



DECISION

Fair Work Act 2009

s 185 - Application for approval of a single-enterprise agreement

Cleanaway Operations Pty Ltd
(AG2024/469)

CLEANAWAY LIQUID WASTE AND TECHNICAL SERVICES WINGFIELD ENTERPRISE AGREEMENT 2023

Waste management industry

COMMISSIONER TRAN

MELBOURNE, 2 APRIL 2024

Application for approval of the Cleanaway Liquid Waste and Technical Services Wingfield Enterprise Agreement 2023.

[1] Cleanaway Operations Pty Ltd (Cleanaway) had applied for approval of an enterprise agreement known as the *Cleanaway Liquid Waste and Technical Services Wingfield Enterprise Agreement 2023* (the Agreement) under s 185 of the *Fair Work Act 2009* (the Act).

[2] The Agreement is a single enterprise agreement.

[3] The Transport Workers' Union of Australia was a bargaining representative for the Agreement.

[4] It appears that the Employer issued an earlier version of the Notice and therefore did not comply with s 174(1A). Aside from use of the earlier version of the Notice, there were no substantive differences. I have previously detailed the differences between the pre-6 June 2023 and post-6 June 2023 Notice in *Application by AJS Electrical Contracting Pty Ltd T/A AJS Electrical Contracting* [2023] FWC 3343 at [34]. I consider the use of the earlier Notice is a minor technical error.

[5] I am satisfied with the Employer's and the Union's responses to my concerns regarding the use of the earlier Notice and I disregard the error in accordance with s 188(5) of the Act as I am also satisfied that employees were not disadvantaged by the error.

[6] The Union raised a concern regarding whether an employee who works a shift 11 hours or longer, on the 9.5 ordinary hours arrangement of the Agreement would be better off compared to the Award. The Employer provided calculations, which accounting for superannuation contributions, satisfied me that employees would be better off overall taking into account a global assessment of the Agreement.

[7] I note that clause 29.2 – Notice by an Employee is likely to be inconsistent with the National Employment Standards. The Agreement includes clause 5.1 which gives the NES precedence, and also requires that the Employer will not make any deductions unless an employee has provided a written authority under clause 29.2.3 of the Agreement. As a result, I am satisfied that the more beneficial entitlements of the NES will prevail.

[8] The Agreement did not include a consultation term that complied with s 205 of the Act. Therefore, under s 205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[9] I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[10] The Transport Workers' Union of Australia, being a bargaining representative for the Agreement, gave notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), I note that the Agreement covers the organisation.

[11] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 9 April 2024.

[12] In accordance with clause 2.2 of the Agreement, the nominal expiry date of the Agreement is 2 April 2027, being the 3-year anniversary from the date on which it is approved.



COMMISSIONER

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Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

***Cleanaway Liquid Waste and Technical
and Environmental Services Wingfield
Enterprise Agreement 2023***

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1 Title

- 1.1 This agreement shall be known as the *Cleanaway Liquid Waste and Technical Services Wingfield Enterprise Agreement 2023* (**the Agreement**) and is made pursuant to the *Fair Work Act 2009* (Cth) (**the FW Act**).

2 COMMENCEMENT AND PERIOD OF OPERATION

- 2.1 This Agreement comes into operation 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 the 3-year anniversary from the date on which it is approved by the FWC. However, this Agreement shall continue to operate until such time that it is replaced or terminated by approval in accordance with the FW Act.
- 2.3 Cleanaway and the TWU will commence negotiations for an agreement to replace this Agreement no less than 1 month before the nominal expiry of this Agreement.

3 APPLICATION & COVERAGE

- 3.1 This Agreement shall cover and apply to:
- a) Cleanaway Operations Pty Ltd (**the Company**) and its employees engaged within the Cleanaway Liquid Waste and Technical and Environmental Services business unit at 20 George st Wingfield SA 5012, employed in the classifications contained in this Agreement.
 - b) the Transport Workers Union of Australia (South Australian 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

