



**VEOLIA ENVIRONMENTAL SERVICES (AUSTRALIA) PTY LTD
INDUSTRIAL TOMAGO AFM
ENTERPRISE AGREEMENT 2024**



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1. DEFINITIONS

- "Agreement" means the Veolia Environmental Services (Australia) Pty Ltd Industrial Tomago AFM Enterprise Agreement 2024
- "Award" means the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010].
- "Client" means any company engaging the services of Veolia Environmental Services (Australia).
- "Commission" means the Fair Work Commission.
- "Company" means Veolia Environmental Services (Australia) Pty. Ltd.
- "Employee" means a person whose employment is within the scope and application of this Agreement.
- "WHS Act" means the Work Health and Safety Act 2011 (NSW).
- "Work" means the performance of duties as part of normal paid employment.
- "FW Act" means the Fair Work Act 2009.
- "Union" means The Australian Workers' Union.
- "Training" means the process of bringing a person etc., to an agreed standard of proficiency etc., by practice and /or instruction.
- "AFM" means Amalgamated Facilities Management

2. TITLE

This Agreement shall be known as the "Veolia Environmental Services (Australia) Pty Ltd Industrial Tomago AFM Enterprise Agreement 2024".

3. TERM OF AGREEMENT

This Agreement shall commence 7 days from the date of approval from the Fair Work Commission (FWC) and shall remain in force until 31 December 2026 unless replaced, varied or terminated, by either party pursuant to the provisions of the FW Act.

4. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (a) Veolia Environmental Services (Australia) Pty Ltd ("Company").
- (b) The Australian Workers Union ("Union");
- (c) Employees of Veolia Environmental Services (Australia) Pty Ltd - Industrial Services Division NSW; whose employment is within the scope and application of this Agreement.

5. SCOPE, APPLICATION AND INTENT

- 5.1 The terms and conditions of this Agreement shall apply to employees that are currently employed by Veolia Environmental Services (Australia) Pty Ltd who are engaged to perform work pertaining to industrial services operations at the Tomago Aluminum Company site, Tomago Road, Tomago, under the classifications set out in

this Agreement.

- 5.2 The parties to this Agreement agree to the introduction of more flexible work arrangements, if those arrangements are required in order for the Company to service its clients and to work within their site specific arrangements and production schedules. It is expressly agreed between the parties of this Agreement that the introduction of such flexibilities, if deemed as necessary, are not intended to re-open the negotiation of this Agreement. Any disagreement on the detail of the proposed introduction of flexibilities shall be resolved by way of the Settlement of Disputes Procedure with the relevant employees and the Union, as outlined in this Agreement.
- 5.3 Labour Hire - All Labour hire will be engaged in accordance with the classifications within this agreement and where applicable casuals will be paid 25% loading on the base rate.

6. INTERACTION WITH THE AWARD AND NES

- (a) This Agreement applies to Veolia and Employees to the exclusion of the Award.
- (b) This Agreement is to be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to Employees, the NES provision will apply to the extent of the inconsistency.

7. FLEXIBILITY

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 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.

8. PERFORMANCE OF WORK

It is a term and condition of employment and of the rights applying under this Agreement that an employee;

- A. Attends work during the rostered ordinary hours of work nominated by the Company and that the employee shall not be absent from work on any such day without prior approval from the Company.
- B. Performs such work to the best of their ability, as the Company at all times reasonably requires.
- C. Participates in training and be accredited in work skills and knowledge to become a flexible member of the work team.
- D. In the case of a shift worker, work continues until relieved by a counterpart on the incoming shift or until the Company is able to make suitable arrangements to cover the position.
- E. Notifies the Company if unable to work as soon as practicable (which may be a time after the leave has commenced), and must advise the employer of the period, or expected period, of the leave.
- F. Utilises the skills and knowledge the employee possesses on Company sites and customer sites, without reservation.
- G. Works reasonable overtime in addition to the rostered hours of duty as required, to facilitate the needs of the Company and its client(s).
- H. Utilises personal protective clothing and equipment provided at all times during each shift in line with training and as directed.
- I. Complies with the appropriate Work Health & Safety legislation, regulations, policies and procedures nominated by the Company and its client(s).
- J. Observes regulations published by the Company, Company sites and client site(s) to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition.

9. RATES OF PAY, ALLOWANCES & RELATED MATTERS

- 9.1 Rates of pay: refer to APPENDIX B.
- 9.2 Allowances Disability Rate. In addition to the rates prescribed in Appendix B above, the following disability rate will apply:
- A. A disability rate of fifty cents per hour will be paid to employees for all hours worked and is to cover all working conditions which apply from time to time on sites.
 - B. The rate does not apply to leave or non-working time.
 - C. The rate does not apply for employees who are permanently employed in stores or in offices.

