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# Eastern Waste Management Authority Register of Delegated Authority and Permissions

24 September 2026

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# Version History

| Date | Amendments |
|---|---|
| 29 November 2024 | East Waste Board delegations to the General Manager East Waste |
| 15 June 2025 | Delegation Review |
| 24 February 2026 | Inclusion of Finance Business Partner |
| 25 June 2026 | East Waste Board Review of Delegations under the East Waste Charter. |
| 2 July 2026 | General Manager Review of Sub-Delegations under the East Waste Charter and Work, Health and Safety Act 2012 |
| 24 September 2026 | East Waste Board Review of Delegations under the East Waste Charter. |

**Notes:**

1. Refer to the relevant dates to identify when these delegations were made, reviewed or amended.
2. Conditions or limitations may apply to the delegations contained in this Instrument.

# Instruments of Delegation in this Register

Appendix 1 – Instrument of Delegation under the Eastern Waste Management Authority Charter

Appendix 2 – Permissions granted by the General Manager

Appendix 3 - Instrument of Delegation under the Work, Health and Safety Act 2012.

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# Instrument of Sub-delegation under the Eastern Waste Management Authority Charter

## East Waste Delegation Framework September 2026

As adopted by the East Waste Board 24 September 2026

### Position Abbreviations

Includes persons acting in the listed positions.

| Abbreviation | Title |
|---|---|
| **GM** | General Manager |
| **MBS** | Manager Business Services |
| **MHR&FS** | Manager HR & Financial Services |
| **MOS** | Manager Operational Services |
| **FBR** | Finance Business Partner |
| **R&WHSBP** | Risk & WHS Business Partner |
| **CE&P** | Coordinator Education & Promotions |
| **CO** | Coordinator Operations |
| **PCCS** | Principal Consultant, Clearly Strategic |
| **FO** | Finance Officer |
| **TLW** | Team Leader Workshop |
| **D&SDL** | Dispatch & Service Delivery Lead |

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# Financial Delegations

A financial delegation for procurement purposes prescribes the dollar amount up to which a staff member is authorised to commit and/or expend in accordance with the approved Annual Plan and Budget.

In accordance with clause 11.2 of the East Waste Charter, transactions not authorised in the Annual Plan and Budget will not exceed $50,000.

Any transaction not authorised in the Annual Plan and Budget is required to be tabled before the East Waste Board for consideration.

| POWER | DELEGATE / SUB- DELEGATE | Authorisation Limit | Condition Clause 29.8.16 of Charter |
|---|---|---|---|
| Subject to clause 11.2 of the Eastern Waste Management Authority Charter, the power to expend the Authority's approved budgeted funds, in the exercise, performance or discharge of the Boards powers, functions or duties under the Local Government Act 1999 or other Acts to the amounts listed as follows: | **GM** | Purchasing: - $500,000<br><br>EFT - $3,000,000.<br><br>Credit Card -$5,000. | Operating the Authorities bank account together with one other signatory appointed by the Board. Unless the Board determines otherwise, that other person must be the Chair. |
| | **MBS** | Purchasing - $150,000.<br><br>EFT - $3,000,000.<br><br>Credit Card - $9,000. | Operating the Authorities bank account together with one other signatory appointed by the Board. Unless the Board determines otherwise, that other person must be the Chair. |

| | | | |
|---|---|---|---|
| | **MHR&FS** | Purchasing - $150,000.<br>EFT - $3,000,000.<br>Credit Card - $3,000. | Operating the Authorities bank account together with one other signatory appointed by the Board. Unless the Board determines otherwise, that other person must be the Chair. |
| | **MOS** | Purchasing - $150,000.<br>EFT - $3,000,000.<br>Credit Card - $5,000. | Operating the Authorities bank account together with one other signatory appointed by the Board. Unless the Board determines otherwise, that other person must be the Chair. |
| | **FBR** | Purchasing - $50,000<br>EFT - $1,000, 000 | Operating the Authorities bank account together with one other signatory appointed by the Board. Unless the Board determines otherwise, that other person must be the Chair. |
| | **CO** | Purchasing - $20,000.<br>Credit Card - $3,000. | |

| | | | |
|---|---|---|---|
| | **R&WHSBP** | Purchasing - $20,000. | |
| | **TLW** | Purchasing - $10,000. | |
| | **CO** | Purchasing - $10,000. | |
| | **TLCS** | Purchasing - $1,000. | |
| | **FSO** | Purchasing - $1,000. | Operating the Authorities bank account together with one other signatory appointed by the Board. Unless the Board determines otherwise, that other person must be the Chair. |
| | **D&SDL** | Purchasing - $10,000. | |
| | **CE&P** | Purchasing - $10,000. | |

**Glossary**

| | |
|---|---|
| **Purchasing limit** | means the maximum amount you may spend or commit to spend. Note that this limit applies to the **total** value. |
| **EFT limit** | means the payment authority to transfer funds electronically in accordance with the set limit. |
| **Credit Card limit** | Means the maximum amount of monies that may be charged to the credit card. |

