

EAST WASTE COLLECTIVE WORKPLACE AGREEMENT 2012

File No. 362 of 2013

**This Agreement shall come into force on
and from 20 February 2013 and have a
life extending for a period of thirty-six
months therefrom.**

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

DATED 1 MAY 2013.



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COMMISSION MEMBER



UNDERTAKINGS INSERTED PURSUANT TO SECTION 79(9)

We refer to our communications with Commissioner Steel in relation to the application for the certification of the abovementioned Agreement. The Commissioner raised various issues for the Applicant's consideration, which the Applicant now seeks to address.

The undertakings contained herein are made with the agreement of the employees' representative, Mr Gary Collis, and the employees to be covered by the Agreement.

Clause 4.2 – Parties Bound

The parties undertake that those persons whose positions are expressly excluded by the Agreement are, and will be for the life of the Agreement, covered by common law contracts as they engage in inherently different duties to those employees who are within the scope of the Agreement.

Clause 6 – Period of Operation

The parties agree and undertake that the reference to 'Workplace Authority' will be read as a reference to the 'South Australian Industrial Relations Commission'.

Clause 10.1 – Employee Relations/Dispute Settling Procedures

The parties agree and undertake that, in the event that a problem or dispute remains unresolved following Stage 3, rather than refer the matter to a third party for arbitration, the matter may be referred to the South Australian Industrial Relations Commission, by either party, within seven days of a conciliation.

Further, the parties agree to an alteration to the final paragraph in Clause 10 as follows:

'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 occupational health and safety issue.'

Clause 11.4 – Flexible Working Hours Arrangements

The parties agree and undertake that the reference to 'Clause 30' will be read as a reference to 'Clause 31'.

Clause 13.5 – Multi-skilling, Performance Appraisals and Classifications

The parties agree and undertake to an alteration to Clause 13.5 as follows:

'The parties agree that multi-skilling may require employees to perform a range of tasks at a level which is equal or higher than their current level of skill, subject to the employee having the necessary skills to perform the required tasks at that skill level. The parties recognise that multi-skilling can consist of learning a range of lower level skills or a range of higher level skills or a combination of both.'

Clause 15 – Higher Duties

The parties agree and undertake that the phrase 'engaged on' will be removed and replaced with 'may be directed to perform'.

Clause 16 – Wages

The Commissioner requested further information on the calculation of the wage rates provided in the Agreement. Please refer to the **enclosed** schedule.

Clause 17.2.7 – Performance Payment

The parties agree and undertake that, if a route does not consist of a full contingent of drivers on the assessment day identified by the Assessors, another day in that month, where a full contingent exists, will be used as the basis for assessment.

Clause 23.2 – Personal Leave

The parties agree and undertake that personal leave will accrue on a pro-rata basis in an employee's first year of employment and thereafter, an employee will attain their annual entitlement to personal leave (10 days) on their anniversary date.

Clause 27 – Work by Contractors

The parties agree and undertake that, where the employer is considering the use of contractors, the employer will consult with the employees before making a definite decision to do so pursuant to Clause 5.2.2 of the Agreement.

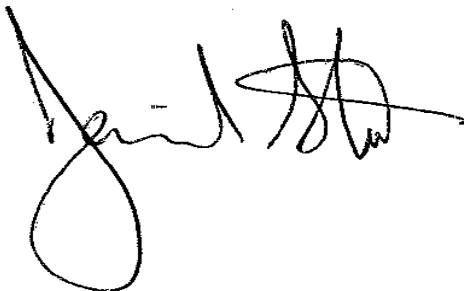
Clause 36.1 – Property Damage Caused By Negligent Driving

The parties agree and undertake to an alteration to Clause 36.1 as follows:

'If, following an investigation, East Waste determines, on the balance of probabilities, that damage has been caused to a third party through the negligence of a driver, the driver will meet the cost of the excess East Waste pays upon its insurance policy with respect to any claim made by such a third party to a maximum of \$500.00. East Waste will negotiate with the driver the means by which the driver will meet the excess incurred.'

Clause 43 – No Extra Claims

The parties agree and undertake to remove the word 'salary' and replace it with 'wage rate'.



COMMISSIONER DG STEEL

EAST WASTE COLLECTIVE WORKPLACE AGREEMENT 2012

1. TITLE

This Agreement shall be known as the East Waste Collective Workplace Agreement 2012.

