

THE FLINDERS RANGES COUNCIL ENTERPRISE AGREEMENT NO 7- 2011

File No. 1996 of 2011

This Agreement shall come into force on and from 23 June 2011 and have a life extending for a period of thirty-six months therefrom.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.

DATED 23 JUNE 2011.



A handwritten signature in black ink, consisting of a large loop and several strokes, positioned to the right of the seal.

COMMISSION MEMBER



THE FLINDERS RANGES COUNCIL

ENTERPRISE AGREEMENT NO 7 - 2011

CLAUSE 1 - TITLE

This Agreement shall be entitled The Flinders Ranges Council Enterprise Agreement No 7 - 2011.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - APPLICATION

- 3.1 This Agreement shall apply to The Flinders Ranges Council (the Employer) and the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union) (the Union) and all Employees of The Flinders Ranges Council who perform work covered by this Agreement and are eligible to be members of the Australian Workers Union (AWU South Australian Branch).

CLAUSE 4 - PERIOD OF OPERATION

- 4.1 This Agreement shall commence from the day of certification in the Industrial Relations Commission of South Australia and remain in force for a thirty six (36) month period from that date.
- 4.2 The parties shall conduct a review of the Agreement every twelve (12) months after certification; any matters requiring attention shall be identified and reviewed at that time by the Single Bargaining Unit.
- 4.3 This Agreement will be renegotiated during the final three (3) months of the thirty six (36) month period.

CLAUSE 5 - DEFINITIONS

- 5.1 For the purposes of this Agreement:
- **"Award"** means Local Government Employees Award (as varied).
 - **"Employer"** means The Flinders Ranges Council.
 - **"Union"** means the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).
 - **"Employee"** means any Employee of the Council who performs work covered by this Agreement and the Award.
 - **"Agreement"** means The Flinders Ranges Council Enterprise Agreement No 7 - 2011.
 - **"Commission"** means the Industrial Relations Commission of South Australia.
 - **"Consultation"** means the process, which will have regard to Employees interested in the formulation of plans, which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD

- 6.1 This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.
- 6.2 This Agreement supersedes all other certified Enterprise Agreements between the parties.

CLAUSE 7 - OBJECTIVES

- 7.1 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of The Flinders Ranges Council and there upon develop and encourage an "Enterprise Culture".
- 7.2 The parties believe that the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to Employees a sustainable level of job security.
- 7.3 The aims and objectives of this Agreement will be achieved by addressing such matters as:

- The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations;
- Improving flexibility in labour supply, without a reduction in current staff levels;
- Reviewing and improving work arrangements;
- Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of The Flinders Ranges Council and the achievement of real and sustainable improvements in productivity;
- Adoption of practices to improve standards of Occupational Health Safety and Welfare;
- Looking at new ways of improving work practices and reduction of wastage and lost time;
- Continuing development and adoption of initiatives designed to enhance Council's performance;
- Introduction of measures to reduce absenteeism;
- Continuously looking at new ways to improve processes and customer satisfaction;
- Affirmative action by all and commitment to Equal Employment Opportunity principles;
- To ensure Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of The Flinders Ranges Council;
- Implement a training and skills improvement program within The Flinders Ranges Council for all Employees; such program will enable Employees to increase their level of individual expertise and in turn improve the excellence of The Flinders Ranges Council through the provision of defined career paths and opportunities;
- Ensure strict adherence to the Award, this Agreement and all statutory provisions.

CLAUSE 8 - CONSULTATIVE MECHANISM

- 8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.
- 8.2 The Single Bargaining Unit shall consist of:
- Representatives as nominated by The Flinders Ranges Council.
 - Employee representatives employed by The Flinders Ranges Council elected by the workforce.
 - The State Secretary of the Australian Workers Union (AWU South Australian Branch) (or their nominee).

8.3 The role of the Single Bargaining Unit shall be:

- To reach decisions by consensus. All decisions will operate as recommendations to both parties.
- To hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues.
- To provide a forum for information flow between the Employer and Employees.