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Appendix 1

# Instrument of Delegation under the Eastern Waste Management Authority Charter

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 1. **FUNCTIONS** | | |
| 1.1 The functions pursuant to Clause 9.2 of the Charter for East Waste dated 28 June 2022 (East Waste Charter) for or in connection with the purpose for which East Waste is established, to: | | |
| 1.1.1 to promote the minimisation of Waste in the areas of the Constituent Councils. | GM | |
| 1.1.2 to promote the recycling of recyclable materials in the areas of the Constituent Councils. | GM | |
| 1.1.3 to undertake Waste community education and behaviour change programs on behalf of the Constituent Councils. | GM | |
| 1.1.4 on behalf of the Constituent Councils or on its own behalf, to liaise with other councils, the State of South Australia and the Commonwealth of Australia and their respective instrumentalities for matters relating to waste management in the common interest of the Constituent Councils. | GM | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 1.1.5 on behalf of the Constituent Councils, provide a representative to any statutory board or statutory committee concerned with waste management that allows two or more of the Constituent Councils to nominate a representative. | **NOT DELEGATED** | |
| 1.1.6 on behalf of the Constituent Councils or on its own behalf, to make application for grants and other funding from the State of South Australia and the Commonwealth of Australia and their respective instrumentalities for the purposes of the Authority. | GM | |
| 1.1.7 to keep Constituent Councils abreast of any emerging opportunities/trends/issues in waste management. | GM | |
| 1.1.8 to undertake activities which result in a beneficial use of Waste on behalf of the Constituent Councils. | GM | |
| 1.1.9 to conduct all activities in a manner which complies with all regulatory requirements and minimises risks to the Constituent Councils. | | |
| 1.1.10 on behalf of the Constituent Councils or on its own behalf, to liaise with relevant State Government agencies such as Green Industries SA, Environment Protection Authority (or equivalent successor organisations), taking into account its approved Business Plan. | GM | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 1.1.11 on behalf of the Constituent Councils, to perform and/or monitor the effectiveness and application of funding arrangements agreed by the Constituent Councils for waste management. | GM | |
| 1.1.12 to provide a forum for discussion and consideration of topics relating to the Constituent Councils' responsibilities to manage waste particularly in the area of the Constituent Councils and the implications of that management beyond the area of the Constituent Councils. | GM | |
| 2. **POWERS** | | |
| 2.1 The powers pursuant to Clause 10 of the Charter for East Waste dated 28 June 2022 (East Waste Charter) for or in connection with the purpose for which East Waste is established, to: | | |
| 2.1.1 become a member of and/or co-operate with any organisation with complementary functions. | GM, MHR&FS, MBS, MOS, FBP, CE&P, R&WHSBP | |
| 2.1.2 receive gifts of money or property from any person. | GM, MHR&FS, MBS, MOS, FBP, CE&P, R&WHSBP | |
| 2.1.3 make payable by a new Constituent Council any joining fee. | **NOT DELEGATED** | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 2.1.4 carry out its Annual Plan and Budget. | GM, MHR&FS, MBS, MOS, FBP, CE&P, R&WHSBP | Expenditure to be within limit of financial delegations. |
| 2.1.5 carry out its Business Plan and Non-core Plans. | GM, MHR&FS, MBS, MOS, FBP, CE&P, R&WHSBP | Expenditure to be within limit of financial delegations. |
| 2.1.6 make payable by Constituent Councils contributions to the Authority in proportion to their Core Shares. | GM, FBP, FO | Expenditure to be within limit of financial delegations. |
| 2.1.7 employ and dismiss a General Manager. | **NOT DELEGATED** | |
| 2.1.8 contract with any person. | GM, MHR&FS, MBS, MOS | Contract with any person in accordance with approved Annual Plan & Budget and within the limits of financial delegations |
| 2.1.9 acquire or dispose of any real or personal property in accordance with the Business Plan or otherwise with a Unanimous Decision of the Constituent Councils. | GM, MHR&FS, MBS, MOS | In accordance with the Sale and Disposal of Assets Policy. |
| 2.1.10 operate an account or accounts with a bank or with the Local Government Finance Authority, or both. | GM**, MBS**, MR&FS**, MOS**, FBP*, FO* | In accordance with financial delegations and sub-delegations. Positions marked * are Category A signatories; positions marked ** are Category B signatories. |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 2.1.11 borrow or raise money within the Borrowings Limit. | GM | Expenditure to be within limit of financial delegations. |
| 2.1.12 lend money in accordance with the Business Plan or pursuant to a Unanimous Decision of the Constituent Council. | **NOT DELEGATED** | |
| 2.1.13 insure against any risk. | GM | |