2. INDEX

1. TITLE.....	4
2. INDEX	4
3. DEFINITIONS.....	5
4. PARTIES BOUND	5
5. SINGLE BARGAINING UNIT	5
6. PERIOD OF OPERATION.....	6
7. RELATIONSHIP TO THE AWARD.....	6
8. AIMS AND OBJECTIVES OF THE AGREEMENT	6
9. EMPLOYEE RELATIONS - CONSULTATION.....	6
10. EMPLOYEE RELATIONS/DISPUTE SETTLING PROCEDURES	6
11. FLEXIBLE WORKING HOURS ARRANGEMENTS	7
12. CLASSIFICATION STRUCTURE	8
13. MULTI-SKILLING, PERFORMANCE APPRAISALS AND CLASSIFICATIONS	8
14. PERFORMANCE APPRAISALS	9
15. HIGHER DUTIES.....	9
16. WAGES.....	9
17. PAYMENT OF DRIVERS LICENCE	10
18. ALLOWANCES	11
19. OVERTIME RATES	11
20. PENALTY RATES FOR PUBLIC HOLIDAYS.....	11
21. ANNUAL LEAVE	11
22. PERSONAL LEAVE	11
23. EMERGENCY PERSONAL LEAVE	12
24. PARENTAL LEAVE	12
25. ROSTERED DAYS OFF	13
26. WORK BY CONTRACTORS	13
27. FIXED TERM CONTRACTS OF EMPLOYMENT	13
28. TRAINING.....	14
29. WORK TEAMS.....	14
30. TASK INCOMPLETE.....	14
31. REST BREAKS	15
32. TEMPORARY EMPLOYEES.....	15
33. SPEEDING.....	15
34. RED LIGHT CAMERAS	16
35. PROPERTY DAMAGE CAUSED BY NEGLIGENT DRIVING	16
36. CODE OF CONDUCT, POLICIES AND PROCEDURES	17
37. OCCUPATIONAL HEALTH AND SAFETY.....	17
38. CLEANLINESS.....	17
39. MONTHLY INSPECTIONS.....	17
40. TOOLBOX MEETINGS	17
41. FUTURE COLLECTIVE AGREEMENT.....	18
42. NO EXTRA CLAIMS	18

43. USE AS A PRECEDENT.....18

3. DEFINITIONS

“Act” means the *Fair Work Act 1994* (SA).

“Agreement” means the East Waste Collective Workplace Agreement 2012.

“SAIRC” means the South Australian Industrial Relations Commission.

“Award” means the Local Government Employees Award as at the time of lodgement.

“Child” includes adopted, adult, ex-nuptial and step children.

“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, although not legally married to the employee.

“East Waste” means the Eastern Waste Management Authority Incorporated or its successor, assignee or transmittee of the business.

“Employees” means the employees of the Eastern Waste Management Authority Incorporated.

“Immediate family or household member” means the employee’s spouse, child, parent, grandchild, grandparent or sibling, or the child, parent, grandchild, grandparent or sibling of the employee’s spouse.

“RACV” means a Robotic Arm Collection Vehicle.

“Spouse” includes a former spouse, de facto spouse or former de facto spouse.

4. PARTIES BOUND

4.1 The parties to this Agreement are East Waste and the group of employees.

4.2 This Agreement shall apply to all present and future employees of East Waste, except employees of East Waste in the positions of “Chief Executive Officer”, “Technical Supervisor”, “Administration Manager” and all other employees engaged in administrative positions.

5. SINGLE BARGAINING UNIT

5.1 A single bargaining unit has been established. The membership of the single bargaining unit will be as follows:

5.1.1 the Chief Executive, the Technical Supervisor and the Administration Manager of East Waste;

5.1.2 Three members from the group of employees;

5.2 The parties agree that the role of the Single Bargaining Unit is:

- 5.2.1 to negotiate enterprise agreements in accordance with the Act;
- 5.2.2 to provide consultation between East Waste and its employees regarding changes to the organisation and the performance of work.

6. PERIOD OF OPERATION

This Agreement shall operate from the time of lodgement with the SAIRC (or its successor) and shall remain in force for a period of three years.

7. RELATIONSHIP TO THE AWARD

- 7.1 The terms and conditions of this Agreement shall be interpreted in conjunction with the Award.
- 7.2 Where there is a conflict between the terms and conditions of this Agreement and the Award, the terms and conditions of this Agreement shall apply.

