



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

FLEURIEU REGIONAL WASTE AUTHORITY AGREEMENT 2017

File No. 1223 of 2018

This Agreement shall come into force on and from 2 April 2018 and have a life extending for a period of 36 months therefrom.

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



DATED 2 APRIL 2018.

COMMISSIONER AIKENS

FLEURIEU REGIONAL WASTE AUTHORITY

2017 FLEURIEU REGIONAL WASTE AUTHORITY ENTERPRISE BARGAINING AGREEMENT
(2017 FRWA EBA)

No	Content of the 2017 FRWA EBA
1.	<p><u>TITLE</u></p> <p>This Agreement shall be known as Fleurieu Regional Waste Authority Agreement 2014.</p>
2.	<p><u>ARRANGEMENT</u></p> <ol style="list-style-type: none"> 1 Title 2 Arrangement 3 Definitions 4 Application 5 Period of Operation 6 Relationship to Current Award 7 Employment Relationships 8 Intent and Objectives 9 Consultative Mechanism 10 Employee Relations 11 Employee Protection 12 Workplace Health and Safety and Injury Management 13 Dispute Settlement Procedure 14 Code of Conduct 15 Best Practice 16 Organisation Structure 17 Training 18 Change Management 19 Pay Increases 20 Flexible Working Hours 21 Wages 22 Start on Site 23 Regular Part Time Employees 24 Personal Leave 25 Absorption of Allowances 26 Call Out and On Call Allowance 27 No Further Claims 28 Not to be Used as a Precedent 29 Annual Leave 30 Electronic Funds Transfer 31 Employment Categories 32 Income Protection 33 Employment Security

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3.	<p><u>DEFINITIONS</u></p> <p>For the purposes of this Agreement:</p> <ul style="list-style-type: none"> - 'Authority' means Fleurieu Regional Waste Authority - 'Award' means the Local Government Employees (SA) Award - 'Employer' means The Fleurieu Regional Waste Authority - 'Union' means the Amalgamated AWU (SA) State Union - '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 2014 - '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 - 'Manager' means person appointed in charge of a business unit - 'Regular FRWA Worksite' means an Authority work site at which an employee was regularly employed prior to transfer from Councils on 1 December 2011 - Supervisor means person appointed to supervise a work area - 'WRD' means Waste and Recycling Depot
4.	<p><u>APPLICATION</u></p> <p>This Agreement shall be binding upon the Fleurieu Regional Waste Authority (the employer); the Amalgamated AWU (SA) State Union (the Union) and all employees of the Fleurieu Regional Waste Authority employed pursuant to the Local Government Employees Award.</p>
5.	<p><u>PERIOD OF OPERATION</u></p> <p>This Agreement shall operate from the date of approval and remain in force until 30 November 2020. This Agreement will be reviewed and negotiated during the final 6 months of its operation.</p>
6.	<p><u>RELATIONSHIP TO CURRENT AWARD</u></p> <p>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.</p> <p>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.</p>

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7.	<u>EMPLOYMENT RELATIONSHIPS</u>
7.1.	All employees shall be on a probation period of 3 months and during the 3 month period employees will be assessed with feedback provided to the employee during the 3 month period. If the probation period needs to be extended beyond 3 months the employee will be advised of the extension prior to the initial 3 months period ending.
7.2.	Where relevant the employer will provide adequate training.
7.3.	FRWA 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 fulfil duties that fall at or below their pay rate.
8.	<p data-bbox="343 589 619 622"><u>INTENT AND OBJECTIVES</u></p> <p data-bbox="343 645 1323 745">The economic health of the Authority and the wellbeing of all depend on the success of a shared commitment to prepare for the future and a more competitive environment.</p> <p data-bbox="343 768 1323 969">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.</p> <p data-bbox="343 992 1323 1048">The aims and objectives of this agreement will be achieved by addressing such matters as:</p> <ul data-bbox="343 1070 1323 1910" style="list-style-type: none"> - 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

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	Agreement can be trialled through consultation and agreement of the parties
	- ensuring adherence to the Award, this Agreement and all statutory provisions.
9.	<u>CONSULTATIVE MECHANISM</u>
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.	Two employee representative elected by employees of the Authority.
9.2.3.	The State Secretary of the Amalgamated AWU (SA) State Union (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.
9.4.	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.	<u>EMPLOYEE RELATIONS</u> The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation. 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.

