Enterprise Agreement (EA1)

2009 - 2011 (financial years)

To continually improve Baulkham Hills Shire Council's Employer and Service Provider Reputation

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Part 1 - INTRODUCTION AND GENERAL MATTERS

PURPOSE:

The parties to this agreement are committed to work cooperatively to ensure continual improvements in organisational performance, sharing of information and to provide fair and equitable conditions and rewards that attract, retain and motivate employees.

INTENT:

BHSC - The Council, management, employees and their Unions wish to achieve a range of outcomes that will:

- 1. Deliver measurable benefits to Council's customers in line with Council's Management Plan or replacement.
- 2. Strengthen the team approach and a co-operative working environment
- 3. Encourage participation by all parties through team meetings and open sharing of information in the continuous improvement process particularly to help improve organisational performance through more efficient work practices.
- 4. Alm at Best Practice in the areas of Customer Service, Workplace Safety, Environmental Performance and Organisational Performance.
- 5. Reward organisational and team performance.

1.1 Title

This agreement shall be known as Baulkham Hills Shire Council Enterprise Agreement (EA1).

1.2 Parties Bound

This Agreement shall be binding upon Baulkham Hills Shire Council, known hereafter as BHSC, all employees of Council, and the relevant unions - United Services Union, DEPA and LGEA.

Where employee's conditions vary, these will be addressed in the individual sections of this document.

1.3 Application

This Agreement shall apply to all employees who would normally be paid under the provisions of the Local Government (State) Award 2007.

1.4 Date and Period of Operation

This Agreement shall take effect from the first full pay period commencing on or after 7 October 2008 and will remain in force until 30 June 2011.

1.5 Relationship to Local Government (State) Award 2007

Effective the first pay period following 1 July, 2008:

- The terms and conditions of this Agreement totally replace Clause 6 (Rates of Pay), Clause 7 (Salary System) and Clause 8 (Use of Skills) of the above Award.
- This agreement also replaces the Monetary Rates Table 1, as expressed in Part B of the Award, and which is linked to Clause 6 (Rates of Pay) of the Award.
- For all other purposes this Agreement should be read in partnership with the Award and it
 is the intention of all parties, through this agreement, to better the terms and conditions of
 the Award.
- Where this Agreement is silent, the terms and conditions of the Award and all variations thereafter, will apply.
- Subject to the preservation of any minimum conditions prescribed under the NSW Industrial Relations Act any subsequent amendments made to the parent Award after the date of this Agreement's registration will be included in the terms and conditions of this Agreement subject to mutual consent between the parties.

1.6 Single bargaining unit

For the purpose of negotiating this agreement, in accordance with the NSW Industrial Relations Act, a single bargaining unit has been established with a negotiating committee consisting a mix of management, employee and union representatives.

1.7 Aim of agreement

It is the objective of the parties to this Agreement to develop a workplace culture that will continually improve customer service and service delivery, and reward employees appropriately when improvements are made and performance measures are achieved.

1.8 Customer Focus

- a) The parties recognise that BHSC exists to meet the needs of its customers.
- b) Best Practice requires that BHSC be focussed on meeting the needs of its customers at all times.
- c) BHSC will regularly consult its customers to ensure that the service provided is relevant to current and future customer needs.
- d) Employees will have input into the process of achieving a customer focus and training will be provided to ensure that employees have the skills necessary to adequately address customer requirements.

1.9 Best Practice

Parties to the Agreement agree to negotiations directed towards improvements in productivity, efficiency and flexibility, which will be achieved within the parameters of this Agreement.

The parties to this Agreement agree to a broad agenda aiming to achieve "best practices", but not designed to undermine existing standards and conditions. This agenda may include, but not be restricted to:

- o Work organisation, job design, working patterns and arrangements
- o Training
- o People Management Policies
- Workplace Safety
- Optimisation of Resources
- Identifying Continuous Improvement Opportunities
- o Flexible Employment Conditions
- o Performance Management and Measurement

1.10 Measurement

The true measure of success of this agreement is that during its life annual Customer Satisfaction Survey Results improve continuously, and that higher levels of organisational performance, as assessed through agreed measures have been achieved.

1.11 New Employees

The parties agree that any employee who is engaged by BHSC during the term of this Agreement will be entitled to all benefits and be bound by all obligations under this Agreement.

New employees will receive organisation & team bonuses on a pro-rata basis based on the amount of time in a financial year they were employed.

1.12 Agreement to be displayed

Copies of this Agreement shall be accessible to all parties covered by the Agreement.

1.13 BHSC Policies

All BHSC policies referred to in this Agreement can only be changed by agreement between the parties during the life of this Agreement.

1.14 Renegotiation

The parties undertake to commence discussions for renegotiation of this agreement by July 2010.

1.15 Definitions

 $\underline{\mathsf{Service}}$ Unit - refers to a designated natural work team, responsible for achieving agreed work outputs

Service Unit Manager - refers to the hierarchal leader of that Service Unit

EA - Enterprise Agreement

CED - Cullen Egan Dell Salary Evaluation System

WCC - Workplace Consultative Committee

BHSC - Baulkham Hills Shire Council

<u>Unions</u> - <u>DEPA</u> - Development and Environmental Professionals Association

USU - United Services Union

LGEA - Local Government Engineers Association

Group - Team of Service Units headed up by a Group Manager as per the Organisation Structure

<u>"Contract Employees"</u> – Employees who are engaged on an Individual Performance Based Agreement known in BHSC as a "Contract"

Part 2 - COMMUNICATION AND CONSULTATION

PURPOSE:

BHSC is committed to open sharing of all information to employees. This process will continue to evolve throughout the life of the EA and will incorporate the widest possible distribution of information and the active encouragement of information sharing between employees and management.

INTENT:

Successful and prompt communication is essential for effective consultation in a diverse organisation such as BHSC. This includes information sharing and consultations involving teams, management, employees and unions.

It is recognised that the involvement of employees in decision making, will lead to better decisions and a greater commitment to implementation of decisions.

MEASURE OF SUCCESS:

BHSC will measure the success of the "Communication and Consultation" section by enhanced results in the relevant sections of the Cultural Vitality Survey and Annual Community Survey.

2.1 Workplace Consultative Committee (WCC)

This Committee will assist consultation between employees and management on staff policy and people management issues. To achieve a genuinely positive culture at BHSC, the WCC must play an integral role, as outlined in the Award and:-

- inform employees of management issues
- inform management of employees issues and concerns
- play an intermediate role in policy development (between concept and approval)
- participate in the salary review and stabilisation process.

Once the EA is implemented, representatives from the EA team will be invited to attend WCC meetings for the purpose of ensuring the intent of the EA is understood and communicated consistently to all parties.

2.2 Consultative principles

The use of consultation as the general way of doing business will mean that all employees have the right to financial and organisational performance information, and have the right to contribute ideas, and to expect that their ideas will be considered in reaching a final decision.

Where BHSC is proposing significant changes in work practices or staffing, consultation with all employees affected will occur for employees to meet and consider proposals.

Management will recognise the value of WCC Membership and Union Representation and will support their participation in this process.

2.3 Forms of Communication

All employees at BHSC will attend monthly team meetings.

The following must be discussed at team meetings to ensure employees are receiving valuable information:-

- Organisational Performance Measures
- Team Performance Measures
- Outcomes of Council Meetings
- Outcomes of Executive Forum
- Outcomes of Managers Meetings
- Outcomes of the Workplace Safety Committee (Target Zero) (including Risk Management Initiatives)
- Outcomes of the WCC Committee

Minutes of all meetings will be taken and be accessible to all team members.

Management commit to sharing the performance information as outlined and employees agree to attend, when practical and contribute ideas and solutions on how to improve performance.

Professional and Industrial Organisations Communication:-

- Employees are provided with reasonable time within core working hours to attend union meetings provided service and team performance is not compromised, and at least 24 hours advance notice is provided to management
- Information provided by unions, and information on the WCC and its members will be provided to new employees
- Union & professional employees delegates are allowed reasonable time to carry out their employee representative duties
- Professional and industrial organisations employees' delegates and representatives are provided with appropriate support to carry out their duties.
- Genuine union communications on issues affecting employees can be placed on notice boards etc.

Part 3 - REMUNERATION AND CLASSIFICATION

PURPOSE:

To provide a fair and market competitive salary system for employees. All employees working under this EA shall be classified by reference to the qualifications and experience required to fulfil each position. Remuneration will be paid at base rates according to established CED classification. High performing employees will be further remunerated through additional annual performance based bonus schemes.

INTENT:

To make BHSC salaries competitive in regards to market conditions, in order to be able to attract, retain and motivate quality employees.

MEASURE OF SUCCESS:

BHSC will measure the success of the "Remuneration & Classification" section by improving organisational performance and/or reducing annual employee turnover and/or reducing the fill time required to fill vacant positions.

3.1 Salary System

The salary system will be reviewed regularly during the life of this Agreement to ensure that it continues to be effective in terms of market competitiveness, internal fairness and its motivational ability to drive performance.