8. AIMS AND OBJECTIVES OF THE AGREEMENT

- 8.1 The Agreement aims to provide a framework to develop a flexible and multi-skilled workforce allowing a team approach to all work activities.
- 8.2 The objectives of this Agreement are:
 - 8.2.1 to ensure the efficiency and prosperity of East Waste for the benefit of its employees and customers;
 - 8.2.2 to perform the services of the business in the most efficient and cost effective manner;
 - 8.2.3 to develop and maintain the most productive and harmonious working relationship possible;
 - 8.2.4 to undertake all work in a flexible manner without any demarcations or restrictions, subject to the limitations imposed by individual skill levels.

9. EMPLOYEE RELATIONS - CONSULTATION

- 9.1 The parties agreed that the operation of this Agreement is dependent upon the development and use of a consultative mechanism between the employees and East Waste. The parties agree that consultation between the employees and East Waste will take place using the Single Bargaining Unit as set out in Clause 5.

10. EMPLOYEE RELATIONS/DISPUTE SETTLING PROCEDURES

- 10.1 The parties agree that the following procedures shall be used in order to prevent and settle disputes arising from this Agreement:

Stage 1

Employee(s) seek to resolve the problem or dispute with their supervisor. Both the employee(s) and the supervisor shall attempt to resolve the problem or

dispute to the best of their ability. The employee(s) and the supervisor may have a witness present during discussions.

Stage 2

If the problem or dispute remains unresolved after 48 hours, then the matter will be discussed jointly between the employee(s), the supervisor and the Chief Executive Officer of East Waste.

Stage 3

If the problem or dispute remains unresolved, it will be referred to the SAIRC for conciliation.

The parties agree and undertake that, in the event that a problem or dispute remains unresolved following Stage 3, rather than refer the matter to a third party for arbitration, the matter may be referred to the SAIRC, by either party, within seven days of a conciliation.

Stage 4

If the problem or dispute remains unresolved following conciliation before the SAIRC, within seven days, the parties may mutually agree to refer the matter to a third party for arbitration on the following conditions:

- The identity of the third party arbitrator must be agreed;
- Both parties bear the costs associated with engaging the third party arbitrator equally;
- The parties agree to accept the recommendation of the third party arbitrator.

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 occupational health and safety issue.

11. FLEXIBLE WORKING HOURS ARRANGEMENTS

- 11.1 The parties agree that flexibility in the hours of work is essential to maximise the provision of services of East Waste to its customers.
- 11.2 The parties agree that the ordinary working hours will be an average of 38 hours per week over a 20 day cycle to be worked between the hours of 3.00 am and 3.00 pm, Monday to Friday. The actual work roster will be in accordance with Clause 26.
- 11.3 The parties agree that employees may only depart from the depot at their rostered commencement times, unless otherwise directed to do so.
- 11.4 The parties agree that where the daily tasks of all teams have been completed (as referred to in Clause 31) the employees may leave the work place.

- 11.5 The parties acknowledge that when employees leave the work place early, as set out in Clause 11.4, the employees will not complete an average of 38 hours in a 20 day cycle. However, employees in this situation shall be entitled to receive payment for a 38 hour working week.

12. **CLASSIFICATION STRUCTURE**

- 12.1 The parties agree that a three level classification structure will exist which grades employees according to their specific skill levels, training, competencies, knowledge and/or experience.

- 12.2 The levels of the classification structure are:

12.2.1 Level 3: 100% of wage rate

12.2.2 Level 2: 90% of wage rate

12.2.3 Level 1: 80% of wage rate.

- 12.3 The positions at East Waste shall be classified as follows:

Level 3 employees shall include:

RACV Driver

Level 2 employees shall include:

Driver of Rear Loader Compactor

Level 1 employees shall include:

Rear Loader Garbage Runner

Temporary employees

All other employees not within any of the above classifications.

13. **MULTI-SKILLING, PERFORMANCE APPRAISALS AND CLASSIFICATIONS**

- 13.1 The parties agree that multi-skilling and performance appraisal will be used at East Waste to determine the classification of employees.

- 13.2 The parties agree that the degree or level of multi-skilling of an employee will be used as part of the measurement of an employee's performance.