| 2.1.14 enter into a partnership or joint venture with any person in accordance with the Business Plan or pursuant to a Unanimous Decision of the Constituent Councils. | GM | |
| 2.1.15 pay any cost or expense of the establishment, operation, administration or winding up of the Authority. | GM, MHR&FS, MBS, MOS, FBP, CE&P, R&WHSBP, FO, TLCS, CO, TLW, D&SDL | Limited to operational and administrative costs in accordance with approved Annual Plan & Budget and within the limits of financial delegations. |
| 2.1.16 compromise, compound, abandon or settle a debt or claim owed to the Authority. | GM, GM, MHR&FS, MBS, MOS, FO | Within the limits of financial delegations. |
| 2.1.17 waive a legal or equitable or statutory right. | **NOT DELEGATED** | |
| 2.1.18 refer a dispute between the Authority and any third party (other than a Constituent Council) to arbitration. | GM | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 2.1.19 allocate receipts and expenditure between Core Activity and Non-core Activities and between each Non-core Activity. | GM | |
| 2.1.20 where the same services/ activities are not being provided equally to all Constituent Councils, to charge the differential costs of those services / activities directly to the benefiting Councils. | GM | |
| 2.21.1 charge Constituent Councils the full costs incurred in the delivery of the services to them, such costs being calculated on a user pays basis (including depreciation and other overheads for use of shared assets, and all other common expenses). | GM | |
| 2.1.22 charge non-Constituent Councils a price, based on an estimate of costs incurred in providing the service plus a margin for profit and risk. | GM | |
| 2.1.23 make any election for the purpose of any tax. | GM | |
| 2.1.24 delegate the exercise of any of its functions or other powers (including the receipt and payment of money) to any person. | **NOT DELEGATED** | |
| 2.1.25 those powers given to trustees by law, equity or statute and not necessarily inconsistent with this Charter or the functions of the Authority. | GM | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 2.1.26 pay to the Constituent Councils or accumulate as reserves for up to such period as the law allows any surplus funds. | GM | In accordance with approved Annual Plan and Budget and the Constituent Council Rebate & Distribution Policy. |
| 2.1.27 such other powers as the Act or this Charter may confer upon the Authority. | GM | |
| 2.1.28 all things incidental to the exercise of any other power of the Authority. | GM | |
| 3. **CHAIR** | | |
| 3.1 The function pursuant to Clause 27.2.3 of the East Waste Charter to represent the Authority in relations with the media and the public generally. | GM | Representation to be made with Chair's prior knowledge. |
| 4. **STAFF OF EAST WASTE** | | |
| 4.1 The power pursuant to Clause 32.1 of the East Waste Charter to employ staff subject to the Board making appropriate financial provision. | GM | |
| 5. **MEETING PROCEDURES** | | |
| 5.1 The power pursuant to Clause 35.12 of the East Waste Charter to set out the meeting procedures as adopted by the Board in a meeting procedure code of practice which will be available to the public for inspection (without charge) and by way of a copy (on payment of a fee fixed by the Board). | GM | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 6. **MINUTES OF MEETINGS** | | |
| 6.1 The power pursuant to Clause 35.16 of the East Waste Charter and Schedule 2, Clause 21 (11) of the Act to keep minutes of Board proceedings. All minutes must be prepared and distributed to both Directors and also to Constituent Councils within seven business days of the meeting to which they relate. | GM, | |
| 7. **BOARD POLICIES AND CODES** | | |
| 7.1 The power pursuant to Clause 39 of the East Waste Charter to prepare and keep under review polices on:<br>7.1.1 procedures for meetings of the Board.<br>7.1.2 contracts and tenders, as would conform to Section 49 of the Act.<br>7.1.3 public consultation, as would conform to Section 50 of the Act.<br>7.1.4 governance.<br>7.1.5 occupational health and safety.<br>7.1.6 protection of the environment.<br>7.1.7 Code of Conduct for Board Directors. | GM, MHR&FS, MBS, MOS, FBP, CE&P, R&WHSBP, EAO | |
| 8. **BUSINESS PLAN** | | |
| 8.1 The power pursuant to Clause 43.1 of the East Waste Charter to prepare at least a ten-year Business Plan for the region, in a collaborative manner with Constituent Councils which cannot be in conflict with this Charter. | GM | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 8.2 The power pursuant to Clause 43.2 of the East Waste Charter to prepare a ten-year Long Term Financial Plan (which, must include principles detailing the actual distribution of overheads between the Constituent Councils and any other matter required by the Constituent Councils or determined by the Board to be included therein) and an Asset Management Plan. | GM | |
| 9. **ANNUAL PLAN** | | |
| 9.1 The power pursuant to Clause 52.3 of the East Waste Charter to prepare the draft Annual Plan and provide it to the Constituent Councils by a date determined by the Councils for the purpose of obtaining the consent of the Councils on or before 31 May in each financial year. | GM | |
| 10. **BUDGET** | | |
