

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/363

TITLE: The Council of The City of Sydney Enterprise Agreement 2004

I.R.C. NO: IRC2/5828

DATE APPROVED/COMMENCEMENT: 16 October 2002

TERM: 25 months (18 November 2004)

**NEW AGREEMENT OR
VARIATION:** Variation

GAZETTAL REFERENCE: 24 January 2003

DATE TERMINATED:

NUMBER OF PAGES: 40

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of The Council of the City of Sydney who fall within the coverage of the City's Salaried and Wages Division Awards, Local Workplace Agreements and Enterprise Agreements

PARTIES: Council of the City of Sydney -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, 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, The Local Government Engineers' Association of New South Wales



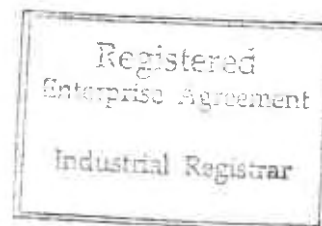
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1. PURPOSE OF THE AGREEMENT

- 1.1 This Agreement provides a basis for working together in achieving improved productive performance and customer service.
- 1.2 This Agreement also provides an opportunity for improved remuneration and employment security linked to productivity gains and the acquisition of new skills and knowledge.
- 1.3 The purpose of this Agreement is to allow the parties to continue the processes of change together to continually improve the quality, efficiency and productivity of the City, providing improved customer service.
- 1.4 This Agreement aims to achieve the following objectives:-
- To establish a positive direction for the future by working together.
 - To improve employee remuneration through achievements in productivity and performance management
 - To provide a flexible workforce and working arrangements to meet the needs of customers, employees and the City.
 - To increase employee satisfaction through continuously improving employee relations.
 - To develop employee skills which, in turn, will provide enhanced career opportunities and improved job satisfaction.
- 1.5 All parties to this Agreement recognise the importance of job security to City staff. The City accordingly accepts that, in accordance with the terms of this Agreement, it will not undertake any forced redundancies of City staff during the Agreement's term and will remain committed to maintaining appropriate staffing levels in its core business areas. The union parties in turn accept that the City's commitment to job security is premised on the continued cooperation of City staff and unions to ongoing productivity and workplace reform, including cooperation with the Business Planning Improvement Program. All parties will use their best endeavours to cooperate under the terms of this Agreement to ensure that job security of staff is maintained during the Agreement's term.



2. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- The Council of the City of Sydney
- The Local Government Engineers' Association of New South Wales
- The Environmental Health and Building Surveyors Association of New South Wales
- Federated Municipal and Shire the City Employees' Union of Australia New South Wales Division (MEU)
- Electrical Trades Union of Australia New South Wales Branch
- Automotive Foods Metal Engineering Printing Kindred Industries Union, New South Wales Branch

3. DURESS

- 3.1 This agreement was freely entered into, without duress, by all the parties who support and endorse the provisions contained herein.

4. INCIDENCE AND DURATION

- 4.1 This Agreement binds all employees of the City of Sydney who are covered by The City's Salaried and Wages Division Awards, Local Workplace Agreements and Enterprise Agreements.
- 4.2 This Agreement will not apply to senior staff (M2, M3) as determined by Council and as defined by the Local Government Act 1993. M3 senior staff who do not come within the Local Government Act definition may, by mutual agreement, vary their contract of employment so that all their terms and conditions of employment are governed by their contract (i.e. and this agreement will not apply). Senior staff will not be disadvantaged by this provision.
- 4.3 This Agreement shall operate until 18 November 2004 and will come into force on and from the date of registration.
- 4.4 This Agreement is to read and interpreted wholly in conjunction with The Council of the City of Sydney Wages / Salary Award 1998. This Agreement continues to regulate the terms and conditions of employment of employees, provided that where there is any inconsistency between this Agreement, the aforementioned Award and any other Enterprise Agreement, this Agreement shall prevail to the extent of any inconsistency.

