



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Veolia Recycling & Recovery Pty Ltd
(AG2024/780)

VEOLIA PERTH REGIONAL C&I DRIVERS AGREEMENT 2024

Waste management industry

COMMISSIONER LIM

PERTH, 11 APRIL 2024

Application for approval of the Veolia Perth Regional C&I Drivers Agreement 2024

[1] Veolia Recycling & Recovery Pty Ltd (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *Veolia Perth Regional C&I Drivers Agreement 2024* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth) (**Amending Act**) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 10 October 2023 and the Agreement was made on 6 March 2024. Accordingly, both the *genuine agreement* and the *better off overall* test requirements are those applying on and from 6 June 2023.

[3] On the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[4] I note that clause 24.1 of the Agreement is silent on leave for the permissible occasion of miscarriage or stillbirth, as per s 104 of the Act. Additionally, clause 25.1 states if it is not practicable for the employee to give prior notice of their absence on account of carer responsibilities, the employee shall notify the company by telephone of such absence at the first opportunity on the first day of absence. However, s 107(2)(a) of the Act provides notice may be given after leave has started. However, I am satisfied that under clause 5.3 of the Agreement, the more beneficial entitlements of the National Employment Standards (**NES**) will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Transport Workers Union (the **TWU**), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), and based on the declaration provided by the TWU, I note that the TWU is covered by the Agreement.

[6] The Agreement was approved on 11 April 2024 and, in accordance with s 54, will operate from 18 April 2024. The nominal expiry date of the Agreement is 18 April 2027.



COMMISSIONER

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Veolia Perth Regional C&I Drivers Agreement 2024

1. Title

This enterprise agreement shall be referred to as the Veolia Perth Regional C&I Drivers Agreement 2024.

2. Parties Bound

This Agreement is made pursuant to the Fair Work Act 2009. This Agreement binds and covers the following parties:

- a. Veolia Recycling & Recovery Pty Ltd (ACN 002 902 650);
- b. Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 584);

Collectively referred to as the **Company**;

- c. Employees of the Company who are covered by the classifications set out in Schedule 1 of the agreement undertaking C&I Collections at:
 - i. the Kalgoorlie Service Centre (82 Leviathan Street, Boulder WA 6432);
 - ii. the Busselton Service Centre (13b Cook Street, Busselton WA 6280);
 - iii. the Geraldton Service Centre (15 Landfill Land, Narngulu WA 6532); and
 - iv. the Picton Service Centre (21-23 Giorgi Rd, Picton East WA 6229).

Collectively referred to as the **Service Centres**;

This Agreement has no application to Employees performing work in connection with a municipal contract, not already covered by this Agreement, where that municipal contract is entered into by the Company during the life of this Agreement and is operated out of the Service Centres.

3. Operation of Agreement

- 3.1. This Agreement will commence operation 7 days after it is approved by the Fair Work Commission (FWC) (the Commencement Date) and its nominal expiry date will be 3 years after the operation date.
- 3.2. This Agreement will continue to operate after its nominal expiry date until it is terminated or replaced.

4. Definitions

"Act" means the *Fair Work Act 2009* (Cth).

"The Agreement" means the Veolia Perth Regional C&I Collections Agreement 2024.

"The Award" means the Waste Management Award 2020.

"The Company" means Veolia Recycling & Recovery Pty Ltd and Veolia Environmental Services (Australia) Pty Ltd.

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“**CPI**” means the percentage change in the Consumer Price Index, “*All Groups Perth, Catalogue Number 6401.0*” for the previous year, based on the figures for each March quarter.

“**Driver All Systems (Relief Driver)**” means a driver capable of driving all types of vehicles – Front Lift, Rear Lift, Hook Lift, Marrel, Liquid tanker and Pantech and is appointed to the role by the Company.

“**Employees**” means the Collection Employees.

“**FWC**” means Fair Work Commission.

“**Hospital Waste Contracts**” means any waste services provided by the Company to health facilities.

“**NES**” means The National Employment Standards.

“**Biosecurity Services Contracts**” means Biosecurity waste services at airports or ports.

“**Service Centres**” means the Kalgoorlie Service Centre (82 Leviathan Street, Boulder WA 6432), the Busselton Service Centre (13b Cook Street, Busselton WA 6280), the Geraldton Service Centre (15 Landfill Land, Narngulu WA 6532) and the Picton Service Centre (21-23 Giorgi Rd, Picton East WA 6229).

“**Severance Payment**” means a payment based on an Employee's years of service with the Company, which is made to eligible Employees in the event of redundancy and is calculated at the Employees ordinary earnings. Severance Payments are made in addition to accrued entitlements and any payment in lieu of notice which may be applicable in the case of redundancy.

