

SOUTHERN REGION WASTE RESOURCE AUTHORITY EMPLOYEE COLLECTIVE AGREEMENT 2010

File No. 3360 of 2016
Cross Reference File No. 6097/2010

RESCISSION ORDER MADE PURSUANT TO SECTION s 84

In consequence of the decision made in transcript on 15 August 2016 the Commission hereby orders as follows:-

THAT this Enterprise Agreement be rescinded effective at midnight on 15 August 2016.

THE COMMISSION, PURSUANT TO SECTION s 84
OF THE FAIR WORK ACT 1994 HEREBY RESCINDS THIS
ENTERPRISE AGREEMENT.



DATED 15/8/2016.

A handwritten signature in black ink, appearing to be "P. J. McMichael", written over a horizontal line.

COMMISSION MEMBER



SOUTHERN REGION WASTE RESOURCE AUTHORITY EMPLOYEE COLLECTIVE AGREEMENT 2010

File No. 6097 of 2010

**This Agreement shall come into force on
and from 9 February 2011 and have a
life extending until 30 October 2013.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR
WORK ACT 1994.



DATED 09 FEBRUARY 2011

A handwritten signature in black ink, appearing to read "P. J. McNeil".

COMMISSION MEMBER





**SOUTHERN REGION WASTE
RESOURCE AUTHORITY**

**EMPLOYEE COLLECTIVE
AGREEMENT**

2010

SRWRA EMPLOYEE COLLECTIVE AGREEMENT 2010

1. **TITLE**

This Agreement shall be referred to as the Southern Region Waste Resource Authority Employee Collective Agreement 2010 .

2. **ARRANGEMENT**

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3. **PARTIES BOUND**

The parties bound by this Agreement are:

- 3.1 The Employer, Southern Region Waste Resource Authority; and
- 3.2 Employees of the Southern Region Waste Resource Authority working at the Landfill Operation located at Bakewell Drive, McLaren Vale, South Australia, engaged in work which falls within the classification structure at Schedule 2 of this Agreement.

4. **PERIOD OF OPERATION**

This Agreement shall come into operation on the date it is certified by the South Australian Industrial Relations Commission and shall remain in force for a period of three (3) years. The renegotiation of this Agreement will commence six months prior to the expiry of the Agreement.

5. **RELATIONSHIP TO AWARD**

- 5.1 This Agreement shall be read in conjunction with the Local Government Employees Award.
- 5.2 Should there be any inconsistency between this Agreement and the Award, this Agreement shall prevail over the Award to the extent of that inconsistency.

6. **DEFINITIONS**

- 6.1 **Act** means the *Fair Work Act 1994 (SA)*;
- 6.2 **Agreement** means the Southern Region Waste Resource Authority Employee Collective Agreement 2010;
- 6.3 **Child** includes an adopted, adult, ex-nuptial or step child;
- 6.4 **Commission** means the South Australian Industrial Relations Commission;
- 6.5 **De facto spouse** means a person of the opposite sex to the Employee who lives with the Employee, as the Employee's husband or wife, on a genuine domestic basis, though not legally married;
- 6.6 **Employee** means the persons identified at Clause 3.2 of this Agreement;
- 6.7 **Employer** means Southern Region Waste Resource Authority or SRWRA;
- 6.8 **Immediate family or household member** means an employee's spouse, child, parent, grandchild, grandparent or sibling, or the child, parent, grandchild, grandparent or sibling of the employee's spouse;
- 6.9 **Ordinary hours** means an average of 38 hours per week (ref: Clause 22.2);
- 6.10 **Spouse** includes a former spouse, de facto spouse or former de facto spouse;

7. CONTINUOUS SERVICE

7.1 Maintenance of Continuance Service

Except as otherwise indicated, service is deemed to be continuance despite:

- 7.1.1 Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- 7.1.2 Absence of the employee from work or any cause by leave of SRWRA;
- 7.1.3 Absence of the employee from work on account of illness, disease or injury;
- 7.1.4 Absence of the employee with reasonable cause (where proof of such reasonable cause lies with the employee);
- 7.1.5 Interruption or termination of the employee's service by an act or omission of SRWRA with the intention of avoiding any obligation imposed by this Agreement, the Act or the *Long Service Leave Act 1987* (SA); and
- 7.1.6 Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of SRWRA in consequence of the settlement of the dispute.