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5. GLOSSARY OF TERMS

"communication"	the act or fact of communicating - the imparting or interchange of thoughts, opinions or information by speech, writing or signs
"consultation"	the act of consulting; conference - a meeting for deliberation
"good faith"	honesty of purpose or sincerity of declaration

6. DISPUTES AND GRIEVANCE RESOLUTION

- 6.1 The parties are strongly committed to consultation and joint problem solving.
- 6.2 To ensure that disputes and issues relating to the provisions of this Agreement do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the City's dispute resolution process as detailed below.
- 6.3 The following procedures are designed to assist management and employees to prevent or settle any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.
- 6.4 Whilst not seeking to preclude or affect the rights of any party to an industrial dispute from proceeding under the provisions of the New South Wales Industrial Relations Act 1996, or any Act replacing it, or to affect any obligation under an Act, the following procedures for settlement of grievances, complaints or disputes at the workplace shall be followed:-

Procedures to Resolve Workplace Grievances, Complaints or Disputes:

- 6.5 At all stages, work shall be performed as directed by the Council or its authorised representatives without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Award and relevant staff policies to enable an opportunity for the matter concerned to be resolved by negotiation in accordance with the following procedures.
- Step 1 If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) must discuss the matter with their immediate supervisor.
- Step 2 If the matter is not resolved immediately the Executive member concerned and the Manager Employee Services shall be advised at this stage by the supervisor or a more senior employee.

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- Step 3 If the matter is not resolved immediately, the Union Delegate concerned shall discuss any matter affecting the employee(s) she/he represents with the employee's supervisor when requested by the employee or the supervisor.
- Step 4 If the matter is still not resolved, the Executive member / Manager Employee Services shall notify the appropriate union official(s) of the matter concerned and shall arrange a conference of the parties concerned or affected.

To Assist The Expedious Resolution Of Disputes:

- 6.6 Procedures to be followed regarding matters of urgency raised at an organised meeting of the Unions are listed below:
- Step 1 The Manager Employee Services shall be informed by an official of the appropriate union(s) involved of the existence of the dispute
- Step 2 The Manager Employee Services shall then inform the Executive member concerned, and if need be, the General Manager.
- Step 3 If the matter should still remain unresolved, then the Manager Employee Services shall arrange a conference of the parties concerned or affected.

Direct Negotiations

- 6.7 Nothing contained in these procedures will preclude the Council or any of the unions concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

Industrial Relations Commission Assistance

- 6.8 At any stage of these proceedings, any Union(s) or Council may seek the assistance of an industrial tribunal. However, it is preferable that reasonable endeavours be made to resolve the matter in accordance with these procedures before seeking the assistance of a tribunal.

7. WORKPLACE CULTURE

- 7.1 The parties agree to work towards the removal of barriers and work practices that inhibit the achievement of best practice service delivery.
- 7.2 The City is an Equal Opportunity employer. The parties strive for a workplace free of discrimination where all employees are treated equitably and with respect. This involves the implementation of programs and policies to prevent discrimination and establishing strategies to overcome employment barriers and assist those who may be disadvantaged (eg. affirmative action programs, managing workplace diversity, workplace harassment).

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8. VALUES & CONDUCT

Customer Service

- 8.1 Respect for the individual is integral in all relationships between employees, the City and customers.

Teamwork

- 8.2 The City aims to be a team-based organisation. The parties agree to continue the work towards the establishment of workplace reform programs that may include self managed teams. This will require the parties to provide leadership, support and participation in all aspects of workplace change.

Rewards

- 8.3 It is agreed that the gains from improvements in productivity will result in improved customer service and these rewards will be shared between employees and the City.

Consultation and Negotiation

- 8.4 The parties agree to consult and negotiate in good faith and no party shall seek to take unfair advantage of the other.
- 8.5 The parties will consult jointly and endeavour to reach agreement with employees about issues and initiatives which affect the workplace and employees.

Council Policies

- 8.6 All staff are obliged to adhere to Council policies in the carrying out of their duties, unless the Council or the Lord Mayor allows otherwise, in writing, in specific circumstances.

Code of Conduct

- 8.7 All staff are obliged to adhere to the provisions of Council's formally adopted Code of Conduct.

9. CUSTOMER SERVICE

- 9.1 The parties are strongly committed to improving service to all our customers, including the implementation of and involvement in the Customer Service Program.
- 9.2 The parties agree that the level of customer satisfaction should be measured through regular assessment and monitoring.
- 9.3 The parties agree that the services provided by the City employees will respond to changing customer needs.

