

***Cleanaway Solid Waste Services Western
Australia (South-West Region) and
Northern Territory Maintenance Enterprise
Agreement 2023***

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1 TITLE

- 1.1. This Agreement shall be referred to as the *Cleanaway Solid Waste Services Western Australia (South-West Region) and Northern Territory Maintenance Enterprise Agreement 2023*.

2 COMMENCEMENT AND PERIOD OF OPERATION

- 2.1. This Agreement shall come into operation seven (7) days from the date of approval by the Fair Work Commission.
- 2.2. The nominal expiry date of this Agreement shall be three (3) years from the date of approval by the Fair Work Commission.
- 2.3. Discussions for a replacement enterprise agreement shall commence no later than three (3) months prior to the nominal expiry date of this Agreement.

3 APPLICATION AND COVERAGE

- 3.1. This Agreement shall cover and apply to:

- (a) Cleanaway Operations Pty Ltd;
- (b) Employees employed in the classifications contained in this Agreement who perform maintenance work in the provision of 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 the South-West Region of Western Australia, and the Northern Territory in Cleanaway's WA Solid Waste Services business unit and NT Solid Waste Services business unit; and
- (c) The Transport Workers' Union of Australia – WA Branch, where the FWC notes in its decision to approve the Agreement that the Agreement covers 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 Employees covered by this Agreement undertake 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 Employees 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

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

6 BETTER OFF OVERALL

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

7 INTERPRETATION AND DEFINITIONS

- (a) **Agreement** means, the *Cleanaway Solid Waste Services Western Australia (South-West Region) and Northern Territory Maintenance Enterprise Agreement 2023*.
- (b) **Award** means, the *Manufacturing and Associated Industries and Occupations Award 2020*.
- (c) **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.
- (d) **Company** means, Cleanaway Operations Pty Ltd.
- (e) **Continuous service** is given its meaning pursuant to section 22 of the FW Act.
- (f) **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.
- (g) **Employee** or **Employees** means, a person performing work under this Agreement to whom this Agreement covers and applies to.
- (h) **Employee organisation** is given its meaning pursuant to section 12 of the FW Act.
- (i) **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.
- (j) **FW Act** means, the *Fair Work Act 2009 (Cth)* (as amended from time to time).
- (k) **FWC** means, the Fair Work Commission (or its successor).
- (l) **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.
- (m) **Leading hand** means, an Employee who is appointed into the position of a Leading hand, and is in charge of other Employees.
- (n) **NES** means, the National Employment Standards under the FW Act.
- (o) **Ordinary hours of work** is given its meaning pursuant to clause 21.1 of this Agreement.
- (p) **Ordinary time earnings** has the same meaning given by section 6(1) of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- (q) **Prior enterprise agreement** means, as applicable, either the:
 - (i) *Cleanaway Northern Territory Workshop Enterprise Agreement 2018*; or
 - (ii) *Solid Waste Services Western Australia (South West Region) Maintenance Enterprise Agreement 2019*.
- (r) **Shiftworker** means, a 7-day worker who is regularly rostered by the Company to work on Sundays and public holidays (being at least 34 Sundays and 6 public holidays) and works in a work group in which shifts are continuously rostered 24 hours a day for 7 days a week.

- (s) **Union** means, the Transport Workers' Union of Australia (WA Branch).
- (t) **Workplace delegate** is given its meaning pursuant to section 350C(1) of the FW Act.
- (u) **Workplace delegates' organisation** means, the Employee organisation in accordance with the rules of which the Workplace Delegate has been appointed or elected.

8 ACCESS TO THIS AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

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

9 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 9.1. This clause 9 applies if the Company:

- (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 Employees of the Company; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

- 9.2. In this clause 9, **Relevant Employees** means the Employees who may be affected by a change under clause 9.1(a) or 9.1(b).

- 9.3. Nothing in this clause 9 requires the Company to discuss or disclose to the Relevant Employees or their representatives any information that the Company reasonably believes is confidential or commercially sensitive information.

Major Change

- 9.4. For a major change referred to in clause 9.1(a):

- (a) the Company must notify the Relevant Employees of the decision to introduce the major change; and
- (b) subclauses 9.5 to 9.10 apply.

- 9.5. After the Relevant Employees have been notified by the Company of its decision to introduce a major change the Relevant Employee may elect to appoint a representative for the purpose of consultation in this subclause. The Company will recognise this representative if the Relevant Employee has advised the Company of the identity of the representative.

- 9.6. The Company must, as soon as practicable after making its decision to introduce the major change discuss with the Relevant Employees:

- (a) the introduction of the change;
- (b) the effect the change is likely to have on them; and
- (c) measures the Company is taking to avert or mitigate the adverse effect of the change on those Relevant Employees.

- 9.7. The Company will invite the views of the Relevant Employees, and must give prompt and genuine consideration to matters raised.

- 9.8. The Company will give the Relevant Employees a reasonable time to consider the information provided. In turn, the Employees must raise any relevant matters to the Company within a reasonable timeframe of taking receipt of the information provided.
- 9.9. If a clause of this Agreement provides for a major change to production, program, organisation, structure, technology then clauses 9.5 to 9.10 will not apply.
- 9.10. For a major change referred to in clause 9.1(a) 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) a major change to the composition, operation or size of the Company'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 the Employees to another workplace; or
 - (g) the restructuring of jobs.

