



WORKING FOR THE FUTURE

REMONDIS Hunter Area Commercial Agreement 2024

REMONDIS HUNTER AREA COMMERCIAL AGREEMENT 2024

REMONDIS Hunter Area Commercial Agreement 2024

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1. STATUTORY REQUIREMENTS**1.1. STATEMENT OF INTENT**

- 1.1.1. This document sets out the agreement reached between the Employees of REMONDIS (**REMONDIS Australia Pty Ltd ABN 95 002 429 781**) and REMONDIS regarding the terms and conditions of employment for those Employees covered by the scope of this Agreement.
- 1.1.2. The Parties to this Agreement agree to be bound, to respect, and to abide by the matters addressed in this document for the duration of this Agreement.

1.2. APPLICATION

This Agreement is binding upon and applies to:

- a. REMONDIS Australia Pty Ltd ABN 95 002 429 781 (**REMONDIS**);
- b. The Employees whose primary location is REMONDIS Australia Tomago Resource Recovery Facility and depot (21D School Dr, Tomago NSW 2322). These employees are involved in the processing/haulage of liquid sullage/liquid waste and/or collection and processing of commercial and industrial waste;
- c. For those covered under the Agreement would otherwise be covered by the Waste Management Award 2020.

1.3. DEFINITIONS

Act means the Fair Work Act 2009 (Cth) (including any subsequent editions).

Agreement means the REMONDIS Hunter Area Commercial Agreement 2024

Agreement Anniversary Date means the date of which the Agreement was approved by the Fair Work Commission.

Award means the *Waste Management Award 2010*.

Casual means an Employee who is paid hourly or daily rate employed by REMONDIS and paid Casual Loading in addition to their Ordinary Hourly Rate in Lieu of entitlements normally received by a Full Time and Part Time Employee.

Company means REMONDIS Australia Pty Ltd ABN 95 002 429 781.

Employee means a person that is directly employed by REMONDIS whose position falls within the classifications set out in Appendix 1

Full Time means an Employee engaged to work 38 hours per week on an ongoing basis and who receives benefits like paid leave and notice of termination.

FWC means Fair Work Commission.

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NES means the National Employment Standards contained in the Fair Work Act 2009 (Cth) (including any subsequent editions).

Ordinary Hours means the ordinary hours of work of an average 38 hours per week (excluding meal breaks) worked between 4.00 am and 5.00 pm, Monday to Friday (inclusive).

Ordinary Rate of Pay means the hourly rate for an employee's classification prescribed in this Agreement.

Superannuation Guarantee Legislation means the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth) (including any subsequent editions).

TWU means Transport Worker's Union, NSW Branch.

1.4. TITLE

- 1.4.1. This Agreement shall be known as the *REMONDIS Hunter Area Commercial Agreement 2024 (Agreement)*.

1.5. PARTIES & SCOPE

- 1.5.1. The Parties to this Agreement shall be:

- a. REMONDIS Australia Pty Ltd ABN 95 002 429 781;

The Employees whose primary work location is at REMONDIS Australia Tomago Resource Recovery Facility and depot (21D School Dr, Tomago NSW 2322) within the classifications set out in Appendix 1

- b. The Transport Workers' Union – NSW Branch.

1.6. OPERATION

- 1.6.1. This Agreement shall come into effect on the seventh day after it is approved by the Fair Work Commission and remain in effect until 30 June 2026.

- 1.6.2. This Agreement is made in accordance with *Section 172* of the Act and will continue to apply unless and until the Agreement is replaced or terminated in accordance with the Act.

REMONDIS and the Employees agree to give effect to the matters contained in this Agreement as approved by the FWC.

1.7. OBJECTIVES

- 1.7.1. This Agreement seeks to ensure that the Company provides a competitive service that is aligned to meet clients' operating requirements.

- 1.7.2. To this end the following initiatives have been identified as elements necessary to commit the parties to this Agreement in the attainment of that strategy:

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- a. A customer service focus;
 - b. Having safe and rewarding work practices;
 - c. Developing a culture of continuous improvement;
 - d. Employee participation in matters that affect them; and
 - e. Increased emphasis on being more competitive.
- 1.7.3. All parties intend to promote the following principles:
- a. To develop a multi-skilled and flexible workforce, promoting a highly productive and competitive business;
 - b. To identify and provide for the implementation of productivity and efficiency measures designed to assist and enhance the Company's operations; and
 - c. To provide for the ongoing training of employees covered by this Agreement concerning workplace health safety and environment, vocational skills and employee support mechanisms.

1.8. COMMITMENT

By entering into this Agreement:

- 1.8.1. The Company makes a commitment to work with the Employees to identify measures aimed at improving the quality of working life for employees, their job security and amenity, the amenity of their working conditions and wage mechanisms which reflect the work performed by Employees.
- 1.8.2. The Employees make a commitment to recognise issues for the Company which contribute to a lack of efficiency and productivity in the Company's operations and to redress those situations to enhance productivity and efficiency and be flexible and responsive to the Company's demands and clients' requirements.
- 1.8.3. Both parties make a commitment to improving communication between them, to a philosophy for creating greater social and industrial harmony and to respecting the rights of each other both within the Company and between the Company and its competitors, clients and the general public.
- 1.8.4. Both parties also commit themselves to work towards a situation where, in all respects concerning work performed by the Company, all relevant rules, regulations, by-laws are adhered to by all Employees, contractors, agents and other persons whatsoever, including, but not limited to, workplace health safety and welfare legislation and provisions.

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1.9. RELATIONSHIP WITH OTHER INSTRUMENTS AND THE ACT

- 1.9.1. This Agreement incorporates the Award as at the date of the making of this Agreement. Where there is any inconsistency between the terms of this Agreement and the terms of the Award or where there is any inconsistency between the subject matter of this Agreement and the subject matter of the Award, this Agreement shall apply to the extent of the inconsistency.
- 1.9.2. Agreement otherwise regulates the terms and conditions of employment for Employees to the total exclusion of any other industrial instruments that might otherwise apply including but not limited to any other Modern Award or transitional instrument.
- 1.9.3. The National Employment Standards (NES) apply to all employees as a minimum standard. Where there is any inconsistency between the NES and a clause of this Agreement, the NES will apply and the clause of the Agreement will not apply, except to the extent that the clause of the Agreement provides for a more beneficial outcome for Employees than the NES.

2. CONTRACT OF EMPLOYMENT**2.1. PROBATIONARY PERIOD**

- 2.1.1. Employees engaged on a Full Time, Part Time basis are subject to a six month (6) probationary period from the Employee's commencement date.
- 2.1.2. During the probationary period, either party may terminate the Employee's employment by providing the other party with one (1) weeks' notice. The Company may decide that the Employee will be paid in lieu of working out the one (1) weeks' notice or alternatively a combination of notice and payment in lieu of notice will apply. During the probationary period the Company is not required to provide the Employee with any counselling or warnings prior to dismissal.

2.2. EMPLOYMENT OF CASUALS

- 2.2.1. The minimum daily engagement of a casual Employee is four (4) hours.
- 2.2.2. In addition to the Ordinary Rate of Pay, Employees engaged on a Casual basis will be paid a casual loading of 25% of the Ordinary Rate of Pay.
- 2.2.3. The Company will commit to utilising permanent employees where practicable before engaging Casual or Labour-Hire employees for Ordinary and Overtime shifts. The available shift will be communicated to permanent employees and in the event that permanent employees are not available the Company will engage the necessary supplementary labour and ensure that they are paid at rates on or above the Agreement or Award as applicable.
- 2.2.4. The Company will have no less than 80% of all Driver positions held by Full Time Employees to ensure the efficient operation of the business.

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- a. If a Full Time Employee employed as a Driver is on a period of paid or unpaid leave they not are counted towards the full-time workforce (e.g. They may be replaced by a Labour-Hire Employee without being counted towards the 80%).