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10. WORKPLACE CHANGE

Skill Development

- 10.1 Employee participation and continuous learning are fundamental to the process of workplace change.
- 10.2 The parties agree to review current employees training programs, initiatives and policies which will involve the identification of skill requirements and implementation of programs to ensure these requirements are met.
- 10.3 The parties agree to establish a skills-based development program that focuses on what is expected of an employee in the workplace and enhances the ability of employees to transfer and apply skills and knowledge to new situations and environments in line with the City's business strategy.
- 10.4 The parties agree that the development of employee skills will be promoted through the performance management program.
- 10.5 The parties agree that the City and employees have a shared responsibility to develop skills and knowledge in pursuit of new and improved employment opportunities.
- 10.6 Employees will be encouraged to share their skills and learning. The transfer of knowledge is a key activity in achieving flexibility and removing demarcations and other barriers to higher productivity.

Consultation

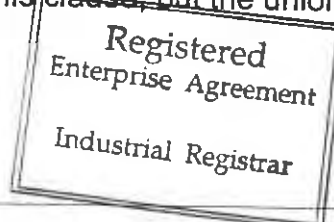
- 10.7 All proposals for change which affect employees will be discussed extensively between the parties before final decisions are made.
The concerns of employees will be considered in the planning process.
- 10.8 The parties will provide each other with the information they need to enable them to participate on an equal basis in discussions relating to organisational change.
- 10.9 Parties signature to this Agreement may meet in regards to matters related to this Agreement as requested by any of the signature parties.

11. LOCAL WORKPLACE AGREEMENTS

- 11.1 The parties agree to review operations at the workplace level on an ongoing basis, with the view to providing enhanced flexibility and efficiency.
- 11.2 Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency may be negotiated and implemented.

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- 11.3 A LWA may be negotiated to provide for different conditions of employment that are provided for in the City's Industrial Agreements and Awards. As an example a LWA may change issues relating to: hours of work, shiftwork, overtime, on call, meal breaks, and allowance payments.
- 11.4 A LWA may provide for different conditions of employment where the following requirements have been complied with:
- employees are not disadvantaged when the LWA is viewed as a whole;
 - the majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
 - the appropriate Union has been advised prior to commencement of discussions with the employees concerned;
 - the LWA is not contrary to any law or this Enterprise Agreement and does not jeopardise safety;
 - the hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the Industrial Relations Act;
 - the LWA will improve efficiency and/or customer service and/or job satisfaction.
- 11.5 LWAs will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.
- 11.6 LWAs may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- 11.7 LWA will be implemented on and from the date specified in the LWA following the agreement of relevant employees, where "agreement" means that a simple majority of union members covered by the LWA (i.e. 50% + 1) have voted in favour of it. The LWA shall be committed to in writing and include a date of operation and expiration. All union members will be given the opportunity to vote on a LWA. Any party may request a ballot for an LWA which will be conducted by an independent and impartial third party such as the state electoral office.
- 11.8 Subject to its rights under the Industrial Relations Act (NSW), the City will use all reasonable endeavours to negotiate with unions on LWAs and to seek that they be parties to all LWAs. The unions, in turn, will use all their reasonable endeavours to genuinely negotiate with the City to conclude LWAs. With respect to LWAs, all parties recognise and accept that the job security of relevant employees is contingent upon LWAs being negotiated and registered in a timely fashion, consistent with the productivity and efficiency requirements of the City. A union shall not therefore unreasonably prolong negotiations or unreasonably withhold its consent to the registration of a LWA. A union will be deemed to have unreasonably withheld its consent where, following a reasonable period of negotiation with the union, a majority of union members have voted, without duress, in favour of a LWA in accordance with this clause, but the union will not agree to its registration.



- 11.9 The parties acknowledge that the Redeployment and Redundancy Policy at Annexure A is based on the parties genuinely negotiating productivity and efficiency improvements through finalising LWAs. The Redeployment and Redundancy Policy (Annexure A) will not apply in respect to any redundancy and the Award provisions will apply where the Union or its members are not genuinely cooperating negotiating productivity and efficiency improvements. The Union will be notified in writing and given 7 days to rectify this non-cooperation. The Union may notify the Industrial Relations Commission of NSW of a dispute in relation to this notice within 7 days of its receipt. Mere failure of the union members to approve a LWA by vote does not necessarily constitute non-cooperation.
- 11.10 Notwithstanding anything in this clause the parties reserve their rights to raise matters before the Industrial Relations Commission of NSW to ensure commitment to this process.
- 11.11 Following implementation in accordance with clause 11.7 the LWA will be registered with the NSW Industrial Relations Commission.