CLAUSE 9 - OCCUPATIONAL HEALTH SAFETY AND WELFARE

- 9.1 All Employees of The Flinders Ranges Council shall be ensured a safe working environment at all times.
- 9.2 The Employer and the Union shall give full co-operation to the achievement of high standards of Occupational Health Safety and Welfare.
- 9.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the Employer's projects there shall be strict compliance to all Acts and Regulations and the implementation of Industry Codes and Practice, to provide protection to all.
- 9.4 The Flinders Ranges Council will endeavour to ensure that all sub-contractors will adopt and implement the Employer's policies. Moreover, The Flinders Ranges Council will endeavour to also ensure that all sub-contractors strictly adhere to all Acts and Regulations, Industry Codes of Practice and other relevant Occupational Health Safety and Welfare guidelines, so as to provide and maintain a safe working environment.
- 9.5 Occupational Health Safety and Welfare policies and Council procedures are readily available in written form at Council depots.

CLAUSE 10 - EMPLOYEE RELATIONS

- 10.1 The parties recognise the need to maintain mutual trust and understanding to improve Employee relations throughout the organisation.
- 10.2 The parties agree the need to refocus the traditional Industrial Relations approach to one of Employee relations, where consultation is viewed as essential to any change. Management recognises the need for Employee commitment to achieve effective improvements in productivity.
- 10.3 Management is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

CLAUSE 11 - SPECIFIC CHANGES

11.1 Flexible Hours - Aggregate Hours Approach

- 11.1.1 All Employees shall work thirty eight (38) hours per week over a two (2) week cycle with the minimum-working requirement being seventy six (76) hours.

- 11.1.2 This Agreement allows for up to ninety (90) hours to be worked over any two week pay cycle on the basis that the time worked above seventy six (76) hours is accumulated at ordinary time and taken as payment or time off in lieu of payment.
- 11.1.3 For any time worked in excess of ninety (90) hours in any two (2) week cycle the appropriate Award penalty rates shall apply. However, payment may be made at ordinary time with any additional penalty rates accruing and taken as time off in lieu of payment if the Employee concerned agrees.
- 11.1.4 All accredited time off in lieu of payment should be taken before 30 June each year at a time mutually agreed between the Employer and the Employee concerned.
- 11.1.5 The Employer will provide details of credited time on pay slips.
- 11.1.6 This flexible hour's arrangement includes weekends, public holidays and scheduled rostered days off.

11.2 Compensation for Penalty Rates

- 11.2.1 The Employer shall provide three days extra paid leave each year at ordinary time. Part years of service will attract a pro rata entitlement. The three days extra paid leave is to be programmed and taken during the intervening days between the Christmas/ New Year break.

11.3 Deployment

- 11.3.1 Deployment of Employees on flexible hours will be by agreement between the Employee and the Employer, for all work undertaken by Council.
- 11.3.2 Where directed by the Employer, Employees undertake the agreed work. Time spent undertaking agreed work including emergencies shall be included in the flexible hour's agreement. Up to ninety (90) hours per two week cycle shall be paid at ordinary time with time worked in excess of ninety (90) hours paid at the appropriate Award penalty rate divisor.

CLAUSE 12 – SICK/CARERS LEAVE

- 12.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council.
- 12.2 Sick/Carer's leave will be applied in accordance with the Local Government Employees Award.

CLAUSE 13 - SECURITY OF EMPLOYMENT

- 13.1 As part of its commitment to the intentions of the Agreement, The Flinders Ranges Council gives the following undertakings to Employees:
- For the life of this Agreement the above commitment shall result in no forced redundancies in the workforce.
 - Any factors which may affect the staffing levels at The Flinders Ranges Council shall be discussed at the earliest possible opportunity with all Employees.

CLAUSE 14 - EMPLOYEES PROTECTION

- 14.1 This Agreement shall not operate so as to cause any Employee to suffer a reduction in remuneration and benefits provided by the Employer applicable at the time of signing of the Agreement.

CLAUSE 15 SHUT DOWN

- 15.1 The employer and employees agree to the business operations of Council to be shut down for a two week period over the Christmas / New Year holiday period. The employees are to take leave during this shut down period and can be any combination of annual leave, grace days, Rostered Days Off or time of in lieu (TOIL).

