

ENTERPRISE AGREEMENT

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DATE REGISTERED: 6-3-95

PRICE: \$ 18-00



WOLLONDILLY
SHIRE COUNCIL

ENTERPRISE AGREEMENT

between

Wollondilly Shire Council
Federated Municipal & Shire Council Employees' Union,
New South Wales

Environmental Health & Building Surveyors' Association
of New South Wales

Local Government Engineers' Association
of New South Wales

September 1994

**WOLLONDILLY SHIRE COUNCIL
ENTERPRISE AGREEMENT**

1. TITLE

This Agreement shall be known as the Wollondilly Shire Council Enterprise Agreement, September 1994.

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1. **INCIDENCE**

This Agreement shall apply to all employees of Wollondilly Shire Council, covered by the Local Government (State) Award, the Local Government Salaried Officers' Award, the Municipal and Shire Council Wages Staff Award, the Health Surveyors (State) Award and the Local Government Engineering Staff Award. With the exception of those employees designated as "senior staff" by Council, who are the General Manager, Directors and independent contractors contracted by Council.

2. **PARTIES BOUND**

The parties to this Agreement are Wollondilly Shire Council (hereinafter referred to as the "Council"), the Federated Municipal & Shire Council Employees Union NSW, the Environmental Health and Building Surveyors' Association, and the Local Government Engineers Association (hereinafter referred to as the "Unions"). The parties declare that this Enterprise Agreement was not entered into under duress by any party to it.

3. **NEW EMPLOYEES**

The parties agree that any new employee who is engaged by Council during the term of this Agreement shall become a party to the Agreement. The new employee shall, as from the date of becoming a party, be entitled to all benefits and be bound by all obligations under this Agreement, as identified in Section 120(b) of the Industrial Relations Act 1991.

4. **TERM OF AGREEMENT**

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's registration and shall remain in force for a period of twelve (12) months from that date. If a new agreement has not been registered this agreement will continue subject to the agreement of all parties.

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 and Shire Council Wages Staff Award, Health Surveyors (State) Award and the Local Government Engineering Staff Award.

Should inconsistencies arise between the provisions of the Awards nominated above and this Enterprise Agreement, then the Enterprise Agreement shall prevail to the extent of the inconsistency, unless specifically provided within this agreement.

6. **AIM OF AGREEMENT**

The signatories to this Agreement are committed to Wollondilly Shire Council becoming a leader in Local Government, characterised by customer satisfaction, innovation and continuous improvement.

The objectives of this Agreement are:-

- a. the provision of quality services, both to the community of Wollondilly and to our internal customers.
- b. management and staff to work towards the attainment of the strategies, objectives and action plans of the Wollondilly Shire Council Management Plan
- c. the development of a "productivity council" which ensures that the pursuit of continuous improvement, through the adoption of best practice and the acceptance of change as a normal and necessary pre-requisite for improvement.

The benefits derived will include:-

- a. improved customer satisfaction
- b. the provision of employment security to Council staff through enhanced productivity and the development of new services
- c. the sharing of productivity gains with all staff based upon sustainable and demonstrable improvement in performance.

7. AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by the Agreement as required by section 130 of the Industrial Relations Act 1991.

8. UNION PICNIC DAY/BANK HOLIDAY

The parties agree that the Council offices will remain open on Picnic Day and Bank Holiday between the agreed hours. Employees who work on either or both days will be paid normal pay rates and will be credited with time in lieu to be taken at any time convenient to staff and the Supervisor.

9. PAY RATES

The Council acknowledges that its employees are its most valuable asset, and agrees to increase existing pay rates in recognition of productivity gains already achieved by staff and as a goodwill gesture aimed at securing future co-operation.

All full time employees covered by this Agreement will be entitled to a pay increase of \$17.00 per week which is above the basic wage to the parent Award. The rates of pay contained in Clause 9 Attachment 3 to this agreement take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid in accordance with that Clause 9 Attachment 3 on and from 1 October 1994 or the date of employment, whichever is the later.