12. BUSINESS PLANNING AND IMPROVEMENT PROGRAM

- 12.1 The Business Planning and Improvement Program has been established to improve the efficiency and productivity of the City's services.
- 12.2 The Business Planning Improvement Program involves a range of strategies that may be implemented during the term of this agreement, subject to the provisions of existing contracts, while this agreement remains in force.
- 12.3 The City is committed to ensuring that employees are well prepared for employment changes resulting from the Business Planning and Improvement Program.
- 12.4 Employees in activity areas subject to business planning improvement will be provided with specialist business support during the program.
- 12.5 Recognising that individual activity areas are at varying stages of business and organisational development, the business planning improvement strategies will vary to accommodate particular requirements.
- 12.6 It is acknowledged that the City in discussion with the parties will develop a timetable for the Business Planning and Improvement Program.
Consultation on issues and recommendations arising from the Business Planning and Improvement Program will be facilitated through a sub-committee of the Joint Consultative Committee (JCC).
- 12.7 It is agreed that Local Workplace Agreements will provide the framework within which workplace reforms will be undertaken by which the business unit / section will achieve its aims of improved competitiveness.
- 12.8 The City will consider any representations made by the Unions for work in Parks Maintenance and Property Maintenance on expiration of existing contracts.

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13. PERFORMANCE MANAGEMENT

- 13.1 The parties are committed to the development of employees to enhance their skills and knowledge which will in turn improve customer service, career path opportunities and job satisfaction.
- 13.2 Identify the development needs of employees and establish the on-going implementation of development plans. The parties agree to examine the possibility of developing a competency / performance management system for all wages employees where they have not been established in current Local Workplace Agreements (LWA).
- 13.3 The parties agree to negotiate reward mechanisms / incentives for individuals and teams based on improved productivity at the activity level (eg. through LWA) or more broadly defined organisational outcomes.
- 13.4 In negotiating these reward mechanisms / incentives the parties agree to develop and implement appropriate organisation wide performance measures as mechanisms which may deliver pay increases to all employees.
- 13.5 The parties agree to increase the range of the rating system for Council's Performance Management System to cover a range of 1% to 5% for staff who significantly exceed the expectations of their work requirements (i.e. outstanding performance). The Performance Management Policy will be amended accordingly in consultation with staff.
- 13.6 The parties agree that any performance payment resulting from the performance management system will only be made having regard to increases in pay (i.e. clauses 25.1, 25.2, 25.3) and other provisions in this agreement. There cannot be any double-dipping, (i.e. performance payments under this clause cannot be based on any productivity outcomes of this agreement). Performance payments can only be substantiated by additional factors which are not compensated for under this agreement.

14. LABOUR FLEXIBILITY

- 14.1 The parties, in consultation, recognise that staffing arrangements need to address service demands and these arrangements must be flexible to provide an efficient and effective level of service. To achieve this necessary flexibility, the City may require employees to transfer between divisions / functions as required.
- 14.2 The placement of employees in positions will be based on their experience, qualifications, skills, abilities and knowledge compared to job requirements. The placement of employees in positions where they do not meet the inherent job requirements of positions, training opportunities will be provided.
- 14.3 Employee transfers are limited to positions within the same salary band level of the employee to be transferred, such transfers will be made at the employee's existing rate of pay (ie. an employee's take home pay will not be reduced).

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- 14.4 The parties recognise that the City's commitment to labour flexibility, in a work environment of continuous improvement, may result in changes to jobs and functions. As this change occurs, employees may need to gain new skills and accept new responsibilities.
- 14.5 The parties recognise that employees need to be provided with a work environment in which they can participate willingly in the continuous improvement process. Accordingly, the City will provide a system of training to enable employees to perform competently and safely in new and changed roles.

15. MULTISKILLING

- 15.1 Multiskilling assists employees to increase their range of skills and maintains and improves efficient work performance.
- 15.2 The parties agree that multiskilling will involve the acquisition, addition and increasing of the level of task-related skills and knowledge that will enable employees to perform a wider range of tasks and functions.
- 15.3 Under these multiskilling arrangements skill acquisition may occur through: formal training courses; job rotations; secondments and transfers; on-the-job training; and external education.
- 15.4 The parties agree that the process of multiskilling will allow movement of employees between tasks and functions and mixing and regrouping of tasks and functions to the broadest extent.
- 15.5 The parties agree that the multiskilling process may be restricted in circumstances where:
- an employee is unable to safely learn and/or perform the tasks or functions; or
 - a employee does not possess a formal qualification and/or licence that is an essential requirement of the tasks or functions to be performed.
- 15.6 The parties agree that while the extent of multiskilling will be limited to the need for formal qualifications / licences and the impact of occupational health and safety requirements, this will not exclude the incidental and peripheral activities that may be associated with the particular kind of work involved.