CLAUSE 16 TRAINING

- 16.1 The employees agree that in return for receiving skills based training, paid for by the employer, they will maintain their contract of employment with the employer for a further 12 calendar months from the end of the training. It is understood by both parties that training benefits both employee (by increasing skill sets and therefore job prospects) and employer (by increasing efficiency and safety of operations).

CLAUSE 17 - WAGE INCREASES

- 17.1 Employees, with regard to acceptance of the objectives of this Agreement, shall;
- 17.1.1 Receive a wage increase of a further 4% above the Award to reflect a 21% above Award rate being applied to each designated level existing as at the 1st October 2008, this increase to apply as from the first full pay period on or after the 1st March 2011.
 - 17.1.2 Receive a wage increase of a further 4% above the Award to reflect a 25% above Award rate being applied to each designated level existing as at the 1st October 2008, this increase to apply as from the first full pay period on or after the 1st March 2012.
 - 17.1.3 Receive a wage increase of a further 4% above the Award to reflect a 29% above Award rate being applied to each designated level existing as at the 1st October 2008, this increase to apply as from the first full pay period on or after the 1st March 2013.
- 17.2 The Flinders Ranges Council actual Enterprise Agreement rates are contained in Appendix A and exclude the Disability Allowance and First Aid Allowance which are paid in accordance with the Award. All other Award allowances are included within the Enterprise Agreement Rates.
- 17.3 The increases in 15.1 above are in lieu of any increase in the award.

CLAUSE 18 - SUPERANNUATION

- 18.1 The Employer must pay superannuation contributions in respect of each Employee into the Local Government Superannuation Scheme.
- 18.2 For the purpose of this clause:
- 18.2.1 **"Local Government Superannuation Scheme"** means the superannuation scheme established in 1984 under the Local Government Act 1934 (as amended) and as a result of the Local Government (Superannuation Scheme) Amendment Act 2008, from 1 January 2009 governed substantially by a stand-alone trust deed between the Local Government Superannuation Board (former Trustee) and Local Super Pty Ltd (new Trustee).
- 18.2.2 **"Superannuation Contributions"** means:
- Contributions which the Employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
 - Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;
 - Council will pay to the Superannuation Scheme an amount (in respect to each Employee) no less than the amount specified in the Superannuation Guarantee Act;
 - Any additional superannuation contributions which the Employer agrees to pay in respect of any Employee.

CLAUSE 19 - SALARY SACRIFICE

- 19.1 Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme or any complying fund.
- 19.2 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 19.3 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 19.4 Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by the Council shall not be unreasonably withheld.
- 19.5 The application shall be in writing on the form provided by the payroll section and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses.
- 19.6 Each employee may review and alter the percentage of salary to be salary sacrificed. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.

- 19.7 The individual arrangement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to Council.
- 19.8 The employee shall bear responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme or any complying fund will be adjusted (at employee's cost) to take account of taxation payable in relation to those contributions.
- 19.9 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 20 – INCOME PROTECTION

- 20.1 In addition to the wage increases set out herein, the employer will provide agreed Income Protection to all employees covered by this Agreement.

CLAUSE 21 - CONTESTABILITY

- 21.1 The parties agree to consider a contestability process, which will suit the needs of the Employees and the Employer in the best possible manner. The contestability process will be discussed in greater depth by the Single Bargaining Unit during the lifetime of this Agreement to evaluate all pros and cons before it can be implemented. The model proposed by the Australian Workers Union (AWU South Australian Branch) may be used as a reference document.
- 21.2 A copy of the reference document is attached as Appendix B.