“**Standard Rates**” means the minimum hourly wages prescribed in Schedule 1.

“**The Union**” means the Transport Workers Union of Australia.

“**Minimum Employment Period**” is classified as six (6) months.

5. Relation to Awards, Legislation and Other Instruments

- 5.1. This Agreement operates to the exclusion of any award and/or agreement.
- 5.2. Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement. In particular, reference to entitlements provided for in the *Fair Work Act 2009* (cth) (**FW Act**) and/or National Employment Standards (**NES**) and other legislation are:
 - 5.2.1. For information only and do not incorporate those entitlements into this Agreement; and
 - 5.2.2. Not intended as a substitute for the detailed provisions of the FW Act, the NES and other legislation.
- 5.3. For the avoidance of doubt, this Agreement will be read and interpreted in conjunction with the

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FW Act and/or the NES. Where there is any inconsistency between this Agreement and the FW Act and/or the NES, and the FW Act and/or the NES provides a greater benefit, the FW Act and/or the NES provision will apply to the extent of the inconsistency.

6. Recitals

The objective of the Agreement is to develop and maintain a culture of trust, consultation and co-operation with the view to achieving a significant improvement in the competitive performance of the Company and the work environment and conditions for the Employees.

This Agreement provides the necessary mechanisms for change through a participative and consultative process.

The measures identified for immediate implementation together with the setting of the environment for ongoing longer-term changes are crucial to achieving long-term sustainable growth while at the same time increasing job security of the Employees.

A program of continual workplace review and reform is essential and all parties are committed to co-operate and participate fully in this endeavour.

- The aim of the Agreement is to support the Company's objectives to:
- Satisfy customer needs by providing innovative and cost effective waste management solutions. In fulfilling this mission the Company will endeavour to protect the environment, provide a rewarding workplace and promote a spirit of partnership with the communities and enterprises it serves;
- Operate within flexible, responsive parameters to meet dynamic customer and market requirements;
- Develop a highly motivated, flexible and adaptable workforce;
- Continue to foster co-operation between staff in a climate of consultation not confrontation through the recognition of the needs and concerns of all;
- Remove inefficient practices and processes in all areas of operations to ensure flexibility and quality, timely and reliability of services; and
- Enhance job security.

7. Measures to Achieve Gains in Performance

The parties to the Agreement are committed to improving performance throughout the Company and recognise further that success in raising performance will only occur through consultation and co-operation.

The parties to the Agreement shall use their best endeavours to maintain positive and meaningful communication.

The parties shall implement any agreed process of change by:

- Maintaining consultation and co-operation;
- Implementing new methods of work;
- Acquiring new skills if necessary;
- Re-designing jobs;

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- Responding and adapting to new markets; and
- Training.

The parties agree to measure and review performance and productivity regularly on an ongoing basis.

8. Technology

The parties to the Agreement agree that the Company may introduce new technology to assist in improving performance, productivity and safety that will allow the Company to maintain and enhance customer service levels. Training if necessary will be provided by the Company at the Standard Rates of pay set out in **Schedule 1**.

9. Classifications

Employees will be graded according to the classifications listed in Schedule 1.

10. Contract of Employment

10.1. Employees may be engaged under this Agreement as full-time, part-time, casual, or for a fixed or maximum term.

10.2. Full-time employment

A full-time Employee means an Employee who works an average of 38 ordinary hours per week over a 28 day period or eight hours per day (excluding meal breaks). Full-time Employees will be engaged on such rosters as determined by the Company from time to time.

10.3. Part-time employment

A part-time Employee is an Employee who works less than an average of the full-time ordinary hours per week and has reasonably predictable hours of work. A part-time Employee receives entitlements on a pro rata basis, (proportionate to the number of ordinary hours worked per week), equivalent pay rate and conditions to those of full-time Employees who do the same kind of work.

10.4. Maximum / Fixed Term employment

10.4.1. Maximum / Fixed Term Employees can be engaged as full time or part time.

10.4.2. Maximum / Fixed Term Employees will be engaged in accordance with the NES.

10.5. Casual employment

10.5.1. A Casual Employee is an Employee engaged to work on an hourly basis from time-to-time that work is available and offered. There is no guarantee of ongoing employment for a Casual Employee.

10.5.2. Casual Employees will be offered and/or paid a minimum of 4 hours of work on each occasion that they are offered and accept to work.

