

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/197

TITLE: Canterbury City Council Enterprise Agreement 1999

I.R.C. NO: 99/3708

DATE APPROVED/COMMENCEMENT: 27 July 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

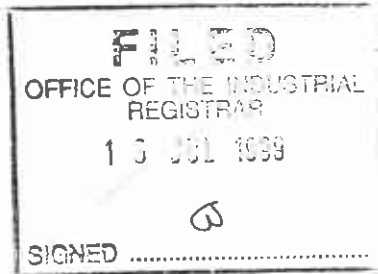
COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Canterbury Council who are eligible for membership of either the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, the Local Government Engineer's Association of New South Wales or the Environmental Health and Building Surveyor's Association, New South Wales

PARTIES: Canterbury Council -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales

CANTERBURY CITY COUNCIL

ENTERPRISE AGREEMENT 1999



1. TITLE

This Agreement shall be known as the Canterbury City Council Enterprise Agreement 1999.

2. ARRANGEMENT

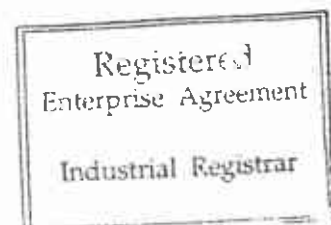
1. Title
2. Arrangement
3. Parties Bound
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3. PARTIES BOUND

The Parties to this Agreement are:

- Canterbury City Council
- The Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division
- The Local Government Engineers' Association of New South Wales.
- The Environmental Health and Building Surveyor's Association, New South Wales.
- Employees of Canterbury City Council who are eligible for membership of the above Unions.

Designated Senior Officers on individual performance based contracts are excluded.



4. DURESS

This Agreement has been entered into without any duress by any Party.

5. DATE AND PERIOD OF OPERATION

- 5.1 The Parties agree that this Agreement shall remain in force for a period of twenty four (24) months from its date of registration.
- 5.2 The Parties agree that the negotiations to review this Agreement shall commence no later than six (6) months prior to the expiration of this Agreement.

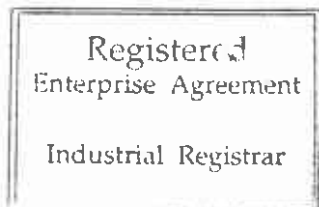
6. RELATIONSHIP WITH OTHER AWARDS

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 1997.
- 6.2 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.
- 6.3 Where this Agreement is silent, the Local Government (State) Award shall prevail.

7. AIMS AND OBJECTIVES

This Agreement seeks to:

- 7.1 Improve and measure organisational efficiency and effectiveness with an emphasis on:
- facilitating workplace reform
 - continuing quality reform
 - consolidating Council's financial position
 - providing security of tenure for employees within LWAA's
 - ensuring compliance with the Principles of National Competition Policy and Competitive Neutrality.



- 7.2 Develop a more responsive organisation with management and work teams working co-operatively together.
- 7.3 Improve customer service and satisfaction with outcomes that enhance the public image of Canterbury City Council.
- 7.4 Improve communication throughout the organisation.
- 7.5 Promote adequate reward and recognition systems that:
- take into account improved productivity
 - provide greater incentive, and
 - encourage staff to optimise their skills
- 7.6 Enhance the career and promotional opportunities of the workforce.
- 7.7 Develop a more effective organisation that will assist in bringing about greater job security.

To help achieve these aims and objectives:

- a) Council is committed to the employment of day labour as the primary employment base from which community and other services shall be provided by Council to the City of Canterbury.
- b) Council provides an undertaking to employees that any redetermination of Council's organisation structure shall be in accordance with the provisions of this clause.

Further, Council agrees that consultation with effected employees and Unions shall occur prior to a definite decision being made by the elected Council in respect of any organisational change. In particular, any job redesign initiative shall be referred to the Council's Consultative Committee for recommendation. In this situation the Consultative Committee shall agree upon the amended job description and salary range prior to any new or altered position being created.

- c) Council is committed to the implementation of Local Work Area Agreements to enable the parties to negotiate performance based reward schemes.



- d) Council will take into account any adverse effects that such changes may have on individual employees to ensure those employees are not disadvantaged.

