

# FLEURIEU REGIONAL WASTE AUTHORITY AGREEMENT 2011

File No. 5134 of 2011

**This Agreement shall come into force on and from  
30 November 2011 and have a life extending until 30  
November 2014.**

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



DATED 30 NOVEMBER 2011.

A handwritten signature in black ink, appearing to be 'B. King'.

COMMISSION MEMBER



## **FLEURIEU REGIONAL WASTE AUTHORITY AGREEMENT 2011**

### **1. TITLE**

This Agreement shall be known as Fleurieu Regional Waste Authority Agreement 2011.

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### 3. DEFINITIONS

For the purposes of this Agreement:

- **'Authority'** means Fleurieu Regional Waste Authority
- **'Award'** means the Local Government Employees (SA) Award
- **'Employer'** means The Fleurieu Regional Waste Authority
- **'Union'** means the Australian Workers Union, South Australian Branch
- **'Employee'** means an employee of the Fleurieu Regional Waste Authority who performs work covered by this Agreement and the Award
- **'Agreement'** means The Fleurieu Regional Waste Authority Agreement 2011
- **'Consultation'** means the process which will have regard to employees interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made
- **"Landfill"** means Landfill Depot or Transfer Station
- **"Manager"** means person appointed in charge of unit
- **"Normal home work sites"** means an Authority work site at which an employee was regularly employed prior to transfer from Councils on 1 December 2011.

### 4. APPLICATION

This Agreement shall be binding upon the Fleurieu Regional Waste Authority (the employer); the Australian Workers Union, South Australian Branch (the Union) and all employees of the Fleurieu Regional Waste Authority employed pursuant to the Local Government Employees Award.

### 5. PERIOD OF OPERATION

This Agreement shall operate from the 1<sup>st</sup> December 2011 and remain in force until 30 November 2014. This Agreement will be reviewed and negotiated during the final 6 months of its operation.

## **6. RELATIONSHIP TO CURRENT AWARD**

This Agreement terminates and replaces all previous Certified Agreements and will be read in conjunction with the Local Government Employees (SA) Award, operative at the date of approval of this agreement and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

During the term of this Agreement the Authority undertakes to bargain collectively with the employees in respect of existing and new employees whose terms and conditions are covered by the Award.

## **7. EMPLOYMENT RELATIONSHIPS**

**7.1.** All employees shall be on a probation period of (3) months and at the conclusion of that term the performance of the employee will be assessed. Employees seconded from Councils on 1 December 2010 and transferring to the Authority will not undertake a probation period.

**7.2.** Where relevant the employer will provide adequate training in cash handling techniques.

**7.3.** Fulltime employees may be required to supervise non-Authority employees such as work for the dole, community service workers and other community or volunteer groups as part of their normal duties.

**7.4.** At all times employees may be required to fulfill duties that fall at or below their pay rate.

## **8. INTENT AND OBJECTIVES**

The economic health of the Authority and the well-being of all depends on the success of a shared commitment to prepare for the future and a more competitive environment.

The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Authority and thereupon develop and encourage an 'enterprise culture' whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the enterprise and therefore offer to employees a sustainable level of job security.

The aims and objectives of this agreement will be achieved by addressing such matters as:

- the removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further on-going harmonious industrial relations
- improving flexibility in labour supply, without a reduction in current staff levels except in circumstances where natural attrition occurs; any such productivity benefits identified through this

process (if any) will be shared between employees and employers; this is to be done by mutual agreement and in writing between the Parties

- reviewing and improving work arrangements
- developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Authority and the achievement of real and sustainable improvements in productivity
- ensuring continued commitment to equal employment opportunity principles
- ensuring Authority's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable during the process of structural reform to enhance, improve and sustain the image of the Authority
- implementing a training and skills improvement program within the Authority for all employees; such programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the Authority through the provision of defined career paths and opportunities
- ensuring that any further flexibility arrangements identified during the life of this Agreement can be trialed through consultation and agreement of the parties
- ensuring adherence to the Award, this Agreement and all statutory provisions.