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	3 above will be completed within five working days.
14.	<u>CODE OF CONDUCT</u>
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.	<p><u>BEST PRACTICE</u></p> <p>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.</p> <p>The parties are committed to implementing change (including technological) to improve work processes.</p> <p>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.</p>

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	<p>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. Additionally, FRWA may take on new service deliveries as directed by its Constituent Councils.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Work teams will be expected to undertake a pro-active role in work planning with management providing the mechanism for this to occur.</p>
16.	<p><u>ORGANISATION STRUCTURE</u></p> <p>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.</p> <p>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.</p> <p>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.</p>

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17.	<p><u>TRAINING</u></p> <p>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.</p> <p>Authority has a commitment to the ongoing training of its employees and development of a multi- skilled workforce.</p> <p>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.</p>
18.	<p><u>CHANGE MANAGEMENT</u></p> <p>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:</p> <ul style="list-style-type: none"> • 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 • Permanent change to hours of work <p>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 Single Bargaining Unit shall serve as the appropriate consultative forum to deal with the introduction of change.</p>
19.	<p><u>PAY INCREASES</u></p> <p>The wage adjustments to apply throughout the operation of this Agreement are as follows:</p> <ul style="list-style-type: none"> • An increase of 2% effective from the first full pay period commencing on or after 1 January 2018 • An increase of 2.1% from the first full pay period commencing on or after 1 January 2019 • An increase of 2.2% from the first full pay period commencing on or after 1 January 2020
20. 20.1.	<p><u>FLEXIBLE WORKING HOURS</u></p> <p>At all times Workplace Health and Safety 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.</p>

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20.2.	<u>All Employees</u>
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.	<u>Waste and Recycling Depot Employees.</u>
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. WRDs will be closed on Christmas day, Boxing Day, New Year's Day and Good Friday, unless otherwise required by Service Level Agreements with Councils, 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 Cluse 7.6 of the Award.
20.4.	<u>Waste Collection Employees, Septic Tank Cleaner and Street Cleaner</u>
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. Such span of hours of work for employees engaged on waste collection duties may be varied to permit commencement of work prior to 5.00am by mutual agreement in writing between the employer and majority of employees or an 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 Year's Day, unless otherwise required by Service Agreements with Councils, 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	<u>Mechanic</u>
20.5.1	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. Such span of hours of work for employees supporting waste collection duties may be varied to permit commencement of work prior to 5.00am by mutual agreement in writing between the employer and majority of employees or an individual employee engaged on such work as appropriate
20.5.2	Ordinary hours will be worked within a two (2) week cycle. Collections will not be made on Christmas Day and New Year's Day, unless otherwise required by Service Agreements with Councils, 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.

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20.5	<u>TOIL</u>
20.5.1	Employees who work more than 76 hours per fortnight in line with clause 20.2.2 may choose to accrue these hours as time off in lieu (TOIL) on a single time basis, as an alternative to payment
20.5.2	A maximum of 7.60 hours TOIL may be accrued in any fortnightly pay period to be taken by mutual agreement within three months.
20.5.3	Application to take TOIL must be made via the FRWA Application for Leave form and approved by the employee supervisor or manager.
20.5.4	Any TOIL carried forward and not taken within three months of accrual, will be paid out at single time in the next applicable fortnightly pay period.
20.5.5	TOIL accrual balances will be advised to staff each fortnight via their regular payslip.
21.	<u>WAGES</u>
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.	<u>START ON SITE</u>
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 'regular FRWA worksite' then the employee will receive payment of kilometre allowance as set out in the Award4 cylinder or less: 43.6 cents/km More than 4 cylinders: 56 cents/km, for kilometres travelled in addition to usual kilometres travelled from home to 'regular FRWA work site'.
22.3	This provision will not apply in circumstances where a work vehicle is being supplied.
23.	<u>REGULAR PART-TIME EMPLOYEES</u> 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.

No	Content of the 2017 FRWA EBA
	<p>Adjustments to all entitlements to be made proportionate to the additional hours worked over the employee's contractual hours of duty.</p> <p>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. These hours may be varied by mutual agreement as per clause 20.2.2 to suit changing operational requirements</p> <p>Job Sharing</p> <p>Employees seeking to work less than a full-time basis may seek agreement to share one position on the following terms:</p> <ul style="list-style-type: none"> - 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 <p>The continuation of the job share arrangement will be reviewed after an initial trial period of six months.</p> <p>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.</p> <p>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.</p>
24.	<u>PERSONAL LEAVE</u>
24.1	Subject to the following conditions an employee may access his/her personal leave entitlement for reasons of personal sickness or sickness or to care for an immediate family member as defined in clause 7.5.1.2 of the Award
24.1.1	There shall be no change to the personal 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 in each year of continuous service from his/her personal 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 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.	<u>ABSORPTION OF ALLOWANCE</u> <p>The following allowance provided for under clause 5.3.1 and 5.3.2 of the Award of the Local Government (SA) Employees Award are to be included in the new rates of pay negotiated through this Agreement:</p>

No	Content of the 2017 FRWA EBA
	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.	<u>CALL OUT AND ON CALL ALLOWANCE</u>
26.1	<p>Call Out</p> <p>Monday to Friday</p> <p>An employee <u>called-out</u> to work on a day other than one on which he is rostered to work, will be paid for a minimum of 3 hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the employee, if required to work for 2 hours or more, will be paid for a minimum of 4 hours work calculated at one and a half times the ordinary prescribed rate for the first 3 hours and at double the ordinary prescribed rate thereafter.</p> <p>Saturdays</p> <p>An employee <u>called out</u> to work on a Saturday, will be paid for a minimum of 3 hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the employee, if required to work for 2 hours or more, will be paid for a minimum of 4 hours work calculated at one and a half times the ordinary prescribed rate for the first 3 hours and at double the ordinary prescribed rate thereafter.</p>