8. LOCAL WORK AREA AGREEMENTS

- 8.1 During the life of this Agreement, all staff will have the opportunity to enter a Local Work Area Agreement (LWAA).
- 8.2 A local work area may be a division, a branch, a section, a work team or some other logical group of employees, as agreed between the parties to this agreement.
- 8.3 A local work area will have the assistance of a mutually acceptable facilitator to prepare their LWAA.
- 8.4 Local Work Area Agreements are subject to:
- (i) Agreement between the Council and the Union.
 - (ii) No employee shall suffer a reduction in their normal weekly wage/salary as a result of the LWAA. The agreement will be consistent with the principles contained in the local salary system.
 - (iii) The LWAA will be processed on the basis that an application may be made for the variation of this enterprise agreement. Alternatively the LWAA may be regulated through the settlement of a Council Agreement under the Local Government (State) Award.
 - (iv) This agreement and all LWAA's may only be varied with the consent of the Unions and the Council.
- 8.5 A Local Work Area Agreement may address any of the issues covered in this agreement.
- 8.6 Any organisational restructure will be consistent with the terms of this agreement and any LWAA negotiated in accordance with this agreement as per Clause 28 of the Local Government (State) Award 1997.
- 8.7 Local work areas may develop a LWAA with a performance bonus or gainsharing arrangement or other payment options as the parties agree.

- 8.8 Local Work Area Agreements will include minimum staffing numbers to be maintained for the term of the Agreement.

9. CONTINUOUS IMPROVEMENT

9.1 WORK DESIGN AND WORK TEAMS

- 9.1.1 The parties agree to the introduction of work teams and ongoing work redesign. A work team is a group of employees who band together to perform certain specific functions.

Work redesign means teams redesigning their work in order to have responsibility for:

- greater ownership of their job
- service or work quality
- innovation and improvement
- determining and achieving performance indicators
- scheduling of work
- running maintenance (where applicable)
- whatever other functions are agreed should be carried out to ensure optimum effectiveness of the team
- each work team should be responsible for a whole "system" of work
- training and learning from other members of the team

- 9.1.2 It is recognised that some specialist functions or individual circumstances may prevent individuals from joining work teams, however, they will have the opportunity to be involved in work redesign.

9.2 ORGANISATIONAL COMPETITIVENESS

- 9.2.1 A key objective is to ensure, where possible, that each work area of the organisation:
- (i) is efficient and effective in any competitive process.
 - (ii) can provide services efficiently and effectively compared with other providers. In this regard Council and the Unions agree to co-operate in a process of benchmarking the performance of each workteam.

9.2.2 To be competitive, the Parties agree to:

- (i) a co-operative approach.
- (ii) identify and implement work practices which are competitive with corresponding industry standards.
- (iii) incorporate the principles of cost, quality and standards of service in the development of Key Performance Indicators for each workteam and each service function.
- (iv) give the employees notice of any work performed by the permanent workforce that is proposed to be contracted out, and to give six months notice of any work that may be put out to tender on a permanent basis. This clause is subject to the introduction of any new legislation during the life of this agreement.
- (v) Council will introduce a moratorium on outsourcing works through Competitive Tendering for two years on signing of this Agreement to allow for assessment and benchmarking of current work practices emanating from the introduction of this Agreement.

However, should legislation change, this Clause and other related sections of this Agreement will be renegotiated.

9.3 KEY PERFORMANCE INDICATORS/BENCHMARKING

9.3.1 Key Performance Indicators for all local work areas will be established by mutual agreement as part of the Local Work Area Agreements.

(Organisational Key Performance Indicators will be established by the parties within 6 months of signing of this Agreement)

9.3.2 Monitoring of Key Performance Indicators will be conducted by a management representative, a relevant Union representative of the local work area and a third employee representative from the Award Restructuring Consultative Committee.

9.3.3 Key Performance Indicators will cover a range of issues, including labour costs and customer satisfaction and will measure both quality and quantity.

9.3.4 Through the use of Key Performance Indicators the parties agree to undertake benchmarking exercises wherever deemed necessary.

9.3.5 Organisational values

All employees are required to follow our policies and procedures, to participate in workplace initiatives and to contribute to Canterbury City Council being a safe, efficient and pleasant place to work.