Changes to regular roster or ordinary hours of work

- 9.11. For a change referred to in clause 9.1(b):
- (a) The Company must notify the Relevant Employees of its proposal to introduce a change; and
 - (b) subclauses 9.12 to 9.14 apply.
- 9.12. The Relevant Employee may elect to appoint a representative for the purpose of consultation in this subclause. The Company will recognise this representative if the Relevant Employee has advised the Company of the identity of the representative.
- 9.13. The Company must, as soon as practicable after making proposing to introduce the change, discuss the change with the Relevant Employees. For the purpose of discussion, the Company must provide information to the Relevant Employees about the change. The Company must discuss:
- (a) the introduction of the change;
 - (b) the effect the change is likely to have on them (including any impact in relation to their family or caring responsibilities); and
 - (c) measures the Company is taking to avert or mitigate the adverse effect of the change on those Relevant Employees.
- 9.14. The Company will invite the views of the Relevant Employees, and must give prompt and genuine consideration to matters raised.

10 DISPUTE RESOLUTION

- 10.1. The purpose of this clause 10 is to provide, during the period of an Employee's employment, a procedure to deal with particular types of disputes affecting the Employee.
- 10.2. In the event of a dispute about a matter arising under this Agreement or in relation to the NES, the following sets out the procedure to settle the dispute:

Step 1

The Employee must raise the workplace grievance or dispute to their reporting manager or Site Manager (or Branch Manager). The Employee must include the particulars of the grievance or dispute, the parties to the grievance or dispute, and the relevant Agreement term(s) pertaining to the grievance or dispute.

Step 2

The parties to the workplace grievance or dispute will then attempt to resolve the grievance or dispute at the workplace level by discussing the matter in question between the Employee(s) concerned and the relevant supervisor or the Site Manager (or Branch Manager).

Step 3

If the discussions at Step 2 do not resolve the grievance or dispute to the satisfaction of all parties involved, then the parties will endeavour to resolve the dispute in a timely manner by discussing the matter between the Employee(s) concerned and the Operations Manager or the General Manager as deemed appropriate by the Company.

Step 4

If the dispute is unable to be resolved at the workplace to the satisfaction of any party involved and Steps 2 and 3 have been undertaken, then the Employee(s) concerned will provide the Company with written notice detailing:

- (a) the full matter in dispute;
- (b) the facts in dispute; and
- (c) the resolution sought.

The Company will provide the Employee with a written response as soon as reasonably practicable in the circumstances.

Step 5

If the dispute is unable to be resolved at the workplace level and Step 4 has been undertaken, a party to the dispute may refer the matter to FWC. The FWC may attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation. If the dispute is not resolved by conciliation, then the dispute may be arbitrated by the FWC.

- 10.3. The Company and/or an Employee may appoint another person, organisation and/or association to accompany and/or represent them for the purposes of this clause 10.
- 10.4. While the dispute resolution procedure is being followed, work must continue in accordance with the Employees ordinary working arrangements (status quo), the Agreement and the FW Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Company to perform work, which is safe and appropriate for the Employee to perform, whether at the same or another workplace.
- 10.5. To avoid doubt, this clause 10 does not cover disputes about whether or not the Company had reasonable business grounds under sections 65A(3)(d) and 76A(3)(d) of the FW Act.
- 10.6. The dispute resolution procedure stops operating on the cessation of an Employee's employment and any dispute resolution procedure that had commenced lapses, including any matter referred to the FWC.

11 WORKPLACE DELEGATES RIGHTS

11.1. Clause 11 provides for the exercise of rights of Workplace Delegates set out in section 350C of the FW Act.

11.2. 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.

11.3. If requested, the Workplace Delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.

Right of representation

11.4. 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.

Entitlement to reasonable communication

11.5. A Workplace Delegate may communicate with Eligible Employees for the purpose of representing their industrial interests under clause 11.4. This includes discussing membership of the Workplace Delegate's organisation with Eligible Employees.

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

Entitlement to reasonable access to the workplace and workplace facilities

11.7. 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.

11.8. The Company is not required to provide the use of or access to the workplace facilities in clause 11.7 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.

Entitlement to reasonable access to training

11.9. The Company must provide a Workplace Delegate with access to up to five (5) days of paid time per calendar year during normal working hours to attend training 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 five (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.
- (e) The Company must advise the Workplace Delegate not less than two (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.
- (f) The Workplace Delegate must, within seven (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.
- (g) Access to training is to be available according to the following scale for each depot of the Company:

Number of Eligible Employees at depot	Max number of delegates eligible to attend per year
1-15	1
16-30	2
31-50	3
51-100	4
101 and over	5

Exercise of entitlements under Clause 11

11.10. A Workplace Delegate's entitlements under clause 11 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.

11.11. Clause 11 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.

11.12. Clause 11 does not require an Eligible Employee to be represented by a Workplace Delegate without the Employee's agreement.

11.13. 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.

12 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

12.1. 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 (1) 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.

12.2. The Company must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the FW Act;
- (b) are not unlawful terms under section 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.

12.3. 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 their employment as a result of the IFA; and
- (iv) states the day on which the IFA commences.

12.4. The Company must give the Employee a copy of the IFA within 14 days after it is agreed to.

12.5. 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.