No	Content of the 2017 FRWA EBA
26.2	<p>Sundays</p> <p>An employee <u>called out</u> to work on a Sunday, will be paid for a minimum of 3 hours work calculated at two times the ordinary prescribed rate for each time so called out. Provided that the employee, if required to work for 2 hours or more, will be paid for a minimum of 4 hours work calculated at two times the ordinary prescribed rate for the first 3 hours and at double the ordinary prescribed rate thereafter.</p> <p>Overlapping Call-Outs</p> <p>Each call-out stands alone provided however that where an employee is notified of a subsequent call-out prior to returning to his/her place of residence (after performing the first call-out), the total time taken will be treated as a single call-out.</p> <p>On Call Allowance</p> <p>This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.</p> <p>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.</p> <p>An employee instructed to be available for duty shall receive, in addition to the salary otherwise payable, the rate of \$23.00 per day. The on call allowance will be increased in accordance with the percentage increases outlined in the Wage Schedule.</p> <p>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.</p>
27.	<p><u>NO FURTHER CLAIMS</u></p> <p>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.</p>
	<p>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.</p>
28.	<p><u>NOT TO BE USED AS A PRECEDENT</u></p> <p>This Agreement represents a compromise on the part of all parties 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.</p>
29. 29.1	<p><u>ANNUAL LEAVE</u></p> <p>Annual Leave</p> <p>Annual leave shall be taken in one continuous period unless otherwise agreed by the employer. Annual leave equivalent to one week or greater only will attract payment of average penalties earned by the employee during the preceding twelve months.</p>

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29.2	<p>Annual Leave Loading</p> <p>Annual leave loading has been annualised into the wage rates provided for under this Agreement.</p>
30.	<p><u>ELECTRONIC FUNDS TRANSFER</u></p> <p>Wages will be paid directly into employee accounts by means of electronic funds transfer.</p>
31.	<p><u>EMPLOYMENT CATEGORIES</u></p> <p>The importance of a flexible workforce enabling the Authority to respond to changing community demands is acknowledged.</p> <p>It is recognized that the Authority's workforce will need to comprise a mixture of employment categories.</p> <p>The parties agree that it is important to ensure that job security (important for employee morale and productivity) is balanced against a need for flexibility in employment (critical for Authority to address changes in operational demands). Consequently, the following arrangements will be in place for the life of this Agreement:</p> <ul style="list-style-type: none"> • A permanent employee may be employed full time or part time on a regular and ongoing basis. • A fixed term employee maybe employed full time or part time, but the employment is subject to an end date that is agreed in advance. • Fixed term employment will only be offered new or casual employees for a term of up to three years. • A casual employee is engaged and paid on an hourly basis; the minimum engagement for a casual is 2 consecutive hours. Casual employees have no guarantee of regular, systematic or ongoing employment, but receive the casual loading outlined in the Award. • If a casual employee meets the eligibility requirements in clause 4.2.4.7.1 of the Award, has been engaged for at least one year of continuous service, and is not primarily engaged to backfill a long term absence, the Authority will offer the casual fixed term employment for a minimum of 1 year. • At any point in time, fixed term employees and casual employees will not make up more than 30% of all of the Authority's employees.
32.	<p><u>INCOME PROTECTION</u></p> <p>The Authority will provide Group Personal Accident and Illness Insurance through the Local Government Income Protection Fund for all employees covered by this Agreement.</p> <p>The Authority will provide extended Journey Insurance through Local Government Risk Services for all employees covered by this Agreement.</p> <p>Employees when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.</p>

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33.	<u>EMPLOYMENT SECURITY</u>
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	<u>Redeployment</u>
	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	<u>Voluntary Separation Package</u>
	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:
33.5.1.	Four weeks' 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.
33.5.2.	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.
33.5.3.	The Employee is entitled to long service leave under the provisions of the South Australian Long Service Leave Act, 1987.
33.5.4.	The payments described herein will be made subject to the employee meeting the terms and conditions set out in Clause 33.6 below.

No	Content of the 2017 FRWA EBA
33.6	The terms and condition of the Voluntary Separation Package will include:
33.6.1	The employee resigning from all positions in which he/she is employed by the Authority.
33.6.2	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.
33.6.3	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.
33.6.4	The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act.
33.6.5	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.	<u>PERFORMANCE MANAGEMENT</u>
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 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	<u>Step 1 - First Formal Warning</u> <ul style="list-style-type: none"> • 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.