3.2 Level of Positions

Job Evaluation involves the systematic comparison of jobs, based upon work value and market evaluation, in order to determine the appropriate salary levels for positions in BHSC.

Positions shall be assigned a salary level to be determined by the assessment of the job specification in accordance with CED model.

A salary level review and stabilisation process of existing positions will occur prior to EA taking effect, and subsequently preceding future EA's.

The WCC will be actively involved in the review and stabilisation process.

3.3 Market Evaluation

BHSC undertakes to monitor remuneration data and to review its package arrangements to ensure that there is opportunity for particular labour market fluctuations to be addressed in remuneration terms, if appropriate. BHSC will purchase a minimum of 3 recognised industry salary surveys for use as a guide in this process. 'No disadvantage', shall apply on each occasion to existing employees.

BHSC will advise employees of its findings with respect to market data, six months before the end of this agreement.

While BHSC undertakes to preserve the competitiveness in remuneration markets, decisions with respect to the use of remuneration-market data will be at the discretion of the General Manager, following consultation with Executive team.

3.4 Salary Levels

There will be 40 salary levels across the organisation (Appendix A.)

Within each non-"contract" position there are two salary levels, a minimum and maximum.

Non "contract" positions vacant will be advertised with a range up to the maximum of the position level determined for that position.

On commencement of employment with BHSC, salary for non "contract" roles will generally be payable at the minimum point of the level for that position, however the General Manager may authorise payment at the maximum, having regard to the career achievements, qualifications, skills and general market competitiveness for the person and position.

For a non "contract" employee who does not progress to the maximum in the first instance, they can progress to the maximum based on an assessment, by their Manager, of a five point matrix of work achievements, results, qualifications, skills and work values as outlined on the third page of the Annual Performance and Planning Review Process (PPR) - (Appendix D).

3.4.1 Junior and Trainee Employment

As per the Award.

3.5 Transition

This clause does not apply to "contract" employees.

Transition from the existing competency based system to the performance based salary system shall be as follows:

Existing employees on Competency Level 0, 1, 2 and 3 – moved to level 3 of the same grade. Existing employees on Competency Level 4, 5 and 6 – moved to level 3 of the next grade.

For example: Current Grade 7 will be as follows (same principal applies to all other Grades)

Current Grade	Current skill level achieved	New Level
7	0	7.3
7	1	7.3
7	2	7.3
7	3	7.3
7	4	8.3
7	5	8.3
7	6	8.3

Attached Salary System Table - Appendix A

The review and stabilisation process undertaken on existing positions will determine final salary level prior to commencement of EA.

Where employees are moved, or appointed, to the minimum salary level of the position, progression to the maximum will be based on the annual PPR assessment which is conducted in the June-July period each year, which includes an assessment of a five point matrix of work achievements, results, qualifications, skills and work values.

3.6 Salary Rates

Salary Rates shall be paid in accordance with the Salary Table in Appendix A. Note: The Salary Table does not include Motor Vehicle Allowances and Deductions where applicable.

3.7 Salary Increases and Bonus Payments

In consideration of the commitment of all parties to this agreement to improve productivity, efficiency and flexibility of all operations within BHSC, the salary increases and bonus payments shall be paid in accordance with table below:

Salary	Salary Increase 'NOT AT RISK'	Effective Date	Bonus Payment 'AT RISK'	Date Payable		Date Payable
			ORGANISATIONAL		TEAM	
2007						
Base	+3.2%	1/07/2008	1.0%	01/12/2009	1.0%	31/08/2009
2008						
Base	+3.2%	1/07/2009	1.0%	01/12/2010	1.0%	31/08/2010
2009						
Base	+3.2%	1/07/2010	1.0%	01/12/2011	1.0%	31/08/2011

The "at risk" organisation bonus will be paid as a percentage of individual salaries, (and individual salary packages for "contract" employees), as at 30th June and will be paid as a lump sum in the first pay period of December. The "at risk" team bonus is paid as a percentage of total salary budget, and will be a flat amount per full time employee, paid in the first full pay period on or after 31st August each year. Part time employees will be paid on a pro-rata basis.

Note 1: The bonuses will be calculated based on the final salary cost for BHSC at the 30^{th} June of the preceding year.

Note 2: The minimum payments not at risk in each year will be \$32 per week for 38 hour a week employees and \$22 per week for 35 hour a week employees.

Bonus Payments to new employees will be paid on a pro-rata basis for employment duration in that financial year. Bonus Payments are not payable to employees who terminate their employment, prior to end of financial year.

In the instance of an employee going on approved parental leave, maternity leave or leave without pay for some of the financial year, bonus payments will be paid on a pro-rata basis.

Any full time and part time employees, who leave BHSC employment between 1st July and 30th November each year, will not be entitled to the organisation bonus.

Any full time and part time employees, who leave BHSC employment between 1^{st} July and 31st August each year, will not be entitled to the team bonus.

In lieu of bonus payments, all casual employees will receive an extra 1% loading payable for all purposes, (on top of the casual loading as per the Award), in Year 2 of this Agreement should 3 out of 5 Groups achieve their organisational targets as expressed above in Year 1 of this Agreement.

In lieu of bonus payments, all casual employees will receive an extra 1% loading payable for all purposes, (on top of the casual loading as per the Award) in Year 3 of this Agreement should 3 out of 5 Groups achieve their organisational targets as expressed above in Year 2 of this Agreement.

In lieu of bonus payments, all casual employees will receive an extra 1% loading payable for all purposes, (on top of the casual loading as per the Award), in the year following this Agreement should 3 out of 5 Groups achieve their organisational targets as expressed above in Year 3 of this Agreement.

Should the annual salary increase, as specified in the Award, or its successor, for any year of this Agreement, be greater than 3.2%, the parties are prepared to negotiate an alternative to the not at risk salary increase for the final year of this Agreement.

3.8 Overtime - General

As per the Award, excepting that where time in lieu is agreed instead of paid overtime, time in lieu accrual is capped to 5 days, unless a local agreement is in place.

Any extra time worked once an employee has accrued five days time in lieu, cannot be accrued as time in lieu, but must be paid at overtime rates.

3.9 Allowances

Pre EA Award allowances shall be paid in addition to the rates established within salary ranges. All allowances will increase in line with approved percentage increase applicable to "not at risk" salary increase.

Allowances shall be paid in accordance with the Allowance Table in Appendix B.

3.10 Salary Packaging / Salary Sacrificing

BHSC will accommodate employees' requests, where practical, for Salary Packaging which enables an employee to receive part of their pre tax salary as a benefit rather than salary. Employees can select a combination of cash, super, fringe benefits and any other remuneration component that is offered by BHSC.

GST

All benefits provided for salary packaging are valued at GST exclusive costs unless FBT Legislation defines them as Type 1 Benefits.

Benefits offered

BHSC will offer salary packaging arrangements, subject to ruling from the ATO, for benefits such as, but not limited to:

- Childcare at Council provided Centres
- Additional superannuation
- Professional memberships
- Laptop computer (Notebook)/personal digital assistant (PDA) limited to one of each per employee per year.
- Additional payments for maternity/study leave
- Novated vehicle lease
- Other items associated with the employees work including brief cases, calculators and tools of trades.

Administration

Costs associated with the administration of salary packaging will be met by BHSC.

Changes

An employee may elect at any time to stop Salary Packaging by giving at least twenty-eight days formal notice. The stopping of Salary Packaging Arrangements with BHSC will not cease any personal financial obligations an employee has with the third party in relation to the benefit including but not limited to Novated Car Lease payments, and Childcare Fees etc.

Independent Financial Advice

It is recommended that employees seek independent financial advice if they are proposing to salary sacrifice.

Salary Packaging Year

Runs from 1st April to 31st March and is the same as the FBT year.

3.11 Annualised Salaries

Annualising salaries is a business strategy that has the purpose of offering Employees assured higher gross earning capacity, whilst providing productivity improvement for BHSC. The Annualised Salary System will be cost effective to administer and can provide our employees the ability to earn 20-30% more annual income than working standard hours. Annualised salary approval will be subject to adequate budget resources being available within program areas.

Annualised salaries will not be used to reduce current Employees entitlements or income and Employees will not be disadvantaged by the implementation of these arrangements.

Annualisation of salaries may be negotiated between an Employee and BHSC, where practical for the improvement of business. Annualisation will be considered by the Service Unit Manager at point of entry for new employees, or where existing employees are regularly working overtime. Predictable overtime hours are set on a calendar year basis and form basis for annualised salary. Opportunities for existing employees to annualise may arise from vacancies within their service units.

Annualisation shall be only by agreement, and will be confirmed with a formal offer from BHSC. The minimum period of agreement of annualisation shall be 52 weeks. Each year the annualisation hours will be reviewed, revised and confirmed by both parties.

Annualisation will be restricted to a maximum of 7 additional hours per week at regular overtime rates. That is an employee currently on 35 hours per week, can annualise their salary to up to 42 hours per week (made up of 35 hours at regular hourly rate plus 7 hours at time and half rate, plus allowances). The employee will be required to work new negotiated weekly hours.