13 DUTIES

13.1. Employees are required to comply with all lawful and reasonable instructions within the Employee's scope, skills and experience, as directed by the Company from time to time.

14 PROBATION

14.1. The first six (6) months of employment with the Company will be a probationary period, excluding casual Employees.

14.2. The probationary period permits the Company to monitor and assess the Employee's performance, attitude and commitment to working in a team, and for the Employee to assess whether they enjoy the job and work environment. The Company may at its discretion waive or extend the requirement to serve a probationary period.

14.3. During the probationary period, the Employee's employment may be terminated with one (1) weeks' notice or by payment in lieu of notice.

15 TYPES OF EMPLOYMENT

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

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) maximum or fixed term.

15.2. 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, casual, maximum or fixed term.

Full-Time Employment

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

Part-Time Employment

15.4. A part-time Employee is an Employee who:

- (a) who works 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.

- 15.5. A part-time Employee will be rostered for a minimum of four (4) consecutive hours on any given shift.
- 15.6. At the time of engagement, the Company and a part-time Employee will agree, in writing, on a regular pattern of work and the number of hours to be worked in a week.
- 15.7. Any agreed variation to the hours of work under this clause will be recorded in writing, which may include a signed roster or signed timesheet.
- 15.8. All time worked outside or in excess of the agreed part-time hours, including any agreed variations, will be overtime and paid for at the rates prescribed in clause 25.

Maximum or Fixed Term Employment

- 15.9. A maximum term Employee may be a full-time or part-time Employee employed up to a maximum period of time or to perform a specific task.
- 15.10. A maximum term Employee is an Employee who:
- (a) is subject to a probationary period;
 - (b) is employed to work up to a maximum period of time however does not have a settled expectation that employment that will endure the full period of time; and
 - (c) must be terminated with notice or reason.
- 15.11. A fixed term Employee is an Employee who:
- (a) is employed to work a specific period of time or was, for any reason, limited to the duration of training arrangement; or
 - (b) is employed under a contract of employment for a specific period of time, for a specific task, or for the duration of a specific season; and
 - (c) are exempt from NES entitlements to notice and redundancy.
- 15.12. In the event a maximum term Employee or a fixed term Employee no longer has the capacity to perform the specific task, or the specific task has been completed before the specific period of time has ended, the Company may terminate the Employee's employment immediately and without compensation.

Casual employment

- 15.13. Casual Employees are engaged and paid as such, in accordance with section 15(A) of the FW Act.
- 15.14. Each engagement of a casual Employee stands alone and does not represent any firm or advance commitment to continuing work.
- 15.15. 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.
- 15.16. A casual Employee will be paid a casual loading of 25% which will compensate the casual Employee for not receiving the following permanent entitlements:
- (a) Annual leave;
 - (b) Paid notice of termination;

- (c) Redundancy pay;
- (d) Paid personal / carers leave;
- (e) Long service leave (where permitted);
- (f) Payment for being absent on a public holiday;
- (g) Paid compassionate leave; and
- (h) Any other paid entitlement permitted by law.

15.17. A casual Employee is entitled to a minimum payment for four (4) hours work for each shift.

16 CONVERSION TO FULL-TIME OR PART-TIME EMPLOYMENT

16.1. Conversion from casual employment to full-time employment or part-time employment will be as set out in the NES.

17 CLASSIFICATIONS

17.1. 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.

17.2. Employees will be classified by the Company in one (1) of the classifications in the below table according to the duties that they are required by the Company to perform.

Classification	Description
Labourer	An Employee providing assistance to Tradespersons and Trades Assistants with repairs, general servicing of Company equipment, keeping the workshop clean and orderly, picking up parts, truck washing and detailing and other tasks as required.
Trade Assistant	An Employee who carries out the cleaning; greasing; oiling and servicing of vehicles; steam cleaning; tyre changing and reports obvious defects observed in the course of their duties and drives vehicles within the confines of the yard as required. The role is to assist qualified tradespersons in daily tasks and whilst doing so learn aspects of the trade. The role consists of aiding and anticipating the needs of Tradespersons.
Tradesperson – Level 1	An Employee who holds a trade certificate (or recognised equivalent) with experience deemed to satisfy minimum requirements, though modest experience. Works under routine supervision either individually or in a team environment. Typically this grade would be the entry point post Apprenticeship, or for an internationally qualified Tradesperson.
Tradesperson – Level 2	An Employee who holds a trade certificate (or recognised equivalent) with experience deemed to satisfy minimum requirements and is capable of working with a minimum amount of supervision. Tradesperson who has extensive experience on heavy vehicles, hydraulics and has a good knowledge of the equipment that relates to the waste industry. Demonstrates good diagnostic and fault-finding skills and able to provide guidance and training to more junior Tradesperson, Trades Assistant or apprentice. Exercises discretion within the scope of the classification; understands and implements quality control techniques. Progression from Tradesperson – Level 1 to Tradesperson – Level 2 will be subject to: <ol style="list-style-type: none"> 1. Three (3) years' post trade qualification experience 2. 1000 hours service with the Company at Tradesperson – Level 1