The rates of pay contained in Clause 9 Attachment 3 and the payment for the employment period preceding the registration of this agreement are to be paid in the first pay period following registration of this agreement.

Handwritten signatures and initials, including a large circular mark and the initials 'M.E.F.'.

Part time and casual employees will be entitled to a pro rata increase based on their normal weekly working hours.

This increase will be absorbed into any increases flowing from any State Wage Case decision which comes into effect prior to 1 October 1995, provided that any pay rates do not at any time fall below minimum rates under the New South Wales Local Government (State) Award and the Local Government Rates of Pay (State) Award.

The Unions undertake that for the life of the Enterprise Agreement, there will be no further across the board pay increases sought or granted, except for those detailed in the Agreement.

Further enterprise payments may be agreed to during the course of this agreement based on measurable productivity improvements and the pay structure will also provide for an individual performance reward system.

10. ANNUAL LEAVE LOADING

All full time employees will be entitled to a pay increase of 1.35% of annual pay in lieu of the annual leave loading payment. All full time employees covered by this Agreement will be entitled to a pay increase of \$17.00 per week. The rates of pay contained in Clause 9 Attachment 3 to this agreement take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid in accordance with that Clause 9 Attachment 3 on and from 1 October 1994 or the date of employment, whichever is the later.

The rates of pay contained in Clause 9 Attachment 3 and the payment for the employment period preceding the registration of this agreement are to be paid in the first pay period following registration of this agreement.

The parties agree that if as a result of the Local Government (State) Award - Phase 2 Negotiations, that if the rate of the increase stated in the Award for incorporation of leave loading into the rates of pay varies from that in this agreement that the Award shall prevail.

11. JOB EVALUATION

The Job Evaluation Report and the resultant evaluated positions and grades as adopted by Council is to be included in the terms of this Agreement. The minimum pay levels set for each grade represents phase 1 of determination and implementation of Council's pay policy and structure. Further processes included in this Agreement will result in the completion of this process and include Skills Audit, Training Programme and Performance Evaluation.

Pay adjustments as a result of evaluation are over and above the increases resulting from this agreement.

12. PAY INCREMENTS - CESSATION OF

A central objective of Job Evaluation is the elimination of anomalies and inequities. The existence of incremental advancement for a few employees under the current pay structure is seen to perpetuate inequities.

The parties agree that in consideration for the pay increase and settlement of anomalies identified under job evaluation, the payment of pay increments cease.

13. DISPUTES PROCEDURE

Objectives of this Procedure

It is the objective of these guidelines to create and maintain an environment where grievances and disputes are identified, heard and are solved and to ensure that grievances and disputes are solved as fairly and promptly as possible in a consistent manner. It is also intended to empower supervisors and managers to resolve grievances as close to the source of complaint as possible.

Under the Industrial Relations Act, a GRIEVANCE is a personal complaint or difficulty. It is any work related matter which is causing an employee distress or concern.

A DISPUTE generally refers to a complaint or difficulty that affects more than one employee. This formal procedure provides an opportunity to resolve a dispute before industrial action occurs.

The procedure is to be followed as quickly as possible and should take no longer than seven (7) working days (excluding RDO's, weekends and public holidays) from start to exhausting all the steps involved, other than Step 4.

At any stage in this process either the Council or the employee(s) may request the presence of a Union representative.

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.

Dispute Procedure

Step 1 - Where an employee or group of employees has a grievance/dispute, they should raise the matter with the immediate 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. This should happen as soon as possible, or at most within 48 hours and should be documented.

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 Program Manager outlining the substance of the issue and stating the outcome sought.

The assistance of the Human Resources Officer 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 matter will be referred to the Division's Director.

Step 4 - Where the procedure at Step 3. has not led to an agreed resolution of the dispute, the Director 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 Officer.

Step 5 - If the dispute/grievance still remains unresolved, either party may refer the matter to the Industrial Relations Commission whose decision will be accepted as final.