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- 10.5.3. Casual Employees will be paid the applicable base Hourly Rate of Pay specified in Schedule 1, plus a 25% loading for ordinary hours of work. This loading is paid as compensation for annual leave, paid personal/carer's leave, redundancy benefits and the other paid leave entitlements that are ordinarily provided to full-time and part-time Employees. For the avoidance of doubt the casual loading prescribed in this clause is not all purpose.
- 10.5.4. Penalties (including public holiday penalties) and overtime for casual employees will be calculated on the ordinary hourly rate, excluding casual loading.
- 10.5.5. A Casual Employee, other than an irregular Casual Employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to request to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- 10.5.6. Where the Casual Employee requested to have their employment converted, the Company will advise the Casual Employee in writing, within four weeks of the request, as to whether the Company can consent to the request. The Company shall use its reasonable endeavours to ensure the Casual Employee is provided with information about relevant terms and conditions of permanent employment under this Agreement.
- 10.5.7. Company offers for conversion from casual employment to full time or part time employment will be in accordance with the NES.

11. Probation

- 11.1. All new Employees (excluding casuals) will be subject to a six (6) month probationary period. During this time the skills and capacity of the Employee will be assessed by the Company.
- 11.2. A Full Time or Part Time Employee's employment can be terminated at any time during the probationary period by either party providing one (1) weeks' notice.

12. Wage Rates and Increases

- 12.1. The Standard Rates of pay are set out in **Schedule 1**.
- 12.2. Employees are not entitled to any additional monetary entitlements under the Award or other relevant industrial instrument including overtime, penalty rates, allowances and annual leave loading except as set out in this Agreement.
- 12.3. On the first pay period commencing on or after 12 months from the Commencement Date of the Agreement, the following wage increases will apply each year thereafter:
- Year 2 - 3% or CPI, whichever is greater
 - Year 3 - 3% or CPI, whichever is greater
- 12.4. Where CPI is greater than 5%, the standard rates will increase by the difference between 5%

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and the CPI actual, with a capped yearly percentage increase of 5%

12.5. Employees will be paid on the basis of the highest classification level worked on each day.

13. Payments of Wages

All Employees will be paid by Electronic Funds Transfer into their nominated bank account. Wages will be paid into Employees' nominated bank account(s) weekly, on Wednesdays.

14. Employee Hours of Work

14.1. The ordinary hours of work for full-time employees shall not exceed an average of 38 hours per week over a 28 day period or eight hours per day (excluding meal breaks) Monday to Friday.

14.2. The ordinary hours of work shall be worked continuously (except for meal breaks).

14.3. The hours of work for employees are:

Busselton Service Centre & Picton Service Centre	Geraldton Service Centre & Kalgoorlie Service Centre
1:00 am - 5:00 pm	3:00 am - 5:00 pm

14.4. The Company and Employees will work together to develop a roster to cover weekend work, All Employees understand that from time-to-time they will be required to work a weekend shift when a rostered Employee is unavailable.

15. Prestart Checks

15.1. Employees are required to complete the necessary prestart vehicle condition inspection and reports (as amended from time to time) prior to the vehicles departing from their starting point. This shall require the following pre-start activities to be performed prior to Employees departing the Service Centres:

- Check engine oil level and top up if necessary;
- Check coolant level and top up if necessary;
- Activate drains on air tanks;
- Start engine (build up brake air pressure);
- Check tyres;
- Check rear door locked on front lift vehicles;
- Check hazard lights and indicators; and
- Check daily run sheets as necessary.

15.2. This activity shall comprise of the first ten (10) minutes of ordinary hours per day.

16. Break Between Shifts

When Employees work overtime, breaks in shifts will be given in accordance with the Code of Practice –

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Fatigue Management for Commercial Vehicle Drivers (WA) issued under the Occupational Safety and Health Act 1984 (WA), as amended from time to time.

17. Meal Breaks

- 17.1. Regular and overtime meal breaks are to be taken in accordance with the Waste Management Award.
- 17.2. Meal times will be taken in accordance with individual needs and operational requirements. Employees agree to be flexible when taking meal breaks.
- 17.3. Each Employee will take a meal break each day they work. Meal breaks will be of duration of no more than 30 minutes.
- 17.4. Staggered meal breaks, commencement times and periods of lunch breaks will be determined between the Company and Employees, depending on operational requirements.
- 17.5. An employee who has not received prior notification and is required to work overtime for 2 hours or more will be paid a meal allowance of \$24.00 per shift.