## **9. CONSULTATIVE MECHANISM**

**9.1.** The Parties agree that the effective operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principle negotiating structure for this Enterprise Bargaining Agreement is the Single Bargaining Unit.

**9.2.** The Single Bargaining Unit shall consist of:

**9.2.1.** Employer representatives employed and/or nominated by the Authority.

**9.2.2.** One employee representative elected by employees of the Authority.

**9.2.3.** The State Secretary of the Australian Workers Union, South Australian Branch (or nominee), who shall be a permanent member of the Committee.

**9.3** The role of the Single Bargaining Unit shall be:

**9.3.1** To reach decisions by consensus. All decisions will operate as recommendations.

**9.3.2** To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.

**9.3.3** To provide a forum for information flow between the employer and employees.

**9.3.4** To act as a forum to discuss changes proposed to work practices, workforce size and composition, resource sharing, introduction of new technology and equipment and alternative service delivery.

**9.3.5** There will be full and, open and honest disclosure of all information relevant to the proposed changes.

**9.3.** Training of the Single Bargaining Unit members is considered essential to ensure optimal outcomes. To this end, the Authority agrees to institute appropriate training (where required) for committee members, in the employer's time. Further, such training is to be discussed and approved by the agreement between the employer and the Union. Where training occurs after hours, the employee will be compensated on a single time hourly basis.

All such training will only be done through mutual consent between the Parties.

## **10. EMPLOYEE RELATIONS**

The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.

The Parties agree the need to refocus the traditional industrial relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees recognise the need for employee commitment to achieve effective improvements in productivity.

Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

## **11. EMPLOYEE PROTECTION**

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration provided by the employer applicable at the time of signing of the Agreement or in National Standards such as standard hours of work, annual leave or long service leave, etc.

## **12. OCCUPATIONAL HEALTH SAFETY AND WELFARE**

The employer and employees recognise the importance of an effective occupational health and safety program in providing a safe work environment for all employees. It is further recognised that improved occupational health and safety will ultimately increase productivity throughout Authority by reducing the number of incidents/accidents and, therefore, lost time.

- 12.1.** The employer and the Union shall give full cooperation to the achievement of high standards of Occupational Health Safety and Welfare. In so doing the employer and employees will strive to continually improve occupational health and safety performance in accordance with the Work Cover Exempt Employer Performance Standards and provide the highest level of rehabilitation processes for employees who sustain a work related injury or illness.
- 12.2.** The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all projects the employer and employees shall comply with all relevant Occupational Health Safety and Welfare Guidelines and Safe Work Procedures so as to provide and maintain a safe working environment.

### **13. DISPUTE SETTLEMENT PROCEDURE**

- 13.1.** The procedures below are established and agreed to between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the rights of any party.
- 13.2.** At all stages of the procedures, the parties to the dispute shall endeavour to resolve the matter promptly, and shall endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health and safety), and no Party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

- Stage 1** The employee and/or the job representative will contact the supervisor and attempt to settle the matter at that level, or where appropriate the supervisor shall contact the employee and/or the job representative.
- Stage 2** If the dispute is not settled at Stage 1, the employee and the job representative will meet with the supervisor and his/her manager.
- Stage 3** If the dispute is not settled at Stage 2, the employee, job representative and Union Organiser will meet with the supervisor, manager and EO.
- Stage 4** If the dispute is not settled at Stage 3, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

Every effort will be made to ensure that the processes contained in stages 1, 2 and 3 above will be completed within five working days.

