

EAST WASTE ENTERPRISE BARGAINING AGREEMENT 2005

File No. 5298 of 2005

**This Agreement shall come into force on
and from 7 May 2005 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 24 OCTOBER 2005.

COMMISSION MEMBER



UNDERTAKING INSERTED PURSUANT TO SECTION 79(9)

THAT East Waste Management Authority undertakes that the definition of “family” is as per the definition in the *Fair Work Act 1994* for the purpose of Clause 24 Family Carers Leave of this Agreement.

COMMISSION MEMBER

DATED 24th OCTOBER 2005



EAST WASTE ENTERPRISE BARGAINING AGREEMENT 2005

This agreement is made the _____ day of _____ 2005.

Between: **EASTERN WASTE MANAGEMENT AUTHORITY**
 (“East Waste”)

and

THE EMPLOYEES OF EASTERN WASTE MANAGEMENT AUTHORITY

(“the employees”)

1. Title

This agreement shall be known as the East Waste Enterprise Bargaining Agreement 2005.

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3. Definitions

“Award” means the Local Government Employees Award.

“Defacto” means a partner of an employee with whom the employee lives in a bona fide domestic relationship.

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

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

“Family member” means the spouse (including a de facto spouse), father, mother, father-in-law, mother-in-law, parent, brother, sister, child or step child of the employee.

4. Parties Bound

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

5. Group of Employees

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.

6. Single Bargaining Unit

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

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

4 members from the group of employees;

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

to negotiate enterprise agreements in accordance with the *Fair Work Act 1994* (SA);

to provide consultation between East Waste and its employees regarding changes to the organisation and the performance of work.

7. Period of Operation

This agreement shall operate from 7 May 2005 and shall remain in force for a period of three (3) years.

8. Relationship to the Award

- 8.1 The terms and conditions of this Agreement shall be interpreted in conjunction with the Award.
- 8.2 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.

9. Aims and Objectives of the Agreement

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

10. Employee Relations - Consultation

- 10.1 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 6.

11. Employee Relations/Dispute Settling Procedures

- 11.1 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 of East Waste.

Stage 3

If the problem or dispute remains unresolved it will be referred to the SA Industrial Relations Commission for conciliation and if not resolved, arbitration.

12. Flexible Working Hours Arrangements

- 12.1 The parties agree that flexibility in the hours of work is essential to maximise the provision of services of East Waste to its customers.
- 12.2 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 27.
- 12.3 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.
- 12.4 The parties acknowledge that when employees leave the work place early, as set out in Clause 12.3, 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.

13. Classification Structure

- 13.1 The parties agree that a three (3) level classification structure will exist which grades employees according to their specific skill levels, training, competencies, knowledge and/or their experience.
- 13.2 The levels of the classification structure are:
 - Level 3: 100% of wage rate
 - Level 2: 90% of wage rate
 - Level 1: 80% of wage rate.
- 13.3 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
 - Mechanic's assistant

Temporary employees

All other employees not within any of the above classifications.

14. Multi-skilling, Performance Appraisals and Classifications

- 14.1 The parties agree that multi-skilling and performance appraisal will be used at East Waste to determine the classification of employees.
- 14.2 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.
- 14.3 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.
- 14.4 The following principles will apply to the multi-skilling of employees:
- Employees will perform work under the lawful instructions from authorised personnel.
 - Employees will take reasonable steps to ensure that work is performed quickly and efficiently.
 - Employees will not impose any restrictions, limitations or demarcations upon the work performed.
 - Employees will not be asked to perform work unless they have the necessary skills to perform that work.
 - Employees may be required to undertake on-the-job training or specialist training courses to increase their skill level.
- 14.5 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. 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.

15. Performance Appraisals

- 15.1 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.
- 15.2 The system of performance appraisal will follow the existing system in place at East Waste and:
- measures the development and scope of an employees level of multi-skilling
 - recognises the worth of individuals and/or teams;
 - provides feedback on agreed objectives and standards;

provides for an annual performance appraisal.

16. Higher Duties

Employees engaged on 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.

17. Wages

The parties agree that the wage rate referred to in Clause 13 is \$746.48 per week, such a rate being payable until 30 June 2005. The rate will increase on 1 July 2005 by 4.5%. Thereafter, the wage rate will be increased by 4.5% on 1 July in each subsequent year of the life of this Agreement.

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.
- 19.2 The parties agree that the wage rate set out in Clause 17 and the classifications set out in Clause 13 are inclusive of all employee allowances payable pursuant to the Award.

20. Overtime Rates

- 20.1 The parties agree that the wage rate set out in Clause 17 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 12 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 17 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 for three hours.

22. Sick Leave

- 22.1 The parties agree that the sick leave provisions in Clause 7.2 of the Award shall apply to this Agreement, save and except for the circumstances outlined in 22.2 below.
- 22.2 With respect to an application for sick leave by an employee on a day adjacent to either a weekend or a rostered day off, such applications must, in all cases, be supported by a medical certificate. Should no such certificate be provided then sick leave will be declined.

23. 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 17.

24. Family Carers Leave

- 24.1 An employee shall be entitled to use up to 10 days of their paid sick leave per calendar year to care for a dependant family member.
- 24.2 An employee will be required to produce satisfactory documentation in relation to the illness of the dependant family member.

25. Emergency Personal Leave

- 25.1 An employee shall be entitled to take up to 2 days unpaid leave each calendar year to attend to emergencies or personal matters.
- 25.2 An employee shall not be required to state the nature of the emergency or personal matters.
- 25.3 Upon application to the employer, employees may be granted further unpaid leave depending upon the circumstances of the emergency or matter.

