

# Orders



SOUTH  
AUSTRALIAN  
**EMPLOYMENT**  
**TRIBUNAL**

## Case Details

<b>Agreement title</b>	East Waste Collective Workplace Agreement 2021
<b>Employer</b>	Eastern Waste Management Authority
<b>Case number</b>	ET-22-00946

## Orders - Approval of Enterprise Agreement East Waste Collective Workplace Agreement 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 21 March 2022 and have a nominal life extending until 30 June 2024.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue circular watermark.

**Commissioner Cairney**

**21 Mar 2022**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



**East Waste Collective Workplace  
Agreement 2021**

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## TITLE

This Agreement shall be referred to as the East Waste Collective Workplace Agreement 2021.

## 1. PARTIES BOUND

This Agreement shall be binding upon:

- Eastern Waste Management Authority (East Waste) and its staff members referred to at Attachment A - Classification Structure.
- This Agreement does not cover Administrative and Mechanical employees employed by East Waste.

## 2. PERIOD OF OPERATION

- 2.1 This Agreement shall operate from the date of approval by the South Australian Employment Tribunal (SAET) and remain in force until 30 June 2024.
- 2.2 Negotiations for a new Agreement shall commence six (6) months prior to the nominal expiry date of this Agreement.

## 3. SUPERSESION OF AGREEMENTS

This Agreement supersedes the East Waste Collective Workplace Agreement 2018 (File No. 5634 of 2018).

## 4. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the Local Government Employees Award and the extent of any inconsistency occurring, this Agreement will prevail to the extent of any inconsistency.

## 5. AIMS OF THIS AGREEMENT

- 5.1 East Waste is established by the Constituent Councils for the purpose of the collection and disposal of Waste, primarily within the areas of the Constituent Councils and has the following functions in this regard:
- to predominantly operate or obtain services for the collection of Waste on behalf of Constituent Councils and / or other approved Councils.
  - to provide waste management services whether in or (so far as the Act allows) outside the area of any of the Constituent Councils, including waste collection, recycling of organic and inorganic materials, disposal of waste.
  - to undertake management and collection of Waste (in accordance with regulatory approvals) and kerbside materials recovery, on behalf of Constituent Councils (and / or other approved councils) in an environmentally responsible, effective, efficient, economic and competitive manner.
- 5.2 To ensure East Waste meets its mandated requirements as described in the Charter, the aims of this Agreement are to:
- provide exceptional customer service in the delivery of business requirements, with a focus on efficiency, professionalism and ongoing commitment to quality.
  - continue the tradition of participation, teamwork, trust and shared commitment to goals and policies of East Waste.
  - maintain an on-going commitment to Work, Health & Safety; and
  - foster and continue to develop an organisational culture which values cooperation, tolerance, acceptance, trust and flexibility.

## 6. SINGLE BARGAINING UNIT

- 6.1 East Waste and staff are committed to an ongoing consultative mechanism that provides for a structured communication platform to enable existing operational practices and conditions of employment to be discussed and reviewed. The consultative mechanism for achieving this will be the Single Bargaining Unit (SBU). To form the SBU, staff representatives shall be elected by the staff as the Enterprise Agreement Negotiation Committee members at the commencement of each new Enterprise Agreement Negotiation process and appointed to the SBU for the term of the Agreement.
- 6.2 Staff Representatives may resign from their role on the SBU by notifying the SBU with a four (4) weeks' Notice period which is minuted during the meeting. Should a resignation be received during the term of the Agreement an Expression of Interest process will be completed by the SBU to fill the vacant Staff Representative position.
- The SBU shall consist of:
  - Two management representatives.
  - Up to four (4) staff representatives, who are the elected standing members and are covered by the Agreement, as elected by the staff for the term of the Agreement.
  - Human resource expertise as provided by Management; and
  - Employee Representatives may attend any meeting at the invitation of any member of the SBU, following advice to the Management Representatives.
- 6.3 All Members of the SBU will be supported and resourced in performing their role on the SBU.
- 6.4 The Staff Representatives will notify the relevant employee representative of each meeting and extend the invitation to the relevant representative to attend the meeting.
- 6.5 A quorum for an SBU meeting shall consist of:
- One (1) management representative; and
  - A minimum of two (2) staff representatives (as described in 6.1), who are covered by the Agreement.

In the event that a quorum is not met, a decision will be made as to whether the meeting is held informally or cancelled.

Administrative support will be provided for each SBU meeting, as determined by the Management Representatives.

Additional attendees to a meeting (in addition to those listed) may be invited, subject to prior approval of a Management representative.

