

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/272

TITLE: Gosford City Council Enterprise Agreement No1

I.R.C. NO: 98/4709

DATE APPROVED/COMMENCEMENT: 7 October 1998

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

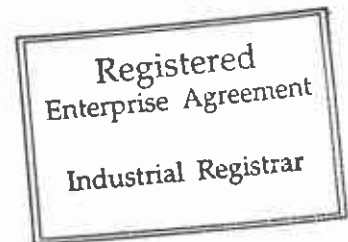
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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees paid under the provisions of the Local Government (State) Award 1997 and Local Government (Electricians) (State) Award

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





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GOSFORD CITY COUNCIL

ENTERPRISE AGREEMENT N°1



"To Enable Competitive Provision of Services"



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**GOSFORD CITY COUNCIL
ENTERPRISE AGREEMENT NO 1**

Registered
Enterprise Agreement

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1.0	Title of Agreement Gosford City Council Enterprise Agreement N° 1
2.0	Parties Bound This agreement is binding on Gosford City Council and the undermentioned unions and associations and shall apply to all employees paid under the provisions of the Local Government (State) Award 1997 and the Local Government (Electricians) State Award.
2.0.1	Federated Municipal and Shire Council Employees' Union of Australia NSW Division
2.0.2	Electrical Trades Union of Australia (NSW Branch)
2.0.3	The Local Government Engineers' Association of NSW
2.0.4	The Environmental Health and Building Surveyors' Association of NSW
2.1	Duress The agreement was not entered into under duress.
3.0	Definitions
3.1	Benchmarking Benchmarking is a search for better practices and implementation that leads to competitive performance
3.2	Competitive Tendering Is the calling of tenders by Council where Council's in-house units submit a bid as well as external contractors. (Definitions used are from the "Competitive Tendering Guidelines" January 1997. pp5-6).
3.3	Continuous Improvement The practice of constantly seeking to improve the quality of processes, products and services in the belief that present performance may be improved.
3.4	Contracting Out Is the contracting out of a service by Council with an external body.
3.5	Council Gosford City Council
3.6	Employees Persons employed by Gosford City Council
3.7	Key Performance Indicators A set of measures focusing on the aspects of organisational performance that are most critical for the current and future success of the Council
3.8	Local Workplace Agreement (LWA) An agreement between employees, relevant unions/associations and Council for a workplace which enables flexible working arrangements to be entered into.
3.9	Majority 70% of the employees in the workplace and 70% of the membership of each union\association.
3.10	Productivity Ratio of the value of the outputs to inputs of labour and/or other resources stated in real terms (free of inflation)
3.11	Productivity Assessment Group (PAG) A group established to validate continuous Improvement Key Performance Indicators in Local Workplace Agreements. The PAG consists of employee, union\association and management representatives.

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3.12	Qualitative A measurement of quality.	
3.13	Quality Programs Is a process which incorporates continuous improvement principles/practices for the purpose of enhancing the provision of Council's services.	
3.14	Quantitative A numerical measure of quantity.	
3.15	Service Is the process, task or activity that strives or aims to meet the needs of the internal/external customer, including all components of this.	
3.16	Service Description A document detailing the aims, key objectives, major tasks, (process and activity) qualitative and quantitative performance standards and performance indicators of a service.	
3.17	Unit Based Costing Allocation of costs to organisational work units rather than Directorates and Programs	
3.18	Workgroup A group of employees who work together to complete a process, task or activity.	
3.19	Workplace Any location where an employee/employees work.	
4.0	Date and Period of Operation and Incidence This agreement shall operate from the date of approval by the Industrial Relations Commission and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996. At no less than six (6) months prior to the expiry of this agreement the parties will commence to negotiate a further agreement.	
4.1	This Agreement applies to all employees of Gosford City Council covered by The Local Government (State) Award and Local Government (Electricians') State Award	
5.0	Relationship to Current Awards	
5.1	The agreement shall be read and interpreted wholly in conjunction with the following Awards:	
5.1.1	Local Government (State) Award 1997	
5.1.2	Local Government (Electricians) State Award	
5.2	Where an inconsistency exists between the Enterprise Agreement and an Award, the Enterprise Agreement will prevail	
6.0	Dispute Avoidance Procedures	
6.1	In the event of any dispute or grievance arising between Council and its employee or employees in relation to the Agreement or to the performance of work under the Agreement, the following procedures shall be applied:	
6.1.1	In the first instance, the employee shall attempt to resolve the grievance with his/her appropriate supervisor or delegated representative of management.	
6.1.2	If the grievance is still unresolved after twenty four (24) hours, the matter shall be referred by the employee to the next level of supervisor. The local union delegate may be involved if practicable.	
6.1.3	If the grievance is still not resolved after a further two (2) working days the employee will refer the matter to the next level of supervisor who will within two (2) working days solve it or refer the matter on to Senior Management.	
6.1.4	If the grievance is still not resolved after a further two (2) working days, then the relevant Union/Association shall be advised and a meeting of all parties arranged.	

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6.1.5	If the grievance is still unresolved it may be submitted by any party to the New South Wales Industrial Relations Commission.
6.1.6	Except in the instance of a bonafide safety issue, until the grievance is resolved, work shall continue normally in accordance with the custom and practice existing before the grievance arose while discussions take place.
6.1.7	No party shall be prejudiced as to the final settlement by the continuance of work.
6.1.8	All parties shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Relations Commissioner with a view to the prompt settlement of the dispute
6.1.9	Any Order of the Industrial Relations Commission will be final, subject to any appeal.
6.1.10	The procedure does not preclude either party from seeking the advice and/or assistance of their respective industrial organisation or association at any time.
6.1.11	The procedure does not preclude either party from raising the issue to a higher stage at any time having regard to the issue involved and the nature of the response concerned.
7.0	Training and Development
7.1	A Training Management Plan has been jointly developed which aligns with the skills-based Award and Council's Salary System .
7.2	An educational assistance policy has been developed to provide opportunity for employees to pursue training and development programs in addition to the Training Management Plan.
7.3	Council will establish a dedicated training facility to enhance the training and development function. Council will provide for fair distribution of training on a needs basis. Council will delegate approval of training expenditures within budgetary constraints to at least Activity Managers.
7.4	The parties acknowledge their commitment to comply with the productivity timetable which is contained in Table C attached.
8.0	Local Workplace Agreements(LWA)
8.1	The Council, in conjunction with the employees, and relevant Unions/Associations will establish category 1 Local Workplace Agreements and may establish category 2 Local Workplace Agreements A Local Workplace Agreement is a Council Agreement under Clause 30 of the Local Government (State) Award 1997 and Clause 32 of the Local Government (Electricians) State Award and is an agreement between employees, relevant unions/associations and Council for a workplace which can enable flexible working arrangements to be entered into.
8.2	Examples of workgroups which may be covered by LWAs are: Fleet Maintenance Sewage Pumping Station Operations and Maintenance, Libraries Childcare Development Assessment Unit Information Technology
8.3	Categories of Local Workplace Agreements. There are two (2) Categories of Local Workplace Agreements as follows:
8.4.0	A Category 1 Local Workplace Agreement is a Local Workplace Agreement that only specifies the four KPIs for a Local Work Area and has the Service Description completed which is outlined in Clause 23.0 of the Enterprise Agreement.

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8.4.1	A Category 2 Local Workplace Agreement is a Local Workplace Agreement that changes the terms and conditions of employment to enable flexible working arrangements to be entered into and all conditions of Clauses 30 and 32 of the appropriate Awards listed in Clause 8.1 have been adhered to.
8.4.2	All workgroups within Gosford City Council will, within the first eighteen months of signing the Agreement, establish LWAs and Continuous Improvement Initiatives with identified Key Performance Indicators.
8.5	There will be four (4) Key Performance Indicators expressed in qualitative or quantitative terms, covering both Continuous Improvement and Cost Reduction. eg: <ul style="list-style-type: none"> * Operation and maintenance cost/per annum * Customer satisfaction measures * % reduction in processing time per month * % reduction in system failures
8.6	LWA proposals and KPI submissions will be assessed by the Productivity Assessment Group and forwarded to the General Manager with a recommendation for his endorsement. All parties are committed to processing LWA proposals and KPI submissions as quickly as practicable but in any event within three (3) months.
8.7	A LWA cannot vary or breach the conditions set out in clauses 8.8.1 to 8.8.7 of this Agreement.
8.8.1	The LWA is not contrary to any law
8.8.2	No safety risks are incurred
8.8.3	The agreement does not on balance provide a net detriment to the employees who are to be covered by the agreement when compared with the aggregate package of conditions of employment under relevant awards that would otherwise apply to the employees.
8.8.4	The majority of the employees in the workplace agree to the LWA. (Majority as defined)
8.8.5	Maximum, normal continuous 12 hours work per day is not exceeded.
8.8.6	Customer service and increased efficiency and productivity are achieved
8.8.7	Relevant Union/Associations are notified prior to commencement of discussions with employees.
9.0	Communication It is recognised that effective communication enhances organisational effectiveness. To achieve this objective of effective communication within Council a comprehensive communication Strategy has been developed which facilitates the collection and distribution of information throughout Council. The strategy will be continuously reviewed and updated, when necessary, in consultation with all employees through the Consultative Committee. Refer Attachment 1
10.0	Retraining, Redeployment and Redundancy Policy
10.1	Council's major objective is to provide, as far as is possible, job security to its employees. As part of this, Council, in conjunction with the Unions and Associations, has developed a comprehensive policy on Retraining, Redeployment and Redundancy. (Attachment 2).
10.2.	In the event that after following steps 1 to 16 as outlined in the attached market testing process Attachment (3) employees become excess to the requirements of that work group, this situation will be dealt with in accordance with the improved Retraining, Redeployment and Redundancy Policy. The improvements to the Policy are contained in clauses 10.3. and 10.4
10.3	Redundancy provisions will be paid in accordance with Table A which provides, depending on years' of service, for a minimum of two (2) weeks pay and up to four (4) weeks pay for each year of service. In addition, employees will receive four(4) weeks pay in lieu of notice. (Five(5) weeks pay if over 45 years of age).