The disability rate takes into account all job related allowances

- 9.3 Living Away from Home Allowance (LAHA) - Employees required by the company to attend work or training at a distance from their usual place of residence that it is unreasonable for them to return home each night, will receive a Living Away from Home Allowance, for out of pocket expenses, at the rate of \$70.00 per day. Accommodation costs will be covered separately by the Company.
- 9.4 Leading Hands. If an employee is working in the capacity of Leading Hand and is nominated by the Company as such, they will be paid one of the following allowances in addition to their rate of pay, for the hours for which they perform those responsibilities as a Leading Hand.

In charge of	\$ per week
3–10 employees	\$45
Above 11 employees	\$65.03

- 9.5 Income Protection Insurance. The Company will provide income protection insurance for employees during the life of this Agreement, having a cost of annual premium to the Company equivalent to two and one half percent (2.5%) of gross earnings. In the event that the income protection premium (%) reduces, the wages will be increased by the same % of the reduction.

The employees will not have the option of being a member of this scheme; it is a system of one-in-all-in. Should the premium cost to the Company exceed two percent (2.5%) of gross earnings, the additional cost is to be offset against wage rate increases prescribed in Appendix B of this Agreement.

- 9.6 Tool Allowance. Those employees required by the Company to supply fit for purpose tools to enable them to perform their role will be paid a tool allowance to cover the supply, maintenance and replacement of all agreed tooling. The payment of this Tool Allowance will be based on individual requirements. The payment of the "tool

allowance" will be calculated per day worked, at the rate of \$5.00 per day. This allowance only applies to tradespersons working in facility maintenance.

9.7 These are the only applicable allowances.

10. APPRENTICE PROVISIONS

(For Directly Employed Apprentices)

10.1 The parties are committed to providing increased employment opportunities for apprentices and trainees through an effective manufacturing industry policy and an increase in apprenticeship places in the TAFE system.

10.2 Apprentices and Trainees will be paid to attend the required schooling to complete their apprenticeship or traineeship.

10.3 Apprentices shall be paid the relevant percentage of the tradesperson's tool allowance in accordance with their wage level. In addition to payment of a tool allowance, the employer shall supply an Apprentice with a "starter's kit" containing basic tools which allow the apprentice to carry out elementary tasks as required. This allowance only applies to tradespersons working in facility maintenance.

10.4 Apprentices attending technical colleges or schools or registered training organisations or TAFE for the purposes of off-job training required under the apprenticeship shall have all fees paid by the employer.

10.5 Apprentices will be paid the following percentages of the base Trade rate as set in this agreement.

Stage of Apprenticeship	% for Apprentice Year 10 or less	% for Apprentice Completed Year 11	% for Apprentice Completed Year 12	Adult Apprentice as defined
1	42%	47.40%	50.80%	75.70%
2	55%	55%	58.90%	85.30%
3	75%	75%	75%	87.90%
4	88%	88%	91.40%	91.40%

10.6 Where a person was employed by the employer immediately prior to becoming an adult apprentice with that employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured.

10.7 For the purpose only of fixing a rate of pay, the adult apprentice shall continue to receive the rate of pay that is from time to time applicable to the classification or class of work the adult apprentice was engaged immediately prior to entering into the contract of indenture.

10.8 The rate of pay of an adult apprentice shall not be lower than the rate prescribed for the lowest paid classification under this Agreement or the rate prescribed by this clause for the relevant year of apprenticeship whichever is the greater.

10.9 Apprentice Provisions (for apprentices employed by Group Training Companies)

The wage rates for full-time apprentices/trainees shall be, as a minimum, the relevant rates prescribed in this Agreement. All other entitlements shall apply in accordance with the industrial instrument applying in the host employers' enterprise.

11. PAYMENT OF WAGES

Wages shall be paid weekly on a day no later than Thursday. Payment shall be made by electronic funds transfer into a bank account nominated by the employee.

12. SUPERANNUATION

The Company will make contributions on behalf of employees to an eligible choice superannuation fund (complying fund) agreed between the Company and an employee, consistent with the provisions of the Superannuation Guarantee (Administration) Act 1992.

Should an employee fail to nominate or not have an existing stapled superfund, the Company will make contributions to the default fund, "Australian Super".

13. JOB GRADING STRUCTURE

Employees shall be classified according to the job grading structure. Progression to a higher grade is conditional upon meeting all the skills required for each level and conditional upon the requirements of the business at the time.

It is agreed by the parties that although pieces of equipment are nominated as being required by the employees to operate against each grade within the classification structure, the Company may introduce new pieces of equipment throughout the life of this Agreement, due to the need for the Company to be able to offer effective services to its client(s).

The type of industrial services work to be performed by the Company includes but is not limited to a requirement for the following job classifications:

- Senior IS Operators/Leading Hand(s)
- Tradesperson (excluding refractory bricklayers)
- Equipment Operators
- Trades Assistants
- Trades Assistant Advanced
- Truck and Sweeper Drivers
- Cleaners
- Labourers

Job Grades

Grade 1 - Labourer

A person who is qualified and capable to perform some industrial service duties not covered by Safework NSW certification but including the operation of RMS certified vehicles to Class C classification.

Grade 2 - Operator I Trades Assistant

A person who is qualified and capable to perform all Industrial Service I Filter Fabric maintenance duties including the completion of a Job Safety & Environmental Analysis (JSEA), permit to work certificate and holds applicable Safework NSW certification and/or RMS licences to operate equipment certified to a classification higher than Class C classification to conduct tasks as directed. These tasks may include but are not limited to;

- Vacuum loading
- High Pressure Water Blasting
- Gulper operations
- Manual Cleaning
- Machinery Operation e.g. Forklift, Bobcat, Fixed Plant, Sweeper
- Assisting Tradespersons
- General work I repairs (non-trades based)
- Filter Fabric plant bag maintenance works

Grade 3- Senior IS Operator I Trades Assistant Advanced

A person who has all Grade 2 capabilities and can demonstrate knowledge, and qualifications in a manner that is consistent with the directions as issued by Supervision and has the ability to train and guide operators and labourers in the delivery of Industrial Services and/or activities and further,

- has shown the ability and willingness to undergo multi skill tasks on site
- has shown the ability and willingness to complete reasonable overtime
- has demonstrated the ability to effectively manage people and resources with regards to industrial services to a suitable level II
- can demonstrate the correct use of all Company Equipment to which they are competently trained including the completion of all relevant inspections and minor maintenance/ servicing
- has shown an understanding of Veolia's Key objectives and targets and maintains a satisfactory attendance record
- has demonstrated that they can successfully complete all required documentation for the required task involving all of the work crew
- has demonstrated capabilities to Tradesman level as assessed by Site Management, without formal qualifications
- has maintained a satisfactory safety performance for a 12 month period

These tasks include but are not limited to;

- Vacuum loading
- High Pressure Water Blasting (Gun & Lance)
- Gulper operations

- Manual Cleaning
- Machinery Operation e.g. Forklift, Bobcat, Fixed Plant, Sweeper
- Heavy Machinery Operation e.g. Front End Loader, Excavator

Grade 4 - Tradesperson

A person suitably qualified and working in their Trade to perform duties as directed, including the completion of a Job Safety & Environmental Analysis (JSEA), permit to work certificate and holds applicable Safework NSW certification as determined by the Company. All classifications of employees will be encouraged to increase their competency levels to meet the needs of the business, by undertaking training as directed by the Company within a reasonable timeframe.

Promotions and Appointments. The appointment of employees to respective classifications reflects their knowledge and training, industry skill and service with the Company.

Promotions and appointments will be based on the needs and requirements of the Company and the employee's demonstrated ability to perform tasks, and their suitability to carry out the inherent requirements of the job.

14. HOURS OF WORK

14.1 The ordinary hours of work shall be an average of thirty eight (38) hours per week with a minimum of eight (8) and a maximum of sixteen (16) hours worked in any twenty four (24) hour period.

14.2 Ordinary hours for day work shall be worked Monday to Friday inclusive, between the hours of 5.00 am and 6.00 pm.

The spread of hours (5.00 am to 6.00 pm) may be moved up to one hour forward or one hour back by agreement between an employer and:

- (i) the majority of employees at the workplace;
- (ii) the majority of employees in a discrete section of the workplace; or
- (iii) an individual employee.

Different agreements may be reached with the majority of employees in different sections of the workplace or with different individual employees.

14.3 Full time employees will work a maximum of 40 ordinary hours per week, of which 2 hours per week will be accrued for a rostered day off (RDO). e.g. a full time employee will work 8 ordinary hours and will accrue 0.4 hours towards an RDO.

14.4 Each day, Monday to Friday inclusive, 30 minutes shall be allowed for an unpaid meal break. Where Site Management agrees 45 minutes shall be allowed for a meal break 30 minutes being unpaid. This time takes into account the 10 minutes rest break normally allocated as "Smoko". It is agreed between the parties that the taking of this meal break will be flexible taking into account Company and client requirements for flexibility. This time is inclusive of time taken at site facilities to obtain lunch. No employee is required by the Company to forgo their meal break and no payments or

penalties shall be paid to employees who do not take their meal breaks during their ordinary hours of work unless directed by supervision. In this case the employee will be paid at the rate of time and a half until they have the opportunity to have their required break.