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

6 BETTER OFF OVERALL

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

7 INTERPRETATION AND DEFINITIONS

- a) **Agreement** means, the *Cleanaway Liquid Waste and Technical and Environmental Services Wingfield Enterprise Agreement 2023*.
- b) **Award** means, the *Waste Management Award 2020*.
- c) **Base Rate of Pay** means, the rate of pay payable to an Employee for his or her 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) **Casual Employee** is given its meaning pursuant to section 15A of the FW Act.
- e) **Company** means, Cleanaway Operations Pty Ltd.
- f) **Continuous service** is given its meaning pursuant to section 22 of the FW Act
- g) **Employee or Employees** has the meaning given in clause 3.
- h) **Eligible Community Service** is given its meaning pursuant to section 109 of the FW Act.
- i) **Fatigue Management Regulations** means the Fatigue Management Regulations determined by the National Transport Commission (**NTC**).
- j) **FW Act** means the *Fair Work Act 2009* (Cth).
- k) **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.
- 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) **NES** means the **National Employment Standards** as contained in sections 59 to 131 of the FW Act.
- n) **NTC Standards** means the National Transport Commission Laws and Regulations and Standards.
- 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 21.1 of this Agreement.
- q) **Overpayment** means the additional payment the Employee receives in their wage that is in excess of the base rate of pay expressed in this Agreement for the job classification they are required to perform.
- r) **Relevant Employee** has the meaning given in clause 9.9 of this Agreement.
- s) **Sanitary Waste** means human waste, including but not limited to sewerage, female sanitary waste, nappy collections services etc but does not include any waste regulated as clinical waste.
- t) **Serious Misconduct** has the meaning given in regulation 1.07 of the Fair Work Regulations 2009 (Cth).
- u) **Shift worker** 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.
- v) **Site** means the location where the Company operates its business.
- w) **Union or Unions** means the Transport Workers Union (TWU).

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 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:
- a) The Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprises that is likely to have a significant effect on Employees of the Company; or
 - b) proposes to introduce a major change to the roster or ordinary hours of work of the Employee(s).
- 9.2 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 sole purpose of consultation. The Company will recognise this representative if the Relevant Employee has advised the Company as soon as reasonably practicable of the identity of the representative.
- 9.3 The Company must, as soon as practicable after making its decision to introduce the major change, consult with the Relevant Employees about the introduction of the change, the effect the change is likely to have on them and measures the Company is taking to avert or mitigate the adverse effect of the change on those Relevant Employees. The Company will provide this information to Employees in writing.
- 9.4 The Company must give prompt and genuine consideration to matters raised by the Relevant Employees.
- 9.5 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.
- 9.6 If a clause of this Agreement provides for a major change to production, program, organisation, structure, technology then clauses 9.2, 9.3, 9.4 and 9.5 will not apply.
- 9.7 In this clause 9, a major change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of the Employees; or
 - b) a major change to the composition, operation or size of the Company's workforce or to the skills required of the 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.

- 9.8 The Company will give genuine consideration to relevant matters raised about the major change by the Relevant Employees.
- 9.9 In this clause 9, **Relevant Employees** means the Employees who may be affected by the major change.
- 9.10 Nothing in this clause 9 requires the Company to discuss or disclose to the Employees or their representatives any information that the Company reasonably believes is confidential or commercially sensitive information.

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 discuss the workplace grievance or dispute with their reporting manager or site manager (or Branch manager). The discussion must include the particulars of the grievance or dispute, the parties to the grievance or dispute, and the relevant Agreement term(s) or NES terms 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 project 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 as permitted by the FW Act.

- 10.3 The party intending to refer the dispute to the FWC must first provide the other party with written notice of its intention to refer the dispute to the FWC seven (7) days prior to lodgement.

- 10.4 The Company and an Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause 10.
- 10.5 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.
- 10.6 To avoid doubt, this clause 10 does not cover disputes about whether or not the Company had reasonable business grounds under sections 65(5) or 76(4) of the FW Act.
- 10.7 The dispute resolution procedure stops operating on the cessation of an employee's employment and any dispute resolution procedure that had commenced lapses, including any matter referred to the FWC.

11 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 11.1 In order to meet the parties' genuine needs, the Company and an Employee must genuinely agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of this Agreement in relation to one or more of the following matters:
- a) arrangements about when work is performed.
 - b) overtime rates.
 - c) penalty rates.
 - d) allowances; and
 - e) leave loading.
- 11.2 The Company must ensure that the terms of the IFA:
- a) are about permitted matters under s.172 of the FW Act.
 - b) are not unlawful terms under s.194 of the FW Act; and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 11.3 The Company must ensure that the IFA:
- a) is in writing.
 - b) includes the name of the Company and the Employee.
 - c) is signed by the Company and the Employee; and
 - d) if the Employee is under 18 years of age, the IFA is signed by the Company, the Employee, and a parent or guardian of the Employee.
 - e) includes details of:
 - i. the terms of this Agreement that will be varied by the IFA.
 - ii. how the IFA will vary the effect of the terms.
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - iv. 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 Employees are required to comply with all lawful and reasonable instructions as directed by the Company from time to time.

12.2 In determining what is reasonable the Company will give consideration to an employee's skills, competency and training.

13 PROBATION

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

13.2 The probationary period permits the Company to monitor and assess the Employee's performance, attitude and commitment to working in a team, and for the Employee to assess whether they enjoy the job and work environment.

13.3 The Company may at its discretion waive or extend, for a period no greater than three (3) months, the requirement to serve a probationary period.

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

14 TYPES OF EMPLOYMENT

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

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

14.2 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.

