



BANKSTOWN
City of Progress

Enterprise Agreement No.1

August 1996

B a n k s t o w n C i t y C o u n c i l

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PART A

1. OBJECTIVES OF PART A

The objectives of Part A are to define the formalities attached to the making of this agreement and state the intentions of the parties concerning the future development of agreements applicable to the Council and its employees.

2. PARTIES BOUND

- * The Council of the City of Bankstown
and;
- * The Municipal & Shire Council Employees Union of Australia, New South Wales Division
- * The Local Government Engineers Association of New South Wales
- * The Environmental, Health & Building Surveyors Association of New South Wales
- * The Electrical Trades Union of Australia, New South Wales Division

and shall be binding on all staff of the Council.

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

2A WHO IS COVERED BY THE AGREEMENT

All trades and occupations covered by The Local Government (State) Award 1995, The Local Government (Electricians) State Award and the Municipal and Shire Council's Nurses (State) Award.

3. DATE OF OPERATION/DURATION

This Agreement will have effect from the date of registration and will lapse two (2) years from the date of registration. Upon consensus of those covered by the Agreement, the Agreement is renewable, negotiations are to commence no later than six (6) months prior to expiration of the Agreement.

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In the event that the Agreement is not renewed, terms and conditions of employment will continue as if the Agreement was still in place. In the event either party wish to negotiate a new Agreement the parties shall endeavour to complete negotiations within six months of notification.

The Agreement may be terminated before expiry of the specified term (2 years) only with the mutual agreement of all parties and the NSW Industrial Registrar is notified in writing.

4. DEFINITIONS

Umbrella Agreement	Means Bankstown City Council Enterprise Agreement No. 1.
The Award	Means The Local Government (State) Award 1995, The Local Government (Electricians) State Award and the Municipal and Shire Council's Nurses (State) Award.
The Act	Means the Local Government Act of 1993 and regulations made thereunder.
Weekly Salary	Means the weekly rate of pay received by an employee at the time of making this agreement subject to variations made under the agreement.
J.C.C.	Means Council's Joint Consultative Committee as duly constituted.
Consultation	Means consultation through Council's Joint Consultative Committee (JCC) with advice forwarded to the relevant unions.
Hourly Rate of Pay	Means an employee's salary divided by prescribed working hours, exclusive of allowances.
Staff	Means permanent employee's of the Council (part or full-time) who are covered by the Awards referred to in Clause 2A.
Partner	As spouse is defined in the Sex Discrimination Act 1984
Family	Shall mean parents (including foster and step-parents) grandparents, legal guardian, sister (including half, foster and step-sister), brother (including half, foster and step-brother), partner (including defacto and same sex partner), child (including step, foster child), parents and grandparents of the partner.

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5. RELATIONSHIP WITH AWARDS

This Agreement has precedence over those Awards referred to in Clause 2 A pertaining to employment at Bankstown Council. Where however, the Agreement is silent upon any issue pertaining to conditions or terms of employment then any relevant provision contained within the award will have effect.

6. VARIATION TO AGREEMENT

This agreement may at any time be varied in accordance with Clause 125 of the Industrial Relations Act 1991 with the agreement of all of those covered by this Agreement, however, the nominal term (2 years) of the Enterprise Agreement cannot be varied

PART B

7. OBJECTIVES OF PART B

Part B addresses all issues pertaining to the continued implementation of continuous Quality Improvement (TLC).

8. MANAGEMENT/UNION PARTNERSHIP (JCC)

A key strategy for further implementing Continuous Quality Improvement in Bankstown City Council will be the maintenance of a genuine partnership between management, staff and unions which embraces the concerns and interests of the Council, the community and all the staff. This strategy will be based on the continuing operation of high level, strategic consultative forum via the JCC which management and unions can openly discuss and reach consensus on a wide range of issues such as :-

- * Representing the views of staff;
- * Improving communications and mutual respect and understanding between Councillors, Management and Staff;
- * Scrutinising and reviewing staff and employment policy and practice;
- * Overseeing Council's efforts in respect of continual quality improvement (TLC);
- * Any other functions which may be prescribed with the JCC Constitution;

The JCC is to meet no less than every two (2) months.