CLAUSE 22 - NO FURTHER CLAIMS

- 22.1 The Australian Workers Union (AWU South Australian Branch) undertakes that during the period of operation of this Agreement there shall be no further wage increases sought, or granted.
- 22.2 Basic standards of employment and entitlements in Council will not be negotiated at the Enterprise level for the life of this agreement, including the following:
- Hours of Duty
 - Award Rates of Pay and Classifications
 - Annual Leave
 - Penalty Rates (e.g.: Overtime Rates, TOIL Rates)
 - Average Weekly Working Hours of 38 Hours
 - Nine Day Fortnight

CLAUSE 231 - SETTLEMENT OF DISPUTES

- 23.1 In the event of a dispute arising between Council and an Employee or Employees concerning any aspect of work, the following procedure shall be observed:
- 23.1.1 Employee(s) shall in the first instance seek to resolve any dispute with the relevant Supervisor.

- 23.1.2 Conversely, a Supervisor should seek to resolve any disputes directly with the Employee(s) concerned, as appropriate.
- 23.1.3 If matters remain unresolved then assistance should be sought from the Works Manager and the appropriate Workplace Representative who may involve a Union Official.
- 23.1.4 If, at this stage matters are unresolved, the Works Manager will liaise with the Chief Executive Officer, as appropriate.
- 23.2 If the issues remain unresolved, either party may refer the matter to the Industrial Relations Commission of South Australia for conciliation and if necessary arbitration. Both parties shall endeavour to have the hearing as early as possible.
- 23.3 While procedures in clause 21.1 and clause 21.2 are being followed, work shall continue normally except in a bona-fide situation where the physical safety of any Employee is endangered.
- 23.4 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall right of any person involved in or affected be prejudiced by the fact that normal work has continued without interruption.
- 23.5 None of the above precludes an Employee from contacting their Workplace Representative, Union Official or a representative of their choice at any time.

CLAUSE 24 - NOT TO BE USED AS A PRECEDENT

- 24.1 This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or workplace and shall not be used by any party in any Tribunal or Industrial Commission.

CLAUSE 23 - SIGNATORIES

Signed for and on behalf of **The Flinders Ranges Council** by:

.....
COLIN DAVIES
Chief Executive Officer

.....
Witness

on this day of 2011

Signed for and on behalf of the employees by the **Australian Workers Union**:

.....
WAYNE HANSON
Secretary

.....
Witness

on this day of 2011

APPENDIX A

The Flinders Ranges Council Enterprise Agreement No 7 - 2011					
Grade	Award Rate as at 1 st October 2008	Current EBA Rate 17% above Award Rate as at 1 st October 2008	1st Increment 4% as from 1 st March 2011 i.e. 21% above Award Rate as at 1 st October 2008	2nd Increment 4% as From 1 st March 2012 i.e. 25% above Award Rate as at 1 st October 2008	3rd Increment 4% as From 1 st March 2013 i.e. 29% above Award Rate as at 1 st October 2008
Grade 1					
1st Year	\$ 572.20	\$ 669.47	\$ 692.36	\$ 715.25	\$ 738.14
2nd Year	\$ 579.80	\$ 678.37	\$ 701.56	\$ 724.75	\$ 747.94
3rd Year	\$ 587.30	\$ 687.14	\$ 710.63	\$ 734.13	\$ 757.62
Grade 2					
1st Year	\$ 589.20	\$ 689.36	\$ 712.93	\$ 736.50	\$ 760.07
2nd Year	\$ 596.80	\$ 698.26	\$ 722.13	\$ 746.00	\$ 769.87
3rd Year	\$ 604.30	\$ 707.03	\$ 731.20	\$ 755.38	\$ 779.55
Grade 3					
1st Year	\$ 606.60	\$ 709.72	\$ 733.99	\$ 758.25	\$ 782.51
2nd Year	\$ 614.20	\$ 718.61	\$ 743.18	\$ 767.75	\$ 792.32
3rd Year	\$ 621.70	\$ 727.39	\$ 752.26	\$ 777.13	\$ 801.99
Grade 4					
1st Year	\$ 627.60	\$ 734.29	\$ 759.40	\$ 784.50	\$ 809.60
2nd Year	\$ 635.20	\$ 743.18	\$ 768.59	\$ 794.00	\$ 819.41
3rd Year	\$ 642.70	\$ 751.96	\$ 777.67	\$ 803.38	\$ 829.08
Grade 5					
1st Year	\$ 644.00	\$ 753.48	\$ 779.24	\$ 805.00	\$ 830.76
2nd Year	\$ 651.60	\$ 762.37	\$ 788.44	\$ 814.50	\$ 840.56
3rd Year	\$ 659.10	\$ 771.15	\$ 797.51	\$ 823.88	\$ 850.24
Grade 6					
1st Year	\$ 656.30	\$ 767.87	\$ 794.12	\$ 820.38	\$ 846.63
2nd Year	\$ 663.90	\$ 776.76	\$ 803.32	\$ 829.88	\$ 856.43
3rd Year	\$ 671.40	\$ 785.54	\$ 812.39	\$ 839.25	\$ 866.11
Grade 7					
1st Year	\$ 668.60	\$ 782.26	\$ 809.01	\$ 835.75	\$ 862.49
2nd Year	\$ 676.20	\$ 791.15	\$ 818.20	\$ 845.25	\$ 872.30
3rd Year	\$ 683.70	\$ 799.93	\$ 827.28	\$ 854.63	\$ 881.97
Grade 8					
1st Year	\$ 679.90	\$ 795.48	\$ 822.68	\$ 849.88	\$ 877.07
2nd Year	\$ 687.50	\$ 804.38	\$ 831.88	\$ 859.38	\$ 886.88
3rd Year	\$ 695.00	\$ 813.15	\$ 840.95	\$ 868.75	\$ 896.55

