.4 Stage 3 – sanctions in lieu of termination of employment
    - a) Temporary demotion to a lower classification for a period of no more than 6 weeks; and/or
    - b) Suspension from work for a period of no more than 4 weeks on ordinary pay only; and/or
    - c) Suspension from work for a period of no more than 2 weeks without pay
- 50.4. Interaction with the dispute resolution procedure
  - 50.4.1 An employee aggrieved by an outcome detailed in clause 50.3.4 above, may utilise the dispute resolution procedure contained in this agreement.

## 51. SIGNATORIES

### Company Representative

<b>Name</b>	Michael Sankey
<b>Authority to sign (role)</b>	General Manager – Solid Waste Services, NSW/ACT
<b>Address</b>	600 Woodstock Avenue, Rooty Hill NSW 2766
<b>Signature</b>	 19/11/24

### Employee Bargaining Representatives

<b>Name</b>	Elaine Hall
<b>Authority to sign (role)</b>	Employee covered by the Agreement and Delegate
<b>Employee Position</b>	Production Operator
<b>Address (work)</b>	Wallgrove Road, Eastern Creek NSW 2766
<b>Signature</b>	

<b>Name</b>	Robert Duncan
<b>Authority to sign (role)</b>	Employee covered by the Agreement and Delegate
<b>Employee Position</b>	Electrician
<b>Address (work)</b>	Wallgrove Road, Eastern Creek NSW 2766
<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 – PRODUCTION CLASSIFICATIONS**

### **Level 1: Probationary Employees**

- (a) A Level 1 employee is a probationary employee, or who is undertaking in-house induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training, multi-skilling and career path opportunities, site layout, work and documentation procedures, occupational health and safety and quality control/assurance.
- (b) An employee at this level performs routine duties to the level of his/her training. In the course of performing these duties an employee:
- Exercises minimal judgment;
  - Works under direct supervision;
  - Undertakes structured training so as to enable him/her to perform work at Level 2;
  - Applies basic literacy and numeracy skills;
  - Is responsible for their own safety.
- (c) Indicative tasks which an employee at this level are:
- General labouring and cleaning duties;
  - Basic hand picking/sorting;
  - Checking, receiving & dispatch
  - Performing errands.

### **Level 2 – Production Assistant, Sorters**

- (a) A Level 2 employee is an employee who has satisfactorily completed their probationary period so as to enable him/her to perform work within the scope of this grade.
- (b) An employee at this grade performs duties which require skills above and beyond those of an employee at Level 1 and perform those duties to the level of his/her training. In the course of performing these duties an employee:
- Works under routine supervision, either individually or in a team environment;
  - Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviation/faults;
  - Understands and utilises basic statistical process control procedures.
- (c) Indicative tasks of an employee at this level are:
- Work of a primarily manual nature;
  - Repetition work on automatic, semi-automatic or single purpose machines or equipment;
  - Use of selected hand tools;
  - Cleaning;
  - Maintaining simple records;
  - Hand picking/sorting;
  - May assist in the provision of on-the-job training;
  - Loading and unloading;

- Operating a mobile sweeper.

### **Level 3: Production Operator**

- (a) A Level 3 employee is an employee who is appointed by the Company as a Level 3 employee, and who has satisfactorily completed in-house and/or external training so as to enable them to perform work within the scope of this grade.
- (b) An employee at this grade performs duties, which require skills above and beyond those of an employee at Level 2 and performs those duties to the level of his/her training. In the course of performing these duties an employee:
- To be able to perform duties of a Level 2 employee;
  - Is responsible for the quality of his/her own work;
  - Works under general supervision, either individually or in a team environment;
  - Exercise discretion within his/her level of skills and training;
  - Operates flexibly between production stations;
  - Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 2;
  - Ensures occupational health and safety requirements are observed by Level 1 and Level 2 employees in their area.
- (c) Indicative tasks of an employee at this level are:
- Documenting and recording of goods, materials and components;
  - Basic inventory control in the context of the production and/or distribution process;
  - Basic keyboard skills exercised in the context of the production and/or distribution process;
  - Use of precision measuring instruments associated with quality analysis and assessment;
  - Ability to measure accurately;
  - Provides assistance to Production Supervisors;
  - Provides assistance with on-the-job training;
  - Operates all static plant;
  - Operates mobile plant, except for Heavy Mobile Plant, on a regular basis. May operate Heavy Mobile Plant incidental to their work, where qualified.

