

ENTERPRISE AGREEMENT

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SINGLETON SHIRE COUNCIL

ENTERPRISE AGREEMENT

NUMBER ONE

17 October, 1994

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1. PARTIES TO THE AGREEMENT

An Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 115 - 142 of the said Act, entered into between Singleton Shire Council (hereinafter referred to as the "Council") and the following union organisations (hereinafter referred to as the "Unions"):

- . Federated Municipal & Shire Council Employees' Union of Australia; *NEW SOUTH WALES DIVISION*
- . Environmental Health & Building Surveyors' Association of New South Wales;
- . Local Government Clerks' Association of New South Wales;
- . Local Government Engineers' Association of New South Wales.

This agreement applies to all employees at Singleton Shire Council, at all locations, except those staff designated by Council as 'Senior Staff' in accordance with the Local Government Act 1993.

The parties declare that this Enterprise Agreement was not entered into under duress by any party.

2. DATE AND PERIOD OF OPERATION

This Agreement will take effect from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the *Industrial Relations Act 1991* and will remain in force for a period of 12 months.

3. BASIS FOR NEW AGREEMENT

The parties agree to enter into negotiations for a new agreement no later than 6 months after the registration of the agreement.

In the event that the parties fail to negotiate a new agreement and this agreement is terminated in accordance with the provisions of section 124 of the said Act, employees will revert to the appropriate award.

In the event that no new agreement is reached, any increases gained from the operation of this agreement are to be retained by the staff.

4. NEW STAFF

All new staff members, other than senior staff, are hired on the understanding that the terms and conditions of their employment are as set out in this Agreement.

5. RELATIONSHIP TO PARENT AWARD

This Enterprise Agreement shall be applied in conjunction with the Local Government (State) Award, Local Government Salaried Officers' Award, Municipal & Shire Council Wages Staff Award, Health Surveyors' (State) Award, Senior Officers' Award and the Local Government Engineering Staff Award.

Should cases arise where there is an inconsistency between the provisions of the award nominated above and this Enterprise Agreement, then the Enterprise Agreement shall prevail to the extent of removing the inconsistency.

6. ACCESS TO AGREEMENT

Copies of this agreement will be displayed within the workplace and made readily accessible to all staff and their respective unions at all times.

7. COMMON GOALS OF THE PARTIES

The parties are committed to ensuring that Singleton Shire Council achieves continuously improving performance through a Quality Service approach. This will be achieved by development of a culture which embraces teamwork, flexibility and quality in everything we do in satisfying client needs.

The parties recognise that Council must strive to maintain its financial viability in order to continue the good local government of the area, including maintenance and improvement of the Shires assets, continuation of current appropriate services and planning and development of new services, facilities and works to cater for community needs and population growth.

The parties agree that throughout the life of this agreement the following are the common goals for the parties:

To achieve a culture across the whole organisation which focuses on identifying and satisfying client needs through teamwork.

To strive to achieve optimal efficiency and effectiveness in all operations within the limited resources available to Council.

To strive for high levels of job satisfaction including fair and equitable pay for all staff.

To develop and maintain a safe and healthy work environment for staff and others within the workplace.

To maximise the potential of all staff to achieve Council and individual objectives through training and development.

To foster a participatory management style involving leadership which generates commitment, consultation and cooperation resulting in trust between all parties.

To recognise that to achieve continuous improvement and quality service requires a cultural change for management, staff, and unions, and that change might include:

- a significant difference in the nature of work and individual jobs
- acceptance of new technology
- working as teams
- greater participation in decision making affecting the work results of teams or individuals.
- higher levels of accountability for results by teams and individuals at all levels

8. COMMUNICATION

The parties agree that to meet the "common goals" of the parties, two way open communication is essential.

The Award Consultative Committee will have an important role in providing a forum for consultation between Council and its employees in implementing this Agreement and Award Restructuring.

It is recognised that all employees need to be consulted with and involved in proposed changes which will affect them.

The primary process for informing and involving employees is through their immediate line manager/supervisor discussing changes proposed by either party. This will normally be achieved by regular team communications meetings through feedback and two-way discussion.

In addition, a great deal of two way communication will occur through the Quality Team process.

The Council will ensure that other forms of communication are provided, including regular newsletters, direct mail and noticeboards as appropriate, to keep staff informed on policies, decisions and issues affecting the workplace.