No	Content of the 2017 FRWA EBA
34.4.2	<p><u>Step 2 - Review / Second Formal Warning</u></p> <ul style="list-style-type: none"> • 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	<p><u>Step 3 - Review / Final Outcome</u></p> <ul style="list-style-type: none"> • 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.
34.4.4	<p><u>Step 4 – Written Warnings / Serious and Wilful Misconduct</u></p> <p>However, despite the process outlined above:</p> <ul style="list-style-type: none"> • If the conduct or performance is sufficiently serious, the Authority may consider it appropriate to skip one or more steps in the process, and may do so; and • Nothing in the performance management process prevents the Authority from immediately terminating an employee who has engaged in serious and wilful misconduct.
35.	<p><u>LONG SERVICE LEAVE</u></p> <p>The Employee is entitled to long service leave under the provisions of the South Australian Long Service Leave Act, 1987.</p>
36. 36.1	<p><u>SUPERANNUATION</u></p> <p>Superannuation</p> <p>The parties agree that the Statewide Super fund will be the default superannuation fund for employees. Employees will have the option of nominating (in writing) an alternative superannuation fund.</p> <p>The amount of employer superannuation contribution means:</p>

37 CLASSIFICATION DEFINITIONS

Classification	Grade	Requirements/Expectations of the role		
		Supervision	General Characteristics	Training/Qualifications
Site Operator – Team Member (Entry Level)	Grade 1	<ul style="list-style-type: none"> Supervision at this Grade is unlikely 	<ul style="list-style-type: none"> Limited skills required to perform tasks Manual tasks Limited training required Works under direction Developing as team member Developing customer service skills WHS awareness Sound customer service skills 	Training and Competencies: <ul style="list-style-type: none"> WHS Safe practices Manual Handling Specific work operations
Site Operator – Team Member	Grade 2	<ul style="list-style-type: none"> Supervision at this Grade is unlikely Employees may provide oversight and / or guidance to lesser experienced or skilled workers 	<ul style="list-style-type: none"> Experienced and skilled in the safe operation of plant and equipment required in the normal course of duty Multi-skilled worker Relevant operational training including OHSW Works effectively as a team member Capable of effectively working alone with minimal direction Sound customer service skills Understands organization culture Promotes FRWA image 	Training and Competencies: <ul style="list-style-type: none"> WHS Safe practices Manual Handling Specific work operations
Solo Site Operator - Entry Level Driver - Entry Level RACV and Street Sweeper	Grade 3	<ul style="list-style-type: none"> Employees may provide oversight and/or guidance to lesser experienced or skilled workers Employees may be directly responsible for the supervision and direction of other workers Those supervised 	<ul style="list-style-type: none"> All lower Grade characteristics Trades level knowledge, skill and workmanship May provide advice and support to supervisors/coordinators Train and oversee apprentices and trainees Provide assistance to lower grade employees 	Training and Competencies: <ul style="list-style-type: none"> WHS Safe practices Manual Handling Specific work operations Traffic Control Devices Trades Certificate

Classification	Grade	Requirements/Expectations of the role		
		Supervision	General Characteristics	Training/Qualifications
		would normally be within a single operational function e.g. construction, horticulture, trades etc. on site	<ul style="list-style-type: none"> Customer service skills are good High value team member Reliable to set priorities and effectively carry out own work program High level customer service 	
Solo Site Operator Driver RACV Driver Street Sweeper Mechanic	Grade 4	<ul style="list-style-type: none"> Employees may provide oversight and/or guidance to lesser experienced or skilled workers Employees may be directly responsible for the supervision and direction of other workers Those supervised <u>may</u> normally be within a trade based operational function 	<ul style="list-style-type: none"> All lower grade characteristics Experienced high level performance High value team member Reliable to set priorities and effectively carry out own work program All lower Grade characteristics High level of skills and performance using heavy plant and equipment High level competence and overall ability High level customer service 	Training and Competencies: <ul style="list-style-type: none"> WHS Safe practices Manual Handling Specific work operations Basic first line management Traffic Control Devices
Leading Hand	Grade 5	<ul style="list-style-type: none"> Substantial supervisory responsibilities May involve multi-operational requirements May involve project based operations May involve the supervision of contract work The number of supervised employees is unlikely to exceed 12 Employees who can supervise and report works 	<ul style="list-style-type: none"> All lower Grade characteristics Discretionary Grade having regard to organizational requirements and personal employee characteristics May provide assistance to senior officers in planning and strategic matters May produce reports and recommendations as an adjunct to functional role Capable of participating with management and make effective contribution Project supervision and special tasks involving initiative/complexity High level of skills and 	Training and Competencies: <ul style="list-style-type: none"> WHS Safe practices Manual Handling Specific work operations Basic first line management Traffic Control Devices Supervision / management training or courses Supervisors Certification or similar parallel industry equivalent

Classification	Grade	Requirements/Expectations of the role		
		Supervision	General Characteristics	Training/Qualifications
		activity, and are engaged in training to improve team leading skills	performance using heavy plant and equipment	
Site Supervisor	Grade 6	<ul style="list-style-type: none"> • All lower Grade features • High level supervisory and leadership skills • Manage all Site activities and supervise all staff and contractors 	<ul style="list-style-type: none"> • Discretionary Grade having regard to organizational requirements and personal employee characteristics • All types of site work; dealing with staff, contractors & suppliers • High level of skills and performance using heavy plant and equipment 	<p>Training and Competencies:</p> <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • Basic first line management • Traffic Control Devices <p>Advanced / Specialist training</p> <p>Plant & Vehicle Management base certification</p> <p>Trade and Post Trade Certification</p> <p>Regular updates to skills</p>
Workshop Coordinator	Grade 7	<ul style="list-style-type: none"> • All lower Grade features • High level supervisory and leadership skills • Coordinate all workshop activities and supervise mechanics and contractors providing services to workshop related activities 	<ul style="list-style-type: none"> • Discretionary Grade having regard to organizational requirements and personal employee characteristics • All types of workshop work; dealing with staff, contractors & suppliers • High level of skills and performance in relation to heavy plant and equipment 	<p>Training and Competencies:</p> <ul style="list-style-type: none"> • WHS • Safe practices • Manual Handling • Specific work operations • Basic first line management • Traffic Control Devices <p>Full qualification as a Diesel mechanic</p> <p>Advanced / Specialist training</p> <p>Regular updates to skills</p>