Leave for people on annualised salaries will accrue, be taken and be paid at the annualised rate.

Should unforeseen circumstances occur, such as family and health issues, that affect the employees capability to continue on an annualised salary arrangement, Council will consult with the individual employee, other affected employees, and the Unions to which they belong, in regards to reaching an agreement satisfactory to all parties.

3.12 "Contract Employees"

"Contract Employees" will receive 8 days special leave per annum, in recognition of the time worked in excess of 35 hours per week, to be taken off at a mutually agreeable time.

Further days off are at the discretion of the Group Managers.

3.13 Superannuation Contribution

The Superannuation Guarantee Levy (9% of pre-packaged salary), or as per legislation, will be contributed to the employees nominated super fund by BHSC.

3.14 Higher Duties

An employee, including contract employees, required to relieve in a position and undertake the specific duties of that position, which is at a higher level within the organisation, shall be paid at least the minimum rate for that position.

If the General Manager, Group Manager, Manager, Coordinator or Team Leader, is absent, unless the Group Manager or Manager determines that there is not a need for an acting role, they will be relieved by an employee from within the organisation who will be paid at least the minimum rate for that position. They may be paid higher pending skills, qualifications and experience.

Non Contract Employees acting within Contract Employee roles will be entitled to the Basic Package Rate Salary, excluding overall Package inclusions.

For an employee to receive Higher Grade Pay – they must be at work and will not be paid at higher grade rates for leave in excess of two (2) days.

This clause is not intended to allow escalation of higher duties throughout hierarchy, but to cover essential duties and responsibilities.

3.15 Pay Advice

Employees shall be paid weekly into their nominated accounts on a regular payday which can be altered with prior agreement.

BHSC shall provide advice of payments to employees within a reasonable time of the payment being made.

In addition to the Award, pay will not be reduced when an employee is legitimately engaged with the SES or Rural Fire Services. A special leave form will need to be signed by the General Manager after the event. If an employee can genuinely not get to work due to bushfires or floods a special leave form will also need to be signed by the General Manager.

Part 4 - PERFORMANCE & TIMELINES

PURPOSE:

To improve organisational performance by establishing and implementing measures, monitoring trends, and modifying our business activities as necessary, to motivate Employee ownership of business improvements by sharing in the improvements achieved.

INTENT:

Provide a structure for the measurement of performance in order to improve customer service and business outcomes.

MEASURE OF SUCCESS:

BHSC will measure the success of the "Performance" section by monitoring trends in key areas and improving same. A likely outcome from providing a workplace that is performance focused is a reduction in operational expenditure, whilst maintaining or improving service levels.

4.1 Productivity Measurement

The parties will aim to improve the quality, efficiency and accessibility of Customer Services to all of BHSC's customers (Residents, Ratepayers, Businesses and Visitors).

The parties agree that the following principles will apply in the development of performance measures:

- 1. Performance measures must take account of quality and service provision, rather than purely cost considerations
- 2. Performance measures must be easily understood by the workforce
- 3. Performance measures will be developed jointly and must be agreed by the employees and approved by their team, their Manager, the WCC, their Group Manager and General Manager
- 4. Agreed Measures must relate to matters directly linked to, or heavily influenced by, the Service Unit and be relevant to the Management Plan
- 5. Agreed Measures must have scope for improvement
- 6. Performance measures are not linked to performance appraisal
- 7. Measures will constantly be reviewed for their effectiveness, accuracy and fairness, and where changes are required, all parties are required to agree

4.2 Organisational Performance Measures

BHSC and Employees commit to measuring performance of the following organisational measures:

Management Plan (or its replacement) Performance Targets

- 1. Management Plan standards achieved
- 2. Management Plan Subsidiary Plans:

Social Plan Disability Action

Cultural

Economic Development

Environmental Management Plan

Capital Works

Audit

Risk Management

In addition, it is agreed to measure and report on the following organisational measures: Absence due to Sick Leave and Lost Time Injury Frequency Rate.

4.3 Bonus Allocation linked to Organisational Measures

The organisation bonus will be paid in accordance with section 3.7 if the performance targets as expressed in 4.2 are met.

In Year One - 80% Management Plan standards achieved and Subsidiary Plan actions are completed.

In Year Two – 81% Management Plan standards achieved and Subsidiary Plan actions are completed.

In Year Three – 83% Management Plan standards achieved and Subsidiary Plan actions are completed.

Where a Group achieves the standard, and another Group fails to meet the standard, then a Bonus shall only be payable to employees in the Group achieving the standard.

4.4 Team Performance Measures

Team performance measures are to be developed by each Service Unit prior to the commencement of this EA and incorporated into a Work Activity Description for each team.

Each Service Unit will complete a Work Activity Description in accordance with the format in Appendix C & C1 of this agreement. The Work Activity Description will incorporate the team's performance measures which will be developed with the assistance of a Facilitator.

Team performance measures must help drive the achievement of the outcomes of the BHSC's Management Plan and may include but not be restricted to measures of:

- Quality of Service
- Timeliness
- Cost Effectiveness
- Workplace Safety
- Environmental Management
- Flexibility of working arrangements
- Training (level and appropriateness of)
- Employee participation
- Resource Optimisation

Team Performance measures must be agreed by the majority of employee's within the Service Unit, and need to be approved by their Manager, the WCC, their Group Manager and the General Manager, who will take into consideration the motivational and organisational values of such measures and the ease of such measures to be communicated and measured

4.5 Monitoring of Performance Measures

Performance measures will be shared at **monthly team meetings** and ideas sought for the improvement of measures. Service Units will be expected to evolve and improve Team performance measures to best suit customer service during the life of this EA. A Manager should be present on each occasion when team measures are reported and the Group Manager must be present at team meetings on a quarterly basis.

The cultural shift in efficiency provided through measuring performance during the life of this agreement provides strong justification of implementing a reward scheme to employees.

4.6 Bonus allocation linked to Team Measures

4.6.1 Year 1

Employees in teams who develop their measures (5) prior to the commencement of this agreement and report at team meetings on those measures monthly throughout the financial year, will be entitled to the 'at risk' bonus in accordance with clause 3.7 of this FA.

4.6.2 Year 2

Employees in teams who demonstrate an improvement or achieve 60% of their team performance measures, as compared with previous financial year, will have earned a bonus allocation in accordance with the table in section 3.7 of this agreement.

4.6.3 Year 3

Employees in teams who demonstrate an improvement or achieve 80% of their team performance measures, as compared with previous financial year, will have earned a bonus allocation in accordance with the table in section 3.7 of this agreement.

4.7 Performance Plan & Review

All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions. A template for the Performance Plan & Review is located as Appendix D, of this agreement.

4.7.1 Individual Bonus Scheme

It is anticipated that the cultural shift in efficiency provided through measuring performance in EA1 will provide justification of implementing a reward scheme to employees in EA2.

4.8 Timelines

Appendix E sets out the timelines for the Enterprise Bargaining Agreement.

Part 5 - VALUING AND DEVELOPING OUR PEOPLE

PURPOSE:

The parties recognise that in order to increase efficiency and productivity of BHSC, a significant commitment to structured training and skill development is required.

INTENT:

The parties will provide a safe and healthy workplace for employees. Suitable training will be organised to enhance and optimise skills of employees to perform their duties. Employees will be motivated by meaningful jobs, and all employees will know they are valued and rewarded appropriately.

MEASURE OF SUCCESS:

BHSC will measure the success of the "Valuing and Developing our People" section by enhanced results in the Cultural Vitality (Employee) Surveys. This can be achieved by increasing the number of training hours offered to each employee, improving the number of courses that go ahead as scheduled in our annual training plan, maintaining our internal appointment ratio, and improving annual customer satisfaction survey results.

5.1 Training and Development

BHSC shall in considering the budget each year ensure that the skill development required to deliver performance results is properly funded. In this regard BHSC makes a commitment to increasing, on average, the number of training hours per employees to 14 hours each year through the life of the EA on training and development.

In addition to BHSC policies on further education, training and development:

BHSC will continue to provide statutory training including, but not limited to, workcover certificate renewals, workplace safety requirements, etc..

Costs for all approved training will be met by BHSC.

Individual Training and Development Plans provide the opportunity for each employee to spend time discussing their work and development. This formal process is conducted annually during the performance appraisal process (PPR).

BHSC provides employees with assistance to obtain skills acquired through further education, which is relevant to the employee's position. Where an employee chooses to undertake a course of study, which is not part of their prescribed job training identified through PPR, but will provide for a career transition within Local Government, the employee may be entitled to study leave and financial assistance in accordance with BHSC's Study Assistance Policies.

BHSC's study assistance program will be broadened to include statutory, vocational, and TAFE courses which are relevant to an individual's direct career or a possible career transition within the Local Government industry on the same basis as the current study policy.

BHSC will where practical, on 'wet days', organise on the job training on key machinery for interested employees.

To facilitate succession planning and career development, BHSC will arrange for any employee studying under the above clauses at least one weeks experience per annum in the relevant area of BHSC to enhance the employees skills and aid in providing a solution to BHSC's long term resource requirements. Higher duties will apply where appropriate.