	<ul style="list-style-type: none"> 3. HR Licence 4. High-risk work licence (forklift) 5. Not be subject to formal performance management at the time of achieving 1000 hours service with the Company at Tradesperson – Level 1
Senior Tradesperson	<p>An Employee who holds a trade certificate (or recognised equivalent) with extensive experience deemed to satisfy minimum requirements and is capable of working independently with the ability to accept all responsibilities of the position. Ability to carry out tasks and processes to a high standard of quality, efficiently and with limited or no guidance. Exercise advanced diagnostic skills in a range of technical areas. Assist in the provision of training in conjunction with leading hand, supervisors and trainers to more junior Tradespersons, Trades Assistants and Apprentices.</p> <p>Progression to this classification will be by appointment by the Company.</p>
Leading Hand	<p>An Employee appointed to be in charge of other Employees with a demonstrated ability to provide direction, coaching and mentoring of Tradespersons, Trade Assistants and Apprentices. Be able to work on their own in an effective and efficient way and take on some responsibility in the running of the workshop. Have ability to perform administrative functions that form part of the role.</p>

17.3. 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.

18 BASE RATE OF PAY

18.1. An Employee must not be paid less than the following Base Rate of Pay in Column F below, for work in accordance with the relevant classification, from the first full pay period on or after (FFPPOOA) this Agreement comes into operation.

Prior Enterprise Agreement			This Agreement				
A	B	C	D	E	F	G	H
Location	Classification	Rate of Pay	Classification	Back payment rate	FFPPOOA operative date	FFPPOOA 1 st anniversary of the operative date	FFPPOOA 2 nd anniversary of the operative date
					9.2%*	3.0%	3.0%
WA	Labourer	\$31.41	Labourer	\$32.98	\$34.30	\$35.33	\$36.39
WA	Trade Assistant	\$34.77	Trade Assistant	\$36.51	\$37.97	\$39.11	\$40.28
WA	Tradesperson	\$42.38	Tradesperson – Level 1	\$44.50	\$44.50 *(5.0%)	\$45.84	\$47.21
NT	Tradesperson	\$42.11			\$44.50 *(5.67%)		
WA	Tradesperson	\$42.38	Tradesperson – Level 2	\$44.50	\$46.28	\$47.67	\$49.10
NT	Tradesperson	\$42.11			\$46.28 *(9.9%)		
WA	Senior Tradesperson	\$44.54	Senior Tradesperson	\$46.77	\$48.64	\$50.10	\$51.60
WA	Leading Hand	\$46.76	Leading Hand	\$49.10	\$51.06	\$52.59	\$54.17

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

18.3. To avoid any doubt, the percentage wage increase does not apply to incentive-based payments or bonuses, loadings, monetary allowances, overtime or penalty rates or any other separately identifiable amounts.

- 18.4. Employees remunerated at the base rate of pay in a Prior Enterprise Agreement, and are covered by a Prior Enterprise Agreement at the end of the pay period in which this Agreement is made in accordance with section 182(1) of the FW Act, shall be entitled to a back payment on all ordinary hours of work performed under the Prior Enterprise Agreement, from the FFPPOA 01 April 2023 until the end of the pay period in which this Agreement is made in accordance with section 182(1) of the FW Act, at the rate prescribed in Column E in clause 18.1.
- 18.5. Employees remunerated at the base rate of pay in a Prior Enterprise Agreement, and are covered by a Prior Enterprise Agreement at the end of the pay period in which this Agreement is made in accordance with section 182(1) of the FW Act, will be entitled to receive the rate of pay prescribed in Column E in clause 18.1 from the start of the FFPPOA this Agreement being made in accordance with section 182(1) of the FW Act, until the end of the pay period in which this Agreement comes into operation.

19 PAYMENT OF WAGES

- 19.1. Except on termination of employment, the Company will pay wages on a weekly basis (or another basis, no 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.

20 ALLOWANCES

- 20.1. Dirty work allowance
A dirty work allowance of \$6.59 shall be paid per day on duty, for work being undertaken that is of an unusually dirty or offensive nature.
- 20.2. First aid allowance
An Employee appointed by the Company to perform first aid duty and who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St John Ambulance (or similar body) will be paid a daily allowance of \$4.50 per day on duty.
- 20.3. Living away from home allowance
An Employee required to work away from their usual workplace and are required to stay away for one (1) or more nights, the Company will pay an allowance of \$60.00 per day for meals, and additionally, will pay for reasonable accommodation.
- 20.4. Meal allowance
An Employee who has not received prior notification and who is required to work overtime for two (2) hours or more prior to the normal agreed starting time or following the completion of ordinary hours shall be entitled to a meal allowance of \$20.43.
- 20.5. Tool allowance
A tool allowance of \$4.00 shall be paid per day on duty.

21 HOURS OF WORK

- 21.1. Ordinary Hours of Work
- (a) The ordinary hours of work of a full-time Employee are an average of 38 hours per week.
 - (b) The average of 38 ordinary hours per week, over a period of not more than three (3) months, will be arranged to meet the ongoing operational requirements of the business.
- 21.2. Spread of Hours
- (a) The spread of ordinary hours of work will be 5:00am to 6:00pm.
 - (b) The maximum ordinary hours of work will not exceed ten (10) hours in a single day, except where agreement has been reached to work up to 12 hours.

- (c) When a full-time Employee is required by the Company to work a regular and traditional five (5) days on and two (2) days off roster arrangement, then the maximum ordinary hours of work will not exceed 7.6 hours (or 8 hours when RDO's are accrued) in a single day.
- (d) The spread of hours in clause 21.2(a) may be altered by up to one (1) hour at either end of the spread by agreement between the Company and the affected Employee.