9. STRATEGIC PLANNING/CITY PLAN 2000

CITY PLAN 2000 was adopted by Council in 1995 which is a living document which continues to determine the strategic goals and objectives for the City of Bankstown.

The vision, mission and values of CITY PLAN 2000 represent the context in which the parties commitments in this agreement will operate.

Our vision:

Council's vision as set out in the CITY PLAN 2000 has six (6) elements:

- * High quality residential development, street scape and urban design.
- * A clean, green, healthy and bio-diverse natural environment
- * Ready access to top class sporting, recreational and cultural amenities.

-
- * The City's status as a major regional centre, sustainable business investment and high levels of local employment.
 - * A strong sense of community and social justice.
 - * Road and transport infrastructure throughout the City which provides for safe and efficient movement of people and goods.

Our mission:

Council's mission as a corporation is to pursue and achieve the vision through:-

- * Sound long term planning and the maintenance of democratic principles, integrity, openness and community participation.
- * Services which are absolutely focussed upon the current and future needs and expectations of customers.
- * Services which are efficient, competitive and represent value for money.
- * A working environment for staff which fosters innovation, equal opportunity, job satisfaction and performance.

10. **COMPETITIVE TENDERING & COMPETITION POLICY**

The parties acknowledge that in respect of some operations it may be necessary to use external contractors because:-

- a) Council's own capability, after analysis or tender, is shown not to be cost competitive in comparison to external contractors or;
- b) Council has insufficient staff and resources to undertake the work within the required time-frame.

To ensure a level playing field is applied to the process of competitive tendering, Council have adopted a competition policy which sets out the tendering criteria. The competition policy will also contribute towards Council's vision for the city and its mission as a corporation by:

- **Better Quality Service Innovation**

Many areas of human endeavour benefit from competition. In commerce and industry, it is recognised as intrinsic to innovation and outstanding customer service. There's no reason local governments experience will be any different.

- **Least Cost Service**

Similarly, competition imposes the discipline of keeping costs to the minimum level necessary to produce a product or service at any given level of quality. There's no reason why residents in Bankstown should have to pay more for a service (through rates or fees) than is absolutely necessary once Council has specified the level and quality of service required.

- **Community Confidence**

By exposing ourselves to competition and winning, we will win increased community confidence in the efficiency of our own operations and right of own operations to continue to deliver services where they are truly competitive.

11. **TEAM BASED STRUCTURES**

The parties are committed to develop work teams across the entire operations of the Council. These teams conform to a chain of supplier-customer relationships. The key purpose of this team based structure is to fulfil the Council's reasons for existence; to identify and meet the requirements of its customers, both internal and external.

Satisfying internal customers through the team network will ensure that quality service is provided to external customers, that is the community.

To ensure that the team based structure is further developed and effectively implemented the parties agree to:-

- * Provide structured training for work teams in the Quality Improvement Process.
- * Encourage work teams through the Quality Improvement Process to focus on process improvement through a detailed study of work processes.
- * Review and modify where necessary Council systems and processes to support the team based structure and the customer focus emphasis.
- * Review of team performance targets as part of the Quality Improvement Process.

12. **COMMUNICATION**

The parties acknowledge that effective communication is vital to improving the Council's performance and the achievement of those goals. The parties further acknowledge the vital role to be performed by JCC and maintaining regular communication with staff.

13. **QUALITY IMPROVEMENT**

Council has introduced continuous quality improvement practices. The approach is known as T.L.C. (Think Like the Customer). Council acknowledges the importance of staff being involved in T.L.C. projects and other initiatives aimed at quality improvement. Staff agree to support and co-operate with the T.L.C. concept and philosophy.