The parties by agreement 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. If the parties cannot agree on a mediator the Industrial Relations Commission may appoint one.

Whilst the dispute procedure is being followed, normal work will continue in accordance with Wollondilly Shire Council's directions. 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. The Industrial Registrar may however, be advised of the existence of a dispute at any time during the procedure.

14. COMMITMENTS

The parties agree that on or before 1 October 1995 the following programmes and processes will be finalised and ready for adoption in the next Enterprise Agreement and the following matters to be dealt with concurrently:

- (a) Performance Evaluation linked to employee salaries }
- (b) Pay structure which includes performance evaluation and performance reward system }
- (c) Skills Audit programme to identify training requirements } Pay Structure
- (d) Training and Staff Development Plan. }
- (e) Equal Employment Opportunity Policy, Programme and Procedures }
- (f) Sick Leave/Workers Compensation bonus incentive system }
- (g) Formalised Communications System to enhance and ensure two-way communication flow within Council
- (h) Key Performance Indicators to reflect Council efficiency, productivity and effectiveness at all levels within Council.
- (i) Any other productivity measures as determined and agreed to by the parties during the currency of this Agreement.

15. EMPLOYMENT SECURITY

The parties agree that it is Councils intention to provide full job security to all staff. However if in an isolated case, an employee does not wish to take up a position, as offered, and there is no practical alternative the Council will engage the provisions of the Local Government Act 1993 (Schedule 7 Clause 40). Additionally Council will provide an outplacement/career management services from a recognised external provider as appropriate for any employee concerned.

If an employee does wish to take up an alternative position as a result of restructuring, appropriate redeployment and training in this area will be provided and if there is a reduction in pay, the existing pay will be maintained for a period of 6 months.

16. 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.

17. RENEWAL

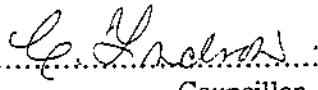
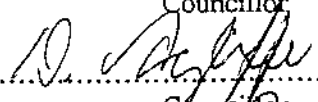
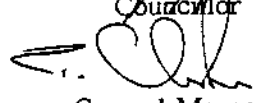
The parties agree to commence negotiations on a new Agreement no later than six (6) months prior to the termination date of this Agreement. Consultative Committee will be advised of this Agreement when ratified.

epdc
PLC

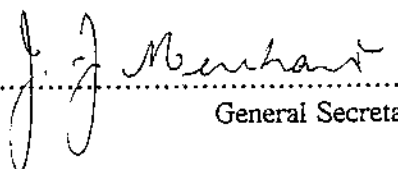
18. SIGNATORIES

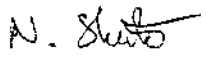
The following parties are signatories to this Agreement:-

The Common Seal of Wollondilly Shire Council was hereunto affixed the 31st day of October 1994 in pursuance of a resolution passed by the Council on the 26th day of ~~1994 (Minute No. 0000)~~ September 1994) (Minute No. CW59/94))


 Councillor

 Councillor

 General Manager

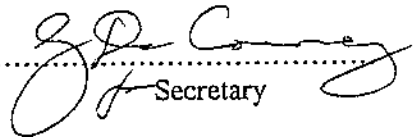
Signed for and on behalf of the Federated Municipal & Shire Council Employees Union, NSW, by the General Secretary of the said Union Jack Merchant in the presence of:

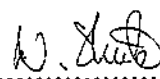

 General Secretary



 Witness

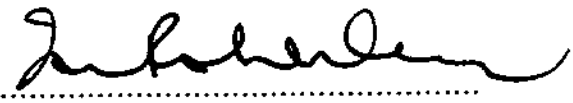
Signed for and on behalf of the Local Government Engineers Association of NSW by the Secretary of the said Union Gary De Courcay in the presence of:

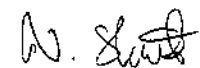

 Secretary



 Witness

Signed for and on behalf of the Environmental Health & Building Surveyors Associations of NSW by the General Secretary Ian Robertson in the presence of:


 Secretary



 Witness