- 6.6 The role of the SBU shall be to:
- Negotiate enterprise agreements in accordance with the Act; and

- Provide a consultative mechanism between East Waste and affected employees regarding major changes to the business that directly impact their working conditions.

## 7. DISPUTE RESOLUTION

7.1 The purpose of this Dispute Settlement Procedure is to allow all parties to this Agreement, a system to discuss and resolve all matters of grievance and disputes arising from the Agreement.

7.2 The parties agree to use all stages in the Dispute Settlement Procedure to ensure that all issues receive prompt attention and are resolved, if possible, at the workplace level.

7.3 Dispute Resolution Procedure

### Stage One

The staff member will contact the relevant direct supervisor in an attempt to discuss and settle the issue. Where appropriate, the supervisor will contact the staff member(s).

### Stage Two

If the issue is not settled at Stage One, the staff member(s) will meet with their relevant Manager, in an effort to discuss and resolve the grievance.

### Stage Three

If the matter is not settled at Stage Two, the staff member(s) will meet with the relevant Manager and East Waste's General Manager, in an effort to discuss and resolve the grievance.

### Stage Four

If the matter is not settled at Stage Three, either the staff member(s) or East Waste may seek resolution through the South Australian Employment Tribunal for conciliation and / or arbitration.

Where practical, the process contained in Stages One, Two or Three should be completed within fourteen (14) days of the issue being raised at Stage One to ensure expedient resolution.

7.5 At any stage in the procedure, either party may involve a representative of their choice. This procedure does not preclude ultimate access by either party to the Tribunal for conciliation or arbitration purposes or access by a staff member to their industrial representative for any reason.

7.6 During the implementation of this procedure, the parties agree that work will continue (without stoppage or the imposition of any bans, limitations or restrictions) and the status quo will remain in force, except in circumstances where the dispute involves a genuine work, health and safety issue.

## 8. ANTI-DISCRIMINATION

All parties are committed to creating a workplace free from bullying, harassment and discrimination and seek to prevent and eliminate Discrimination and Discriminatory related activity in the workplace at all times.

## 9. CHANGE MANAGEMENT

- 9.1 The parties recognise that change is an ongoing feature of the work environment that may impact on the employees from time to time, and that appropriate management of change is desirable for both the staff and East Waste. For the purpose of this Agreement 'significant change' is deemed to include:
- downsizing of the workforce or positions being made redundant.
  - major changes to employment conditions; or
  - major change to the skills, knowledge and abilities required of employees to complete their duties or the need to retrain employees.
- 9.2 Prior to the implementation of significant change, East Waste will consult with or inform the affected staff member(s) and if nominated, their chosen support person, or representative (if relevant to do so), and ensure that all relevant information concerning the change is communicated to them.
- 9.3 There will be honest disclosure of all information appropriate and relevant to the change by both parties.
- 9.4 Where the change is likely to have an adverse impact on staff, the parties will constructively discuss the related issues in an effort to understand the position of each party and mitigate the effects of change.

## 10. WORKPLACE REPRESENTATION

- 10.1 Upon written advice from a Union Branch Secretary that a member has been appointed as the Union Workplace Representative, East Waste shall recognise such a person as being accredited by the Union for the following purposes:
- Discussion with other Union Members or other accredited Union Officers of any matter pertaining to the work they perform or work-related issues (in the capacity of a Workplace Representative of the Union of the staff member having such a discussion); and
  - Receiving instructions from the Union regarding the performance of Union Duties.
- 10.2 For the purpose of carrying out purposes under this clause, the Union Workplace Representative shall be granted a reasonable amount of paid time to conduct the discussions as described above and access to reasonable facilities including a telephone, meeting room, secure document storage and email.

## 11. HOURS OF WORK

This clause is designed to provide competitive flexibility in work practices (including hours of work) to ensure East Waste provides the best possible services to its Member Councils and wider stakeholders.



## 11.1 Spread of Hours

The spread of ordinary hours of work for members of staff shall be between the hours of 4:00am and 4:00pm Monday to Friday.

## 11.2 Aggregate Hours

A staff member shall aggregate a 38 ordinary hours per week over a 20-day working cycle (four weeks). In lieu of working a 40 hour week, employees shall receive 1 Rostered Day Off per four-week cycle taken at a time mutually agreed with the employer to a maximum of 12 RDO's per annum. RDO's do not accumulate during periods of long service leave.

## 11.3 Completion of Duties

11.3.1 A staff member may only depart from their respective depot at their rostered commencement time, unless otherwise directed to do so.