38. **SIGNATURES**

Signed for and on behalf of the Fleurieu Regional Waste Authority

Manica Wogart

.....
[Signature]

Witness

Signed for and on behalf of the Single Bargaining Unit
representing the Amalgamated AWU (SA) State Union

PETERLANDS-BRANCH SECRETARY

[Signature] 20/3/18

Gary Henderson

[Signature]

20/3/2018.

Witness

Wages Schedule as per 2017 EBA-

WAGES SCHEDULE - 2017 FRWA EBA								
		Year 1 - 2%		Year 2 - 2.1%		Year 3 - 2.2%		
Site Operator - Entry Level	Grade 1	\$52,031.22	\$ 26.33	\$53,123.88	\$ 26.88	\$54,292.60	\$ 27.48	
Site Operator - Team Member	Grade 2.1	\$54,876.00	\$ 27.77	\$56,028.40	\$ 28.35	\$57,261.02	\$ 28.98	
	Grade 2.2	\$55,415.58	\$ 28.04	\$56,579.31	\$ 28.63	\$57,824.05	\$ 29.26	
	Grade 2.3	\$55,967.40	\$ 28.32	\$57,142.72	\$ 28.92	\$58,399.86	\$ 29.55	
Solo Site Operator - Entry Level	Grade 3	\$57,475.98	\$ 29.09	\$58,682.98	\$ 29.70	\$59,974.00	\$ 30.35	
Driver Entry Level - RACV								
Driver Entry Level - Street Sweeper								
Solo Site Operator	Grade 4.1	\$60,596.16	\$ 30.67	\$61,868.68	\$ 31.31	\$63,229.79	\$ 32.00	
Driver - RACV	Grade 4.2	\$61,202.04	\$ 30.97	\$62,487.28	\$ 31.62	\$63,862.00	\$ 32.32	
Driver - Street Sweeper	Grade 4.3	\$61,809.96	\$ 31.28	\$63,107.97	\$ 31.94	\$64,496.34	\$ 32.64	
Mechanic								
Leading Hand	Grade 5.1	\$63,666.36	\$ 32.22	\$65,003.35	\$ 32.90	\$66,433.43	\$ 33.62	
	Grade 5.2	\$64,304.88	\$ 32.54	\$65,655.28	\$ 33.23	\$67,099.70	\$ 33.96	
	Grade 5.3	\$64,944.42	\$ 32.87	\$66,308.25	\$ 33.56	\$67,767.03	\$ 34.30	
Site Supervisor	Grade 6.1	\$67,060.92	\$ 33.94	\$68,469.20	\$ 34.65	\$69,975.52	\$ 35.41	
	Grade 6.2	\$67,728.00	\$ 34.28	\$69,150.29	\$ 35.00	\$70,671.59	\$ 35.76	
	Grade 6.3	\$68,405.28	\$ 34.62	\$69,841.79	\$ 35.35	\$71,378.31	\$ 36.12	
Workshop Coordinator	Grade 7	\$68,527.68	\$ 34.68	\$69,966.76	\$ 35.41	\$71,506.03	\$ 36.19	

Note:

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

APPLICATION FOR ENTERPRISE AGREEMENT



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Number

(SAET use only)

About this form

- This is the approved form for lodging an enterprise agreement for approval by SAET in accordance with the South Australian Fair Work Act 1994.
- This application should be lodged within 21 days after the agreement has been signed.
- Submitting an incomplete form (including any relevant supporting documents) may result in delays.
- A copy of this application is to be provided by the applicant to all other parties bound by the agreement (or their representatives).

TITLE OF PROPOSED AGREEMENT

2017 Fleurieu Regional Waste Authority Enterprise Bargaining Agreement (2017 FRWA EBA)

PERSON LODGING THE APPLICATION

For corporations/organisations, include a contact person name.