## **14. CODE OF CONDUCT**

- 14.1.** The Authority recognises that our most valuable asset lies within its human resources. The human resources have a significant influence on the level and quality of service, the economics within which the services is provided and the viability of the organisation now and into the future.
- 14.2.** In recognition of their value and contribution to the Authority, the following principles of conduct shall be afforded to all employees.
- 14.2.1.** Employment and promotion shall be based on the proper assessment of merit
- 14.2.2.** Power with regard to personnel management shall not be exercised on the basis of nepotism and patronage
- 14.2.3.** Employees shall be treated fairly, consistently and with dignity and shall not be subjected to arbitrary or capricious acts or omissions
- 14.2.4.** There shall be no unlawful discrimination against employees or persons seeking employment
- 14.2.5.** Employees shall be afforded equal opportunities to secure promotion and advancement in their employment
- 14.2.6.** Employees shall be employed in worthwhile and constructive employment and be afforded proper access to training and development
- 14.2.7.** Employees shall be provided with safe, healthy and satisfying work environments which are free from harassment or intimidation and
- 14.2.8.** Employees shall be remunerated at rates commensurate with their responsibilities.
- 14.3.** In return the following principles of conduct shall be observed by all employees:
- 14.3.1.** Employees shall comply with the Fleurieu Regional Waste Authority's Code of Conduct for employees
- 14.3.2.** Employees shall comply with all statutes and legislation impacting on their employment in addition to Authority's policies and procedures
- 14.3.3.** Employees shall be conscientious in their performance and scrupulous in the use of official information, equipment and facilities
- 14.3.4.** Employees shall in their dealings with members of the Authority and community, clients, fellow employees, exercise proper courtesy, consideration and sensitivity

## **15. BEST PRACTICE**

The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing to adopt improved methods and technology.

The parties are committed to implementing change (including technological) to improve work processes.

Individual teams shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through consultation and agreement between management and the teams. Where required, either party may refer the matter to be dealt with through the SBU.

The parties acknowledge that there is a need to redesign jobs (in particular where out-dated management and work practices exist) with a view to improving the level of productivity.

As part of work redesign, a skills audit will be undertaken and Job Descriptions incorporating performance indicators and output measures will be developed and agreed with the appropriate employee within the team context. Authority, accountability and responsibility will be clearly defined.

Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient workforce.

The parties confirm their intention that employees may be required to perform any duties/responsibilities for the relevant classification (or at a lower level). Provided however, that the employee has the necessary skills to reasonably and safely carry out the required tasks, and that the performance of lower level duties will not be required of an employee as a result of disciplinary measures.

The parties recognise that ancillary driving duties (which may be required as part of the employees position) should be considered to be a normal duty attached to any of the gradings under the new structure. Provided however, that the parties recognise that some positions within Authority will not include a driving requirement.

The parties recognise that in accordance with the Award, Clause 2.2, the Authority may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

Work teams will be expected to undertake a pro-active role in work planning with management providing the mechanism for this to occur.

## **16. ORGANISATION STRUCTURE**

Both parties agree that the organisational structure developed for the future must ensure optimum productivity is achieved. Optimum means the best achievable outcomes recognising all circumstances.

It is further recognised that teamwork is the key to introducing productivity improvements in the future. This will result in employees working in both functional and cross-functional teams from time to time. Functional teams are teams formed from within the same functional area whereas cross functional teams involve employees from different functional areas formed to address specific or particular issues.

Both parties are committed to the concept of self-directing work teams as a means of increasing employee job satisfaction, productivity, safety, and employment security. It is recognised that the introduction of this concept will have a significant impact on the role of jobs and will aim at increased autonomy for employees in the way they undertake their work. It will also result in a need for an increased level of flexibility of staff to perform a range of duties at a higher, and at times, a lower level. The concept aims to empower work teams to make operational decisions which affect their day-to-day work in providing improved service to the local community without the necessity to refer to a higher level of authority.

## **17. TRAINING**

The parties recognise that the achievement of increased efficiency, productivity and contestability for Authority requires that employees effectively utilise the training provided to them and that training will be provided on the basis of appropriateness and identified needs.

Authority has a commitment to the on-going training of its employees and development of a multi-skilled workforce.