2.3. CONVERSION OF CASUAL EMPLOYMENT

- 2.3.1. Where a Casual Employee has been employed by the Company to perform work for the Company on a regular and systematic basis for 12 months, the Employee will have the right to elect to have their ongoing basis of employment converted to Full Time or Part Time employment.
- 2.3.2. The Company must provide the Casual employee written notice of the provisions of within three (3) weeks of the Employee having been employed or engaged regular and systematic basis for 12 months.
- 2.3.3. The Employee can still choose to elect if the Company fails to provide three (3) weeks notice required.
- 2.3.4. A Casual Employee who does not, within three (3) weeks of receiving written notice of conversion, elect to convert their contract of employment to Full Time or Part Time employment will be deemed to have elected not to convert.
- 2.3.5. Any Casual Employee can still choose to elect Casual Conversation after the expiry of the time for giving such notice and may give three (3) weeks' written notice to the Company that they elect to convert their ongoing contract of employment to either Full Time or Part Time employment.
- 2.3.6. The Company must either consent to or refuse the election within three (3) week written notice.
- 2.3.7. The Company may elect to refuse a request for Casual Conversion only on reasonable grounds.
- 2.3.8. Any conversion of employment will reflect the same number of working hours and times of work as the Employee was previously engaged unless other arrangements are agreed upon between the Company and Employee.

2.4. PART TIME EMPLOYMENT

- 2.4.1. A Part Time Employee is an Employee who works less than 38 ordinary hours per week. Part Time Employees shall receive the same entitlements as Full Time Employees but on a pro-rata basis, based on their Ordinary Hours of work.
- 2.4.2. Before commencing employment, the Part Time Employee must be engaged and paid for a minimum of four (4) consecutive hours per day or shift on the hours to be worked by the Employee. A Part Time Employee may request and the Company may agree to an engagement for no less than four (4) consecutive hours per day or shift, the commencement, finishing times and the Employee's classification.
- 2.4.3. The Company must pay a Part Time Employee at overtime rates or applicable shift loading for all time worked:
 - a. in excess of the agreed hours; and

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- b. outside the Ordinary Hours.

2.5. WORKPLACE MULTI-SKILLING AND SITE TRANSFERS

The parties accept and support the concept of Multi-Skilling and Site Transfers.

2.5.1. Multi-Skilling:

- a. Employees engaged under the terms of this Agreement shall be utilised to complete multiple tasks and there shall be no reasonable limitation on the duties an Employee may be required to perform subject to genuine safety issues.
- b. Any training an Employee may be required to undertake to become multiskilled shall be provided by the Company, and carried out in the Company's time.
- c. All Employees will actively participate when the Company reasonably requires them to become multiskilled across different systems of trucks (**as per Appendix 1 – Classifications**).

2.5.2. Site Transfers:

- a. Employees may be transferred between any REMONDIS sites with at least fourteen (14) days written notice; and
- b. The Company will give consideration to site distances from their residence, fatigue regulations and family commitments.

2.5.3. In circumstances where the transfer/relief is short term and less than fourteen (14) days notice is given, the Company will:

- a. Pay the Employee for fares at the cost of public transport or for the number of kilometres travelled as per the Australian Taxation Office (ATO) rates and time spent travelling at ordinary time rate plus any applicable penalties; or
- b. Supply a Company vehicle, in which case no fares and travel will be applicable for the relief.

2.5.4. Requirements for overnight stays:

- a. If the distances warrant overnight stays, suitable accommodation will be provided; and
- b. All transfers will be subject to the appropriate consultation and agreement between the Company and Employee.

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2.6. ABANDONMENT OF EMPLOYMENT

- 2.6.1. The absence of an Employee from work for an extended period of working days without the consent from the Company, without notification and/or evidence may result with the Company viewing the Employee as abandoning their employment.
- 2.6.2. Within a reasonable timeframe, the Company will reach out to the Employee via various means of communication.
- 2.6.3. Where the Company terminates an Employee's employment by reason of abandonment, the effective date of the termination will be:
- a. The date the Employee last performed work; or
 - b. The last day on which the Employee was absent from work where such absence was notified to the Company and accepted.
- 2.6.4. Where the Company terminates an Employee's employment by reason of abandonment of employment, the Employee will be provided with notice of the termination or payment in lieu of notice in accordance with the NES.

3. CLASSIFICATIONS, WAGES, ALLOWANCES HOURS OF WORK**3.1. CLASSIFICATIONS**

- 3.1.1. The classification structure (**Appendix 1**) is based on the requirements of a multi-skilled workforce where each level requires the applicable qualification and competency to work without supervision and safely perform the required tasks.
- 3.1.2. The classification structure is based on the needs of the business and operational requirements around transferring of Employees where there is a need to fill a position and/or promotion of merit-based appointment.

3.2. RATES OF PAY

- 3.2.1. Employees shall be paid the Ordinary Rate of Pay and all applicable Allowances as agreed between the parties and set out in **Appendix 2** of this Agreement.
- 3.2.2. Payment of wages for all Employees will be weekly by way of EFT (Electronic Funds Transfer) to a bank account nominated by the Employee.
- 3.2.3. The rates of pay set out in **Appendix 2** compensate the Employees for all work performed, including but not limited to, any overtime, loadings, penalty rates, allowances and any other entitlement which may otherwise be due to the Employees under the Award or any other applicable industrial instrument.

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- 3.2.4. Subject to this Agreement being approved by majority of employees on 8 March 2024, all rates will be increased by 4.5% and back dated to 1 July 2023.
- 3.2.5. The Ordinary Rate of Pay will increase on the first full pay period on or after:
- a. 01 July 2024 – 3.00%
 - b. 01 July 2025 – 3.00%
- 3.2.6. This Agreement shall provide the only means by which Employees will receive payment during the life of the Agreement and there shall be no extra claims for the duration of this Agreement in relation to wages and conditions.

3.3. ORDINARY HOURS OF WORK

The starting and finishing times shall be posted in a conspicuous place in the depot and the Company reserves the right to alter the starting and finishing times of Employees with twelve (12) hours' notice.

- 3.3.1. All changes to the arrangement of hours shall be subject to the agreement between the Company and the Employee or majority of Employees concerned. The parties must consider the operational requirements and business needs.
- 3.3.2. Ordinary hours of work for all Employees are identified as the following:
- a. 38 hours per week shall be worked between 4.00 am and 5.00 pm Monday to Friday (inclusive).
 - b. Hours per day shall not exceed eight (8) ordinary time hours, exclusive of meal breaks; days per week shall not exceed five (5).

3.4. ROSTERED DAYS OFF

- 3.4.1. Rostered Day Off (**RDO**) will accrue – for each four (4) week cycle, to a maximum of twelve (12) RDO per year. Each Employee shall take one (1) rostered day off per month in accordance with the roster.
- 3.4.2. Calculation of payment shall be for 7.6 hours per day with 0.40 hours per day accrued as an entitlement for a rostered day at the rate of two (2) hours per week based on an eight (8) hour day.
- 3.4.3. RDOs will only accrue when an Employee has worked an eight (8) hour day at 7.6 Ordinary Hours and an additional 0.40 hours.
- 3.4.4. RDOs will not accrue for days an Employee has taken a leave entitlement or is absent from the workplace.
- 3.4.5. If the rostered day off is not taken because of operational requirements, it may be accumulated or rostered again at a later date.

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- 3.4.6. An Employee can make an application to have their RDO balance reduced to zero (0) days and will be paid at the Ordinary Rate of Pay for 7.6 hours for each day they are cashing out.
- 3.4.7. Taking of RDO's – A schedule for the taking of RDOs will be mutually agreed upon by the Employees and Management. When taking an RDO it does not constitute the breaking of five successive days on a particular shift roster.
- 3.4.8. When an Employee takes an RDO, the Employee will be paid at the Ordinary Rate of Pay for 7.6 hours.

