

# ENTERPRISE AGREEMENT

NO: E.A. 236 /1996

DATE REGISTERED: 14-8-96

PRICE: \$ 52-00

## WINGECARRIBEE SHIRE COUNCIL

This agreement has been reached through the co-operative effort of Council, Management and Staff with a shared commitment to improving service to the community through improved productivity and sharing of gains.

While there has been rapid reform and restructuring both in the Local Government Industry generally and within Wingecarribee Council specifically, notwithstanding Council's commitment to job security for staff, the rapid change has created an environment of uncertainty for the staff.

In spite of the uncertainty, staff have maintained and improved productivity which was acknowledged by Council in December 1994 with the granting of a pay rise to all staff and commitment to development of an Enterprise Agreement.

This first Enterprise Agreement deals with several specific issues already negotiated at a local level and with the intent of providing an umbrella agreement to permit further negotiations during the life of the Agreement, particularly to facilitate negotiation of local workplace arrangements that are expected to be developed through the Award restructuring process and in particular job redesign.

There has been a particular focus on the health and welfare of staff with specific clauses to encourage improved fitness, health care and support during periods of illness, injury or grief. This has been coupled with more flexible working arrangements toward improved matching of work, family and personal needs.

Not only does this directly benefit staff, but together with a commitment to a continuous quality improvement program, is expected to improve relations between staff, management and Council, improve service delivery through improved staff morale, more flexibility in meeting customer needs and reduced absenteeism and accidents.

**1 TITLE**

This Agreement shall be referred to as the Wingecarribee Shire Council Enterprise Agreement No.1.

**2 ARRANGEMENT (TABLE OF CONTENTS)**

This Agreement is arranged as follows:-

	<u>Page</u>
3. APPLICATION	5
4. RELATIONSHIP TO AWARD	5
5. COMMENCEMENT AND DURATION	5
6. DEFINITIONS	5
7. DURESS	6
8. STATEMENT OF INTENT	7
9. OBJECTIVES AND CRITERIA	7
10. ACCOUNTABILITY	7
11. CONTINUOUS IMPROVEMENT PLATFORM AND JOB RE-DESIGN	7
12. NEW EMPLOYEES	8
13. EXTENDED SICK LEAVE	8
14. TIME IN LIEU	10
15. FAMILY AND BEREAVEMENT LEAVE	11
16. FITNESS, HEALTH AND WELFARE PROGRAM	12
17. HOURS OF WORK	13
18. OTHER BENEFITS	14
19. EXPENSES AND ALLOWANCES, OVERTIME AND PUBLIC HOLIDAY PENALTIES	15
20. TRAVEL TIME AND ALLOWANCES AND START/FINISH LOCATIONS	15
21. RESOURCES AND EQUIPMENT	15
22. INCENTIVE SCHEMES	16
23. SHARING OF GAINS	16
24. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE	16
25. CHILD CARE	18
26. TRAINING	18
27. FUTURE NEGOTIATIONS	18
28. PERFORMANCE INDICATORS/MEASURES	19
29. ON-GOING ROLE OF ENTERPRISE BARGAINING TEAM	20
30. AGREEMENT TO BE DISPLAYED	20
31. DECLARATION AND SIGNATORIES	20
32. SIGNATORIES	21

3 APPLICATION

The Enterprise Agreement shall apply to all staff of Wingecarribee Shire Council employed in the trades and occupations covered by the Local Government (State) Award 1995.

Employees engaged on a casual basis in accordance with the award provisions will not be entitled to the provisions of Clause 13 through to 16, 18 and 23 of this Agreement. These clauses are as follows:

- Clause 13 -Extended Sick Leave
- Clause 14 Time In Lieu
- Clause 15 Family and Bereavement Leave
- Clause 16 Fitness, Health and Welfare Program
- Clause 18 Other Benefits
- Clause 23 Sharing of Gains

4 RELATIONSHIP TO AWARD

This agreement is to be read and interpreted wholly in conjunction with the Local Government (State) Award 1995. In the event of any inconsistency this Agreement shall prevail.