16. OVERTIME LIMIT

- 16.1 This clause applies only to employees who are classified in Salary Band 6.
- 16.2 Where an employee is required to work additional hours on the weekend or public holidays on a regular basis due to the nature and circumstances of the position, the City is willing to consider the payment of these additional hours on a case by case basis.
- 16.3 If both parties agree the time in lieu provision, as provided by the Salary Division Awards is not appropriate, the employee may then request to be paid the additional hours as overtime as prescribed in the Salary Division Awards

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17. OCCUPATIONAL HEALTH AND SAFETY & REHABILITATION IN THE WORKPLACE

17.1 Occupational Health & Safety

- 17.1.1 The parties to this Award endorse an on-going commitment to the provision of a safe and healthy work environment, and will continue to work cooperatively through the Occupational Health and Safety (OH&S) Committee and other workplace consultative committees.
- 17.1.2 The City will continue to address hazards in the workplace through the implementation of an occupational health and safety plan which will identify, assess and control workplace hazards through consultation with employees and management.
- 17.1.3 The City will provide safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment and protective clothing provided safely and in the manner for which it is intended. Employees will carry out their work in accordance with safe systems of work as stipulated by their manager and Council OH&S policies and procedures.
- 17.1.4 The City and all employees will comply with OH&S legislation, codes of practice, Australian Standards and Council policies and procedures to ensure a safe & healthy workplace.
- 17.1.5 The parties to this Agreement are committed to resolving disputes over OH&S in accordance with the disputes settlement procedures of this Agreement.

17.2 Rehabilitation

- 17.2.1 The City will provide and resource a workplace based rehabilitation program and Rehabilitation Coordinator in accordance with WorkCover statutory requirements.
- 17.2.2 The City's Rehabilitation Program will ensure that rehabilitation commences as soon as practicable following injury or illness and will ensure that appropriate duties are provided to assist in an early return to work. Participation in a rehabilitation program will not prejudice an employee.
- 17.2.3 Employees are required to formally notify their supervisor of any injury or illness as soon as possible and must provide accurate information regarding their illness or injury. Employees must attend any medical or rehabilitation assessments and are required to cooperate with Council to facilitate the achievement of rehabilitation objectives for both themselves and their co-workers.

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18. REDEPLOYMENT / REDUNDANCY**General**

- 18.1 A redundancy situation occurs by reason not on account of any personal act or default of the employee or on any consideration peculiar to the employee, but because the City no longer requires the job performed by the employee to be continued by any employee of the City.
- 18.2 Employee entitlements in the case of redeployment and redundancy will be as detailed in this clause and will be in accordance with the City's Redundancy / Redeployment Policy (see Annexure A).

Redundancy

- 18.3 No forced redundancies will occur during the life of this Agreement except where an employee refuses an appropriate offer of redeployment.

Voluntary Redundancy

- 18.4 Voluntary redundancy is an option for employees in a redundancy situation who wish to leave the City's employ. Any employee considering voluntary redundancy will at their request be provided with counselling including financial advice. Further counselling is available upon request from their Union.

Transfer of Business Redundancy

- 18.5 Where an employee, who as a result of market testing, has elected to transfer their employment to an external contractor of the City's services, they will be entitled to redundancy provisions equivalent to those listed in the Employment Protection Regulation 1995 (New South Wales) or amendment.
- 18.6 An employee who has elected to transfer their employment to an external contractor of the City services may elect to return to the City's employ within the first 3 months of their employment with the external contractor. If the employee wishes to retain their continuity of employment and entitlements the employee must pay back their entire termination payment in full upon recommencement, unless other arrangements are agreed to prior to termination.

Redeployment

- 18.7 To prevent unnecessary loss of expertise, the City will explore redeployment options for persons in a redundancy situation who have declined an offer of voluntary redundancy and genuinely wish alternative employment within the City. In all instances, full consultation will be maintained with all affected parties.
- 18.8 The parties recognise that redeployment opportunities, in some circumstances, will be limited by the City's capacity to provide meaningful and appropriate employment to employees affected by organisational change.

