

ENTERPRISE AGREEMENT

NO: E.A. 133 /1994

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**LIVERPOOL CITY LIBRARY AND MUSEUM'S  
ENTERPRISE AGREEMENT NO.1  
OCTOBER 1993**

**1. TITLE**

This Agreement shall be known as the Liverpool City Library and Museum's Enterprise Agreement No.1, October, 1993.

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### **3. PARTIES TO AGREEMENT**

The Enterprise in this Agreement is the Liverpool City Council and the trades or occupations to which it relates are Library and Museum employees.

The parties to this Agreement are the Liverpool City Council (hereinafter referred to as the "Council"), the Liverpool City Library and Museums Section employees, and the Federated Municipal & Shire Council Employees Union of Australia.

### **4. DURESS**

This Agreement has been entered into free of any duress by any of the parties.

### **5. STATEMENT OF GOODWILL**

This Enterprise Agreement aims to provide flexibility for library management to encourage and reward staff, while giving staff control over their own work environment. The agreement represents a bond of trust between Library and Museum staff and the Council, and acknowledges that, in co-operation we are aiming for the same goal of quality customer service.

### **6. TERM OF AGREEMENT**

This agreement shall having regard for Section 117 of the Act have effect from the date it is registered and shall operate from the beginning of the first pay period commencing on or after \_\_\_\_\_, and shall remain in force until 5th October, 1995.

### **7. PRINCIPLES OF AGREEMENT**

- (1) That an Enterprise Agreement is critical to an industrial system where workplace bargaining allows benefits to be offset by productivity gains. There must be a clear link between salaries growth and productivity.
- (2) Council must always be free, in co-operation with its employees, to continue to develop workplace improvements through a process of best practice.
- (3) The development of a process of multi-skilling and career paths is a benefit to all parties.
- (4) The continual improvement in customer focus for all Council's activities through a process of work redesign, team building, Continuous Quality Improvement and a commitment to excellence is essential.
- (5) Training and equitable development must be provided to ensure that employees have the skills to achieve these Principles.
- (6) The introduction of competition into service provision is necessary to create a continuing stimulus to output and productivity.
- (7) A commitment to the principles of Equal Employment Opportunity be endorsed.
- (8) An acknowledgement of the desirability of, and adherence to a Code of Conduct for all employees which will be developed through a process of consultation.

## **8. BEST PRACTICE**

The parties to this agreement recognise that the principles of best practice should be adopted in the workplace. They agree that best practice is a process of achieving exemplary levels of performance and constantly changing and adapting to new pressures.

They agree to the adoption of a program of 'Best Practice' based on the following principles:-

- \* understanding and measuring customer needs,
- \* benchmarking,
- \* continuous quality improvement,
- \* multi-skilled workforce,
- \* flexible workforce committed to change,
- \* employee involvement.

## **9. PERFORMANCE STANDARDS/INDICATORS**

The parties commit themselves to a process of continuous improvement and acknowledge performance indicators and performance standards as a means of measuring what has been achieved and the need for any further improvements.

The primary role of performance indicators is to assist in the delivery of Business Plan Key Result Areas in the interests of customers, Council and employees and in improving the quality of service.

Performance indicators can only be developed in response to clearly articulated Business Plan objectives and implementation. These objectives will be developed through a consultative process and will be subject to regular reviews.

It is recognised that performance indicators are not an end in themselves, but are a means of identifying trends and efficiency against Best Practice benchmarks. They enable the identification of areas where there is potential for further improvements.

Key benchmark indicators shall include but not be limited to, those defined within each Business Plan, together with:-

- \* customer service (internal and external),
- \* customer satisfaction (internal and external),
- \* wastage and rework,
- \* workforce participation in productivity improvements,
- \* financial performance,
- \* staff absenteeism,
- \* increased skills and education and training,
- \* work organisation and flexibility,
- \* equipment downtime,
- \* assessments against industry standards.

Once established, performance indicators will be monitored by Library and Museum work areas and any deterioration in established standards of performance will be a signal that corrective action needs to be taken to re-establish desired levels of performance.

The Council and all employees involved in the development of benchmarks, recognise that the need for performance indicators must be effectively communicated to all employees. Appropriate communication mechanisms will be established to ensure everyone understands performance indicators and supports their use.