5 COMMENCEMENT AND DURATION

5.1 This Agreement shall operate from the date of certification under the provisions of the Industrial Relations Act 1991 and continue in force thereafter for a period of two years;

5.2 This Agreement shall not be varied except by mutual consent of the parties during the nominated period of the agreement.

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6 DEFINITIONS

EMPLOYEES

All staff employed by the Council in accordance with Clause 3 of this Agreement

THE AWARD -

The Local Government (State) Award 1995

THE PARTIES

The Council; and  
The Combined Unions of  
Wingecarribee Council  
representing the local branches of:

THE AUSTRALIAN SERVICES UNION OF NEW SOUTH WALES;  
THE LOCAL GOVERNMENT ENGINEERS ASSOCIATION OF NEW SOUTH WALES;  
THE ENVIRONMENTAL HEALTH AND BUILDING SURVEYORS ASSOCIATION OF NEW SOUTH WALES;  
THE FEDERATED MUNICIPAL AND SHIRE COUNCIL EMPLOYEES UNION OF AUSTRALIA, NEW SOUTH WALES DIVISION

ENTITLEMENT YEAR

The period between each employee's individual entitlement date of Annual, Sick, Family and Bereavement Leave.

ENTERPRISE BARGAINING TEAM

The staff elected to represent employees and those appointed to represent Council in the Enterprise Agreement negotiations.

RELEVANT SUPERVISOR

The person to whom an employee reports.

CASUAL EMPLOYEE

Means employee engaged on a casual basis in accordance with the Award.

THE COUNCIL

Wingecarribee Shire Council.

SENIOR STAFF

As defined by the Local Government Act 1993.

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CONSULTATIVE COMMITTEE

Means the Consultative Committee appointed under the terms of the Local Government (State) Award 1995.

**7 DURESS**

This agreement was not entered into under any duress by any Party to it.

**8 STATEMENT OF INTENT**

The parties to this Agreement are committed to co-operating positively to increase the efficiency of the organisation and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- 8.1 establish skill-related career paths;
- 8.2 eliminate impediments to multi-skilling;
- 8.3 broaden the range of tasks which a worker may be required to perform;
- 8.4 achieve greater flexibility in workplace practices;
- 8.5 eliminate discrimination;
- 8.6 improve operational and capital efficiency;
- 8.7 a commitment to meeting customer service needs;
- 8.8 match the of needs of both customers and staff.



## 9 OBJECTIVES AND CRITERIA

At the commencement of negotiations the parties adopted a series of objectives and criteria which are attached at Appendix B.

## 10 ACCOUNTABILITY

10.1 The Enterprise Bargaining Team has responsibility for implementing, maintaining and monitoring this Agreement.

10.2 All Parties, Managers, Supervisors and staff have responsibility for implementing and co-operating with the spirit and intent of this Agreement.

## 11 CONTINUOUS IMPROVEMENT PLATFORM AND JOB RE-DESIGN

The Parties agree to co-operate in implementing continuous quality improvement and job re-design programs.

## 12 NEW EMPLOYEES

The parties agree that this Agreement will apply to employees engaged by the employer as defined in Clause 3 during the term of this Agreement.

## 13 EXTENDED SICK LEAVE

A series of criteria were established in negotiating this clause - Refer Appendix A.

Application for sick leave in excess of Award entitlements should be made through the relevant Manager to the relevant Director for approval, applying the following criteria:

- a) A medical evaluation to be undertaken by Council's Consultant Doctor at the discretion of the Director;
- b) Employment history;
- c) Fitness to continue employment and any limitations/medical constraints to perform their current duties;
- d) Any preventative steps taken to reduce the incidence of sick leave;