14.3 Full Time Employment

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

14.4 Part Time Employment

14.4.1 A part-time Employee is an Employee who:

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

- 14.4.2 A part time Employee will be rostered for a minimum of four (4) consecutive hours on any given shift.
- 14.4.3 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.
- 14.4.4 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.
- 14.4.5 All time worked outside or in excess of the agreed part-time hours, including any agreed variations, will be overtime and paid for at the rates prescribed in clause 25.

14.5 Maximum or Fixed Term Employment

- 14.5.1 A maximum term Employee may be a full time or part time Employee employed up to a maximum period to perform a specific task.
- 14.5.2 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 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.
- 14.5.3 A fixed term Employee is an Employee who:
- a) is employed to work a specific period 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, for a specific task, or for the duration of a specific season; and
 - c) are exempt from NES entitlements to notice and redundancy.
- 14.5.4 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.

14.6 Casual employment

- 14.6.1 Casual Employees are engaged by and paid by the hour and may be terminated at any time by giving four (4) hours' notice.
- 14.6.2 Casual Employees are not guaranteed regular and systematic or ongoing employment. Nothing in this Agreement is to be construed as giving a casual Employee a reasonable expectation of regular and systematic and ongoing employment or a firm advance commitment of continuing and indefinite work to an agreed pattern of work.
- 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.
- 14.6.3 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, (f) payment for been absent on a public holiday; (g) paid compassionate leave, (h) and any other paid entitlement permitted by law.
- 14.6.4 A Casual Employee is entitled to a minimum payment for four (4) hours work for each shift.

- 14.6.5 A Casual Employee must be paid at the termination of each engagement, which can be at the end of the next pay cycle.

15 CONVERSION TO FULL-TIME OR PART-TIME EMPLOYMENT

- 15.1 For the purposes of this Agreement, a regular Casual Employee means a Casual Employee who is employed by the Company at a singular place of work for at least a 6-month period and during the last six (6) months of employment, the Employee worked a regular pattern of hours on an ongoing basis, without significant adjustment.
- 15.2 The Company must make a written offer to a regular Casual Employee to convert to full time or part time employment within 21 days after the end of the 6-month period. If the Casual Employee does not, within 21 days of receipt of the written offer, notify the Company of their acceptance to convert, the Casual Employee will be taken as to decline the offer.
- 15.3 To avoid any doubt on the application of this clause 15, only a Casual Employee that is employed on a regular basis for an average of 38 hours in a week in the relevant period may seek to be converted to a full-time position. All other Casual Employees to which this clause applies may only seek to be converted to a part-time position.
- 15.4 Where a regular Casual Employee seeks to convert to full-time or part-time employment, the Company may consent or refuse the election on reasonable grounds.
- 15.5 Where no election to convert to full-time or part-time employment is made by the regular Casual Employee, or where conversion is rejected by the Company on reasonable grounds, the Employee remains a Casual Employee and is not entitled to any full-time or part-time employment entitlements.
- 15.6 Nothing in this Agreement requires the Company to increase the hours of a regular Casual Employee seeking conversion to full-time or part-time.
- 15.7 The date from which the conversion takes effect is the commencement of the next pay cycle following such an agreement unless otherwise agreed by the parties.
- 15.8 Once a Casual Employee has converted to full-time or part-time employment, the Employee may only revert back to casual employment with the written agreement of the Company.

16 JUNIORS

- 16.1 The minimum wages to be paid to a junior Employees are the following percentages of the Base Rate of pay for ordinary hours worked for the relevant classification:

Age	% of relevant Base Hourly Rate
Up to and including 18 years of age	70
19 years of age	80
20 years of age	100

- 16.2 Where a junior Employee is aged 18 years or more and is required to drive and be in sole charge of a motor vehicle, they will be paid the adult rate assigned to the class of driving work that they are required to perform.

17 CLASSIFICATIONS

17.1 Classifications

17.1.1 Employees will be employed in a classification shown in this Agreement but may be required by the Company to work in other classification within this Agreement or undertake other reasonable duties within the limits of their competence.

17.1.2 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 Level	Criteria	Applicable Role Wingfield Site & Additional Comments
Level 1	An employee engaged as a depot hand in training.	Plant operator in training Plant Operator in probationary period - post probation employees move to Level 2.
Level 2	An employee performing one or more of the following functions: (a) Labourer or depot hand at any waste management facility including but not limited to transfer stations, landfills, recycling centres, alternative waste treatment facilities and incinerators; (b) Waste treatment and/or handling and/or disposal facility attendant and/or process worker; and (c) Offsider (includes Runners) to a Driver in all waste management systems.	Labourer treatment plant operator including, but not limited to, liquid treatment plant, ramps, waste oil treatment or packaged waste, and waste treatment and/or process worker. (Applicable post 6-month probationary period)
Level 3	An employee performing one or more of the following functions: (a) Weighbridge operator; (b) Trainee driver of vehicle up to and including 14 tonnes GVM; and (c) Driver (not elsewhere included) of a waste management vehicle up to and including 4.5 tonnes GVM.	Driver vehicle 4.5t GVM Plant Operator level 2
Level 4	An employee performing one or more of the following functions: (a) Driver of a vehicle with a truck mounted loading crane; (b) Driver/operator of a mechanical road sweeper; (c) Incinerator operator; (d) Operator of earthmoving plant at a waste management facility up to and including 150 BHP (estimated 112kW); (e) Trainee driver of vehicle exceeding 14 tonnes GVM; and (f) Driver of a waste management vehicle exceeding 4.5 tonnes GVM and up to and including 14 tonnes GVM. Level 4 payable when operator is	Driver vehicle up to 14 tonnes GVM.