#### **10. SALARY ADMINISTRATION/PERFORMANCE APPRAISAL**

The Council agrees to develop and maintain a system of Salary Administration and performance appraisal to support customer service, staff empowerment and performance excellence, to be reviewed with the agreement of all parties. All Library and Museum staff are encouraged to approach their supervisors and management about their performance, career, and salary progression. It is both management and employee responsibility to ensure regular feedback of performance against agreed targets.

#### **11. PERFORMANCE PAYMENTS**

In addition to salary variations, employees will be able to receive bonus payments made available from a share of productivity savings made.

The quantum of the pool available for bonus payments will be determined by Council in its Annual Budget and will be based on the productivity targets set for the budget year. The parties agree that the Consultative Committee determine a strategy for distribution of these funds and that this be reported by 31 December, 1993.

#### **12. TRAINING AND DEVELOPMENT**

Council acknowledges that integral to its strategy of providing excellent customer service is a highly skilled and flexible workforce motivated to utilise skills without regard to artificial barriers.

Council is committed to providing training to its employees to enhance their career opportunities. Any training provided will be consistent with the future and current skill needs of the Council.

On the signing of this Agreement the parties will meet to:-

- (1) set up a process whereby the skill needs of the Library and Museum will be identified,
- (2) a training plan will be developed by 30 June, 1994, consistent with the identified skill needs,
- (3) a mechanism will be established whereby the plan will be implemented and its success monitored.

On their part, employees agree to undertake the necessary training to enable them to perform their duties competently, and to increase their skills (without artificial barriers) to provide excellent customer service.

### 13. LIBRARY CUSTOMER SERVICE DEVELOPMENT

- (a) Customer Service Development - the Library will develop an approved customer service training programme for all staff. The programme will meet the needs of Council's objectives for Customer Service and the requirements of the Training Guarantee Act.
- (b) Public Customer Service Skills Recognition - the Library and Museum Section is committed to developing customer skills recognition, through the redesign of jobs (to raise the priority of these skills in job descriptions), training, and acknowledgment of these skills in the salaries offered to staff.
- (c) Public Customer service Staffing Requirements - it is acknowledged by Council that the Library and Museum require certain levels of staffing to maintain quality customer service. Council commits to ensuring that staff levels are maintained at identified Library and Museum standards, agreed to by both parties. Library and Museum staff are committed to the development of best practice and benchmarking, and will continually redefine these standards according to best practice.

### 14. HOURS

As outlined in the Principles of Agreement, the parties are committed to establishing working hours which facilitate the provision of excellent customer service by all employees.

The parties agree that weekly hours for Library and Museum staff will be increased to 38 hours per week, in three stages. As each of these stages are phased in, staff would receive an additional one hours pay at the normal hourly rate per week.

|         |   |                   |
|---------|---|-------------------|
| Stage 1 | from 1 January, 1994                              | 36 hours per week |
| Stage 2 | from 1 January, 1995                              | 37 hours per week |
| Stage 3 | 2 years from date of acceptance of this agreement | 38 hours per week |

### 15. SHIFT ALLOWANCE

Staff agree to ensure that sufficient, appropriately qualified staff are available for desk work at all service points, and that there will be no reduction in quality service for evenings and weekends.

The existing three shift allowance will be incorporated into the weekly salary. The parties agree that this change in shift allowance payment will not have a detrimental effect on productivity.

Positions excluded are:

- Manager, Library and Museum Services
- Library Secretary/Administration Officer
- Clerical Assistant - part time
- Special Services Library Operator
- Museum staff

The following formula will apply:

- (i) Part time Librarian and Library Assistants (2) are to be paid at \$35 per week on working shifts every week.
- (ii) Remaining staff are to be paid at \$12 per week with an equitable spread of shift work with acknowledgment of maintaining quality service at all times.
- (iii) Shifts for paragraph (i) and (ii) will be limited to no more than three shifts in any one week.