For the life of this agreement it is the objective of the parties that, in addition to the regular communications meetings with their immediate supervisor, every employee will attend a structured communications group meeting with:

- their Department Director at least quarterly; and
- the General Manager at least twice per year

Structured communications group meetings include -

- briefings on coming events

- . progress on Quality Service programs
- . operations and Occupational Health & Safety performance
- . opportunity for discussion and feedback

Management undertakes to seek feedback and conduct periodic surveys to evaluate the effectiveness of the communication system and to provide direction for change that may be required.

9. QUALITY SERVICE PROGRAM

A primary tool in achieving the 'common goals' of the agreement will be the introduction of a Quality Service Program (QSP).

The parties recognise that the detailed structure and timeframe of the QSP may vary by agreement between the parties but that the QSP will be implemented within the following broad principles:

- the ratepayers, local community and visitors are the ultimate clients of all staff
- Council must base its service delivery on meeting client needs and expectations within the confines of legislative and budgetary constraints;
- Council and its total staff act as a team in delivering efficient, effective services to meet client needs
- every staff member belongs to a service team - large or small - within the Council team
- service teams have clients internal and/or external to the organisation
- each team strives to continuously improve every aspect of the work processes used to provide service delivery to its clients
- service teams comprise staff and management/supervision
- teams service other teams
- every individual staff member has a worthwhile contribution to make towards improving team efficiency and effectiveness
- individuals need and want to know their role in the team; and
- team members want feedback on their performance as individuals and as a team

The parties also agree that the following basic approach will be adopted for introducing the QSP:

- . identify the service teams
- . nominate the representative Quality Teams from the service teams
- . train sufficient staff as quality team facilitators
- . form and coach Quality Teams to:
 - . identify their products and services
 - . determine client needs
 - . determine team objectives, performance criteria and indicators
 - . identify work processes
 - . analyse work processes - identify challenges - issues
 - . categorise challenges - solve now
 - solve later (continuous improvement)
 - . determine best work organisation for the team
 - . determine team member roles
 - . develop new or revised position descriptions
 - . determine team measurement strategies
 - . undertake continuous improvement
 - . measure team performance against performance criteria and indicators

10. TEAMWORK

The parties recognise the need for teamwork at all levels and that as the Quality Service Program takes effect service teams will accept greater accountability for making decisions affecting their work as well as the results of their efforts. This will result in less need for direct supervision of the team and may take beyond the life of this agreement to achieve.

Teamwork is the key element in the implementation of this Agreement and the Quality Service Program. The parties commit themselves to developing a workplace based on cooperation, communication and continuous improvement.

11. PERFORMANCE MANAGEMENT

The parties agree with the need to develop and implement a Performance Management system which includes performance planning, review and leadership. The system should have the overall aim of helping individuals, and ultimately teams, achieve improved performance. The system will be designed in consultation with the Award Consultative Committee and the Quality Service Teams to meet the following broad criteria:

The Performance Management system should provide:

- a means for individual team members and the line manager/supervisor to agree on the responsibilities and performance criteria required within the position described in a Position Description (resulting from the Quality Team).
- appropriate day to day training, coaching, support and feedback to optimise achievement of the agreed position outcomes for the team member and the team.
- development of agreed performance plans (action plans) for the team member over a given review period, including training plans.
- a formal performance planning and review discussion at least annually between the line manager/supervisor and the team member
- access to the grievance procedure set out in Clause 18 of the Agreement for when the team member and line manager cannot reach agreement.

12. PERFORMANCE INDICATORS AND OBJECTIVES

In keeping with the "common goals", the parties agree that during the life of the Agreement there will be a strong emphasis and commitment by the parties to achieving Council's objectives and improving productivity through teamwork at all levels.

Performance indicators are a means by which interested parties can assess the quality of performance.

This is achieved by measuring actual performance and comparing it to a predetermined indicator.

The parties agree that performance indicators should be primarily used by those carrying out the work to help them achieve improved client service and productivity.

Performance indicators need to be established at two levels - the Council level and the service team level.

Where possible, the performance indicators and objectives to be targeted will be based on relevant industry best practice.

Council (Key) Performance Indicators

The parties agree that before any reasonable assessment of performance can be made, systems of measurement must be established; and that any system of measurement needs the input and support of all parties involved.

To this end management agrees to consult closely with the relevant staff and their representative committees to introduce measurement systems during the life of the agreement for the following performance areas; and staff agree to support and assist management to achieve this:

Training

Management agrees to consult with the Award Consultative Committee to agree upon a number of performance indicators which provide the means to assess achievement of training objectives.

Client Satisfaction

A community survey was conducted, in April 1994, which rated client satisfaction across a range of Council's services. In effect, the results are performance indicators measuring client satisfaction for each of the services. These 1994 survey results form the basis of measurement on which Council can assess its improvement in client satisfaction in the future.

During the life of the agreement, senior management undertakes to work with staff in the respective areas to agree upon objectives for achieving client satisfaction improvement.

Council's performance will then be reassessed against these objectives through further community surveys.

In making any assessment of performance, management and staff will take into account levels of funding provided in the annual budget for each service area being assessed and how that may impact on that area's ability to perform at the required level.

The parties agree that surveys of the community which attempt to assess client satisfaction of staff performance can be subjective and this will be taken into account when interpreting results.

Absenteeism

The parties recognise that there is room for improvement in the levels of absenteeism.

At present it is difficult to establish performance indicators due to the lack of clarity and consistent implementation of absence policy and procedures.

In consultation with the parties, management undertakes to develop administrative policies and procedures which establish criteria for all forms of absence as "approved" or "unapproved" absence.

This will enable the parties to work together to find fair and equitable ways of reducing "unapproved" absence.

Occupational Health and Safety (OH&S)

Management agrees to consult with the Occupational Health and Safety Committee to agree upon a number of performance indicators to continuously improve Council's OH&S performance across the organisation.

Management undertakes to train and fully inform staff of their responsibilities and obligations under the OH&S Act.

Team Performance Indicators

The parties also agree that during the life of the agreement each service team will have produced, through the Quality Team process, a set of performance indicators and objectives by which the team and management can assess its performance.

13. SALARY SYSTEM

As part of the implementation of the new Local Government (State) Award, Council is required to introduce a salary system.

The parties agree to work together to achieve development and full implementation of the salary system during the life of the agreement in consultation with the Award Consultative Committee.

The parties further agree that the Position Descriptions, resulting from the Quality Team process, will be the basis for determining the salary points using the OCR Job Evaluation system.

The salary system should meet the following basic criteria:

The system should:

- . be fair and equitable to all staff
- . be aimed at attracting and retaining suitable staff to meet Council's objectives
- . provide potential for staff to develop:
 - . their skills to meet job requirements
 - . their performance in achieving agreed position outcomes
 - . their salary within the designated salary range for the position
- . be suitable for Singleton Shire Council's specific needs
- . not breach the Local Government Award with regard to minimum rates of pay
- . provide an appeal mechanism

provide a regular salary review mechanism based on:

- . development of skills/knowledge within a training plan
- . performance
- . documented guidelines for the review process

The parties recognise that the Singleton Shire Council Salary System is to be developed and positions placed within the system after a process involving the following:

- . Work Organisation (and methods) Review using the Quality Team approach
- . Development of redesigned positions and agreed position descriptions through the Quality Teams
- . Determination of salary points and internal relativities using the OCR Job Evaluation System in consultation with the Award Consultative Committee.
- . Determination of the maximum position wage payable, for each position, by Council taking into account salary points and market forces and Council's financial capacity and resources.

The parties recognise that a staff member's salary may be revised in two ways:

1. a salary may be increased as a result of a salary review within the available potential range for their current position; and/or
2. an Enterprise Agreement adjusts the salary (and at the same time adjusts the maximum of the range for the position by the same amount)

The parties agree that no staff member shall suffer a reduction in salary as a result of this process.

It is the intention of the parties to achieve the following target dates for implementation of the salary system:-

1. Salary progression model developed Oct-Dec 1994
2. Revised position descriptions developed - completed by 31 March 1995
3. Job evaluation via OCR system by Job Evaluation panels completed by 30 April 1995
4. Job evaluations reviewed by senior management and Award Consultative Committee
5. Rankings of all staff within the salary system referred to General Manager for determination
6. Staff advised of work value points by 31 May 1995
7. All positions placed in the salary system by 31 May 1995
8. Establish salary range for each position by 30 June 1995
9. Placement of person in salary system - General Manager to oversee and approve salary changes by 31 July 1995
10. Salary adjustments - where necessary effective from 1 June 1995

14. FORTNIGHTLY PAY

The parties agree that on the ninth day of February, 1995 all staff will have transferred to a system of fortnightly payment of salaries/wages. Management agrees to consult closely with the Enterprise Committee to reach agreement on the least disruptive transfer process for staff.

15. TRAINING AND DEVELOPMENT

The parties agree that a training plan will be developed for all staff and that the training plan will be developed between the staff and their respective line managers/supervisors.

Training plans determine the structured on-the-job and off-the-job training programs to be undertaken by the team member over a particular time period.

Training plans will be determined after the completion of three processes:

- documentation by each Quality Team of the new or revised Position Descriptions for every service team position;
- the conducting of a Skills Analysis to determine the skills/knowledge required to competently do the job; and
- the conducting of a Skills Audit to determine the skills/knowledge possessed by the job incumbent.

The parties recognise that structured training should be supported by a range of activities which provide overall development of the team member. These will help the team member achieve in their current position as well as develop towards their career goals in other future positions to which they aspire.

Development activities include:

- . day to day coaching, advice, support and feedback
- . encouragement to undertake further career relevant educational studies
- . undertaking a broader scope of tasks within the team
- . relieving other positions

The parties also recognise that structured training provided in a given period will be limited by Council's budget allocation for that period.

The training funds made available should be sufficient to meet the training plans agreed between management and individual staff to enable reasonable progression through the salary range and as identified through the Performance Management System and Quality Service Program.

16. EMPLOYMENT SECURITY, FLEXIBILITY, & HOURS OF WORK

It is not a specific objective of Council, during the life of this agreement, to reduce overall staff numbers.

During the life of this agreement:

- . there will be no forced redundancies or retrenchments
- . staff numbers may only be reduced by natural attrition

The parties recognise that the results of the work organisation review conducted by the Quality Teams may change the methods of work or the way work is structured across teams, within teams or positions. Changes may be minor or significant.

It is further recognised that individual roles may also change leading to redefined Position Descriptions. These reviews will be handled in a consultative manner.

The parties agree that for the life of this agreement, in the event that a staff member's position is displaced by changing work organisation or new technology:

- . the staff member will be offered an alternative position within Council; and
- . every effort will be made to match the skills, qualifications, and experience of the staff member to the alternative position in so far as possible and in consultation with the staff member; and
- . every effort will be made by both parties to reach agreement on the nature of the alternative position; and
- . where the staff member takes up an alternative position, appropriate, structured training will be provided; and

where an alternative position has a maximum salary range less than the staff member's old position maximum salary, there will be no loss of current ordinary rate of pay (as at the time of change) for that staff member.

Hours

The parties agree that during the life of this Agreement specific groups of staff may independently agree with their management at Director level to alter the starting and finishing times to improve efficiency, effectiveness or safety provided that there is no adverse effect on internal or external client service. Any such agreement is to be trialed, for a period not exceeding six months, at the completion of which the group will assess the affects on productivity and client service and staff.

The implementation of any changes agreed within a specific group or area will not create a precedent nor interfere with the operations of other work groups.

17. CONTRACTORS

The parties agree that by embracing the Quality Service Program as the vehicle for change that the first priority is to have Council staff retain work wherever possible through the investigation of work practices using the flexibility provisions of this Agreement rather than opting for the use of contractors.

It is accepted that for the life of this agreement that Council may from time to time for reasons of efficiency, lack of resources and technical expertise, contract out particular work.

18. GRIEVANCE AND DISPUTES PROCEDURE

The parties recognise that if a staff member or a team has a grievance it should be satisfactorily resolved, as quickly as possible, without deterioration in client service. It is the intention of both parties that, wherever possible, problems raised by the complainant will be resolved between the team member (or the team) and the immediate manager/supervisor. This approach is seen as a normal part of the Performance Management System.

The important consideration is for both management/supervision and staff to provide each other feedback on any matter affecting or likely to affect achievement of Council's objectives.

Unresolved grievances can ultimately affect results.