The parties of this Agreement recognise that a commitment to training and skill development is essential to increase the productivity and efficiency of the Authority and to enhance career development of the employees. The parties agree to consider and/or adopt appropriate national standards in the development of training skills programs for the employees.

## **18. CHANGE MANAGEMENT**

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both employees and the Authority. For the purposes of the Agreement, change includes but is not limited to any of the following:

- Change to work practices
- Introduction of new technology and equipment
- Change in the workforce size and/or structure
- Resource sharing
- Consideration of alternative service delivery

As soon as change is considered, there will be consultation involving all Parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change. The Enterprise Bargaining Committee shall serve as the appropriate consultative forum to deal with the introduction of change.

## **19. PAY INCREASES**

The wage adjustments to apply throughout the operation of this Agreement are as follows :

- An increase of 4% effective from the first full pay period commencing on or after 1 January 2012
- An increase of 4% from the first full pay period commencing on or after 1 January 2013
- An increase of 4% from the first full pay period commencing on or after 1 January 2014

## **20. FLEXIBLE WORKING HOURS**

**20.1.** At all times Occupational Health Safety and Welfare is not to be compromised due to the lack of daylight or any other reason. The Authority will operate under the philosophy of logical completion of a job with the aim of continuing work where completion is practical on that day.

### **20.2. All Employees**

**20.2.1.** The ordinary hours of work for employees covered by the Agreement are 38 hours per week or 76 hours per fortnight.

**20.2.2.** By mutual agreement the ordinary hours of work, within the agreed span of hours, may be changed to meet the operational needs regarding special projects, seasonal work, peak work periods, and completion of daily work.

**20.2.3.** Regular arrangements regarding rostered hours of work must be documented in writing. Employees will not unreasonably withhold any agreement to work flexible hours in accordance with these provisions.

### **20.3. Landfill Employees.**

**20.3.1.** The span of flexible hours of work will be between Wednesday and Tuesday (inclusive) from 6.00am to 6:00pm, working up to 10.5 hours per day.

**20.3.2.** Ordinary hours will be worked within a two (2) week cycle. Landfills will be closed Christmas Day, Proclamation Day, New Years Day and Good Friday and single time for these days will be paid to the rostered employees.

### **20.4. Waste Collection Employees.**

**20.4.1.** The span of flexible hours of work will be between Wednesday and Tuesday (inclusive) from 5.00am to 6:00pm, working up to 10.5 hours per day. The span of flexible hours of

work for employees engaged on waste collection duties may be varied by mutual agreement between the employer and majority of employees or individual employee engaged on such work as appropriate.

**20.4.2.** Ordinary hours will be worked within a two (2) week cycle. Collections will not be made on Christmas Day and New Years Day and single time will be paid for these days to the rostered employees. In the event that an employee works on either of these days, then payment will be made in accordance with Clause 7.6 Public Holidays, of the Award.

## **20.5. TOIL**

**20.5.1.** Time off in lieu (TOIL) on an equal time for time basis will accrue each month for additional work performed under these provisions.

**20.5.2.** All TOIL shall be taken during the month immediately following its accrual or paid on a single time basis at the completion of that month.

**20.5.3.** The TOIL shall be taken by mutual agreement in blocks equivalent to no less than full multiples of normal daily hours.

**20.5.4.** In the event that an individual has not accrued the equivalent of one day as TOIL, then by mutual agreement, these hours may be carried forward to the following month.

**20.5.5.** The employer shall make suitable arrangements to advise employees of their TOIL credits on a monthly basis.

**20.5.6.** A calendar shall be maintained for employees to record their preferred dates to take TOIL.

## **21. WAGES**

**21.1.** Positions will be created based on the classification structure in the attached wages schedule, with a salary which includes payment of non- worked Public Holidays. The rate includes the ordinary time rate which would normally apply for a non worked gazetted holiday.

**21.2.** The Australian Workers' Union undertakes that during the period of operation of this Arrangement, there shall be no further wage increase sought, or granted, except for those provided under future Enterprise Agreements.