- 14.5 Provided that where the ordinary hours are to exceed 8 hours in a 24 hour period, such arrangements shall be subject to agreement between the parties.
- 14.6 Rostered Days Off (RDO) - accrued under this Agreement shall be taken on days agreed by the Company and the employee concerned. The Company may direct the employee to use accrued days in excess of 5 days, to meet operational requirements.

15. OVERTIME

- 15.1 All hours worked in excess of or outside the ordinary working hours prescribed by this Agreement shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.
- 15.2 For hours worked on a Saturday, employees shall be paid at the rate of time and a half for the first two hours and double time for the rest of the hours worked. All hours after midday on Saturday are to be paid at double time. If an employee is required to work overtime on a Saturday, they will be paid for a minimum of four (4) hours.
- 15.3 For all hours worked on Sundays, employees shall be paid at the rate of double time. If an employee is required to work overtime on a Sunday, they will be paid for a minimum of four (4) hours.
- 15.4 For all work done on a prescribed Public Holiday, employees shall be paid at the rate of double time and a half. If an employee is required to work overtime on a Public Holiday, they will be paid for a minimum of four (4) hours.
- 15.5 Employees recalled to work overtime that is not continuous with ordinary hours shall be paid for a minimum of four (4) hours work at double time.
- 15.6 When employees are required to work more than two (2) hours overtime continuous with ordinary hours, they will be entitled to a 20 minute crib break which shall be treated as time worked. A further paid crib break shall be allowed after every hour (4) hours of overtime completed.
- 15.7 An employee required to work overtime continuously with ordinary hours for more than two (2) hours without having been notified the previous day that he/she would be required to work overtime, shall receive a \$16.81 meal allowance or have a meal supplied. A second meal or a further \$16.81 allowance will be made available to the employee after he/she has worked an additional four (4) hours overtime.

15.8 When overtime work is necessary it shall be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days. If an employee has not had at least ten (10) hours off duty between the work of successive days, he/she shall not commence work unless approved by a Supervisor without loss of pay. If instructed to resume work he/she will be paid at double time rates until they are released from duty and have had the required ten (10) hour break.

15.9 All parties agree that they are committed to developing a more flexible, better skilled workforce which will require employees attending training and or meetings. Attendance at training and or meetings outside the normal range of work hours shall be paid at single time.

16. SHIFT WORK

Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

16.1 Shift workers, other than those who are covered by Appendix A of this Agreement for all time worked on a Saturday, Sunday or Public Holiday shall be paid the following:

- Saturday - time and a half first two (2) hours and double time thereafter;
- Sunday - double time; and
- Public Holidays - double time and a half.

Such extra rates shall be in lieu of any shift premiums.

16.2 When shifts fall partly on a Sunday or a Holiday, that shift, the major portion of which falls on a Sunday or Holiday shall be regarded as a Sunday or Holiday Shift.

Provided that the time worked by an employee on a shift commencing between 10.30pm and midnight on the day preceding a Sunday or Holiday and extending into such Sunday or holiday shall be regarded as time worked on such Sunday or Holiday.

Where shifts commence between 10.30pm and midnight on a Sunday or Holiday, the time so worked shall not entitle the employee to the Sunday or Holiday rate for the entire shift.

16.3 Shift workers while working the following shifts:

- Night shift, Afternoon Shift
- Night shift only
- Afternoon shift only;

Will be paid a shift loading of twenty percent (20%) for afternoon shift and a loading of thirty percent (30%) for night shift, of the employee's ordinary time rate of pay.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

Night shift means any shift finishing after midnight and at or before 8.00 am

16.4 Additional rotating shift patterns may be developed to meet varying site/client requirements.

17. EMPLOYMENT

17.1 Probationary employment. New employees will initially be employed for a period of up to but no more than twelve (12) weeks on a limited tenure agreement. Termination may be initiated by either party following one weeks' notice. This clause will only relate to full time employees and part time employees and will not relate to Labour Agency casuals.

17.2 The Company shall state in writing to the employee at the time of engagement whether such engagement is on a full time, part time or casual basis.

A full-time employee

- usually works, on average, 38 hours each week over the course of a roster
- can be a permanent employee or on a fixed-term/maximum term contract
- is entitled to paid leave including annual leave and sick & carer's leave
- is usually entitled to written notice, or payment instead of notice, if their employer terminates their employment.

Part time employment. It is agreed between the parties to this Agreement that the Company may engage part time employees or employees for a specified task or period of time, for the purposes of meeting contract needs with the client of the Company and for meeting their need for flexibility. Part time employees will be any employee engaged for a period of in excess of twelve (12) hours and less than thirty eight (38) hours per week. All part time employees will be paid as per the terms of this Agreement, and will receive entitlements, under this Agreement, on a pro rata basis.