3.5. SHIFT WORK

- 3.5.1. For the purpose of this clause:
- a. **Afternoon shift** refers to the rostered ordinary hours of an Employee where such hours finish after 6.30 pm and no later than 12.30 am.
 - b. **Night shift** refers to the rostered ordinary hours of an Employee where such hours finish after 12.30 am and at or before 8.30 am.
 - c. **Continuous Shift Work** means work carried on with continuous shifts of workers throughout the 24 hours on each of at least six (6) consecutive days without interruption except during breakdowns or meal breaks due to unavoidable causes beyond the control of the Company.
 - d. **Shift Work** means work extending for at least five (5) consecutive days and performed either in daily recurrent periods or in regular rotating periods falling within the limits defined for afternoon shift or night shift.
- 3.5.2. Employees engaged in the following shifts shall be paid the following rates outlined in **Appendix 2**.

3.6. OVERTIME

- 3.6.1. Due to the nature of the industry and having regard to matters of public health, Employees are normally required to work reasonable overtime. The relevant factors to be considered when requiring Employees to work reasonable overtime include:
- a. Any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
 - b. The Employee's personal circumstances (including any family responsibilities); and
 - c. The operational requirements of the workplace in relation to which the Employee is required or requested to work additional hours.
- 3.6.2. The Company will commit to the full utilisation of the Employees who are covered by the scope of this Agreement wherever possible to complete work in Overtime.

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- 3.6.3. The Company commits where possible to promoting full utilisation of permanent Employees before the engagement of supplementary labour through Labour Hire Organisations.
- 3.6.4. By offering reasonable additional overtime hours to the Employees who are covered by the scope of this Agreement, the Company expects that all additional hours that are offered will be accepted.
- 3.6.5. Under the circumstances that no Employee is available to complete such overtime, the Company will then result in engaging supplementary labour through a Labour Hire Organisation.
- 3.6.6. Overtime is to be worked and paid in fifteen (15) minute increments.
- 3.6.7. In computing overtime, each day's work stands alone.
- 3.6.8. All hours worked in excess of the ordinary hours per day or outside the spread of ordinary hours shall be overtime and shall be paid for at the rate of time and one-half (1.5) for the first two (2) hours and double time (2.0) thereafter.
- 3.6.9. When an Employee is required to work overtime for two (2) hours or more, they will be paid a meal allowance as per **Appendix 2**.

3.7. WEEKEND OVERTIME

- 3.7.1. Employees engaged to work on a Saturday, shall be paid overtime and shall be paid for at the rate of time and one-half (1.5) for the first two (2) hours and double time (2.0) thereafter, with a minimum payment of four (4) hours.
- 3.7.2. Employees required to start work after twelve (12) noon on Saturday shall be paid overtime at the rate of double time (2.0) for all hours worked.
- 3.7.3. Employees engaged to work on Sunday, shall be paid overtime at the rate of double time (2.0) with a minimum payment of four (4) hours.
- 3.7.4. The Company will commit to the full utilisation of the Employees who are covered by the scope of this Agreement wherever possible to complete work during weekend overtime.
- 3.7.5. The Company commits where possible to promoting full utilisation of permanent Employees before the engagement of supplementary labour through Labour Hire Organisations.
- 3.7.6. By offering reasonable additional overtime to the Employees who are covered by the scope of this Agreement, the Company expects that all additional hours that are offered will be accepted.
- 3.7.7. Under the circumstances that no Employee is available to complete such overtime, the Company will then result in engaging supplementary labour through a Labour Hire Organisation.

3.8. BREAKS

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- 3.8.1. An employee must be allowed an unpaid meal break of between 30 minutes and one hour within 5 and a quarter hours of commencing duty. The employer and the employee will agree on the time and length of the meal break having regard, among other things, to the fatigue management regulations.
- 3.8.2. An employee must be allowed an unpaid meal break of not less than 15 minutes and not more than 30 minutes after 2 hours of overtime. The employee and the supervisor will agree on the time and length of the meal break having regard, among other things, to the fatigue management regulations.

3.9. 10 HOUR BREAK

- 3.9.1. When overtime work is necessary it must wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- a. An Employee (other than a Casual Employee) who has not had at least 10 consecutive hours after the end of shift on one day and the commencement of the shift on the next day must be given time off without loss of pay until 10 consecutive hours have elapsed.
- b. If an Employee is required to resume or continue work without having had 10 consecutive hours off duty, the Employee must be paid at double time (2.0) of the Ordinary Hourly Rate for such period, until released from duty.
- c. Under the circumstances that an Employee is required to work without having 10 consecutive hours between the termination of the Ordinary Hours and the commencement of the Ordinary Hours on the next day and is released from duty, the Employee is entitled to be absent until they have had 10 consecutive hours off without loss of pay for ordinary working time occurring during such absence.

3.10. CALL BACK AND STAND BY

- 3.10.1. An Employee recalled to work overtime after leaving the site is to be paid a minimum of four (4) hours work for the first recall and a minimum of two (2) hours for each subsequent recall.
- 3.10.2. This does not apply in cases where it is customary for an Employee to return to the Company's premises to perform a specific job outside ordinary hours or where the overtime is continuous with the completion or commencement of ordinary hours.
- 3.10.4. Overtime worked is not to be regarded as overtime where the actual time worked is less than the minimum hours.

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3.11. ALLOWANCES

- 3.11.3. **First Aid Allowance:** An Employee who holds a current first aid qualification from St John Ambulance or similar approved body, and is appointed by the Company to perform first aid duty, shall be paid an allowance as set out in Appendix 2.

The Company recognises the need for qualified First Aiders and agrees to ensure that four (4) Employees are trained as First Aiders at all times.

- 3.11.4. **Overnight travel allowance:** Employees that are required to stay away from their normal place of residence will be paid an Overnight Travel Allowance. This allowance is to cover meals and miscellaneous expenses whilst the company will cover all accommodation costs. This allowance will be paid in accordance with Appendix 2.

- 3.11.5. **Stand-by allowance:** An employee that is rostered to provide stand by services to support a specific contract will be paid a 'Stand By Allowance'. This employee will be willing and able to provide coverage for the nominated 12 hour period. If the employee is engaged to provide a service within this 12 hour period they will be paid for hours worked in addition to the Stand-by-Allowance. This allowance will be paid in accordance with Appendix 2.

- 3.11.6. **Meal Allowance:** A meal allowance will be paid in accordance with clause 3.6.9 and Appendix 2.

- 3.11.7. **Leading Hand Allowance:** A Leading hand allowance will be paid to complete additional duties as directed or appointed as a relief Leading Hand.

- a. A Leading Hand provides guidance and supervision to Employees on-site shall be paid an allowance as set out in Appendix 2.
- b. If a Leading Hand is required to do any work for which a lower rate of pay is so prescribed the Employee shall suffer no reduction in pay during such period.

3.12. SUPERANNUATION

- 3.12.1. The Company will make superannuation contributions in respect to the Superannuation Guarantee Legislation (SGL) as dealt with by federal legislation. The legislation in relation to superannuation, as varied from time to time, will give the superannuation obligation and rights of the parties.

- 3.12.2. The Company will make Superannuation contributions to a Superannuation Fund that is chosen by the Employee. If the Employee does not elect a Superannuation Fund, the Company will make the Superannuation contributions into one of the following Superannuation funds or its successor:

- a. TWU Super;
- b. Any superannuation fund elected as the Company nominated provider for Superannuation contributions for the benefit of its employees provided the Superannuation Fund is an eligible choice fund as per the SGL; or
- c. A Superannuation Fund or Scheme of which the Employee is a benefit member.

4. STATUTORY HOLIDAYS AND LEAVE ENTITLEMENTS

4.1. ANNUAL LEAVE

4.1.1. Casual Employees are not entitled to Annual Leave.

4.1.2. Part Time Employees will accrue Annual Leave on a pro-rata basis based on their Ordinary Hours of work.

4.1.3. An Employee will accrue a minimum of four (4) weeks of paid Annual Leave for each year of service with the Company. Except as otherwise provided for in this Agreement, the provisions of the Act and NES shall apply in respect of Annual Leave.