- 18.9 Where an employee is declared a redeployee, the employee shall receive salary maintenance to the employee's substantive classification for the life of this Agreement (i.e. the employee's take home pay will not be reduced.)
- 18.10 If an employee who is declared a redeployee refuses to participate in the redeployment program they will only receive salary maintenance for a period of 6 months. After which time they will be counselled in accordance with the City's relevant policies.
- Note: For more information on the provisions detailed in this clause please refer to the City's Redundancy / Redeployment Policy (see Annexure A).

19. MATERNITY LEAVE & PARENTAL LEAVE

Maternity Leave

- 19.1 An employee who has completed 12 months continuous service and who produces a medical certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be entitled to:
- a) 14 weeks full pay or 28 weeks half pay from the date maternity leave commences;
 - b) resume work in the same or similar position on a full-time or part-time basis following return from maternity leave. Any part-time arrangement must be agreed between the employee and the City and must suit operational requirements.
- 19.2 Where the employee opts to resume employment on a part-time basis the employee shall provide at least 1 months written notice of their intention. A minimum 3 days / week shall be worked under any agreed part-time arrangement and the employee shall have the option of returning to full-time work by giving 3 months written notice of their intention in this regard.
- 19.3 To be entitled to this benefit, the employee will be required to sign a commitment of their intent to continue their employment with Council for a minimum 12 months on returning from paid maternity leave.
- 19.4 The employee will provide at least 10 weeks notice in advance of the expected date of delivery and the date on which she intends to commence maternity leave, the period of leave and the date the leave will end and details of any paternity leave to be taken by her spouse.
- 19.5 Other arrangements for maternity leave shall be in accordance with the Council's Maternity Leave Policy.

Parental Leave

- 19.6 The parties agree to discuss the issue of paid parental leave in the first 12 months of this agreement.

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20. SALARY SACRIFICE

- 20.1 The objective is to provide employees with a greater flexibility in the method of how they wish their annual salary to be paid. Salary sacrifice is the substitution of salary for non-salary benefits. This facility is provided on the basis that the total cost to the employer shall be no greater than the employee's current Award prescribed salary.
- 20.2 The parties have agreed to allow employees to salary sacrifice up to 30% of their total annual salary for the purpose of this clause.
- 20.3 The application of salary sacrifice to other work-related subject matters may be discussed and agreed during the term of this Agreement, but the City's agreement to any further application will be subject to Australian Taxation Office approval and cost neutrality to the City.
- 20.4 This provision is not compulsory on all employees. The employee may elect to utilise this provision.
- 20.5 To access this provision the employee must comply the following steps;
- a) organise the necessary financial arrangements themselves
 - b) provide all the necessary information and authorisation to Employee Services for processing
- 20.6 Please note the employee's total annual salary must equal their prescribed Award annual salary
- 20.7 In the event that changes in legislation, Income Tax Assessment Act determinations or rulings remove the Council's capacity to maintain the salary sacrifice arrangements offered to employees through this agreement, Council will be entitled to withdraw, or modify arrangements, from the salary sacrificing arrangements by giving notice to each affected employee.

21. PERFORMANCE INDICATORS AND WORKPLACE CHANGE INITIATIVES

- 21.1 The parties have agreed to develop Performance Indicators (PI's) to reflect:
- a reduction in the incidence of sick leave taken
 - a reduction in the lost time incidences
- 21.2 The agreed PI's and targets will be monitored and reviewed on a monthly basis and strategies and action plans developed, where appropriate, immediately following such reviews.
- 21.3 The established PI's may be amended by agreement during the term of this Agreement. Amendments may reflect adjustments of targets based on performance improvement or benchmarking activities, or alternatively removal of measures deemed at the time to be inappropriate or unnecessary.

22. BEREAVEMENT SUPPORT

- 22.1 To support an employee's family in the unfortunate event of the death of the employee, the City of Sydney will make a \$2,000 payment to the immediate family of the employee as soon as practicable after the death of the employee. This will be in addition to the employee's accrued entitlements.
- 22.2 The immediate family of an employee is defined under terms of the City of Sydney Wages / Salary Award 1998 for Family Care Leave.

23. LONG SERVICE LEAVE TRANSFER

- 23.1 This clause varies clause 44.2.3 of the City of Sydney Wages / Salary Award 1998 to the extent that an employee, who was previously eligible for long service leave with another Council, shall first accrue 3 years service with the City of Sydney before being eligible to physically claim leave of absence under the award provisions of long service leave.