14. **COUNCIL'S IMAGE**

The parties agree to make every effort to project Council's image in a positive light.

PART C

15. OBJECTIVES OF PART C

Part C addresses organisational issues which support continuous Quality Improvement and the implementation of effective team processes.

16. EQUAL EMPLOYMENT OPPORTUNITY

The parties to this Agreement are committed to the application of Equal Employment Opportunity principles within Bankstown City Council. The adoption of these principles will ensure that Council's staff are provided with a work environment free of discriminatory practices ensuring equity in all employment opportunities and related issues.

To achieve Council's EEO program, all parties agree to co-operate in the activities associated with the ongoing review, and implementation of Council's EEO Management Plan.

The parties to this Agreement acknowledge that every member of staff is responsible for promoting a workplace which is fair, equitable and free of harassment and discrimination.

Council undertakes to support the concept of job-sharing and investigate child care facilities in order to provide more opportunities for parents to participate in the workforce.

17. SECURITY OF EMPLOYMENT

The Council undertakes that there will be no forced retrenchments during the course of this Agreement. In the event that it is necessary to reduce staffing levels, Council undertakes to abide by its Redeployment/Redundancy Policy dated 30th November, 1995.

Further, Council acknowledges that the purpose of its Redeployment/Redundancy Policy is not to provide a mechanism to significantly reduce staff numbers, but rather to deal with special circumstances and opportunities. The use of the voluntary redundancy provision will be minimal. There is no intention for the life of this agreement to offer redundancy packages across the organisation in order to down-size.

The parties acknowledge however, that Council has a duty to terminate the employment of any staff member who is:-

- (a) guilty of serious misconduct or corruption or;
- (b) has continuously failed to meet acceptable performance standards and has been counselled in accordance with clause 20 of this Agreement.
- (c) has been assessed by the Government Medical Officer as unable to return to normal duties on the grounds of total and permanent disability.

18. PART-TIME, JOB SHARE AND CASUAL EMPLOYMENT

(I) Council is committed to providing a more flexible workplace for employees as it is recognising the need for staff to be able to combine their work and family responsibilities. In providing this flexibility in working conditions for staff, Council also acknowledges the advantages to the business, some of which include:-

- * Retention of skilled workers
- * Savings on re-employment and retraining
- * Lower absenteeism
- * Increased productivity
- * Job satisfaction and improved morale
- * Greater flexibility

DEFINITIONS:

- (a) **Part-time** - Shall be less than full time hours as provided in the Local Government (State) Award 1995, that being 35 hours for salaried staff and 38 hours for wages staff.
- (b) **Job share** - A voluntary arrangement in which two or more people share one full-time job, each working part-time on a regular on-going basis.
- (c) **Casual Worker** - Shall mean an employee engaged on a day-to-day basis.
- (d) **Temporary Worker** - Shall mean someone who is employed either full time or part time for a specific purpose or to cover fluctuating work loads. Employment with Council will terminate at the end of the period/completion of project or upon the presentation of suitable notice, as per the conditions of employment. Regular reviews of temporary employees will be made. (Includes temporary workers relieving staff on maternity leave).

PRINCIPLES:

(a) **Part-time**

Part-time employees are entitled to the same status as full-time employees, and shall be given equal opportunity to apply for:

- study leave
- job rotation
- selection for relieving in higher grade positions
- promotion, appointment and selection
- training and advancement opportunities
- redundancy, redeployment or retraining.

Prior to commencing part-time work the employer and employee must agree in writing upon:

- the nature of work to be performed
- the hours to be worked
- the days upon which they shall be worked and
- the commencing and finishing times for the work.

(b) Job Share

Where it is requested by an employee and agreed to by Council, full time positions may be converted to job sharing arrangements. These arrangements will be subject to:

- * the practicality of the position being job shared
- * there being no loss in quality or efficiency of service provision as a result of job share.