4.1.4. Employees may be allowed to take annual leave in single day absences, so long as the leave application is submitted with no less than 4 weeks' notice, and approved by the relevant Supervisor or Manager.

4.1.5. Employees are entitled to elect to cash out an amount of Annual Leave in accordance with the Act and the NES, provided that an Employee cannot cash out an amount of Annual Leave if the cashing out would result in the Employee's remaining accrued entitlement to paid Annual Leave being less than four (4) weeks.

4.1.6. Each cashing out of a particular amount of paid leave must be a separate agreement in writing between the Company and Employee.

4.1.7. Where an Employee elects to cash out an amount of Annual Leave, the Company will pay the Employee in lieu of that amount of Annual Leave at their ordinary rate of pay plus leave loading as per **Appendix 2** and reduce the Employee's accrued Annual Leave entitlement by that amount.

4.1.8. If after having tried to reach an agreement with an Employee as to the timing of taking Annual Leave, the Company can direct the Employee to take Annual Leave by giving not less than four (4) weeks' notice of the time when such leave is to be taken if:

- a. At the time the direction is given, the Employee has eight (8) weeks or more of Annual Leave accrued.

4.2. PERSONAL/CARER'S LEAVE

4.2.1. Casual Employees are not entitled to paid Personal / Carer's Leave.

4.2.2. Part Time Employees will accrue paid Personal / Carer's leave on a pro-rata basis based on their Ordinary Hours of work.

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Personal Leave:

- 4.2.3. Employees accrue ten (10) days paid Personal/ Carer's leave per year in accordance with the NES. Except as otherwise provided for in this Agreement, the provisions the NES shall apply in respect of Personal/ Carer's leave.
- 4.1.1. Employees must ring their direct supervisor or manager on the nominated site number as soon as practicable to advise they will be absent for either personal or carers leave. If possible, this should occur before the start of the shift. As far as practicable employees should advise the nature of the injury or illness and estimated duration of the absence.
- 4.2.4. When accessing Personal Leave Employees are required to provide reasonable evidence
- 4.2.5. In circumstances where satisfactory evidence is not supplied and as such not approved by Company, the Employee may not be entitled to payment for the Personal Leave.
- 4.2.6. Payment for Personal / Carer's Leave is subject to the Employee complying with this clause.
- 4.2.7. Where an Employee is absent on Personal on a day falling either side of a public holiday, a scheduled day off or a rostered day off they will be required to produce satisfactory evidence which will be the provision of a medical certificate from a registered health practitioner as satisfactory evidence of illness. In circumstances where it is not reasonably practical to provide a medical certificate from a registered health practitioner, the Employee must provide a statutory declaration as satisfactory evidence of illness.

Carer's Leave:

- 4.2.8. Employees are required to provide satisfactory evidence to be entitled to Carer's Leave. In circumstances where the care or support is required because of a personal illness or injury of a member of the Employee's immediate family or household, satisfactory evidence will be a medical certificate or, a statutory declaration made by the Employee (in circumstances where it is not reasonably practicable for the Employee to give the Company a medical certificate).
- 4.2.9. The Employee may also provide a statutory declaration if the care or support is required because of an emergency.
- 4.2.10. The Employee shall as soon as reasonably practicable inform the Company of the Employee's inability to attend for duty, and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.
- 4.2.11. Employees are entitled to two (2) days of unpaid Carer's Leave for each year only when the Employee has exhausted the options of taking paid Personal / Carer's Leave.

4.3. PAYOUT OF PERSONAL LEAVE

- 4.3.1. Employees may apply to the Company in writing, to cash out a portion of their accrued Personal Leave. An Employee's request to have a portion of his/her accrued Personal Leave cashed out is subject to the following:

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- a. The agreement of the Company;
 - b. The Employee's remaining accrued entitlement to paid Personal Leave being no less than four (4) weeks; and
 - c. Each cashing out of a particular amount must be by a separate agreement in writing between the Company and the Employee.
- 4.3.2. Where an Employee elects to cash out an amount of Personal Leave, the Company will pay the Employee in lieu of that amount of Personal Leave at their ordinary rate of pay as per **Appendix 2** and reduce the Employee's accrued Personal Leave entitlement by that amount.

4.4. COMPASSIONATE LEAVE

- 4.4.1. Casual Employees are not entitled to paid Compassionate Leave.
- 4.4.2. Employees are entitled to two (2) days paid compassionate leave for each permissible occasion in accordance with the provisions of the Act and NES.

4.5. PARENTAL LEAVE

- 4.5.1. Casual Employees are not entitled to Parental Leave except Casuals who are eligible Casuals in accordance with the Act.
- 4.5.2. Employees are entitled to Parental Leave in accordance with the provisions of the NES and Company policies and procedures.

4.6. LONG SERVICE LEAVE (LSL)

- 4.6.1. Employees are entitled to Long Service Leave in accordance with applicable State Legislation.

4.7. PUBLIC HOLIDAYS

- 4.7.1. Employees are entitled to Public Holidays in accordance with the Act and the NES.
- 4.7.2. Due to the nature of the industry and having regard to matters of public health, Employees are normally required to work on Public Holidays.
- 4.7.3. The days upon which the following holidays are observed shall be Public Holidays namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day and Boxing Day and any other days which may be proclaimed or Gazetted as public holidays in NSW.

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- 4.7.4. Weekly Employees shall be paid at the ordinary rate of pay multiplied by two (2) for time worked for all work performed on any of the above mentioned days to a minimum of four (4) hours, plus an additional day's pay (except Christmas Day and Good Friday).
- 4.7.5. Weekly Employees shall be paid the ordinary rate of pay multiplied by two and a half (2.5) for time worked to a minimum of four (4) hours for work performed on Christmas Day and Good Friday, plus an additional day's pay.
- 4.7.6. Casual Employees shall be paid the ordinary rate of pay multiplied by two and one half (2.5) for all time worked on Public Holidays.
- 4.7.7. Except for Christmas Day and Good Friday, which shall be paid at the ordinary rate of pay multiplied by three (3) for time worked to a minimum of four (4) hours, plus an additional day's pay.

4.8. COMMUNITY SERVICE LEAVE

- 4.8.1. Casual Employees are not entitled to paid Community Service Leave.
- 4.8.2. Part time Employees will be entitled to Community Service Leave on a pro-rata basis.
- 4.8.3. Employees are entitled to Community Service Leave in accordance with the NES.

Jury Duty:

- 4.8.4. The Company understands that Employees have a civic responsibility to attend jury service or serve in court as a witness when summoned.
- 4.8.5. In these cases, Employees will continue to receive their regular salary less, all jury or witness fees payable to the Employee.
- 4.8.6. Employees must inform their Manager of the court dates as soon as they are known, and provide a copy of their notification for their personnel file.

Defence Force Leave:

- 4.8.7. Employees who are members of the Defence Force Reserves can apply for two (2) weeks special leave each year in addition to their Annual Leave entitlement.
- 4.8.8. The leave can only be taken for compulsory training.

Emergency Services Leave:

- 4.8.9. Special paid leave may be given to Employees belonging to Emergency Services organisations during situations when life or property is at risk.
- 4.19.10. Employees may also take up to two (2) weeks unpaid leave each year to attend compulsory Emergency Services training.

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The application process for Community Service Leave:

- a. The Employee must notify their manager of the applicable Leave Entitlement under this Agreement or NES they wish to apply for;
- b. Pending approval based on operational requirements, the Employee must complete a Leave Application Form;
- c. The Employee must attach a letter or supplementary evidence as to the requirements around the leave and any earnings they make receive while absent from work;
- d. The Branch Manager must approve the application as appropriate; and
- e. The authorised application must be forwarded to the People & Culture Team.