26. Parental Leave

- 26.1 All employees shall be entitled to maternity, paternity and adoption leave.
- 26.2 This leave allows all employees to take up to 52 weeks unpaid leave per year to care for a new born or adopted child.
- 26.3 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.
- 26.4 The employee must give at least ten weeks notice of intention to take the leave.
- 26.5 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 of a child or placement of a child.

- 26.6 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.

27. Rostered Days Off

- 27.1 The normal hours of work stated in this agreement shall be worked over a twenty (20) working day cycle.
- 27.2 Employees will be entitled to one (1) day off in each twenty (20) working day cycle.
- 27.3 Employees will be entitled to payment in lieu of the rostered day off in the calculation of entitlements where the employee is:
- absent from work and receiving workers compensation;
 - terminated from employment with East Waste.
- 27.4 Employees on annual leave will not accrue time credits towards rostered days off.
- 27.5 Where employees are called in to work on their rostered day off, employees will be entitled to another nominated day off in lieu.
- 27.6 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 (5) at any one time standing to their credit.
- 27.7 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.
- 27.8 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.

28. Work by Contractors

- 28.1 The parties agree that the employer can make arrangements with either the employees or other persons to perform work under a contract.
- 28.2 The parties agree that the employer shall state which work is available to be undertaken under a contract.
- 28.3 Where work is available under a contract the employer shall give the employee(s) the opportunity to win the contract.
- 28.4 The employee(s) may tender in competition with outside contractors for the contract.

- 28.5 Where the tender of an employee(s) is equal to that of a contractor, the employee(s) shall be awarded the contract.

29. Fixed Term Contracts of Employment

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

30. Training

- 30.1 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.
- 30.2 All training will be directed towards developing a highly skilled and flexible workforce.
- 30.3 The parties agree that employees have an obligation to obey the employer's reasonable request to attend training courses, provided the cost of the training course is paid by the employer.
- 30.4 Where an employee fails to attend a training course the employer shall, at his discretion, either:
- issue a warning to the employee. Where an employee is warned more than three (3) times for not attending at training courses, that employee may be dismissed from his employment; or
- refuse to promote the employee to a higher classification when considering the employee's level of multi-skilling during a performance appraisal.

31. Work Teams

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

32. Task Incomplete

- 32.1 The parties agree that employees shall work together as co-operatively as possible.
- 32.2 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.
- 32.3 Where help is required in their team, the employee will assist another employee.
- 32.4 When one team finishes its task, the team members shall make enquiries to find out if other teams need help to complete their tasks.
- 32.5 Where help is required, a team will assist another team.

33. Rest Breaks

- 33.1 The parties agree that the provisions of the SA Occupational Health, Safety and Welfare Act 1986 apply to the workplace, and in particular note their obligations pursuant to sections 19, 21 and 22 of that Act.
- 33.2 Employees must take one 30 minute unpaid rest break after five hours work, pursuant to the amended Transport SA Rules and Regulations.
- 33.3 In particular, employees operating a Robotic Arm Collection Vehicle (RACV) must take a rest break during any shift worked.
- 33.4 The parties agree that employees not taking rest breaks as required will be subject to disciplinary action.

34. Temporary Employees

- 34.1 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.
- 34.2 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.
- 34.3 Temporary employees will not be entitled to any of the “leave” benefits contained in Clauses 22, 23, 24, 25 or 26 of this Agreement. All other provisions of this Agreement shall otherwise apply to temporary employees.
- 34.4 In lieu of leave entitlements temporary employees shall be entitled to a loading of 25% payable upon their wages.
- 34.5 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.

35. 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 shall be subject to the following penalties:

- 35.1 Save for as provided by Clause 35.4 and 35.5, where the employee exceeds the speed limit by more than 10 kph, as detected by the SA Police, the employee shall receive a first and final written warning that should they contravene this clause again, they will be instantly dismissed.
- 35.2 Where the employee exceeds the speed limit by between 6 and 10 kph (inclusive), as detected by the SA Police, 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 again exceeded the speed limit by any amount.
- 35.3 Where the employee exceeds the speed limit by between 1 and 5 kph (inclusive), as detected by the SA Police, 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.
- 35.4 Where a temporary speed limit upon a road applies, and the employee exceeds the temporary speed limit by more than 15 kph, as detected by the SA Police, the employee shall receive a first and final written warning that should they contravene this clause again, they will be instantly dismissed.
- 35.5 Where a temporary speed limit upon a road applies, and the employee exceeds the temporary speed limit by between 1 and 15 kph (inclusive), as detected by the SA Police, 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 again exceeded a speed limit (whether temporary or otherwise) by any amount.

36. Property Damage Caused by Negligent Driving

- 36.1 If, in the reasonable opinion of East Waste, property 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.

The driver shall have fourteen (14) days within which to appeal the determination.

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 which is attached as “Annexure A” and East Waste agrees to provide appropriate targeted training to employees to assist them in complying with it.

37.2 Employees will 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, 21 and 22 of the SA Occupational Health, Safety and Welfare Act 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’s truck, 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. Future Enterprise Agreement

41.1 The parties agree that the commitment to enterprise bargaining is continual and on-going.

41.2 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.

41.3 All new ideas submitted will be listed for discussion and negotiation.

41.4 A meeting will be convened 3 months before the expiry of this agreement in order to commence negotiations for a new enterprise agreement.

42. No Extra Claims

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

43. Use as a Precedent

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

DATED the _____ day of _____ 2005

Signed for and on behalf of **EASTERN**)
WASTE MANAGEMENT)
AUTHORITY

in the presence of:

Signed for and on behalf of the **GROUP**)
OF EMPLOYEES)
.....

in the presence of: