

ENTERPRISE AGREEMENT

NO: E.A. 139 /1994

DATE REGISTERED: 26-4-94

PRICE: \$ 26-00

LIVERPOOL CITY COUNCIL
ENTERPRISE AGREEMENT NO.1
SEPTEMBER 1993

1. TITLE/SCOPE

This Agreement shall be known as the Liverpool City Council Administrative Employees Enterprise Agreement No.1, September, 1993, and shall apply to all employees in administrative and clerical trades and occupations located at 1 Hoxton Park Road, Liverpool.

2. INDEX

PARTIES TO AGREEMENT	3
DURESS	3
TERM OF AGREEMENT	3
PRINCIPLES OF AGREEMENT	4
BEST PRACTICE	4
PERFORMANCE STANDARDS/INDICATORS	4
SALARY ADMINISTRATION/PERFORMANCE APPRAISAL	5
HOURS	5
ROSTERED DAY OFF	5
PICNIC DAY/BANK HOLIDAY	6
SICK LEAVE	6
PARENTAL LEAVE	6
COMPASSIONATE LEAVE	6
STUDY LEAVE	6
HIGHER GRADE PAY	6
ANNUAL LEAVE LOADING	6
SERVICE PAYMENTS	7
REDUNDANCY PAYMENTS	7
SALARY EQUITY	7
TRAINING AND DEVELOPMENT	7

WORKPLACE CHILD CARE	7
HEALTH AND FITNESS PROGRAM	8
CONSULTATIVE COMMITTEE	8
SALARY INCREASES	8
PERFORMANCE PAYMENTS	8
DISPUTE RESOLUTION/DISCIPLINARY ACTION	9
VARIATION TO AGREEMENT	9
RENEWAL	9
RELATIONSHIP TO PARENT AWARD	9

3. PARTIES TO AGREEMENT

The parties to this Agreement are Liverpool City Council (hereinafter referred to as the "Council" located at 1 Hoxton Park Road, Liverpool), the Federated Municipal & Shire Council Employees Union, the Local Government Engineers' Association of NSW and the Environmental Health and Building Surveyors' Association NSW (hereinafter referred to as the Unions) and all Council employees engaged in administrative and clerical duties.

4. DURESS

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

5. TERM OF AGREEMENT

This agreement shall operate on and from date of registration and shall remain in force until 22nd September, 1996.

6. 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 acknowledgment of the desirability of, and adherence to a Code of Conduct for all employees which will be developed through a process of consultation by the parties.

7. 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.

8. 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.

9. SALARY ADMINISTRATION/PERFORMANCE APPRAISAL

The Council will agree to maintain a system of Salary Administration to be reviewed with the agreement of all parties and Council's Consultative Committee and that a system of Performance Appraisal be refined and continued for all employees.

10. 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, for example the community may require expansion of operational hours.

To achieve this, the employees agree to utilise the flexibility of hours provisions contained in the Local Government (State) Award by providing staffing levels to ensure the Administration Centre is open between 8.15am and 5.30pm Monday to Friday, with a system to be developed by agreement between each Business Plan owner and staff.

It is also proposed to introduce an extension of working hours to 38 per week to ensure equity amongst all Council employees, which is to be phased in as follows:-

1.1.94

Commence a 36 hour week. This means working no additional hours per day, but banking less time to achieve 10 Rostered Days Off per year. 7 hour 30 min day

1.1.95

Commence 37 hour week. This means working a further 12 minutes per day and 10 Rostered Days Off per year are maintained. 7 hour 42 min day

On renewal of Agreement

Commence 38 hour week. This means working a further 12 minutes per day and 10 Rostered Days Off per year are maintained. 7 hour 54 min day

As each of these extensions are phased in, staff would receive an additional 1 hour's pay at the normal hourly rate per week.

Additionally, the employees agree to provide adequate staff to enable the Administration Centre to remain open between Christmas and New Year.

11. 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, and this would be facilitated by the phased in introduction of extended working hours as set out in (10) above. RDO's to be taken subject to agreement between the employee and his/her Manager.

In the event that a rostered day off is unable to be taken when it becomes due, arrangements may be made to take up to 5 RDO's at once subject to agreement between the employee and his/her Manager.

12. PICNIC DAY/BANK HOLIDAY

The parties agree that the Council offices will remain open on Picnic Day and Bank Holiday between the hours of 8.15a.m. and 5.30p.m. 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.

13. SICK LEAVE

Sick Leave shall be granted in accordance with the Local Government Salaried Award (clause 7), Local Government Engineering Staff Award (clause 7), Local Government Senior Officers' Award (clause 7) and the Health Surveyors' (State) Award (clause 7).