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11.0	No Extra Claims	
11.1	The parties agree that this is a closed agreement and there shall be no extra claims during the life of this agreement for wage or salary increases except where required by State Wage Case Decisions.	
11.2	Clause 11.1 does not apply to any payments made due to the implementation of initiatives contained in the Enterprise Agreement or increases under Councils' Salary System.	
11.3	Any increase of Award rates due to the introduction of the Local Government (State) Award or Local Government (Electricians) State Award will not be absorbed into payments given under the Enterprise Agreement.	
12.0	Values - City Management Scheme	
12.1	The Council has identified the following Corporate values as being the foundation of good government. The values reflect Council's attitudes and beliefs and will guide its operation.	
12.1.1	Employees - competent, empowered, motivated valued and productive	
12.1.2	Accessible to our customers	
12.1.3	Accountable for our actions	
12.1.4	Provide accurate information and adequate consultation	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="margin: 0;">Registered Enterprise Agreement Industrial Registrar</p> </div>
12.1.5	Balance resources and expectations	
12.1.6	Clearly defined structures, processes and operating framework	
12.1.7	Competitive and improving - efficient	
12.1.8	Competitive and effective - innovative	
12.1.9	Co-operative	
12.1.10	Customer focussed	
12.1.11	Equity for the community	
12.1.12	Ethical	
12.1.13	Striving for excellence	
12.1.14	Flexible and responsive	
12.1.15	Processes that are apparent and transparent	
12.1.16	Strategic approach	
12.1.17	Environmentally aware	
12.1.18	A high standard of Occupational Health and Safety practice	
12.1.19	Competitive Provision of Services	
12.1.20	Customer Service (internal and external)	
12.1.21	Community participation	
12.1.22	Consultation	
12.1.23	Integrity	
12.1.24	Honesty	
12.1.25	Fairness	
12.2	The parties further agree that this document should establish processes within the workplace that will, through the pursuit of a best-practice approach to work, bring about dignity in the workplace and enhance employee development, training and employment opportunities on an equal basis and in compliance with the Council's Policies and Codes.	
13.0	Stakeholders	
13.1	Employees	
13.2	Customers	
13.3	Council	

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13.4	Community	
13.5	Management	
13.6	Unions/Associations	
14.0	Basis for Agreement	
14.1	The parties aim to use the Enterprise Bargaining process to share the benefits gained through:	
14.1.1	Providing an improved service and a more responsive service to the community	
14.1.2	Implementing an agreed method of performance measurement and continuous improvement, including unit based costing, benchmarking, and other relevant agreed processes.	
14.1.3	Improved productivity	Registered
14.1.4	Achieving workplace flexibility	Enterprise Agreement
14.1.5	Creating skill-related career paths	
14.1.6	Increasing employee participation in decision-making	Industrial Registrar
14.1.7	Increasing job satisfaction	
15.0	Productivity Improvement Payments	
	This clause is summarised in Table B, C & D.	
	Payments made under the Enterprise Agreement will be based on deemed improvements in productivity from initiatives contained in the Agreement. The productivity improvements can be either qualitative or quantitative as per the definitions contained in the Agreement - and be immediate or expected gains in productivity.	
15.1	Initial payment for:	
15.1.1	Acceptance of cost offsets	
15.1.2	Acceptance of Corporate Key Performance Indicators (KPIs) and targets as listed in Table C	
15.1.3	Acceptance, commencement and the implementation of continuous improvement and associated training	
15.2	Second Payment	
15.2.1	Achievement of Corporate KPIs as determined by the Productivity Assessment Group	
15.2.2	Acceptance of Local Workplace Agreements KPIs	
15.2.3	Acceptance of Continuous Improvement KPIs	
15.2.4	Commencement of Competitive Provision of Services (Selection of services to be benchmarked)	
15.2.5	What needs to be achieved for the second payment	
	Payment is in recognition of accepting KPIs for Local Workplace Agreements and continuous improvement initiatives and the identification of critical performance issues that need to be addressed to further enhance Council's competitive provision of its services to its customers and the community	
15.2.5.1	Complete the first step in the competitive provision of service initiatives. Identify what services within Council are to be benchmarked in terms of quality, service costs and customer satisfaction.	
15.2.5.2	Achieve the agreed targets for the Corporate and LWA Key Performance Indicators. If a target has not been met a payment may occur if the PAG determines it was due to factors beyond the control of employees. The PAG may also either determine an extension of the target time frame up to three (3) months. If the target is achieved within the three (3) months, payment will occur on the date the target is achieved or recommend a partial payment if substantial progress has been made and the target has not been met in full.	
15.2.5.3	The identification of KPIs for LWAs and Continuous Improvement initiatives. These KPIs will be deemed to return productivity improvements.	
15.3	Third Payment	
15.3.1	Achievement of Corporate KPIs	

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15.3.2 Achievement of LWA - KPIs

15.3.3 What needs to be achieved for third payment

15.3.3.1 Achievement of targets for the Corporate KPIs.

15.3.3.2 Achievement of the four (4) workplace specific KPIs for each Local Workplace. Each KPI is valued at 0.5% of Salary and eligible employees in the specific workplace will be rewarded on achievement of each individual workplace KPI.

15.4 Fourth Payment Available

15.4.1 Achievement of Corporate KPIs.

15.4.2 Achievement of LWAs - KPIs.

15.4.3 What needs to be achieved for the fourth payment

15.4.3.1 Achievement of Corporate KPIs

15.4.3.2 Achievement of the four (4) workplace specific KPIs for each Local Workplace. Each KPI is valued at 0.5% of Salary and eligible employees in the specific workplace will be rewarded on achievement of each individual workplace KPI.

15.5 Productivity Assessment Groups (PAG)

15.5.1 A group will be established for the purpose of validating LWAs and Continuous Improvement KPIs. The group will operate for the life of the Agreement

15.5.2 Membership of the Group will be six (6) - three (3) employee representatives and three (3) management representatives.

15.5.2.1 Employee representatives on the PAG will be selected by a sub committee of the Employee Representatives of the EBU.

15.5.3 Decisions of the Group will be on the basis of a majority in accordance with normal meeting procedure.

15.5.4 The Group will provide a report to the General Manager on the validity of the Corporate and Workplace Performance Reports

15.5.5 On receipt of the group's report validating achievement of KPIs the General Manager will arrange payments in accordance with this agreement.

15.5.6 The productivity assessment group is to make a decision on a submission no later than three (3) months from the date the submission was received by the group.

15.5.7 The Productivity Assessment Group will be directly involved in reviewing the targets for the first year and establishing the targets for the successive years of the enterprise agreement. In establishing targets for successive years the targets may be either increased or decreased.

16.0 Performance Measurement

16.1 The parties agree that both quantitative and qualitative measurements of performance will be used for assessing productivity improvements. The parties will improve the quality, efficiency and accessibility of services.

16.2 Training will be provided to allow employees to participate in the process.
The training program is attached at Table E.

16.3 The parties agree through consultative processes to the development of performance indicators. Performance indicators may include, but not be restricted to:

16.3.1 Quality

16.3.2 Throughput

16.3.3 Timeliness

16.3.4 Occupational Health and Safety

16.3.5 Environmental effectiveness

16.3.6 Level, distribution and appropriateness of training

16.3.7 Employee participation

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16.3.8 Resource management

16.3.9 Customer satisfaction

16.3.10 Reduction in service delivery costs with fixed service levels

17.0 Key Performance Indicators (KPIs)

17.1 Key Performance Indicators (KPIs) will be established for the Council in consultation with employees in work areas. The measurement of performance of Local Work Areas will be validated by the Productivity Achievement Group. To ensure the Council is able to compare its effectiveness and efficiency in the identified KPIs for the Council, actual performance records will be analysed monthly or as necessary.

Set out below are examples of the areas of Council's operations where KPIs may be developed with clearly identified targets.

17.1.2 Management Plan Implementation

17.1.3 Introduction of Continuous Improvement

17.1.4 Occupational Health and Safety

17.1.5 Absenteeism

17.1.6 Customer Satisfaction

17.1.7 Waste Management

17.1.8 Pollution Control

17.1.9 Infrastructure

17.1.10 Corporate Services

17.1.11 Building Assessments

17.1.12 Residential Development

17.1.13 Economic Development

17.1.14 Leisure and Recreation

17.1.15 Health

17.1.16 Culture

17.1.17 Community Services

17.2 Key Performance Indicators must be:

17.2.1 Measurable

17.2.2 Based on auditable data

17.2.3 Maintained in a satisfactory form over time

17.2.4 Available to employees in the workplace to which the KPIs relate

17.3 Four (4) of these KPIs will be used to assess eligibility for rewards in accordance with this agreement.

18.0 Eligibility for Bonus Payment

18.1 Employees who have been employed by Council continuously for more than a 12 month period are eligible for bonus payments under the agreement. Pro-rata payments based on the length of service of the employee, will be made for employees with less than 12 months and more than three (3) months continuous service.

19.0 Quality Programs

19.1 Total Quality Management (TQM) is an approach that seeks continuous improvement in everything the Council does. Quality Management is concerned with the performance of all processes in the Council and the services that are the outcomes of those processes.