7.2 Calculation of Period of Service

- 7.2.1 Where an employee's continuity of service is preserved under this Clause, the period from absence from work is not to be taken into account in calculating the period of the employee's service with SRWRA except:
 - 7.2.1.1 To the extent that the employee receives or is entitled to receive pay for the period, or
 - 7.2.1.2 Where the absence results from a decision of SRWRA to stand the employee off without pay.

8. ANTI-DISCRIMINATION

- 8.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination on the basis of colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither provisions of the Agreement nor their operation are directly or indirectly discriminatory in the effects.

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- 8.3 Nothing in this Clause is to be taken to affect:
- 8.3.1 Any different treatment (or treatment having different affects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
 - 8.3.2 Until considered and determined further by the Commission, the payment of different wages for employees who have not reached a particular age;
 - 8.3.3 An employee of SRWRA or their representative pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 8.4 Nothing in this Clause is to be taken to prevent a matter referred to in Clause 8.1 above from being a reason for terminating employment if the reason is based on the inherent requirements of a particular position.

9. COMMITMENT TO CHANGE

The parties agree to a commitment to change by establishing work practices aimed at increasing productivity and efficiency in the workplace.

The commitment shall incorporate, but not be limited to, the following matters.

- 9.1 It is anticipated that SRWRA may introduce new technology and/or introduce new equipment to improve the efficiency of waste sorting, treatment and disposal operations and to aid and assist in the maintenance of existing equipment. Employees will be required to become proficient in the use of and utilisation of such technology.
- 9.1.1 Where an employee is required to undertake training involving new equipment and/or technology, the time spent training shall be deemed as work at the employee's existing wage rate/level until such time as the employee has established a sufficient level of competence to be allowed to work unsupervised with the new equipment/technology. The employee and his/her manager will agree, in writing, as to when a sufficient level of competence has been demonstrated by the employee.
- 9.2 Give an undertaking to jointly examine equipment and operational methods and procedures in place at the time of any re-tender or new tender to maximise opportunities for success and business growth.
- 9.3 Jointly examine equipment utilisation, operational methods and procedures for existing operations to increase service quality, efficiency, productivity and competitiveness to promote business expansion.
- 9.4 Employees to undertake training in operational methods and procedures to enable them to identify and advise on potential for improvement in productivity and efficiency in the workplace. Training is to be undertaken at ordinary time rates wherever practical.

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- 9.5 Flexibility in working hours. This includes agreement that an employee recalled to work overtime as a “callout” will perform all tasks which reasonably arise during the period of the “callout” and that any claims to limit the number of jobs per “callout” shall cease.
- 9.6 The training of employees in hazard identification and reporting. Particular emphasis to be placed on identification and reporting of near misses and corrective actions.

10. INTRODUCTION OF CHANGE

- 10.1 Where SRWRA has made a firm decision to implement changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, SRWRA must, as soon as practicable, notify the employee(s) who may be affected by the proposed changes, and, if they require, their representative(s).
- 10.2 “Significant Effects” include:
- 10.2.1 Termination of employment;
 - 10.2.2 Major changes in the composition, operation or size of SRWRA’s workforce or in the skills required;
 - 10.2.3 The elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - 10.2.4 The alteration of hours of work; and
 - 10.2.5 The need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 10.3 Where this Agreement makes provision for alteration of any of these matters, an alteration will be deemed not to have a significant effect.
- 10.4 SRWRA must discuss with the employee(s) affected, and their representatives, if they desire, among other things:
- 10.4.1 The introduction of the changes referred to in Clause 10.1;
 - 10.4.2 The effects the changes are likely to have on employees; and
 - 10.4.3 Measures to avert or mitigate the adverse effects of such changes on employees.
- 10.5 SRWRA must give prompt consideration to matters raised by the employee(s) and/or their representative(s) in relation to the proposed changes.
- 10.6 The discussions must commence as early as practical after a firm decision has been made by SRWRA to make the changes referred to in Clause 10.1.

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- 10.7 For the purposes of such discussion, SRWRA must provide in writing to the employee(s) concerned and/or their representative(s):
- 10.7.1 All relevant information about the changes including the nature of the changes proposed; and
 - 10.7.2 The expected affects of the changes on employee(s) and any other matters likely affect them.
- 10.8 SRWRA is not required to disclose confidential information, disclosure of which, when looked at objectively, would be against SRWRA's interest.
- 10.9 Where SRWRA seeks to change roster arrangements, it will do so by mutual agreement with the employees in accordance with the terms of this Agreement. However, should mutual agreement not be achieved, SRWRA may alter roster arrangements on the provision of eight (8) weeks notice.