14. PARENTAL LEAVE

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

15. COMPASSIONATE LEAVE

It is agreed that staff may utilise a maximum of 3 days from their existing 15 days sick leave per year for use where there is a need to attend to a sick family member. Documentary evidence is a requirement in this regard. Under exceptional circumstances, additional days may be granted.

16. STUDY LEAVE

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

17. HIGHER GRADE PAY

Payment of Higher Grade Pay be in accordance with the Local Government (State) Award and be available to all staff.

18. 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. Payment of loading on accrued leave to be made as a separate payment at a time to be arranged between the parties to this agreement.

19. SERVICE PAYMENTS

The parties agree that all employees in receipt of service payments granted under Industrial Award No. 7678 of 17th September, 1986, as at the date on which they were abolished (week commencing 24.6.93) will have those amounts reinstated without retrospectivity, and that these payments be capped at those levels and rolled over into a component of the weekly wage.

20. 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.

Payments made under the provisions of this clause shall not be inconsistent with the requirements of the Employment Protection Act.

21. 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.

22. 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 their 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 Council will be identified,
- (2) a training plan will be developed by 30th 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 competently perform their duties and to increase their skills (without artificial barriers) to provide excellent customer service.

23. WORKPLACE CHILD CARE

Council will provide workplace child care arrangements on the basis of Council providing a facility where positions for employees' children would be facilitated with a subsidy being provided in accordance with the State Government's policies.

24. HEALTH AND FITNESS PROGRAM

The parties agree that Council will facilitate a health and fitness program for all employees and any abuse of the system be a matter for Divisional control, with further specific programs being developed for the benefit of employees not located at the Administration Centre.

25. CONSULTATIVE COMMITTEE

The parties recognise the importance of a forum for consultative processes for matters contained within the Award and this Agreement by the operation of a Consultative Committee.

26. SALARY INCREASES

In addition to the salary variation provided for in the annualising of Annual Leave Loadings, the following salary increases will be provided to all employees covered by this Agreement:

- (1) \$12 per week on registration of this agreement on the basis of the commitments given to implement the workplace reform process,
- (2) \$8 per week, effective from 12 months after the registration of the agreement, subject to a satisfactory review of progress being made in the improvement of the Council's operation as measured by the performance indicators agreed.

All salary increases which will be applied to above the award salaries, including leave loading, equity of pay and payment for extended working hours to be part of each employee's base salary and the minimum salaries of each level under the Salary Administration Scheme be increased accordingly.

27. 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.

28. 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".

29. 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.

30. RENEWAL

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 shall advise the Consultative Committee when negotiations for renewal of the Agreement are due.

During this 6 months deliberation period, the parties will meet in order to seek agreement/resolution of any issues.

31. RELATIONSHIP TO PARENT AWARD

This Agreement shall partially regulate the Local Government (State) Award and shall be read and interpreted wholly in conjunction with the Local Government (State) Award, as awarded from time to time, provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

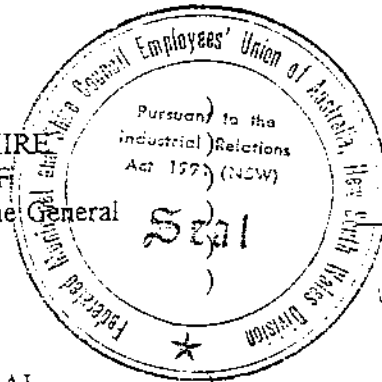
Signed on behalf of LIVERPOOL CITY COUNCIL this ...19th... day of October 1993,

Andrew de Witt

[Signature]
GENERAL MANAGER

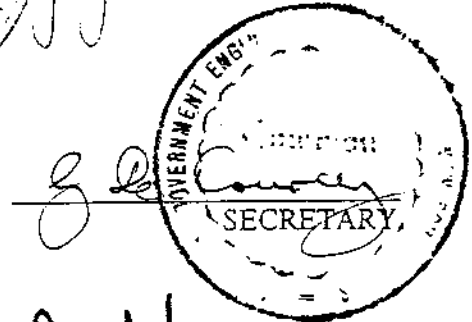
Signed for and on behalf of the FEDERATED MUNICIPAL AND SHIRE COUNCIL EMPLOYEES' UNION OF AUSTRALIA, NSW DIVISION, by the General Secretary of the said Union in the presence of:

J. McCann



[Signature]
GENERAL SECRETARY

Signed for and on behalf of THE LOCAL GOVERNMENT ENGINEERS' ASSOCIATION OF NEW SOUTH WALES by the Secretary of the said Union in the presence of:



[Signature]
SECRETARY

Signed for and on behalf of THE **BUILDING SURVEYORS' ASSOCIATION, NSW** **ENVIRONMENTAL HEALTH AND** by the Secretary in the presence of:

[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 addition to the role 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.