The categories listed below will be included in performance assessments under Local Work Area Agreements:

Safety, Attendance, Punctuality, Conduct and Attitude.

These organisational values form part of the performance indicators monitoring as in 9.3.2 above, and can affect performance payments under Clause 8.7.

9.4 CUSTOMER FOCUS

The parties agree that meeting the needs of customers is critical to the future success of the organisation and will work towards achieving continual improvement to services through:

- (i) reviewing current work practices and identifying areas of improvement.
- (ii) developing and committing to measurable Customer Service standards for all areas during the life of this Agreement.
- (iii) measuring results and considering further opportunities for improving customer service.
- (iv) active promotion and marketing of service, and
- (v) gauging customer needs and satisfaction through customer surveys and feeding these back through the decision making process.

9.5 COMMUNICATION

To ensure good communication at all levels of the organisation, the parties agree to:

- (i) the Consultative Committee regularly communicating to all staff through the staff newsletter 'Camunico'.
- (ii) hold information sessions for staff in work time whenever the committee consider necessary and with the agreement of the General Manager.

- (iii) promote initiatives that improve communication in and between local work areas as LWAA's are developed.

10. ORGANISATIONAL DEVELOPMENT

10.1 FLEXIBLE WORK HOURS/ROSTERED DAYS OFF

- 10.1.1 To improve customer service and reduce unit costs of service delivery, each work team will investigate but will not be limited to the following measures:

- (i) extended service hours/accessibility
- (ii) flexible work hours
- (iii) reducing down time
- (iv) seasonal variation of hours
- (v) number of hours worked
- (vi) different arrangements for rostered days off
- (vii) span of hours

Any changes to working hours will be subject to mutual agreement within work teams, management and the relevant unions. In reaching agreement, occupational health and safety requirements must be taken into account.

- 10.1.2 Individual work teams, in consultation with and the agreement of Management, will be free to determine the most appropriate arrangements in relation to the taking of rostered days off and flexi-time accruals.

10.2 JOB SHARING/WORKING FROM HOME

- 10.2.1 During the life of this agreement, the parties agree to explore the possibility of job sharing in any area where the employees and management believe such arrangements can effectively operate, in accordance with Clause 18 of the Local Government (State) Award 1997.

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10.2.2 The parties also agree to investigate the opportunities for employees working from home, where the circumstances suit both Council and the employee. e.g. child care problems; illness; special projects; transport problems.

10.3 LEAVE AND ABSENTEEISM STRATEGY

The parties agree to rescind all previously existing industrial agreements.

10.3.1 Long Service Leave

Award provisions to apply with the following clause replacing Clause 15D (1)b:

'Where the services of an employee with five years or more service are terminated, for any reason other than gross misconduct, the employee shall receive the monetary equivalent of a proportional amount of long service leave on the basis of 1.3 weeks pay for each year of service, computed in monthly periods.'

10.3.2 Sick Leave

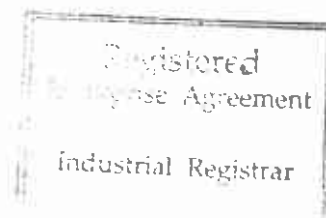
The parties agree that the following provisions will apply:

1) Entitlements - Award conditions shall apply with the inclusion of the following clause:

"An employee who is absent on extended sick leave without pay, duly certified by a medical practitioner, shall have such extended sick leave without pay count as service for purpose of long service, sick and annual leave for a maximum period of twelve months."

2) Payment of untaken sick leave on termination.

a) In respect of the period 1 January, 1964 - 14 February, 1993, any employee who had an entitlement to the accrual of sick leave under the terms of any prior industrial agreement shall have such entitlement preserved in accordance with the provisions of s99A of the Industrial Relations Act 1991.



- b) Further to a) above it is noted that under the terms of Industrial Agreements 4682 and 4684, in addition to the sick leave provisions of the various awards then applicable, an employee with twelve months service in the aggregate was entitled to one weeks' sick leave on half pay during each year of service; provided that employees with ten years service in the aggregate were entitled to an additional one weeks sick leave on full pay and two weeks on half pay. It is noted that such sick leave is accrued from year to year.
- c) From the date of this agreement sick leave shall only accrue in accordance with the terms of the Local Government (State) Award 1997. **However, those employees previously covered by the Industrial Agreements 4682 and 4684 will still continue to accrue the extra five (5) full days of sick leave upon reaching 10 years service.**

In addition the parties agree that the existing half sick leave entitlements of staff employed prior to 1st October, 1991 will be converted to full leave, i.e. number of days divided by two and added to current entitlements.