Casual employee means an employee engaged as such and paid by the hour. There is no obligation on the company to provide a casual employee with work.

A casual employee shall receive a casual loading of 25% for all hours worked. The casual loading paid to a casual employee is in lieu of paid leave entitlements. As such, casual employees are not entitled to any paid leave entitlements, payment for public holidays not worked, notice on termination and redundancy. A casual employee shall be engaged for a minimum of 4 hours per engagement.

A casual employee after the completion of twelve (12) months continuous service, may request in writing to have their employment status reviewed and converted to permanent full time or part time employment, if, during that period, they have been working regular and systematic hours and they could continue to work such hours without significant adjustment. Veolia may refuse such a request on reasonable business grounds due to operational requirements. Veolia shall formally respond to all such requests in writing.

17.3 Resignation

The employment of a Full-time or Part-time Employee may be terminated by Veolia at any time by giving the period of notice in writing to the Employee set out below:

Period of continuous service	Minimum notice period
1 year or less	1 week
More than 1 year - 3 years	2 weeks
More than 3 years - 5 years	3 weeks
More than 5 years	4 weeks

This notice period also applies to employees who resign from their position.

The notice period above will be increased by one week where an Employee is over the age of 45 years when their employment is terminated, and they have completed at least two years of continuous service with Veolia.

18. ANNUAL LEAVE

Employees (other than casual employees) covered by this Agreement shall accrue with the Company an entitlement to four (4) weeks leave per year.

Continuous Shift Workers shall for each week that they work on a continuous shift roster that includes Saturdays, Sundays or Public Holidays as ordinary working days will accrue with the Company an entitlement to five (5) weeks annual leave per year.

Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

Annual leave is to be taken if authorised by the Company following a request by the employee, and subject at all times to the reasonable operational requirements of the Company.

Payment on Termination

Where the Company terminates an employee's employment, or if the employee resigns, the Company will pay the employee any accrued annual leave and annual leave loading.

Annual Leave Loading (17.5%)

An employee in addition to their Annual leave shall receive a loading of 17.5% calculated on the total amount of Annual Leave pay received.

This loading shall also apply to any proportionate leave or leave paid upon termination.

Shift workers actually taking leave shall receive the said loading or paid their shift loading, whichever is the greater.

Excessive Leave Accruals

The Company may direct an employee to take annual leave at any time, provided such direction is reasonable, taking into account the accrued annual leave entitlements and the operations of the business when their annual leave accrual exceeds 8 weeks and it is necessary to reduce it to a minimum of 6 weeks.

Annual Leave Cash Out

Employees may request to cash out annual leave however they must maintain a minimum balance of four (4) weeks. This request must be made in writing and be approved by their manager. A maximum of two (2) weeks can be cashed out in any period of twelve (12) months. Employees will still be paid annual leave loading on any annual leave that is cashed out.

19. PERSONAL/CARER'S LEAVE

An employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity, shall be entitled to be paid at ordinary time rates of pay for the time of such nonattendance, subject to the following.

- A. A full time employee is entitled to ten (10) days personal leave per annum.
- B. An employee shall inform the Company as soon as practicable (which may be a time after the leave has started)
- C. An employee will notify his/her estimated duration of absence, the reason for absence and whether the employee believes the absence to be related to a work injury as soon as practicable (which may be a time after the leave has started),
- D. An employee shall provide, for absences of two (2) or more consecutive days duration, proof of illness to the satisfaction of the Company, within three (3) days of the absence occurring.
- E. All absences that occur and include day/s immediately before or after a public holiday will be required to provide proof of illness to the satisfaction of the Company within three (3) days of absence occurring. Proof shall constitute a medical certificate or similar. Failure to do so will result in the absent days being taken as leave without pay (LWOP)
- F. In the case where an employee has taken more than four (4) single day absences on paid sick leave during a twelve (12) month period, the employee will be required to substantiate his/her absence to the satisfaction of the Company for each day absent in excess of four (4) days in order to receive payment for such sick leave.
- G. Accrued sick leave can be exchanged for paid hours. The ability and conditions for employees to exchange sick leave for paid hours will be conditional on:
 - (i) Individual employees accrued sick leave hours must remain above fifteen (15)

days, and/or the current waiting period in the Company paid Income Protection Policy.

- (ii) Payment being made a maximum of two times per year.
- (iii) Payment being made only following a written request by the employee.
- (iv) Company site group absenteeism trends down, realising benefits for the Company.