AP

- e) If unable to continue current job either in the short term or indefinitely, consideration of options for retraining and/or redeployment;
- f) The Director will have discretion to approve up to five days additional sick leave per year per employee but any further application will require referral of the staff member to Council's Consultant Doctor in consultation with the treating Doctor, for advice and assistance in rehabilitating/managing the situation in a manner similar to Workers Compensation rehabilitation.
- g) The Award provision minimum qualifying period for sick leave will apply ie after one months service.
- h) For new staff, if a person declares a pre-existing condition when recruited which is accepted by Council it may not necessarily disqualify them from this arrangement.
- i) Any abuse of sick leave ie taking such leave when not genuinely ill, shall exclude such employee from the benefits of this clause with any continued abuse being subject to disciplinary action, at the discretion of the relevant Director.
- j) Council is committed to assisting sick or injured staff in a speedy, full recovery and early return to work by maintaining contact and offering Council's assistance on request in facilitating liaison with relevant support agencies.

In order to maintain uniformity and application of the policy, approval is at the discretion of the relevant Director, but an appeal process will be available through the grievance procedure.

#### 14 TIME IN LIEU

Where an employee has a short term personal or immediate family need the employee may, by agreement with his/her relevant supervisor, take up to two (2) hours leave in a day to meet that need, provided such leave is made up within two (2) weeks before or after the required time.

In addition to the Award provisions, the following arrangements will apply:

- 14.1 Planned appointments must be at a time to minimise disruption, cost and is convenient to both staff and Council and will generally be at the start or end of day or one hour either side of meal break.

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- 14.2 Any time in lieu arrangements are to be agreed in advance between the employee and relevant supervisor, and where necessary the supervisor is expected to liaise with the relevant manager for any accommodating arrangements ie the principle of those accountable for performance must have authority to maintain control is to be preserved;
- 14.3 Any time in lieu arrangement must be settled/made up within a two week time frame before and/or after any leave taken ie make-up time must be worked within two weeks before and/or after the leave period;
- 14.4 Staff will not be allowed to accrue a bank of time in lieu hours in excess of Award provisions, other than as identified in Clause 14;
- 14.5 This arrangement is not a defacto flexible working hours arrangement and any abuse of this arrangement may exclude the employee from the benefits of this clause;
- 14.6 To ensure staff are covered for Workers Compensation Insurance, attendance and timesheets should record actual hours worked with a notation on the timesheet when time in lieu is being taken and when time is being made up. Staff are not to record work on the job when they are not in attendance. It will not be necessary for staff to complete leave applications as this will be an arrangement made between each employee and their supervisor;
- 14.7 All time in lieu worked will be credited at single rates ie there will be no overtime or penalty rates. Employees will draw a normal weekly pay every week. Weekly pay will not be adjusted for time in lieu.
- 14.8 This clause will apply to all staff covered by this Agreement.
- 14.9 All arrangements must be agreed between the employee and the relevant supervisor, but noting where someone is too ill to work they would be unable to continue anyway.
- 14.10 Such arrangement shall not comprise safety or personal welfare.
- 14.11 Employees are responsible for arranging their own transport from the workplace.

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## 15 FAMILY AND BEREAVEMENT LEAVE

In addition to the Award provisions, the following arrangements will apply:

- 15.1 Family Leave entitlements will be permitted to accrue over a maximum three year period (triennium).
- 15.2 The triennium will commence from the last entitlement date prior to the commencement of the Enterprise Agreement for each employee.
- 15.3 Staff may elect to utilise family leave entitlements for bereavement leave needs in excess of Award provisions.
- 15.4 It is agreed to extend the Bereavement Leave entitlement definition to include grand parents and grand children. Further, that other close family and friends may also be included, subject to approval of the relevant Manager and/or Director.
- 15.5 It is agreed to negotiate Family Leave entitlement definitions following a review of the effect of other changes, within the life of the Enterprise Agreement. In the meantime, in other circumstances outside the Award definitions such as caring for aged dependants, other forms of leave will be made readily available eg time in lieu, annual leave, long service leave, use of RDO's. It will be an understanding that the organisation will have a sympathetic response, subject to maintaining services and organisational needs.

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AP [Signature]

## 16 FITNESS, HEALTH AND WELFARE PROGRAM

### 16.1 Health Awareness

Health awareness programs sponsored by various health authorities will be promoted for all staff covered by this Agreement. This would include information on topical health issues identified by recognised health authorities and specific issues raised by staff and information associated with preventative measures.

### 16.2 Preventative Health Measures

A subsidy of up to \$100.00 every three years to each employee will be made available for a preventative medical check-up where Council would reimburse the gap between any Medicare and medical fund rebates including any other tests required. Satisfactory evidence will be required to be provided when applying for this allowance.

### 16.3 Fitness Program

This clause entitles staff to an interest free loan generally between \$200.00 to \$500.00 per annum for the purpose of participating in a recognised training/fitness/health orientated program of activity which is supervised by a person with a recognised relevant qualification. Such payment would be repaid at an agreed rate over a period of 12 months by the employee to Council.

Each loan will be secured by an authority being provided by the employee for Council to deduct any outstanding amounts from pay or entitlements, in the event of default.

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## 17 HOURS OF WORK

The parties agree all Award provisions concerning hours of work shall apply subject to the following variations, it being noted the Award essentially permits agreement between management and staff to vary spread of hours over seven days a week, 24 hours a day:

- 17.1 Short term arrangements of three months or less to vary working hours are not required to be referred to the Consultative Committee;
- 17.2 Management and/or staff are not compelled, but may refer, any change in spread of hours to the Consultative Committee for comment and recommendation;
- 17.3 It is envisaged any major changes with significant implications for staff and/or the organisation will be referred to the Consultative Committee for comment and recommendation;
- 17.4 The parties recognise concern about the possibility of an individual perceiving duress in dealing with a Manager while at the same time recognising that an individual/s cannot hold up an imperative change which meets the objectives of the organisation, and complies with the spirit and stated intent of this Agreement and the Local Government (State) Award.

Therefore, if agreement is not reached between management and an employee or employees, the matter shall be referred to the Consultative Committee in the first instance for comment and recommendations. If agreement still cannot be reached either party may pursue the grievance procedure.

Where possible the option of relocation without loss of pay or benefits will also be available to an employee unable to reach agreement with management.

- 17.5 All permanent changes in working hours agreed to at a local level are to be notified to the Consultative Committee.
- 17.6 Any changes in working hours will only be considered in full consultation with affected staff and where appropriate, by following the job redesign procedure adopted by the Consultative Committee.
- 17.7 The parties agree to negotiate a flexible/roster working hours system during the first 12 months of the Enterprise Agreement, and in the interim, to maintain the present 19 day month arrangement.

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*ap* *[Signature]*

**18 OTHER BENEFITS**

The parties agree to introduce a discount fuel card scheme subject to satisfying ICAC concerns and receipt of a proposal, through the calling of Tenders, which is considered to be suitable by the Enterprise Bargaining Team.

Council will facilitate this Scheme with each employee being responsible for payment of accounts issued on their card/s. The arrangement will be secured by an authority being provided for Council to deduct any unpaid accounts from pay and entitlements, in the event of default.

The facility is to be established at the commencement of the Agreement and its continuance will be subject to demonstration of improvements toward achievement of the Intent, objectives and performance targets during the life of this Agreement.

Any staff who abuse or are unprepared to co-operate with the provisions of this Agreement shall be excluded from this benefit at the discretion of the relevant Director. However, the dispute and grievance procedure is available for any appeal.

The Scheme may be discontinued at the end of this Agreement, if performance targets are not met or if through abuse of the system and/or payment defaults, the parties agree the administration of the system has become too expensive.

**19 EXPENSES AND ALLOWANCES, OVERTIME AND PUBLIC HOLIDAY PENALTIES**

The parties agree:

19.1 Aggregation of expenses and allowances, overtime and public holidays penalties will be permitted by agreement between management and staff at a local level. Wherever possible it is intended to negotiate to reach agreement. However, where agreement cannot be reached on any such proposals, the matter may be referred to the Consultative Committee in the first instance for comment and recommendations, and subsequently may be dealt with through the grievance procedure.