21.3. Rostering of Start and Finish Times

- (a) 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.
- (b) 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.
- (c) Where an Employee's rostered day off or scheduled day(s) off are required to be changed to meet the operational requirements of the business, the parties may consent to the change at any time or by the Company giving the affected Employees reasonable notice of the change.

22 ROSTERED DAYS OFF (RDO)

22.1. An arrangement for Rostered Days Off (RDO's) may entered into by agreement between the Employee and the Company.

22.2. The RDO arrangements are as follows:

- (a) Employees will work 19-days in a four (4) week period;
- (b) Employees work eight (8) ordinary hours each day in the period, totalling 152 hours across the four (4) week period;
- (c) 0.4 hours will accrue per day over the 19-workdays to cover the payment for the RDO;
- (d) Employees will be rostered to one (1) paid day off in a four (4) week period; and
- (e) Employees will be paid for 38 ordinary hours each week, including the week in which only four (4) days were worked.

22.3. Taking of RDOs

- (a) The Company will set the Employee's RDO in the working roster. The RDO must be taken as per the roster, unless otherwise agreed between the Company and the Employee.
- (b) The Company may require an Employee to forgo and work a RDO due to the operational requirements of the business by providing the Employee no less than 48 hours' notice.
- (c) Where an Employee is required to forgo and work the RDO, the Company and the Employee may agree to:
 - (i) substituting the forgone RDO for an alternate day off; or
 - (ii) swapping the rostered RDO with another Employee; conditional to the Employees working arrangements being substantially the same and no additional cost is incurred by the Company.

22.4. Accrual and Banking of RDOs

- (a) If an Employee is required to forgo an RDO, the Company may agree to the banking of the Employee's RDO hours. Such hours will be accrued and banked at 7.6 hours ordinary hours at the Employee's base rate of pay.
- (b) The maximum allowable banked RDOs hours in a calendar year will be capped at 38 ordinary hours.
- (c) An Employee may request, in writing, to cashing out their banked RDO hours. Such payments will be paid at the employee's base rate of pay for the job classification they ordinarily perform.
- (d) In the event an Employee's banked hours exceeds 38 hours or the Employee has not utilised the banked RDO hours within the same calendar year, then the Company may direct the Employee to:
 - (i) utilise their banked RDO hours by taking paid leave; or
 - (ii) cash out any banked RDO hours at the Employee base rate of pay for the job classification they ordinarily perform.

22.5. RDO and Paid Annual Leave

- (a) In the event that an employee's RDO has been rostered during a period of paid leave, then the RDO day will continue to operate as an ordinary workday and will not be substituted with a paid leave day.

23 MAKE UP TIME

23.1. In exceptional circumstances, an Employee may apply to the Company for make-up time.

23.2. 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.

24 BREAKS

24.1. Meal Breaks

- (a) An Employee, including a casual Employee, will be given an unpaid meal break of 30 minutes during a shift of five (5) hours or greater, which is to be taken within five and a quarter hours of the Employee's start time.
- (b) If an Employee is not given the meal break in clause 24.1(a), the Company must pay the Employee an additional payment from the end of six (6) 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. This additional payment will not apply in situations where the Employee has been given a meal break by the Company, but the Employee has elected not to take that break.

24.2. Rest Breaks

- (a) An Employee will be given a 15-minute paid rest break to be taken during any shift of five (5) or more hours.
- (b) For shifts of ten (10) 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.

25 OVERTIME

25.1. Reasonable Overtime

- (a) The Company may require an Employee to work reasonable overtime at overtime rates.
- (b) 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:
 - (i) any risk to the Employee's health and safety;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Company of the overtime and by the Employee of their intention to refuse it; and
 - (v) any other relevant matter.

25.2. Entitlement to overtime rates

- (a) An Employee is paid at overtime rates for any work performed:
 - (i) Outside the spread of hours, except when working shiftwork;
 - (ii) In excess of the Employee's ordinary hours of work;
 - (iii) In excess of the average of 38 hours per week; and
 - (iv) In excess of the maximum ordinary hours in a single day.

25.3. Overtime rates

- (a) An Employee who is entitled to be paid overtime rates shall be paid:

Day	150% of the Base Rate of Pay	200% of the Base Rate of Pay	250% of the Base Rate of Pay	300% of the Base Rate of Pay
Monday to midnight Friday	First 2 hours	After 2 hours	-	-
Midnight Friday to Midnight Saturday (Minimum 4 hours, except when continuous with a shift commenced the day prior)	First 2 hours	After 2 hours		
Midnight Saturday to Midnight Sunday (minimum 4 hours)	-	All hours	-	-
Public Holiday, excluding Good Friday and Christmas Day (minimum 4 hours)	-	-	All hours	-
Good Friday and Christmas Day (minimum 4 hours)	-	-	-	All hours

- (b) A casual Employee who works overtime shall also be paid the 25% loading as set out in clause 15.16 calculated upon the applicable Base Rate of Pay.
- (c) Overtime worked on any day stands alone.