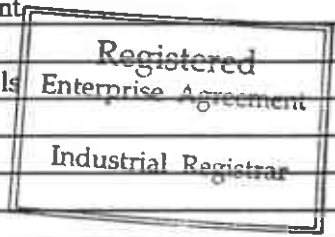
19.2 All work has processes and produces outcomes. Hence, employees of the Council need to be analysing the processes to identify inefficiencies and to eliminate such inefficiencies from Council's practices.

19.3 Quality Management stresses the creative involvement of everyone in the quest for quality. Quality objectives will become the responsibility of all Council employees.

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19.4	Training in continuous improvement techniques will initially be provided by suitable external accredited trainers. Where possible suitable accredited internal trainers will also be used.
19.5	Skills training will take place at all levels. Management and employees will learn to use various statistical tools. Quality Management will seek to achieve customer needs and lower costs and improved productivity leading to greater effectiveness, long-term competitiveness and improved job prospects and security for all employees.
19.6	The parties to the Agreement agree to the following:
19.6.1	That quality programs will be introduced into Council.
19.6.2	Employees will be provided with the training and support needed to enable them to participate effectively in quality programs.
19.6.3	Employees will participate in quality training programs as outlined in Table E from the signing of the Agreement.
19.6.4	Quality program teams will be established in each Activity within Council. Each team member will undertake training in the principles and practices of quality programs.
19.6.5	Each team will select key activities and develop a review program. The review will include clear identification of savings and productivity improvements and data to substantiate those improvements.
20.0	Management's Commitment
20.1	Implementing continuous improvement within Council requires management's commitment and leadership to create an environment in which continuous improvement becomes a part of the culture of the Council.
20.2	All managers will be required to undertake training to enhance their skills in effectively leading continuous improvement initiatives to enhance Council's efficiency and effectiveness.
20.3	The training will have as its base the principles and practices espoused in quality management with the following outcomes from the training:
20.3.1	demonstrate and apply the role of quality assurance in quality management
20.3.2	demonstrate and apply an approach to implementing quality management
20.3.3	demonstrate and apply systems clearly
20.3.4	demonstrate and apply process flowcharting and use of basic quality tools
20.3.5	benefits of a team-based approach to process improvement
20.3.6	demonstrate and apply process variation, stability and capability
20.3.7	demonstrate and apply a cost of quality analysis
20.3.8	applying the principles of effective leadership
20.3.9	ability to identify and implement key performance indicators
20.4	A performance management system for managers will be implemented.
21.0	Facilitators
21.1	In the implementation stages of continuous improvement programs, hands-on skills and experienced employees are required. The use of facilitators is necessary to achieve this. The role of the facilitator is a critical role in the drive towards achieving the cultural change. The facilitators will require a combination of people and technical skills and the need to understand group dynamics and its interaction with the problem-solving process. Employees will be selected to facilitate this process and employees selected for this role should be key employees from each Directorate/Program/Activity.
21.2	Facilitators need to undergo training to provide them with the skills and knowledge needed to successfully carry out this role. At the completion of training facilitators will be able to:
21.2.1	describe the infrastructure/roles in a quality culture
21.2.2	explain organisation change and the role of personal growth
21.2.3	demonstrate the improvement process and the use of quality tools and techniques
21.2.4	identify different types of teams and team behaviour



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21.2.5	assist in the development of team goals
21.2.6	applying the principles of effective leadership
21.2.7	explain the link between quality process and daily operational work
21.2.8	participate in a team and demonstrate the process of continuous improvement
21.2.9	explain the principles and practices of an holistic approach to management and value adding
21.2.10	assist in identifying savings and key performance indicators
21.3	The facilitators shall be selected by a panel consisting of both employee and management representatives
22.0	Project-Based Teams
22.1	The establishment of project-based teams can be facilitated by using the existing teams established under Work Redesign. The teams will operate at the coal face and will focus on specific projects within a work area.
22.2	All employees will be directly involved in the functioning of the teams, either as a team member, or working on a specific project with the team. Teams will also be required to ensure communication is effective with all groups they have contact with
22.3	For the teams to work effectively, members of the teams will require competencies in:
22.3.1	group development processes
22.3.2	quality improvement/problem-solving processes
22.3.3	tools and techniques that are integrated into problem-solving processes
22.3.4	conflict resolution
22.3.5	team performance management
22.4	Teams aware of and skilled in these disciplines are able to avoid or progress more effectively through many of the obstacles teams generally face and that have been experienced by Teams within Council.
22.5	The training under the broad disciplines listed above will provide the following outcomes:
22.5.1	describe the principles of contemporary quality
22.5.2	applying the basic tools and techniques of problem-solving to Council problems
22.5.3	applying systems thinking to problem-solving
22.5.4	understand the roles in team project work
22.5.5	explain and use the principles and practices of quality management and teamwork.
22.6	This approach has all employees involved in the process and provided with the knowledge and skill to have the process operate as an ongoing continuous improvement program. Ownership of the options occurs and commitment to the program is generated.
23.0	Service Descriptions
23.1	Service descriptions will be developed and will include:
23.1.1	the aim of the service, including customer expectations
23.1.2	key objectives which complement and support the aim
23.1.3	an outline of the major tasks required to achieve the aims and objectives. This outline should provide quantitative and qualitative indicators so that a manageable overview of the service is created
23.1.4	the constraints on the practices adopted. These constraints may take the form of legislative requirements, regulations, awards, practical operational constraints such as traffic on arterial roads.
23.1.5	a listing of key performance indicators appropriate to the service
23.1.6	identification of organisational standards in relation to the agreed performance measures
23.1.7	a listing of performance standards of external organisations for the same quality of service. The external organisations may be private industry, other local governments, or other areas of government
23.1.8	actions needed to achieve best practice

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23.2 The focus of a Service Description should be to ensure that the organisation, its customers and the community can reflect on the effectiveness of the service by reviewing or debating the aims and objectives of the service. Responsibility for achieving best practice should rest with both management and employees and again the information collected should provide a clear perspective of relative performance and the actions needed to ensure competitiveness.

23.3 The development of Service Descriptions offer benefits such as:

23.3.1 ensuring employees review the processes for delivering the service or function

23.3.2 enabling all stakeholders to review the effectiveness of services or functions

23.3.3 providing a basis for pursuing best practice

23.3.4 focussing stakeholders on relative performance/productivity

23.3.5 identifying constraints and allowing consideration of alternative actions to overcome or reduce the effect of the constraints

23.4 It is important that:

23.4.1 workgroups understand the purpose of the Service Description and take ownership of benchmarking and achieving best practice

23.4.2 the aims and objectives accurately reflect the organisation's position

23.4.3 standards for the performance indicators selected are easily determined and the performance of other organisations for the same quality of service are available.

Attachment 4 is an example of a Service Description Structure.

24.0 Market Testing of Service Delivery

24.1 Local Government is entering a new era due to the adoption of the National Competition Policy and its principles by the Department of Local Government. Guidelines have been developed titled "Competitive Tendering Guidelines" and represent a commitment by the NSW Government to the application of the National Competition Policy to Local Government.

24.1.1 The parties acknowledge that as part of Council's commitment to the competitive provision of services, work areas may be required to market test their services against the performance achieved by other organisations.

24.1.2 Council's primary objective in market testing will be to obtain cost effective services without resorting to contracting out.

24.1.3 The objective of market testing is to identify if performance needs to be improved, and to establish a process for improvements to occur.

24.1.4 Where a market testing project is undertaken, it will commence with the review of a Service Description for the area concerned.

24.2 Objectives

The objective of market testing is to comply with the intent of the National Competition Policy and the guidelines developed by the Department of Local Government and to ensure that Council provides its services at the most competitive level possible.

24.3 Rules for Market Testing

The following rules will govern the actions of the parties in respect to market testing of Council's services:

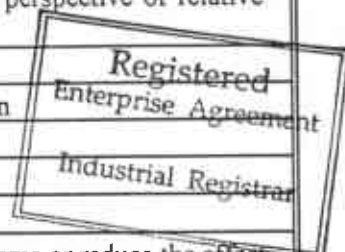
24.3.1 Cost will not be the sole determinant of assessment.

24.3.2 Maintenance of at least a base of core skills is a principal organisational commitment.

24.3.3 Unit Based Costing (UBC) shall be the basis for identification and allocation of indirect product and service costs.

24.3.4 Areas shall not be tested unless the workforce in the area is consulted and this consultation is to occur prior to a decision being made on whether to market test.