18. Overtime

- 18.1. Employees shall be required to work Overtime as reasonably required by the Company and shall only be entitled to payment (or granted time off in lieu, if applicable) where such Overtime has been requested or directed to be undertaken by the Company.
- 18.2. Subject to the provisions in this clause and unless otherwise expressly stated elsewhere in this Agreement, all work performed in excess of or outside of Ordinary Hours shall be paid at the rate of time and one half (150%) of the ordinary rate for the first two hours and double time (200%) of the ordinary rate thereafter.
- 18.3. Where an employee exceeds 10 hours per day, they will be entitled to a 20 minute break paid.
- 18.4. Work performed on Saturdays prior to 12:00 noon, shall be paid for at the rate of 150% of the ordinary rate for the first two hours and 200% of the ordinary rate thereafter.
- 18.5. Work performed on Saturdays after 12:00 noon shall be paid for at the rate of 200% of the ordinary rate. However, if notice was not provided by the end of the normal work hours of the previous day has not been provided, at the latest, within the normal work hours of the previous day, all hours worked on Saturday shall be paid for at double time rates.
- 18.6. Work performed on Sundays shall be paid for at the rate of 200% of the ordinary rate.
- 18.7. All overtime hours worked on a public holiday shall be paid at the rate of time and one half (150%) of the ordinary rate.
- 18.8. In computing overtime, each day shall stand alone, except when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work.

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19. Public Holidays

- 19.1. Employees other than casual Employees, are entitled to public holidays in accordance with the NES. This means they are entitled to be absent from work on a day that is a public holiday in the place where the Employee is based for work purposes.
- 19.2. The Company may request an Employee to work on a public holiday if that request is reasonable.
- 19.3. Employees who are requested to work, and do work, on a public holiday will be engaged for a minimum period of four (4) hours.
- 19.4. Where an employee works on a public holiday they will be paid at the penalty provisions outlined in the Award shall apply

20. Annual Leave

- 20.1. An Employee, other than a casual Employee, shall be entitled to accrue an amount of paid annual leave, in accordance with the FW Act
- 20.2. The Company may convert the annual leave entitlement in s. 87 of the Act to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time Employee entitled to four weeks annual leave, per annum).
- 20.3. The Company may direct an Employee to take up to a quarter of his or her accrued unused annual leave if the Employee has accrued an unused annual leave balance of more than eight weeks (40 days) at any time, subject to applicable law. Annual leave may be taken in such periods as mutually agreed between the Company and the Employee.
- 20.4. Unused annual leave that is accrued may be cashed out at the rate of 100% of the accrual on an annual basis under the following conditions:
 - (a) Minimum of 4 weeks must remain after unused annual leave payment.
 - (b) Payment will only be made at the written request of Employees.
 - (c) Annual Leave Loading as per the Award will be paid on any unused annual leave that is cashed out.
- 20.5. Annual Leave Loading will be provided at 17.5%.

21. Personal Leave

- 21.1. Personal leave is provided for in the NES.
- 21.2. The Company may require an Employee to take personal leave and leave the workplace if the Company considers that the Employee is unfit to perform the Employee's duties in a proper and safe manner
- 21.3. Where an employee has exhausted their personal leave entitlements, the absence will be taken as leave without pay.

22. Notice and evidence supporting claim for sick leave

- 22.1. The Employee must give the Company notice that the Employee is (or will be) absent from their employment because of a personal illness or injury of the Employee. The Company requires that notice be given prior to the commencement of the Employee's shift by telephone call (SMS text messages are not acceptable) in order to make arrangements to cover shifts for Employee absences. If notice cannot be provided prior to the commencement of the Employee's shift then the notice must be given to the Company as soon as practicable (which may be at a time before or after sick leave has started).
- 22.2. If required by the Company, an Employee must provide a medical certificate or statutory declaration relating to a period of sick leave which evidences that his or her non-attendance was due to personal sickness or injury necessitating such absence.
- 22.3. Payment for sick leave is subject to the production of a medical certificate relating to that leave period where:
- (a) An Employee is absent during the probationary period as per clause 11;
 - (b) An Employee is absent for two (2) or more consecutive days;
 - (c) An Employee is absent for a period immediately prior to or following a public holiday;
 - (d) An Employee has exhausted their paid personal leave entitlement; or
 - (e) Without limiting this clause as requested by the company.

23. Long Service Leave

Employees will be entitled to long service leave in accordance with the applicable legislation.

24. Compassionate leave

- 24.1. Subject to providing satisfactory evidence to the Company, Employees are entitled to five (5) days' paid compassionate leave and five (5) days' unpaid compassionate leave for each permissible occasion, in the following circumstances:
- For the purposes of spending time with a person who is a member of the Employee's immediate family or household who has a personal illness or injury that poses a serious threat to his or her life; or
 - After the death of a member of the Employee's immediate family or household;
- 24.2. For the purposes of this clause, the following are members of the Employee's "immediate family"
- A spouse (including a former spouse, de facto spouse or former de facto spouse) of the Employee;
 - A child (including an adopted child, stepchild, ex nuptial child or adult child) of the Employee;
 - A parent, grandparent, grandchild or sibling of the Employee; and
 - A child, parent, grandparent, grandchild or sibling of a spouse of the Employee.