Any participants within the Job Share arrangement is to be classified as part-time employee and as such, they are entitled to all the above mentioned conditions and entitlements.

(c) Casual

A casual employee is not to replace an employee of Council on a permanent basis. As such, casuals are to be employed on a day-to-day basis and should not be employed on a regular roster basis.

All casuals shall be paid the hourly rate plus a twenty percent loading in lieu of all paid leave contained in this enterprise agreement or the appropriate award as referred to in Clause 2A or its successor. Overtime shall be paid where a casual employee works outside the ordinary hours for that position.

Casual staff are not entitled to the Community Satisfaction Bonus.

(d) Temporary

A temporary employee will be paid at the entry level rate of pay and normal progression within Council's salary system for the appropriate grade and will be entitled to pro-rata annual leave. Temporary staff will be entitled to a maximum of 15 days sick leave after thirty days service. Notice requirements when sick will remain as per the Award. Temporary employees will not be entitled to parental leave unless employed for a period of more than 12 months, study assistance, or other over Award entitlements as determined by Council.

19. OCCUPATIONAL HEALTH AND SAFETY

Health and Safety: Council commits to maintaining policy, procedures and systems which ensures a safe and health environment for staff.

Personal Assistance: Council undertakes to make available professional counselling for employees in need as determined by Corporate Development.

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Health & Fitness: Council undertakes to investigate the implementation of a Health & Fitness Program for all staff before the expiration of this Agreement.

20. GRIEVANCES AND DISPUTES PROCEDURES

Shall be in accordance with Council's guidelines and procedures for Staff grievances and Disputes dated August, 1996 and marked Appendix B.

21. IMPROVING WORK ATTENDANCE

The parties acknowledge that the achievement of the goals stated in Clause 26, has the potential to reduce absenteeism from the workplace.

For the purposes of this Clause the level of absenteeism is to be calculated by comparing total hours lost as a percentage of total hours worked.

The parties agree as a target to endeavour to have absenteeism reduced to 2.5% by the end of the Agreement (current estimate 3.5%).

Staff agree to make every endeavour to notify Council of their inability to attend work prior to their normal start time.

22. NEW TECHNOLOGIES

The parties acknowledge the role of technology in achieving the goals.

Council undertakes to, as far as possible, provide staff with modern and efficient plant and equipment, Council and staff agree to consult on the introduction of new technologies which can be demonstrated as consistent with improved customer satisfaction, safety and efficiency subject to security of employment for staff.

23. STAFF DEVELOPMENT

The following initiatives are to be pursued and are supported by those covered by the Agreement.

Training: Council undertakes to compile an annual training programme which, in consultation, targets strategic priorities and the needs of staff for career and personal development and if necessary, the redeployment of staff.

Council further undertakes that each business unit must annually commit to training an amount equivalent to at least 1.5% of its wages/salary budget. However for the first two years funds for training will be provided from a general training fund.

Education: Council is to provide support to staff in accordance with Council's "Staff Education & Training Practice."

Career Path Planning:

Council undertakes to have completed a competency based career path plan for every member of staff by **December 1997**. The career plan will plot potential career options and required training skills or education for all staff. As far as possible, Council will ensure its training efforts address these needs.

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Performance Planning/Appraisal:

So that staff have expectations of them made clear and receive meaningful feedback on performance, Council will have completed for every member of staff, a performance plan by **December 1997**. An annual appraisal of every member of staff is to be completed by **March** of each year and a performance plan completed for the ensuing year. Council undertakes to ensure adequate training is provided in consultation with staff and prior to implementing the performance planning/appraisal system.

24. SALARY SYSTEM

Council agrees to develop a competency based pay scheme which allows for salary progression based upon the acquisition and use of prescribed skills and competencies by **December, 1997** and when developed the Agreement will be varied in accordance with Clause 125 of the Industrial Relations Act, 1991.

Operation of the Salary System

Entry Levels

Entry levels for job functions will be determined by the agreed Job Evaluation Process.