- 13.3 The parties agree that in order to achieve the objective of having a multi-skilled work force all employees of East Waste will increase their flexibility and extend the range of their skills.

- 13.4 The following principles will apply to the multi-skilling of employees:

13.4.1 Employees will perform work under the lawful instructions from authorised personnel.

- 13.4.2 Employees will take reasonable steps to ensure that work is performed quickly and efficiently.
- 13.4.3 Employees will not impose any restrictions, limitations or demarcations upon the work performed.
- 13.4.4 Employees will not be asked to perform work unless they have the necessary skills to perform that work.
- 13.4.5 Employees may be required to undertake on-the-job training or specialist training courses to increase their skill level.
- 13.5 The parties agree that multi-skilling may require employees to perform a range of tasks at a skill level which is equal or higher than their present level of skill, subject to the employee having the necessary skills to perform the required tasks at the skill level. The parties recognise that multi-skilling can consist of learning a range of lower level skills or a range of higher level skills or a combination of both.

14. PERFORMANCE APPRAISALS

- 14.1 The parties agree that all employees covered by the Agreement shall engage in a system of performance appraisal which has been developed jointly between the employees and East Waste.
- 14.2 The system of performance appraisal will follow the existing system in place at East Waste and:
 - 14.2.1 measures the development and scope of an employee's level of multi-skilling
 - 14.2.2 recognises the worth of individuals and/or teams;
 - 14.2.3 provides feedback on agreed objectives and standards;
 - 14.2.4 provides for an annual performance appraisal.

15. HIGHER DUTIES

Employees may be directed to perform duties which are classified at a level higher than their ordinary classification, shall be paid for any completed day or shift worked at the higher classification.

16. WAGES

- 16.1 The parties agree that the wage rate referred to in Clause 12 is \$1,076.84 per week, and will apply from 1 July 2012 until 30 June 2013.
- 16.2 On 1 July 2013, the wage rate will increase by up to 4% constituted as follows:
 - 16.2.1 Automatic 3% increase;
 - 16.2.2 1% increase, subject to meeting the criteria outlined in Clause 17.

16.3 On 1 July 2014, the wage rate will increase by up to 4% constituted as follows:

16.3.1 Automatic 3% increase;

16.3.2 1% increase, subject to meeting the criteria outlined in Clause 17.

17. **PERFORMANCE PAYMENT**

17.1 Individual employees will receive an additional 1% increase, with effect in the 2013/2014 and 2014/2015 financial years, if an average of 90% completion rate is recorded across the employee's route(s) in each of the following areas:

17.1.1 No missed bins;

17.1.2 All emptied bins upright;

17.1.3 All emptied bin lids closed.

17.2 In assessing performance, the following parameters apply:

17.2.1 The **Assessment Period** will be the six-month period immediately preceding the commencement of the relevant financial year (1 January to 30 June);

17.2.2 In each Assessment Period, three streets in each individual employee's route(s) will be the subject of assessment;

17.2.3 The three streets to be assessed will be selected randomly once in each month of the Assessment Period by management;

17.2.4 One management and one employee representative will, jointly, conduct the assessments (**the Assessors**);

17.2.5 Assessments will be carried out within one hour of the pick-up occurring, or as otherwise agreed by the Assessors;

17.2.6 Should the individual employee not meet the requirement of Clause 17.1, that individual employee will be notified in confidence and will not be entitled to the additional 1% increase.

17.2.7 Assessments will only be carried out when a route has a full contingent of drivers.

18. **PAYMENT OF DRIVERS LICENCE**

18.1 The parties agree that all employees covered by this Agreement who drive a vehicle other than a car for the purpose of carrying out their duties shall be reimbursed for the cost of their drivers licence.

18.2 Reimbursements shall be made annually and paid at the rate of the average yearly cost of the licence.

19. ALLOWANCES

- 19.1 The parties agree that the allowances set out in the Award will not apply to this Agreement, except where expressly provided in this Clause.
- 19.2 The parties agree that the wage rate set out in Clause 16 and the classifications set out in Clause 12 are inclusive of all employee allowances payable pursuant to the Award.
- 19.3 Employees will be eligible to receive a meal allowance to the value of up to \$10 in the following circumstances:
 - 19.3.1 Where an employee has worked at least 10 operational hours prior to arriving at the Transfer Station; and
 - 19.3.2 Where the employee provides East Waste with the tax invoice for the meal purchased and that tax invoice is signed by an authorised supervisor.