11.3.2 Staff members shall work together and operate as a team.

11.2.3 When a staff member completes a task, they will make enquiries to ascertain if other staff members need help to complete their tasks.

11.2.4 Where assistance is required, the staff member will assist;

- Only when all tasks are completed, and the staff member is cleared to leave, then the staff member may leave the workplace.

## 12. WAGE RATE CALCULATIONS

12.1 The parties agree that there is an historic overtime component included in the formation of the base (hourly) rate.

12.2 The parties agree that the Annual Leave Loading percentage of 17.5% stipulated in the Award has been built into the overall base (hourly) rate. Therefore, no staff member is entitled to a 17.5% leave loading in addition to their base (hourly) rate; and

12.3 The parties agree that the base (hourly) rate is inclusive of all allowances payable in accordance with the Award, except for meal allowances (refer Clause 28.2) and Drivers Licence (refer Clause 26) which are identified separately in this Agreement.

## 13. OVERTIME

13.1 All hours worked on weekdays (Monday to Friday inclusive), in excess of 8.0 hours per day, is overtime and shall be paid at a flat rate of time and a half of the ordinary rate of pay.

13.2 All hours worked on Saturdays and Sundays (that are not public holidays) in excess of the hours prescribed in Clause 11.2, is overtime and shall be paid at a flat rate of time and a half of the ordinary rate of pay.

## 14. RATES FOR PUBLIC HOLIDAYS

14.1 The parties agree that the wage rate set out in Attachment B has a penalty rates component built into that rate.

14.2 However, where an employee performs work on a public holiday at the request of East Waste, the employee shall be entitled to be paid at a rate of double time for all time worked on the public holiday with a minimum payment of three (3) hours.

14.3 In the event that an employee works less than 8.0 hours, he / she will receive double time for all hours worked and base rate for the balance of hours up to 8.0 hours.

## 15. REST BREAKS

15.1 A staff member who is employed on the basis that they must hold and utilise a Medium or Heavy Rigid Drivers Licence in their employment with East Waste, must comply with the Fatigue Management (Rest Break) Requirements set out in the Heavy Vehicle National Law.

15.2 Any staff member in breach of the Fatigue Management requirements will be subject to disciplinary action; and

15.3 For those staff members covered by the Agreement, but not employed on the basis that they hold a Medium or Heavy Rigid Driver's Licence, they must take one thirty (30) minute unpaid rest break after five hours of work.

## 16. ANNUAL LEAVE

16.1 The Award shall apply with respect to the Annual Leave provisions therein, except for the application of the 17.5% leave loading, which has been absorbed into the base (hourly) rate, therefore already applied.

16.2 Annual Leave can only be taken in accordance with the approval of East Waste's Operations Management Team, or the General Manager if the Operations Team is not available; and

16.3 Unless with prior written approval of the General Manager, no staff member may accrue more than six weeks of annual leave at any given time.

## 17. PERSONAL LEAVE

The parties recognise that absenteeism is costly and disruptive in terms of work not undertaken and disruption to the workplace.

17.1 Personal leave may be used in the following circumstances:

17.1.1 where the employee is suffering from a personal illness or injury (sick leave); and/or

17.1.2 as Carer's leave, where the employee is required to provide care or support to members of the employee's immediate family or household who is ill.

17.1.3 to attend to a personal matter affected by natural disaster, when that disaster is declared a disaster under the Emergency Management Act 2004 (SA).

17.2 For a full time employee personal leave will accrue at a rate of 1.46 hours per week of service with East Waste.

17.3 A part-time employee accrues pro rata personal leave hours in accordance with the formula provided at Clause 7.2.2.1.2 of the Award.

17.4 Employees who are unable to attend work for personal leave reasons must inform their supervisor as soon as possible and no later than prior to their normal starting time.

17.5 In respect of each personal leave absence, an employee will be required to provide to East Waste a medical certificate from a registered health practitioner stating that the employee,

or the person to whom the employee is providing care and support, is ill. An employee will not be entitled to be paid in respect of a personal leave absence unless such a certificate is provided.

- 17.6 Personal leave is cumulative. That is, unused personal leave will accumulate from year to year, but is not payable upon termination.

## 18. LEAVE WITHOUT PAY

- 18.1 Employees that have exhausted all their leave entitlements may apply in writing to the General Manager for Leave without Pay, to be taken to cover personal illness, injury, pressing domestic or family reasons, or as Carer's Leave.
- 18.2 Approval of Leave without Pay is at the discretion of the General Manager and consideration will be given to the individual circumstances and the leave history of the employee.
- 18.3 The employee may be required to provide written evidence, as requested by the General Manager, to verify the reason for the leave request.