Organisation	Fleurieu Regional Waste Authority (FRWA)		
First name	Marina	Last name	Wagner
Email	Marina.wagner@frwa.com.au		
Telephone	0885557401	Mobile	0488197975
Address	Street 1	25b Hutchinson Street	
	Street 2	PO Box 2375	
	Suburb	Goolwa	State SA
	Postcode	5214	Country Australia

PART 1: ABOUT THE ENTERPRISE(S)

(i) Name(s) of Business(s) or Workplace(s) covered by this Agreement:

Fleurieu Regional Waste Authority (FRWA)
Outdoor staff: drivers and waste and recycling depot (WRD) workers

(ii) Address(es) at which the Businesses are carried out:

Goolwa WRD and drivers: Lot 1226 Port Elliot Road Goolwa
Strathalbyn WRD: Forrest Road, Strathalbyn
Yankalilla WRD: 2864 Inman Valley Road, Yankalilla
Kangaroo Island Resource Recovery Centre and drivers: Emu Bay Road, Kingscote

(iii) Type of Industry (or industries) covered by Businesses or Workplaces:

Local Government - Waste and Recycling Industry; kerbside waste collections, waste transport and operation of waste and recycling depots

PART 2: ABOUT THE EMPLOYER PARTIES TO THE AGREEMENT

(Note: If more than one, attach a separate sheet listing all employers and detailing the information sought below)

(i) Full name of employer:

Fleurieu Regional Waste Authority

(ii) Full Address:

Address	Street 1	25b Hutchinson Street		
	Street 2	PO Box 2375		
	Suburb	Goolwa	State	SA
	Postcode	5214	Country	Australia

(iii) Contact Person:

(someone with authority to speak about the agreement on behalf of the employer)

Title	<input type="checkbox"/> Mr <input checked="" type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other (specify):			
First name	Angela	Last name	Moore	
Email	Angela.moore@frwa.com.au			
Telephone	0885557403	Mobile	0448037783	
Address	Street 1	25b Hutchinson Street		
	Street 2	PO Box 2375		
	Suburb	Goolwa	State	SA
	Postcode	5214	Country	Australia
Role title	Acting Executive Officer			
Classification	Contract			

PART 3: ABOUT THE EMPLOYEE PARTIES TO THE AGREEMENT

(i) Describe the group of employees to be covered by the Agreement? (i.e. by business, location, and/or occupational groupings and/or section etc.)

Drivers of kerbside collection vehicles, long-haul drivers, operators of waste and recycling depots

(ii) State the number of employees covered by the agreement at the time of signing:

Total	29
Males	29
Females	0

Have first language
other than English

1

(iii) Do any of the employees suffer from an intellectual disability that prevented them from having a proper understanding of the negotiations?

☒ No ☐ Yes, please specify the measures to provide representation for such employees:

(iv) Name Employee Representative(s) (other than Registered Associations) Contact Person(s)

First name	Lance	Last name	Howell
Email	lchowell95@gmail.com		
Telephone		Mobile	0419648909

First name	Brendan	Last name	Spencer
Email	brendanspencer@bigpond.com		
Telephone		Mobile	0419847093

First name		Last name	
Email			
Telephone		Mobile	

PART 4: INVOLVEMENT OF REGISTERED EMPLOYEE ASSOCIATIONS (IF ANY)

(i) Were any of the employees represented by a Registered Employee Association during the course of negotiations?

☐ No ☒ Yes

(ii) If yes, please state the name and contact person(s) of the association(s):

Association	AWU		
First name	Gary	Last name	Henderson
Email	ghenderson@awusa.asn.au		
Telephone		Mobile	0418500512

(iii) Is this Agreement formally entered into on behalf of employee(s) by an association(s)?

☐ No ☒ Yes

(iv) If yes, please indicate if the agreement is pursuant to

☐ (a) section 75(2)(a) of the Act the association(s) is entering into the Agreement on behalf of member(s)

Or

- ☒ (b) section 75(2)(b) of the Act the association(s) is entering into the Agreement on behalf of a group of employees (whether members or not)

Nominate the manner in which a majority of employees constituting the group conferred such authority on the association(s):

☒ Membership

☐ Written authorities

☐ Other (specify):

Evidence of this may be required in accordance with Section 79(1)(c).

PART 5: EMPLOYEE APPROVAL AND SIGNING OF THE AGREEMENT

(i) Describe how the employees were informed of the contents of the Agreement, the terms of any Award or existing Enterprise Agreement modified by the Agreement, and the intention to apply for approval.

Single Bargaining Unit consists of two employee representatives, AWU representative and employer

- Regular SBU meetings were held and minutes were distributed to all employees covered under this agreement
- Regular updates were provided at fortnightly toolbox meetings
- The Draft 2017EBA was made available to all staff covered under the 2017 EBA for comment and input
- A copy of the Local Government Employee's Award was available to all employees

(ii) Have a majority of employees approved the Agreement?

☐ No ☒ Yes

(iii) Nominate how employees approved the Agreement.

☒ (a) BALLOT, if so: describe the result:

Number of valid votes for:

19

Number of valid votes against:

6

Outline the measures undertaken to ensure that all employees were given a reasonable opportunity to participate in the Ballot.

Ballot papers and stamped return envelopes were made available to all employees at all worksites either by direct handover or via Australia Post (including employees on leave and RDOs)

Or

☐ (b) OTHER MEANS - (e.g. general meetings, individual endorsement) - if so describe the result:

Percentage (%) supporting approvals: 70.4%

Outline the method adopted and percentage of employees supporting approval

Of 29 employees covered under the agreement 27 (or 93%) votes were received
Of the 27 votes two were informal, 19 (or 70.4%) were for and 6 (22.2%) against the 2017
FRWA EBA and 2 votes (or 7.4%) were informal

(iv) Are there any employees covered by the Agreement who have not signed the Agreement and are not represented by a Registered Association or agent?