20. OVERTIME RATES

- 20.1 The parties agree that the wage rate set out in Clause 16 has an overtime component built into that rate.
- 20.2 However, the parties agree that all time worked on Saturdays and Sundays, in excess of the hours prescribed in Clause 11 of this Agreement shall be overtime and shall be paid at a rate of time and a half of the ordinary rate of pay.

21. PENALTY RATES FOR PUBLIC HOLIDAYS

- 21.1 The parties agree that the wage rate set out in Clause 16 has a penalty rates component built into that rate.
- 21.2 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 hours.

22. ANNUAL LEAVE

The parties agree that Clause 7.1 of the Award shall apply to this Agreement, however, the annual leave loading of 17.5% has been absorbed into the overall weekly rate contained in Clause 16.

23. PERSONAL LEAVE

- 23.1 An employee is entitled to 10 days of paid personal leave per year (pro rata for part-time employees) in the following circumstances:
 - 23.1.1 When the employee is suffering from a personal illness or injury (sick leave); and/or

23.1.2 To provide care and support to an immediate family or household member who is suffering from an illness or injury or who is the subject of an unexpected emergency (carer's leave).

23.2 Personal leave will accrue at a rate of 5.85 hours per four week period of service with East Waste in the first year of employer and, thereafter, an employee will attain their annual entitlement to personal leave (10 days) on their anniversary date.

23.3 Employees who are unable to attend work for personal leave reasons must, wherever possible, inform their supervisor prior to their normal starting time.

23.4 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 or injured. An employee will not be entitled to be paid in respect of a personal leave absence unless such a certificate is provided.

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

24. EMERGENCY PERSONAL LEAVE

24.1 An employee shall be entitled to take up to two days unpaid leave each calendar year to attend to emergencies or personal matters.

24.2 An employee shall not be required to state the nature of the emergency or personal matters.

24.3 Upon application to the employer, employees may be granted further unpaid leave depending upon the circumstances of the emergency or matter.

25. PARENTAL LEAVE

25.1 All employees shall be entitled to parental leave in accordance with the Act.

25.2 This leave allows all employees to take up to 52 weeks unpaid leave to be the primary caregiver for a new born or adopted child.

25.3 An employee is entitled to take parental leave if the employee has, before the expected date of the birth or placement, completed at least 12 months' continuous service with East Waste.

25.4 The employee must give at least 10 weeks' notice of intention to take the leave.

25.5 An employee is not entitled to take parental leave at the same time as the employee's spouse, apart from one week's parental leave taken by the employee and their spouse immediately after the birth or placement of a child.

25.6 An employee intending to take parental leave must provide East Waste with a certificate from a medical practitioner certifying that the employee or the employee's spouse is pregnant and the expected date of birth.

26. ROSTERED DAYS OFF

- 26.1 The normal hours of work stated in this Agreement shall be worked over a 20 working day cycle.
- 26.2 Employees will be entitled to one day off in each 20 working day cycle, which may be rostered on any day of the week.
- 26.3 Employees will be entitled to payment in lieu of the rostered day off in the calculation of entitlements where the employee is:
 - 26.3.1 absent from work and receiving workers compensation;
 - 26.3.2 terminated from employment with East Waste.
- 26.4 Employees on annual and personal leave will not accrue time credits towards rostered days off.
- 26.5 Where employees are called in to work on their rostered day off, employees will be entitled to another nominated day off in lieu.
- 26.6 At the commencement of each financial year, employees will be asked to elect as to whether they wish to “bank” rostered days off during that year, to a maximum of five days at any one time standing to their credit. If an employee does not elect to “bank” rostered days off, that employee must take rostered days off as they fall due.
- 26.7 Employees may, at their option, “cash in” all or any part of their banked rostered days off, but on the basis of the basic daily wage for those days only, without the addition of penalty rates.
- 26.8 Where an employee’s rostered day off falls on a recognised public holiday (other than the public holidays for Christmas Day, New Years Day or Good Friday), then that public holiday will remain their rostered day off. However, where an employee’s rostered day off falls on the public holiday for Christmas Day, New Years Day or Good Friday, then the rostered day off for that employee will instead be the next working day.