5.2 Professional Development

It is agreed that it is the responsibility of the employee to keep him/herself informed of developments in the profession, and develop professional knowledge and ability in accordance with scientific and technological change. Where the employee is granted permission to attend a conference, seminar, short-term study course or the like, the employer shall meet all associated costs and shall continue the payment of full salary and benefits to the employee.

5.3 Higher Grade Opportunities

Temporary assignments and secondments will be supported by the Employer where a professional development opportunity exists.

Temporary Assignments

Where a temporary assignment is going to be at least three (3) months, the assignment will be advertised internally, seeking expressions of interest from existing employees to fill the role on a temporary basis.

An employee undertaking this type of assignment will be able to return to their designated position when the assignment is completed.

Higher duties shall only be payable where the temporary assignment is at a higher classification level, and where the Employee assumes responsibility for a range of duties of the higher position.

The rate of additional payment for higher duties will be the difference between the Employee's substantive salary and the minimum of the salary level for the higher position.

Secondments

The Employer may second an Employee into another role within the organisation to better suit critical and unexpected business requirements and special projects.

Secondment arrangements are not intended to disadvantage the Employee, but open career opportunities within the organisation. The employee will return to their permanent position on completion of the secondment.

5.4 Trainee Employment and Apprenticeships

The parties are committed to a strong ratio of trainees/apprentices and subject to affordability will maintain ratios, as existing at the start of this Agreement, as a minimum throughout the life of this Agreement.

5.5 Junior Employment

The parties are committed to supporting Junior Employment.

5.6 Cadetships

Through the life of EA BHSC makes a commitment to investigating and initiating cadetships in areas/positions identified as "hard to fill" in current employment market shortages.

5.7 Workplace Safety

Parties of this agreement shall in addition to ensuring compliance with the OHS legislation, implement the best achievable level of Workplace Safety through the systems approach (SAMS or its replacement) which aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses.

5.8 Succession Planning

The parties recognise that succession planning is a critical activity of BHSC due to the relatively large number of employees with extensive experience and corporate knowledge approaching retirement. Further, the parties recognise that succession planning is a shared responsibility between management and employees.

The parties agree that during the life of this agreement, succession planning activities such as, but not limited to, the following, will be explored:

- Maximising the opportunity for personal growth and development providing higher duty appointments of reasonable periods
- Graduated work/family transition program for employees (see Clause 6.4)

Documenting of practices and procedures to retain Corporate Knowledge

5.9 Employee Interchange

Employee interchange is an arrangement whereby employees are provided with an opportunity to perform a range of different job roles for agreed periods of time.

Where significant developmental opportunities exist, Employee Interchange may be offered. This will need to be done in line with agreed consultative process. Parties undertake to establish an agreed process.

5.10 Retraining

Reasonable retraining shall be provided to assist employees who are offered redeployment – on a case by case basis.

5.11 Career Development

During the first year of this agreement BHSC will appoint and pay for Career Consultants who will spend one week at BHSC. Interested employees will be offered the opportunity to meet these consultants, in BHSC time where practical, to discuss their career growth options. The objective of these sessions is to enlighten the Employee about career opportunities in Local Government, and specifically BHSC, and advise the Employee of which career direction they will likely achieve success.

Subject to demand and affordability, the parties agree to consider this arrangement for the other two years of the Agreement.

PART 6 - WORK & LIFE BALANCE

PURPOSE:

BHSC recognises the need to provide appropriate levels of flexibility and support at the workplace to enable employees to balance their work, community and personal responsibilities.

BHSC also recognises the needs of employees at different stages of their working life. This might include the capacity for parents of young children to work from home, or greater access to part-time work following parental leave. In addition, there may be greater availability of part-time work for mature employees as a prelude to retirement.

INTENT:

(Senior) Management to drive a cultural change which will provide quality customer service while providing flexible working arrangements which will motivate, retain and attract employees. Managers need to consider work and life balance requests in regards to service provision and will not unreasonably withhold approval.

Access to flexible work and family arrangements is negotiated between the Employee and their Manager under the delegated authority of the General Manager.

MEASURE OF SUCCESS:

BHSC will measure the success of the "Work & Life Balance" section by enhanced results in the Cultural Vitality Surveys, retaining a higher percentage of employees, and reducing the time to fill vacant positions and increasing Customer Satisfaction.

6.1 Hours of Work

6.1.1 Ordinary Hours

The ordinary hours of work for all full-time BHSC employees is 35 hours per week and 38 hours per week as per the breakdown as specified in the Award. (The parties agree to negotiate the implementation of a 35 hour ordinary hours week, for all full-time employees in EA2, at the commencement of EA2 negotiations, as per the timeline as expressed in this Agreement).

- The ordinary hours of work for part-time employees shall be as agreed on appointment to the position.
- Spread of hours shall be in accordance with Award.

- The shift and penalties provisions of the Award will apply to work outside Council's spread
 of hours.
- Teams working in Libraries, Customer Service Centres and Compliance may elect by mutual agreement, and where employees will not be disadvantaged, to modify their spread of hours to include Saturday to Sunday from 8am to 5pm.

Where mutual agreement on spread of hours is reached, employees will be entitled to work a 9 day fortnight and employees working in those teams will only be required to work one weekend in four at the very maximum. A 10% loading for all purposes, and which replaces penalty rates, will apply to staff salaries where the spread of hours is mutually agreed to be changed to include revised times over Monday to Sunday.

By mutual agreement between General Manager and Service Units, and where employees will not be disadvantaged, other teams electing for their spread of hours to change from Monday-Friday to Monday-Sunday will also be entitled to work a 9 day fortnight and employees working in those teams will only be required to work one weekend in four at the very maximum. A 10% loading for all purposes, and which replaces penalty rates, will apply to staff salaries where the spread of hours is mutually agreed to be Monday to Sunday.

- Any changes agreed need to be implemented within three months of agreement.
- The maximum ordinary hours in any one shift will be 10 hours.

The ordinary hours for employees shall be arranged, to ensure that service provision for the customer is maintained or improved.

It is the objective of the parties, throughout the life of this agreement, to investigate options which would allow for flexibility for the ordinary hours for all full time employees.

6.1.2 Saturday and Sunday Work

As per the Award, unless a local agreement is in place.

6.1.3 Shift Work

As per the Award.

6.1.4 Facilitative Provisions

An employee's commencement and / or finishing times may be altered by agreement. Council and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in the EA or Award.

6.2 Flexible working hours

A major objective of offering a broad range of flexible working arrangements is to improve performance and customer service. The General Manager is committed to empowering Service Units with flexibility.

Where service standards, safety and team work will not be compromised, and performance measures are agreed, measured and met during the life of this agreement, all permanent employees can negotiate flexible working arrangements with their Service Unit Manager under the delegated authority of the General Manager. Flexible working hours will include such things as flexible start, break and finish times and working extra hours on a time exchange system. The success of the flexible options will be monitored and adjusted as required by the Service Unit Manager, subject to delegated authority from the General Manager.

Note that time accrued under flexible working hours arrangements is capped at 5 days, unless mutually agreed. Where an employee accrues more than 5 days under these arrangements, the additional time will be paid at overtime rates.

All full time employees on 38 hours per week will continue to have their 9 day fortnight arrangements; all full time employees on 35 hours per week may maintain their 14 day/3 week arrangements, as are in place at the time of signing this EA.

6.3 Meal and rest breaks

As per the Award.

6.4 Phased Retirement

The organisation recognises the need to retain the experience of its Mature Workers reaching retirement. A permanent employee from the age of 55 who has been continuously employed with BHSC for a minimum period of 5 years may make application to reduce full-time work to part-time work to accommodate phased retirement. The organisation has the duty of care to ensure the arrangements take into account the needs of the business and work/life balance for the Employee.

Prior to discussions regarding terms and conditions under which part-time work is introduced as part of phased retirement, the Employee must make the initial request.

Before commencing part-time employment, the parties must agree in writing:

- That the Employee's role is suitable for part-time work
- On the work to be performed
- The commencement and duration of part-time employment
- The spread of hours should be negotiated between Employee and Manager/Group Manager
- The requirement to undertake succession planning.

Employees may seek assistance from their Unions. All pay and leave entitlements shall apply on a pro-rata basis for part-time Employees.

6.5 Work from home arrangements

These flexible arrangements allow full-time or part-time employees to work from home on a regular basis. It may be applied to roles that are relatively independent without the need for a high level of face-to-face interaction and where the employee has the appropriate skills.

Statutory requirements apply to employees working from home as they do to employees working in the workplace. There must be understanding and compliance by all affected parties with all statutory responsibilities prior to any arrangements being commenced. The Group Managers and General Manager will sign off on these arrangements prior to commencement.

Service Unit Managers may apply work from home arrangements to short-term projects (5 days).

All working from home arrangements must be mutually agreed and discussions can be initiated by either party.

6.6 Child Care arrangements

Salary Sacrifice of fees will be available as per clause 3.10 of this EA.