20. PUBLIC HOLIDAYS

An employee, other than a casual employee, is entitled to the following public holidays without loss of pay: Any other day declared a public or statutory holiday for the state, region or locality of the State, in which the site is located, by a law of that state.

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Sunday
- Easter Monday;
- Picnic Day (See below Clause for details);
- Anzac Day;
- Queen's Birthday;
- Labour Day;
- Christmas Day; and
- Boxing Day.

It is agreed between the parties that an employee, other than a casual employee, is entitled to a Picnic Day annually at a mutually agreed time in line with the requirements of the Business as agreed between the parties to this Agreement.

21. LONG SERVICE LEAVE

Long service leave is in accordance with the NSW Long Service Leave Act 1955, or Fair Work Act 2009 or other legislation as applicable.

22. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

Employees shall be entitled to Paid Family & Domestic Violence Leave in accordance with the provisions of the NES.

23. REDUNDANCY

Redundancy shall be in accordance with the Fair Work Act. In the event of an employee becoming redundant, he/she will be entitled to redundancy pay at the rate of 3 weeks ordinary time pay per completed year of continuous employment with the Company, to a maximum of 52 weeks, amounts inclusive of the NES entitlements.

If the NES provides greater entitlement the employee will receive the NES entitlements.

24. PERFORMANCE APPRAISALS

It is agreed between the parties to this Agreement that the Company may conduct performance appraisals. The purpose of conducting performance appraisals is to align the objectives of the business with that of employees' performance of their duties. It is the intention that such appraisals will provide feedback on the performance of the individual covered by this Agreement, to identify development opportunities and to realise the full potential of individual employees.

The individual covered by this Agreement agrees that he/she is subject to performance appraisals and is bound by any decisions made as a result of documented performance appraisals. Performance will be measured against specific job requirements, as set out within this Agreement and any recommendations in relation to individual employees will be done in consultation with those employees. The job requirements may change over the life of this Agreement to allow for changes in the working environment.

The basis of performance measurement will be an objective one, such as assessing the performance of the individual covered by this Agreement.

25. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

25.1 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

25.2 For a major change referred to in paragraph 25.1.A:

- A. the employer must notify the relevant employees of the decision to introduce the major change; and
- B. subclauses 25.3 to 25.9 apply.

25.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

25.4 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.

25.5 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.

25.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

25.8 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 25.2 A and subclauses 25.3 and 25.5 are taken not to apply.

25.9 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

25.10 For a change referred to in paragraph 25.1.B:

- A. the employer must notify the relevant employees of the proposed change; and
- B. subclauses 25.11 to 25.15 apply.

25.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

25.12 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.

25.13 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).

25.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

25.16 In this term: *relevant employees* means the employees who may be affected by a change referred to in subclause 25.1.

26. DISPUTES & ISSUES RESOLUTION

26.1 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.

26.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

26.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

- Step 1: the employee(s) shall first have discussions to address the dispute.
- Step 2: Should the discussions between employees not resolve the dispute, the issue will be escalated to the leading hand.
- Step 3: Should the leading hand be unable to resolve the dispute, it will be escalated to the supervisor (or local manager).
- Step 4: Should the supervisor (or local manager) be unable to resolve the dispute, it will be escalated to the site contracts manager.
- Step 5: Should the site contracts manager be unable to resolve the dispute, it will be escalated to State Manager and Human Resources.

26.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

26.5 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.

- 26.6 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 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.

26.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

27. LOSS OR DAMAGE TO EQUIPMENT

Where an employee loses or damages tools or equipment due to their neglect or carelessness, the Company shall follow the Veolia disciplinary process. The Company takes no responsibility for the damage or loss of any personal tools and /or items.

28. TRAVEL

Employees will be paid for all time spent travelling from a Company depot to a client's site. All time spent travelling during employees ordinary thirty eight full time hours of work shall be paid at the employee's ordinary hourly rate. For all time spent travelling outside of an employee's ordinary thirty eight hours Monday - Friday or on Saturday, Sunday or Public Holiday will be paid at time and a half (1.5 X ordinary hourly rate).

An employee who is required to work away from his or her usual depot/site may be required by the employer to present themselves for work at the required depot/site at the usual

starting time. The employee will be paid for travelling time in excess of the time normally taken to travel from the employee's usual place of residence to their usual depot/site as well as any fares reasonably incurred in excess of those normally incurred in travelling between the employee's usual place of residence and their usual depot/site.

The maximum travelling time is 12 hours out of every 24 hours.