## 19. PAID PARENTAL/ ADOPTION LEAVE

- 19.1 All full-time employees shall be entitled to parental leave in accordance with Clause 7.4 of the Award.
- 19.2 An employee who takes a period of parental / adoption leave in accordance with the Award shall be entitled to a period of paid parental leave, subject to clauses 19.3 and 19.4, at the employee's base rate of pay, calculated on the employee's period of continuous service with East Waste in accordance with the table below:

Number of years of continuous full time service at the date of the child's birth	Period of paid leave
No less than 4 years	4 weeks

- 19.3 Any statutory or other holiday which falls within any period of parental leave {paid or unpaid} shall be counted as a day of such leave.
- 19.4 The paid parental / adoption leave benefits outlined in this Clause will apply on a pro rata basis to those members of staff who work on a permanent part-time basis.
- 19.5 Absence on parental leave does not break an employee's continuity of service. However, the employee will not accrue personal or annual leave whilst on parental leave.
- 19.6 This Clause will not apply in the case of a female employee whose pregnancy terminates earlier than 20 weeks prior to the expected date of delivery.
- 19.7 Paid parental leave taken under this clause must be taken within twelve (12) months of the birth or adoption of the child and shall only be granted upon satisfactory evidence that the member of staff is fulfilling the role of the Primary Carer throughout the period of the paid leave.
- 19.8 Periods of paid parental / adoption leave under this Clause are not in addition to the periods of unpaid parental / adoption leave provided in Clause 7.4 of the Award or any entitlements

under state or federal legislation, or any other industrial instrument, whether the staff member claims for such entitlements or not.

19.9 Paid parental leave will only be granted once in every twelve (12) month period.

## 20. CASUAL STAFF & LABOUR HIRE STAFF

### 20.1 Casual Staff

20.1.1 The parties agree that casual employees may be employed directly by East Waste to replace permanent employees who are on annual leave, personal leave, long service leave or any other types of extended absence from work.

20.1.2 The parties agree that casual employees shall not be used to replace the positions of permanent employees unless, a casual employee applies for and is appointed to a vacant permanent position.

20.1.3 Casual employees will not be entitled to any leave benefits contained within this Agreement, nor will they be entitled to Rostered Days Off. All other provisions of this Agreement shall otherwise apply to casual employees.

20.1.4 In lieu of leave entitlements, casual employees shall be entitled to a loading of 25% payable upon their wages.

### 20.2 Labour Hire Staff

20.2.1 East Waste is committed to maximising permanent employment. Labour Hire Staff may be used to cover short term vacancies or to fulfil short term operational resource requirements or shortfalls. Labour Hire Staff will not be used to replace an existing permanent role.

20.2.2 As Labour Hire Employees are not employees of East Waste it is understood by the parties that these staff are not bound by this Agreement and the employment conditions set out herewithin.

## 21. FIXED TERM CONTRACTS OF EMPLOYMENT

21.1 The parties agree that vacant positions may be filled by employing persons on fixed term contracts.

21.2 The parties agree that no existing permanent employees will be placed onto a fixed term contract of employment for the tenure of this Agreement.

## 22. WORK BY CONTRACTORS

The parties agree that East Waste may engage contractors in circumstances where employees lack the skill, experience and / or time constraints to perform the duties for which contract labour is sought.

## 23. WORK HEALTH AND SAFETY

The parties recognise that all members of staff have an obligation to contribute to the creation and maintenance of a safe workplace and must comply with the relevant requirements of the *Work Health and Safety Act 2012*.

## 24. EMPLOYEE ASSISTANCE PROGRAM AND CORPORATE HEALTH

All staff members have access to professional counselling in accordance with an Employee Assistance Program. East Waste is committed to promoting a healthy balanced lifestyle, which is reflected in the work environment through work performance. Healthy Lifestyle Programs will therefore receive continued commitment and support by East Waste.

## 25. JOURNEY INSURANCE

East Waste will provide journey insurance coverage for employees and pay the associated premiums. Journey insurance covers employees for an unlikely event of bodily injury to an employee whilst engaged in a journey to and from their residence and place work.

## 26. PAYMENT OF DRIVERS LICENCE

The parties agree that all employees covered by this Agreement who are required to hold a medium rigid (MR) or heavy rigid (HR) drivers licence to undertake their position requirements with East Waste, shall receive an allowance of \$75 paid in the first full pay period in April of each year provided they have not been reimbursed by any other employer.