4.9. BLOOD DONOR'S LEAVE

- 4.9.1. Casual Employees are not entitled to Blood Donor's Leave.
- 4.9.2. The following shall apply in relation to the provision of Blood Donor's Leave, subject to advise regarding medical restrictions on driving following the donation of blood if there are restrictions placed on an Employee that would impact an Employee's work for the following day (and any subsequent day).
- 4.9.3. In the case of an emergency, or where it is impracticable to donate blood outside of working hours, a weekly Employee who is absent during ordinary rostered working hours to donate blood shall not suffer any deduction of pay, up to a maximum of two (2) hours on each occasion.
- 4.9.4. An Employee will be eligible for a maximum of four (4) separate absences to donate blood each calendar year.
- 4.9.5. An Employee taking leave referred to in this clause, shall arrange where practical that their absence is to be no more than two (2) hours from the end of his or her ordinary rostered working hours for that day.
- 4.9.6. The Employee shall where practical provide their manager with at least forty-eight (48) hours notice of their intention to donate blood and the reasons why it is impracticable outside of working hours.
- 4.9.7. Permission to take such leave will be conditional on it being granted to not disrupt the daily work schedule.
- 4.9.8. Notwithstanding the above in this clause, Employees who are engaged at a site which arranges for blood donation to occur at the Company's place of work, whether inside working hours or not, at least once every six (6) months, shall not be entitled to take Blood Donor's leave, except in the case of emergency.

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- 4.9.9. Notwithstanding anything contained in this clause, where medical restrictions are placed on an Employee following the donation of blood which impacts on an Employee's capacity to perform their next rostered shift (or any subsequent rostered shifts), the employee shall not be entitled to take Blood Donor's Leave.

4.10. DOMESTIC VIOLENCE LEAVE

- 4.10.1. Employees are entitled to Domestic Violence Leave in accordance with the provisions of the NES and Company policies and procedures

5. EMPLOYEE RELATIONS**5.1. TERMINATION OF EMPLOYMENT**

Full Time and Part Time Employees:

- 5.1.1. An Employee may terminate their employment by giving notice in writing. The period of notice will be as per the table below; however, there is no requirement on an employee to give additional notice based on the age of the Employee concerned.
- 5.1.2. The Company may terminate an Employee's employment by giving notice in writing, payment in lieu of notice, or a combination of notice and payment in lieu of notice, in accordance with the following table:

Period of continuous service with the Company	Period of Notice
Not more than one year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 5.1.3. Where an Employee is over 45 years of age at the time of termination and has a period of continuous service with the Company in excess of two (2) years, the Employee shall be entitled to one (1) week's notice in addition to that prescribed above.
- 5.1.4. The table outlined does not apply in cases of serious misconduct in which the Company may immediately terminate an Employee's employment without notice or payment in lieu of notice.

Payment On Termination:

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Employees shall be entitled to receive their outstanding entitlements of annual leave, long service leave (where applicable) and rostered days accrued (where applicable) on termination.

5.2. REDUNDANCY

5.2.1. This clause does not apply to Employees engaged on a casual basis. This clause shall only apply in respect of Full Time and Part Time Employees.

5.2.2. Redundancy occurs where the Company has made a decision that it no longer wishes the job the Employee has been doing to be done by anyone and this leads to the termination of the employment of the Employee, except where the termination of employment is due to the ordinary and customary turnover of labour.

5.2.3. In addition to the period of notice prescribed in the Agreement, an Employee whose employment is terminated for reasons of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of continuous service with the Company	Under 45 Years of age	45 years of age and over
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 Weeks

5.2.4. Clause (5.2.3) shall not apply where the Company procures an offer of acceptable alternative employment for an employee. In this clause, acceptable alternative employment includes a position which has at least the same level of remuneration as the position held by the employee with the Company and provides for continuity of service.

5.2.5. An Employee given notice of termination must be entitled upon request:

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- a. Allowed up to one (1) day's time off without loss of pay during each week of notice to seek other employment.
- 5.2.6. If the Employee has been allowed paid leave for more than one (1) day during the notice period to seek other employment the employee must:
- b. At the request of the Company produce evidence of an interview they attended for any subsequent day in addition to their entitlement; and
 - c. If the Employee cannot provide sufficient evidence, they may not be entitled to payment for the additional time absent from the workplace.

5.3. DISCIPLINARY PROCEDURE

- 5.3.1. This procedure is to be followed for all disciplinary matters of unsatisfactory performance, conduct, or breaches of REMONDIS' procedures including but not limited to safety, environmental, harassment, sexual harassment or other procedures.
- 5.3.2. This procedure shall not apply to Employees on a casual basis or still within their Probationary Period.
- 5.3.3. The Company reserves its rights to summarily dismiss an Employee based on the ground of serious misconduct, in which case the Company may immediately terminate the Employee's employment without notice or payment in lieu of notice.
- 5.3.4. At any step in the process, Employees may choose to have a support person and/or Employee Representative present.

Step 1 - Verbal Warning/Counselling

- 5.3.5. Where the Company has a first concern regarding the performance and/or conduct of an Employee, this Step shall be taken:
 - a. The Company will explain the concern regarding their performance, safety and/or conduct and the expectations of the Company outlined to the Employee in question;
 - b. The Employee will be given an opportunity to provide an explanation;
 - c. The Company will consider the Employee's explanation and any relevant facts.
- 5.3.6. If the explanation offered by the Employee is not reasonable, the Employee will be reminded of this procedure and will be issued a First Warning. At that time the Company will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employee's performance or conduct may lead to further warnings or dismissal.

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- 5.3.7. The warning is to be documented and the Employee is to receive formal notification after Step 1 has taken place.
- 5.3.8. The Employee under counselling will be made aware of the standards of improvement in performance and/or conduct required by the Company.
- 5.3.9. The Employee's performance will be reviewed after three (3) months.

Step 2 - Written Warning

- 5.3.10. If the Company has a second concern about the performance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, this step shall be taken:
 - a. The Company will explain the concern regarding their performance, safety and/or conduct and the expectations of the Company outlined to the Employee in question;
 - b. The Employee will be given an opportunity to provide an explanation;
 - c. The Company will consider the Employee's explanation and any relevant facts.
- 5.3.11. If the explanation offered by the Employee is not reasonable, a written warning is to be given referring to the first warning (at Step 1) and the opportunity of improvement, if applicable.
- 5.3.12. The written warning will inform the Employee that failure to meet the stated standards of improvement or any further instances of poor performance and/or conduct may lead to dismissal without further warning.
- 5.3.13. The written warning will also provide feedback to the Employee on how to improve their performance and/or conduct.
- 5.3.14. The written warning and Employee performance issues will be reviewed and may be disregarded for disciplinary purposes after six (6) months.
- 5.3.15. Any final warning and Employee performance issues will be reviewed and may be disregarded for disciplinary purposes after (9) months

Step 3 – Dismissal

- 5.3.16. If the Company has a third concern about the performance, safety and/or conduct of the Employee on the same matter or similar in its nature, their manager shall undertake the following:
 - a. The Company will explain its concern with the standards of the Employee performance, safety and/or conduct;
 - b. The Company will give the Employee an opportunity to provide an explanation and provide any mitigating evidence;

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- c. The Company will consider the explanation and any relevant facts.
- 5.3.17. If the explanation offered by the Employee is not reasonable, notice of dismissal may be given by the Company.
- 5.3.18. While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures or standards for example relating to but not limited to safety, environmental, harassment, sexual harassment or discrimination, may result in Step 3 of the procedure being invoked.
- 5.3.19. To avoid doubt, serious breaches in this context refer to breaches that are likely to significantly put at risk other persons or the environment, for which it is not reasonable for a second breach to be tolerated.
- 5.3.20. This procedure does not take away the right of the Company to dismiss an Employee without notice for serious or wilful misconduct.

Other Conditions of the Contract of Employment

- 5.3.21. It is a condition of employment that all (and not only limited to) Employees adhere to the Company's Health, Safety and Environmental Policies, Drug and Alcohol, Equal Opportunity and Bullying and Harassment and other relevant Company Policies and Procedures, and attend any training or education sessions provided about such policies and procedures.