- d) No leave accrued in respect of the period 14 February, 1993 to the date of this agreement shall be paid upon termination of service.
- e) To reduce the amount of absenteeism among Council staff, the following incentive, by way of a bonus payment, will be paid during the term of this agreement.
1. Employees who do not take any sick leave entitlement during a calendar year to the end of November will be paid the equivalent of 1 weeks salary in the weeks leading up to Christmas.
 2. Employees who take 1 day sick leave entitlement during the calendar year will be paid the equivalent of 4 days salary in the weeks leading up to Christmas.
 3. Employees who take 2 days sick leave entitlement during the calendar year will be paid the equivalent of

3 days salary in the weeks leading up to Christmas.

4. Employees who take 3 days sick leave entitlement during the calendar year will be paid the equivalent of 2 days salary in the weeks leading up to Christmas.
5. Employees who take 4 days sick leave entitlement during the calendar year will be paid the equivalent of 1 day salary in the weeks leading up to Christmas.

Note: Part days will also be taken into account in calculating payments.

Note: This provision is optional and those staff who wish to continue to accrue their full sick leave entitlements may do so by electing not to accept the bonus payment.

The payments will be deducted from the Employees sick leave accrued after 14th February, 1993.

These Sick Leave provisions will stand unless other arrangements are negotiated under Local Work Area Agreements. In which case the Local Work Area Agreement will prevail.

10.3.3 Travelling Allowance

Travelling allowances paid to various members of the Wages staff, shall remain at current levels until they are incorporated, by mutual agreement, into Council's salary system.

10.3.4 Accident Pay

The parties agree to conform to the intent of the Workers' Compensation Act and the Industrial Relations Act in relation to injured workers and will be paid accordingly.

10.3.5 Granted Leave at Christmas

Council will grant all permanent staff three days extra annual leave in lieu of the days usually given to staff at Christmas time on the following conditions:-

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1. All staff who are requested to form part of a skeleton staff between Christmas and New Year either work these days or make alternative arrangements suitable to Management.
 2. Staff not requested to form part of a skeleton staff use these three extra days between Christmas and New Year.
 3. The past practise of closing down services and sending the majority of staff on annual leave over Christmas, January and Easter will cease and all staff may take their annual leave anytime throughout the year by mutual agreement.
 4. All staff will be allowed to cease work after a half day on the last working day prior to Christmas to attend approved staff Christmas functions. Note: In limited circumstances, where customer service cannot be interrupted, staff and management will make other suitable arrangements for equivalent time off.
- 10.3.6 Council will continue to pay salaries and wages on a weekly basis for the life of this Agreement.

10.4 REDUNDANCY

- 10.4.1 Although some roles, tasks and functions of employees may change, employment security will be a commitment of all parties.
- 10.4.2 No forced retrenchments will occur as a result of change arising out of the measures introduced in this Agreement.
- 10.4.3 Where changes to work, service provision and programs occur, the opening of career paths, retraining and redeployment will be the primary strategies used to ensure employment security.
- 10.4.4 Where an unavoidable loss of jobs occurs due to unforeseen or external factors, this will be managed initially through the use of natural attrition. Any redundancies will only occur after all other options have

been exhausted.

- 10.4.5 Salary maintenance - commitment to maintain salaries for the life of the Agreement for employees who are redeployed.

10.5 HIGHER DUTIES

Note: Higher Grade Pay is not paid when relieving due to RDOs, Flexi-leave or In-house Training.

For employees to relieve other staff during absences for annual leave, long service leave and extended sick leave, the following policy will apply:

- 10.5.1 Higher grade pay shall only be paid when relief is expressly authorised by the Divisional Director, or his/her nominated delegate, where the Director is satisfied that the full duties of the incumbent will be undertaken for the period of the relief.
- 10.5.2 Higher grade pay shall be payable for the period from which relief commences.
- 10.5.3 The relieving employee shall receive the rate of pay of the incumbent in accordance with the competency level in the salary system.
- 10.5.4 Relief work shall be recognised for the purpose of competency assessment and salary progression in accordance with Council's training plan.