### **Level 4 – Production Operator, (Heavy Mobile Plant)**

- (a) A Level 4 employee is an employee who is appointed by the Company as a Level 4 employee, and who has satisfactorily completed in-house and/or external training so as to enable them to perform work within the scope of this grade.
- (b) An employee at this grade performs duties, which require skills above and beyond those of an employee at Level 3 and performs those duties to the level of his/her training. In the course of performing these duties an employee:
- Is able to perform the duties of a Level 3 employee;
  - Works from complex instructions and procedures;
  - Provides assistance, to the Production Supervisor with on-the job training;



- Is responsible for assuring the quality of their own work, and the quality of work of others;
- Has knowledge of the relevant processes within the Company's operation;
- Exercises a wide range of discretions consistent with their training;
- Possesses sound interpersonal skills;
- Works under infrequent supervision, either individually or in a team environment;
- Possesses sound knowledge of computer functions associated with their functions;
- Ensures occupational health and safety requirements are observed by Level 1, Level 2 and Level 3 employees in their area.

(c) Indicative tasks of an employee at this level are:

- Operates control room;
- Use of precision measuring instruments;
- Machine setting, loading and operation;
- May operate all equipment necessary to complete their work, including Heavy Mobile Plant, where licensed;
- Inventory and store control including licensed operation of all appropriate transport and materials handling equipment; such as trucks, overhead cranes;
- Use of tools and equipment within the scope of this grade (basic maintenance);
- Computer operation at a level higher than that of an employee at Level 3;
- Non-trade maintenance and fault finding skills;
- Provides basic quality checks on the work of others;
- Provides assistance with on-the-job training;

## **Level 5– Production Leading Hand**

(a) A Level 5 employee appointed by the Company as a Level 5 position and

- has a sound knowledge of the Company's business.
- A performs duties, which require skills above and beyond those of an employee at Level 4 and to the level of his/her training.

(b) In the course of performing these duties, a Level 5 employee:

- Leads the team in conjunction with management and the shift supervisor.
- Understands and applies quality control techniques to ensure that work performed conforms with established operational standards;
- Receiving instructions and allocating the workflow to employees;
- Exercises good interpersonal and communications skills;
- Leads and directs front line staff in activities of operations and/or maintenance.
- Operates, sets-up and adjusts all production machinery in the plant;
- Co-ordinates work in a team environment or works individually under limited supervision;
- Exercises discretion within the scope of this level;
- Trains employees at lower levels on the instructions of management;
- Liaises with clients and management to ensure efficient operation of plant.
- Administration of work systems and processes;
- Liaise with clients to ensure efficient turnaround of trucks;

- Controlling the standards of work and work output set by management and other staff;
- identifying shortages in labour, or material or equipment failures, and bringing any deficiencies to management for consideration;
- Delivering training to levels 1, 2, 3 and 4 only on the instructions of a manager, including site induction training;
- Ensures Workplace Health & Safety requirements are observed by Level 1, Level 2, Level 3 and Level 4 employees.
- Collects samples where required in order to maintain quality of product.

## **Level 6 – Control Room Operator**

- (a) A person appointed to the role of Control Room Operator, shall be engaged on a 24/7 rotating roster. The Control Room Operator retains overall responsibility for the running of the production process.
- (b) Duties of the Control Room Operator include, but are not limited to”
- Responsible for monitoring of all plant and equipment operating on site
  - Communication with other operational areas, including production floor, hard stand, maintenance and production management
  - Recording and reporting of plant downtime
  - Problem solving across multiple disciplines and directing resources to maintain plant operation
  - Liaising with maintenance team as required on any equipment breakdowns and stoppages, including contacting on call maintenance employees as required;
  - Responsible for the supervision and operation of the site in the absence of a Supervisor or production Management;
  - Overseeing vehicle movements across site to ensure efficient and safe unloading and unloading of vehicles
- (c) The rate of pay for a control room operator, includes consideration for the additional responsibilities associated with being responsible for the supervision and the operation of the site in the absence of a Supervisor.

## APPENDIX B – MAINTENANCE CLASSIFICATIONS

### Level 1 Maintenance – Trades Assistant/Storeperson

Maintenance Storeperson shall:

- Be responsible for the operations of the maintenance stores;
- Holds a forklift licence
- Be Responsible for the paperwork relating to the receiving and dispatching of stores
- Demonstrates appropriate safe work behaviours
- Holds a NSW driver license

Trade Assistance

- Provides non trades level support to the maintenance team
- Works under supervision of another member of the maintenance team
- Demonstrates appropriate safe work behaviours

### Level 2 Maintenance – Tradesperson

- has relevant trade qualifications;
- Participates in on the job training and familiarisation with the specific site process and equipment;
- Demonstrates appropriate safe work behaviours;

### Level 3 Maintenance – Experienced Trades Fitter

Is a qualified mechanical trade (fitter, boilermaker, mechanic etc.);

- Is responsible for the quality of their own work;
- Has knowledge and experience in the maintenance requirements of the operational machinery on site, including but not limited to:
  - Shredder
  - Biomax
  - Terminator
  - Conveyers
  - Trommels
  - Chain conveyors
  - Mills
  - Balers
- Is aware of the location and critical controls for the majority of the equipment on site;
- Understands and complies with all safety procedures relevant to site maintenance including but not limited to JSA's, task risk assessments and isolation procedures
- Holds the following high risk licenses as required:
  - Working at heights
  - Confined Space Entry
  - Dogging license
  - Forklift
  - Telehandler Verification

## **Level 4 Maintenance – Experienced Electrician**

- Hold an unrestricted Electrical Trades Licence;
- Is responsible for the quality of their own work;
- Has knowledge and experience in the electrical maintenance requirements of the operational machinery on site, including but not limited to:
  - Shredder
  - Biomax
  - Terminator
  - Conveyers
  - Trommels
  - Chain conveyors
  - Mills
  - Balers
  
- Is aware of the location and critical controls of all equipment on site;
- Understands and complies with all safety procedures relevant to site maintenance including but not limited to JSA's, task risk assessments and isolation procedures
- Has the ability to investigate, diagnose and resolve equipment faults;
- Holds the following high risk licenses as required:
  - 11m EWP
  - Working at heights
  - Confined Space Entry

## **Maintenance Leading Hand**

Either a Level 3 or Level 4 Maintenance Employee may be appointed a Leading Hand. The Leading Hand shall be responsible for the daily supervision and coordination of the work performed by their maintenance team, with a focus on ensuring preventative and routine maintenance requirements are met. The Leading Hand shall be responsible for the development and team adherence to risk assessment and site safety documentation. The Leading Hand shall normally be rostered to work on dayshift.

Responsibilities of the Leading Hand include, but are not limited to:

- Completion of JSAs;
- Issuing of Permits to Work
- Overseeing team compliance with required process and procedures
- Acting up as Maintenance Supervisor as required
- Communication between maintenance teams and with production on day to day maintenance issues;
- Planning for approved maintenance jobs;

**APPENDIX C – ALLOWANCES**

Classification	Allowance	Commencement Of Agreement	1/7/2025	1/7/2026
Item 1	Meal Allowance	\$20.43 <sup>1</sup>	\$21.15	\$21.89
Item 2	First Aid	\$5.16 <sup>1</sup>	\$5.34	\$5.53
Item 3	Transport	\$10.42 <sup>1</sup>	\$10.78	\$11.16
Item 4	Confined Spaces	\$10.76 <sup>2</sup>	\$11.14	\$11.53
Item 5	Work on Roofs	\$10.76 <sup>2</sup>	\$11.14	\$11.53
Item 6	Stand by	\$13.50 <sup>3</sup>	\$13.97	\$14.46
Item 7	Laundry	\$2.52 <sup>2</sup>	\$2.61	\$2.70
Item 8	Leading Hand	\$8.00 <sup>3</sup>	\$8.32	\$8.65

Legend:

- 1 These rates have been increased to the current Waste Management Award rate
- 2 These rates have been increased by 4% from the rate that applies under the last EBA
- 3 These rates have been increased to an agreed amount

Increase on 1/7/2025 and 1/7/2026 is 4%

**APPENDIX D - EXPLANATION OF CASUAL CONVERSION PROCESS**

1. A casual employed directly by the employer who has been employed for a period of a least six months on a regular basis can apply to be converted to full time or part time employment.
2. The employee must respond, in writing. to the employee’s request to be converted to Part time of full time within 21 days of receiving the request
3. The request to convert can be reject by the employer on fair and reasonable grounds. The FW Act provides details of what are “fair and reasonable grounds”
4. If the employee does not elect to make an application to convert or the employer rejects the request the employee will remain a casual employee.
5. The employer cannot reduce or vary an employee’s hours or pattern of work to avoid their obligation under to covert a casual employee

**APPENDIX E – EXPANDED RATES OF PAY**

The following tables are provided for information only to outline the amounts paid in respect to loadings and overtime rates. These are provided as they have been included in previous agreements. There is no commitment from Cleanaway that these tables will be included in future agreements