5.4. DISPUTE RESOLUTION PROCEDURE

- 5.4.1. If a dispute relates to:
 - a. a matter arising under the Agreement
 - b. any matter pertaining to the relationship between the Employer and Employee
 - c. the National Employment Standards;this term sets out procedures to settle the dispute.
- 5.4.2. An Employee who is a party to the dispute may appoint a representative (which may be a TWU delegate, Official or the State Secretary of the TWU) for the purposes of the procedures in this term.
- 5.4.3. Resolving the dispute:
 - i. 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 their supervisor.
 - ii. If the matter remains in dispute, it will then be escalated to the next superior Company representative.
 - iii. If this fails to resolve the matter it will then be escalated to the Company's Management.

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- 5.4.4. If the matter remains in dispute following the procedure set out in clause 5.4.3 the parties may submit the dispute to the FWC for conciliation.
- 5.4.5. The Fair Work Commission
- (1) If the matter is submitted for conciliation, it is agreed that the action the FWC may take includes:
 - (a) arranging conferences of the parties or their representatives at which the FWC is present; and/or
 - (b) arranging for the parties or their representatives to confer amongst themselves at conferences at which the FWC is not present.
 - (2) If the dispute is not resolved in conciliation conducted by the FWC, the parties agree that the FWC will proceed to arbitrate the dispute and/or otherwise determine the rights and/or obligations of the parties to the dispute. In relation to such an arbitration, the parties agree that:
 - (a) The FWC may give all such directions and do all such things as are necessary for the just resolution of the dispute. The FWC may exercise powers of conciliation, arbitration and declaratory relief in relation to the dispute, including all related procedural powers such as those in relation to hearings, witnesses, evidence and submissions;
 - (b) The FWC should apply the rules of evidence that would ordinarily apply to a hearing before the FWC under the Act;
 - (c) Before making a determination, the FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute; and
 - (d) In making its determination, the FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.
 - (3) The decision of the FWC will be final and binding on the parties subject to the following agreed matters:
 - (a) there will be a right of appeal to a Full Bench of the FWC against the decision;
 - (b) the right of appeal must be exercised within twenty one (21) days of the decision being issued or within such further time as the Full Bench may allow;
 - (c) the appeal will be conducted in accordance with the legal principles applying to an appeal in the strict sense;
 - (d) the Full Bench (or a single member of the Full Bench on delegation) will have the power to stay the decision pending the hearing and determination of the appeal; and
 - (e) the decision of the Full Bench in the appeal will be final and binding upon the parties.
 - (4) The parties to the dispute agree to be bound by any decision made by the FWC in accordance with this term.

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- (5) The parties undertake to resolve any disputes in a timely manner in accordance with the procedure set out in clause 5.4.5 and will co-operate to ensure that these procedures are carried out expeditiously.
- (6) For the purposes of the procedure outlined in this clause 5.4.5, an employee may appoint a representative of their choice, which may include the TWU.

5.4.6. Status Quo

Until the dispute is resolved by agreement, conciliation or arbitration, the status quo before the dispute arose (being the arrangements in place prior to the proposed or implemented change/s that caused the dispute) will be maintained, with work and payments to continue as before without disruption.

6. MISCELLANEOUS**6.1. INDUCTION AND TRAINING****Inductions**

- 6.1.1. The Company hereby states its own commitment to induction training. Such induction training will be provided for all Employees joining the Company, with provision for periodic updates and reviews. Induction training shall include training in:
 - a. Workplace Health and Safety welfare training consistent with the Company's obligations under relevant legislation and the Company policies and procedures; and
 - b. Protection of the environment consistent with the Company's policies and procedures.

Internal communication

- 6.1.2. The Company will continuously 'ToolboxTalk' all Employees on a variety of safety and operational matters, as well as informal onsite training procedures specific to the particular site.
- 6.1.3. The Company expects all Employees to attend Toolbox Talks and other training sessions as it is a requirement of their employment.

Voluntary Training

- 6.1.4. Employees shall voluntarily where necessary be offered additional training each year, in their own time, which shall not count as time worked or paid for.
- 6.1.5. The syllabus for such training sessions shall be at the discretion of the Company.
- 6.1.6. Such training must be organised by the Company such that:

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- a. Training sessions are allocated in any combination of two (2) hour blocks; four (4) hour blocks; or eight (8) hour blocks;
- b. No Employee is required to attend a training session on the weekend without prior arrangement; and
- c. The training is scheduled to cause minimal disruption to any Employee's rostered overtime.

6.2. FLEXIBILITY TERM

- 6.2.1. The Company and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - a. the Agreement deals with one (1) or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances; and
 - v) leave loading;
 - b. the arrangement meets the genuine needs of the Company and Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - c. the arrangement is genuinely agreed to by the Company and Employee.
 - d. If the Employee requests a support person when discussing a flexibility arrangement, the Company will ensure that the meeting is arranged at a time to suit the Employee, support person and Company (within a reasonable time-period).
- 6.2.2. The Company 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.
- 6.2.3. The Company must ensure that the individual flexibility arrangement
 - a. is in writing; and

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- b. includes the name of the Company and Employee; and
 - c. is signed by the Company 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 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.
- 6.2.4. The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.2.5. An Employee and the TWU may submit in writing a request (signed by the Employee) for a copy of an individual flexibility arrangement, this will be provided within a reasonable time-frame. Notwithstanding the TWU request, any Employee may request this at any time from the Company..
- 6.2.6. The Company 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;
 - b. if the Company and Employee agree in writing--at any time.

6.3. CONSULTATION TERM

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

Major change

- 6.3.2. For a major change referred to in Clause 6.3.1.a.

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- a. the Company must notify the relevant Employees of the decision to introduce the major change; and
 - b. subclauses 6.3.3 to 6.3.9 apply.
- 6.3.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 6.3.4. 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 Company of the identity of the representative;
- The Company must recognise the representative.
- 6.3.5. As soon as practicable after making its decision, the Company 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 Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - b. for the purposes of the discussion--provide, in writing, to the relevant Employees:
 - i) all relevant information about the change including the nature of the change proposed; and
 - ii) information about the expected effects of the change on the Employees; and
 - iii) any other matters likely to affect the Employees.
- 6.3.6. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 6.3.7. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 6.3.8. 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 Company, the requirements set out in Clause 6.3.2 a. and subclauses Clause 6.3.3 and Clause 6.3.5 are taken not to apply.
- 6.3.9. In this term, a major change is likely to have a significant effect on Employees if it results in:

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- a. the termination of the employment of Employees; or
- b. major change to the composition, operation or size of the Company 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 role/s.

Change to regular roster or ordinary hours of work

6.3.10. For a change referred to in Clause 6.3.1 b.

- a. the Company must notify the relevant Employees of the proposed change; and
- b. Clauses 6.3.11 to 6.3.15 apply.

6.3.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

6.3.12. If:

- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b. the Employee or Employees affected and their representatives, if any, about the proposed change advise the Company of the identity of the representative;

the Company must recognise the representative.

6.3.13. As soon as practicable after proposing to introduce the change, the Company 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

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- ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - iii) information about any other matters that the Company 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).
- 6.3.14. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 6.3.15. The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 6.3.16. Once a final decision has been made by the Company, it will promptly notify the Employees and their nominated representatives of the decision in writing, and explain the effects of the decision.
- 6.3.17. In this term:
- a. **relevant Employees** means the Employees who may be affected by a change referred to in Clause 6.3.1

6.4. UNION RECOGNITION**Employee Representative / Employee Delegate**

- 6.4.1. An Employee elected as an Employee representative /Employee delegate in the yard shall upon notification to the Company from either:
- a. The branch or sub-branch secretary of the union in the case of an Employee elected as a representative by those Employees who choose to be members of the TWU; or
 - b. The Employee elected as a representative by those Employees who choose not to be members of the TWU;
- Be recognized as the representative/s.
- 6.4.2. Matters arising in the yard affecting Employees who may or may not be members of the union may be investigated and discussed by the Employee representative/Employee delegate and discussed with the Company or Company representative.
- 6.4.3. The Employee representative/Employee delegate on request shall be allowed reasonable opportunity to carry out such duties at a time reasonably convenient to the Employee representative/Employee delegate and the Company.
- 6.4.4. If the matter in dispute is not settled the appropriate *Clause 5.4 Disputes Procedure* for the relevant yard or site will be followed.

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6.5. TRAINING

- 6.5.1. The Company may allow the attendance of an Employee representative / Employee delegate at an Employee representative / Employee delegate course or training conducted by the union or an alternative suitable course provider.
- 6.5.2. These days in total shall not exceed six (6) per year. These six (6) days will be paid by the Company at Ordinary Rates of Pay for any training attended during ordinary time hours. Payment of these hours will be for, but not exceed 10 hours per day.

Provided that also the Company is in receipt of:

- a. An application in writing to attend such course at least one month prior to commencement of the course stating;
 - b. Name of Employee seeking leave;
 - c. Period of leave;
 - d. Commencing and finishing times of course; and
 - e. General description of the course and its location.
- 6.5.3. The Company is not liable for any additional cost associated with such course and must have proof of attendance for the Employee to be paid their ordinary time rates for such attendance.
- 6.5.4. Approval of leave shall be at the Company's discretion to minimize effects on operational requirements.

NOTE:

The prescription of days which the Company is prepared to allow for the attendance of Employee representatives/Employee delegates at accredited or recognized training courses as stated above may be varied by agreement on the basis that the attendance at such course would be in the interest of the parties.

6.6. ORDINARY TIME TRAINING RATE

- 6.6.1. Employees shall be paid ordinary time for training, capped at a maximum of 12 hours per annum.
- 6.6.2. This training will be held Monday to Friday and will consist of Toolbox Talks and other necessary Training modules.
- 6.6.3. The syllabus for such training sessions shall be at the discretion of the Company however it is expected that usual shifts will be completed after each session whilst remaining within the legal Standard Hours for Fatigue Management Purposes.
- 6.6.4. The annual allocation of training time will reset each year.
- 6.6.5. The calculation of the twelve (12) hours per annum and the annual reset of the allocation will be determined using the Anniversary Date of the commencement of the Agreement.
- 6.6.6. Competency-Based Driver Trainer Assessments will not be included in this training rate.

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6.7. PICNIC DAY

- 6.7.1. The industry picnic day will continue to apply during the life of this Agreement, in line with the industry standard. This day is intended to promote team building and communication between REMONDIS Employees and will operate in accordance with the following:
- a. The second Saturday in May of each year shall be the Industry Picnic Day;
 - b. All Employees shall, as far as practicable, be given and shall take this day as a Picnic Day without deduction of pay; and
 - c. Employees required to work shall be paid as per Weekend Overtime in addition to the standard Picnic Day payment.

6.8. DRUG AND ALCOHOL

- 6.8.1. The Employees agree to comply with the Company's Drug and Alcohol Policy (and subsequent editions). If the Company chooses to change the policy then they will consult and educate in conjunction with all Employees before varying it.

6.9. PRODUCTIVITY & EFFICIENCY MEASURES

The Operator of a vehicle is required to:

- 6.9.1. Clean out the inside and rear of the collection body, hopper and lifter at the completion of each day's work. Ensure rear door of collection vehicle seal is cleaned (by hand brush) before closing the door, after each time and in the case of rear loaders, clear daily, at the end of each shift, all material above the rear sweep packing blade.
- 6.9.2. Maintain and clean the inside of the truck cabin.
- 6.9.3. Carry out daily pre-start and end of shift checks of Company vehicles and sign off checks in accordance with the Operator's Daily Report Sheet requirements.
- 6.9.4. Complete worksheets fully and hand to the Operations Supervisor daily. Such sheets include but are not limited to Daily Work Diary (in accordance with RMS requirements), Daily Run Sheet Cover Page and relevant Run Sheet.
- 6.9.5. In addition, Employees must observe the following:
 - a. Truck washing is the responsibility of the Company; and
 - b. The contract with the Council calls for a 6.00 am start for collections. All domestic collections shall not commence prior to this time unless prior written approval is obtained from Council and the relevant streets are added to the Early Starts list.
- 6.9.6. Ensure any refuse that is evident prior to or is spilt or dropped during collection is picked up and placed in the collection vehicle. The driver must use Fleet System (FS) to record all sites where the spillage has occurred before collection, and the bin is to be serviced. On windy days MGB/s are to be straightened for collection by all drivers.

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- 6.9.7. As instructed by Operations, drivers must collect missed services reported by Council or a resident on the same day if reported before midday or the next day if reported after midday.
- 6.9.8. Ensure that all bins and containers that are emptied are returned to their respective collection points and left in an upright position with lids closed. Should access be blocked to a bin the driver is required to park the vehicle safely, exit the vehicle safely, collect and service the bin before returning it to its original location.
- 6.9.9. Ensure that any bin or container that is incorrectly placed or any carts or containers in a damaged condition are reported using the FS.
- 6.9.10. All Employees must support Quality Assurance and Workplace Health Safety and Environment.
- 6.9.11. Training and inductions will be paid at ordinary time rates unless training is deemed to be Voluntary.
- 6.9.12. Hearing test medical examinations, inoculations, plant permitting and licensing and dangerous goods licensing to be done in Employees' own time unless otherwise directed by the Company.
- 6.9.13. Travel time outside of ordinary hours of work will be paid for all hours travelled at time and one half (1.5).
- 6.9.14. Front lift Drivers shall lubricate bin castors regularly to ensure effective and safe manoeuvrability of such bins (the Company will supply the lubricant).
- 6.9.15. The Company will be responsible for engaging suitably qualified personnel for weekly and post-service wheel nut re-tensioning.
- 6.9.16. All drivers shall embrace the need for the Company to remain competitive and as such shall readily accept advances in technology such as electronic run sheets & GPS. This software will also provide our workshop with vehicle data such as braking, speed, acceleration etc.

6.10. PERSONAL PROTECTIVE EQUIPMENT

All uniform items distributed by the Company remain the property of the Company. All Employees must take good care of uniform items issued.

- 6.10.1. The Company will replace uniform items on fair wear and tear basis
- 6.10.2. Employees must wear supplied PPE at all times while onsite.

6.11. OTHER CONDITIONS OF THE CONTRACT OF EMPLOYMENT

- 6.11.1. It is a condition of employment that all Employees adhere to the Company's Health, Safety and Environmental Policies, Drug and Alcohol Procedures, Equal Opportunity and Harassment & Bullying and other relevant Company Policies and Procedures, and attend any training or education sessions provided regarding such policies and procedures.

6.12. STANDING DOWN EMPLOYEES

- 6.12.1. The Company has the right to stand down an Employee with pay in certain circumstances, which are not limited to but may include cases of allegations of serious breaches of procedures or standards

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relating to safety, environmental, harassment, sexual harassment and bullying or discrimination.

6.13. CODE OF CONDUCT

An Employee is required to:

- 6.13.1. Conduct themselves civilly and courteously at all times when performing their duties.
- 6.13.2. Ensure that any damage to any Company equipment or property is reported immediately to a Supervisor or Manager.
- 6.13.3. Report any injury incurred whilst performing their duties, immediately (or at a minimum at the completion of their shift and prior to leaving the Thornton site).
- 6.13.4. Ensure that all issued protective clothing and equipment is used only in relation to performing work, is maintained to a reasonable level with respect to cleanliness and minor repairs, and returned to the Company in good order subject to fair wear and tear in due course or upon termination.
- 6.13.5. Safety footwear prescribed as protective equipment will be provided to an Employee and is required to be worn at all working times by the Employee.
- 6.13.6. Without exception, only uniforms (including hat wear) supplied to an Employee by the Company are to be worn by an Employee at all times whilst working (with sleeves left on). High visibility clothing shall not be obscured in any way.