24.3.5 Implementation of UBC will be identified by management and communicated to employees.



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24.3.6	The process of the comparison will be transparent and will adjust external prices, as necessary, to compensate for matters such as workplace health and safety, quality issues, impact of indirect costs, cost of governance and other legislative requirements which apply to a local authority, and costs associated with the preparation, and management of tenders/contracts, and if necessary redeployment and redundancies.
24.3.7	Comparisons will be made on the basis that the same quality and service standards apply.
24.3.8	Competitive neutrality is a guiding principle.
24.3.9	Employees will be involved in the development of systems to support market testing.
24.3.10	Social obligations related to employment practices and service delivery, including duties arising through EEO legislation and government employment and industrial relations policies will be translated into the terms of the tender specification and contract management arrangements
24.4	Services Selected for Market Testing
	If a service is identified for market testing, the following guiding principles will apply:
24.4.1	Employees in the workplace providing the service will be provided with the skills to participate in the market testing process.
24.4.2	The level and quality of service required as well as key performance indicators will be included in the measuring process
24.4.3	If a service after market testing is found to be uncompetitive, before any decision is made to contract out that service, the Unions/Associations for employees in the workplace will be consulted.
24.4.4	A decision to contract out a service after market testing will be made by Council after consultation with the relevant Union\Association
24.5	Contracting out of services is a last resort after market testing has occurred and employees have been given the training and opportunity to be competitive and employees are still found to be uncompetitive.
24.6	Methodology Used for Market Testing
	Market testing is a generic term that refers to comparing the cost and quality of services offered with the same services provided by other organisations. The results of market testing may be a decision to contract out the provision of that service, after providing an opportunity to the employees to be competitive. The three (3) main methods of market testing to be used by Council are:
24.6.1	Benchmarking
24.6.2	Continuous Improvement
24.6.3	Competitive Tendering
24.6.4	With this in mind, the following is an initiative by Council and its employees which attempts to apply the principles of competitive provision of services.
24.7	Competitive Tendering
	Where following the preparation of a service description and full consideration of the efficiencies identified through that process by management and employees it still appears that Council may not be able to provide a service or function on a cost effective basis, then Council can proceed to Competitive Tendering.
	A process will be jointly developed for Competitive Tendering in accordance with the NSW Government's Guidelines for the Application of National Competition Policy to Local Government.
24.7.1	The functions of Competitive Tendering are to
	<ul style="list-style-type: none"> * provide a further opportunity for Council to assess and learn from its competitors; * provide employees and managers in the work area concerned with a further opportunity to consider changes to work and management practices; * provide an objective measure of optimal service delivery and * ensure that Council is provided with cost effective services.

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24.7.2.	Contractors will be required to pay employees in accordance with the appropriate Award.
24.7.3	Any work area that is subject to competitive tendering may on approval from the General Manager be permitted and will be supported in bidding for work outside Council, especially where this would assist with the retention of core skills, or increase the utilisation of specialist skills or equipment.
25.0	Safety Net Increases
25.1	All Safety Net Increases awarded by the NSW Industrial Relations Commission will be absorbed into any productivity payment made under this agreement which has been determined by the Productivity Assessment Group as an on going saving. (Ongoing savings are savings which will continue to occur).
25.2	Productivity payments made under the Agreement which are not deemed as ongoing savings, eg. once only bonus payments, will not be used for absorbing safety net increases awarded by the NSW Industrial Relations Commission.
25.3	If a safety net increase is awarded during a period before a payment has been deemed an ongoing productivity saving, once the payment is deemed ongoing, the safety net increase will be absorbed into the payment.
26.0	Recognition of Past Payment
26.1	It is acknowledged by the parties to this agreement that payments have already been made to employees via general award increases for past productivity, and an additional amount of \$13.00 per week to all employees in recognition of their continuing involvement in Work Redesign. (GCC Min 927/95). This amount has been incorporated into the ordinary hourly rate of the employees
26.2	It is recognised by the parties to the Agreement that payments have been made to employees under the salary system.
26.3	A review of the functioning of the existing salary system will be carried out in consultation with employees as part of a normal review process.
27.0	Workplace Injury Management Manual
	It is well documented that employers who achieve best practice outcomes for the prevention and management of workplace injuries have done so by recognising their responsibilities.
27.1	With this in mind, Council will develop a procedural approach to the management of workplace injury and/or the proper identification of the cause of injury and incident so as to aid with preventing further recurrence within the workplace.
27.2	A manual will be developed as an aid to communicate to employees the objectives of the initiative and for training of employees.
	The purpose of the manual is to ensure the following:
27.3	A systematic approach to preventing and managing workplace injury that is fair, firm and supportive to injured workers. The manual will ensure that this approach adds clarity and accountability to this important function within Council's operation.
27.4	The manual which is customised to suit Council's specific requirements form the basis for a training and communication tool for supervisors and other key personnel involved in the injury management and return to work process. In addition, the manual will form the basis for quality review.
27.5	The manual forms the basis for continuous improvement of the injury management program.
27.6	Responsibilities are allocated to all key participants
27.7	All key participants are clear about how and when they have to do it.
27.8	The process is documented for clarity, accountability and for the purpose of review.
27.9	It is Council's objective to ensure that injured employees achieve the best practical, physical and mental recovery and early safe return to work.
27.10	The program reinforces the need for a disciplined approach and outlines the means to achieve a healthy supportive culture within the workplace that displays a genuine commitment to the well being of those who work there.

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27.11	The manual includes a Policy Statement on how Council will work with injured workers to facilitate access to quality treatment and involve them.
28.0	Hours of Work Any changes to the pattern, spread and ordinary hours currently applying to a workgroup will be examined through the LWA process set out under this agreement. Development of each LWA under clause 8 of this agreement shall include consideration of changes to the pattern, spread and number of hours if proposed by management or employees.
29.0	Specific Productivity Gains 1998/99 Financial Year
29.1	Rostered Days Off The parties acknowledge that accrued RDOs may be utilised during periods of low activity. The current policy is amended to allow employees and supervisors by agreement to reschedule RDOs, provided no more than 6 RDOs may be accumulated.
29.2	Taking of Annual Leave for Non-Work Periods
29.2.1	Up to five (5) working days may be taken off as Annual Leave by employees on the request by Council during periods of low work activity. Accrued Rostered Days Off and Time Off In Lieu of overtime are to be exhausted before the use of Annual Leave will occur. For periods of low work activity, a minimum of four (4) weeks notice will be given to employees, unless otherwise agreed by the employees involved. If the implementation of the above clauses creates personal hardships for an employee or disadvantages, an employee, the employee shall apply to their supervisor in writing or verbally if time does not permit, seeking permission to be exempt from taking the Annual Leave off on the date specified. The supervisor shall not unreasonably refuse the application.
29.3	Span of Hours
29.3.1	Commencing and finishing times within the spread of ordinary hours can be altered by agreement at the workgroup level to meet specific ad-hoc worksite operational needs which do not need to continue for more than three (3) weeks. Agreement to such changes shall not be unreasonably withheld by either party and reasonable notice must be given. Such changes do not require the endorsement of the Consultative Committee.
29.4	Lunch Periods
29.4.1	Lunch periods can be advanced or delayed by more than one (1) hour by agreement with their supervisor, with the payment of an amount equal to the value of one meal allowance without attracting a higher hourly rate. A further meal allowance will be paid if more than seven (7) hours continuous work has occurred subject to compliance with Occupational Health and Safety requirements. This clause applies to 'outdoor' employees.
29.5	Punctuality at the Designated Place of Work
29.5.1	Council employees will ensure that they are ready to commence work at designated start times at their designated workplace.
30.0	Slice of the Action Report Analysis (SOTAR)
30.1	Council will carry out the SOTAR analysis in the following steps.
30.2	<i>Step 1</i> Consists of an Occupational Stress Inventory (OSI) and a Headstart Needs Analysis Questionnaire (HNAQ).
30.3	The OSI is a three part fourteen scale questionnaire which measures the ability of an individual to adjust to their work environment. It will examine occupational roles, personal strains and coping resources.

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30.3	<i>Step 2</i> Is the Headstart Needs Analysis Questionnaire (HNAQ). It is a four part questionnaire which integrates with a range of other instruments. It examines an interviewee's previous and current career path, expectations and perceptions of supervisors/management interactions, personal psycho-physiological anxiety responses and also clarifies specific workplace factors not gathered by OSI.
30.4	Once all the above is completed a comprehensive program will be developed to assist employees within Council in coping with stress caused by a constant changing and demanding work environment that characterises local government today. This in turn will enhance the quality of worklife for employees.
31.0	Customer Service
31.1	Council and its employees are committed to excellence in the area of customer service and the continuous improvement of the standards of customer service. With this objective in mind the Council and employees will:
31.1.1	Use the Hunter Valley Research Foundation to determine the Customer Service Index achieved by analysing the results of annual surveys conducted throughout the city by the Foundation.
31.1.2	The process will occur under the authority of the Productivity Assessment Group and members of the Group will be directly involved in establishing the targets for the successive years of the enterprise agreement
31.1.3	Review the delegation of employees so that the delegation is provided closer to the customer contact areas.
31.1.4	Establish systems of customer feedback for key service areas to assist in the identification of work practices and processes that are inhibiting the provision of good customer service.
31.1.5	Develop systems where regular reviews of customer service standards can occur and where possible establish measurable customer service targets.
31.2	Review of service areas and support facilities such as telephone systems, counter services and processes such as approvals, compliance and enforcement will be carried out by managers of service areas in consultation with the employees on a continuous basis throughout the year as part of the normal operational process.
32.0	Occupational Health and Safety
32.1	Council is committed to achieving a high standard of practice in Occupational Health and Safety within the Council. This objective will be realised by adopting a consultative approach to the management of Occupational Health and Safety. This will include:
32.1.1	Establishment of a Safety Committee structure which has as its focus the specific workplaces within the Council.
32.1.2	A Strategic Safety Committee will be established with at least the General Manager, Director - Works and one other Director as members of the Committee.
32.1.3	A list of responsibilities for all employees in respect to Occupational Health and Safety will be developed and incorporated into employees' Duty Statements.
32.1.4	A key performance area for managers will be Occupational Health and Safety and performance indicators will be developed for managers to assess their individual management of the function.
32.1.5	All employees will have Occupational Health and Safety as a component of their performance assessments.
32.1.6	An integrated strategy for the management of Occupational Health and Safety will be developed which adheres to legislative requirements.
33.0	Payment of Untaken Sickleave
33.1	The parties to the Agreement agree to supplement the Council's Policy on the payment of Untaken Sick Leave for employees who have an entitlement under the policy as follows: A copy of the Policy is attached (Attachment 5)

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33.2.1 An employee with an entitlement for payment of sick leave on resignation or retirement (employed before 24 August 1993) may choose to access a part of their untaken sick leave entitlement without having to resign or retire from Council.