Disputes Settlement Procedure

The parties agree that:

- i. where the immediate manager/supervisor has discussed the problem raised by either party, and the team member or team is not satisfied with the outcome then;
- ii. the team member or team requests a meeting with the next level of management who strives to resolve the dispute through open two-way discussion involving both parties to the dispute;
- iii. if the dispute is still not resolved the matter is referred to the Division Director and/or the General Manager, who strives to resolve the dispute;
- iv. if the dispute is still not resolved, the assistance of the NSW Industrial Relations Commission is sought.

At any stage of the Grievance and Dispute Settlement Procedure either party to the dispute may seek the assistance of the relevant Union representative or the Local Government and Shires Association's Industrial Division or both. Where an external Union official takes part in discussions between the parties to the dispute, the General Manager or the General Manager's representative, will also be present.

The parties agree that every effort will be made by both parties to resolve any problems raised by either staff or management/supervision:

- . at the lowest possible level in the organisation;
- . as quickly as possible;
- . with minimal disruption to external or internal clients; and
- . following the agreed grievance and dispute settlement procedure

All parties recognise that all steps will be adhered to before any industrial action is taken.

19. ENTERPRISE AGREEMENT PAYMENTS

This agreement shall take effect from the date of registration. There shall be two pay increases during the life of the agreement. All staff covered by this agreement at the date of registration will accrue the first increase of \$20.00 per week from October 1, 1994 or the date of employment, whichever is later. This increase is payable in the first pay period after registration of the agreement.

The second increase of \$10.00 or 2% (whichever is the greater) is payable six (6) months from the date of registration.

The following pay offers are subject to the contents of this Enterprise Agreement remaining unaltered.

Pay Increase (i)

In recognition of:

- . the commitment to the common goals of the Agreement;
- . the commitment of the parties to positively support the introduction of the Quality Service Program;
- . the agreement to the introduction of a salary system covering all staff;
- . the agreement to the introduction of a performance planning and review system (Performance Management);
- . the commitment to teamwork, establishment and achievement of agreed team performance indicators and objectives;
- . the commitment to participate with management in introducing performance indicators and measurement systems which are relevant and easily understood;
- . the agreement to participate in, contribute to and by agreement demonstrate flexibility in the work organisation restructure process through Quality Teams;
- . the agreement to transfer to fortnightly pays;
- . the agreement to follow the Grievance and Dispute Settlement Procedure; and
- . for all other commitments made under this agreement;

all full-time staff will be entitled to a pay increase of \$20 per week accrued from October 1, 1994 payable after registration of this agreement by the Industrial Registrar.

Part-time and casual rates of pay will be increased on a pro-rata basis from the same date.

Pay Increase (ii)

In recognition of :

- . the anticipated time taken to conduct the Quality Team work organisation review;
- . the anticipated time taken to develop and introduce the salary system and performance management system;
- . the achievement of reasonable progress on the introduction of the Quality Service Program;



and the demonstrated reasonable progress towards achievement of the Council's Key Performance Indicator Objectives;

all full-time staff will be entitled to a pay increase \$10 or 2% of their base rate of pay per week, (whichever is greater) payable 6 months after registration of this agreement.

Part-time and casual rates of pay will be increased on a pro-rata basis from the same date.

The parties recognise that these pay increases are in addition to the current award or over award rates of pay currently assigned to staff within Council.

20. NO FURTHER CLAIMS

The Unions and every staff member undertakes that, for the life of this Agreement, there will be no further claims for wage increases other than those prescribed in this Agreement.

21. GLOSSARY OF TERMS

Absenteeism:	The practice of absenting oneself from duties.
Approved Absence:	Any absence from work which is described within Human Resource Management policies and procedures as "approved"
Unapproved Absence:	Any absence from work which is not defined as "approved" in the Human Resource Management policies and procedures.
Client:	An internal or external to the organisation person, or group, who receives product or service from a supplier.
Complainant:	One who makes complaint concerning an issue related to any aspect of his/her work or working environment.
Continuous Improvement:	A Quality Management Principle which seeks on-going improvement of the organisation's performance at all levels.
Contractors:	Any third party contracted for a specific task for a predetermined cost and time.
Dispute:	A grievance registered by either party with the Industrial Relations Commission.
Duress:	Coercion or compulsion to perform some act such as to deprive it of voluntariness. A contract made under duress is voidable at the option of the person subjected to duress.
Enterprise Agreement:	Agreement directly made between an employer and employees affecting wages and working conditions at a particular workplace or enterprise with or without the participation of the union.
Grievance:	An aspect of employment conditions which gives an employee cause for complaint.
Job Evaluation:	The systematic approach to determine the work value of positions within Council according to the six skill descriptors detailed in the Award.
Leadership:	Providing direction, coaching and support to teams or team members to help them achieve objectives.
Measurement System:	A system for collecting performance information in the appropriate form and comparing this to performance indicators and objectives.