24. TIMING AND QUANTUM OF PAY INCREASES

Increases in Rates of Pay

24.1 Stage 1

Employees covered by this Agreement have already received a 5% increase in current rates of pay effective from the commencement of the first pay period on or after 18 November 2001.

24.2 Stage 2

A guaranteed increase of 3% in current rates of pay. The effective date of this increase is the first pay period on or after 18 November 2002.

24.3 Stage 3

A guaranteed increase of 4% in current rates of pay. The effective date of this increase is the first pay period on or after 18 November 2003.

Additional Performance Bonus Payments

24.4 Sick Leave Taken

At 1 November of each year of this agreement, average sick leave taken will be measured and where the staff of the designated Units in Council have achieved an average sick leave taken per employee per year of:

- a) between 6 and 7 days each staff member of the Unit will be paid a bonus of \$200.
- b) between 5 and 6 days each staff member of the Unit will be paid a bonus of \$300.
- c) between 4 and 5 days each staff member of the Unit will be paid a bonus of \$400.
- d) less than 4 days each staff member of the Unit will be paid a bonus of \$500.

24.5 Reduction In Lost Time Injury Incidence

At 1 November of each year of this agreement, lost time incidents for Council over the preceding 12 months will be measured and the designated employees will be eligible for the following performance bonus payments:

- a) Between 16 and 25 incidents for the preceding 12 months
 - \$300 per Wages Division employee
 - \$100 per Salaried Division employee
- b) Between 11 and 15 incidents for the preceding 12 months
 - \$500 per Wages Division employee
 - \$200 per Salaried Division employee

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- c) Between than 6 and 10 incidents for the preceding 12 months
 - \$700 per Wages Division employee
 - \$300 per Salaried Division employee
- d) Less than 6 incidents for the preceding 12 months
 - \$900 per Wages Division employee
 - \$400 per Salaried Division employee

24.6 Effective date of payment for all Additional Performance Bonus Payments

The effective date for all performance bonus payments is the first full pay period for all staff on or after the date of achievement of the listed productivity indicators.

24.7 Payment of Additional Performance Bonus Payments

The parties have agreed that any such performance bonus payments in clauses 25.4 and 25.5 achieved as a result of this agreement:

- a) shall only be paid to employees who have been employed full-time or part-time for a period of 12 months prior to the productivity indicator being achieved; and
- b) shall only apply to staff paid less than Salary Band 7; and
- c) shall not be paid as increases to Award rates of pay; and
- d) shall be paid through the normal payroll process; and
- e) may be taken as a benefit where Payroll staff have been advised in writing; and
- f) will be made in the most tax effective manner possible and cost neutral to the Council of City of Sydney.

No Extra Claims

- 24.8 Unions and their members agree that no further claims will be made on the City for pay increases during the life of this Agreement.
- 24.9 Any pay increases arising from a State Wage Case during the life of this Agreement will be absorbed in the pay increases provided for under this Agreement.

25. NEXT AGREEMENT - COMMITMENT TO NEGOTIATE

- 25.1 The parties agree to commence negotiations with Unions and staff for the next Agreement from 1 March 2004 with the objective of finalising all negotiations by the expiry date of this agreement.

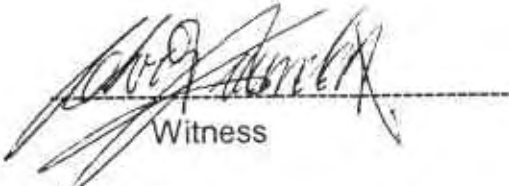


26. SIGNATORIES TO THE AGREEMENT

26.1 Listed below are the signatures of the parties that are bound to this agreement:

SIGNED on behalf of
THE COUNCIL OF THE CITY OF SYDNEY
in the presence of


} 
} _____
} General Manager



Witness

SIGNED on behalf of
FEDERATED MUNICIPAL AND
SHIRE COUNCIL EMPLOYEES
UNION; NEW SOUTH WALES
DIVISION
in the presence of

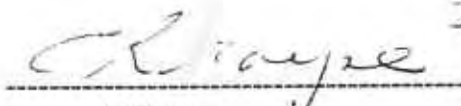
} 
} _____
} General Secretary



Witness

SIGNED on behalf of
AUTOMOTIVE, FOODS,
METALS, ENGINEERING,
PRINTING AND KINDRED
INDUSTRIES UNION
in the presence of