| 10.1 The power pursuant to Clause 53 of the East Waste Charter to prepare a proposed budget for each financial year in accordance with Clause 25, Schedule 2 to the *Local Government Act 1999*. | GM | |
| 11. **EXPENDITURE OUTSIDE BUDGET** | | |
| 11.1 The power pursuant to Clause 55 of the East Waste Charter and Schedule 2, Clause 25(4) the Authority may incur, for the purpose of genuine emergency or hardship, spending that is not authorised by its Budget without consulting with and seeking approval from the Constituent Councils. | GM | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 12. **DEBT FUNDING** | | |
| 12.1 The power pursuant to Clause 53 of the East Waste Charter to may borrow or raise money from the Local Government Finance Authority or a bank of such amount(s) as provided for in a Business Plan and Budget approved by the Constituent Councils. | GM | |
| 13. **ACQUISITION OF ASSETS** | | |
| 13.1 The power pursuant to Clause 63 of the East Waste Charter to acquire such assets (real or personal) as its Business Plan provides or otherwise pursuant to a Unanimous Decision of the Constituent Councils. | GM, MHR&FS, MBS, MOS | In accordance with the Sale and Disposal of Assets Policy and financial delegation. |
| 14. **DISPOSAL OF ASSETS** | | |
| 14.1 The power pursuant to Clause 64 of the East Waste Charter to dispose of (personal) assets as its Business Plan provides, or at the end of the asset's economic life. | GM, MHR&FS, MBS, MOS | In accordance with the Sale and Disposal of Assets Policy |
| 15. **INVESTMENTS** | | |
| 15.1 The power pursuant to Clause 65 of the East Waste Charter, in accordance with the Business Plan and Budget to invest in the following items:<br>15.1.1 in waste management infrastructure and ancillary land.<br>15.1.2 in plant and equipment to store, transfer and/or treat waste.<br>15.1.3 in plant and equipment to transport waste from properties to an appropriate place of storage and/or disposal.<br>15.1.4 cash on interest-bearing deposit with any bank. | GM, MHR&FS, MBS, MOS, FBP, FO | In accordance with financial delegations |
| 16. **INSURANCE AND SUPERANNUATION** | | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 16.1 The power pursuant to Clause 67.1 of the East Waste Charter to register with the Local Government Association Mutual Liability Scheme and comply with the rules of that Scheme. | GM, MHR&FS, MBS, MOS, FBP, R&WHSBP | |
| 16.2 The power pursuant to Clause 67.2 of the East Waste Charter to pay employer superannuation contributions in respect of each Employee into a superannuation fund nominated by the employee. | GM, MHR&FS, MBS, MOS, FBP, FO | |
| 16.3 The power pursuant to Clause 67.2 of the East Waste Charter to register with the Local Government Association Workers Compensation Scheme and comply with the rules of the Scheme. | GM, MHR&FS, MBS, MOS, FBP, FO | |
| 17. **ACCOUNTING RECORDS** | | |
| 17.1 In accordance with Clause 68 of the East Waste Charter the Authority must comply with Section 124 of the Act as if the Authority were a council. | | |
| 17.2 The function pursuant to Section 124(1) of the Act to: | GM, MHR&FS, MBS, MOS, FBP, FO | |
| 17.2.1 keep such accounting records as correctly and adequately record and explain the revenues, expenses, assets and liabilities of the Authority. | GM, MHR&FS, MBS, MOS, FBP, FO | |
| 17.2.2 keep the Authority's accounting records in such a manner as will enable:<br>17.2.2.1 the preparation and provision of statements that fairly represent financial and other information.<br>17.2.2.2 the financial statements of the Authority to be conveniently and properly audited. | GM, MHR&FS, MBS, MOS, FBP, FO | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| 17.3 The power pursuant to Section 124(2) of the Act to determine the form or forms and the place or places (within the state) to keep the accounting records of the Authority. | GM, GM, MHR&FS, MBS, MOS | |
| 18. **ACCOUNTING FOR SERVICES** | | |
| 18.1 The power pursuant to Clause 69 of the East Waste Charter to keep accounting records in relation to services in such manner as will enable the calculation of Constituent Councils' contributions to, expenditure on and revenue from that service separately. | GM, GM, MHR&FS, MBS, MOS, FBP | |
| 19. **ACCESS TO RECORDS** | | |
| 19.1 The power pursuant to Clause 71 of the East Waste Charter to provide a Constituent Council and a Director each a right to inspect and take copies of the books and records of the Authority for any proper purpose. | GM, GM, MHR&FS, MBS, MOS | |
| 20. **PROVISION OF INFORMATION** | | |
| 20.1 The power pursuant to Clause 72 of the East Waste Charter to furnish each Constituent Council with information or records of the Authority. | GM, MHR&FS, MBS, MOS, FBP, R&WHSBP, CO, CE&P, TLCS, TLW, PCCS | |
| 21. **ANNUAL REPORT** | | |
| 21.1 The power pursuant to Clause 74 of the East Waste Charter to submit to the Constituent Councils on or before 30 September of each year in respect of the immediately preceding financial year, an annual report on the work and operations of East Waste detailing achievement of the aims and objectives of its Annual | GM, MHR&FS, MBS, MOS, PCCS | |