Calculations - Part Time Staff

$$\frac{48 \text{ weeks} \times \$38 = \$35}{52}$$

$$\$35 \times 3 \text{ staff} \times 52 \text{ weeks} = \$5460$$

Calculations - Full Time Staff

$$\frac{48 \text{ weeks}}{3} = 16 \text{ (shift weeks per year per person)}$$

$$\frac{16 \times \$38 = \$11.70}{52}$$

say \$12

$$28 \text{ staff} \times \$12 \times 52 \text{ weeks} = \$17472$$

|                 |              |
|-----------------|--------------|
| Cost to Council | 5460         |
|                 | <u>17472</u> |
|                 | 22932        |

$$\text{Budget allocation} = \$23500$$

Shift allowance shall be incorporated into the weekly salary by the 31/01/94.

**16. ROSTERED DAYS OFF**

The parties agree that a Rostered Day Off system be maintained, but on the basis of 10 Rostered Days Off per annum commencing the first pay week in January, 1994. RDO's shall be taken subject to agreement between the employee and Library and Museum management. Up to 5 RDO's may be banked and taken at any one time.



### 17. JOB SHARING

All parties are committed to the practices of job sharing. Management and staff may individually negotiate job sharing arrangements.

### 18. JOB ROTATION

Both parties agree to the practices of job rotation where appropriate.

### 19. PICNIC DAY/BANK HOLIDAY

The parties agree that the Libraries and Museum will remain open on Picnic Day and Bank Holiday for the usual number of hours. Staff may work on either or both of these days and be credited with time in lieu to be taken at any time convenient to staff and the Department Manager.

Staff directed, in writing, to work on either or both days shall be awarded pay and conditions in accordance with the Local Government (State) Award.

Staff wishing to attend the Union Picnic will be able to do so.

### 20. SICK LEAVE

Sick Leave shall be granted in accordance with the Local Government (State) Award.

### 21. PARENTAL LEAVE

Parental Leave shall be granted in accordance with the provisions of the Industrial Relations Act, 1991.

### 22. COMPASSIONATE ~~AND BEREAVEMENT~~ LEAVE

It is agreed that staff may utilise a maximum of 3 days from their existing sick leave per year for use where there is a need to attend to a sick ~~employee~~ immediate family member. (The immediate family is defined as the employee's, or employee's spouse/de facto, parents, children, siblings). Documentary evidence is a requirement in this regard.

### 23. STUDY LEAVE

It is agreed that Study Leave be available to staff for approved courses in accordance with the Local Government (State) Award.

### 24. HIGHER GRADE PAY

Payment of Higher Grade Pay be in accordance with the Local Government (State) Award.

## **25. ANNUAL LEAVE LOADING**

The parties agree that annual leave loading will be abolished and replaced with a general pay rise of 1.35% to be rolled over into a component of the weekly wage. Incorporation of leave loading into the weekly salary shall begin by the 31/01/94. Accumulated annual leave loading prior to this date shall be paid out in a lump sum, as the funds become available. This process shall be completed by the 31/01/94.

## **26. TRAVEL ALLOWANCE**

Travel allowance will be paid in accordance with the Local Government (State) Award.

The current driving allowance paid to the Mobile Library and Special Services Library drivers, shall be incorporated into the weekly salary by the 31/01/94. Special driving licences required to drive Council vehicles, shall be paid by Council.

## **27. REDUNDANCY PAYMENTS**

Voluntary redundancy will be utilised where the option of redeployment is not viable. Where staff have had their positions abolished or substantially altered due to restructuring, Council reserves the right to reallocate staff to new positions, but will provide immediate training and pay these staff for six months at their former rate. Should redeployment not prove satisfactory, both parties shall have the option of reverting to voluntary redundancy during this six month period.

The following redundancy package will be offered as a minimum -

- \* four week's notice or pay in lieu,
- \* severance pay at the rate of 2 weeks per year of service with a maximum of 26 weeks.

## **28. SALARY EQUITY**

The parties agree with the principles of salary equity among employees performing the same duties.

Employees who are on the base salary of the appointment level will be given equity of pay through a 3.5% increase in pay levels effective from the date of acceptance of this agreement.

## **29. WORKPLACE CHILD CARE**

Council's willingness to provide workplace child care arrangements, on the basis of employees' children being guaranteed positions, with a subsidy to be provided, is welcomed by staff.