Natural Attrition:	The reduction in numbers of staff through voluntary resignation.
New Employees:	Any employee appointed after the commencement date of this agreement.
Participatory Management style:	An approach to managing which maximises the involvement of employees in the processes leading to decisions which affect their work.
Parties to the Agreement:	All parties as defined in Clause 1 of this Agreement
Performance Criteria:	The means to measure or assess if an objective or work activity is being achieved.
Performance Indicators:	A unit of measure of performance.
Quality Service Program:	A program of activities involving all staff in identifying client needs, continuously improving the processes which lead to service delivery and building quality into everything we do.
Redundancies:	A situation in employment where due to economic, technological or other reasons, some employees become superfluous to or unnecessary for the requirements of the employer's enterprise and their job ceases to be done.
Registration of the Agreement:	The formal registration of the Agreement by the NSW Industrial Relations Commission.
Salary Range:	The difference between the minimum and maximum rate of pay for a position.
Salary System:	A system developed to provide a flexible and equitable assessment of a rate of pay for all employees to which it applies according to the value of their work.
Retrenchment:	The termination of employment contracts for workers due to redundancies.
Service Team:	A cellular work team or group of employees which supplies products or services to its clients.
Skills Analysis:	The detailed study of the skills and levels of skills required for a particular job

- Skills Audit:** The detailed study of the skills held by an employee
- Staff:** All permanent full-time, part-time and casual staff employed at Singleton Shire Council.
- Structured Training:** Any form of training whether it be internally or externally provided, which is structured around documented and relevant outcomes.

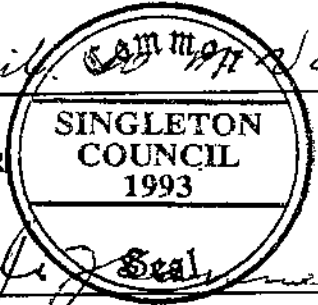
SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of
Singleton Shire Council

The Common seal of Singleton Shire
Council was affixed on this, the fourteenth
day of November, 1994.

Neil Common Seal

MAYOR



Seal

GENERAL MANAGER


EMoore

WITNESS

Signed for and on behalf of:

The Federated Municipal & Shire Employees'
Union of Australia

Council
NEW SOUTH WALES
Division



B. Kilby

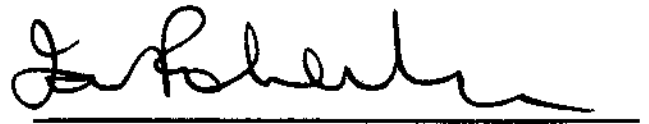
BARRY JOHN KILBY
Sub-Branch Secretary
Municipal Employee's Union of NSW,
Newcastle Office.

[Handwritten signature]


WITNESS

Signed for and on behalf of:

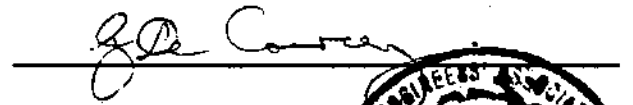
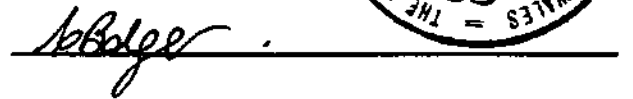
The Environmental Health and Building Surveyors'
Association of New South Wales




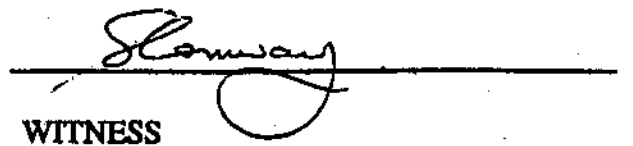
IAN ROBERTSON
Secretary


WITNESS

The Local Government Engineers' Association
of New South Wales


GARY DE COURCEY
Industrial Officer
WITNESS

The Local Government Clerks Association
of New South Wales


COLIN ERNEST GREGG
ACTING SECRETARY
WITNESS