11. CONSULTATIVE PROCESS

- 11.1 A Consultative Committee will not be established as all the employees attend the monthly Toolbox meetings where the following matters will be discussed:
- 11.1.1 Review business productivity/performance;
 - 11.1.2 Consider methods of improving business productivity/performance including work practices, training, etc;
 - 11.1.3 Where appropriate, set targets for business productivity/performance; and
 - 11.1.4 Address any areas of concern raised by SRWRA or employees.

12. GRIEVANCE SETTLEMENT PROCEDURE

In the event of a grievance in relation to the terms and conditions contained in the Agreement, the following procedure will apply:

- 12.1 The grievance will be discussed between the employee(s) concerned and the immediate supervisor.
- 12.2 If the grievance is not settled or an agreed course of action is not found within three (3) working days, either the employee(s) or the immediate supervisor, or their representative(s), can refer the grievance to the Landfill Manager. It is anticipated that the Landfill Manager will attempt to resolve the grievance as quickly as possible and as close to the source of the grievance as possible.
- 12.3 If the Landfill Manager cannot resolve the grievance or an agreed course of action is not found within five (5) working days, either the employee(s) or the Landfill Manager, or their representative(s), may refer the grievance to SRWRA's nominee for discussion.

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- 12.4 If the grievance remains unresolved following discussions with SRWRA's nominee, either party may refer the grievance to the Commission. For these purposes, the Commission may conduct conciliation or arbitration to resolve the grievance. The parties will accept any recommendations of the Commission, subject to any appeal procedures.
- 12.5 At any stage in the above procedure, either party may refer the grievance to the Commission on the basis that the nature of the grievance is unlikely to be resolved by the abovementioned steps.
- 12.6 At any stage in the above procedure, either party may be represented. Each party will bear the costs associated with their representative.
- 12.7 Unless the grievance involves a genuine occupational health and safety hazard, work shall continue in accordance with the terms and conditions of this Agreement whilst the procedure contained herein is followed.

13. EMPLOYMENT CATEGORIES

13.1 Probationary Employees

- 13.1.1 SRWRA may engage new employees or promote existing employees on a probationary basis of three (3) month's duration for the purpose of facilitating the assessment of the employee's work performance.
- 13.1.2 The probationary period may be extended for a further period of three (3) months if the employee obtains an unsatisfactory work assessment at the end of the initial three (3) month probationary period.
- 13.1.3 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counselled by SRWRA.
- 13.1.4 However, provided that where an existing employee is promoted to a higher classification under this Agreement, the promotion for the first three (3) months will be on an acting basis to allow for an assessment of the employee's suitability for the position.
- 13.1.5 During the probationary period, either SRWRA or the employee may terminate the employee's employment with the provision of one week's notice.

13.2 Full-time Employees

- 13.2.1 Full-time employees are those who are engaged to work an average of 38 ordinary hours per week. Hours worked in excess of 38 hours per week will attract overtime pay rates.
- 13.2.2 Full-time employees are deemed to be employed on a weekly contract of hiring.

13.3 Part-time Employees

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- 13.3.1 Part-time employees are those who are engaged to work less than an average of 38 hours per week.
- 13.3.2 Part-time employees are deemed to be employed on a weekly contract of hiring.
- 13.3.3 Part-time employees:
 - 13.3.3.1 Shall not be engaged for less than 16 hours per week;
 - 13.3.3.2 Shall receive leave entitlements afforded to full-time employees but on a pro-rata basis;
 - 13.3.3.3 Shall be entitled to payment for public holidays that fall on their regularly rostered work days;
 - 13.3.3.4 May work additional hours at the ordinary rate of pay up to 38 hours in any week without penalty, provided that, if a part-time employee works in excess of 7.6 hours on any day, that employee will be entitled to overtime as detailed at Clause 26 of this Agreement.