27. WORK BY CONTRACTORS

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

28. FIXED TERM CONTRACTS OF EMPLOYMENT

- 28.1 The parties agree that vacant positions may be filled by temporary employees on fixed term contracts.
- 28.2 The parties agree that no existing permanent employees will be placed onto a fixed term contract of employment.

29. TRAINING

- 29.1 The parties agree that the development of the business is dependent upon employees undertaking relevant training programmes. Training programmes have been operating at East Waste for a number of years, and it is proposed that this practise shall continue.
- 29.2 All training will be directed towards developing a highly skilled and flexible workforce.
- 29.3 Employee attendance at training is mandatory, unless the employee agrees otherwise with East Waste. 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.
- 29.4 Where an employee fails to attend a training course without the consent of East Waste, the employer shall, at his discretion, either:
 - 29.4.1 issue a warning to the employee. Where an employee is warned more than three times for not attending at training courses, that employee may be dismissed from his employment; or
 - 29.4.2 refuse to promote the employee to a higher classification when considering the employee's level of multi-skilling during a performance appraisal.

30. WORK TEAMS

- 30.1 The parties agree that work teams will be formed to perform work in a co-operative manner.
- 30.2 The teams will decide how work will be performed, who will do the work and when the work will be done.
- 30.3 The team will be a measurable unit of East Waste and will be accountable for its performance.
- 30.4 The parties reserve the right to create or formulate new teams in the future.

31. TASK INCOMPLETE

- 31.1 The parties agree that employees shall work together as co-operatively as possible.
- 31.2 When an employee finishes a task, they will make enquiries to find out if other employees in their team need help to complete their tasks.
- 31.3 Where help is required in their team, the employee will assist another employee.
- 31.4 When one team finishes its task, the team members shall make enquiries to find out if other teams need help to complete their tasks.
- 31.5 Where help is required, a team will assist another team.

32. REST BREAKS

- 32.1 The parties agree that the provisions of the *Work Health & Safety Act 2012* (SA) apply to the workplace, and in particular note their obligations pursuant to sections 19 and 28 of that Act.
- 32.2 Employees must take one 30 minute unpaid rest break after five hours of work, pursuant to the amended Transport SA Rules and Regulations.
- 32.3 In particular, employees operating a RACV must take a rest break during any shift worked.
- 32.4 The parties agree that employees not taking rest breaks as required will be subject to disciplinary action.

33. TEMPORARY EMPLOYEES

- 33.1 The parties agree that temporary employees may be employed to replace permanent employees who are on annual leave, long service leave or any other types of extended absence from work.
- 33.2 The parties agree that temporary employees shall not be used to replace the positions of permanent employees, unless a temporary employee applies for and is appointed to a vacant permanent position.
- 33.3 Temporary employees will not be entitled to any of the “leave” benefits contained in Clauses 22, 23, 24 or 25 of this Agreement. All other provisions of this Agreement shall otherwise apply to temporary employees.
- 33.4 In lieu of leave entitlements, temporary employees shall be entitled to a loading of 25% payable upon their wages.
- 33.5 It is understood by the parties that these provisions do not apply to temporary employees who are provided by agencies, and who are thus not directly employed by East Waste.

34. SPEEDING

Any employee driving any garbage collection vehicle registered to East Waste, who is positively identified as the driver of a vehicle which has been found to have exceeded the speed limit, as detected by the SA Police by way of any prescribed speed detection device (eg by red light camera, laser gun, speed camera, patrol person), shall be subject to the following penalties:

- 34.1 Save for as provided by Clause 34.4 and 34.5, where the employee exceeds the speed limit by more than 10 kph, the employee shall receive a first and final written warning that, should they contravene this clause again, they will be instantly dismissed.
- 34.2 Where the employee exceeds the speed limit by between 6 and 10 kph (inclusive), the employee shall receive a first and final written warning to the effect that East Waste will instantly dismiss the employee if that employee is

found, within the next 12 month period, to have exceeded the speed limit by any amount.

- 34.3 Where the employee exceeds the speed limit by between 1 and 5 kph (inclusive), the employee shall be entitled to receive two warnings to the effect that East Waste will instantly dismiss the employee if that employee is found, within the next 12 month period, to have again exceeded the speed limit.
- 34.4 Where a temporary speed limit upon a road applies, and the employee exceeds the temporary speed limit by more than 15 kph, the employee shall receive a first and final written warning that, should they contravene this clause again, they will be instantly dismissed.
- 34.5 Where a temporary speed limit upon a road applies, and the employee exceeds the temporary speed limit by between 1 and 15 kph (inclusive), the employee shall receive a warning to the effect that East Waste will instantly dismiss the employee if that employee is found, within the next 12 months, to have exceeded a speed limit (whether temporary or otherwise) by any amount.