29. FITNESS FOR DUTIES

The Company will provide pre-employment medical assessments for all new employees as an integral part of the job selection process. In addition, employees may be required to undertake ongoing medical assessments by a nominated Company medical practitioner, during the course of their employment, on either a regular basis or as required by the Company. The information obtained from the medical practitioner concerning an employee, will only be in relation to their ongoing ability to perform the requirements of the position for which they are employed to perform. The Company will cover the cost of the medical assessments. These assessments may include a drug and alcohol test(s).

30. PERSONAL AND PROTECTIVE CLOTHING

- 30.1 Upon commencement each employee shall be issued sufficient work clothing to undertake their duties.
- 30.2 A laundry service for work clothes will be provided by the Company at no cost to all permanent employees. Where a laundry service is not provided , the permanent employees will receive an allowance of \$7.00 per week to cover all costs associated with the laundering of Company supplied work clothing.
- 30.3 Supply of work clothing and laundry service is conditional upon the employee ensuring dirty work clothes are placed at their nominated collection point for laundering and the equivalent numbers of cleaned clothes are returned.
- 30.4 Any loss of work clothes due to willful neglect on the part of the employee will be replaced at the employee's expense.
- 30.5 Employees will be issued with 1 (one) "Winter Jacket" or similar to meet site requirements.
- 30.6 Where the nature of the working conditions dictate, protective equipment shall be issued. Such issue shall be in compliance with work, health and safety legislation and Company and site based requirements. Provided that where an employee attends for duty without the necessary personal and protective equipment the Company may stand down such employees without pay, on the basis that they are not presenting themselves ready, willing and able to work.
- 30.7 Personal and protective equipment shall be replaced on a fair wear and tear basis, on presentation of damaged/unusable items.

All employees are to ensure the use of correct clothing/equipment as required under the WHS Act and specific site requirements.

32 . DRUG AND ALCOHOL PROCEDURE

Employees are required to comply with the Veolia Drug and Alcohol Procedure (as amended from time to time). However, the Policy is not incorporated into this Agreement.

33. LOSS OF LICENCE

It is agreed that should an employee lose their licence during the course of their employment, for a driving related offence or have it suspended for a period of time, and it is a requirement of their employment to hold such a driving licence, the Company will attempt to utilise them in non-driving activities. However, should this be not possible they will be offered the opportunity to use any form of accrued leave they have available for the period of time for which they do not have a licence, due to loss or suspension. Should the period of loss or suspension of licence exceed the period for which they have available leave entitlements, the Company may terminate their employment. In certain circumstances, the Company may grant leave without pay, until such time that they obtain their licence.

34. STANDING DOWN OF EMPLOYEES

Notwithstanding anything elsewhere contained in this Agreement, the Company shall have the right to deduct payment for any day or part thereof, during which an employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

35. NO EXTRA CLAIMS

The parties to this Agreement undertake not to pursue any further claims as to wage increases, allowances, or improvements to terms and conditions of employment, whether they be award or over award, during the period of operation of this Agreement.

36. VARIATION

If, during the period of operation of this Agreement, the parties by consent wish to vary this Agreement, the variation(s) will be processed in accordance with the Fair Work Act 2009.

37. DELEGATES RIGHTS

The Company recognises and respects the union delegates' role within the workplace. The Company will treat the union delegates fairly and will allow them to perform their role during ordinary working hours without discrimination or detriment.

Union delegates will be permitted by the Company, during normal working hours, time to:

- prepare for and participate in collective bargaining, the consultation and dispute resolution procedure and attend industrial tribunals (where relevant to the Site);
- have discussions with union members and potential members;
- address new employees at the commencement of employment;
- attend union education as nominated by the union delegate (each delegate will be entitled to 5 days per year, with additional days by agreement);
- place union information on a notice board in a prominent location in the workplace;
- take reasonable leave to work with the union; and
- attend to other reasonable duties upon request.
- The Company must also provide union delegates with reasonable access to telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out their delegate duties.

Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

38. RENEGOTIATION OF AGREEMENT

The Company must commence negotiating for a replacement agreement no later than 3 months before the nominal expiry date of this Agreement. If due to unforeseen circumstances, negotiations may be delayed by mutual agreement.

39. PAYROLL DEDUCTION

Where duly authorised by an employee, the Company will facilitate the deduction of union membership dues (as advised/increased by the AWU from time to time) and will forward such dues to the AWU on a periodic basis as required by the AWU.

40. EXECUTION

**SIGNED FOR AND ON BEHALF of
VEOLIA ENVIRONMENTAL SERVICES
(AUSTRALIA) PTY LTD
by its authorised representative:**

DocuSigned by:

250A5D30F5E44FC...

Signature of witness

Brian Mai

Full name of witness

Human Resources Business Partner

Title of witness

Level 4/65 Pirrama Road, Pyrmont NSW 2009

Address of witness

DATE: 07 February 2024 | 1:44 PM AEDT

DocuSigned by:

75CAD803F96440B...