Progression within the Salary System

Progression within the salary system in a job function will be based on the acquisition and use of the required competencies as determined through the competency standards development process.

It is recognised the salary system does not place artificial restrictions on progression within the salary structure.

The number of competencies required within a function and the number of positions available in the organisation will determine progression opportunities.

Competency Assessment will be carried out by staff who are trained in competency assessment techniques and methods and by staff with experience in the competency being assessed.

As competencies are attained and assessed, the competencies will be used in order to attain and maintain the required standard.

24.1 (A) SALARIES

In order to ensure the real value of salaries is not eroded over the course of this Agreement, staff will receive all state, national wage increases and Award increases that are not subject to absorption principles. During the life of the Agreement wages/salaries shall not fall below present wages/salaries or award minimums.

24.2 (B) ALLOWANCES/ AWARD PAYMENTS AND ATTENDANCE BONUS

The parties further agree to incorporate within an employee's base salary the following allowances where applicable.

- * Shift Allowance - Afternoon watchman
- * Shift Allowance - Night watchman
- * Towing
- * Cleaners Shift Allowance (building) before 6.00am
- * Cleaners Shift Allowance (street) before 6.00am
- * HIAB Allowance
- * Plant Allowance
- * Plumber Certificate
- * Fares (carpenter, plumber, painter)
- * Tree gang
- * Leading Hand (trades, non-trades, truck drive-garbage)
- * Sewer Chokes
- * Library Shift Allowance
- * Attendance Bonus \$150 p.a. (only applicable to staff currently entitled to bonus).

Allowances paid in respect of safety, meal, travelling and oxygen resuscitation are to continue to be paid separately because of the need for these to be continually renewed or their infrequent occurrence. **For other allowances and award payments not being annualised, see Appendix A.**

The parties agree to review the base salary of any current member of staff where it can be demonstrated that they have been financially disadvantaged by the incorporation of allowances under this agreement.

24.2.1 Higher Grade

Will be in accordance with Council's Guidelines for higher grade pay.

24.3 GRATUITIES

Gratuities will remain unchanged to all staff currently entitled to this payment.

25. INCENTIVE SCHEMES

The parties acknowledge that rewarding staff through increased pay is consistent with the goals set out in Clause 26 and national structural efficiency principles.

25.1 Productivity Based Payment

On 1 July, 1997 a 1% increase in salary will be paid for every \$1 million dollars saved through targeted productivity gains. Productivity gains will be determined with information obtained from Council's 96/97 Financial Report.

25.2 Community Satisfaction Bonus

The parties acknowledge the satisfaction rating with Council's overall performance reported by the Hunter Valley Research Foundation in May 1995. This rating was 7 out of 10.

An upfront bonus of \$250 for the 1995 result will be paid to all staff upon signing of the agreement.

The Council further agrees to pay an annual bonus to all staff in December of each year based upon the following targets:

Year	Score out of 10	Maximum Bonus if Achieved
1996	6.5- 7.0	\$500
	7.1 - 7.6	\$750
	7.6 - >	\$1,000
1997	6.5 - 7.0	\$500
	7.1 - 7.6	\$750
	7.6 - >	\$1,000

For the purpose of this sub-clause, the overall annual performance is to be certified by the Hunter Valley Research Foundation.

26. COMMON GOALS & PERFORMANCE TARGETS

Productive performance is not measured by a single measure but rather on measures reflecting the total capabilities of the organisation.

The parties to the agreement have agreed to the following performance targets which reflect the total capabilities of the Council across all facets of its operations and activities.

The agreed performance targets will be monitored and reviewed by management on a monthly basis and strategies and corrective action plans developed, where appropriate, immediately following such reviews.

This process of review and continuous improvement will ensure that the performance targets are both an accurate and equitable reflection of overall Council productive performance.