## **30. HEALTH AND FITNESS PROGRAM**

Council's offer to provide a health and fitness program for all employees, with further specific programs being developed for the benefit of employees not located at the Administration Centre, is welcomed by staff. Council vehicles maybe used by staff to get to the fitness programs.

### **31. CONSULTATIVE COMMITTEE**

The parties recognise the importance of a forum for consultative processes for matters contained within the Award and this Agreement, and further agree to implement a suitable structure for this purpose. A Staff member from the Library and Museum's Section will be offered a place on the Consultative Committee.

### **32. SALARY INCREASES**

In addition to the salary variation provided for in previous sections, the following salary increases will be provided:-

- (1) \$12 per week, on acceptance of this agreement.
- (2) \$8 per week, twelve months after accepting the agreement, subject to a satisfactory review of progress being made in the improvement of the Library's and Museum operation as measured by the performance indicators agreed.

### **33. DISPUTE RESOLUTION/DISCIPLINARY ACTION**

The aim of this procedure is to ensure that, during the life of the Agreement, grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace with minimal formality.

At any stage of the procedure, a party to the grievance or dispute may:-

- (a) request the involvement of higher level management,
- (b) seek assistance from an official of the person's union,
- (c) refer the dispute to the Industrial Commission of NSW.

The procedures to be taken in relation to this matter are appended to this Agreement and headed "Schedule A".

### **34. VARIATION TO AGREEMENT**

The parties agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement where a specific need is mutually agreed.

### **35. RENEWAL**

The Library and Museums staff and the Consultative Committee will participate in monitoring the effectiveness of the agreement and will bring to the attention of the parties any shortcomings in the timing and nature of workplace reforms arising out of the Agreement. The parties agree to commence negotiations on a new Agreement no later than six (6) months prior to the termination date of this Agreement. Management will advise the Consultative Committee when negotiations for renewal of the Agreement are due.

During this 6 months deliberation period, the parties will renegotiate a new Agreement based upon any new circumstances and the experience of the parties with the operation of this Agreement.

Notwithstanding the provisions of this clause, the parties may seek the assistance of the Unions or others during the deliberation period in negotiating a new Agreement.

Signed on behalf of LIVERPOOL CITY COUNCIL this 27<sup>th</sup> day of October 1993, in the presence of:

*Andrew Lee*

Signed for an on behalf of the employees of LIVERPOOL CITY COUNCIL by members of the Working Party nominated by those employees to negotiate an Enterprise Agreement.

*[Signature]*  
GENERAL MANAGER

*[Signature]*

*[Signature]*

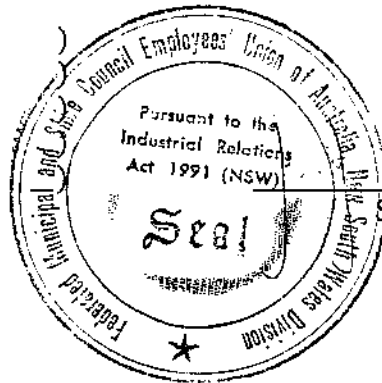
*C. Di Francesco*

*[Signature]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed for and on behalf of the FEDERATED MUNICIPAL AND SHIRE COUNCIL EMPLOYEES' UNION OF AUSTRALIA, NSW DIVISION, by the Secretary of the said Union in the presence of:

*Michelle L. Dawson*



*[Signature]*  
SECRETARY

## **SCHEDULE A**

### **DISPUTE PROCEDURE**

The procedure is to be followed as quickly as possible and should take no longer than three (3) weeks from start to exhausting all the steps involved, other than **Step 4**.

However, it is accepted that in appropriate circumstances the time frames may need to be extended by agreement of the parties to facilitate resolution of a grievance/dispute for example, if a grievance or dispute involves interpersonal conflict.

#### **Step 1.**

Where an employee has a grievance/dispute, they should raise the matter with the employee's supervisor outlining the substance of the grievance and stating the resolution sought. The supervisor and the employee should confer to resolve the matter which is the responsibility of both parties.

#### **Step 2.**

Where the dispute has not been resolved or the matter is inappropriate to be raised with the supervisor, the employee or supervisor is to refer the dispute to the next level of management outlining the substance of the issue and stating the outcome sought.