* Schedule rates do not include Disability Allowance or First Aid Allowance, but include all other allowances.

APPENDIX B - CONTESTABILITY REFERENCE DOCUMENT

Contestability has a key role in ensuring The Flinders Ranges Council provides high quality services to its customers. Contestability at The Flinders Ranges Council means testing the services of the Council against the market from time to time to determine the efficiency and effectiveness of the service provided.

If it is determined that an outside provider is able to provide a more efficient and effective service for Council's customers, Employees will be given the opportunity to match the service. If this is not possible Council may put the service out to tender.

The following steps are to ensure that contestability is introduced into the Council, to be based on the principles of fairness and equity.

1. Organisational and Procedure Review

1. Organisation Structure

Business Units will be established to:

- Clearly identify costs of all overheads
- Clearly identify costs of all activities
- Clearly identify performance against standards
- Ensure a clear differentiation between the client and provider sides of the service delivery.

2. Activities Specification

Activity specifications will be developed for each business unit. These documents will be produced in a format to establish a basis for quality accreditation.

3 Evaluation System

Evaluation criteria to be used in market testing will be developed for each activity.

4. Costing System

In developing costing systems for contestability it is recognised that Local Government carries a cost of governance. This will be identified as a separate cost and should in principle not be included in the cost of the tender.

Costing systems that are transparent will be developed that ensure that both in-house and external providers are treated fairly and equally and that all costs including overheads are separately identified.

5. Tendering/Benchmarking Processes

In order to market test Council services against other providers the following steps will be taken:

- Existing tendering processes will be reviewed and amended where necessary to ensure fairness and equality for all parties.
- Benchmarking processes will be established for each activity.
- Tendering processes shall include performance measurement for each contract.

6. Staff Training

Staff will be provided within existing budget provisions training and support in all aspects of contestability.

All the above steps will be taken in consultation with all parties to this Agreement.

2. Performance Standards/Indicators

Performance indicators and performance standards have a key role in contestability. They are a means of measuring what has been achieved and the need for any further improvements.

The primary role of performance indicators is to assist in achieving contestability and the delivery of Business Plan Key Result Areas in the interest of customers, The Flinders Ranges Council and Employees. Performance indicators will be developed during the life of this Agreement.

Performance indicators can be developed in response to clearly articulated business plan objectives. These indicators will be developed and implemented through consultation with Single Bargaining Unit and will be subject to regular reviews.

It is recognised that performance indicators are not an end in themselves but are a means of identifying trends and efficiency against Best Practice benchmarks. They enable to identification of areas where there is potential for further improvements.