	<p>performing any of the following duties for the majority of their shift:</p> <p>Forklift Operator</p>	
Level 5	<p>An employee performing one or more of the following functions:</p> <p>(a) Driver of a waste management vehicle exceeding 14 tonnes GVM and up to and including 30 tonnes GVM being:</p> <p>(i) Rear end loading vehicles;</p> <p>(ii) Roll on/roll off vehicles including hook lift, dino and cable;</p> <p>(iii) Side lift vehicles (commercial collections);</p> <p>(iv) Liquid waste rigid vehicles;</p> <p>(v) Lift on skip or morrell vehicles;</p> <p>(vi) Pantehnicon; and</p> <p>(vii) Vehicle carrying septic tanks, chemical closets, Portaloo's, etc.</p> <p>Level 5 payable when operator is performing any of the following duties for the majority of their shift.</p> <ul style="list-style-type: none"> Boiler Operator Working at heights certified Breathing Apparatus/Confined Space certified. <p>Permit Writer or Holder</p> <p>Plant Vac Truck Operator</p>	Driver vehicle up to 30 tonnes GVM.
Level 6	<p>An employee performing one or more of the following functions:</p> <p>(a) Driver of an articulated vehicle;</p> <p>(b) Driver of a rigid vehicle exceeding 30 tonnes GVM;</p> <p>(c) Driver of a front lift vehicle; and</p> <p>(d) Driver of a vehicle collecting containers of solid waste and/or recyclable materials by means of a one-man side operated grab and lifting device (SOLO) in accordance with local government contracts</p>	Driver vehicle >30 tonnes GVM
Level 7	<p>An employee performing the following functions:</p> <p>Driver/instructor (all systems).</p>	Driver Instructor/Trainer DG licenced Driver
Level 8 Leading Hand	<p>An employee performing one or more of the following functions:</p> <p>(a) Intermodal facility operator and tipping platform operator only;</p> <p>(b) Operator of earth moving plant at a</p>	Driver Leading Hand Plant Leading Hand Loader Operator - Ramps. Excavator Operator - Ramps.

	waste management facility over 150 BHP (estimated 112 kW).	
Level 9	Driver of a double articulated vehicle (B double	Driver of articulated vehicle (B Double)
Maintenance Roles:		
Classification Level	Criteria	Applicable Role Wingfield Site & Additional Comments
C10	Engineering/ Manufacturing Tradesperson—Level I Recognised Trade Certificate, or Certificate III in Engineering—Mechanical Trade, or Certificate III in Engineering—Fabrication Trade, or Certificate III in Engineering—Electrical/Electronic Trade, or equivalent	Maintenance Fitter
C9	Engineering/ Manufacturing Tradesperson—Level II C10 + 20% towards a Diploma of Engineering or equivalent	Maintenance Leading Hand

17.1.3 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.

17.1.4 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.

18 BASE RATE OF PAY

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

18.2 The first wage increase will take effect from the first full pay period on or after the date this 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.

New Wingfield Classification	Comparison Current Agreement Rate	4% 1 st July 2023 New Classification	3% 1 st July 2024	3% 1 st July 2025
	\$/hr	\$/hr	\$/hr	\$/hr
Level 1	\$29.11	\$30.27	\$31.18	\$32.12
Level 2	\$30.40	\$31.62	\$32.56	\$33.54
Level 3	\$29.07	\$31.66	\$32.61	\$33.59
Level 4	\$30.84	\$32.07	\$33.04	\$34.03
Level 5	\$30.98	\$32.22	\$33.19	\$34.18
Level 6	\$31.42	\$32.68	\$33.66	\$34.67
Level 7	\$31.42	\$34.08	\$35.10	\$36.16

Level 8	\$35.26	\$36.67	\$37.77	\$38.90
Level 9	\$32.86	\$36.12	\$37.20	\$38.32
Maintenance Roles				
Maintenance Fitter	\$30.39	\$31.61	\$32.55	\$33.53
Maintenance Leading Hand	\$34.77	\$36.16	\$37.25	\$38.36