A Driver of a Company vehicle is required to:

- 6.13.7. Ensure that only Employees or other persons authorised by Management are to travel in the Company's vehicles.
- 6.13.8. Ensure that only those Employees authorised to drive the vehicle do so and that the driver authorised and directed to be in charge of the vehicle does not hand over responsibility without approval from management.
- 6.13.9. Submit notes and reports before concluding shifts of work reporting any defects of the vehicle or equipment requiring repair or adjustment.

6.14. WORKPLACE HEALTH AND SAFETY

- 6.14.1. The Company will ensure that vehicles used in collection, transportation and disposal of waste are of high visibility and fitted with flashing lights or lights visible from all points around the vehicle.
- 6.14.2. The Company will provide First Aid Kits to be carried in each vehicle.
- 6.14.3. As per Company policy and RMS driver's regulations, drivers are to ensure all wheels are properly attached to the vehicle with the right number of nuts and studs. Wheel nuts are to be re-tensioned and this is to be recorded and signed off on the Operator Daily Report sheet on the appropriate day. All drivers are legally responsible for the safety and roadworthiness of the vehicles they drive.
- 6.14.4. 100% attendance at Tool Box talks is required unless on Approved Leave.
- 6.14.5. Employees are required to complete a minimum of one (1) written Take 5 assessment per shift or similar

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Safety tasks to be assessed by their Manager. All workplace safety and accident damage incidents are to be reported as per Company procedures.

6.15. NO EXTRA CLAIMS

- 6.15.1. Prior to the nominal expiry date, this Agreement settles all claims in respect of the employment of the Employees to whom this Agreement applies.
- 6.15.2. The Employees will not pursue any further claims concerning the employment of any Employee of the Company.
- 6.15.3. The Employees will not engage in industrial action for the purpose of advancing claims against the Company in respect of the employment of any Employee of the Company.

6.16. NO DURESS

- 6.16.1. This Agreement had been entered into as a result of consultation between the Company and the Employees. It has been entered into without duress being applied by any party against any one or more of the other parties to the Agreement.

7. SIGNATORIES

Signed for and on behalf of REMONDIS Australia Pty Ltd by its authorised representative:

[Handwritten Signature]
.....
(Signature)

18/03/2024
.....
(Date)

Craig Hall
.....
(Printed Name)

21D School Dr, Tomago NSW 2322
.....
(Address)

Regional Manager
.....
(Position Title)

In the presence of

Bradd Linnertson
.....
(Signature)

18.03.2024
.....
(Date)

Bradd Linnertson
.....
(Printed Name)

21d School DR, Tomago NSW 2322
.....
(Address)

Senior Operations Supervisor
.....
(Position Title)

Signed for and on behalf of the Employees by their authorised representative:

.....
(Signature)

.....
(Date)

.....
(Printed Name)

.....
(Address)

.....
(Position Title)

In the presence of

.....
(Signature)

.....
(Date)

.....
(Printed Name)

.....
(Address)

.....
(Position Title)

8. Appendix 1 – CLASSIFICATIONS

Classification:	Description of Duties
<p>Level 2</p> <p>Yard Person</p> <p>C&I Offsider</p> <p>Industrial Services labourer</p>	<p>An Employee at this level undertakes work as directed consistent with the Employee’s range of skills and competence or consistent with training requirements.</p> <p>An Offsider (includes Runners) to a Driver in all waste management systems.</p>
<p>Level 4</p> <p>Driver – Hiab</p> <p>Plant Operator</p> <p>Industrial Services Operator</p>	<p>An Employee performing one or more of the following functions:</p> <ul style="list-style-type: none"> • Driver of a vehicle with a truck mounted loading crane; • Driver/operator of a mechanical road sweeper; • Operator of earthmoving plant at a waste management facility up to and including 150 BHP; • 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.
<p>Level 5</p> <p>Driver Hook Lift</p> <p>Driver Rear Lift</p> <p>Driver Liquid Rigid</p> <p>Driver Skip/morrell</p> <p>Driver Tautliner</p>	<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) • Liquid waste rigid vehicles • Lift on skip or murrell vehicles • Pantehnicon/Tautliner • Vehicle carrying septic tanks, chemical closets, portaloos, etc
<p>Level 6</p> <p>Driver – Front Lift;</p> <p>Driver – Walking floor</p> <p>Driver - Articulated Tanker</p>	<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.

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<p>Level 6</p> <p>Driver - Industrial Services</p>	<p>Industrial Service Level 1 – can perform the following the functions and is competent in:</p> <ul style="list-style-type: none"> MSMSS00018 - Operate a high pressure water jetting system MSMSS00019 - Operate a drain cleaning system Operating REMONDIS Industrial Services vehicles unaccompanied in approved 'one out' tasks <p>Industrial Service Level 2 – can perform the following the functions and competencies:</p> <ul style="list-style-type: none"> Level 1 perform functions and has same competencies Hold Confined spaces and working heights tickets and performs such activities for jobs Assess safety risks and review safety and compliance documentation Lead complex and/or multi-disciplined Industrial Services projects
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9. Appendix 2 – RATE OF PAY

9.2.1. At no time shall the wages drop below the Federal Minimum Wages set by FWC or the corresponding wage rates set out in the Award. Other than the first increase, pay rates are effective from the first full pay period on or after 01 July for each year.

Description	Award Level	Current Rate	Commencement of EA subject to clause 3.2.4	Increase 3% - 1 July 2024	Increase 3% - 1 July 2025	
General labourer	2	\$ 28.7463	\$ 30.0399	\$ 30.9411	\$ 31.8693	
General Yard Person / Offsider	2	\$ 30.4572	\$ 31.8278	\$ 32.7826	\$ 33.7661	
Industrial Services - Labourer	2		\$ 31.6575	\$ 32.6072	\$ 33.5854	
MRF Operator	4	\$ 32.0211	\$ 33.4620	\$ 34.4659	\$ 35.4999	
Driver - Hiab	4	\$ 32.0211	\$ 33.4620	\$ 34.4659	\$ 35.4999	
Industrial Services Operator	4		\$34.1700	\$ 35.1951	\$ 36.2510	
Driver - HOOK Lift	5	\$ 32.8935	\$ 34.3737	\$ 35.4049	\$ 36.4671	
Driver - Rear Lift	5	\$ 33.0066	\$ 34.4919	\$ 35.5267	\$ 36.5925	
Tautliner DG	5	\$ 34.1567	\$ 35.6938	\$ 36.7646	\$ 37.8675	

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Driver - Liquid Rigid 4 axle	5	\$ 34.4742	\$ 36.0255	\$ 37.1063	\$ 38.2195	
Driver - Front Lift	6	\$ 33.4260	\$ 34.7630	\$ 35.8059	\$ 36.8801	
Walking Floor	6	\$ 33.9473	\$ 35.3052	\$ 36.3643	\$ 37.4553	
Articulated Tanker	6	\$ 36.1114	\$ 37.5559	\$ 38.6825	\$ 39.8430	
Industrial Services Level 1 –	6		\$ 38.6925	\$ 39.8533	\$ 41.0489	
Industrial Services Level 2-	6		\$ 40.7025	\$ 41.9236	\$ 43.1813	

Clause #	Allowances	\$ Value or %
Clause 2.2.3	Casual Loading	25%
Clause 3.1	Trailer Attached to Rigid per week	\$41.83 per week
Clause 3.11	Meal Allowance	\$19.17
Clause 3.11	First Aid Allowance	\$4.97 per day
Clause 3.10	Leading Hand Allowance	\$20.00 per day
Caluse 3.11	Standby Allowance	\$200 per day
Clause 3.11	Overnight travel allowance	\$90 per night
Clause 3.4.1	Afternoon Shift Loading	20%
Clause 3.4.1	Night Shift Loading	30%
Clause 4.1.5	Annual Leave Loading	25%