## **22. START ON SITE**

**22.1.** To facilitate flexibility in the arrangement of work and to ensure service quality, employees may be rostered for work at any of the Authority's work sites. The parties recognise that significant productivity improvements may be achieved by employees being able to work at each Authority site and by employees starting on site.

**22.2.** In the event that an employee is rostered to commence at a site other than the 'normal home work site' then the employee will receive payment of kilometre allowance, based on the rate permitted by the Australian Taxation Office, for kilometres travelled in addition to usual kilometres travelled from home to 'normal home work site'.

**22.3.** This provision will not apply in circumstances where a work vehicle is being supplied.

## **23. REGULAR PART-TIME EMPLOYEES**

### **Part-time**

Any employee employed on less than a full-time basis may be engaged as a part-time employee.

Where a part-time employee agrees such employee may work up to 76 hours per fortnight within the normal span of hours without attracting overtime. All work performed in excess of 76 hours per fortnight to be paid at the appropriate overtime rate and work performed out of the normal span of hours to attract a penalty.

By mutual agreement the employee shall be given a minimum of 24 hours notice of the requirement to work additional hours and shall be engaged for no less than one additional hour or in situations where the employee is required to work on an additional day the term of engagement shall be no less than 3 hours.

Adjustments to all entitlements to be made proportionate to the additional hours worked over the officer's contractual hours of duty.

Upon engagement, the employer and employee shall record in writing the working days and hours which are to constitute the employees normal rostered hours arrangement.

### **Job Sharing**

Employees seeking to work less than a full-time basis may seek agreement to share one position on the following terms:

- There is no interruption to work processes and standards
- Employees sharing a position will have identical skill sets
- There is genuine agreement between employees to the sharing of one job

The continuation of the job share arrangement will be reviewed after an initial trial period of six months.

Subject to the above review, the job share arrangement will continue for an extended period up until either party is unable to work or fails to satisfy the job share agreement requirements, in which case the Authority reserves the right to revert the position to full time.

Where concerns arise regarding the operational effectiveness of the job share arrangement, the supervisor or the Executive Officer will conduct a meeting to determine whether the

arrangement should be terminated, or other arrangements can be put in place to resolve the issues.

## **24. SICK / FAMILY LEAVE**

**24.1.** Subject to the following conditions an employee may access his/her sick leave entitlement for reasons of personal sickness or immediate family sickness or need.

**24.1.1.** There shall be no change to the sick leave entitlement for full-time employees (10 days or 76 hours per annum) – nor any change to the accrual of unused sick leave from year to year.

**24.1.2.** An employee may be permitted up to five (5) days per annum from his/her sick leave entitlement for family need.

**24.1.3.** Whenever possible leave under 24.1.2 hereof shall be sought and approved prior to the actual taking of the leave. Where the family leave coincides with a weekend or (in particular) a long weekend the Manager may require some proof regarding the circumstances necessitating the absence.

**24.1.4.** A medical certificate and/or other reasonable evidence will be required to be produced (to qualify for payment for the absence) in respect of personal sick leave taken in excess of one day, and for single day absences taken to coincide with a weekend or long weekend.

**24.1.5.** Provided however that management reserves the right to require a medical certificate or other reasonable evidence for single day absences if considered necessary.

## **25. ABSORPTION OF ALLOWANCE**

The following allowances provided for under Schedule 5 and 6 of the Local Government (SA) Employees Award are to be included in the new rates of pay negotiated through this Agreement:

- Disability Allowances
- Burning Off Grass
- Cleaning Public Lavatories
- Handling Money on Behalf of Employer
- Removal of Dead Animals
- Confined Spaces
- Portable Wood Chipping Machine
- Fertiliser Spreading
- Toxic Substances
- Height Allowance
- Wet Work
- Work in Rain
- Rockbuster

- Tool Allowance
- Driving and Towing Allowance

## **26. ON CALL ALLOWANCE**

This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.