Due to rounding actual rates paid may differ from these amounts by up a few cents. A few cents difference in these rates and the rates actually paid is not grounds for a grievance or dispute under the terms of this agreement

Rates Payable from date of commencement of operation of the Agreement:

	Normal Time	Afternoon Shift	Night Shift	Overtime 1.5 Public Holiday Additional	Overtime Double	Public Holiday Overtime
<b>Production</b>	1.00	0.175	0.30	1.50	2.00	2.50
Level 1	\$28.88	\$5.05	\$8.66	\$43.32	\$57.76	\$72.20
Level 2	\$29.81	\$5.22	\$8.94	\$44.72	\$59.62	\$74.53
Level 2A	\$30.65	\$5.36	\$9.20	\$45.98	\$61.30	\$76.63
Level 3	\$31.11	\$5.44	\$9.33	\$46.67	\$62.22	\$77.78
Level 4	\$34.55	\$6.05	\$10.37	\$51.83	\$69.10	\$86.38
Level 5	\$37.58	\$6.58	\$11.27	\$56.37	\$75.16	\$93.95
Level 6	\$39.60	\$6.93	\$11.88	\$59.40	\$79.20	\$99.00
<b>Maintenance</b>						
Maint Level 1	\$40.71	\$7.12	\$12.21	\$61.07	\$81.42	\$101.78
Maint Level 2	\$46.00	\$8.05	\$13.80	\$69.00	\$92.00	\$115.00
Maint Level 3	\$53.05	\$9.28	\$15.92	\$79.58	\$106.10	\$132.63
Maint Level 4	\$58.35	\$10.21	\$17.51	\$87.53	\$116.70	\$145.88

## Rates Payable from First Pay Period of or After 1 July 2025

	Normal Time	Afternoon Shift	Night Shift	Overtime 1.5 Public Holiday Additional	Overtime Double	Public Holiday Overtime
Production	1.00	0.175	0.30	1.50	2.00	2.50
Level 1	\$30.19	\$5.28	\$9.06	\$45.29	\$60.38	\$75.48
Level 2	\$31.15	\$5.45	\$9.35	\$46.73	\$62.30	\$77.88
Level 2A	\$32.03	\$5.61	\$9.61	\$48.05	\$64.06	\$80.08
Level 3	\$32.50	\$5.69	\$9.75	\$48.75	\$65.00	\$81.25
Level 4	\$36.08	\$6.31	\$10.82	\$54.12	\$72.16	\$90.20
Level 5	\$39.23	\$6.87	\$11.77	\$58.85	\$78.46	\$98.08
Level 6	\$41.33	\$7.23	\$12.40	\$62.00	\$82.66	\$103.33
Maintenance						
Maint Level 1	\$42.49	\$7.44	\$12.75	\$63.74	\$84.98	\$106.23
Maint Level 2	\$47.99	\$8.40	\$14.40	\$71.99	\$95.98	\$119.98
Maint Level 3	\$55.32	\$9.68	\$16.60	\$82.98	\$110.64	\$138.30
Maint Level 4	\$60.83	\$10.65	\$18.25	\$91.25	\$121.66	\$152.08

## Rates Payable from First Full Pay Period on or After 1 July 2026

	Normal Time	Afternoon Shift	Night Shift	Overtime 1.5 Public Holiday Additional	Overtime Double	Public Holiday Overtime
<b>Production</b>	1.00	0.175	0.30	1.50	2.00	2.50
Level 1	\$31.40	\$5.50	\$9.42	\$47.10	\$62.80	\$78.50
Level 2	\$32.40	\$5.67	\$9.72	\$48.60	\$64.80	\$81.00
Level 2A	\$33.31	\$5.83	\$9.99	\$49.97	\$66.62	\$83.28
Level 3	\$33.80	\$5.92	\$10.14	\$50.70	\$67.60	\$84.50
Level 4	\$37.52	\$6.57	\$11.26	\$56.28	\$75.04	\$93.80
Level 5	\$40.80	\$7.14	\$12.24	\$61.20	\$81.60	\$102.00
Level 6	\$42.98	\$7.52	\$12.89	\$64.47	\$85.96	\$107.45
<b>Maintenance</b>						
Maint Level 1	\$44.19	\$7.73	\$13.26	\$66.29	\$88.38	\$110.48
Maint Level 2	\$49.91	\$8.73	\$14.97	\$74.87	\$99.82	\$124.78
Maint Level 3	\$57.53	\$10.07	\$17.26	\$86.30	\$115.06	\$143.83
Maint Level 4	\$63.26	\$11.07	\$18.98	\$94.89	\$126.52	\$158.15