13.4 Casual Employees

- 13.4.1 A casual employee is one who is engaged pursuant to an hourly contract of hire and is paid a casual loading of 25% in addition to the applicable rate of pay, as prescribed in Schedule 1 (Wage Rates), in lieu of leave and other entitlements.
- 13.4.2 Casual employees will be paid a minimum of four (4) hours per engagement.
- 13.4.3 Where a casual employee is required by SRWRA to work overtime (more than 7.6 hours in one day), the casual employee will receive a 10% loading on the ordinary time wage rates. This loading is in lieu of the standard 25% casual loading referred to in Clause 13.4.1 above.

14. DUTIES

SRWRA may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure and terms of this Agreement.

15. MEDICAL EXAMINATION

- 15.1 SRWRA shall require new employees to undertake a medical examination prior to the commencement of their employment.
- 15.2 SRWRA may require existing employees to undertake a medical examination during the course of their employment, from time to time.

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- 15.3 The medical examinations referred to in Clauses 15.1 and 15.2 shall include drug and alcohol testing.
- 15.4 SRWRA will meet the cost of the medical examinations referred to in this Clause.

16. TERMINATION OF EMPLOYMENT

16.1 Notice of Termination by SRWRA

- 16.1.1 SRWRA may terminate the employment of a full-time or part-time employee by providing notice in accordance with the table below:

Period of Continuous Service	Period of Notice
Less than one year	At least one week
More than one year but less than three years	At least two weeks
More than three years but less than five years	At least three weeks
More than five years	At least four weeks

- 16.1.2 In addition to the notice detailed in Clause 16.1.1, employees over 45 years of age at the time of the giving of notice, with not less than two (2) years continuous service with SRWRA, are entitled to an additional notice of one week.
- 16.1.3 Payment at the ordinary rate of pay, in lieu of the notice prescribed in Clauses 16.1.1 and 16.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- 16.1.4 Where payment is made in lieu of notice, SRWRA will pay the employee the amount the employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not be terminated.
- 16.1.5 If SRWRA makes any payment in lieu of notice, the period for which such payment is made will be treated as service with SRWRA for the purposes of calculating any service-related entitlement for the employee.
- 16.1.6 The period of notice contained in this Clause does not apply to:
- 16.1.6.1 An employee who is dismissed for conduct which, at common law, justifies instant dismissal;
 - 16.1.6.2 Casual employees;
 - 16.1.6.3 Employees engaged for a specific period of time;
 - 16.1.6.4 Employees engaged to perform a specific task or tasks; and

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16.1.6.5 Probationary employees

16.2 Notice of Termination by Employee

16.2.1 An employee, other than a casual employee, may terminate his/her employment by providing notice in accordance with the table below:

Period of Continuous Service	Period of Notice
Less than one year	At least one week
More than one year	At least two weeks

17. REDUNDANCY

17.1 **Redundancy** means the loss of employment where SRWRA no longer requires the job an employee has been performing to have performed by anyone.

17.2 This Clause does not apply to the following:

17.2.1 An employee with less than one year's continuous service;

17.2.2 An employee whose employment is terminated as a consequence of conduct that, at common law, justifies instant dismissal;

17.2.3 A casual employee; or

17.2.4 An employee who was engaged for a specific period of time or to perform specified task(s).

17.3 An employee whose employment is terminated by reasons of redundancy shall be entitled to the following severance pay in respect of the period of continuous service:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
More than 1 year but less than 2 years	4 week's pay
More than 2 years but less than 3 years	6 week's pay
More than 3 years but less than 4 years	7 week's pay
More than 4 years but less than 5 years	8 week's pay
More than 5 years but less than 6 years	10 week's pay
More than 6 years but less than 7 years	11 week's pay
More than 7 years but less than 8 years	13 week's pay

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More than 8 years but less than 9 years	14 week's pay
More than 9 years but less than 10 years	16 week's pay
Ten years and more	12 week's pay

17.4 **Week's pay** means the rate of pay based on the average weekly earnings over the previous 12 months for the employee concerned, which excludes penalty rates, disability allowance, shift allowances, special rates, fares and travelling allowances, bonuses and other ancillary payments.

18. TRANSMISSION OF BUSINESS

18.1 Where a transmission of business occurs, with SRWRA being either the transmittee or the transmitter, the provisions of Section 81 of the Act shall apply.

18.2 Where a transmission of business occurs, the period of continuous service that the employee has will be deemed as service with the transmittee, and is taken into account in the calculation of notice of termination. However, an employee is not entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid.

19. WAGE RATES

19.1 Wage rates are detailed in Schedule 1 (Wage Rates) of this Agreement.

19.2 Junior employees, that is those employees under 21 years of age shall be paid the following percentage of the applicable adult wage rate:

Age	Percentage
At 18 years of age	75%
At 19 years of age	85%
At 20 years of age	90%
At 21 years of age	100%

19.3 An additional wage increase during the term of this Agreement will be based upon the commitment of the parties to work together in order to develop and continuously improve all aspects of service delivery, in addition to committing to the continuing absorption of growth. Accordingly, the following wage increase will be dependent upon the following criteria being met:

19.3.1 Injury, Accident and Damage Minimisation

An additional 0.25% shall be payable provided that there are no Lost Time Injuries and Medical Time Injuries in the previous twelve months.

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It is the responsibility of the employee to report all accidents/incidents.

20. PAYMENT OF WAGES

SRWRA will pay all weekly wages by Electronic Funds Transfer (or another agreed means) no more than two working days after the end of the pay period into an account or accounts nominated by the employee.

21. SUPERANNUATION

21.1 SRWRA will pay superannuation contributions in accordance with its obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth) and any other applicable law.

21.2 Upon nomination of a superannuation fund into which contributions are to be directed, the employee may not seek to change that nomination for the life of this Agreement.

22. HOURS OF WORK

22.1 This Clause does not apply to Weighbridge Attendant/Gatekeeper.

22.2 The ordinary hours of work for full-time employees shall be an average of 38 hours per week. The ordinary hours of work are to be performed between Monday and Friday, inclusive.

22.3 Any work carried out on a Saturday, Sunday or public holiday shall be paid at the appropriate overtime rate of pay.

22.4 By mutual agreement between SRWRA and an employee, the employee may perform his/her ordinary hours of work.

22.4.1 Such an employee may be rostered to work on any day of the week.

22.4.2 The ordinary hours of work will be allocated in a seven (7) day roster. Such rosters may be altered by the provision of at least 24 hours notice to the affected employees. However, where the work requirements are pressing, or by mutual agreement between the parties, rosters may be altered by the provision of less than 24 hours notice.

22.4.3 Where an employee is not rostered to work on a Sunday but is subsequently called in to work, that employee will be engaged for a minimum of two (2) hours.

22.4.4 Where an employee is not rostered to work on a public holiday but is subsequently called in to work, that employee must attend work (subject to the provisions of the Act) and will be paid at the appropriate overtime rate of pay.

22.5 The following applies to all employees:

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- 22.5.1 Employees shall work a minimum of four (4) hours per day, where rostered;
- 22.5.2 SRWRA may utilise flexible start times without penalty to facilitate operational requirements;
- 22.5.3 In lieu of not taking a morning and afternoon tea break, all employees except the Weighbridge Attendant/Gatekeeper will take a one (1) hour meal break of which a half hour is unpaid. This break shall be taken at a time to reduce fatigue and in such a way as not to interfere with the continuity of operations.

23. HOURS OF WORK – WEIGHBRIDGE ATTENDANT/GATEKEEPER

- 23.1 The hours of work for Weighbridge Attendant/Gatekeeper shall be an average of 36.75 hours per week, to be worked on a “four days on, four days off” basis.
- 23.2 Weighbridge Attendant/Gatekeepers are part-time employees and all entitlements to leave will be provided on a pro-rata basis.
- 23.3 Weighbridge Attendant/Gatekeeper will be required to work on Saturdays, Sundays and public holidays, as part of the roster arrangement outlined in Clause 23.1. Where worked is carried out on a Saturday, Sunday or public holiday, the Weighbridge Attendant/Gatekeeper is entitled to the appropriate overtime rate of pay.
- 23.4 The Weighbridge Attendant/Gatekeeper will take a morning and afternoon tea break and a thirty (30) minute meal break on the job for which they will be paid. This break shall be taken to reduce fatigue and in such a way as not to interfere with the continuity of operations.

24. MEAL BREAKS

- 24.1 All employees except the Weighbridge Attendant/Gatekeeper are to take an unpaid meal break of 30 minutes after having worked five (5) continuous hours from their designated start time. Where such a break cannot be taken for operational reasons, an employee must take a meal break where they have worked six (6) continuous hours from their designated start time, or at a time mutually agreed with SRWRA.
- 24.2 Meal breaks may be negotiated on an individual basis should the need arise and subject to operational requirements.

25. ROSTERED DAYS OFF

- 25.1 Employees shall work longer daily hours so as to accrue time toward a Rostered Day Off (**RDO**)

For example, an employee shall work an extra 0.4 hours per day (8 hours per day) over 19 days so as to take the 20th day off as an RDO, which would total 7.6 hours. Therefore, the employee would be entitled to one RDO per month.

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- 25.2 At any time, an employee may have a maximum of five (5) RDOs accrued. Any time accrued beyond this will be paid out by SRWRA at the employee's ordinary rate of pay.
- 25.3 By written application by an employee to SRWRA, any time accrued toward an RDO (amounting to less than five (5) days) may be paid out to the employee in accordance with the relevant hourly rate.

26. OVERTIME

- 26.1 Overtime shall be paid for all hours worked in excess of 7.6 hours per day.
- 26.2 Overtime shall be paid at a rate of 150% (time and a half) of the relevant hourly rate for the first two hours, and 200% (double time) of the relevant hourly rate thereafter.
- 26.3 Employees recalled to work outside of the ordinary hours shall be paid a minimum of two (2) hours.

27. CRIB BREAKS AND MEAL ALLOWANCE WHEN WORKING OVERTIME

- 27.1 Where an employee is required to work overtime (Saturdays, Sundays or any hours in excess of 7.6 hours per day) in excess of two hours, the employee will be allowed a crib break of 20 minutes before commencing overtime work and thereafter, upon completing each four (4) hour period until the overtime work is finished. Such crib breaks will be paid for at the ordinary rate of pay.
- 27.2 Where an employee is required to work overtime (Saturdays, Sundays or any hours in excess of 7.6 hours per day) in excess of two hours, the employee will be provided a meal by SRWRA or receive an allowance of \$12.40 to meet the cost of a meal and thereafter upon completing each four (4) hour period until the overtime is completed.
- 27.3 No other Award allowances will be paid as the wage rates are sufficiently loaded in respect of the Award allowances.

28. ANNUAL LEAVE

- 28.1 A full-time employee is entitled to 20 days of paid annual leave each year, to be accrued on a weekly basis at a rate of 2.92 hours for each completed week of service with SRWRA. Part-time employees accrue annual leave on a pro-rata basis.
- 28.2 Annual leave is cumulative and any unused amount of leave is payable to the employee upon termination of employment.
- 28.3 The parties agree that accrued annual leave must be taken in the 12-month period immediately following its accrual. Any accrual beyond 20 days must be by mutual, written agreement with SRWRA.

- 28.4 Annual leave is to be taken at a time agreed between the parties. If the parties cannot agree as to an appropriate time for an employee to take leave after three (3) months, the employee can make arrangements to take the accrued leave within four (4) months.

29. PERSONAL LEAVE

- 29.1 A full-time employee is entitled to paid personal leave of 76 hours per year for absences due to:
- 29.1.1 Personal injury or illness (**sick leave**); and/or
 - 29.1.2 Having to provide care and support to an immediate family or household member who is ill or injured and requires the care and support of the employee (**carer's leave**).
- 29.2 Part-time employees are entitled to personal leave on a pro-rata basis.
- 29.3 Personal leave absences are to be debited at 7.6 hours per day. However, employees may take part days, where the minimum absence is one (1) hour.
- 29.4 Employees will accrue an amount of personal leave for each completed four (4) week period of continuous service, based on the employee's ordinary hours of work. For full-time employees, this amounts to an accrual rate of 6.33 hours per four (4) week period.
- 29.5 Personal leave is cumulative, but any unused leave is not payable upon termination of employment.
- 29.6 Part day entitlements to personal leave shall be available to employees.
- 29.7 Where an employee takes sick leave, the employee, at the request of the employer, must provide a medical certificate or other reasonable evidence of sickness.
- 29.8 Employees may elect, in exchange for the forfeiture of the entitlement to personal leave, to have all accruals or a nominated part of accruals in excess of the protected amount of paid personal leave, paid as a lump sum, subject to the following:
- 29.8.1 The employee provides SRWRA with the written election to forgo an amount of personal leave on or around 1 December each year;
 - 29.8.2 SRWRA authorises the employee to forgo the amount of personal leave;
 - 29.8.3 Protected amount of paid personal leave is equal to $\frac{3}{52}$ of the number of nominal hours worked by the employee for SRWRA for a continuous period of 12 months preceding the written election to forgo leave (for a full-time employee, this is the equivalent of 114 hours).