For the purposes of this clause availability means a situation where the employer specifically directs an employee to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours, and provided that the employee is available to do so.

An employee instructed to be available for duty shall receive, in addition to the salary otherwise payable, the rate of \$20.00 per day. The on call allowance will be increased in accordance with the percentage increases outlined in the Wage Schedule.

The provisions of this clause shall apply other than where alternative arrangements are mutually agreed by the employer and the employee and recorded in writing.

## **27. NO FURTHER CLAIMS**

The Australian Workers Union undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

This Enterprise Agreement shall not preclude increases granted by the Australian Fair Pay Commission (or its successor) for economic adjustment purposes from being accessed by those covered by this Agreement. A decision of the Australian Fair Pay Commission (or its successor) must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

## **28. NOT TO BE USED AS A PRECEDENT**

This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Authority or work place and shall not be used for any party in any tribunal or Industrial Commission.

## **29. ANNUAL LEAVE LOADING**

Annual leave loading has been annualised into the wage rates provided for under this Agreement.

## **30. ELECTRONIC FUNDS TRANSFER**

Wages will be paid directly into employee accounts by means of electronic funds transfer.

### **31. FIXED TERM CONTRACTS AND CASUALS**

The Agreement provides for Fixed Term Contracts of Employment for up to 3 years for new employees. No more than 20% of employees to be on contracts.

At the expiration of the contract and ongoing employment is offered it will be as a permanent member of staff.

#### **Casuals**

The Parties recognise that the practice of employing full time employees from casuals who have had at least 12 calendar months with the employer, provided the employer provide adequate opportunity for assessment, no probationary period will apply for such employees when appointed to a full time position.

### **32. INCOME PROTECTION**

The Authority will provide Group Personal Accident and Illness Insurance through the Local Government Income Protection Fund for all employees covered by this Agreement.

The Authority will provide extended Journey Insurance through Local Government Risk Services for all employees covered by this Agreement.

### **33. EMPLOYMENT SECURITY**

- 33.1.** The Authority needs to meet changing customer and operational needs through the flexible deployment of its human resources. The Authority is committed to ensuring security of employment and as such supports the principle of 'no forced redundancies' and there shall be no forced redundancies of permanent employees during the life of this Agreement.
- 33.2.** The means of adjustment in those situations where organisational change results in positions being no longer required, will be dealt with via natural attrition or in one of the following ways:
  - 33.2.1.** Redeployment to a position of the same classification level
  - 33.2.2.** Redeployment to a position of a lower classification level with maintenance of income
  - 33.2.3.** Voluntary Separation Package

### **33.3. Redeployment**

The goal of redeployment is not to place the employee in any job, but rather to place them in an appropriate job which is consistent with the employee's skills and abilities. Where organisational change results in positions being no longer required, occupants of the position(s) will be dealt with in one of the following ways:

**33.3.1.** Make an offer of a permanent position at the same classification level, or if no such position is available;

**33.3.2.** Make an offer of a permanent position at a lower classification level with income maintenance to be maintained.

**33.3.3.** Option one must be accepted within six (6) months from the date offered. Should the lower classified position be accepted, income maintenance will commence from the date of acceptance.

**33.4.** The Authority will provide the necessary training or re-training to enable a redeployed employee to take up an appropriate permanent position in the organisation. The training program shall be agreed between the employee and the relevant manager prior to acceptance of the job offer.

### **33.5. Employees Seconded from Councils on 1 December 2010**

In the event of redundancy of such employee the Authority also will investigate the potential of redeployment to a position with that employee's previous home Council.

### **33.6. Voluntary Separation Package**

In the event of there being no position available or the permanent employee does not accept the offer of a new position at the end of six months then a minimum voluntary separation package will be negotiated on the following basis:

**33.6.1.** Four week's notice, or payment in lieu of such period of notice. In the event that the employee is over 45 years of age, then one additional week's notice will be provided.