## 27. PROVISION OF UNIFORM

East Waste will provide base uniforms and personal protective equipment to employees in accordance with the annual allocation entitlements approved by the General Manager.

## 28. ALLOWANCES

28.1 The parties agree that the allowances set out in the Award will not apply to this Agreement, except where expressly provided in this clause.

28.2 The parties agree that the wage rate set out in Attachment B is inclusive of all employee allowances payable pursuant to the Award, except for the allowances referred to below.

### 28.3 MEAL ALLOWANCES

Until 30 June 2022, employees will be eligible to be reimbursed up to the value of \$20 for a meal in the following circumstances:

28.3.1 Where an employee has worked at least 10 operational hours and is required to have a mandatory 30-minute rest break as per the Fatigue Management (Rest Break) Requirements set out in the *Heavy Vehicle National Law*; and

28.3.2 Where the employee provides East Waste's Operation Management Team with a tax invoice for the meal purchased.

28.3.3 This reimbursement payment replaces the meal allowance entitlement described in the Award and previously included within their hourly rate.

From 1 July 2022, the Parties agree to delete this clause and rely upon Clause 5.3.5 of the Award in relation to provision of meal break and meal allowance (Schedule 5).

## 29. WAGE ADJUSTMENTS

The following wage increases will apply throughout the life of this Agreement:

- 29.1 A 1.25% increase on current wage rates effective from the first full pay period after 1 July 2021.
- 29.2 A non-accumulative payment of \$500 in the form of a gift card and cash bonus upon approval of this Agreement by the SAET.
- 29.3 A 2.0% increase on current wage rates effective from the first full pay period after 1 July 2022.
- 29.4 A 2.2% increase on current wage rates effective from the first full pay period after 1 July 2023.

The wage rates are set out in Attachment B to this Agreement.

## 30. NO FURTHER WAGE ADJUSTMENTS

The parties agree that throughout the operation of this Agreement, there shall be no further wage increases sought or granted.

## 31. RECOVERY OF MONIES BY EAST WASTE

- 31.1 The parties acknowledge that errors, administrative or otherwise, can and do occur, including errors that may result in the overpayment of wages or entitlements to employees.
- 31.2 If East Waste becomes aware of an error that has resulted in the overpayment to an employee, then East Waste will write to the affected employee to indicate the amount of overpayment, why it occurred and when East Waste requires the repayment of the overpaid amount.
- 31.3 In most circumstances, East Waste will require repayment to be made within 90 days of having provided written notice to the employee affected by the error. However, East Waste may, at the absolute discretion of the General Manager, allow the repayment to be made within a longer timeframe or in instalments following discussions with the affected employee. Any payment arrangement will not be more than 10% of the employees' gross wages in any one pay cycle.
- 31.4 If the employee disputes that fact and / or quantum of overpayment, then the employee must utilise the Dispute Resolution provisions set out in Clause 7 of this Agreement.
- 31.5 Where an employee resigns or is terminated from his/her employment, the parties agree and accept, that, if an overpayment is not disputed, then East Waste can deduct the overpaid amount from the employee's final pay.

## 32. PERFORMANCE MANAGEMENT

- 32.1 The parties agree that effective management of performance is a critical factor in ensuring East Waste achieves its performance targets as set out in Clause 5 of this Agreement.
- 32.2 Performance Management is a joint responsibility of Management and employees and it will be actively managed through the annual performance review process, together with other identified (see below) performance measures.