33.2.2 Council will allocate in its annual budget an amount for the payment of untaken sick leave entitlements under this option. Once the amount budgeted is spent, no further payments for that year will be made.

33.2.3 Eligible employees must retain a minimum sick leave entitlement of 30 days after any buy out of any entitlement.

33.2.3.1 In any financial year an eligible employee may elect for payment of from 5 days to 25 days at the appropriate apportionment for years of service. When payment is made the accrued sick leave balance will be reduced accordingly.

34.0 Policy Revision

34.1 Existing procedures that are in place for the development and review of employee policies will continue. This process involves the Consultative Committee.

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TABLE 'A'
TABLE OF REDUNDANCY ENTITLEMENTS

In the event of a redundancy the proposed severance payments will be as follows:

1 year and less than 2 years	-	4 weeks pay
2 years and less than 3 years	-	7 weeks pay
3 years and less than 4 years	-	10 weeks pay
4 years and less than 5 years	-	12 weeks pay
5 years and less than 6 years	-	14 weeks pay
6 years and less than 7 years	-	16 weeks pay
7 years and less than 8 years	-	18 weeks pay
8 year and less than 9 years	-	20 weeks pay
9 years and less than 10 years	-	22 weeks pay
10 years and less than 11 years	-	24 weeks pay
11 years and less than 12 years	-	26 weeks pay
12 years and less than 13 years	-	28 weeks pay
13 years and less than 14 years	-	30 weeks pay
14 years and less than 15 years	-	32 weeks pay
15 years and less than 16 years	-	34 weeks pay
16 years and less than 17 years	-	36 weeks pay
17 years and less than 18 years	-	38 weeks pay
18 years and less than 19 years	-	40 weeks pay
19 years and less than 20 years	-	42 weeks pay
20 years and beyond	-	an additional 2 weeks pay for each year in excess of 20 years up to 10 weeks pay

Employees over 45 years will receive:

Less than 1 year	-	Nil
1 year and less than 2 years	-	5 weeks pay
2 years and less than 3 years	-	8.75 weeks pay
3 years and less than 4 years	-	12.5 weeks pay
4 years and less than 5 years	-	15 weeks pay
5 years and less than 6 years	-	17.5 weeks pay
6 years and less than 7 years	-	20 weeks pay
7 years and less than 8 years	-	22 weeks pay
8 years and less than 9 years	-	24 weeks pay
9 years and less than 10 years	-	26 weeks pay
10 years and less than 11 years	-	28 weeks pay
11 years and less than 12 years	-	30 weeks pay
12 years and less than 13 years	-	32 weeks pay
13 years and less than 14 years	-	34 weeks pay
14 years and less than 15 years	-	36 weeks pay
15 years and less than 16 years	-	38 weeks pay
16 years and less than 17 years	-	40 weeks pay
17 years and less than 18 years	-	42 weeks pay
18 years and less than 19 years	-	44 weeks pay
19 years and less than 20 years	-	46 weeks pay
20 years and beyond	-	46 weeks pay plus an additional 2 weeks pay for each year in excess of 20 years up to a maximum total entitlement of 52 weeks pay



TABLE B SUMMARY OF PAYMENTS

PAYMENT 1	PAYMENT 2	PAYMENT 3	PAYMENT 4
Agreement to: <ul style="list-style-type: none"> • Cost offsets • Corporate KPIs and targets • Competitive provision of service initiatives 	<ul style="list-style-type: none"> • Achievement of KPIs - Corporate targets • Development of and acceptance of LWA/Continuous Improvements/ KPIs • Selection of services to be benchmarked • Corporate KPIs are each worth: <ul style="list-style-type: none"> - customer service productivity = 0.5% - absenteeism = 0.25% - safety = 0.25% 	<ul style="list-style-type: none"> • Continue achieving Corporate KPI targets • Achievement of individual KPIs for LWA/Continuous Improvement submissions 	<ul style="list-style-type: none"> • Continue achievement of Corporate KPI targets • Achievement of individual KPIs for LWA/Continuous Improvement submissions <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center;">Registrar Enterprise Agreement Industrial Registrar</p> </div>
% payment incorporated into hourly rate	% payment - bonus payment. Maximum able to be paid is 1% which is in addition to 1% paid on the signing of the Agreement	% payment - bonus payment. Maximum able to be paid is 2% which is in addition to the 1% paid on signing the Agreement	% payment - incorporated into hourly rate. Maximum able to be paid is 3%
1%	2%	1% for Corporate KPIs 2% for achieving LWA and continuous improvement KPIs (0.5% for each KPI - LWA/Continuous improvement to a maximum of 2%)	2% incorporated into hourly rate if all KPIs have been achieved for 2 years, in addition to the 1% already paid in the hourly rate
On signing of the Agreement	June 1999	June 2000	June 2001

TABLE C CORPORATE KEY PERFORMANCE INDICATORS

Performance Indicator	1998/99	1999/2000	2000/2001
Average hours lost due to Injury	-10%(Review by PAG)	-15%(Review by PAG)	-15%(Review by PAG)
Customer Service Corporate Customers Service Index. See Clause 31	3.4 (Review by PAG)	3.6 (Review by PAG)	3.8 (Review by PAG)
Productivity Improvement	+5%(Review by PAG) will be incorporated into 98/99 budget	+2.5%(Review by PAG) will be incorporated into 99/00 budget	+2.5% (Review by PAG) will be incorporated into the 00/01 budget
Absenteeism Average of sick/Carer's Leave per year per employee	-10%(Review by PAG)	-10%(Review by PAG)	-10%(Review by PAG)

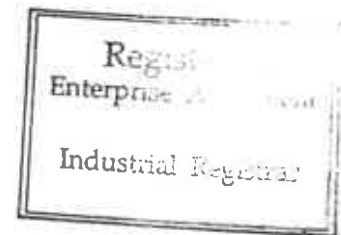


TABLE D MEASURES OF CORPORATE PERFORMANCE

Workplace Safety							
Indicator: Average Hours Lost Due to Injury							
Calculated as follows: Annual No of Hours Lost due to injury *Thousand/Total Hours worked.							
Starting Indicator 97/98 is a three year average of previous three years.							
	Year						
	94/95	95/96	96/97	97/98 Estimated	98/99	99/00	00/01
Hours lost for year *1	12576	14816	15504	15504			
Total hours available per year *2	1973809	2106926	2066076	2080100			
Average hours lost due to injury per thousand hours per annum	6.4	7.0	7.5	7.5			
Three year average			7.0	7.3			
Percentage reductions per annum			0	0	10	15	15
FOR YEARS AFTER 1997/98							
Target Average Hours Lost Due to Injury			7.0	7.3	6.6	5.6	4.8
Absenteeism							
Indicator: Average of Sick/Carer's leave/year/employee							
Calculated as follows: Average of the total number of Sick/Carer's Leave Days per Annum/Total Number of Employees							
Starting Indicator 97/98 is a three year average of previous three years.							
	Year						
	94/95	95/96	96/97	97/98 Estimated	98/99	99/00	00/01
Sick/Carer's Leave *3	8189.5	9608.1	8605.1	8700			
Total Normal Hours	1868116	1985342	1933972	1976473			
Number of Equiv. Employees *4 (Estimated from average of 37 hrs/week, 240 weeks per year)	971	1032	1005	1027			
Sick/Carer's Leave per Employee	8.4	9.3	8.6	8.5			
Three Year Average Sick/Carer's Leave per Employee			8.8	8.8			
Percentage reductions per Annum			0	0	10	10	10
FOR YEARS AFTER 1997/98							
Target Average days Sick/Carer's Leave			8.8	8.8	7.9	7.1	6.4
<p>*1 Obtained from Figtree System</p> <p>*2 Total hours obtained from MIS Report by L Groves 30.10.97</p> <p>*3 Obtained from Leave Taken Report</p> <p>*4 Hours at single time from MIS Report 30.10.97</p>							

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**TABLE E
TRAINING IMPLEMENTATION TIME FRAME**

TRAINING IMPLEMENTATION TIME FRAME	
September\October 1998	The Council, in consultation with employees, will identify Council service/business units to be market tested.
September\October 1998	A plan for the training of employees in continuous improvement using Total Quality Management principles and practices will be developed. The Plan will be developed by the Training Committee.
September\October 1998	<ul style="list-style-type: none"> ▶ Selection of facilitators to occur ▶ Training of facilitators will commence ▶ Identification of continuous improvement groups within Gosford City Council
September\October 1998	Engagement of Training Consultant to train facilitators and employees in TQM principles and practices.
December 1998	<p>Employees within Council's service/business units selected for market testing.</p> <p>Commence training in:</p> <ul style="list-style-type: none"> ▶ Preparation of Tender ▶ Preparation of In-house Agreement ▶ TQM Principles and Practices ▶ Completion of Service Descriptions

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COMMUNICATION STRATEGY

Introduction

Communication, per se, is a key organisational activity and if carried out effectively, can significantly contribute to the organisation's efficiency.

Conversely, if carried out poorly, it can be a significant dysfunction in the organisation. Such a dysfunction can manifest as low morale, low levels of motivation, alienation of employees and no commitment by employees to the organisation's goals.

History

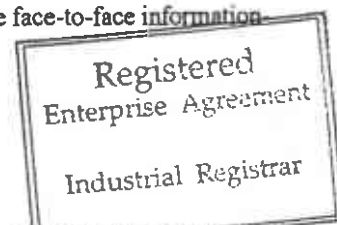
The level of communication within Gosford City Council and its effectiveness has been the topic of conversation at a number of Consultative Committee meetings. The Consultative Committee decided to establish a sub-committee with the title of 'Communication Sub-Committee' to identify initiatives to address the issue of effective communication within Gosford City Council.