☒ No ☐ Yes

(iv) If yes, please describe:

PART 6: COMPLIANCE OF EMPLOYER WITH THE REQUIREMENTS OF SECTION 76 OF THE ACT

(i) [S.76(1)] Did the employer give employees to be bound by the Agreement 14 days notice of intention to begin negotiations for an Enterprise Agreement?

☒ Yes ☐ No

If **yes**, state briefly how this notice was provided:

(Note: Section 76(1) provides that this notice is not required if the agreement is negotiated to settle an industrial dispute or SAET grants an exemption from this requirement.)

The notice was provided via toolbox meetings, displayed on noticeboards at all worksites and emailed to employees working at Yankalilla, Strathalbyn and on Kangaroo island

If **no**, state grounds for seeking an exemption:

(ii) [S.76(2)] Has the employer informed the employees of their right to appoint a representative (including an agent of the employee's choice or a Registered Association of employees) in the negotiation, and proceedings for approval before beginning the negotiations?

☒ Yes ☐ No

If **yes**, state briefly how this information was given:

Information was provided via Notice of Intention to Negotiate (attached)

(iii) [S.76(3)] If the employer was aware that an employee was a member of a Registered Association, did they take reasonable steps to notify the association of the intended negotiations before beginning the negotiations?

☒ Yes ☐ No ☐ Not applicable

If **yes**, state briefly how this notification was made:

In writing (email) to the AWU representative as well as verbally.

(iv) [S.76(4)] Has the employer ensured that employees to be covered by the Agreement who are subject to an Award have reasonable access to the Award?

☒ Yes ☐ No ☐ Not applicable

If **yes**, state briefly how this action was achieved:

Employees were advised in writing via memo on notice boards a/o email of the availability of the award.

PART 7: ABOUT THE AGREEMENT

(i) Does the Agreement contain any conditions of employment including remuneration that are **inferior** to the minimum standards set out in the Act or established by SAET?

(Note: The Act sets out minimum standards relating to remuneration, sick leave, carers leave, annual leave, bereavement leave and parental leave and gives SAET power to vary those standards.)

☐ Yes - The application can only be approved in the circumstances outlined in Section 79(5)

☒ No

(ii) Is the Agreement **package inferior** to the **package** of remuneration and conditions in any applicable Award?

☐ Yes - The application can only be approved in the circumstances outlined in Section 79(5)

☒ No

(iii) What is the term of the Agreement?

3 years

(Note: Section 83(1) of the Act sets a three year maximum on the term of the agreement.)

(iv) Does the Agreement vary or replace an earlier Enterprise Agreement?

☐ No

☒ Yes, please specify:

The agreement number:

7705 of 2014

When it expires

30 Nov 2017

- (v) What Awards, or Certified Agreements (including those made pursuant to the Commonwealth *Workplace Relations Act 1996*) currently apply to the work covered by the proposed Agreement?
(set out names of awards or agreements in full)

Local Government Employee's Award

WHICH CLAUSE(S) OF THE AGREEMENT	CLAUSE NO.
Makes provision for the renegotiation of the Agreement at the end of its term?	5
Identifies the business(s) for which it is made?	4
Identifies the group of employees to which it relates?	4
Sets out procedures for the prevention and settlement of industrial disputes?	13

- (vi) Does the Agreement provide that sick leave is available to an employee if the leave becomes necessary because of the sickness of a family member?

(Note under Section 77(1)(e) of the Act an Enterprise Agreement must provide that such leave is available or specifically excludes the provision of sick leave to such circumstances)

☐ No

☒ Yes, please specify clause number:

24

- (vii) Does the Agreement provide for consultation between the employer and the employees bound by the Agreement about changes to the organisation and performance of work?

(Note under Section 79(1)(d) of the Act an Enterprise Agreement must make provision for such consultation unless the parties agree that such a provision is not appropriate.)

☐ No

☒ Yes, please specify clause number:

9

- (viii) Is an order being sought by any party to the Agreement for the suppression of public disclosure of the Agreement or part of the Agreement?

(Note: Section 80(4))

☒ No

☐ Yes

- (ix) Is it intended that the Agreement will cover aspects of the employment of the persons working under it to the exclusion of provisions of any existing Awards or Agreements?

(Note under Section 81(3) of the Act an Enterprise Agreement will operate to the exclusion of an Award only to the extent of inconsistency with the Award)

☒ No

☐ Yes

PART 8: INFORMATION TO ASSIST THE POTENTIAL HEARING OF THE APPLICATION

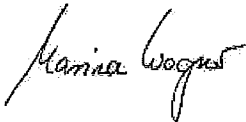

Pursuant to Section 79(11) of the Act, SAET may approve an Enterprise Agreement without proceeding to a formal hearing based upon the information in this form. If a hearing is required, are there any considerations that would assist SAET to list the matter at a convenient time and location (such as preferred days or time etc.)?

If **yes**, please specify:

Employee representatives work shift rosters and it would be appreciated if sufficient notice could be given to backfill relevant shifts if attendance at the hearing was required.