- 32.3 The parties agree that whilst good performance needs to be recognised, valued and rewarded, so too must poor performance be managed.
- 32.4 Property Damage caused by Negligent Driving.
- 32.4.1 If, following an investigation, East Waste determines, on the balance of probabilities, that damage has been caused to third party property through negligent driving, then the driver will meet the cost of the excess East Waste pays with respect to any claim made by such a third party to a maximum of \$500.00.
- 32.4.2 Consistent with the timeframes specified in Clause 31 of this Agreement, in most circumstances, East Waste will require payment of the determined amount to be made within 90 days of having provided written notice to the employee of the decision. However, East Waste may, at the absolute discretion of the General Manager, allow the payment to be made within a longer timeframe or in instalments following discussions with the affected employee.
- 32.5 Traffic Infringements.
- 32.5.1 Any employee driving any waste collection vehicle owned and registered to East Waste must adhere and comply with all relevant rules described in the Australian Road Rules, Road Traffic Act 1961 (SA) and Local Government (SA) By-Laws.
- 32.5.2 Any employee found guilty of breaching the South Australian Traffic Laws or Local Government (SA) By-Laws by a legislated authority (i.e. Police Officer, Road Traffic Inspector, Council Inspector) whilst driving an East Waste vehicle, will be solely responsible for the payment of any fine or court outcome imposed.
- 32.5.3 With respect to Clause 32.1 and 32.2, dependent on the type of offence committed, the employee may be subject to disciplinary action by East Waste, an outcome of which may be termination.
- 32.6 Recognition of Good Driving (RACV Drivers and Rear Loader Collection Vehicle Drivers only)
- 32.6.1 The parties agree that there are drivers covered under this Agreement that have an exemplary driving record whereby they have not caused property damage by negligent driving or committed driving offences and adhere to East Waste's Behaviour Conduct Policies without exception. As per the above, the parties agree that good performance needs to be recognised, valued and rewarded.
- 32.6.2 The parties agree, that on an annual basis, a driver who has worked at East Waste for a full 12 continuous months or more, will be rewarded with payment of \$350 (gross), if all the following criteria are met:
- 32.6.2.1 Whilst in their capacity as a driver who is operating an East Waste owned vehicle, they have not committed or been found guilty of an offence as described in Clause 32.4.
- 32.6.2.2 Whilst in their capacity as a driver who is operating an East Waste owned vehicle, they have not caused property damage by negligent driving or operation as described in Clause 32.4.
- 32.6.2.3 Timely and accurate reporting of all incidents and accidents in accordance with East Waste's Incident and Accident Policy.

32.6.2.4 Has not been subject to disciplinary action which results in a warning or breached East Waste's Behaviour Standards Policy or East Waste's Drug and Alcohol Policy.

32.7 The employer will advise the employee in writing if the next bonus will not apply to them, why it will not apply, and the decision will be subject to the grievance procedure contained within this Agreement.

32.8 The assessment periods for the above-mentioned performance bonus each year will be:

1 December - 30 November (with compliant Drivers receiving payment on the pay period which includes 15 December).

## 33. TRAINING

33.1 The parties agree that all employees are to be adequately trained, to ensure they are competent to perform the role for which they are employed. Training is not considered a 'once-off but rather an ongoing commitment throughout the duration of an employee's employment at East Waste.

33.2 Employee attendance at training is mandatory. The parties agree that an employee may be exempt from mandatory training with East Waste's consent for a maximum of two training sessions per year.

33.3 Where an employee fails to attend a training course without the consent of East Waste, East Waste may at their discretion, take appropriate disciplinary action.

33.4 Employees attending training outside their ordinary hours of work shall receive overtime rates and where an employee has been called in for training (that is not in addition to ordinary work), the minimum overtime payment shall be 2.5 hours.

33.5 Union Leave Training

Consistent with the requirements set out in Clause 7.7 of the Local Government Employees Award Union Workplace Representatives shall be entitled to an aggregate maximum of five (5) days per annum to attend Trade Union Training, subject to the following conditions:

- That not less than four (4) weeks' notice is given to East Waste of the date of the training, or such lesser time as may be agreed by East Waste's General Manager.
- The nature of the training course and the agenda is provided to East Waste's General Manager.
- East Waste is able to make adequate staffing arrangements to cover the operational requirements during the period of leave.
- The training attendance record is kept on the employees personnel record; and
- The leave taken pursuant to Clause 30.4 under this Agreement shall be counted as continuous service for all purposes under this Agreement and for the purpose of Long Service Leave entitlement calculation.

## 34. POLICIES AND PROCEDURES

Employees agree to be bound by East Waste's Behaviour Standards Policy and East Waste's Drug and Alcohol Policy, and all other policies and procedures adopted by East Waste, as amended from time to time and East Waste agrees to provide appropriate targeted training to employees to assist them in complying with them.



## 35. TOOLBOX MEETINGS

- 35.1 The parties agree that, in order to facilitate open communication between the employer and the employees, toolbox meetings will be at least held bi-monthly.
- 35.2 Employee attendance at toolbox meetings is mandatory.
- 35.3 The parties agree that an employee may be exempt from attending a maximum of two (2) toolbox meetings per year only with the consent of East Waste's Operations Management Team.

## 36. REDUNDANCY

Where an employee is made redundant, the employee shall be entitled to an additional two (2) weeks of notice above the requirement under the Award.

## 37. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Authority or workplace.

## 38. DEFINITIONS

"**Act**" means the *Fair Work Act 1994* (SA).

"**Agreement**" means the East Waste Collective Workplace Agreement 2021.