6.7 Child Care Expenses Associated with Additional Hours

Where employees are required by BHSC to work outside their agreed and/or ordinary hours of work and where less than 24 hours notice of the requirement to perform such overtime work has been given by the Service Unit Manager, the Employee will be reimbursed for reasonable childcare expenses incurred.

Employees are required to advise the Manager of the likely cost of childcare in advance. Evidence of expenditure incurred by the Employee must be provided to the Manager as soon as possible after the working of such overtime.

6.8 Nursing Mothers

If demand warrants, an investigation will be made into providing facilities to accommodate nursing mothers returning to work while breastfeeding. Guidelines should be established governing the use of the room to ensure access, privacy and hygiene standards. Where there is no other space available, a first aid room may be used and the guidelines governing its use amended accordingly.

6.9 Expenses

BHSC will reimburse the Employee for all reasonable out-of-pocket expenses properly incurred by the employee in carrying out the Employee's duties under this Agreement.

6.10 Relocation Expenses

Relocation allowances will be paid to permanent employees who are newly recruited and move to Baulkham Hills Shire within their first two years of employment. On presentation of receipts, BHSC shall pay for all reasonable expenses up to a limit of \$3000. 50% will be paid on moving and the balance will be paid if the Employee is still working at BHSC, and still living within the Shire 18 months later.

6.11 Counselling and support services (Employee Assistance Program)

BHSC commits to contract the services of a professional counselling and support service organisation to provide confidential services to Employees and their immediate families, on work and personal issues.

6.12 Health & Wellbeing Encouragement

BHSC acknowledges that physical well being is a key factor in employees being able to fully perform their duties and minimise absenteeism and prevent workplace injuries.

BHSC commits to holding "Health Days" throughout the year where specialists in their fields will provide information and testing of employees on a range of services e.g. blood glucose levels, blood pressure, posture at work, nutrition, asthma & diabetes information, lung function, men's health, women's health etc.

Flu vaccinations will continue to be provided to interested employees at the organisations expense.

BHSC also commits to providing an Employee Assistance Scheme, to all employees who need professional counselling and assistance, to a reasonable level of assistance, to address their personal challenges which may be affecting their performance.

6.13 Employee Facilities

Over the term of the EA, BHSC will work with the WCC in delivering the following:

- Improved Lunch facilities
- > Increase in equipped meeting rooms
- > First Aid Rooms with adequate equipment
- Parents Room
- Separate shower & toilet facilities

Equipped Meeting Rooms are particularly important to foster innovative work culture to hold regular team, problem solving, and business improvement meetings. BHSC makes a commitment to equipping each meeting room with the essentials of Data Projector, PC, Screen, Whiteboard (& whiteboard pens). BHSC also commits to improving the ratio of meeting space as a percentage of total office space during the life of this agreement.

Part 7 - WORKPLACE CHANGE AND REDUNDANCY

PURPOSE:

The parties to this agreement recognise that major changes to the workplace can be stressful to employees and that it is reasonable and appropriate to discuss proposed changes with employees involved or impacted by proposed changes.

The parties to this agreement acknowledge that where an employee is terminated due to redundancy the employee will be entitled to a redundancy payment

INTENT:

The parties to this agreement will always endeavour to consult in good faith and give due consideration to comments, suggestions and requests made in regards to workplace change and redundancy.

MEASURE OF SUCCESS:

BHSC will measure the success of the "Workplace Change & Redundancy" section by enhanced results in the Cultural Vitality Surveys.

7.1 Council's Duty to Notify

As per Award.

7.2 Council's Duty to Discuss Change

As per Award.

7.3 Discussion Prior to Termination

As per Award.

7.4 Notice to Centrelink

As per Award.

7.5 Notice of Termination

As per Award.

7.6 Redundancy Pay

As per Award.

7.7 Redundancy Expenses

As per Award.

7.8 Redeployment to Lower Paid Position

As per Award.

7.9 Certificate of Employment

As per Award.

Part 8 - EMPLOYMENT CONDITIONS

PURPOSE:

These provisions provide minimum standards that Employees and Employers work under.

INTENT:

Conditions of Employment guide fairness and equity across the organisation.

MEASURE OF SUCCESS:

BHSC will measure the success of the "Employment Conditions" section by enhanced results in the Cultural Vitality Surveys.

8.1 Public Holidays

As per Award, with addition of Easter Sunday as a day on which holidays shall be observed.

8.1.1 Union Picnic Day - As per Award.

8.2 Leave Provisions

8.2.1 Cultural leave

As per Award.

8.2.2 Sick Leave

As per Award.

Where the Group Manager is confident that sick leave is valid without doctor's certification, the leave will be approved.

8.2.3 Carer's Leave

As per Award.

8.2.4 Unpaid Carer's Leave

As per Award.

8.2.5 Annual Leave

As per Award.

8.2.6 Purchased/self-funded leave

Purchased leave is additional leave that is funded by Employees taking a reduction in pay.

Employees are given additional leave and their income for the actual time worked (including paid annual leave) is averaged and paid over the full financial year. This arrangement provides Employees with an opportunity to take additional leave to use for family commitments or other uses such as travel and study. Employers can benefit from the reduction in overall salary costs, and purchased leave may enable organisations to avoid having excess Employees working during quiet periods of the financial year.

An Employees total remuneration package will be reduced by the cost of Purchased leave.

- Employees have an option, subject to management approval, to receive 50 weeks of pay spread over the full 52 weeks of the financial year, which provides the employee with 6 weeks leave instead of 4 weeks per year entitlement. The additional 2 weeks will not be able to be accrued and must be taken each financial year. If the employee is unable to take the additional leave his or her salary will be adjusted at the completion of the 12 month period to take account of the fact that time worked during the financial year was not included in the salary.
- Alternative option.

With the written agreement of BHSC an Employee may elect to receive, over a four-financial year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.

BHSC will assess each application for deferred salary on its merits, and give consideration to the personal circumstances of the Employee seeking the leave. On completion of the fourth financial year, an Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth financial year of deferment.

8.2.7 Long Service Leave

As per Award.

8.2.8 Parental Leave

As per Award.

8.2.9 Paid Maternity Leave

As per Award.

8.2.9.1 Return to Work Bonus

Employees returning from a period of approved maternity leave, (a maximum of 12 months) to undertake full time duties will be entitled to a one off allowance of \$1000 following twelve months of full time employment, and employees returning early on a part-time basis will be entitled to an allowance on a pro-rata basis.

8.2.10 Supporting Parent Leave

As per Award.

8.2.11 Jury Service Leave

As per the Award.

8.2.12 Bereavement Leave

As per Award, however an additional day will be granted as special leave with pay.

In the unfortunate loss of a child, spouse or partner, the total entitlement will be five days special leave with pay.

8.2.13 Funeral Attendance Leave

Group Managers will have discretion to approve Funeral Attendance Leave upon application by an Employee.

8.2.14 Leave without Pay

As per the Award.

8.3 Part-Time Employment

As per the Award.

Where part-time employees are requested, and agree, to work outside their standard hours, and less than 48 hours notice has been given, a 25% loading will apply.

8.4 Casual Employment

As per the Award.

8.5 Job Share Employment

As per the Award.

8.6 Professional Indemnity

The Employer will hold adequate and appropriate insurance to cover potential liabilities (including legal fees and related expenses) of the Employer and Employee who is party to this agreement.

Part 9 - FAIR WORKPLACE

PURPOSE:

It is the purpose of this Section to allow all employees equal opportunity at pursuing initiatives and internal career opportunities.

INTENT:

All parties agree that employment to all positions will be on merit and that all vacancies are advertised in a manner that employees are aware of the vacancy and how to apply for the position.

MEASURE OF SUCCESS:

BHSC will measure the success of the "Fair Workplace" section by enhanced results in the Cultural Vitality Surveys, maintaining or improving the internal appointment ratio and reducing the number of employees that leave BHSC to grow their career elsewhere, and reducing the number of involuntary terminations.

9.1 Appointment and Promotion

All vacant and new positions must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position, and in a manner that employees are aware of the vacancy.

This does not prevent Service Unit Managers from placing an Employee on higher duties whilst the recruitment process is being undertaken, but no period of higher duties will exceed 12 months.

All Service Unit Managers must consult with employees within the Service Unit prior to making a decision to recruit, to explore other options e.g. annualising salaries, re-allocating responsibilities, training opportunities etc.

Appointments will be made as per the Award.

If requested, internal applicants will be provided with reasons on why they were not appointed to the position.

Statistics will be maintained by the Human Resources team, benchmarked with other organisations, and shared with employees, on the number of internal to external appointments in an effort to drive better internal career development.

While the primary responsibility of recruiting for vacancies will fall to the Manager of the area concerned, generally a Team Leader and/or Team Member will be invited to be on the Selection Panel.

9.2 Dispute Resolutions Provisions

As per the Award.

9.3 Disciplinary Procedures

As per the Award.