| DELEGATED POWER/ FUNCTION | DELEGATE/S | CONDITION / LIMITATION |
|---|---|---|
| plan and incorporating any other information or report as required by the Constituent Councils. | | |
| 22. **DISPUTE RESOLUTION** | | |
| 22.1 The procedure in Clause 75 must be applied to any dispute that arises between the Authority and a Constituent Council concerning the affairs of the Authority, or between Constituent Councils concerning the affairs of the Authority, including a dispute as to the meaning or effect of this Charter and whether the dispute concerns a claim in common law, equity or under statutes. | GM | |

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# Powers and Functions under the Eastern Waste Management Authority Charter Which MAY NOT be Sub-delegated

| CLAUSE | POWERS AND FUNCTIONS WHICH MAY NOT BE DELEGATED |
|---|---|
| 11 | As a matter of record, Schedule 2, Clause 36 of the Act vests a power of delegation in the Authority. The Authority may not delegate the following powers or functions: |
| 11.1 | the power to impose charges. |
| 11.2 | the power to enter into transactions in excess of $50 000 unless authorised in an Annual Plan. |
| 11.3 | the power to borrow money or obtain any other form of financial accommodation unless authorised in an Annual Plan. |
| 11.4 | the power to approve expenditure of money on the works, services or operations of the Authority not set out in a Budget approved by the Authority or where required by this Charter approved by the Constituent Councils. |
| 11.5 | the power to approve the reimbursement of expenses or payment of allowances to members of the Board of Management. |
| 11.6 | the power to adopt a Budget. |
| 11.7 | the power to adopt an Annual Plan. |
| 11.8 | the power to adopt a Business Plan (or any component thereof). |
| 11.9 | the power to adopt or revise financial estimates and reports. |
| 11.10 | the power to make any application or recommendation to the Minister. |

**Appendix 2**

# Schedule of Permissions made by the General Manager pursuant to clause 29.8 of the East Waste Charter

| SUB-CLAUSE | POWER / FUNCTION | PERMITTED BY | CONDITIONS / LIMITATIONS |
|---|---|---|---|
| | **LEAVE** | | |
| 29.8.3 | Approve annual/personal/emergency personal/parental leave for direct reports | MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP, CO, TLCS, TLW | |
| | Approve long service leave | MHR&FS, MBS, MOS, | |
| | **FLEXIBLE WORKING ARRANGEMENTS** | | |
| | Approve a variation to working hours for greater than 12 months | MBS | |
| | Rescind a flexi-time arrangement | MBS | |
| | **DISCIPLINARY/ PERFORMANCE MANAGEMENT** | | |
| | Require an employee to provide medical certification confirming they are fit for duty | MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP | |
| | Determine the outcome of an investigation | MHR&FS, MBS, MOS, | |
| | Reprimand because of disciplinary action | MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP | |

| SUB-CLAUSE | POWER / FUNCTION | PERMITTED BY | CONDITIONS / LIMITATIONS |
|---|---|---|---|
| | **REMUNERATION** | | |
| | Approve on-call allowance for direct reports. | MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP, CO TLCS, TLW | |
| | Approve overtime for direct reports | MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP, CO, TLCS, TLW | |
| | **APPROVE TRAVEL** | | |
| | Approve intrastate travel and accommodation – all staff | MBS | |
| | Approve interstate travel and accommodation – all staff | MBS | |
| | **POSITION MANAGEMENT** | | |
| | Authorise hours of work | MHR&FS, MBS, MOS, | |
| | Engage casual staff for less than 1 month | MHR&FS, MBS, MOS, | |
| | **REMUNERATION** | | |
| | Approve overtime | MHR&FS, MBS, MOS, MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP, | |
| | Approve employees to receive meal allowance in accordance with ATO provisions | MHR&FS, MBS, MOS, MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP, TLCS, CO, TLW | FBP, CEP, R&WHSBP, TLCS, COand TLWfor direct reports |

| SUB-CLAUSE | POWER / FUNCTION | PERMITTED BY | CONDITIONS / LIMITATIONS |
|---|---|---|---|
| | **LEAVE** | | |
| | Approve Special Leave | MBS | |
| | **FLEXIBLE WORKING ARRANGEMENTS** | | |
| | Approve flexible working hours arrangements for less than 12 months | MBS | |
| | Authorise rostered days off | MHR&FS, MBS, MOS, , MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP, TLCS, CO and TLW | FBP, CEP, R&WHSBP, TLCS, COand TLW for direct reports |
| | **DISCIPLINARY / PERFORMANCE MANAGEMENT** | | |
| | Investigate matters relating to a conflict, disciplinary, bullying or sexual harassment matter, in conjunction with advice from the General Manager. | MHR&FS, MBS, MOS | |
| | Accept a resignation | MHR&FS, MBS, MOS | |
| | **REPORT ACCIDENTS** | | |
| | Undertake investigations | MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP, TLCS, CO and TLW | Subject to appropriate authorised training |
| | Complete Return to Work form(s) | MHR&FS, MBS, MOS, FBP, CEP, R&WHSBP, TLCS, CO and TLW | Subject to appropriate authorised training |
| | Lodge documents with LGRS | MHR&FS, MBS, MOS, FBP, CEP, | |