- 18.3 The Base Rate of Pay must be paid in accordance with the relevant classification set out in Clause 17.1 from the first full pay period after this Agreement come into operation.
- 18.4 In the event that an Employee is paid an amount above the applicable Base Rate of Pay for ordinary hours worked then the wage increase may be absorbed into the overpayment.
- 18.5 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.:

Table A – Backpay Rate

Classification	Base Rate of Pay Plant Operator	Base Rate of Pay Drivers	Base Rate of Pay Mechanical
Level 1	\$29.11	\$29.07	
Level 2	\$30.40	\$30.84	
Level 3	\$34.77	\$30.98	
Level 4		\$31.42	
Level 5 Level 5 L/H		\$32.86 \$35.26	
Level 6			
Level 7			
Level 8			
Level 9			
Maintenance Fitter			\$30.39
Maintenance L/H			\$34.77

- 18.8 The back payment will be paid on the Employee's Base Rate of Pay for all hours of worked.

19 PAYMENT OF WAGES

- 19.1 Except on termination of employment, the Company will pay wages on a weekly basis by electronic funds transfer into the Employee's nominated bank account, without cost to the Employee.

20 ALLOWANCES

20.1 During the life of this Agreement, the allowance rates expressed within this Agreement are subject to an increase in line with the Award allowance increases. .

20.2 Meal Allowance

- “Where the Company requires an Employee to work two (2) hours or more overtime then that Employee will be supplied with a suitable meal or paid a meal allowance of \$19.17 per event.

20.3 First Aid Allowance

20.3.1 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 first aid allowance of \$4.97 per day. First aid allowance is only payable for rostered days on.

20.4 Transport Allowance

20.4.1 An Employee required by the Company to commence their shift before 4.00am shall be paid a transport allowance of \$8.28 per day unless the Company provides suitable transport.

20.5 Travel & Accommodation

20.5.1 Where an Employee is required by the Company to work at a location other than their usual place of work, requiring the Employee to stay one (1) or more nights away from the Employees usual place of residency, the Employee will be provided with reasonable accommodation at the Company’s expense and be paid \$107.21 per night

20.5.2 The Company will pay any reasonable expense incurred by the Employee as a result of the Employee performing their duties whilst traveling, conditional to the Employee providing the Company with the relevant tax invoice. Such expenses may include car parking, internet access, taxi, ride-share, or other business-related expenses..

20.5.3 The Employee will be responsible for all mini bar and alcohol expenses.

20.6 Forklift License Payment

20.6.1 Where an employee is required to obtain a Forklift license, they will be re imbursed up to \$100 as a once off payment.

21 HOURS OF WORK AND RELATED MATTERS

21.1 Ordinary Hours of Work

21.1.1 The ordinary hours of work of a full time Employee are an average of 38 hours per week.

21.1.2 The average of 38 ordinary hours per week, over a period of not more than 3 months, will be arranged to meet the ongoing operational requirements of the business.

21.2 Spread of Hours

21.2.1 The spread of ordinary hours of work will be 4.00am to 5.00pm, Monday to Sunday.

21.2.2 The maximum ordinary hours of work will not exceed 9.5 hours in a single day.

21.2.3 When a Full Time employee is required to work a regular and traditional five (5) days on and (2) days off roster arrangement then the maximum ordinary hours of work will not exceed 7.6 hours in a single day

21.3 Rostering of Start and Finish Times

- 21.3.1 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.
- 21.3.2 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.
- 21.3.3 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.

21.4 Minimum Break Between Shifts

- 21.4.1 The roster for all Employees, other than casual Employees, will provide for a minimum 10-hour break between the finish of ordinary hours of work on one (1) day and the commencement of ordinary hours of work on the following day.
- 21.4.2 Where the Company requires the Employee to resume or continue work without having enjoyed a minimum 10-hour break, the Employee shall be paid at 200% of the Employees Base Rate of Pay until released from duty. The Employee is then entitled to be absent from work until the 10-hour break has expired, without loss of pay for the Employees ordinary rostered hours of work during such absence.

21 ROSTER DAYS OFF (RDO)

- 22.1 The Company may, at its discretion and conditional to the operational requirements of the business, implement a RDO program.
- 22.2 The Rostered Day Off (**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 addition to weekends) 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.

21.3 Rostering of RDOs

- 22.3.1 When programming RDOs within a roster, the Company will consult with employees for the purposes of balancing the operational requirements of the business and an Employees' personal circumstances.

21.4 Taking of RDOs

- 21.4.1 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.
- 21.4.2 The Company may require an Employee to forgo and work a RDO due to the operational requirements of the business by providing the Employee no less than 7 days' notice.

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

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

21.5 Accrual and Banking of RDOs

21.5.1 If an Employee is required to forgo an RDO, the Company may agree to the banking of the Employee's RDO hours. Such hours will be accrued and banked at 7.6 hours ordinary hours at the Employee's base rate of pay.

21.5.2 The maximum allowable banked RDOs hours in a calendar year will be capped at 38 ordinary hours.

21.5.3 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.