**33.6.2.** A redundancy payment at the rate of three weeks wage per year of completed continual service with the Authority. Continuity of service for an employee seconded from a Council on 1 December 2010 will include eligible service with such Council.

In the event of redundancy of such an employee, the Authority also will investigate the potential of redeployment to a position with that employee's previous home Council.

**33.6.3.** Pro rata Long Service Leave will be payable after seven years service.

**33.6.4.** The payments described herein will be made subject to the employee meeting the terms and conditions set out in Clause 33.7 below.

**33.7.** The terms and condition of the Voluntary Separation Package will include:

**33.7.1.** The employee resigning from all positions in which he/she is employed by the Authority.

**33.7.2.** The employee, having notified the Executive Officer of each and every injury or disability which they could reasonably be aware of and believes were, or could have been sustained by them during the period of employment with the Authority.

**33.7.3.** The employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment.

**33.7.4.** The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act.

**33.7.5.** The employee understands that he/she will not be eligible for re-employment with the Authority for a period of at least three years from the date of resignation.

#### **34. PERFORMANCE MANAGEMENT**

**34.1.** The Parties agree that performance management will occur in the workplace through the establishment of management systems of accountability. From time to time formal disciplinary procedures may need to be implemented where the Authority's managers/supervisors consider that an employee's poor performance must be addressed.

**34.2.** Prior to any decision to implement formal disciplinary procedures, the poor performance generally will have been informally addressed (either verbally or in writing) with the employee and, where there has been little or no improvement in performance, the formal disciplinary process may be implemented.

**34.3.** The formal disciplinary process may lead to termination of employment if performance deficiencies are not rectified.

**34.4.** The following procedure outlines the steps for implementation of formal disciplinary process:

##### **34.4.1. Step 1 - First Formal Warning**

- The employee will be notified of time and date of the formal counselling meeting, including advice of who will be present at the meeting, the purpose of the meeting and his right to representation

- At the meeting the employee will be made fully aware of the matters of concern, and given a clear understanding of the steps that will need to be taken for performance to be improved
- The employee will be made aware of the seriousness of the situation and that the formal action may lead to termination should performance not improve
- Strategies will be jointly developed to remedy the shortcomings in performance and provide support and guidance to the employee
- A date will be set for a review of performance
- Notes of the counselling meeting will be kept and filed on the Employee's personnel record, and the employee will receive written confirmation of the first warning, the improvements that need to be made, and the strategies adopted.

#### **34.4.2. Step 2 - Review / Second Formal Warning**

- At review the employee's performance may have improved to a degree that there will be no need for any further process. In this case the improvement will be recorded
- However, if the employee's performance has not improved and the matters of concern addressed at the first meeting have not been addressed then once again
  - the employee will be made fully aware of the matters of concern, and given a clear understanding of the steps that will need to be taken for performance to be improved
  - The employee will be made aware of the seriousness of the situation and that the formal action may lead to termination should performance not improve
  - Strategies will be jointly developed to remedy the shortcomings in performance and provide support and guidance to the employee
  - A date will be set for a review of performance
  - Notes of the counselling meeting will be kept and filed on the Employee's personnel record, and the employee will receive written confirmation of the first warning, the improvements that need to be made, and the strategies adopted.

#### **34.4.3. Step 3 - Review / Final Outcome**

- As with Stage 2 the employee's performance may have improved to such a degree that there will be no need for any further formal process. In this case the improvement will be recorded
- Performance may have improved, however it is viewed that ongoing formal process should be left in place, and further review date established
- Should it be determined that performance has not improved and termination of employment is warranted, then the employee will be made fully aware of the matters regarding performance which have led to termination
- Termination of employment will be confirmed in writing.

### **35. LONG SERVICE LEAVE**

The Employee is entitled to long service leave under the provisions of the South Australian Long Service Leave Act, 1987.

## **36. SALARY SACRIFICE**

Subject to the following conditions, an employee may apply to the Authority to salary sacrifice part of their salary.