30. UNPAID CARER'S LEAVE

- 30.1 All employees are entitled to up to two (2) days unpaid carer's leave for each occasion when a member of an employee's immediate family or household requires care and support because of:
- 30.1.1 A personal illness or injury; or
 - 30.1.2 An unexpected emergency affecting that member.
- 30.2 An employee is only entitled to unpaid carer's leave where he or she:
- 30.2.1 Gives SRWRA notice of the absence for unpaid carer's leave as soon as is practicable; and
 - 30.2.2 Provides SRWRA with satisfactory documentary evidence (such as a medical certificate from a registered medical practitioner or statutory declaration sworn by the employee).
- 30.3 Employees may only access unpaid carer's leave where he/she has exhausted his/her entitlement to paid personal leave.

31. COMPASSIONATE LEAVE

- 31.1 Employees are entitled to two (2) days of paid compassionate leave on each possible occasion:
- 31.1.1 To spend time with an immediate family or household member who has an illness or injury which poses a serious threat to that member's life; and/or
 - 31.1.2 As bereavement upon the death of an immediate family or household member.
- 31.2 Upon application by an employee, additional unpaid leave may be granted by SRWRA. This is at SRWRA's discretion.
- 31.3 The entitlement to paid compassionate leave is subject to the following requirements:
- 31.3.1 That, where possible, the employee provide as much notice as possible of his/her intention to take compassionate leave; and
 - 31.3.2 That the employee provides documentary evidence, to SRWRA's satisfaction, of the illness, injury or death to which the absence relates.

32. PARENTAL LEAVE

Employees will be entitled to maternity, paternity and/or adoption leave in accordance with the terms of the Act, as amended from time to time.

33. LONG SERVICE LEAVE

Long service leave is to be accrued and taken in accordance with the *Long Service Leave Act 1987* (SA).

34. JURY SERVICE

34.1 In the event that an employee is required to attend for jury service, the employee shall be paid the difference between the employee's normal wage rate and such fees as the employee is paid for the jury service.

34.2 Written proof of attendance and the amount of fees received for jury service must be submitted by the employee to SRWRA.

35. PUBLIC HOLIDAYS

35.1 If rostered to work on a public holiday, as gazetted by the South Australian Government Gazette pursuant to the *Holidays Act 1910* (SA), full-time and part-time employees shall be entitled to a day off without loss of ordinary time earnings.

35.2 Any employee who works on any statutory or gazetted holiday is paid for the time so worked at the rate of double time and a half. The rate of double time and a half includes the ordinary time rate which would normally apply for the days work.

35.3 Any employee who works on Christmas Day (December 25) or Good Friday will be paid for the time so worked at a rate of triple time (300%). The rate of triple time includes the ordinary rate that would normally apply for the day worked.

35.4 An employee who has been rostered to work on a public holiday and who fails to report for duty on that day, without prior notifying SRWRA, shall not be paid for that public holiday, unless the absence is for a reasonable cause.

36. UNIFORMS

36.1 SRWRA will supply full-time and part-time employees with a uniform upon commencement of employment and employees are required to wear the uniform. Employees are required to wear the uniform in a tidy and clean manner.

36.2 SRWRA will provide its full-time and part-time employees with the following uniform items:

36.2.1 Five (5) long sleeve shirts;

36.2.2 Five (5) trousers;

36.2.3 One (1) jumper; and

36.2.4 One (1) jacket.

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- 36.3 Casual employees are required to provide and wear clothing of a similar colour to SRWRA's uniforms until they qualify for the provision of a uniform. SRWRA will provide all casual employees with the required Personal Protective Equipment.
- 36.4 Replacement will be on a fair wear and tear basis. Uniforms will be replaced by SRWRA upon the production of the old item to the employee's supervisor in substitution for the new item.
- 36.5 Employees are responsible for the laundering and reasonable repair of their uniforms.
- 36.6 Upon termination of employment, employees must return all uniforms in their possession to SRWRA.

37. OCCUPATIONAL HEALTH AND SAFETY

- 37.1 The parties will, at all times, meet their respective obligations and duties of care required of them under the *Occupational Health, Safety and Welfare Act 1986* (SA) and its Regulations.
- 37.2 A first aid kit will be available at appropriate work stations to facilitate the responsive attention to injury or accident.