25.4. Call Back

- (a) An Employee recalled to work overtime after finishing work for that day will be paid for a minimum period of four (4) hours at the applicable overtime rate set out in clause 25.3 for the first recall, and a minimum of two (2) hours for each subsequent recall.
- (b) This clause will not apply where it is routine or scheduled for the Employee to return to work to perform a specific job outside the Employee’s ordinary hours of work, or where the overtime is continuous with the completion or commencement of the Employee’s rostered shift, provided that such period of work is for less than four (4) hours.
- (c) Overtime worked in circumstances specified in this subclause shall not be regarded as overtime for the purposes of clause 25.5 of this clause where the actual time worked is less than the minimum hours.

25.5. Employees required to work overtime will be given at least ten (10) consecutive hours off work between the work of successive days or, if the Employer cannot give the Employee that time off, be paid at double time rates until released from duty and given the 10-hour break without loss of pay for ordinary working time occurring during such absence.

25.6. When an Employee is required to be on-call on the instruction of the authorised manager, the company must pay the Employee an allowance of:

- (a) Monday to Friday \$25.63 per day
- (b) Saturday, Sunday or Public Holidays \$61.50 per day

26 TIME OFF INSTEAD OF PAYMENT FOR OVERTIME

26.1. 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.

26.2. Time off in lieu will be equivalent to the overtime rate that would have been payable to the Employee for the overtime worked.

26.3. If, on the termination of employment, the Employee has accrued time off for overtime worked, then the Company shall pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

27 WEEKEND PENALTIES

27.1. 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.

27.2. 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	First 2 hours	After 2 hours
Between midnight Saturday and midnight Sunday	-	All hours

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

28 SHIFTWORK

28.1. Definitions

- (a) **Afternoon shift** means a shift where the ordinary hours of work finish after 6.30pm but not later than 12.30am.
- (b) **Night shift** means a shift where the ordinary hours of work finish after 12.30am and at or before 8.30am.
- (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 six (6) 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.

28.2. Shift rosters

- (a) The Company must post a shift roster in a prominent place in the workplace.
- (b) The shift roster will specify the commencing and finishing times of ordinary hours of work of respective shifts and will not be altered without 14 days' notice.

28.3. Shift loadings

- (a) The following shift loading shall apply:
 - (i) an Afternoon shift Employee must be paid a loading of 17.5% of their base rate of pay.
 - (ii) a Night shift Employee must be paid a loading of 30% of their base rate of pay.
- (b) A casual Employee engaged on shift work must be paid 25% casual loading and the relevant shift loading as specified in clause 28.3, calculated independently of each other. To avoid doubt, casual Employees working shift work will not be subject to overtime payments unless their working hours exceed the maximum daily ordinary hours, or 38 hours over a seven (7) day period.
- (c) 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 28.

28.4. Shift work—Overtime

- (a) An Employee engaged on Shift Work must be paid at overtime rates as prescribed by clause 25 instead of the shift loading in clause 28.3, if:
 - (i) The Employee has not had a least 48 hours' notice of Shift work; or
 - (ii) The Shift worker is not regular shift worker (as defined in clause 28.1(e) of this Agreement); or
 - (iii) The Shift work is performed in excess of the daily ordinary hours, the hours that are in excess.
 - (iv) For part-time Employees, hours in excess of the agreed hours.

28.5. Transfer To or From Shift Work

- (a) The Company may transfer an Employee to or from Shift work by providing seven (7) days' notice and ensuring the Employee has at least 10 hours off duty before commencing Shift work. Notice includes the posting of the working roster.
- (b) If the Employee does not receive the required notice, the Employee must be paid overtime rates for all work done outside previous ordinary working hours of work within seven (7) days of the time of notification of the change.

29 TERMINATION OF EMPLOYMENT

29.1. Notice of Termination

- (a) 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.
- (b) The Company may terminate the Employee's employment by giving the Employee written notice in accordance with clause 29.1(c), and stating the day of the termination.
- (c) 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:
 - (i) perform alternative duties; or
 - (ii) perform no duties and not attend for work.
- (d) This clause 29 does not affect the Company's right to, at any time, make payment in lieu of part or all of the notice period.
- (e) 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

- (f) 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.
- (g) The minimum period of notice for a casual Employee is four (4) hours.
- (h) 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 of Serious Misconduct.

29.2. Notice by an Employee

- (a) 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 29.1(f) is not required.

- (b) 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 one (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.
- (c) 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.

30 REDUNDANCY

30.1. Entitlement to Redundancy pay

- (a) An Employee is entitled to be paid redundancy pay by the Company in accordance with the NES. The amount of redundancy pay based on the Employee's period of continuous service with the Company is:

Period of continuous service	Redundancy pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	12 weeks
7 years but less than 8 years	14 weeks
8 years but less than 9 years	16 weeks
9 years but less than 10 years	18 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years but less than 13 years	24 weeks
At least 13 years	26 weeks

- (b) 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.
- (c) An Employee (other than a casual Employee or an Employee on a Fixed-Term or Maximum-Term arrangement) may be entitled to be paid redundancy pay if:
 - (i) 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
 - (ii) because of insolvency or bankruptcy of the Company; or
 - (iii) the Employee's period of continuous service with the Company is greater than 12 months.
- (d) Due to the nature of the Company's industry and work, from time to time an Employee (or Employees) role(s) may no longer be required to due the ordinary and customary turnover of labour. In this circumstance, the Employee is not entitled to redundancy pay.
- (e) 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 which is due under the NES 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.