The assistance of the Human Resources Manager may be sought at this stage.

#### **Step 3.**

Where the procedure at **Step 2** has not led to an agreed resolution of the dispute, the manager involved will refer the dispute to the General Manager, indicating:

- (i) procedures followed;
- (ii) the substance of the grievance/dispute;
- (iii) the solution sought;
- (iv) the solutions offered;
- (v) recommendations if any.

The General Manager will review the dispute/grievance and seek input from the Human Resources Manager.

#### **Step 4.**

If the dispute/grievance still remains unresolved, either party may refer the matter to the Industrial Relations Commission.

In lieu of the Industrial Relations Commission, the parties may refer the dispute/grievance to private mediation utilising the services of an agreed mediator. If this course is adopted, the parties agree to accept the decision of the mediator and if appropriate, share the costs of the service.

Whilst the dispute procedure is being followed, normal work will continue. Performance of normal work whilst the procedure is being followed will not prejudice the final outcome of the dispute.

The parties are committed to observing this procedure to ensure that disputes/grievances are resolved as quickly as possible, at the lowest possible level and without recourse to any disputation.

At any stage in this procedure either party may seek the assistance of the industrial Union.

## **DISCIPLINARY PROCEDURE**

- (i) Supervisors and managers will counsel employees in regard to minor instances of poor performance rather than allow them to go unchecked until disciplinary action is needed. The aim of the informal counselling is to rectify the poor performance and avoid the need for disciplinary action.
- (ii) When disciplinary action is needed, the following procedure will be used:
  - (a) Where an employee's work performance or conduct is considered to be unsatisfactory, the employee will be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor.

Unsatisfactory work performance or conduct may include neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record will be kept on the employee's personal file of such initial warning. The employee will be entitled to sight and sign the written record and add any notations regarding the contents of the record.
  - (b) Where there is a re-occurrence of the unsatisfactory performance or conduct, the employee will be warned formally in writing by an appropriate officer of Liverpool City Council and counselled.

Counselling should reinforce: the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's work performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record will be kept of such formal warning and counselling. The employee will be entitled to sight and sign the written record and add any notations regarding the contents of the record.
  - (c) If the employee's unsatisfactory performance or conduct continues or resumes following the formal warning and counselling, the employee will be given a "final warning" stating that termination of employment could result should the unsatisfactory work performance or conduct not cease immediately.
  - (d) If the employee's performance or conduct does not improve after the "final warning", the employee's services will be terminated.
  - (e) Either Liverpool City Council or the employee may request the presence of a Union Representative at any stage in the above procedure.
- (iii) This procedure will not affect either party's right to initiate the dispute procedure of the Agreement or to notify the Industrial Registrar as to the existence of an industrial dispute.
- (iv) The number of warnings given in accordance with the disciplinary procedure may be shortened if the employee's behaviour is sufficiently serious to warrant it.

- (v) Employees will have access to their personal files and may take notes of the contents of the file.
- (vi) Nothing in the disciplinary procedure affects the right of Liverpool City Council to dismiss an employee without notice for "serious misconduct" as defined below.

**"Serious Misconduct"**

An employee of Liverpool City Council will be guilty of serious misconduct for one or more of the following offences being committed whether within working hours or not (unless specified):-

- (a) assaulting a fellow employee, a Councillor or any member of the community while undertaking the appointed duties of the position held, or threatening assault by either word or action, to a fellow employee, a Councillor or a member of the community, during working hours, irrespective of whether bodily harm is actually occasioned against the person threatened.
- (b) any employee who, during working hours, disobeys a proper, lawful instruction given, whether or not that instruction is given in writing.
- (c) any employee, either consuming alcohol or taking illegal drugs during working hours, or found to be visibly intoxicated by either alcohol or illegal drugs during working hours.
- (d) any employee who makes any unauthorised use of Liverpool City Council property including plant, tools or materials, without reasonable explanation.
- (e) any employee absconding from duty without proper authorisation from the relevant supervisor or senior staff member.
- (f) any employee who is absent without leave for more than one (1) working week.
- (g) any employee who, by action or omission, within working hours, performs any act or omits to perform any act which brings both the employee and Liverpool City Council into serious disrepute.