| SUB-CLAUSE | POWER / FUNCTION | PERMITTED BY | CONDITIONS / LIMITATIONS |
|---|---|---|---|
| | | R&WHSBP, TLCS, CO and TLW | |
| | **APPOINT TO THE WHS COMMITTEE** | | |
| | Appoint a Fire Warden | WHS Committee | |
| | Appoint a WHS representative | WHS Committee | |
| | Appoint a First Aid Officer | WHS Committee | |
| | **RECORD MANAGEMENT** | | |
| 29.8.12 | Receiving and answering correspondence and notices to the Authority | MHR&FS, MBS, MOS, PEC, EAO | |
| 29.8.13 | Keeping all documents and records belonging to the Authority | MBS | |
| | **FINANCIAL MANAGEMENT** | | |
| 29.8.14 | Supervising the handling of money by or for the Authority and the keeping of financial records | MHR&FS, MBS, MOS, FBP, FO | |
| 29.8.15 | Issuing receipts for moneys received and keep a correct account of all receipts and expenditure. | MHR&FS, MBS, MOS,FBP, FSO, CO | |
| 29.8.16 | Operating the Authority's bank account (including sign cheques and other negotiable instruments and make payments over the Internet within the delegations to the position) together with one other signatory appointed by the Board. Unless the Board determines otherwise, that other person must be the Chair. | **NOT SUB-DELEGATED** | |
| 29.8.17 | Having custody and safekeeping of the records of the Authority. | MHR&FS, MBS, MOS, FBP, FO | |

| SUB-CLAUSE | POWER / FUNCTION | PERMITTED BY | CONDITIONS / LIMITATIONS |
|---|---|---|---|
| 29.8.19 | Monitoring the financial performance of the Authority against an adopted Annual and Business Plan and promptly reporting to the Board any material discrepancies known or anticipated. | **NOT SUB-DELEGATED** | |
| 29.8.20 | Preparing such statements, reports, returns or other written information as the Act or any law requires the Authority to lodge with government. | MHR&FS, MBS, MOS, FBP, FSO | |
| | **BOARD RESPONSIBILITIES** | | |
| 29.8.4 | Providing advice and reports to the Board on the exercise and performance of its powers and functions under this Charter or any Act. | MHR&FS, MBS, MOS, EAO | |
| 29.8.5 | Co-ordinating and initiating proposals for consideration of the Board including but not limited to continuing improvement of the operations of the Authority. | MHR&FS, MBS, MOS | |
| 29.8.9 | Issuing notices calling Board meetings. | EAO | |
| 29.8.10 | Attending all Board meetings and keeping correct minutes of the proceedings unless excluded by resolution of the Board. | EAO | |

**Appendix 3**

# Instrument of Delegation under the Work, Health and Safety Act 2012

**NOTE:**

**1.** Refer to the relevant East Waste Board resolution(s) to identify when these delegations were made, reviewed and or amended.

| POWER OR FUNCTION DELEGATED | DELEGATE | SUB-DELEGATE | CONDITIONS AND LIMITATIONS |
|---|---|---|---|
| **1. Determination of work groups** | | | |
| 1.1 The power pursuant to Section 51(1) of the *Work Health and Safety Act 2012* (the Act), to, if a request is made under Section 50 of the Act, facilitate the determination of one or more work groups of workers. | GM | MBS, R&WHSBP | |
| **2. Negotiations for agreement for work group** | | | |
| 2.1 The power pursuant to Section 52(1) of the Act, and in accordance with Sections 52(2), (3) and (6) of the Act, to determine a work group by negotiation and agreement with the workers who will form the work group or their representatives. | GM | MBS, R&WHSBP | |
| 2.2 The power pursuant to Section 52(4) of the Act to, in relation to an agreement concerning the determination of a work group or groups, at any time, negotiate a variation of the agreement in accordance with Section 52(6) of the Act. | GM | MBS, R&WHSBP | |
| **3. Failure of negotiations** | | | |
| 3.1 The power pursuant to Section 54(1) of the Act to, if there is a failure of negotiations (including negotiations concerning the variation of an agreement), ask the | GM | MBS, R&WHSBP | |

| POWER OR FUNCTION DELEGATED | DELEGATE | SUB-DELEGATE | CONDITIONS AND LIMITATIONS |
|---|---|---|---|
| regulator to appoint an inspector for the purposes of Section 54 of the Act. | | | |
| **4 Determination of work groups of multiple businesses** | | | |
| 4.1 The power pursuant to Section 55(2) of the Act to determine the particulars of the work groups by negotiation and agreement, in accordance with Section 56 of the Act, between each of the persons conducting the businesses or undertakings and the workers. | GM | MBS, R&WHSBP | |
| 4.2 The power pursuant to Section 55(3) of the Act to, in relation to an agreement concerning the determination of a work group or groups, at any time, negotiate a variation of the agreement. | GM | MBS, R&WHSBP | |
| **5 Negotiation of agreement for work groups of multiple businesses** | | | |
| 5.1 The power pursuant to Section 56(3) of the Act to, if agreement cannot be reached on a matter relating to the determination of a work group (or a variation of an agreement) within a reasonable time after negotiations commence under Subdivision 3 of Division 3, Part 5 of the Act, ask the regulator to appoint an inspector to assist the negotiations in relation to that matter. | GM | MBS, R&WHSBP | |
| **6 Withdrawal from negotiations or agreement involving multiple businesses** | | | |
| 6.1 The power pursuant to Section 58(1) of the Act to, in relation to a negotiation for an agreement, or an agreement, concerning a work group under Subdivision 3 of Division 3, Part 5 of the Act, withdraw from the negotiation or | GM | MBS, R&WHSBP | |