"**Award**" means the *Local Government Employees Award*.

"**East Waste**" means the Eastern Waste Management Authority Incorporated.

"**Employees**" means the employees covered under this Agreement.

"**Parties**" shall refer to the employees and East Waste.

"**Staff Member**" means the staff members covered under this Agreement.

## 39. SIGNATORIES

Signed for and on behalf of

**Eastern Waste Management Authority**



**Rob Gregory GENERAL MANAGER**

**Witness**

Name: DAVID MAYWAID

Title: MANAGER BUSINESS SERVICES

Date: 24/2/2022

Signed for and on behalf of the

**Employees** BARRY UZZELL

**Authorised Representative**

Barry Uzzell.

**Witness**



Name: BRIAN KROMBHOLZ

Title: MANAGER, OPERATIONAL SERVICES

Date: 24/2/22

## 40. ATTACHMENT A-CLASSIFICATION STRUCTURE

### **RACV DRIVER (Robotic Arm Collection Vehicle Driver)**

All duties/tasks and responsibilities outlined in relevant position descriptions, including the operation of appropriate plant and equipment outlined in safe work procedures, or as defined.

- The operation and maintenance of a RACV.
- Knowledge and capabilities with respect to kerbside collection requirements.
- Safe and efficient operational techniques for the collection and disposal of waste, recycling and green organics.
- Operating effectively as a team member.
- Communicating effectively and professionally with Member Councils, Colleagues, and wider stakeholders.
- Adherence to East Waste Behaviour Standards Policy, East Waste's Drug and Alcohol Policy and all other workplace policies.
- Ensure the vehicle is in a good clean, hygienic order, inside and out, before and at the completion of each shift.

### **REAR LOADER COLLECTION VEHICLE DRIVER**

All duties/tasks and responsibilities outlined in relevant position descriptions, including the operation of appropriate plant and equipment outlined in safe work procedures, or as defined.

- The operation and maintenance of a Rear Loader Collection Vehicle.
- Knowledge and capabilities with respect to kerbside collection requirements, including street litter bin collections and hard waste collections.
- Safe and efficient operational techniques for the collection and disposal of waste, recycling, green organics and hard waste.
- Operating effectively as a team member.
- Qualified in manual handling.
- Communicating effectively and professionally with Member Councils, Colleagues, and wider stakeholders.
- Adherence to East Waste Behaviour Standards Policy, East Waste's Drug and Alcohol Policy and all other workplace policies.
- Ensure the vehicle is in a good clean, hygienic order, inside and out, before and at the completion of each shift.

## **DRIVER SUPERVISOR**

All duties/tasks and responsibilities outlined in relevant position descriptions, including the operation of appropriate plant and equipment outlined in safe work procedures, or as defined.

- Adequate daily staffing and rostering of collection routes.
- Deployment of vehicles each day to complete the requirements for all collection routes.
- Supervision of all drivers.
- The operation and maintenance of a RACV.
- Knowledge and capabilities with respect to kerbside collection requirements.
- Safe and efficient operational techniques for the collection and disposal of waste, recycling and green organics.
- Operating effectively as a team member.
- Communicating effectively and professionally with Member Councils, Colleagues, and wider stakeholders.
- Adherence to East Waste Behaviour Standards Policy, East Waste's Drug and Alcohol Policy and all other workplace policies.
- Ensure the vehicle is in a good clean, hygienic order, inside and out, before and at the completion of each shift.

## **REAR LOADER COLLECTION VEHICLE RUNNER**

All duties/tasks and responsibilities outlined in relevant position descriptions, including the operation of appropriate plant and equipment outlined in safe work procedures, or as defined.

- Understanding of the operation and maintenance of a Rear Loader Collection Vehicle.
- Knowledge and capabilities with respect to kerbside collection requirements, including street litter bin collections and hard waste collections.
- Safe and efficient operational techniques for the collection and disposal of waste, recycling, green organics and hard waste.
- Operating effectively as a team member.
- Qualified in manual handling.
- Communicating effectively and professionally with Member Councils, Colleagues, and wider stakeholders.
- Adherence to East Waste Behaviour Standards Policy, East Waste's Drug and Alcohol Policy and all other workplace policies.
- Supporting the driver in ensuring the vehicle is in a good clean, hygienic order, inside and out, before and at the completion of each shift.

## **YARD HAND/BIN REPAIRER**

All duties/tasks and responsibilities outlined in relevant position descriptions, including the operation of appropriate plant and equipment outlined in safe work procedures, or as defined.