Key benchmarking indicators shall include but not be limited to those defined within each business plan put together with:

- Customer service (internal and external)
- Customer satisfaction (internal and external)
- Wastage and rework
- Workforce participation in productivity and improvements
- Financial performance
- Staff absenteeism
- Increased skills, education and training
- Work organisation and flexibility
- Equipment down time
- Assessment against industry standards
- Timeliness
- Occupational Health Safety and Welfare performance

Performance standards/indicators shall be developed using a participatory approach involving union, Employee representatives and management.

Within twelve (12) months of signing this Agreement, figures against each performance standards/indicators will be compiled to cover comparable Councils and other relevant public and private sector organisations.

3. Quality Management

To maintain a competitive edge in contestable works it is essential that the documentation and benchmarks be used as the basis of continuous improvement programs. With that in mind the parties agreed that:

- Within the first twelve (12) months of this Agreement, the parties will undertake documentation of existing procedures and practices to establish a basis for quality accreditation.
- Training in the concepts of Total Quality Management will be provided.
- At the end of this Agreement The Flinders Ranges Council aims to be able to be third party accredited in 75% of contestable field operations.

4. Training

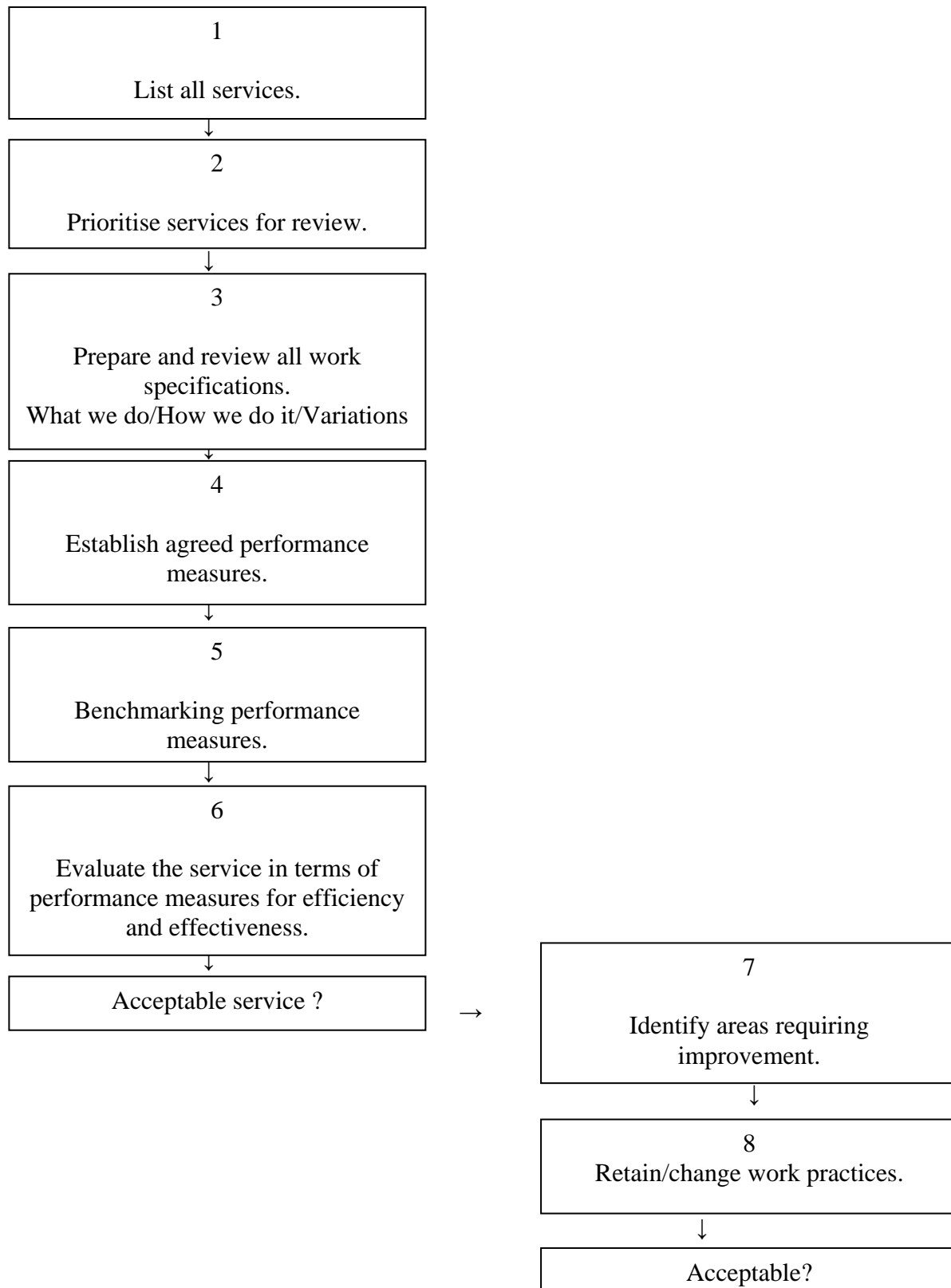
The parties recognise that the achievement of increased efficiency, productivity and contestability for Council requires that Employees effectively utilise the training provided to them and that training will be provided on the basis of appropriateness and identified needs.