19.2 No employee will be compelled to enter into this arrangement if they are disadvantaged financially or in any other way, and will not be discriminated against.

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## 20 TRAVEL TIME AND ALLOWANCES AND START/FINISH LOCATIONS

The parties agree it is the intention that starting and finishing on the job should be considered at the local level.

Any Award entitlements arising from such proposals could be aggregated under the provisions of Clause 19 of this Agreement.

Any proposal to vary start and finish times or places will be subject to the consultative processes contained in Clause 17 of this Agreement.

## 21 RESOURCES AND EQUIPMENT

The implementation of this Agreement requires flexibility on the part of all parties. To achieve the desired improvements in productivity will require the appropriate flexibility in the allocation of resources by Council. It is recognised that this will be done within the overall budget, priorities and corporate goals set by Council as outlined in its Management Plan.

## 22 INCENTIVE SCHEMES

The Parties acknowledge the difficulty in funding such Schemes and agree that during the life of this Enterprise Agreement this matter be further negotiated if cost savings are generated through the implementation of this Agreement to enable funding of an Incentive Scheme.

Any Incentive or Bonus Scheme would consider incentives already included in any salary performance system and the full flow-on cost for other benefits included in the Agreement.

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## 23 SHARING OF GAINS

- 23.1 The parties agree that the sharing of any gains achieved through implementation of the Enterprise Agreement will be on a 50/50 basis ie the value of any gains, as assessed and agreed by the parties less the cost of implementation of this agreement and other additional employment costs except Award increases, will be shared on a 50/50 basis and returned to staff through improved benefits and conditions.
- 23.2 A timetable will be negotiated during the first three (3) months after commencement of this Agreement, to implement strategies which are contingent upon benefits accruing from this Agreement, such as incentive schemes.
- 23.3 Any sharing of gains will be assessed and Agreement reached on distribution of gains at least annually.
- 23.4 The intention of Clause 23 is to record the parties intentions and implement a process of sharing gains as a result of productivity improvements of the Enterprise Agreement.
- 23.5 It is anticipated that the basis of productivity improvements and the calculation of gains is determined by measurements of the KPI's identified and detailed in Clause 28.

## 24 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

The principle of conciliation by direct negotiation shall be adopted for the purpose of the prevention and settlement of any dispute that may arise in the application of this Agreement.

Any dispute or claim shall be dealt with in the following manner:

- 24.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative or other person agreed between Management and the employee; and the Council represented by the Local Government Association or other body or person as Council decides.
- 24.2 Except for safety matters, during this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, work is to proceed as normal.
- 24.3 The employee(s) shall notify the relevant supervisor or manager of any grievance or dispute in writing or otherwise.
- 24.4 A meeting shall be held between the employee(s) and the relevant supervisor or manager to discuss the grievance or dispute and the remedy sought within two working days of notification.

- 24.5 If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held within three (3) working days.
- 24.6 If the matter remains unresolved it shall be referred to the general manager for determination. The response shall be in writing within five (5) working days and if unsuccessful, will include the reasons for not implementing any proposed remedy.
- 24.7 Where the matter continues to be unresolved the parties will refer it to an independent mediator, acceptable to both parties, for mediation.
- 24.8 Where the matter remains unresolved, it may be referred to the employee's union or representative, and by the general manager or other authorised officer to the Local Government Association, or other Body or person as Council decides, for further discussion between the parties.
- 24.9 In the event of this procedure failing to prevent or settle the matter the Industrial Registrar may be advised by either party and requested to arrange for a conference under the terms of the *Industrial Relations Act 1997 (NSW)* to consider the matter and the parties hereto agree to abide by any resultant decision.

## 25 CHILD CARE

- The parties recognise the difficulties in obtaining access to child care facilities, particularly for age 0-2 year olds and make a commitment to do a needs assessment during the life of the Enterprise Agreement.