21.5.4 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:

- a) utilise their banked RDO hours by taking paid leave; or
- b) cash out any banked RDO hours at the Employee base rate of pay for the job classification they ordinarily perform.

21.6 RDO and Paid Annual Leave

21.6.1 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.

22 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.

23 MEAL BREAKS

23.1 Regular meal breaks

23.1.1 An Employee, including a casual Employee, will be given an unpaid meal break of between 30 and 60 minutes during a shift of five (5) and a quarter hour or greater, which is to be taken within five and a quarter of the Employee's start time.

23.1.2 If an Employee is not given the meal break in clause 24.1, 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.

24.1 Rest Breaks

24.1.1 An Employee will be given a 15-minute unpaid rest break to be taken during any shift of five (5) or more hours.

24.1.2 For shifts of 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

25.1.1 Subject to this clause 25.1, the Company may require an Employee to work reasonable overtime at overtime rates.

25.1.2 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.

25.2 Entitlement to Overtime Rates

25.2.1 An full-time Employee is paid at overtime rates for any work performed outside:

- a) the Employee's ordinary hours of work.
- b) the average of 38 hours per week; and
- c) the maximum ordinary hours in a single day.

25.3 Overtime Rates

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

Work Pattern	150% of the Base Rate of Pay	200% of the Base Rate of Pay	250% of the Base Rate of Pay
Monday to midnight Saturday	First 2 hours	After 2 hours	-
Between midnight Saturday and midnight Sunday	-	All hours	-
Public holiday - minimum 4 hours pay	-	-	All hours

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

25.3.3 A Casual Employee required to work outside the Employee's ordinary hours of work shall be paid at:

- a) 160% of the Base Rate of Pay for the first two (2) hours of overtime; and
- b) 210% of the Base rate of Pay for time worked greater than two (2) hours of overtime; and
- c) 210% of the Base Rate of Pay for time worked on a Sunday.

25.3.4 Overtime worked on any day stands alone.

25.3.5 Full Utilization

- Permanent Part-time Transport Workers/Owner-Drivers, Casual Transport Workers/Owner-Drivers and outside Hire will not be engaged to reduce the overtime hours available for full-time permanent Transport Workers/Owner-Drivers.
- On Saturday and Sunday, Cleanaway will offer overtime hours to full-time permanent employees before engaging Permanent Part-Time employees, casual employees, or Outside Hire to perform that work.
- It is agreed that this clause will not apply in circumstances where employees are not available, do not have the required skills to undertake the specific work or the business is presented with unique circumstances.

25.4 Breaks during Overtime

25.4.1 An Employee required by the Company to work two (2) or more hours overtime continuous with ordinary hours of work will be given a paid crib break of 30 minutes. For every subsequent four (4) hours of overtime worked a further paid crib break of 30 mins will be provided.

25.4.2 Crib breaks will be paid at the Employee's Base Rate of Pay for their ordinary time worked.

25.5 Minimum Break following Overtime.

25.5.1 An Employee, other than a Casual Employee, who is required by the Company to work overtime will be given at least a minimum 10-hour break following the completion of such overtime on one (1) day and the commencement of ordinary hours of work on the following day.

25.5.2 An Employee who has not had at least a minimum 10-hours break in line with Clause 25.5.1, will be released after the completion of such overtime until they have had 10 consecutive hours off duty, without loss of pay, for the Employees ordinary rostered hours occurring during such absence.

25.5.3 Were the Company requires the Employee to resume or continue work without having enjoyed a minimum 10-hour break following overtime, the Employee shall be paid at 200% of the Employee's base rate of pay until released from duty.

25.6 Call-Back

25.6.1 An Employee recalled to work overtime after finishing work for that day will be paid for a minimum period of four (4) hours for the first call-back and a minimum of two (2) hours for each subsequent call-back, at the applicable overtime rate set out in clause 25.3 of this Agreement.

25.6.2 This clause will not apply where it is routine or scheduled for the Employee to return to work to perform a specific job outside the Employee's ordinary hours of work, or where the overtime is continuous with the completion or commencement of the Employee's rostered shift, provided that such period of work is for less than three (3) hours.

25.7 Requirement to be on Standby

25.7.1 Standby

25.7.2 Where an employee is rostered to hold themselves in readiness to work on Weekends or Public Holidays will be paid \$200 per occasion.

25.7.3 Where an employee is called out they shall be paid at double time for all hours with a minimum of 4 hours.

26 WEEKEND PENALTIES

26.1 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.

26.2 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

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

27 TIME OFF INSTEAD OF PAYMENT FOR OVERTIME

27.1 The Employee may request to take time off in lieu instead 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.

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

27.3 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.

28 SHIFTWORK

Definitions

28.1.1 **Afternoon shift** means a shift where the ordinary hours of work finish after 6.30 pm but not later than 12.30 am.