30.2. Transfer to lower paid duties

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.

30.3. Employee Leaving During Notice Period

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.

30.4. Job Search Entitlement

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

31 HIGHER DUTIES

31.1. Where an Employee is directed by the Company to perform two (2) or more classifications prescribed in this Agreement on any given day(s) and they perform the higher classification for a period of two (2) hours or more, then the Employee shall, be entitled to be paid at the higher classification's Base Rate of Pay.

32 SUPERANNUATION

32.1. Company contributions

- (a) 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.
- (b) 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.

32.2. Voluntary Employee contributions

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 pretaxation or post-taxation wages of the Employee into the same superannuation fund as the Company makes the superannuation contributions.

32.3. Superannuation fund

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 an Employee's stapled super fund, the default fund, or such other complying fund nominated from time to time by the Company.

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

33 PUBLIC HOLIDAYS

33.1. Public Holidays are provided for in the NES.

33.2. An Employee performing ordinary hours of work on the following days will be paid the following percentage of the Base Rate of Pay in clause 18 for the relevant classification:

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

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

33.4. Reasonable Requests to Work on Public Holidays

- (a) The Company may request an Employee to work on a public holiday by providing the Employee no less than five (5) days' notice prior to the public holiday. The Employee will not unreasonably refuse such a request.
- (b) If the Company requests an Employee to work on a public holiday, the Employee may only refuse the request if:
 - (i) The request is not reasonable; or
 - (ii) The refusal is reasonable.
- (c) 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:
 - (i) the nature of the workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (ii) the Employee's personal circumstances, including family responsibilities;
 - (iii) whether the Employee could reasonably expect that the Company might request work on the public holiday;
 - (iv) 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;
 - (v) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
 - (vi) the amount of notice in advance of the public holiday given by the Company when making the request;

- (vii) 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
- (viii) any other relevant matter.

34 ANNUAL LEAVE

34.1. Annual Leave entitlement

- (a) Annual leave is provided for in the NES. It does not apply to casual Employees.
- (b) 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.
- (c) Employees defined as a Shift worker in accordance with clause 7(r) will be entitled to five (5) weeks (190 hours) of paid annual leave per year of service with the Company.
- (d) Annual leave accrues progressively during a years' service according to the Employees ordinary hours of work and accumulates from year to year.
- (e) Part-time Employees will be entitled to annual leave on a pro-rata basis according to ordinary hours worked.
- (f) The Company will not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

34.2. Payment for annual leave

- (a) The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.
- (b) Annual leave will be paid at the Employee's Base Rate of Pay for the Employees ordinary hours of work as provided for in the NES, plus an additional leave loading of, either:
 - (i) 17.5%; or
 - (ii) The relevant shift and weekend penalties;whichever the greater, but not both.

34.3. Requirement to take leave notwithstanding terms of the NES

- (a) The Company may require an Employee to take annual leave by giving at least four (4) weeks' notice in the following circumstances:
 - (i) as part of a close-down of its operations or a part of its operations; or
 - (ii) where more than eight (8) weeks' leave is accrued.

34.4. Agreement to cash out of paid annual leave

- (a) 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:
 - (i) 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;

- (ii) 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
- (iii) 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 AND COMPASSIONATE LEAVE

35.1. Paid personal/carer's leave

- (a) The NES provides for an Employee, other than a casual Employee, with ten (10) days (76 hours) of paid personal/carer's leave per year of service with the Company.
- (b) 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.
- (c) The NES provides that an Employee (other than a casual Employee) who is unable to attend work:
 - (i) on account of personal illness or injury; or
 - (ii) 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
 - (iii) is entitled to take accrued paid personal/carer's leave subject to meeting the notice and evidence requirements.

35.2. Unpaid carer's leave

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

35.3. Compassionate Leave

- (a) The NES provides that an Employee is entitled to take up to two (2) 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
 - (iv) 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
 - (v) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- (b) Compassionate leave is paid (at the Employee's Base Rate of Pay for the Employee's ordinary hours in the period), except for a Casual Employee which is unpaid.

36 COMMUNITY SERVICE LEAVE

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

37 LONG SERVICE LEAVE

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

38 PARENTAL LEAVE

38.1. Parental leave will be in accordance with the NES.

39 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

39.1. An Employee is entitled to ten (10) days of paid leave per calendar year to directly deal with circumstances of family and domestic violence where it is impractical for the Employee to make personal arrangements or attend appointments outside their ordinary hours of work.

39.2. Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that seeks to coerce or control the Employee and causes the employee harm or to be fearful.

39.3. A close relative of the employee is a person who is a member of the employee's immediate family or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

40 STAND DOWN PROVISIONS

40.1. The Company may stand down an Employee during a period in which the Employee cannot usefully be employed because of one (1) of the following circumstances:

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

40.2. If the Company stands down an Employee under clause 40.1, the Company is not required to make payments to the Employee for that period.

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

41 CONSULTATIVE COMMITTEE

41.1. 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. The consultative committee may be reviewed annually. The Committee shall meet as required to:

- (a) Oversee the successful implementation of the terms of this Agreement.
- (b) Develop further the prospects for improved business performance.

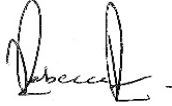
41.2. The Committee shall consider a broad agenda of issues.