- Knowledge and capabilities with respect to bin repair and maintenance.
- Safe and efficient operational techniques for the delivery, repair and maintenance of bins.
- Operating effectively as a team member.
- Abilities in route optimisation.
- Communicating effectively and professionally with Member Councils, Colleagues, and wider stakeholders.
- Adherence to East Waste Behaviour Standards Policy, East Waste's Drug and Alcohol Policy and all other workplace policies.
- Ensure the bin repair vehicle is in a good clean, hygienic order, inside and out, before and at the completion of each shift.

## **YARD HAND/TRUCK WASHER**

All duties/tasks and responsibilities outlined in relevant position descriptions, including the operation of appropriate plant and equipment outlined in safe work procedures, or as defined.

- Undertake, on a daily basis, refuelling of all East Waste's Collection Vehicles.
- Ensure both the diesel tanks and AdBlue tanks of each truck is full each evening;
- Undertake, on a daily basis, washing of rostered vehicles;
- Undertake basic maintenance checks of all trucks on a daily basis;
- Ensure the East Waste site is maintained in a tidy and clean condition, on a daily basis, specifically the wash bay area;
- Deliver and/or collect parts and/or equipment to specified locations, as directed by the Workshop or the Operations Manager;
- Undertake basic gardening, yard maintenance and basic handyman jobs as directed.
- Communicating effectively and professionally with Member Councils, Colleagues, and wider stakeholders.
- Adherence to East Waste Behaviour Standards Policy, East Waste's Drug and Alcohol Policy and all other workplace policies.
- Operating effectively as a team member.

## 41. ATTACHEMENT B – WAGES SCHEDULE

Classification Level	Rate prior to 1 July 2021			1.25 % increase applied 1 July 2021			Performance Management Payments	Proposed 2.0% increase first full pay after 1 July 2022			Performance Management Payments	Proposed 2.2% increase first full pay after 1 July 2023			Performance Management Payments
	Annual	Fortnightly	Hourly	Annual	Fortnightly	Hourly		Annual	Fortnightly	Hourly		Annual	Fortnightly	Hourly	
RACV Driver	\$66,136.72	\$2,543.72	\$33.47	\$66,963.43 \$67,463.43* \$67,813.43**	\$2,575.51	\$33.88	\$350	\$68,285.82 \$68,635.82**	\$2,626.37	\$34.55	\$350	\$69,772.76 \$70,122.76**	\$2,683.56	\$35.31	\$350
Rear Loader Collection Vehicle Driver	\$66,136.72	\$2,543.72	\$33.47	\$66,963.43 \$67,463.43* \$67,813.43**	\$2,575.51	\$33.88	\$350	\$68,285.82 \$68,635.82**	\$2,626.37	\$34.55	\$350	\$69,772.76 \$70,122.76**	\$2,683.56	\$35.31	\$350
Driver Supervisor	\$70,760.56	\$2,721.56	\$35.81	\$71,645.07 \$72,145.07* \$72,495.07**	\$2,755.57	\$36.25	\$350	\$73,062.60 \$73,412.60**	\$2,810.10	\$36.97	\$350	\$74,659.88 \$75,009.88**	\$2,871.53	\$37.78	\$350
Rear Loader Collection Vehicle Runner	\$52,897.52	\$2,094.52	\$26.77	\$53,558.74 \$54,058.74*	\$2,059.95	\$27.10		\$54,620.59	\$2,100.79	\$27.64		\$55,818.21	\$2,146.85	\$28.24	
Yard Hand/Bin Repairer	\$52,897.52	\$2,094.52	\$26.77	\$53,558.74 \$54,058.74*	\$2,059.95	\$27.10		\$54,620.59	\$2,100.79	\$27.64		\$55,818.21	\$2,146.85	\$28.24	
Yard Hand/Truck Washer	\$52,897.52	\$2,094.52	\$26.77	\$53,558.74 \$54,058.74*	\$2,059.95	\$27.10		\$54,620.59	\$2,100.79	\$27.64		\$55,818.21	\$2,146.85	\$28.24	
Casual Employees	25% loading			25% loading			N/A	25% loading			N/A	25% loading			N/A

\*Includes Noncumulative cash payment of \$500 (after tax) as per Clause 29.2

\*\*The Performance Management criteria set out in Clause 32 must be met to receive the Performance Management Payment identified in the table. Note, the driver performance payment identified in Clause 32.6.2 is not eligible to employee's occupying the positions of Rear Loader Collection Vehicle Runner, Yard Hand/Bin Repairer and Yard Hand/Truck Washer.