PART 9: SIGNATURE OF APPLICATION BY OR ON BEHALF OF THE EMPLOYER(S)

I (We) declare that all of the facts in this application are true and accurate to the best of my (our) knowledge and belief:

Name	Marina Wagner	Signature	
Witness	Angela Moore 		
Date	19 March 2018		

Name		Signature	
Witness			
Date			

Name		Signature	
Witness			
Date			

PART 10: SIGNATURE OF APPLICATION BY/ON BEHALF OF EMPLOYEE(S)

I (We) declare that all of the facts in this application are true and accurate to the best of my (our) knowledge and belief:

Name	PETER LAMPS	Signature	
------	-------------	-----------	--------------------------------------------------------------------------------------

Witness	
Date	

Name		Signature	
Witness			
Date			

Name		Signature	
Witness			
Date			

LODGING YOUR COMPLETED FORM

I declare that all of the facts in this application are true and accurate to the best of my knowledge and belief.

Name of person lodging	Gary Henderson
Signature	G. Henderson
Date	21/3/2018

Please lodge this form, together with any accompanying documents, with the South Australian Employment Tribunal:

Email: saet@sa.gov.au

Post: PO Box 3636, Rundle Mall, SA, 5000

In person: Level 6, Riverside Centre, North Terrace, Adelaide, 5000

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

SCHEDULE 1 - NOTICE OF INTENTION TO NEGOTIATE ENTERPRISE AGREEMENT UNDER THE *FAIR WORK ACT 1994*

TO ALL EMPLOYEES

1. Take notice that Fleurieu Regional Waste Authority proposes to begin negotiations for an enterprise agreement.
2. The Fleurieu Regional Waste Authority proposes:
 - (a) the date for commencement of negotiations¹ is 7 Nov 2017;
 - (b) the place for commencement of negotiations is Goolwa.
2. It is proposed that the 2017 Enterprise Bargaining Agreement (2017 EBA) will bind the following employees:
 - Staff working at FRWA- operated Waste and Recycling Depots
 - Kerbside collection drivers
 - In-house transport drivers
 - Mechanics
 - Staff operating street sweepers
 - Staff operating septic pump out vehicles
4. Employees have the right to be represented in the negotiation of, and in any proceedings for approval of, the enterprise agreement by the Employee Ombudsman, an employee association registered under the Act, or another agent of your choice.²
5. Employees to be involved in these negotiations can gain access to copies of the industrial awards which currently regulate their employment in the following manner:

The *Local Government Employee Award 2016* is available at FRWA Office, 25b Hutchinson Street, Goolwa, SA, 5214 and via internet, and

The Award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the *FAIR WORK ACT 1994*) is available at FRWA Office, 25b Hutchinson Street, Goolwa, SA, 5214 and via internet.

2014 FRWA EBA

- a copy is displayed at each WRD
- a copy is displayed at the driver shed at the Goolwa WRD,
- a copy is displayed at the FRWA office, and
- additional copies can be obtained on request from FRWA office.

Please contact Marina Wagner on 8555 7401 or 0488 197 975 or by email marina.wagner@frwa.com.au.

Employees should note that under the *Fair Work Act 1994* your employer is bound to provide you with a copy of your award upon request unless you have previously requested a copy of the award in the last 12 months or your employer has been relieved of the obligation to provide a copy of the award by the Industrial Relations Commission of South Australia.

6. Additional information:

Consultation:

- SBU meeting minutes will be made available to all staff;
- Meetings with all staff:
 - o through toolbox meetings with management
 - o with AWU representative/ without management
 - o with AWU representative/ with management
- All comments will be considered in the drafting process of the 2017 EBA but may not be necessarily included in the wording of the 2017 EBA

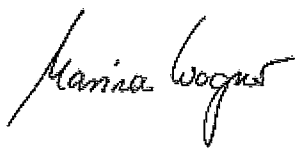
Process

- EO to formally notify all relevant FRWA staff by issuing Notice of Intention to Negotiate Enterprise Agreement in accordance with schedule 1 under the *Fair Work Act 1994*
- All parties to work cooperatively though the process
- All parties to work in an efficient manner
- Current EBAs for each Constituent Council to be considered in the process
- Discussion and agreement of terms and conditions of the 2017 EBA
- Negotiation of pay rates

List of areas for consideration

- Review of job descriptions
- Flexibility in regards to work practices
- Flexibility in relation to RDOs, Toil and Probationary Periods
- Additional employee categories
- Fixed term and contract employees
- Income Protection Insurance
- Redeployment, voluntary separation packages and forced redundancies.

7. Signature of employer or authorised person:



Date: 7 November 2017

Notes –

- ¹ Under section 76(1) of the Act this date cannot be less than 14 days from the date that this notice is given to employees.
- ² Under section 76(2) of the Act an employer is required to inform employees of their right to representation in the negotiation and proceedings for approval of an enterprise agreement. Employers should also note that under section 76(3) of the Act an employer who is aware that an employee is a member of a registered association must take reasonable steps to inform the association that negotiations for an enterprise agreement are about to begin.