28.1.2 **Night shift** means a shift where the ordinary hours of work finish after 12.30 am and at or before 8.30 am.

28.1.3 **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.

28.1.4 **Rostered shift** means a shift for which the Employee concerned has had at least 48 hours' notice.

28.1.5 **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.

28.2 Shift rosters

28.2.1 The Company must post a shift roster in a prominent place in the workplace.

28.2.2 The shift roster will specify the commencing and finishing times of ordinary hours of work of respective shifts and will not be altered without 14 days' notice.

28.3 Shift loadings

28.3.1 The following shift loading shall apply:

- a) an Afternoon shift Employee must be paid a loading of 17.5% of their base rate of pay.
- b) a Night shift Employee must be paid a loading of 30% of their base rate of pay.

28.3.2 A Casual Employee engaged on shift work must be paid 25% casual loading and the relevant shift loading as specified in clause 28.3.1. To avoid doubt, Casual Employees working shift work will not be subject to overtime payments unless their working hours exceeds an average of 38 hours over a seven (7) day period.

28.3.3 An Employee who is rostered to perform the major portion of 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.

28.4 Shift work—Overtime

28.4.1 An Employee engaged on Shift work must be paid at overtime rates instead of the shift loading if:

- a) the Employee has not had a least 48 hours' notice of Shift work; or
- b) the Shift worker is not regular shift worker (as defined in this Agreement); or
- c) the Shift work is performed outside the Employee's ordinary hours of work.

28.5 Transfer To or From Shift Work

28.5.1 The Company may transfer an Employee to or from Shift work by providing fourteen (14) 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.

28.5.2 If the Employee does not receive the required notice, the Employee must be paid overtime rates for all work done outside previous ordinary working hours of work within fourteen (14) days of the time of notification of the change.

29 TERMINATION OF EMPLOYMENT

29.1 Notice of Termination

29.1.1 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.

29.1.2 The Company may terminate the Employee's employment by giving the Employee written notice (in accordance with clause 29.1.3 and stating the day of the termination.

29.1.3 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.

29.1.4 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.

29.1.5 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

29.1.6 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.

29.1.7 The minimum period of notice for a casual Employee is four (4) hours.

29.1.8 An Employee will not enjoy the benefit of this Agreement's notice provisions where the Company has terminated the Employee's employment on the grounds that it held a reasonable belief that the Employee has engaged in Serious Misconduct.

29.2 Notice by an Employee

29.2.1 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 29.1.6 is not required.

29.2.2 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 the amount the Employee would have been paid under this Agreement in respect of the notice period required by this provision, less any period of notice given by the Employee.

29.2.3 The Company will not, pursuant to this clause of the Agreement, deduct or withhold any monies from an Employee's accrued annual leave or long service or any other NES entitlement unless an employee has provided the Company with their written authority.

30 REDUNDANCY

30.1 Entitlement to Redundancy pay.

30.1.1 An Employee is entitled to be paid redundancy pay by the Company in accordance with the NES.

30.1.2 An Employee (other than a casual Employee, Fixed Term or Maximum-Term Employee) is entitled to be paid redundancy pay by the Company as follows:

- a) Employees engaged by the Company post 19 August 2010 will be entitled to the following redundancy pay at the employees base rate of pay for their ordinary hours of work:

Period of continuous service	Redundancy 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	12 weeks pay
7 years and less than 8 years	14 weeks pay
8 years and less than 9 years	16 weeks pay
9 years and less than 10 years	18 weeks pay
10 years and less than 11 years	20 weeks pay
11 years and less than 12 years	22 weeks pay
12 years and less than 13 years	24 weeks pay
13 years and over	26 weeks pay

- b) Employees engaged prior to 19 Aug 2010 will be entitled to three (3) weeks of pay for each completed year of service at the employees' base rate of pay for their ordinary hours worked; capped at 52 weeks, inclusive of the notice period.

30.1.3 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.

30.1.4 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:

- 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
- because of insolvency or bankruptcy of the Company; and
- the Employee's period of service with the Company is greater than 12 months.

30.1.5 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 a period of care and maintenance or a period of manning down.

- 30.1.6 If the Company obtains other acceptable employment for the Employee or cannot pay the redundancy amount, the Company may make an application to the FWC to have the redundancy pay reduced to a specific amount (which may be nil) or that the FWC considers appropriate. In such circumstances, the Employee will not take receipt of any redundancy payments until the FWC has made a determination.

30.2 Transfer to lower paid duties

- 30.2.1 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.

30.3 Employee Leaving During Notice Period

- 30.3.1 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.

30.4 Job Search Entitlement

- 30.4.1 An Employee given notice of termination in circumstances of redundancy will be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment. Such a request must be given to the Company, in writing, a minimum of 48 hours prior to the date the Employee is seeking leave.
- 30.4.2 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.
- 30.4.3 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.

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), then the Employee shall, be entitled to be paid at the higher classification's Base Rate of Pay for the entire day.

32 LICENSES, SECURITY AND SITE ACCESS

- 32.1 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.
- 32.2 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.
- 32.3 Employees are required to adhere to all rules and regulations regarding access to the Client's Sites.

33 SUPERANNUATION

33.1 Company contributions

33.1.1 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.

33.1.2 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.

33.2 Voluntary Employee contributions

33.2.1 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.

33.3 Superannuation fund

33.3.1 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 an Employees stapled super fund, the default fund, or such other complying fund nominated from time to time by the Company.

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

34 PUBLIC HOLIDAYS

34.1 Public Holidays are provided for in the NES.

34.2 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 25% of the casual loading)	275%	325%

34.3 An Employee required to work on a public holiday outside the range of their ordinary hours of work (overtime hours) will be paid at the following overtime rates:

- a) Public holiday 250% inclusive to the Employees base rate of pay.
- b) Christmas Day and Good Friday 300% for Christmas Day and Good Friday inclusive to the Employee's base rate of pay.

34.4 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.

34.5 The Company may direct an Employee to work on a public holiday by providing the Employee no less than seven (7) days' notice prior to the public holiday. The Employee will not unreasonably refuse such direction.

34.6 Reasonable Requests to Work on Public Holidays

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

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

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

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

35 Annual leave

35.1 Annual Leave entitlement

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

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

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

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

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

35.2 Payment for annual leave

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

35.2.2 Annual leave will be paid at the Employee's Base Rate of Pay for the Employees ordinary hours of work as provided for in the NES, plus an additional leave loading of 17.5%.

35.3 Requirement to take leave notwithstanding terms of the NES.

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

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

35.4 Agreement to cash out of paid annual leave

35.4.1 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 AND COMPASSIONATE LEAVE

36.1 Paid personal/carers leave.

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

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

36.1.3 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/carers leave subject to meeting the notice and evidence requirements.

36.2 Unpaid carer's leave

36.2.1 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 2 days unpaid carer's leave for each such occasion.

36.3 Compassionate Leave

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

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

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

36 COMMUNITY SERVICE LEAVE

37.1 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

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

38 PARENTAL LEAVE

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

39 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

40.1 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.

40.2 Family and domestic violence means violent, threatening or other abusive behaviour by a family member (including ex-partners) of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

40 STAND DOWN

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

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

41.2 If the Company stands down an Employee under clause 41.1, the Company is not required to make payments to the Employee for that period.

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

41 CONSULTATIVE COMMITTEE

- 42.1 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.
- 42.2 The Committee shall meet as required (minimum twice per year) to:
- a) Oversee the successful implementation of the terms of this Agreement.
 - b) Develop further the prospects for improved business performance.
 - c) Discuss workplace culture and safety.

42 FOOTWEAR AND CLOTHING


- 43.1 The Company shall issue full-time, fixed term, maximum term, and part-time Employees with appropriate safety footwear and Company uniforms.
- 43.2 Company issued safety footwear and uniforms shall, at all times, remain the sole property of the Company. The cost of replacing the Company issued footwear and uniforms for reasons outside ordinary fair wear and tear or loss will be at the expense of the Employee.
- 43.3 The Company will replace Company issued safety footwear and uniforms that are damaged due to fair wear and tear.

44. COMPANY APPROVED TRAINING LEAVE

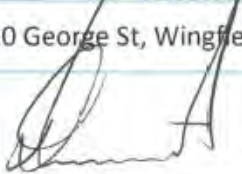
- 44.1 The Company, on a written application from an employee representative, may consider releasing an Employee to attend Union training. If the Company elects to authorise an Employee to attend Union training, then the Employee will be paid at their base rate of pay for their ordinary hours of work.
- 44.2 In considering whether to approve an employee's application to attend union training, the Company will consider the operational requirements of the business, its ability to service its client's requirements, resourcing levels and requirements, and the cost of releasing the Employee from their rostered shift.
- 44.3 Union training days will be limited to five (5) paid training days per calendar year.
- 44.4 Employee representatives must provide at least 14 days' written notice of their intention to attend Union Training Leave.
- 44.5 The parties agree that this clause shall not be applied in a practice that is inconsistent with freedom of association requirements set out in the Building Code (as amended from time to time) or the FW Act.

45. SIGNATURES

Company Representative

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

Employee Bargaining Representative

Name	DARREN LAMBERT
Authority to sign (role)	Employee covered by the Agreement and appointed as an Employee Bargaining representative
Employee Position	DRIVER LEVEL 5
Address (work)	20 George St, Wingfield SA 5012
Signature	

Union Bargaining Representative

Name	Ian Smith
Union	Transport Workers Union SA/NT Branch
Authority to sign (role)	Branch Secretary
Address	25 Chief St, Brompton SA 5007
Signature	

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).