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**26 TRAINING**

The parties recognise the value of training to both individuals and the organisation as a whole and make a commitment for Council to provide and for staff to participate in Council's training plan which comprises 5 elements:

1. On the job;
2. Organisational wide programs;
3. Specific programs for individuals, and/or work teams within each Division;
4. Traineeships and/or apprenticeships;
5. Education assistance program.

Wherever possible training programs should lead to recognised accreditation.

**27 FUTURE NEGOTIATIONS**

In addition to any commitments for further negotiations, already contained in this Agreement, the parties agree:

- 27.1 To refer the balance of priorities listed in Appendix C attached for negotiation.
- 27.2 Consider Long Service Leave at half pay.
- 27.3 Any other issue which may arise and be considered by the team to be a priority.

The parties agree to commence negotiations towards Enterprise Agreement No.2 no later than 15 months after this agreement's registration.

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ap [signature]

## 28 PERFORMANCE INDICATORS/MEASURES

28.1 In addition to any other specific measures contained elsewhere in this Agreement, the parties agree to aim for improvement in the following key performance indicators:

- \* Time to process applications;
- \* Lost time (unscheduled absences ie sick leave, accidents, workers compensation);
- \* Cost to produce/cost to support/overheads;
- \* Utilisation of equipment;
- \* Complaints Registered/Correspondence/Response time;
- \* Road repair/road maintenance/construction - cost per klm;
- \* Staff turnover;
- \* Costs per rate assessment;
- \* Supply water/sewer costs per kl;
- \* Insurance Premiums/Accident Rates;
- \* Number of Industrial disputes - present figure for each;
- \* Net cost of services.

28.2 The above list of key performance indicators is not exhaustive but it is noted improvement should not be achieved at the expense of customer service or quality. Performance indicators will be measured quarterly in conjunction with the General Manager's Quarterly Report required under the Local Government Act.

28.3 The specific units of measure will be developed and agreed between Management and the Enterprise Bargaining Team by the date of registration of this agreement which will focus particularly on areas of change to enable measurement of productivity improvements particularly through the Enterprise Agreement.

These units of measure may be varied during the life of this agreement by agreement between the parties.

### 28.4 Sick Leave Targets

It is agreed a target is to reduce the rate of sick leave (ie number of days sick leave taken per employee per annum) by two days by the end of the term of the Enterprise Agreement subject to an expectation of on-going improvement during the life of the agreement.

The sick leave performance is to be measured quarterly. Seasonal factors as measured by State or industry averages will be taken into account in the above measure, if available.



**29 ON-GOING ROLE OF ENTERPRISE BARGAINING TEAM**

The parties governed by this Agreement agree to the continuation of the Enterprise Bargaining Team as a consultative mechanism representing the employer and employees and/or unions for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise and to monitor operation of the Enterprise Agreement.

**30 AGREEMENT TO BE DISPLAYED**

Copies of the Enterprise Agreement shall be displayed in places readily visible and accessible to all parties covered by the Agreement.

**31 DECLARATION AND SIGNATORIES**Declaration

This Enterprise Agreement has been negotiated through extensive consultation between management and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:

- a) Is not contrary to public interest;
- b) Is not unfair, harsh or unconscionable;
- c) Was at no stage entered into under duress, and;
- d) Reflects the interests and desires of the parties.

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32 SIGNATORIES

This Agreement is made [PLACE] on this the \_\_\_\_\_ Day of \_\_\_\_\_ 1995

SIGNED FOR AND ON BEHALF OF

SIGNED FOR AND ON BEHALF OF

WINGECARRIBEE SHIRE COUNCIL

Employees of WINGECARRIBEE SHIRE COUNCIL

THE SEAL of WINGECARRIBEE SHIRE COUNCIL was hereunto affixed pursuant to a resolution of the Council and in the presence of:

THE AUSTRALIAN SERVICES UNION OF NEW SOUTH WALES;

*Alison Peters*  
Signed \_\_\_\_\_ Witness \_\_\_\_\_

THE LOCAL GOVERNMENT ENGINEERS ASSOCIATION OF NEW SOUTH WALES;