Council has a commitment to the on-going training of its Employees and the development of a multi-skilled workforce, to ensure contestability.

The parties to this Agreement recognise that commitment to training and skill development is essential to increase the productivity and efficiency of the Council and to enhance career development of the Employees. The parties agree to consider and/or adopt applicable Standards in the development of training and skills' programs for the Employees.

Training will be organised and approved in accordance with the Council's Training and Development Policy.

CONTESTABILITY PROCESS MODEL



PROCESS STEPS

1. List All Services

1. List all of the functions/sections covering the workforce covered by Enterprise Agreement 7 -2011 including areas overlapping with other employees not covered by Enterprise Agreement 7 -2011.
2. List all the services provided within each Department/Section as identified in the Business Plan.
3. Identify any services currently not provided but which are being considered for provision or are opportunities.

2. Prioritise Services For Review

1. Identify/select services for review in conjunction with Business Plan, Council, Customer and legislative requirements.
2. List the services for review in order of priority using established criteria such as current contract due for renewal, service costs increasing, quality not meeting customer expectations etc.

3. Prepare And Review All Work Specifications i.e. What We Do/How We Do It/Variations

1. Train teams/identified Employees in task analysis and specification preparation and review.
2. Identify and define all key tasks undertaken, i.e. What are we actually providing the customer?
3. Identify and record how the tasks/processes are undertaken. i.e. Flow-chart and document the current processes.
4. Identify any key process variable, which impact on the provision of the service.
5. Identify any non-value adding activities within the system, which can be eliminated from the service provision.
6. Prepare or review specifications to ensure they are accurate, relevant and in line with customer expectations.

4. Establish Agreed Performance Measures

1. Train Employees in performance measurement and statistical methods relevant for contestability, ensuring consistency of approach throughout the organisation.
2. Train identified Employees in the use of statistical methods relevant to the management and reduction of variation.
3. Establish agreed performance measures which can be reported on and which are important in reducing variation in tasks within the services provided.
4. Ensure performance measures are relevant, able to be benchmarked, easily reported on and are relevant to the Business Plan.

5. Benchmarking Performance Measures

1. Train identified Employees in benchmarking.
2. Identify benchmarking partners from organisations with a similar service/function.
3. Select benchmarking partners after discussions with the relevant organisations.
4. Agree on benchmarking Code of Conduct.
5. Benchmark performance against benchmarking partners using key performance measures.
6. Report on benchmark findings.

6. Evaluate the Service In Terms Of Performance Measures for Efficiency and Effectiveness

1. Using benchmarking results, evaluate the service in terms of quality and performance measures.
2. Identify any significant variation to benchmarking partners and areas requiring improvements.
3. Investigate with benchmarking partners areas of apparent best practice not evident within the service results.

7. Identify Areas Requiring Improvement

1. Identify what changes can be made to the service, if necessary and consult with the relevant parties.
2. Document agreed changes to the specification.