COMMON GOALS	PERFORMANCE CRITERIA	DATA SOURCE	PERFORMANCE TARGETS	
			1996/97	1997/98
To achieve maximum community and customer satisfaction with service delivery and Council's overall performance.	* Overall performance rating Clause 25.2 applies	Expressed as a score out of 10, this result is to be extracted from an annual community survey of residents which will be conducted by an independent market research firm.	7.0	7.6
	* Overall staff morale. Clause 26 applies	Council undertakes to have completed by December each year , a statistically valid survey and to use this as a basis for measuring staff attitudes and levels of satisfaction in respect of morale.	6/10	6.5/10
To achieve high levels of job satisfaction, motivation, better working conditions & pay. Clause 26 applies	* Overall staff motivation.	Council undertakes to have completed by December each year a statistically valid staff survey and to use this as a basis for measuring staff attitudes and levels of satisfaction in respect of motivation.	7/10	7.25/10
	* Staff satisfaction with working conditions.	Council undertakes to have completed by December each year a statistically valid staff survey and to use this as a basis for measuring staff attitudes and levels of satisfaction in respect of working conditions.	6.75/10	7.25/10
	* Staff satisfaction with pay.	Council undertakes to have completed by December each year a statistically valid staff survey and to use this as a basis for measuring staff attitudes and levels of satisfaction in respect of pay.	5.0/10	6.0/10

COMMON GOALS	PERFORMANCE CRITERIA	DATA SOURCE	PERFORMANCE TARGETS	
			1996/97	1997/98
	* Annual staff turnover.	Expressed as a percentage this result is to be calculated by dividing the total number of staff resignations for each year by the established staff level of permanent staff. Data recorded and supplied by Corporate Development.	12%	10%
To create a safe, friendly and healthy workplace.	* Annual number of reported injuries.	Annual number of reported injuries. Data recorded and supplied by the Corporate Development.	90	80
	* Absenteeism.	Expressed in hours this result is to be calculated by dividing total hours lost through absenteeism by total hours worked.	50hrs	45hrs
	* Staff satisfaction with safety.	Council undertakes to have completed by December each year a statistically valid staff survey and to use this as a basis for measuring staff attitudes and levels of satisfaction of safety.	6.5/10	7/10
To provide career and personal development opportunities for management & staff.	* Staff satisfaction with equal opportunity.	Council undertakes to have completed by December each year a statistically valid staff survey and to use this as a basis for measuring staff attitudes and levels of satisfaction in respect of equal opportunity.	5/10	6/10
	* Percentage of payroll spent on training.	Expressed as a percentage, this result is calculated by dividing expenditure on training by total payroll cost for each financial year.	1.5 %	1.5 %

COMMON GOALS	PERFORMANCE CRITERIA	DATA SOURCE	PERFORMANCE TARGETS	
			1996/97	1997/98
	* Staff satisfaction with training and development.	Council undertakes to have completed by December each year a statistically valid staff survey and to use this as a basis for measuring staff attitudes and levels of satisfaction in training & development.	5/10	6/10
	* Satisfaction with career opportunities.	Council undertakes to have completed by December each year a statistically valid staff survey and to use this as a basis for measuring staff attitudes and levels of satisfaction in respect of career opportunities.	5/10	6/10
To achieve greater staff participation in the way Council's operations are managed.	* Staff satisfaction with level of participation.	Council undertakes to have completed by December each year a statistically valid staff survey and to use this as a basis for measuring staff attitudes and levels of satisfaction in respect of level of participation.	6/10	6.5/10
	* Annual No. of T.L.C. Projects.	This result will be established by counting reported completed T.L.C. projects which have been reported to the Council. Data recorded and supplied by Manager Corporate Development.	20	25
	* Staff satisfaction with Joint Consultative Committee.	Council undertakes to have completed by December each year a statistically valid staff survey and to use this as a basis for measuring staff attitudes and levels of satisfaction in respect of performance of JCC.	6/10	6.5/10

PART D

27. OBJECTIVES OF PART D

Part D contains clauses which allow greater flexibility for teams and management to implement by Enterprise Agreement working arrangements which allow quality and customer service.