4 Termination of Employment As per the Award. 9.5 Competitive Tendering As per the Award. 9.6 Leave Reserved As per the Award including leave to negotiate the Civil Liability Allowance. "BAULKHAM HILLS SHIRE COUNCIL ENTERPRISE AGREEMENT 2009-2011 FINANCIAL YEARS" Signed in Agreement for and on behalf of Baulkham Hills Shire Council **Dave Walker** General Manager - Baulkham Hills Shire Council Date: In the presence of Witness Date: Signed in Agreement for and on behalf of United Services Union of Australia, New South Wales **Ben Kruse General Secretary - USU** Date: In the presence of Witness Date: Signed in Agreement for and on behalf of the Development & Environmental Professionals Association of NSW **Ian Robertson** Secretary - depa Date: In the presence of Witness Date: Signed in Agreement for and on behalf of the Local Government Engineers Association of NSW Martin O'Connell Director - LGEA

In the presence of Witness

Date:

Date:

Attachment A - Salary Rates

TABLE SHOWING SALARY RATES FOR 38 HR EMPLOYEES (Outdoor Staff)									
Salary Struc	ture from 5.1	1.07 SKILL	SKILL	SKILL	SKILL	SKILL	SKILL	1	
Grade	ENTRY	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6		
1	558.67	568.66	578.65	588.65	598.64	608.63	618.63		
2	636.99	648.55	660.11	671.67	683.23	694.79	706.35		
3	676.85	689.58	702.32	715.06	727.79	740.53	753.27		
4	719.55	733.14	746.73	760.32	773.91	787.50	801.09		
5	753.82	768.10	782.38	796.65	810.93	825.20	839.48		
6	796.06	8 11.18	826.30	841.43	856.55	871.67	886.79		
7	854.73	866.95	879.17	891.39	903.61	915.83	928.05		
8	922.78	936.02	949.27	962.51	975.75	988.99	1,002.23		
9	969.72	983.66	997.61	1,011.55	1,025.50	1,039.45	1,053.39		
10	1,014.30	1,028.92	1,043.53	1,058.15	1,072.76	1,087.38	1,101.99		
11	1,065.93	1,081.32	1,096.71	1,112.10	1,127.49	1,142.87	1,158.26		
12	1,133.98	1,150.39	1,166.80	1,183.22	1,200.21	1,217.19	1,234.18		
13	1,207.57	1,225.68	1,243.79	1,261.90	1,280.02	1,298.14	1,316.25		
14	1,268.29	1,280.97	1,293.66	1,306.34	1,319.01	1,331.70	1,344.38		
Salary Struc	ture Prior to	3.2% or \$32	minimum (Co	Ilapsing Con	npetencies)				
Cro de	BASE	SKILL	SKILL	SKILL	SKILL	SKILL	SKILL	New Class	
Grade	ENTRY	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	1	
1									
2									
3	715.06	715.06	715.06	715.06	760.32	760.32	760.32	W1	
4	760.32	760.32	760.32	760.32	801.65	801.65	801.65	W2	
5	796.65	796.65	796.65	801.65	841.43	841.43	841.43	W3	
6	841.43	841.43	841.43	841.43	891.39	891.39	891.39	W4	
7	891.39	891.39	891.39	891.39	962.51	962.51	962.51	W5	
8	962.51	962.51	962.51	962.51	1,011.55	1,011.55	1,011.55	W6	
9	1,011.55	1,011.55	1,011.55	1,011.55	1,058.15	1,058.15	1,058.15	W7	
10	1,058.15	1,058.15	1,058.15	1,058.15	1,112.10	1,112.10	1,112.10	W8	
11	1,112.10	1,112.10	1,112.10	1,112.10	1,183.22	1,183.22	1,183.22	W9	
12	1,183.22	1,183.22	1,183.22	1,183.22	1,261.90	1,261.90	1,261.90	W10	
13	1,261.90	1,261.90	1,261.90	1,261.90	1,316.34	1,316.34	1,316.34	W11	
14	1,306.34	1,306.34	1,306.34	1,316.34	-	-	-	W12	
Salary Struc	ture 1 July 20 BASE	08 with 3.2% SKILL	or \$ 32 minir SKILL	num & Comp SKILL	etency Colla SKILL		SKILL		
Grade	ENTRY	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	SKILL LEVEL 5	LEVEL 6	New Class	
1									
2									
3				747.06		N/A		W1	
4				792.32				W2	
5				833.65				W3	
6				873.43				W4	
7				923.39				W5	
8				994.51				W6	
9				1,043.92				W7	
10				1,092.01				W8	
11				1,147.69				W9	
12				1,221.09				W10	
13	1			1,302.28				W11	
14				1,352.26				W12	
Notes:				.,000.40					
	s not include All	lowances and D	eductions whor	annlicable					
THIS TADIE UUE	Jo Hot include All	o wances and D	Caactions wifer	дарисаые.					

TABLE SHOWING SALARY RATES FOR 35 HR EMPLOYEES (Indoor Staff)

Salary Struc	cture from 5.1	1.07					
Grade	BASE ENTRY	SKILL LEVEL 1	SKILL LEVEL 2	SKILL LEVEL 3	SKILL LEVEL 4	SKILL LEVEL 5	SKILL LEVEL 6
1	548.67	558.66	568.65	578.65	588.64	598.63	608.63
2	626.99	638.55	650.11	661.67	673.23	684.79	696.35
3	666.85	679.58	692.32	705.06	717.79	730.53	743.27
4	709.55	723.14	736.73	750.32	763.91	777.50	791.09
5	743.82	758.10	772.38	786.65	800.93	815.20	829.48
6	786.06	801.18	816.30	831.43	846.55	861.67	876.79
7	844.73	856.95	869.17	881.39	893.84	906.48	9 19 . 13
8	913.68	927.38	941.09	954.80	968.50	982.20	995.91
9	962.26	976.69	991.13	1,005.55	1,019.99	1,034.43	1,048.86
10	1,008.40	1,023.53	1,038.65	1,053.79	1,068.91	1,084.04	1,099.16
11	1,061.84	1,077.77	1,093.69	1,109.62	1,125.55	1,141.47	1,157.40
12	1,132.27	1,149.25	1,166.24	1,183.22	1,200.21	1,217.19	1,234.18
13	1,207.57	1,225.68	1,243.79	1,261.90	1,280.02	1,298.14	1,316.25
14	1,268.29	1,280.97	1,293.66	1,306.34	1,319.01	1,331.70	1,344.38
15	1,3 4 1.15	1,354.57	1,367.97	1,381.38	1,394.80	1,408.21	1,421.62
16	1,409.15	1,423.25	1,437.34	1,451.43	1,465.52	1,479.62	1,493.70
17	1,491.74	1,506.65	1,521.57	1,536.49	1,551.40	1,566.33	1,581.24

Salary Structure prior to 3.2% or \$ 22 minimum (Collapsing Competencies)								
	BASE	SKILL	SKILL	SKILL	SKILL	SKILL	SKILL	New Class
Grade	ENTRY	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	
1								
2								
3	705.06	705.06	705.06	705.06	750.32	750.32	750.32	S 1
4	750.32	750.32	750.32	750.32	791.65	791.65	791.65	S2
5	791.65	791.65	791.65	791.65	831.43	831.43	831.43	S 3
6	831.43	831.43	831.43	831.43	881.39	881.39	881.39	S4
7	881.39	881.39	881.39	881.39	954.80	954.80	954.80	S 5
8	954.80	954.80	954.80	954.80	1,005.55	1,005.55	1,005.55	S6
9	1,005.55	1,005.55	1,005.55	1,005.55	1,053.79	1,053.79	1,053.79	S 7
10	1,053.79	1,053.79	1,053.79	1,053.79	1,109.62	1,109.62	1,109.62	S8
11	1,109.62	1,109.62	1,109.62	1,109.62	1,183.22	1,183.22	1,183.22	S9
12	1,183.22	1,183.22	1,183.22	1,183.22	1,261.90	1,261.90	1,261.90	S 10
13	1,261.90	1,261.90	1,261.90	1,261.90	1,316.34	1,316.34	1,316.34	S11
14	1,316.34	1,316.34	1,316.34	1,316.34	1,381.38	1,381.38	1,381.38	S 12
15	1,381.38	1,381.38	1,381.38	1,381.38	1,451.43	1,451.43	1,451.43	S 13
16	1,451.43	1,451.43	1,451.43	1,451.43	1,536.49	1,536.49	1,536.49	S 14
17	1,536.49	1,536.49	1,536.49	1,536.49				S 15

Salary Structure 1 July 2008 with 3.2% or \$ 22 minimum & Competency Collapse									
	BASE	SKILL	SKILL	SKILL	SKILL	SKILL	SKILL	New Class	
Grade	ENTRY	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	New Class	
1									
2									
3				727.62				S 1	
4				774.33				S2	
5				816.98				S3	
6				858.04				S4	
7				909.59				S 5	
8				985.35				S6	
9				1,037.73				S 7	
10				1,087.51				S8	
11				1,145.13				S9	
12				1,221.09				S 10	
13				1,302.28				S11	
14				1,358.46				S 12	
15				1,425.59				S 13	
16				1,497.88				S 14	
17				1,585.66				S 15	
Notes:									
This Table doe	s not include Al	lowances and D	eductions where	e applicable.					