11. STAFF DEVELOPMENT

11.1 Skills Audit

The results of Desktop and Logbook assessments will be used to identify training needs and enhance career path development for staff.

11.2 Career Paths

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The parties acknowledge the role of training in achieving personal and professional development and providing a range of career path opportunities and that all staff shall have access to relevant training opportunities to enable development of a career path plan.

11.3 TRAINING

11.3.1 Canterbury City Council shall provide all employees with a range of training opportunities. Training of staff with special expertise to train others in areas such as skills development, introduction of new technologies and on-the-job training will be a part in this process.

11.3.2 Training will be provided which will enable employees:

- (i) to successfully implement the principles contained in this Agreement.
- (ii) to work towards establishing and maintaining workplace teams.
- (iii) to continue to develop their skills and competencies.
- (iv) to participate in benchmarking activities.
- (v) to prepare tenders.

11.4 OCCUPATIONAL HEALTH AND SAFETY

The parties are committed to making the organisation a safe and pleasant workplace for all employees. To achieve this the parties agree:

- (i) to consult with relevant staff regarding the selection of plant, equipment and materials.
- (ii) to conduct ongoing risk assessment and take all practicable steps to eliminate safety risks.
- (iii) to provide ongoing occupational health and safety training wherever necessary.
- (iv) to an ongoing commitment to the rehabilitation of injured workers and their return to meaningful work as soon as circumstances allow.

12. DISPUTE RESOLUTION PROCEDURE

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- 12.1 The parties recognise the importance of providing an uninterrupted service to customers, and agree that any issue in dispute should be able to be resolved without recourse to industrial action and within an informal framework as much as possible.
- 12.2 The parties agree to defer to "Clause 24 (see Clause below) of the Local Government (State) Award 1997" and, if needed, to use the service of an independent mediator to settle a dispute prior to proceedings going to the Industrial Relations Commission.

**CLAUSE 24 - LOCAL GOVERNMENT (STATE) AWARD
GRIEVANCE AND DISPUTE PROCEDURES**

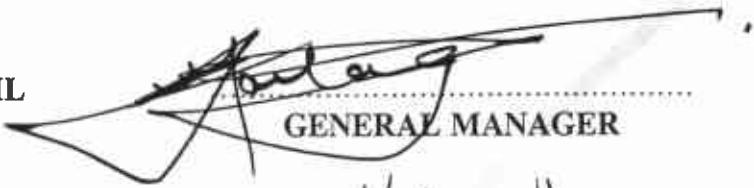
- (i) At any stage of the procedure, the employee(s) may be represented by their union or his/her local representative and the Council represented by the Association.
- (ii) A grievance or dispute shall be dealt with as follows:
- (a) The employee(s) shall notify the Supervisor or any grievance of dispute and the remedy sought, in writing.
- (b) A meeting shall be held between the employee(s) and the Supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
- (c) 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 as soon as practicable (within a further two working days).
- "(d) If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
- (e) 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 Association for further discussion between the parties.

- (iii) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (iv) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, work is to proceed as normal.

SIGNATORIES

Dated this FIRST day of APRIL 1999.

**SIGNED for and on behalf of
CANTERBURY CITY COUNCIL**


.....
GENERAL MANAGER


.....
WITNESS

**SIGNED for and on behalf of
THE FEDERATED MUNICIPAL
AND SHIRE COUNCIL
EMPLOYEES' UNION OF
AUSTRALIA, (NSW DIVISION)**


.....
GENERAL SECRETARY


.....
WITNESS

**SIGNED for and on behalf of
THE LOCAL GOVERNMENT
ENGINEERS' ASSOCIATION OF
NSW**


.....
GENERAL SECRETARY


.....
WITNESS

**SIGNED for and on behalf of
THE ENVIRONMENTAL HEALTH
AND BUILDING SURVEYORS'
ASSOCIATION OF NSW**


.....
GENERAL SECRETARY


.....
WITNESS