41.3. The process of consultation shall apply where any unforeseen circumstances arise that effect the performance of the contract to ensure that the Company's contractual requirements are met and the waste / recycling / green waste is collected.

41.4. Any dispute arising from matters under consideration by the consultative committee shall be dealt with in accordance with the Dispute Resolution Procedure.

42 SIGNATORIES TO THE AGREEMENT


Company Representative

Name	Rebecca Reeves
Authority to sign (role)	General Manager Solid Waste Services (WA NT SA)
Address	171 Camboon Road MALAGA WA 6090
Signature	

Employee Bargaining Representative

Name	Gordon Gammage
Authority to sign (role)	Employee covered by the Agreement and appointed as an Employee Bargaining Representative
Position	Leading Hand
Address (work)	5 Carnegie Street KALGOORLIE WA 6430
Signature	

Union Bargaining Representative

Name	Timothy Dawson
Union	Transport Workers Union
Authority to sign (role)	Branch Secretary WA
Address (work)	143 Chisholm Crs Kewdale 6105
Signature	

APPENDIX A – SAFETY AND PERFORMANCE BONUS

- A.1. Employees covered by this Agreement may be eligible to earn an annual lump sum payment if the below Key Performance Indicator’s (KPI’s) are achieved.
- A.2. The Safety and Performance Bonus payment will be paid 100% on individual performance and is subject to an individual Employee meeting the KPI’s.
- A.3. The Safety and Performance Bonus is for the period from 1 January to 31 December each calendar year.
- A.4. The Safety and Performance Bonus will be included in the first full pay period of January following the preceding qualifying period. Any employee that has not worked for the full year shall receive payment of the bonus on a pro-rata basis, where eligible.
- A.5. The value of the bonus payment is:

Period	Payable	Value
1 January to 31 December 2024	January 2025	\$800
1 January to 31 December 2025	January 2026	\$874
1 January to 31 December 2026	January 2027	\$900
1 January to 31 December 2027	January 2028	\$927
Calendar year 2028 onwards	Each subsequent January, yearly	\$927

- A.6. KEY PERFORMANCE INDICATORS
 - a) Adherence to all Cleanaway safety related policies and procedures
 - b) Zero at fault Medically Treated Injuries (MTIs)
 - c) Zero at fault Lost Time Injuries (LTIs)
 - d) Zero occurrences of non-compliance with minimum Personal Protective Equipment (PPE) standards
 - e) Minimum of two SLAMs to be conducted per shift (per employee)
 - f) Have not been subject to performance management
 - g) Have not been subject to any substantiated behaviour or conduct matters
- A.7. Where the Employee does not meet one or more of the KPI’s as outlined above, the Employee will not qualify for any bonus payment for that 12-month period.

APPENDIX B – CASH OUT OF PERSONAL/CARER'S LEAVE

B.1. Cash out conditions: An Employee may, with the agreement of the Company, request to cash out accrued personal/carer's leave as follows:

- a) An Employee can elect to cash out up to half of the total accrued personal / carer's leave entitlement each year (to a maximum of 5 days).
- b) An Employee is to provide 28 days' notice of their intention to cash out personal / carer's leave. However where an Employee is experiencing hardship this will be assessed on a case-by-case basis.
- c) An Employee must have an accumulated personal / carer's leave entitlement in excess of 15 days. The cash out must not result in a balance of less than 15 days remaining.
- d) Personal / carer's leave cannot be cashed out in advance of it being credited to the Employee.
- e) An Employee who wishes to apply to cash out personal / carer's leave must do so by applying to their supervisor using the 'Election to cash out personal / carer's leave' form.
- f) Cashed out personal / carer's leave which is approved will be paid at the rate of pay that would have been payable had the Employee taken the leave that the Employee has forgone.
- g) On receiving payment, the Employee forgoes that amount of paid personal / carer's leave i.e. for every hour's pay the Employee receives under this arrangement an hour will be deducted from the amount of personal / carer's leave standing to that Employee's credit for accrued personal / carer's leave.
- h) Personal / carer's leave shall not be paid or cashed out on termination or redundancy.

ELECTION TO CASH OUT PERSONAL/CARER'S LEAVE

I, _____ elect to cash out my personal / carers leave.

Number of days requested: day/s (maximum of 5)

In making this election, I acknowledge that;

- My enterprise agreement contains a provision allowing me to cash out a portion of my personal/carer's leave;
- A minimum balance of 15 days personal/carer's leave must remain available to me after making this election (or the equivalent proportionate entitlement for part-time employees);
- In electing to cash out a portion of my personal/carer's leave, I give up my entitlement to take that amount of leave;
- The rate of pay at which my cashed out personal/carer's leave will be paid to me will be at least the rate of pay I would have received had I taken the leave;
- My employer will deduct the amount of personal/carer's leave I have cashed out from my accumulated personal/carer's leave balance;
- My employer has not required me to cash-out an amount of personal/carer's leave; and
- My employer has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash-out a portion of my personal /carer's leave entitlement.

Employee Signature:

Date:.....

Employee Number:

Principal Place of Employment.....

Branch Manager Signature:

Date:.....

PLEASE SEND FORM TO PAYROLL

Office Use:			
Is accrual more than 15 days:	Y / N	Date Received