*[Signature]*  
Signed \_\_\_\_\_ Witness \_\_\_\_\_

THE ENVIRONMENTAL HEALTH AND BUILDING SURVEYORS ASSOCIATION OF NEW SOUTH WALES;

*[Signature]* *B. Somerville*  
Signed \_\_\_\_\_ Witness \_\_\_\_\_

THE FEDERATED MUNICIPAL AND SHIRE COUNCIL EMPLOYEES UNION OF AUSTRALIA, NEW SOUTH WALES DIVISION

*[Signature]*  
Signed \_\_\_\_\_ Witness \_\_\_\_\_

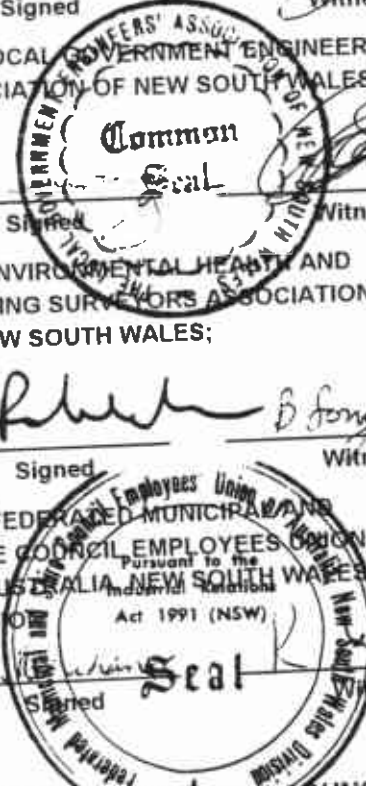
WINGECARRIBEE SHIRE COUNCIL JOINT UNIONS COMMITTEE

*[Signature]* *J. W. Handley*  
Signed \_\_\_\_\_ Witness \_\_\_\_\_

*[Signature]*  
MAYOR

*[Signature]*  
GENERAL MANAGER

*Wal. Robinson*  
WITNESS



**APPENDIX "A"**

Per-Negotiation-Team-meeting-13-June-1995--Criteria-for-Negotiation-Sick-Leave  
(Criteria-will-become-test-against-any-changes-made)

Criteria-are-listed-in-order-of-priority:

1. Meeting-minimum-Award,-Legislative-and-Industrial-Commission-requirements:
  - (a) Links to Award restructuring to be conscious of areas of overlap eg performance management system;
2. Meeting-Council-budgets;
3. Meeting-Council-objectives-per-resolution-of-December-1994;
4. To be measurable, open and available, communicate to staff, council, community, set sick leave target, define what sick leave is ie criteria which defines sick leave (predictable, unpredictable etc);
5. To be fair and equitable--available-when-needed-but-not-abused;
6. Individual-job-security-not-reduced-by-changes-to-sick-leave-provisions;
7. All-parties-must-agree/accept/reach-consensus:
  - (a) Protect/preserve privacy rights as much as possible;
8. Service-levels-to-be-maintained;
9. Acceptable health and safety levels to all parties including the community are to be protected;
10. Total-remuneration-to-be-maintained.

**ADDITIONAL CRITERIA PER ENTERPRISE NEGOTIATION OF 6 JULY 1995 RE:  
UNLIMITED SICK LEAVE**

- I. There should be established limits and qualifying criteria;
- II. There should be a measurable reduction in sick leave to fund any new benefits;
- III. It was agreed to note there may be an indirect impact on reduced Workers Compensation claims;
- IV. The arrangement is principally for serious, debilitating and life threatening illnesses;
- V. There should be time limits on chronic illnesses and a requirement for a regular review to assess the employees ability to return to full duties (similar to Workers Compensation Rehabilitation process);

- VI. The Agreement should not put an employee in a situation where work or a commitment to return to work may aggravate an illness;
- VII. Although the employees own doctor may be the treating doctor, such leave will be subject to Council's consulting doctor's assessment (again similar to Workers Compensation situations);
- VIII. Pre-existing conditions may disqualify employees eg conditions not disclosed at time of employment. (Due to anti-discrimination implications this criteria was subsequently deleted).