35. DISOBEYING TRAFFIC SIGNALS

- 35.1 Any employee driving any garbage collection vehicle registered to East Waste, who is positively identified as the driver of a vehicle, which has been found to have disobeyed a traffic signal (i.e. driving through an intersection when the traffic signal is red, failure to stop as required at an intersection), shall be subject to the following penalties:
 - 35.1.1 On the first occasion, the employee will receive a first and final warning to the effect that the employee will be instantly dismissed if that employee is found, within the next 12 months, to have contravened this clause;
 - 35.1.2 On the second occasion, the employee will be instantly dismissed.
- 35.2 In special circumstances (i.e. where there may have been an emergency or where the vehicle is not under the control of the employee driving that vehicle), East Waste will determine the most appropriate disciplinary action.

36. PROPERTY DAMAGE CAUSED BY NEGLIGENT DRIVING

- 36.1 If, following an investigation, East Waste determines, on the balance of probabilities, that damage has been caused to a third party through the negligence of a driver, the driver will meet the cost of the excess East Waste pays upon its insurance policy with respect to any claim made by such a third party to a maximum of \$500.00. East Waste will negotiate with the driver the means by which the driver will meet the excess incurred.
- 36.2 Where East Waste determines that property damage has been caused to a third party through the negligence of a driver, the driver shall have a right of appeal against such a determination.

36.2.1 The driver shall have 14 days within which to appeal the determination.

36.2.2 The appeal is to be heard by a committee of employees (**the Committee**), comprising three other drivers agreed between East Waste and the driver.

36.3 There will be no right of appeal from the decision of the Committee.

37. **CODE OF CONDUCT, POLICIES AND PROCEDURES**

37.1 Employees will agree to be bound by the East Waste Code of Conduct and East Waste agrees to provide appropriate targeted training to employees to assist them in complying with it.

37.2 Employees agree to be bound by all 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.

38. **OCCUPATIONAL HEALTH AND SAFETY**

38.1 The parties recognise that Sections 19 and 28 of the *Work Health & Safety Act* (SA) set out safety obligations relevant to the workplace and the parties agree that they will fulfil these obligations to the very best of their capabilities.

39. **CLEANLINESS**

39.1 It will be the responsibility of each driver to maintain the cab area of the truck which they drive in a clean and tidy state at all times.

39.2 Each employee has the responsibility to ensure that the truck wash bay is left in a clean and tidy state following their use of it to wash down their truck.

40. **MONTHLY INSPECTIONS**

40.1 Monthly inspections will be carried out of each driver to ensure these areas are maintained in a clean and tidy state, to the satisfaction of East Waste.

40.2 The monthly inspections will be undertaken jointly by the Technical Supervisor, a member of the Single Bargaining Unit and the driver concerned.

41. **TOOLBOX MEETINGS**

41.1 The parties agree that, in order to facilitate open communication between the employer and the employees, toolbox meetings will be held bi-monthly.

41.2 Employee attendance at toolbox meetings is mandatory.

41.3 The parties agree that an employee may be exempt from attending a maximum of two toolbox meetings per year only with the consent of East Waste.

42. FUTURE COLLECTIVE AGREEMENT

- 42.1 The parties agree that the commitment to enterprise bargaining is continual and on-going.
- 42.2 All employees are welcome to submit new ideas regarding the better efficiency of East Waste or working conditions to the Single Bargaining Unit at any time.
- 42.3 All new ideas submitted will be listed for discussion and negotiation.

43. NO EXTRA CLAIMS

The parties agree that during the operation of this Agreement, there shall be no further wage rate increases sought or granted, nor any changes sought to the working conditions as outlined herein.

44. USE AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other enterprise.

Signed by an authorised representative of
Eastern Waste Management Authority
in the presence of:

.....
Signature of witness Authorised representative

.....
Name of witness (print)

.....
Date

Signed by an authorised representative of
the **Employees** in the presence of:

.....
Signature of witness Authorised representative

.....
Name of witness (print)

.....
Date