One of the initiatives identified by the members of the Committee is the need to have a policy on internal face-to-face communication which addresses the issue of effective information-sharing with employees who are geographically dispersed within an organisation. A strategy on internal communication to achieve effective face-to-face information sharing has been developed by the Committee. Set out below is the strategy:

Employees Meetings

A series of meetings are being proposed with suggested frequencies and participants.

- Senior Management Group to meet monthly and the General Manager to meet with individual Directors on a fortnightly basis.
- Directors to meet with relevant employees within their Directorate once per year.
- Senior Management Group representatives to meet with Program Managers once a month.
- Senior Management Group to meet with Union Delegates quarterly. This will be an agenda item for their meetings.
- Senior Management Group to meet with Program Managers and Activity Managers together quarterly.
- Directors to meet with Program Managers weekly.
- Program Managers to meet with Activity Managers weekly.
- Activity Managers to meet with their employees fortnightly - large activities to arrange meetings around their unique circumstances. It may be necessary for the managers of large activities to meet with supervisors who are then responsible for conducting similar meetings with their specific worksite employees. Such meetings on the worksite can be on the basis of 'tool box' meetings and only need to be ten (10) to fifteen (15) minutes long.
- Senior Management Group to meet with full Council to discuss strategic issues, the implementation of the Management Plan, employees matters and progress on key initiatives and work redesign implementation.



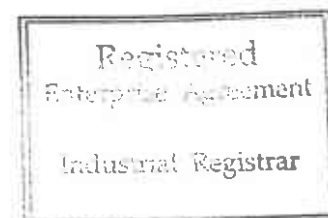
Agenda for Employees Meetings

It is suggested that the following form the basis of the agenda for the meetings. Some items may not require any detail discussion. However, it is necessary to note them to ensure all participants have had the opportunity to comment.

The meetings of each member of the Senior Management Group with their employees once per year need only be a general overview of the implementation of the Management Plan, key issues facing Council, and a general response from the employees.

General Agenda - Directors/Program Managers/Activity Managers/Employees

- Key Council decisions
- Feedback from Senior Management meetings
- Key Policy changes
- Employee changes - particularly at a Program/Activity level
- Employee training and development
- Work redesign - implementation of change options
- New projects
- Feedback from Consultative Committee - particularly at the Program and Activity levels
- Issues to be fed back to the Consultative Committee
- Budget verses actual - monthly
- Employee concerns, issues and initiatives
- Input to next Senior Management Group meeting



Senior Management Group Meetings Agenda

- | | |
|---|------------------------------|
| • Key Council decisions | - after each Council meeting |
| • Key client issues | - monthly |
| • External initiatives/external policy issues | - monthly |
| • Overview of each Department | - monthly |
| • Employee issues, concerns and initiatives | - monthly |
| • Report on Consultative Committee and sub-committee operations | - monthly |
| • Work redesign - report on progress, implementing change options | - monthly |
| • Action list review | - monthly |
| • Management Plan review | - quarterly |
| • Trade Union | - monthly |

- Occupational Health and Safety matters - monthly

The abovementioned agenda is proposed to enhance the following perceived functions of the Senior Management Group and they are:

- Provide leadership
- Give direction
- Provide Policy advice
- Plan for the future - strategic planning
- Develop a corporate culture
- Develop a corporate view
- Strategic Management of the Council. General communication to occur in the form of quarterly Newsletters to employees utilising specific information each week by the use of the Payroll system, E-Mail messages, as well as Human Resource Newsletters.



Specific Consultative Committee Matters

Employee Newsletter

A staff newsletter is produced by the public relations function which incorporate general matters including a summary of minutes of the Consultative Committee and update on work redesign and key initiatives relating to the Consultative Committee being undertaken within Council. Full minutes of the Consultative Committee to be attached to notice boards.

Consultative Committee Report

The minutes of Consultative Committee meetings are to be made available to the next meeting of Council with any specific issues from the Consultative Committee being included in the Monthly Overview.

Agenda for Consultative Committee

The agenda for each meeting and supporting documentation needs to be couriered to each member of the Committee and to be received no later the five (5) working days prior to the meeting.

The meeting agenda and minutes of the previous Consultative Committee meeting are to be provided on E-Mail for Program Managers, Activity Managers and other Managers to facilitate employee meetings regarding the Consultative Committee. Agendas to be sent five (5) days prior to meetings and Minutes no later than five (5) working days after each meeting.

Set Meeting Times

Each year the Consultative Committee should coordinate with committee members to set dates and times for the meetings of the Committee for the year.

Dates and times are not to be changed unless exceptional circumstances exist. This will enable prior planning to occur to ensure the committee meet regularly and all members are present for the majority of the meetings.

Minutes of Consultative Committee

The full minutes of the Consultative Committee meeting should be sent to all workplaces for placement on notice boards and in amenities rooms.

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ATTACHMENT 2

Policy Title: Retraining, Redeployment and Redundancy
Policy

File Ref: 90.35.10

Date of Issue:

Authority: See below

Review Date:

Authority

Directors for identification of surplus positions and redeployment within own Directorate.

Manager - Organisational Development in conjunction with relevant Directors for redeployment between Directorates.

Manager - Organisational Development, Rehabilitation Coordinator and Directors for redeployment for occupational health and safety reasons due to an employee's inability to return to their pre-injury/illness position after an injury/illness caused by their employment.

General Manager for redundancy.

Objectives

To achieve effective use of existing employees resources and to assist employees, after a work related injury or illness, to return to meaningful and productive work in a new position within the Council.

Applicability

All employees other than contracted positions.

Policy Statement

- 1 An employee will be identified as excess if the position they occupy is identified as surplus to the needs of Council.
- 2 The options of redeployment, retraining and redundancy are to be considered for all employees declared excess consistent with the eligibility guidelines, procedures and provisions as outlined below:
 - a As a general principle, redeployment and/or retraining will be *offered* prior to any offer of redundancy or termination due to incapacity due to a work related injury or illness.
 - b Redeployment to positions of the same grading or salary level will be considered as the first option.
 - c Redeployment to positions of a lower salary or grading level may be considered if positions at the same level cannot be found within one (1) month of a position being declared surplus.
 - d Those employees redeployed to a lower salary or graded position will still retain their salary on a present occupant only basis according to a sliding scale detailed below from the date his/her position is declared surplus to Council's requirements. After the designated period, the salary will revert to the salary applicable to the position, plus any increases gained through *skills and* performance assessment in the designated period.

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Retraining, Redeployment and Redundancy Policy contd.....2

Where retraining is required the sliding scale period will commence from the day that training to be provided by Council commences.

Length of Service as at Date Position Declared Surplus	Salary Retention Period (on Present Occupant Only Basis)
Up to 5 years	1 year
5 to 10 years	18 months
10 to 15 years	2 years
15 to 20 years	30 months
20 years plus	Until retirement

- e Counselling will be made available through Council's Employee Assistance Program for any employee whose position has been declared surplus.
- f Special consideration (as detailed in the guidelines from time to time) may be provided for those employees affected by new working arrangements as a result of implementation of changes from the Works Redesign Projects.
- g Council will adhere to all requirements of the Award/s in respect to redundancy.

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Eligibility Definition

Redeployment is available for permanent employees who have either:

- 1 Become excess through the abolition of their substantive position, change in technology, organisation restructure, a change to the strategic focus, change to legislative requirements.
- or
- 2 Unable to continue in their current position due to a work related injury/illness.

Redundancy will be considered in the circumstances outlined in the section title "Redundancy" and only after the employee is advised they may be eligible for redeployment.

Procedural Guidelines

- 1 The relevant Director in consultation with the Human Resource Unit is to decide whether redeployment retraining or redundancy is the most appropriate option after considering the points outlined in this policy and consulting the employee(s) affected by the decision. Once a final recommendation is made the employees and their union are to be notified as soon as practicable of the decision in respect to the above options. The final decision on any redundancy and redeployment for occupational health and safety reasons is at the discretion of the General Manager.
- 2 Employees identified to be redeployed due to their position being declared surplus may be considered for all vacant positions for which their skills and experience match the essential requirements of the vacant position and which are consistent with their salary level and/or Award Band and Level.

Retraining, Redeployment and Redundancy Policy contd.....3

- 3 Employees unable to return to their pre-injury/illness position due to a workers compensation injury or illness are eligible to be redeployed directly into a vacant establishment position if their skill and ability matches the vacant position. Requirements contained in Council's EEO Management Plan in respect to advertising the vacancy do not apply when the salary for the vacant position is the same as or below the employee's pre-injury/illness position.
- 4 Should an identified employee's skills match the essential requirement of a higher graded position, they will have to compete for the position on a merit basis as placement in the position would be a promotion. Employees to be redeployed have no priority to circumvent the EEO policies applying to promotion procedures.
- 5 An employee may be redeployed to a position at a lower salary or grading level to their substantive position and may be further redeployed in the event of a permanent vacancy in a position consistent with their skills and knowledge and salary level.
- 6 An employee identified for redeployment is to provide a standard resume detailing their skills and experience.
- 7 If there is more than one employee to be redeployed whose skill and experience match that of a vacant position, a competitive selection process should be held between those employees. This would not occur when one of the employees is being redeployed because the employee is unable to return to their pre-employment position due to a work related injury or illness, and the salary level is the same as their pre-injury/illness position.
- 8 An employee offered redeployment or retraining because their position is surplus will be given two (2) weeks to discuss the offer with their Supervisor, Director, Union Representative and Human Resource staff and accept or reject it.
- 9 Employees suffering from a work related injury or illness, who are unable to return to their pre-injury/illness position on a permanent basis, will be considered for redeployment under the following conditions:
 - a A vacancy exists and the salary for the position is equivalent to or below the salary of their pre-injury/illness position. The employee will be appointed to the position without advertising the vacancy. If the salary is lower the employee will maintain their existing pre-injury/illness level under the conditions set down in the Workers Compensation Act (1987).
 - b If no vacancy exists and all rehabilitation options have been exhausted, an analysis will be carried out by the Manager - Organisational Development in liaison with the Rehabilitation Coordinator, to determine if it would be beneficial for Council and the employee to employ the employee in a created position to carry out meaningful and productive employment. The analysis will examine the full costs of employing the staff; the likelihood of the employee acquiring a permanent full time position within Council at some time in the future, the benefit to Council in having the tasks performed and a cost extrapolation on the costs to Council if the Council is unable to offer employment.