Signature of authorised representative

James Dale

Full name of authorised representative

Regional Manager Industrial - NSW / QLD

Title of authorised representative

109 Stenhouse Drive Cameron Park
NSW 2285

Address of authorised representative

DATE: 07 February 2024 | 11:53 AM AEDT

**SIGNED FOR AND ON BEHALF of THE AUSTRALIAN
WORKERS UNION**

by its authorised representative:

N. Alexander
.....
Signature of witness

T. Callinan
.....
Signature of authorised representative

Nicole Alexander
.....
Full name of witness

TONY CALLINAN
.....
Full name of authorised representative

PA
.....
Title of witness

AWU NSW BRANCH SECRETARY
.....
Title of authorised representative

Level 3, 16-20 Good Street,
Granville NSW 2142
.....
Address of witness
DATE: 6 Feb 2024

Level 3, 16-20 Good Street,
Granville NSW 2142
.....
Address of authorised representative
DATE: 6 Feb 2024

**SIGNED FOR AND ON BEHALF of EMPLOYEES
by its authorised representative:**



.....
Signature of witness



.....
Signature of authorised representative

VINCENZO ANGELOZZI

.....
Full name of witness

WILLIAM STANLEY WAIGHT

.....
Full name of authorised representative

MANAGER

.....
Title of witness

AFM IS OPERATOR

.....
Title of authorised representative

638 TOMAGO Rd, TOMAGO, NSW, 2322

.....
Address of witness

DATE: 30/01/2024

638 TOMAGO Rd, TOMAGO, NSW, 2322

.....
Address of authorised representative

DATE: 30-1-24

APPENDIX A - 4 ON 4 OFF ROSTER- 10 HOUR SHIFTS

The provisions of this Appendix A are only applicable to the work being performed at the Tomago Aluminium Site by the Industrial Services team.

The number of employees required to work on a 4 on 4 off roster is subject to the needs of the business and appointment to the roster is at the sole discretion of the company. Employees employed on an agreed 4 on 4 off roster shall be paid in accordance with the following provisions;

- A. The ordinary hours of work for employees on the 4 on 4 off pattern shall be 10 hours per shift.
- B. Employees shall accrue 2 hours per week to be taken at a mutually agreed time as an RDO. When an RDO is taken the employee's accrual will be reduced in accordance with the rostered shift i.e. 10 hours. Provided that reasonable notice is given by the employee of the intention to take an RDO approval to take the RDO shall not be unreasonably withheld.
- C. Employees shall accrue annual leave on a pro rata basis at the rate of 5 weeks per annum. 17.5 % leave loading is applicable to annual taken by an employee on a 4 on 4 off roster.
- D. All overtime worked in excess of ordinary rostered hours and all hours worked on a non-rostered working days shall be paid at the rate of double time of the applicable rate for the employee's classification within this agreement. Further any hours worked on a non-rostered public holiday shall be paid at the rate of double time and a half of the applicable rate for the employee's classification within this agreement. Disability allowance is also applicable to overtime hours worked in accordance with this agreement.
- E. Employees engaged on a 4 on 4 off roster shall be paid an annualised salary in accordance with the following table. Wages shall be paid weekly at 1/52 of the annualised rate. The annualised salary is for all ordinary rostered hours including weekends and public holidays. For the avoidance of any doubt, there is no additional payment for employees required to work weekends or public holidays as part of the 4 on 4 off roster.

CLASSIFICATION	1 January 2024	1 January 2025	1 January 2026
GRADE 3 - 4 on 4 off hourly rate	\$48.99	\$50.71	\$52.23
Annualised salary	\$96,819.74	\$100,208.44	\$103,214.69

Note: the above annual salaries include the disability allowance prescribed by this agreement for ordinary rostered hours only. No other award entitlement is applicable where employees are working in line with Appendix A 4 On 4 Off Roster

APPENDIX B - RATES OF PAY

RATES OF PAY, Increases in rates of pay during the life of this Agreement will be 5.5% effective from the first full pay period on or after 1 January 2024, a further 3.5% effective from the first full pay period on or after 1 January 2025 and a further 3% effective from the first full pay period on or after 1 January 2026 consistent with pay rates set out in the table below:

Job Grade	Hourly Rate from 1 January 2024 (5.5% Increase)	Hourly Rate from 1 January 2025 (3.5% Increase)	Hourly Rate from 1 January 2026 (3% Increase)
Grade 1	\$32.52	\$33.65	\$34.66
Grade 2	\$35.56	\$36.81	\$37.91
Grade 3	\$39.46	\$40.84	\$42.06
Grade 4	\$40.32	\$41.73	\$42.99