APPENDIX "B"

**OBJECTIVES & CRITERIA**

The parties agree that the objectives and criteria of this Agreement are to facilitate:

- A. Per Council Resolution of 14/12/94
  - a. Measured improvement of productivity;
  - b. Quantified improvements in quality of services and facilities;
  - c. Improvement of customer services;
  - d. Maintenance of costs within existing Budget structure;
  - e. Maintenance of the current value of benefits to all staff;
  - f. Establishment, maintenance and improvement of key performance indicators;
  - g. Achievement of Corporate Goals and Management Plan strategies;
  - h. No increase in existing 5 year projected rate structure which is currently maintenance of general rates in line with CPI adjustments, 5% annual increases in sewerage charges for planned augmentation works and water usage charges sufficient to recover full capital and operating costs;
  - i. Period of agreement to be 2 years commencing from 1 July 1995;
  - j. No downgrading in services other than planned changes reflected in the Management Plan;
  - k. Increased flexibility in work practices to facilitate above objectives;
  - l. Sharing of productivity gains on an agreed basis.
- B. Compliance with all minimum Award Requirements and requirements of Industrial Relations Commission for ratification of an enterprise agreement.
- C. Adoption of a Continuous Improvement Platform such as total Quality Management or Best Practice.
- D. Agreement consistent with Award Restructuring Program (eg Job redesign, salary system, performance management system etc.)
- E. Must be measurable to demonstrate benefits - should agree on measures and targets.
- F. Must include a mechanism to communicate achievements eg Quarterly Report - staff and Council must see benefits of change.

**APPENDIX "C"**  
**FURTHER NEGOTIATIONS**  
**(Listed in Priority Order)**

	A	B	C	D	E	F	G	H	TOTAL POINTS
1. <u>Productivity</u>	8	15	10	10	2	5	15	8	73
- Training (link with other groups)									
- Continuous improvement platform									
- Resources - equipment									
- Performance measures									
2. <u>Functional Parts of Agreement</u>	10	7	10	2	5	2	15	15	66
- Dispute resolutions									
- Accountability									
3. <u>Organisation</u>	8	10	10	5	5	5	5	15	63
- Use of contractors/casuals									
- EEO									
- Competitive tendering									
- Business units									
- Job re-design									
- Recruitment/redundancy									
4. <u>Flexible Working Hours</u>	5	12	8	8	4	2	13	10	62
- Start and finish times									
- Working from home (tele-commuting)									
- Extended working hours									
- Overseas work exchange									
- Accumulating/change RDO's									
- 9 Day fortnight									
- Proportionate RDO's for part-time staff									
- Job share									
5. <u>Working Conditions</u>	5	15	6	7	4	1	10	10	58
- Accommodation and shelter									
- Car pool system for outdoor staff									
- Meal breaks									
- Place of work (and start/finish work on the job)									



	A	B	C	D	E	F	G	H	TOTAL POINTS
6. <u>Leave</u>	5	7	10	10	5	1	10	7	55
- Leave without pay									
7. <u>Non-Cash Benefits/Incentives</u>	7	10	5	8	5	2	15	2	54
+ Corporate uniforms									
+ Child care (eg after school)									
- Club membership									
8. <u>Remuneration</u>	5	7	10	10	5	1	10	7	47

Ranking Criteria:

	MAX POINTS
A Can reach Agreement by the Dead line (time frame)	10 points
B Importance & benefit to staff vs Benefit to council	15 points
C the issue benefits a few vs many (equity)	10 points
D Benefits are easily measurable, are appreciated and valued	10 points
E Ease of implementation vs difficulty	5 points
F An existing Policy or Practice that already covers the issue	5 points
G Industrial Relations and political sensitivity (staff/council/community)	15 points
H Cost to Council	15 points