25. Notice and Evidence Supporting Claim for Carer's Leave

- 25.1. The Employee shall, wherever practicable, give the Company prior notice of an intention to take carers leave. Such prior notice must include the name of the person requiring the Employee's care and their relationship to the Employee, the reasons for taking carers leave and the estimated length of the absence. If it is not practicable for the Employee to give prior notice of their absence on account of carer responsibilities, the Employee shall notify the Company by telephone of such absence at the first opportunity on the first day of absence.
- 25.2. If required by the Company, an Employee must provide a medical certificate or statutory declaration relating to the illness, injury, or unexpected emergency affecting the immediate family or household member requiring the Employee's care or support.
- 25.3. Payment for carer's leave is subject to the production of a medical certificate relating to that leave period where:
- (a) An Employee is absent during the probationary period as per clause 11;
 - (b) An Employee is absent for two (2) or more consecutive days;
 - (c) An Employee is absent for a period immediately prior to or following a public holiday;
 - (d) An Employee has exhausted their paid personal leave entitlement; or
 - (e) without limiting clause 25.2, requested by the company.

26. Parental Leave

Employees will be entitled to parental leave in accordance with the NES and applicable legislation.

27. Community Service Leave

Employees will be entitled to community service leave in accordance with the NES.

28. Family and Domestic Violence Leave

Employees will be entitled to Family and Domestic Violence leave in accordance with the NES and applicable legislation.

29. Absence from Work/Abandonment of Employment

- 29.1. If an Employee is unable to attend or perform work for any reason, the Employee must notify the Company as soon as practicable of their inability to attend work, the estimate duration of the absence and the reason for the absence. Where practicable this should occur before the commencement of the Employee's shift. Notice is to be given via telephone call (SMS text messages are not acceptable) in order to make arrangements to cover shifts for Employee absences. If notice cannot be provided prior to the commencement of the Employee's shift then the notice must be given to the Company as soon as practicable (which may be at a time before or after sick leave has started).
- 29.2. If an Employee does not attend work and has not provided notice of absence to the Company in accordance with this clause and without reasonable cause, and no authorisation has been given

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for them to be absent, the Employee may be subject to disciplinary action.

- 29.3. Any unauthorised absence will not count as service for the purposes of entitlement to allowances and leave accruals.
- 29.4. If an Employee has been absent from duty for a period of two (2) working days or more without prior notification or authorisation by their supervisor or without reasonable excuse, the Employee may be deemed to have abandoned their employment. The Employer will endeavour to make all reasonable contact with the Employee and their nominated next of kin before treating their employment as being abandoned.
- 29.5. Should an Employee deemed to have abandoned their employment in accordance with this clause, the Employee shall receive the relevant benefits of s117 of the FW Act.

30. Rostered Day Off (RDO)

- 30.1. RDOs apply to Full Time Employees only.
- 30.2. Full time Employees will be rostered to work 19 days over a four (4) week period and will be entitled to one RDO during this four (4) week period.
- 30.3. An RDO may be taken at a time agreed between the Employee and the Company taking into account pre-approved annual leave and operational requirements of the Company.
- 30.4. A maximum of 10 RDO's may be accumulated, after which the Company may direct the Employee to take the accumulated days.
- 30.5. The Company may require an Employee to work on an RDO due to operational requirements and substitute another day off for the RDO. An Employee may change his or her RDO by agreement with the Company with at least 48 hours' notice. If an Employee becomes unwell while on an RDO he or she will not be able to claim personal leave for the neither day nor will the Employee's personal leave entitlements be reduced.
- 30.6. An Employee will not accrue an entitlement towards an RDO if the Employee is absent on:
- Annual leave; or
 - Leave without pay.
- 30.7. An Employee may elect to receive a payment in lieu of an RDO, calculated on Standard Rates of pay rather than taking time off.

31. Driver Trainer Allowance

An Employee training another Employee in the operation of a Vehicle (Level 4 to 9 of Schedule 1) to a level of proficiency will be paid at the appropriate rate for Level 7.

32. Kalgoorlie District Allowance

- 32.1. A weekly "district" allowance will be payable to employees engaged at the Kalgoorlie Service Centre. The district allowance will be adjusted each year of the Agreement in accordance with

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the increases specified in Clause 12:

Year 1	Year 2	Year 3
\$68.71	\$70.77	\$72.89

33. Multi Skilling

It is the intention of the Company that all Employees shall be given the opportunity to achieve their full potential by acquiring a wide range of skills relevant to their employment.

Employees will have the ability, through training provided by the Company, to develop and extend their skills to operate a variety of equipment. Where resources permit, Employees shall be given the opportunity to be trained in other duties.

Given the appropriate skills and certification, Employees will, when required, operate such other equipment as deemed necessary.