38. NO EXTRA CLAIMS

- 38.1 The parties agree that, until the nominal expiry date, the employees will not pursue any extra claims relating to wages or conditions of employment, whether dealt with in the Agreement or not.
- 38.2 The Agreement covers all matters that could otherwise be the subject of protected action.

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39. **SIGNATORIES**

The Southern Region Waste Resource Authority Employee Collective Agreement 2007 is signed for and on behalf of the **Southern Region Waste Resource Authority**:

Signature of person: _____

Name of person: _____

Office held: _____

DATED _____ day of _____ 2010.

In the presence of:

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

The Southern Region Waste Resource Authority Employee Collective Agreement 2007 is signed by the **Employees**:

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

In the presence of:

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

SRWRA EMPLOYEE COLLECTIVE AGREEMENT 2010

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

In the presence of:

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

In the presence of:

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

In the presence of:

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

SRWRA EMPLOYEE COLLECTIVE AGREEMENT 2010

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

In the presence of:

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

In the presence of:

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2007.

SRWRA EMPLOYEE COLLECTIVE AGREEMENT 2010

In the presence of:

Signature of person: _____

Name of person: _____

DATED _____ day of _____ 2010.

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SCHEDULE ONE – WAGE RATES

Classification	Base Rate	November 2010 4%	November 2011 4%	November 2012 4%
Grade 1	\$	\$	\$	\$
weekly	778.77	809.92	842.32	876.01
hourly	20.4939	21.3137	22.1663	23.0529
Grade 2				
weekly	807.76	840.07	873.67	908.62
hourly	21.2568	22.1071	22.9914	23.9111
Grade 3				
weekly	822.40	855.30	889.51	925.09
hourly	21.6421	22.5078	23.4081	24.3444
Grade 4				
weekly	844.19	877.96	913.08	949.60
hourly	22.2155	23.1041	24.0283	24.9894
Grade 5				
weekly	858.61	892.95	928.67	965.82
hourly	22.5950	23.4988	24.4388	25.4163
Grade 6				
weekly	887.82	923.33	960.27	998.68
hourly	23.3637	24.2982	25.2702	26.2810
Grade 7				
weekly	981.88	1,021.16	1,062.00	1,104.48
hourly	25.8389	26.8725	27.9474	29.0653

SCHEDULE TWO – CLASSIFICATION STRUCTURE

The following table details the types of tasks and skills that an employee of each respective grade is expected to demonstrate. It is expected that, where the SRWRA requests, an employee will undertake tasks and demonstrate the skills of all grades up to an including the grade to which the employee has been classified.

Grade	Tasks/Skills required of an employee so classified
1	<ul style="list-style-type: none"> ▪ General attendant duties ▪ Labouring duties ▪ Litter control ▪ Cleaning duties ▪ Traffic control ▪ Landscape maintenance ▪ Attend to duties at the picking station and waste sorting
2	<ul style="list-style-type: none"> ▪ Waste treatment and/or handling and/or disposal facility machine operator ▪ Weighbridge attendant/Gate keeper ▪ Office clerk ▪ Computer console operation ▪ Static equipment/machinery operation
3	<ul style="list-style-type: none"> ▪ Trainee Mobile Plant Operator ▪ Driving a truck up to 14 tonne GCM, including Lift On, Skip or Morrell
4	<ul style="list-style-type: none"> ▪ Operation of earth moving plant up to and including 150 bhp (including attachments) ▪ Driving a water tanker of up to 12,000 litre capacity ▪ Operation of agricultural tractor or equipment ▪ Operation of Skid Steer Loader
5	<ul style="list-style-type: none"> ▪ Operation of earth moving plant over 150 bhp (including attachments) ▪ Driving rigid trucks which exceed 14 tonne GCM including Lift On, Skip or Morrell ▪ Driving a water tanker which exceeds 12,000 litre capacity (including articulated) ▪ Operation of landfill compactor ▪ Driving mining and construction trucks (i.e. dump trucks)
6	<ul style="list-style-type: none"> ▪ Senior plant operator, with responsibility for part of a major site ▪ Mechanic or qualified Fitter ▪ Electrician, Electrical Fitter and other electrical service personal ▪ Auto electrician ▪ Driving an articulated road vehicle (i.e. semi trailer)
7	<ul style="list-style-type: none"> ▪ Leading hand

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