- 36.1.** As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 36.2.** The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.
- 36.3.** Any such arrangement shall be by mutual agreement between each individual employee and the Authority, provided that approval by the Authority shall not be unreasonably withheld.
- 36.4.** The arrangements made may only apply to future salary arrangements and cannot be retrospective.
- 36.5.** The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to payroll officers, and an employee can elect to vary the amount of salary sacrifice paid to the Local Super scheme to a maximum of two times during a financial year.
- 36.6.** The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 36.7.** The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in Appendix 1.
- 36.8.** Employees may use salary sacrifice to:
  - 36.8.1.** Make additional contributions to the Local Government Superannuation Scheme. The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be salary sacrificed up to a maximum of 80%, together with a statement that the paid out 'cash' component is adequate for their ongoing living expenses.

**37. SIGNATURES**

**Signed for and on behalf of the Fleurieu Regional Waste Authority**

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Witness

**Signed for and on behalf of the Single Bargaining Unit  
representing the Australian Workers Union, South Australian Branch**

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Witness

**Wages Schedule.**

Classification	Grading	Annual Rate	Hourly Rate		Annual Rate	Hourly Rate		Annual Rate	Hourly Rate		Annual Rate	Hourly Rate
Effective Date (first full pay period on or after 1 December 2011)					1 January 2012			1 January 2013			1 January 2014	
		(inclusive of leave loading and allowances)			(inclusive of leave loading and allowances)			(inclusive of leave loading and allowances)			(inclusive of leave loading and allowances)	
					Annual Increase:	4%		Annual Increase:	4%		Annual Increase:	4%
Site Operator – Team Member (Entry Level)	Grade 1	\$41,500	\$ 21.00		\$43,160	\$ 21.84		\$44,886	\$ 22.72		\$46,682	\$23.62
Site Operator - Team Member	Grade 2.1	\$43,770	\$ 22.15		\$45,521	\$ 23.04		\$47,342	\$ 23.96		\$49,235	\$24.92
	Grade 2.2	\$44,200	\$ 22.37		\$45,968	\$ 23.26		\$47,807	\$ 24.19		\$49,719	\$25.16
	Grade 2.3	\$44,640	\$ 22.59		\$46,426	\$ 23.49		\$48,283	\$ 24.43		\$50,214	\$25.41
Solo Site Operator - Entry Level Driver - Entry Level	Grade 3	\$45,843	\$ 23.20		\$47,677	\$ 24.13		\$49,584	\$ 25.09		\$51,567	\$26.10
Solo Site Operator Driver	Grade 4.1	\$48,332	\$24.46		\$50,265	\$25.44		\$52,276	\$26.46		\$54,367	\$27.51
	Grade 4.2	\$48,815	\$24.70		\$50,768	\$25.69		\$52,798	\$26.72		\$54,910	\$27.79
	Grade 4.3	\$49,300	\$24.95		\$51,272	\$25.95		\$53,323	\$26.99		\$55,456	\$28.06
Leading Hand	Grade 5.1	\$50,780	\$25.70		\$52,811	\$26.73		\$54,924	\$27.80		\$57,121	\$28.91
	Grade 5.2	\$51,290	\$25.96		\$53,342	\$26.99		\$55,475	\$28.07		\$57,694	\$29.20
	Grade 5.3	\$51,800	\$26.21		\$53,872	\$27.26		\$56,027	\$28.35		\$58,268	\$ 29.49
Site Supervisor	Grade 6.1	\$53,488	\$27.07		\$55,628	\$28.15		\$57,853	\$29.28		\$60,167	\$30.45
	Grade 6.2	\$54,020	\$27.34		\$56,181	\$28.43		\$58,428	\$29.57		\$60,765	\$30.75
	Grade 6.3	\$54,560	\$27.61		\$56,742	\$28.72		\$59,012	\$29.86		\$61,373	\$31.06

**Note:**  
Annual increment progression is subject to an employee meeting agreed performance outcomes of a performance management plan, if applicable.