The Company may require an Employee to carry out work that he or she might not normally perform on a short or long-term basis to satisfy customer requirements or to ensure all equipment is utilised for the maximum benefit of the Company and its customers, provided that the Employee has the skills to perform the work in a proper and safe manner. This role is not to be confused with a "Driver All Systems".

34. Loss and/or Validation of Licences and Certificate

34.1. Employees have a duty to:

- (a) provide evidence of their possession of valid licenses/certificates, as determined by the Company, on request; and
- (b) notify the Company immediately in writing of any cancellation or suspension of any such licence or certificate required, as determined by the Company, in the performance of their duties.

34.2. The Company reserves the right to conduct ongoing checks as required to confirm whether Employees have a valid licence for the work being performed.

34.3. The Company reserves the right to:

- (a) terminate, without notice or payment in lieu, any Employee that fails to declare such a cancellation or suspension within 48 hours of it taking effect, if such cancellation or suspension prohibits that Employee from undertaking their normal duties, unless exceptional circumstances exist; and/or
- (b) stand down without payment and/or terminate an Employee without notice or payment in lieu, who does not have, or has not maintained or does not provide evidence

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of their possession of valid licences/certificates, as requested by the Company.

- 34.4. Without limiting any of the Company's options (including termination of employment), should either a licence or certificate held by an Employee be canceled or suspended, reasonable alternate employment options for the Employee will be examined by the Company. The Company cannot guarantee comparable pay, status or hours of work provided in the Employee's current position. The Employee must cooperate with the Company to provide proof of validation of license(s)/certificates(s).

35. Company Meetings and Training

All meetings and training that the Company requires the Employees to attend will be paid at Standard Rates for Monday to Friday and time and a half for Saturdays.

36. Disputes Settlement Procedure

The parties agree to be bound by the procedure to resolve disputes set out at **Appendix 3**.

37. Essential Services

Work will continue to be carried out for essential services during any dispute and be limited to Hospital Waste and Biosecurity Services Contracts. Employees agree to consider allowing work to continue on sensitive contracts, as determined by the Company.

38. Maintenance Assistance

Drivers shall, provided they are qualified, trained and competent, perform minor maintenance and roadside repairs that may include tyre changes, fuse changes and bulb changes. A kit will be provided for each driver and monthly stocktakes shall be carried out.

39. Employee Responsibility

Drivers shall be given responsibility to manage their route.

Drivers shall identify and report back on prospective customers, bin changes, heavy bins, inappropriate systems and bins, access problems, service difficulties etc. to be followed up and actioned.

If a driver is prevented from doing a service, he/she shall notify the dispatcher as soon as possible.

40. Contractors Clause

In the event that the Company requires temporary employment services, it can do so to assist the labour resources of the Company during periods of need.

This clause does not prejudice the ability of the Company to employ or engage sub-contractors or owner drivers as part of running the Company's business.

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41. Uniform and PPE

Employees must comply with any applicable workplace health and safety policies and procedures of the Company (as amended from time to time), including (but not limited to) the wearing of PPE as required.

Uniforms will be issued free of cost on an annual basis as follows;

- Five shirts;
- Four pairs of trousers;
- One wide brim canvas hat;
- One pair of safety/sun glasses;
- Safety boots when required; and
- One bomber jacket or one jumper.

Uniforms and safety clothing and equipment remain the property of the Company at all times.

42. Housekeeping

All Employees shall keep the following clean and tidy:

- Vehicle cabin;
- Windows, lights, reflectors and mirrors; and
- Number plates.

All Employees will perform truck washing if required

43. Australian Standards Accreditation

The parties to the Agreement recognise the importance of providing the level of service required by customers, both present and future. As such, Employees give a commitment to aid and actively participate in the Company's program to gain accreditation under the relevant Australian Standards and then comply with its application.

44. Breakdown Duties

Employees will be allocated other duties during breakdown periods appropriate to their skills.

45. Light Duties

Injured Employees will be obliged to undertake light duties where available, provided all relevant occupational health and safety and workers compensation regulations are complied with, and authorised by a doctor.

46. Company Policies

The parties acknowledge the Company may introduce or amend policies and procedures as required as part of ensuring safety and welfare of Employees and to maintain the efficient operation of the Company. Any policies or procedures issued by the Company or referred to in this Agreement will not form part of this Agreement and are not binding on the Company. To the extent that a policy or procedure requires

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Employees to do or refrain from doing something, it constitutes a direction from the Company with which Employees must comply.

47. Fitness for Work

- 47.1. Employees must familiarise themselves and comply with the Company's Drug and Alcohol Policy, as amended from time to time.
- 47.2. It is essential for the safety and wellbeing of all personnel in the workplace that Employees are fit for the work they are engaged to do. Being 'Fit For Work' is determined by a number of factors including:
- (a) being alert at work, in particular, being aware of the impact alcohol and other drugs (including prescription drugs) may have on an Employee's alertness at work and avoiding being at work in these circumstances.
 - (b) the physical requirements of carrying out specific tasks; and
 - (c) an Employee's capability to perform their required tasks.
- 47.3. A key part of being Fit for Work is ensuring that Employees are not affected by alcohol and other drugs whilst at work. To this end, Employees may be tested in accordance with the Company's Drug & Alcohol Policy and (where applicable) the Client's Fitness for Work policy.
- 47.4. Employees who test positive for drugs and/or alcohol may be subject to disciplinary action which may include termination of employment.

48. Termination of Employment

- 48.1. Except in the case of Casual Employees, the Company may terminate an Employee's employment by providing the amount of notice, or payment in lieu of notice, set out below:

Notice Period for Termination of Employment		
Length of Service	(1) Employee under 45	(2) Employee 45 or over*
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	3 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

**The Employee has worked for the Company for a minimum of a continuous two-year period*

- 48.2. The amount of any payment in lieu of notice will be paid at the Standard Rates the Employee would otherwise have earned had the period been worked.
- 48.3. In case of termination due to serious misconduct, the Employee will not be entitled to notice of termination or payment in lieu of notice.

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- 48.4. An Employee may resign from his or her employment by providing written notice and the amount of notice as set out in the table above or such other period as is agreed between the Employee and the Company. Wages will be paid up until the last day of the Employee's employment.
- 48.5. If an Employee does not give the Company such notice of termination, the Company may withhold an amount of money equal to the notice period required, subject to applicable law.
- 48.6. Upon request the Company will provide a written statement of service specifying the period that the Employee has worked for the Company and the classification the Employee was employed in and the type of work performed.

49. Redundancy

- 49.1. In the event that a position is redundant, and no redeployment/transfer is reasonably possible, the affected Employee will be entitled to redundancy benefits in accordance with this clause.
- 49.2. These benefits apply only to permanent Employees with more than twelve (12) months service.
- 49.3. Eligible Employees, will be provided with the amount of notice, or payment in lieu of notice, set out below:

Notice Period For Redundancy		
Length of Service	(1) Employee under 45	(2) Employee 45 or over**
Less than 1 year*	-	-
1 year but less than 2 years	3 weeks	3 weeks
2 years but less than 3 years	3 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

**Note: notice for these Employees will be provided in accordance with Clause 44*

*** The Employee has worked for the Company for a minimum of a continuous two-year period*

- 49.4. The Company will also pay an affected Employee a Severance Payment equal to three (3) weeks' wages for each year of service, or part thereof, up to a maximum of fifty-two (52) weeks at the Employee's Standard Rate.
- 49.5. In the case of Employees with one (1) year but less than two (2) years' service, the Severance Payment will be made on the basis of four (4) weeks' wages plus accrued leave entitlements.
- 49.6. In addition to the Severance Payment, Employees will receive payment for all accrued annual leave and RDO's.
- 49.7. Accrued long service leave will be paid out in accordance with the relevant statutory entitlements.
- 49.8. The Company will engage in the Consultation Procedure set out in **Appendix 2** in relation to

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any significant workplace change.

- 49.9. For clarity, redundancy payments will be made at the Standard Rates of pay applicable to an Employee at the time of redundancy, excluding shift loadings, overtime, penalty rates and allowances under this Agreement.

50. Income Protection Insurance

- 50.1. The Company shall provide income protection insurance cover to Employees for the life of this Agreement subject to the following conditions:
- This insurance will be provided by an insurer agreed between the parties. The Company will not be required to contribute an amount greater than the equivalent of 1.57% of the gross weekly wage of the Employee covered by this Agreement towards the premium for such insurance;
 - The Company will incur no responsibility whatsoever with respect to the scheme's operation including but not limited to variation in coverage and benefits. In the event of any increase in premiums occurring during the life of this Agreement the Employees authorise the Company to effect the appropriate deduction from their wage entitlements to accommodate the increased premiums, subject to applicable law. Employees will provide any further written direction necessary to give effect to this clause; and
 - Any conditions specified by the insurer.
- 50.2. Employees who are not able to be covered by income protection insurance provided by the insurer (e.g. because of exclusions due to age, health etc.) will be paid an additional 1.57% of their gross weekly wage, exclusive of allowances (e.g. meal allowance) directly into their bank accounts with their weekly pay.

51. Flexibility

The Company and an Employee may agree to enter into an individual flexibility arrangement in accordance with the Act and **Appendix 1** to this Agreement.

52. No Further Claims

The Union and the Employees agree that there shall be no further wage increases for the life of the Agreement and that the increases outlined in Clause 12 compensate Employees for any other increases and/or allowances and loadings that would otherwise be payable under the Award.