DEE STIC WITE STEE	iiti i noidiolo i ok	CONTRACT EMPLOYEE
Current Grade	New Class	New\$ (Effective 1-7-08)
11	C1	76,947
12	C 2	82,097
13	C3	87,550
14	C 4	91,942
15	C 5	97,093
16	C 6	102,091
17	C7	108,149
18	C8	114,057
19	C 9	119,964
20	C 10	124,054
21	C 11	135,566
22	C 12	148,743
23	C 13	161,921
es:		
Table does not include Allowanc	es and Deductions where applica	able.
es include first EA Salary Increase		

Attachment B - Allowances Table

MONETARY RATES – TABLE FOR ALLOWANCES

			1/7/08	1/7/09	1/7/10
	First Pay	First Pay	+3.2%	+3.2%	+3.2%
	Period	Period	\$	\$	\$
	01/11/06	01/11/07		,	,
	\$	+3.5%			
		\$			
Clause 13(i)(a) Disability	0.29 p.h. or		0.31p.h.	0.32p.h.	0.33p.h.
Allowance		0.30p.h or	or	or	or
	11.20p.w.	11.60p.w.	11.97p.w.	12.35p.w.	12.75p.w.
Clause 13(i)(b) Disability	0.78p.h. or	0.04	0.84p.h.	0.86p.h.	0.89p.h.
Allowance	20.005	0.81p.h. or	or 31.83p.w.	or	or 33.90p.w.
Clause 13(ii) Sewer Chokes	29.80p.w. 6.44p.d.	30.84p.w. 6.67p.d.	6.88p.d.	32.85p.w. 7.10p.d.	7.33p.d.
Clause 13(v)(a) Tool Allowances	0.44p.u.	0.07p.u.	0.86p.u.	7.10p.u.	7.33p.u.
Bricklayer	15.60p.w.	17.10p.w.	17.65p.w.	18.21p.w.	18.79p.w.
Carpenter & Plumber	22.10p.w.	24.20p.w.	24.97p.w.	25.77p.w.	26.60p.w.
Metal & Mechanical Trades	22.10p.w.	24.20p.w.	24.97p.w.	25.77p.w.	26.60p.w.
Painter & Signwriter	5.40p.w.	5.80p.w.	5.99p.w.	6.18p.w.	6.37p.w.
Plasterer	18.20p.w.	20.00p.w.	20.64p.w.	21.30p.w.	21.98p.w.
Clause 13(v)(d) Insurance Value	1283.00p.a.	•	1446.86p	1493.16p	1540.94p
		1402.00p.a.	.a.	.a.	.a.
Clause 13(viii) Car Allowances					
(cents per km)					
0(a) Under 2.5 litres	0.54p.km.		0.66p.km	0.68p.km	0.70p.km
2.5.12	0.62	0.64p.km.	0.75	0.70	0.00 1
2.5 litres and over	0.62p.km.	0.725 lm	0.75p.km	0.78p.km	0.80p.km
(b) Minimum quarterly	1746.00	0.73p.km.			
(b) Minimum quarterly payment	1/40.00	1807.11	1864.94	1924.62	1986.20
Clause 13(ix)(d) Travelling		1007.11	1004.94	1924.02	1900.20
Allowances					
3 - 10 km	3.72p.d.	3.85p.d.	3.97p.d.	4.10p.d.	4.23p.d.
11 - 20 km	5.88p.d.	6.09p.d.	6.28p.d.	6.48p.d.	6.69p.d.
21 - 33 km	8.52p.d.	8.82p.d.	9.10p.d.	9.39p.d.	9.69p.d.
34 - 50 km	11.18p.d.	11.57p.d.	11.94p.d.	12.32p.d.	12.72p.d.
Each additional 10kms	2.98p.d.	3.08p.d.	3.18p.d.	3.28p.d.	3.39p.d.
Clause 13(ix)(h) Vehicle Allowance					
(cents per km)					
Under 2.5 litres	0.54p.km.		0.66p.km	0.68p.km	0.70p.km
2.519	0.60	0.64p.km.		. 70 .	
2.5 litres and over	0.62p.km.	0.725 1.55	0.75p.km	0.78p.km	0.80p.km
Clause 12(v)(a) Camping	26.265.5	0.73p.km.			
Clause 13(x)(a) Camping Allowance	26.26p.n.	27.18p.n.	28.05p.n.	28.95p.n.	29.87p.n.
Clause 13(xi)(a) Community		۲/۰۲0h٬۱۱۰	20.030.11.	20.33p.II.	29.0/p.11.
Language Allowance	16.10p.w.	16.66p.w.	17.20p.w.	17.75p.w.	18.31p.w.
Clause 13(xi)(b) First Aid	10.10p.w.	10.00ρ.νν.	±,,,Σορ.νν.	±,,,,ορ.νν.	10.01ρ.νν.
Allowance	10.000	11.18p.w.	11.54p.w.	11.91p.w.	12.29p.w.
Clause 13(xii)(a) Meal Allowance	8.70	9.00	9.29	9.59	9.89
Clause 13(xii)(b) Meal Allowance	8.70	9.00	9.29	9.59	9.89
Clause 13(xii)(c) Meal Allowance	8.70	9.00	9.29	9.59	9.89
Clause 17B (iii) On Call Allowance					
on ordinary working days	14.20p.d.	14.70p.d.	15.17p.d.	15.66p.d.	16.16p.d.
Clause 17B (iv) On Call Allowance		•			
- on other days	27.80p.d.	28.77p.d.	29.69p.d.	30.64p.d.	31.62p.d.
Clause 17B (v) On Call Allowance -			135.22p.	139.55p.	144.02p.
maximum per week	126.60p.w.	131.03p.w.	w.	w.	w.
Clause 38(iv) Savings and					
Transitional					

(a)	West of the Line Allowance	3.90p.w.	4.04p.w.	4.17p.w.	4.30p.w.	4.44p.w.
(b)	Climatic Allowance	3.90p.w.	4.04p.w.	4.17p.w.	4.30p.w.	4.44p.w.

Key: p.h. = per hour

p.a. = per annum p.d. = per day p.w. = per week p.n. = per night. p.km. = per kilometre

Attachment C - Work Activity Description

GROUP/TEAM:			
MANAGER /TEAM LEADER:			
YEAR APPLICABLE /DATE PREPARED:			
TEAM MEMBERS: (Position No - Name)			
ORGANISATIONAL PERFORMANCE MEASURES:			
TEAM OBJECTIVE:			
SRATEGIES TO ACHIEVE IMPROVEMENTS AND OBJECTIVES:			
TEAM OUTPUTS:			
TEAM PERFORMANCE MEASURES:			
IMPROVEMENT OPPORTUNITIES:			
CONSTRAINTS:			
MANAGER:			
GROUP MANAGER:			
GENERAL MANAGER:			
DATE AGREED:			

Attachment C1 - Work Activity Description sample

GROUP/TEAM: Corporate & Financial Services, Information Management

MANAGER: Sharon Foord

YEAR APPLICABLE (DATE PREPARED): 2007/2008 (March 2007)

TEAM MEMBERS:

CO0010 Manager Information Management - 499 Sharon Foord 01/10/05 S0058 Team Leader Information Management EDM - 490 Ellen Coker 02/10/06 S0059 EDM - Projects Officer - 635 Tracy Madadghar 02/04/07 S0060 Information Management Officer EDM - 163 Carmel Grima 25/04/05 S0061 Scanning Control Officer - 595 Cathie Pierce 17/07/06 S0064 Information Management Officer EDM - 489 Leanne Pope 06/12/04

S0065 Information Management Officer EDM - 610 Allison Borg 09/07/07

S0066 Customer Information Officer (Closed) - POSITION CLOSED

S0434 IT TRAINER - 813 Kristy Bernecic 01/10/07

S0435 EDM Development Officer - 722 Rebecca Churchill 27/08/07

S0452 Scanning Officer(Closed) - POSITION CLOSED

S0454 Information Management Officer EDM - 657 Natalie Farrugia 09/02/07

S0458 EDM Projects Officer - 730 Pauline Portelli 01/10/07

S0471 Scanning Officer(Closed) - POSITION CLOSED

S0491 Scanning Officer - 513 Sharon Dalli 10/07/06

S0500 Information Management Officer - 767 Robert Deering 01/10/07

S0501 Customer Information Officer - 1057 Erick Anabalon 02/04/07

S0502 Customer Information Officer - 914 Serai Nawagatabu 02/04/07

SM13300 Maternity Leave - 1266 Amanda Jones 01/10/07

ORGANISATIONAL PERFORMANCE MEASURES:

Management Plan (or it's replacement) Performance Targets

- 1. Management Plan standards achieved
- 2. Management Plan Subsidiary Plans:

Social Plan
Disability Action
Cultural
Economic Development
Environmental Management Plan
Capital Works
Audit
Risk Management

TEAM OBJECTIVE:

To ensure that the management of Council's information resources and records management program provides timely and comprehensive information to meet operational business needs, accountability requirements and community expectations.