| POWER OR FUNCTION DELEGATED | DELEGATE | SUB-DELEGATE | CONDITIONS AND LIMITATIONS |
|---|---|---|---|
| agreement at any time by giving reasonable notice (in writing) to the other parties. | | | |
| 6.2 The power pursuant to Section 58(2) of the Act to, if a party withdraws from an agreement concerning a work group under Subdivision 3 of Division 3, Part 5 of the Act, negotiate a variation to the agreement in accordance with Section 56 of the Act. | GM | MBS, R&WHSBP | |
| **7 Disqualification of health and safety representatives** | | | |
| 7.1 The power pursuant to Section 65(1) of the Act, to make an application to SAET to disqualify a health and safety representative on the ground that the representative has: | | | |
| 7.1.1 exercised a power or performed a function as a health and safety representative for an improper purpose; or | GM | | |
| 7.1.2 used or disclosed any information he or she acquired as a health and safety representative for a purpose other than in connection with the role of health and safety representative, | GM | MBS | |
| where the Authority is adversely affected by the exercise of a power or the performance of a function referred to in Section 65(1)(a) of the Act or the use or disclosure of information referred to in Section 65(1)(b) of the Act. | | | |

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| **8 General obligations of person conducting business or undertaking** | | | |
| 8.1 The power pursuant to Section 70(1) of the Act, to | | | |
| 8.1.1 consult, so far as is reasonably practicable, on work health and safety matters with any health and safety representative for a work group of workers carrying out work for the Authority; and | GM | MBS, R&WHSBP | |
| 8.1.2 confer with a health and safety representative for a work group, whenever reasonably requested by the representative, for the purpose of ensuring the health and safety of the workers in the work group; and | GM | MBS, R&WHSBP | |
| 8.1.3 allow any health and safety representative for the work group to have access to information that the Council has relating to: | GM | MBS, R&WHSBP | |
| 8.1.3.1 hazards (including associated risks) at the workplace affecting workers in the work group; and | GM | MBS, R&WHSBP | |
| 8.1.3.2 the health and safety of the workers in the work group; and | | | |
| 8.1.4 with the consent of a worker that the health and safety representative represents, allow the health and safety representative to be present at an interview concerning work health and safety between the worker and: | GM | MBS, R&WHSBP | |
| 8.1.4.1 an inspector; or | | MBS, R&WHSBP | |
| 8.1.4.2 the Authority or the Authority's representative; and | | MBS, R&WHSBP | |

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| 8.1.5 with the consent of one or more workers that the health and safety representative represents, allow the health and safety representative to be present at an interview concerning work health and safety between a group of workers, which includes the workers who gave the consent, and: | GM | MBS, R&WHSBP | |
| 8.1.5.1 an inspector; or | | MBS, R&WHSBP | |
| 8.1.5.2 the Authority or the Authority's representative; and | | | |
| 8.1.6 provide any resources, facilities and assistance to a health and safety representative for the work group that are reasonably necessary or prescribed by the regulations to enable the representative to exercise his or her powers or perform his or her functions under the Act. | GM | MBS, R&WHSBP | |
| 8.1.7 allow a person assisting a health and safety representative for the work group to have access to the workplace if that is necessary to enable the assistance to be provided; and | GM | MBS, R&WHSBP | |
| 8.1.8 permit a health and safety representative for the work group to accompany an inspector during an inspection of any part of the workplace where a worker in the work group works; and | GM | MBS, R&WHSBP | |
| 8.1.9 provide any other assistance to the health and safety representative for the work group that may be required by the regulations. | GM | MBS, R&WHSBP | |

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| **9 Exceptions for obligations under Section 70(1)** | | | |
| 9.1 The power pursuant to Section 71(5) of the Act to refuse on reasonable grounds to grant access to the workplace to a person assisting a health and safety representative for a work group. | GM | MBS | |
| **10 Obligation to train health and safety representatives** | | | |
| 10.1 The power pursuant to Section 72(1) of the Act to, consult with a health and safety representative in relation to the health and safety representative attending a course of training in work health and safety that is subject to Section 72(6), chosen by the health and safety representative. | GM | MBS, R&WHSBP | |
| 10.2 The power pursuant to Section 72(3) of the Act to: | GM | MBS | |
| (a) as soon as practicable within the period of 3 months after the request is made, allow the health and safety representative time off work to attend the course of training; and | | | |
| (b) pay the course fees and any other reasonable costs associated with the health and safety representative's attendance at the course of training. | | | |
| 9.1 The power pursuant to Section 72(6) of the Act to, if agreement cannot be reached between the Authority or the Authority's delegate and the health and safety representative within the time required by Section 72(3) of the Act as to the matters set out in Sections 72(1)(c) and (3) of the Act, ask the regulator to appoint an inspector to decide the matter. | GM | MBS | |

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| **11 Obligation to share costs if multiple businesses or undertakings** | | | |
| 11.1 The power pursuant to Section 73(1) of the Act to, if a health and safety representative, or deputy health and safety representative (if any), represents a work group of workers carrying out work for the Authority and one or more other person conducting businesses or undertakings, agree that: | GM | MBS | |
| 11.1.1 the costs of the representative exercising powers and performing functions under the Act; and | | | |
| 11.1.2 the costs referred to in Section 72(3)(b) of the Act, | | | |
| for which the Authority or any of the other persons conducting those businesses or undertakings are liable, are to be apportioned between each of those persons otherwise than equally. | | | |
| 11.2 The power pursuant to Section 73(2) of the Act, to vary an agreement to apportion the costs in another way, at any time by negotiation and agreement between each of the persons conducting the businesses or undertakings. | GM | | |
| **12 Health and safety committees** | | | |
| 12.1 The power pursuant to Section 75(2) of the Act to, establish a health and safety committee for the workplace or part of the workplace. | GM | | |
| **13 Constitution of committee** | | | |
| 13.1 The power pursuant to Section 76(1) of the Act and subject to Sections 76(2) to (4) of the Act, to agree the constitution of a health and safety committee with the workers at the workplace. | GM | | |

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| 13.2 The power pursuant to Section 76(5) of the Act to, if agreement is not reached under Section 76 within a reasonable time, ask the regulator to appoint an inspector to decide the matter. | GM | | |
| **14 Referral of issue to regulator for resolution by inspector** | | | |
| 14.1 The power pursuant to Section 82(2) of the Act to, ask the regulator to appoint an inspector to attend the workplace to assist in resolving the issue. | GM | MBS | |
| **15 Alternative work** | | | |
| 15.1 The power pursuant to Section 87 of the Act to, if a worker ceases work under Division 6, Part 5 of the Act, direct the worker to carry out suitable alternative work at the same or another workplace if that work is safe and appropriate for the worker to carry out until the worker can resume normal duties. | GM | | |
| **16 Request to regulator to appoint inspector to assist** | | | |
| 16.1 The power pursuant to Section 89 of the Act to ask the regulator to appoint an inspector to attend the workplace to assist in resolving the issue arising in relation to the cessation of work. | GM | | |
| **17 Request for review of provisional improvement notice** | | | |
| 17.1 The power pursuant to Section 100(1) of the Act, to, within 7 days after a provisional improvement notice is issued to the Authority or a worker who carries out work at the Authority, ask the regulator to appoint an inspector to review the notice. | GM | | |

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| **18 Application for assistance of inspector to resolve dispute** | | | |
| 18.1 The power, pursuant to Section 141 of the Act, to, if a dispute arises about the exercise or purported exercise by a WHS entry permit holder of a right of entry under the Act, ask the regulator to appoint an inspector to attend the workplace to assist in resolving the dispute. | GM | | |
| **19 Authorising authority may deal with a dispute about a right of entry under this Act** | | | |
| 19.1 The power pursuant to Section 142(4) of the Act to apply to the authorising authority to deal with a dispute where the dispute relates to the Authority. | GM | | |
| **20 Return of seized things** | | | |
| 20.1 The power pursuant to Section 180(1) of the Act to, if a seized thing has not been forfeited, and the Authority is the person entitled to the thing, apply to the regulator for the return of the thing after the end of 6 months after it was seized. | GM | | |
| **21 Access to seized things** | | | |
| 21.1 The power pursuant to Section 181(1) of the Act to, until a seized thing is forfeited or returned, inspect it and, if it is a document, to make copies of it at all reasonable times. | GM | | |
| **22 Application for internal review** | | | |
| 22.1 The power pursuant to Section 224(1) of the Act, to, where the Authority is an eligible person in relation to a reviewable decision, other than a decision made by the regulator or a delegate of the regulator, apply to the regulator for review (an internal review) in accordance with Section 224(2) of the Act, of the decision within: | GM | | |

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| 22.1.1 the prescribed time after the day on which the decision first came to the Authority's notice; or | | | |
| 22.1.2 such longer period as the regulator allows. | | | |
| **23 Application for external review** | | | |
| 23.1 The power pursuant to Section 229(1) of the Act, to, where the Authority is an eligible person, apply to SAET under Part 3 Division 1 of the South Australian Employment Tribunal Act 2014, in accordance with Section 229(2) of the Act, for a review of: | GM | | |
| 23.1.1 a reviewable decision made by the regulator; or | | | |
| 23.1.2 a decision made, or taken to have been made, on an internal review. | | | |

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