This Agreement is made in full and final settlement of all claims in relation to work covered by this Agreement and the parties bound shall not make any further claims for the period up to the nominal expiry date of this Agreement. This Agreement may, however, be varied at any time during the life of this Agreement in accordance with the FW Act.



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53. Signatories

Signed on behalf of the Company


Signature on behalf of the Company


BRETT PHELAN
Full name of authorised person

AN ENVIRONMENTAL SERVICES
Position

11/3/2024
Date

11/1111 MAY STREET WEST PERTH, WA, 6005
Address (Street, Suburb, State, Postcode)

In the presence of:


Witness (signature)

JORDAN MICALLEF
Name

Signed on behalf of the Employees:


Signature of the Employee Representative

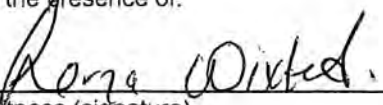
TROY EDWARD HOVEY
Full name of authorised person

LEADING HAND
Position

6/3/2024
Date

15 LANDFILL LANE, NARNICULU, WESTERN AUSTRALIA, 6530
Address (Street, Suburb, State, Postcode)

In the presence of:


Witness (signature)

Roma Wixted.
Name

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Schedule 1 – Wage Rates

At no time shall the rates of pay drop below the Federal Minimum Wages set by the FWC or the corresponding wage rates sets out in the Award. Pay rates are effective from the first full pay of each anniversary of the Commencement Date.

Level	Classifications	Year 1	Year 2	Year 3
1	An Employee engaged as a depot hand in training.	\$32.49	\$33.46	\$34.47
2	An Employee performing one or more of the following functions: <ul style="list-style-type: none"> • 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; 	\$33.70	\$34.71	\$35.75
3	An Employee performing one or more of the following functions: <ul style="list-style-type: none"> • Weighbridge operator; • Trainee driver of vehicle up to and including 14 tonnes GVM; and • Driver (not elsewhere included) of a waste management vehicle up to and including 4.5 tonnes GVM. 	\$34.31	\$35.34	\$36.40
4	An Employee performing one or more of the following functions: <ul style="list-style-type: none"> • Driver of a vehicle with a truck mounted loading crane; • Driver/operator of a mechanical road sweeper; • Incinerator operator; • Operator of earthmoving plant at a waste management facility up to and including 150 BHP (estimated 112kW); • Trainee driver of vehicle exceeding 14 tonnes GVM; and • Driver of a waste management vehicle exceeding 4.5 tonnes GVM and up to and including 14 tonnes GVM. 	\$35.22	\$36.27	\$37.36

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5	<p>An Employee performing one or more of the following functions:</p> <ul style="list-style-type: none"> • Driver of a waste management vehicle exceeding 14 tonnes GVM and up to and including 30 tonnes GVM being: • Rear end loading vehicles • Roll on/roll off vehicles including hook lift, dino and cable • Side lift vehicles (commercial collections) • Lift on skip or morrell vehicles • Pantehnicon • Vehicle carrying septic tanks, chemical closets, portaloos, etc 	\$35.82	\$36.89	\$38.00
6	<p>An Employee performing one or more of the following functions:</p> <ul style="list-style-type: none"> • Driver of an articulated vehicle; • Driver of a rigid vehicle exceeding 30 tonnes GVM; • Driver of a front lift vehicle; and • 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 	\$37.04	\$38.15	\$39.29
7	<p>An Employee performing one or more of the following functions:</p> <ul style="list-style-type: none"> • Driver All Systems (Relief Driver) • Liquid tank waste drivers - rigid vehicles 	\$40.96	\$42.19	\$43.46
8	Driver of a double articulated vehicle (B double).	\$48.81	\$50.28	\$51.79

Appendix 1: Individual Flexibility Arrangements

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - b. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c. the arrangement is genuinely agreed to by the employer and employee.
2. The employer must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
3. The employer must ensure that the individual flexibility arrangement:
 - a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.

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4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. The employer or employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the employer and employee agree in writing — at any time.

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Appendix 2: Consultation

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.

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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

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- 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.

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Appendix 3: Dispute Settlement

1. If a dispute relates to:
 - a. a matter arising under the agreement; or
 - b. the National Employment Standards;this term sets out procedures to settle the dispute.
2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
5. The Fair Work Commission may deal with the dispute in 2 stages:
 - a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

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

6. While the parties are trying to resolve the dispute using the procedures in this term:
 - a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work

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- to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

VEOLIA PERTH REGIONAL C&I DRIVERS AGREEMENT 2024

TRANSPORT WORKERS UNION WA BRANCH SECRETARY



Signature _____

Timothy Dawson

143 Chisholm Crescent Kewdale WA 6105

10 April 2024