STRATEGIES TO ACHIEVE OBJECTIVE:

1. Provide training programs that meet Organisational Requirements

TEAM OUTPUTS:

Back office Administration . The monitoring and allocation of resources.

Outgoing Mail The collation and preparation of Council's outgoing mail for dispatch to Australia Post and Document Exchange.

IT Training The provision of training in all corporate systems to enhance employees skills& productivity.

Batch & Scan Documents The processing of documents to ensure quality capture of corporate information

Register Docs electronic. The processing of all forms of documents into the Electronic Document Management system and electronically routing to relevant officers for action and information.

Sort & Distribute Mail Sorting and distribution of Council mail.

Systems Administration The development of systems to enhance functionality of corporate EDM system and improve accessibility of services to external customers.

TEAM PERFORMANCE MEASURES:

- % Mgmt Team successfully using Dataworks Human Resource Index
- % Documents registered within 24 hrs of scanning
- % Documents scanned within 24 hrs of receiving
- % Increase in Customer requests received via web forms
- % Of All training Sessions targeted to new starters
- % of Corporate Trainers Time training employees in Corporate Systems
- % of Existing Employees receiving Corporate Training

% of overdue correspondence across organisation % of files retrieved within 24 hours from off-site storage Goal

IMPROVEMENT OPPORTUNITIES:

Increased volume of documents Increased Volume of Electronic Docs Improve Reporting Data

CONSTRAINTS:

Lack of customer dedication to use current Records Management system appropriately Lack of industry assessment in relation to Records Management technology and software

Appendix D - Performance Planning & Review

BAULKHAM HILLS SHIRE COUNCIL

PERFORMANCE PLANNING AND REVIEW (FOR ALL STAFF)

(FINANCIAL YEAR - 2008/2009

Part A

Name:			
Position Title:			
Team:			
Group:			
Date appointed to position:			

Notes for the Team Member being reviewed

- The Performance Planning & Review provides an opportunity for you and your Team Leader/Manager to establish and agree on your Performance Objectives before the start of the financial year. It also provides an opportunity to receive feedback on your performance objectives and training needs. Reviews are conducted annually.
- After this review you should take the opportunity to comment in the space provided in on any factors, which may have affected your performance.
- The report should then be returned to your Team Leader/Manager who will then forward it onto the next Line Manager for comment.
- The report will then be returned to you to acknowledge that you have seen all comments.
- Completed reports will be retained as part of your employees file.
- Page 3 to be undertaken by the Manager if an Employee requests to be assessed for progression from the minimum to maximum salary level for their position.

Specific Work Performance Objectives of the Job	Managers Review and Comments

Assessment Period	July 2008 to June 2009			
Assessment Subject	Managers Assessment			
Work Achievements				
Demonstrates pride in work				
and aims continually at				
improving service levels				
Results				
Achieves required results in				
full and on time the majority				
of the time				
Qualifications				
The employee has the				
required qualifications to				
successfully carry out their				
role				
Skills The employee has improved				
The employee has improved their skill level since the last				
assessment period				
assessment period				
Work Values				
The employee focuses on				
achieving service standards				
and respects colleague's				
contributions				
Team Member qualifies for ma	aximum salary level			
·	,			
□ Yes				
□ No				
Approved by Manager				
Approved by Manager				
Signed	Dated			
Approved by Group Manager				
Signed Dated				
	—			

Comments from Team Leader/Manager, next Line Manager and Team Member being reviewed

(As well as general overall performance comments, reference to Special Projects undertaken during the year should be recorded here)

1.1 Team Leader/Manager Comments		
Signed		
Leader/Manager)		
Signed		
final sign off).		
Signed Dated		
Team Member: Final acknowledgment that all comments have been read.		
Signed Dated		
Once all Officers have signed please return this form to your Team Leader/Manager who		

will forward it to the Human Resources Team.

Appendix E – EA Implementation Timeframe

Date	Milestones	Criteria
By 5/12/07	Completion of Salary Progression Matrix referred to allow employees to move from base salary to top of range salary.	Acceptance by EA Team and Workplace Consultative Committee.
By 3/03/08	Employees vote in favour to accept Enterprise Agreement	65% Acceptance
By 30/04/08	Salary Review and Stabilisation Process.	Completion.
By 31/05/08	Completion of Performance Measures for each Team for the 2008/2009 Financial Year using the Work Activity Description Model.	Acceptance by Employees, EA Team and Workplace Consultative Committee and Senior Management.
01/07/08	Commencement and Implementation of EA 1.	Agreement by the Parties to EA.
01/07/08	Salary adjustment for first payment under Enterprise Agreement No. 1.	To apply for the full first pay period on or after 1 July 2008 and subject to adoption by Council of the 08/09 budget.
31/10/08 31/01/09 30/04/09	Review by EBA Team and Workplace Consultative Committee together with Senior Management on progress in regard to both organisational measures and team measures.	Acceptance of relevance of team measures and their relationship to the management plan. EBA Team and Workplace Consultative Committee to make recommendations to Senior
	Note: Team measures should be reported to team meetings on a monthly basis. A Manager should be present on each occasion when team measures are reported. A Group Manager needs to be present on a quarterly basis.	Management as to how to change work practices to achieve team performance measures.
31/10/09 31/01/10 30/04/10	Review by EBA Team and Workplace Consultative Committee together with Senior Management on progress in regard to both organisational measures and team measures.	Acceptance of relevance of team measures and their relationship to the management plan. EBA Team and Workplace Consultative Committee to make
	Note: Team measures should be reported to team meetings on a monthly basis. A Manager should be present on each occasion when team measures are reported. A Group Manager needs to be present on a quarterly basis.	recommendations to Senior Management as to how to change work practices to achieve team performance measures.
31/10/10 31/01/11 30/04/11	Review by EBA Team and Workplace Consultative Committee together with Senior Management on progress in regard to both organisational measures and team measures.	Acceptance of relevance of team measures and their relationship to the management plan. EBA Team and Workplace Consultative Committee to make recommendations to Senior
	Note: Team measures should be reported to team meetings on a monthly basis. A Manager should be present on each occasion when team measures are reported. A Group Manager needs to be present on a quarterly basis.	recommendations to Senior Management as to how to change work practices to achieve team performance measures.
01/07/09	Salary Increment 2 pursuant to EBA 1 to be	Time of payment to be subject to

Date	Milestones	Criteria
	paid in first full pay week.	adoption of 09/10 budget and full pay period.
01/07/10	Salary Increment 3 pursuant to EBA 1 to be paid in first full pay week.	Time of payment to be subject to adoption of 10/11 budget and full pay period.
31/08/09 01/12/09	Organisation and team bonuses to be paid for 07/08. Team bonus payable 31/08/09 Organisational bonus payable 01/12/09.	The organisation bonus will be paid if 80% Management plan standards achieved and subsidiary plan are completed (each group). Employees in teams who develop their measures (5) prior to the commencement of this agreement and report at team meetings on those measures monthly throughout the financial year, will be entitled to the 'at risk' bonus in accordance with clause 3.7 of this EA.
		Note: Employees not employed on 1 July 2008 will be paid a pro rata bonus based on length of service to 30/06/09.
31/08/10 01/12/10	for 08/09	The organisation bonus will be paid if 81% Management plan standards achieved and subsidiary plan are completed (each group). Employees in teams who demonstrate an improvement or achieve 60% of
		their team performance measures, as compared with previous financial year, will have earned a bonus
		Note: Employees not employed on 1 July 2009 will be paid a pro rata bonus based on length of service to 30/06/10.
31/08/11 01/12/11	Organisation and team bonuses to be paid for 09/10. Team bonus payable 31/08/11 Organisational bonus payable 01/12/11.	The organisation bonus will be paid if 83% Management plan standards achieved and subsidiary plan are completed (each group).
		Employees in teams who demonstrate an improvement or achieve 80% of their team performance measures, as compared with previous financial year, will have earned a bonus
		Note: Employees not employed on 1 July 2010 will be paid a pro rata bonus based on length of service to 30/06/11.

Appendix F - Service Units

The parties agree to establish performance measures, and targets, in the following "Service Units" with each having an objective to improve service delivery:

Community Development*

- Hills Community CareLibrary Services

- Children's Services (Long Day Care)
- Community Planning
- Community Outcomes

Corporate & Financial Services*

- Human Resources & Organisational Development
- Financial Services
- Information Technology
- Major Special Projects
- Information Management
- Legal Services
- Property Development

Corporate Development / General Management*

- Executive Services
 - Customer Services
- Corporate Communications & Marketing
- Economic Development
- Corporate Strategy
- Internal Audit
- Leadership
- Executive Management Support Group

Planning & Environmental Services*

- Development Control
- Building Control
- Subdivision
- Forward Planning
- Health & Environmental Protection

Services Delivery*

- Compliance
- Traffic & Transport
- Community Buildings
- Operations
 - o Design
 - Survey
 - Contracts
 - o Roads
 - o **Parks**
 - o Operations Centre
- Technical
 - Waterways
 - Asset Management
 - o Roads
 - o Parks & Reserves
 - o Projects

^{*} Group Support as Appropriate