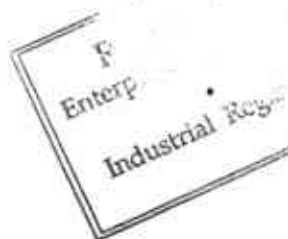
When (b) is chosen the following conditions would apply:

- approval of the General Manager is to be given for the carrying out of the duties in all cases prior to any offer being made to the employee.

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Retraining, Redeployment and Redundancy Policy contd.....4

- the Rehabilitation Coordinator to liaise with Directors to identify available duties
- a Job Description be developed which clearly identifies the duties and states it applies to the present occupant only.
- the remuneration value of the position is to be no greater than the employee's entitlements under the Workers Compensation Act or what they were receiving in their pre-injury/ illness position.
- the employee is provided with all the necessary training and resources to carry out their duties.
- the duties do not expose the employee to further risk of injury/illness or an exacerbation of the existing injury/illness.
- once the employee is successful in acquiring an establishment position, either on merit or by direct placement in accordance with (A), the agreement with the employee and the department where the employee was placed ceases.
- after two (2) years if the employee is unsuccessful in being appointed into a permanent establishment position, either on merit or in accordance with (A), the employee is to be permanently appointed into the created position and that position remains on the establishment chart for the present occupant only. Appointment into the created position is under the conditions set down in the Workers Compensation Act (1987).



10 Special Conditions

Those employees whose working arrangements are changed as a result of implementation of changes through the Work Redesign Project/s and who have physical or domestic reasons which make them unable to adjust their usual work arrangements may be redeployed to an area which maintains the usual arrangements. As a special consideration such employees will not suffer a reduction in a salary or Award/Agreement benefit subject to proof of the physical or domestic reasons being provided. The General Manager is the approving authority for such requests. The proof of physical or domestic reasons needs to be provided every eighteen (18) months. Once proof is no longer able to be provided Council reserves the right to withdraw from the agreement.

Procedures

- 1 The employee whose position has been identified as surplus to the organisation's requirements needs to be notified as soon as practicable in a face to face interview with the relevant supervisor and union representative and written confirmation is given to the employee and their Union. The interview should outline why the position is being declared surplus and the employee's entitlements under the Award, the Redeployment Policy and counselling on available options for placements.

The offer of availability of the Employee Assistance Program, if needed, should be made.

- 2 The employee is to be requested to provide an up-to-date and complete resume detailing his/her skills and experience as soon as possible. The employee may seek assistance from the relevant Supervisor, Human Resource staff or Union Representative to compile a standard resume. *

Retraining, Redeployment and Redundancy Policy contd.....5

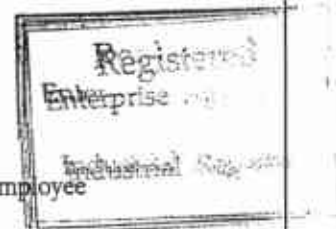
- 3 The Human Resource Unit is to be notified a position has become surplus and as a result also be advised of the name of the employee who has been identified as being in excess of establishment needs. The Human Resource staff will notify all Directors and seek cooperation in finding an alternative position.
 - 4 Directors will ensure all current vacant or temporary positions in their department are reviewed for possible placement of the employee and advise the Human Resource Unit. *
 - 5 The relevant Director is to organise for suitable interim work to be provided for the employee to do until either a redundancy offer is made and accepted, or an alternative position is found for redeployment of the employee whose position has been determined to be excess to Council's needs.
 - 6 Human Resource staff will monitor all recruitment requests for suitable placement. *
 - 7 The employee is to be interviewed by the supervisor of any position identified as matching the employee's skills and experience and one (1) independent person from outside the Department acceptable to the employee. *
 - 8 If after the interview the employee is considered by the supervisor and the independent person not to match the essential requirements of the position the relevant Director and Human Resource staff member are to be advised of the area/s of shortfall. (Training in this area may be considered as an option to ensure the employee can meet the essential requirements of alternative positions considered).*
 - 9 If the employee is considered by the Supervisor and independent person to match the essential requirements of the position and it is consistent with the salary level of the employee's position determined to be surplus to Council needs they may be redeployed to that position. *
 - 10 Advice of the redeployment and its effective date of commencement is to be forwarded through the relevant Director to the Human Resource Unit. An appointment letter outlining all conditions of employment will be prepared by the Human Resource Unit. *
 - 11 The performance of the redeployed employee is to be assessed at three (3) monthly intervals for the first year and then revert to standard performance assessment procedures. If performance in the position held prior to redeployment has not been satisfactory, training to assist meeting any identified performance gaps should continue to ensure a reasonable opportunity of performance in the redeployment position. *Should the person continue not to perform satisfactorily, redundancy in the terms of their original position should be offered.* *
 - 12 In respect to redeployment for occupational health and safety reasons as a result of a work related injury or illness and the employee is unable to return to their pre-injury or illness position, procedures 2, 4, 6, 7, 8, 9, 10, 11 apply in addition to 13.
 - 13 Once an employee is identified as being unable to return to their pre-injury/illness position, the Rehabilitation Coordinator is to contact the Human Resource Unit to determine the options available to the Council and the employee, in respect of redeployment in accordance with options (9a) and (9b) contained in the Section titled "Guidelines". *
- * Applies to Work Related Injury

Retraining, Redeployment and Redundancy Policy contd....6

Retraining

The retraining of excess staff will be considered by their Supervisor in conjunction with the Human Resource Unit where:

- i Retention in employment is unlikely to be possible without retraining
- ii It would be in the interests of Council to retrain the employee
- iii It is likely to lead to successful placement within the retention period applying to the employee



Redundancy

Redundancy may be offered to an excess employee in accordance with Legislative, Award and/or Policy provisions under any of the following circumstances:

- i Immediately where the excess employee holds unique skills which are unlikely to be transferable to an alternative position.
- ii Immediately where the excess employee expresses a preference for redundancy rather than redeployment and the organisation (as determined by the General Manager) is prepared to lose the employee's knowledge and skill.
- iii Immediately where no vacancies exist either currently or are likely to occur in the next six (6) months for which the employee is suitable, capable or qualified to perform the duties and cannot be quickly retrained to become sufficiently skilled to perform the duties.
- iv Where the employee refuses a redeployment position.
- v Six (6) months after the declaration as excess if no redeployment opportunity has been found.
- vi Constructive Dismissal.

An employee, identified for redeployment to a position at a lower salary or grading level, may consider the reduction in status and remuneration unacceptable and tender his/her resignation.

The termination of employment in such circumstances could amount to "constructive dismissal" and could as such comply with the legislative provisions for redundancy