8. Retrain/Change Work Practices

3. Retrain Employees in changing work practices.
4. Implement agreed changes.
5. Review the agreed changes in terms of benchmarking the key performance indicators.

CONTESTABILITY TERMS AND DEFINITIONS

Benchmarking

Benchmarking involves the use of indicators to measure performance against others. The whole purpose of benchmarking is to provide information, which can be used to either identify improvements to be made or to monitor progress in making improvements. Benchmarking:

- compares how you do something to how others do it;
- reveals the performance gaps you need to close;
- helps you find the best practices in your industry; and
- will help you become more competitive.

Business Plan

A Business Plan is a Management Plan for the business unit. It should establish the aims and objectives, review strengths and weaknesses, outline marketing and operational strategies of the unit.

Business Units

A Business Unit is an in-house Council owned service or work area that operates on commercial or business principles and within increased level of autonomy to compete both internally and externally for work.

Client

The Client (Purchaser) part of the organisation is responsible for identifying and monitoring community needs and for the financial and service performance of the organisation, but not necessarily the technical or practical delivery of services.

Competitive Tendering

Competitive Tendering is a process whereby costs of providing products or services of a set quality are compared with internal and external providers. This involves exposing inhouse terms to competition through an open tender process. In-house bids are submitted and assisted by the provider part of the organisation whilst the tender procedures are managed by the client part. Competitive Tendering involves the following key steps:

- document and review current service (including cost and quality);
- prepare a service specification and tender documentation;
- call for tenders (including a bid from in-house team);
- evaluate tenders in accordance with stated criteria and award the contract to the preferred (internal or external) contractor;
- manage the performance of the successful tender.

This is also called Market Testing.

Compulsory Competitive Tendering

Compulsory Competitive Tendering is when competitive tendering is made compulsory by legislation or when it is made compulsory to tender specific services.

Contestability

Contestability shall mean testing the services of the Council against the open market at set intervals to determine the efficiency and effectiveness of the service provided. If it is determined that an outside provider is able to provide a more efficient and effective service for Council's customers, Employees will be given the opportunity to match the service. If this is not possible Council may put the service out to tender.

Contracting Out/Outsourcing

Contracting Out is the process whereby Council invites tenders for the operation of a particular service in Council's operations, where the service is provided by an external party and Council oversees and retains overall control of the direction of the service. Council has the option at some future time to revert back to full operational responsibility.

Governance

Governance of democracy costs may be a part of the statutory obligations or a key aspect of 'Community Government' and would not be expected to be a part of the private sector contractor's role. Such costs may include:

- election of representatives of the community to Council;
- meeting costs of the Council, its Committees and Councillor representation at public functions conferences and meetings;
- Council strategic planning and policy making responsibilities, but not management meetings of specific services;
- any salaries and expenses of elected members;
- the Chief Executive Officer of the Council on matters associated with supporting Elected Members, planning, policy making and the representation role, but not management of services;
- Corporate Management may also provide advice and support to the governance role including some aspects of accounting, budgeting and annual reports;
- general information and publicity on the Council, but not its services;
- costs associated with employing staff, accommodation and administration required to service the operation of Council as described above.

Internal Service Agreement

An agreement between the in-house team and the Council to provide a defined service (annual cost and performance criteria) for a defined period.

Overheads

Costs which are not directly linked to the activity (project) but which are shared across all activities/projects to reflect the total cost of the provision of the service excluding the cost of governance.

Performance Measures

The criteria used to assess the efficiency and effectiveness of a service.

Service Specifications

A document which identifies the services to be provided, and which reflects the outcome desired from a service. The specification will describe the service that has to be provided and the standards that have to be met. It may cover outputs, time scales, processes, or inputs of resource. It sets out the roles and responsibilities of the contractor to the client, and also to service users. The purpose of the specification is to:

- provide a basis for a fair and competitive tendering process for the service;
- describe the required service;
- nominate the required performance levels; and
- provide a basis for negotiating a manageable performance contract with the successful tender

Transparency

Transparency means clear and fair processes, reporting lines and costing principles are used in Council's Contestability Process and that staff and all potential tenderers feel that they operate on a level playing field.