28. FLEXIBILITY

The parties agreed that one of the key outcomes of the continuous quality improvement flexibility of both operations and of individual staff.

It is therefore agreed that work systems, organisation structures, award provisions, hours of work or any other conditions will not limit the investigation of barriers to improvements and changes as determined and agreed by work teams. Such proposed changes will be assessed and approved (or other assessment and approval mechanisms as may be nominated) prior to implementation to ensure all customer requirements will be enhanced by the change/s in line with Council's objectives.

The implementation of agreed changes within a work team or area will not create precedents or result in interference to or from other work operations.

29. SPAN AND HOURS OF WORK

Employees are to work 1,820 hours per annum (for those currently working a 35 hour week) or 1,970 hours per annum for those currently working a 38 hour week. This includes hours taken as sick leave, annual, long service and other forms of leave recognised under this Agreement and the Award.

The periods and span of hours in which staff are required to work, will remain as per current arrangements (ie. Monday to Friday including RDO's) and any overtime will be paid in accordance with Award provisions. Through further consultation and agreement it is, however, the intention of this clause to encourage more flexible work arrangements at a workplace level having regard for the abovementioned.

30. LEAVE ENTITLEMENT

30.1 Annual Leave

Staff are to be entitled to four (4) weeks annual leave per annum in accordance with their appropriate Award referred to in Clause 2A paid at the weekly salary. Staff are not to accumulate in excess of (8) weeks annual leave except with the approval of the General Manager.

A maximum of five (5) single Annual Leave days may be taken in any one service year (ie anniversary date)

30.2 Sick Leave & Family Leave

Staff are entitled to sick leave and family leave in accordance with their appropriate Award referred to in Clause 2A.

- Note:**
- a) For the purposes of this agreement see the definition of family in clause 4 "Definitions"
 - b) Council's existing policy in respect to untaken sick leave remains unchanged for current staff.

30.3 Long Service Leave

Staff are entitled to long service leave in accordance with their appropriate Award referred to in Clause 2A.

30.4 Public Holidays

Unless by agreement between management and staff, staff are not required to attend work in respect of:-

- I) all public holidays as per the government gazette;
- ii) the designated Council picnic holiday.

30.5 Compassionate Leave

Staff are entitled to three (3) days leave arising out of the death or serious injury of a partner, mother, father or other member of the staff's immediate family. (See definition of Family)

30.6 Special Leave

Special leave shall include but not be limited to:-

- (a) Emergency Services Leave
- (b) Military Leave
- (c) Sports and Cultural Activities Leave

Special leave , with or without pay, will be at the discretion of the General Manager.

30.7 Parental Leave

Bankstown City Council recognises that many employees have family commitments which naturally impact on their work lives. Council also acknowledges the need to provide flexible working arrangements which enable employees to combine employment with family responsibilities. Council will also benefit from such work arrangements as we reap the advantages of increased productivity, lower absenteeism and the increased commitment of workers who are able to achieve a better balance between their work and family responsibilities.

A part of this flexibility is the need for extended periods of work in order to care for a new born child. The purpose of this clause is to ensure that all employees, regardless of sex or position with Council, have an opportunity to participate in the early rearing of their children without disadvantaging their employment situation.

Council is committed to ensuring that all employees have equal access to parental leave in order to provide:

- * support to parents.
- * income support during the time of income loss for employees on parental leave.
- * an assurance of continued employment.
- * encouragement to return to work.

The NSW Industrial Relations Act 1991 prescribes that following a period of twelve months unbroken service, an employee will be granted parental leave for a period of up to 52 weeks. As a component of this Enterprise Agreement, Council agrees to extend the period of unpaid leave to a maximum of 78 weeks.

It is further agreed that if an employee is entitled to maternity or paternity leave, the first eight weeks of this leave will be paid leave.