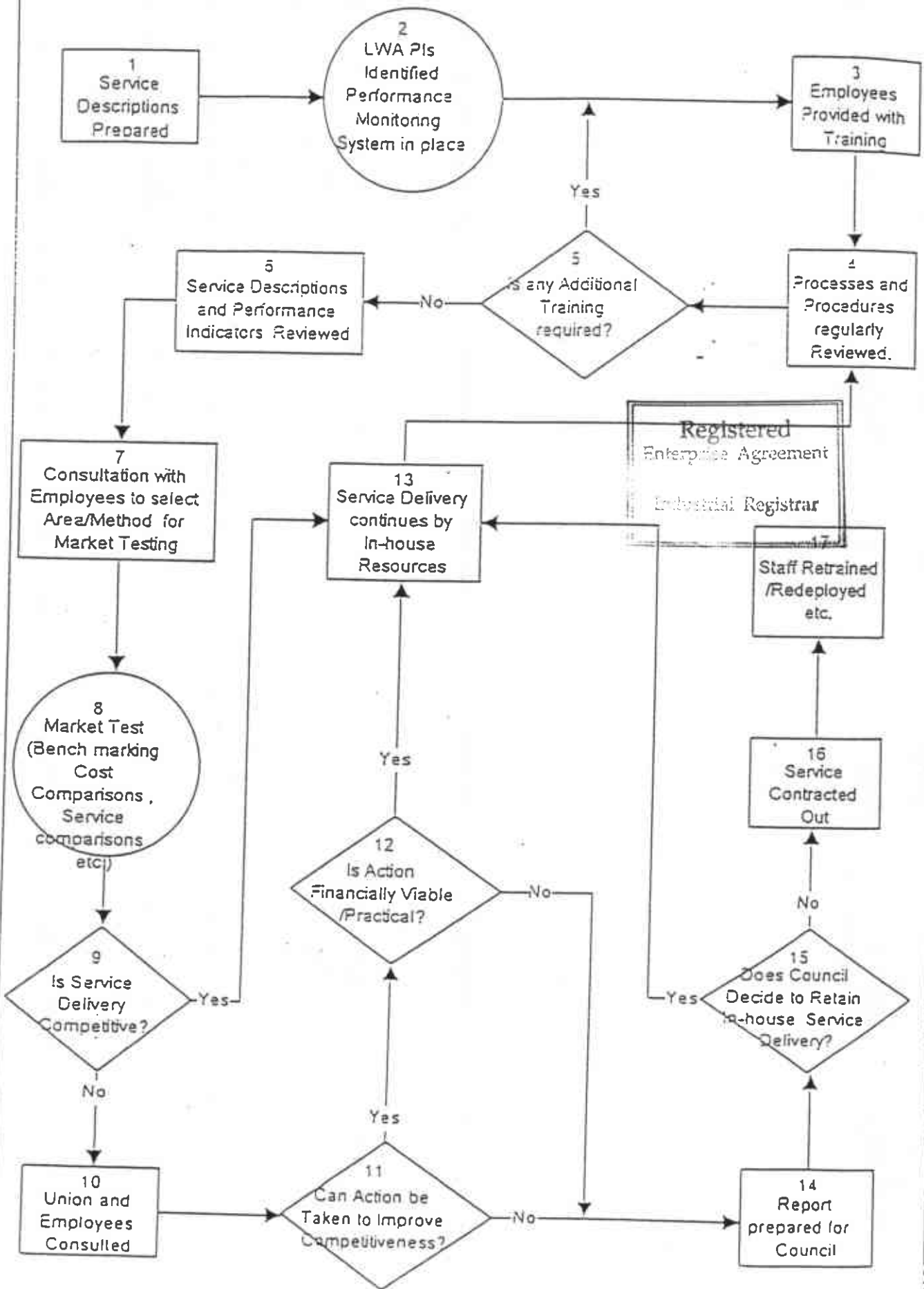
When an employee is made redundant from Gosford City Council they cannot be re-employed by Council nor can they be employed as a consultant doing similar tasks for a period of two years.

Budget

A specific budget number will be created within the 'C' Program and an annual budget allocation will be made for employees redeployed under Option (b) for work related injury/illness and the employee is unable to return to their pre-injury/illness position. The employee's time will be charged to the budget number to facilitate reporting on the cost and administrative coordination.

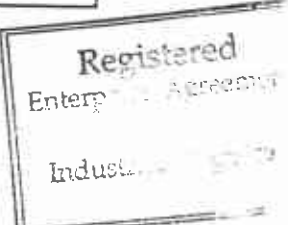
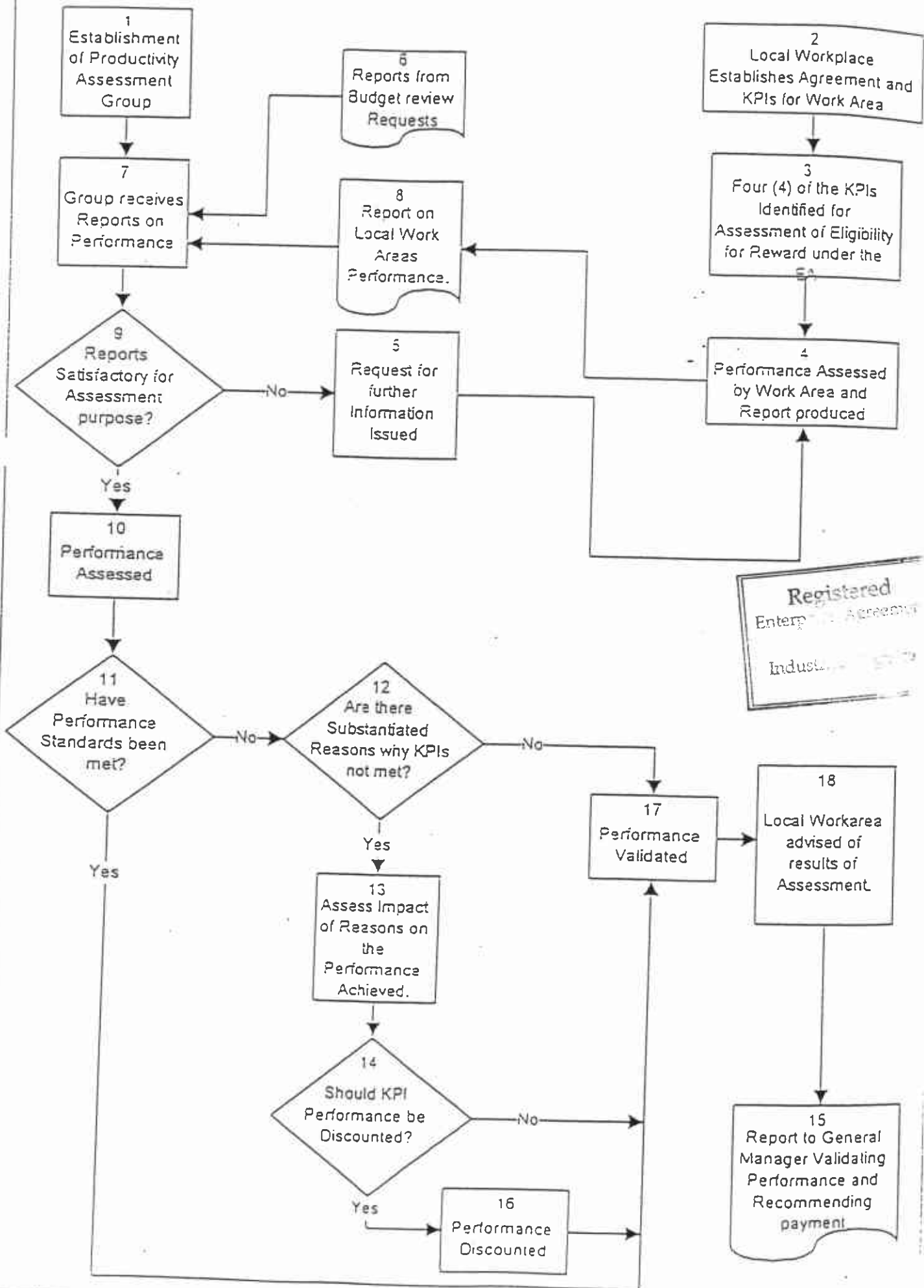
Enterprise Agreement

Market Testing Process.



Enterprise Agreement - Performance Assessment

Corporate and Local Work Area KPIs



SECTION 4

ATTACHMENT 5

POLICY ITEM Untaken Sick Leave

AUTHORITY Automatic process on retirement/resignation

POLICY Payable as under on retirement, resignation or redundancy. Not payable on termination for misconduct.

QUANTUM

After 5 years service	- 40% x untaken sick leave
After 10 years service	- 50% x untaken sick leave
After 15 years service	- 75% x untaken sick leave
After 20 years service	- 100% x untaken sick leave

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EXHAUSTED SICK LEAVE Where an employee resigns on account of ill health (duly certified by a medical practitioner) and has exhausted all sick leave, he/she may be paid an amount equal to 2.5 days for each completed year of service in lieu of above.

Note: Provided that a minimum of five years service has been completed.

ATTACHMENT 4

SERVICE DESCRIPTION

Provide a brief description of Activity

- 1 **General**
 - Responsible officer
 - Position
 - Other staffing positions

- 2 **Currency**
 - Date prepared
 - Date approved by Senior Management Group

- 3 **Principal Aim**

- 4 **Key Objectives**

- 5 **Major Functions**

- 6 **Constraints**

- 7 **Performance Measures**

- 8 **Performance Standards**

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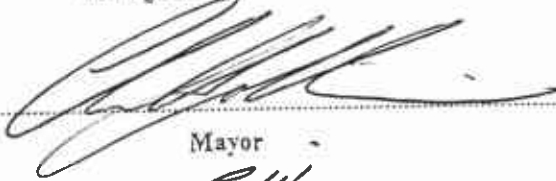
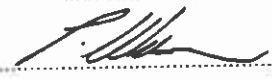
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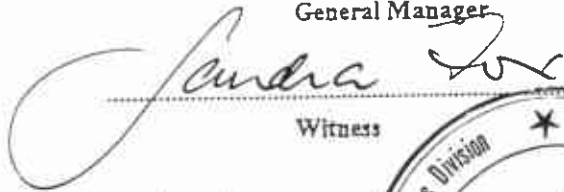
SIGNATORIES TO THE AGREEMENT

In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided in the Agreement will take effect from the date of signing.

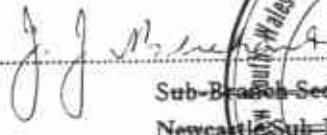

Listed below are the signatures of the parties that are bound to this Agreement.

SIGNED on behalf of
Gosford City Council
on 7th October 1998


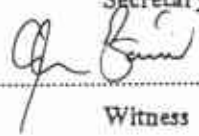

Mayor

General Manager


Witness

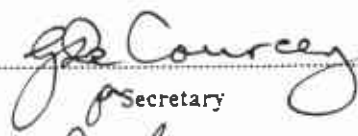

SIGNED on behalf of
Federated Municipal and Shire
Council Employees Union
New South Wales Division
on


Sub-Branch Secretary
Newcastle Sub-Branch
Witness




SIGNED on behalf of
The Electrical Trades Union
of Australia New South Wales
Branch
on


Secretary

Witness

SIGNED on behalf of
The Local Government
Engineers' Association
of New South Wales
on


Secretary

Witness

SIGNED on behalf of
The Environmental Health and
Buildings Surveyors Association
of New South Wales
on 6.10.98


Secretary

Witness