} 
} _____
} Asst. Secretary



Witness


JPO621319



SIGNED on behalf of }
THE ELECTRICAL TRADES }
UNION OF AUSTRALIA }
NEW SOUTH WALES BRANCH }
in the presence of }

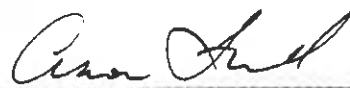


Secretary

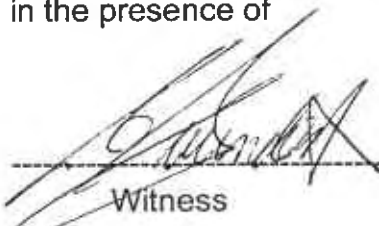


Witness

SIGNED on behalf of }
THE LOCAL GOVERNMENT }
ENGINEERS' ASSOCIATION, }
NEW SOUTH WALES BRANCH }
in the presence of }

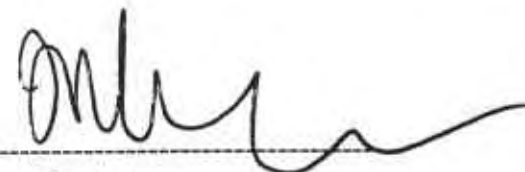


Industrial Officer 2.10.02

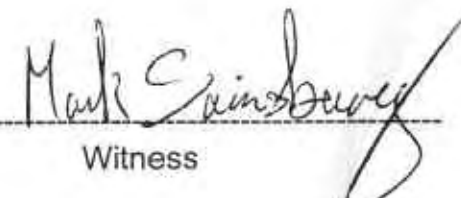


Witness

SIGNED on behalf of }
THE ENVIRONMENTAL }
HEALTH and BUILDING }
SURVEYORS ASSOCIATION }
of NEW SOUTH WALES }
in the presence of }



Secretary



Witness



COUNCIL of the CITY of SYDNEY

REDEPLOYMENT
AND
REDUNDANCY POLICY

Registered
Enterprise Agreement

Industrial Registrar

Prepared By: Employee Relations Unit – September 2002

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1.0 Policy Statements

The City of the City of Sydney is committed to structuring its organisation with regard to the impact of deregulation and competition. The City has embarked on a process of continuous improvement where the pace at which we need to improve dictates the need for a comprehensive redeployment and redundancy policy as part of an overall strategic response.

In reviewing the City's services, functions and activities to better reflect both current and future business requirements, this redeployment and redundancy policy becomes an integral element of a structured approach to bring about the improved management of the City's business and operations.

Decisions relating to employees affected by workplace changes will be based on professional management practice, systematic restructuring processes, merit, equity and performance management principles.

The policy will identify the:

- conditions under which redeployment and redundancy situations may arise;
- different types of redundancy situations that may occur;
- principles and guidelines for managing employees whose positions are no longer required;
- consultative arrangements;
- employee assistance and advice to be provided;
- redundancy entitlements for employees whose positions are no longer required.

2.0 Application of the Policy

2.1 This policy is being introduced for all permanent employees of the City. Contract staff may, by agreement, participate in the provisions of this policy.

2.2 Employees not eligible for the redeployment and redundancy provisions of this policy are:

- (i) employees engaged on a temporary or casual basis (as defined by the City's awards and policies);
- (ii) employees on workers' compensation whose claim has not been finalised;
- (iii) employees subject to disciplinary action on the grounds of misconduct or unsatisfactory performance.

- 2.3 Decisions relating to the redeployment and redundancy of employees will be made in consideration of business and operational needs at the time. Consistent with the City's reserved rights in relation to this policy, the City may by mutual agreement, specify a particular date of effect for either redeployment or redundancy action
- 2.4 Where future business or operational needs cannot be matched through employment growth in certain areas or by natural attrition, the parties reserve the right to re-negotiate and agree to vary this policy in respect of matters pertaining to redeployment, salary maintenance and offers of voluntary redundancy, if they are contemplated.

3.0 Policy Objectives

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In developing this policy, the City has sought to achieve:

- 3.1 A process whereby job security can be maintained; and
- 3.2 The provision of compensation for employees who choose to leave the City through voluntary redundancy; and
- 3.3 The principles to facilitate alternative employment opportunities for employees whose positions are no longer required and who have a genuine desire for alternative employment within the City; and
- 3.4 Provision for forced redundancy from the City where an employee refuses an appropriate offer of redeployment (refer to clause 5.2).

4.0 Identification and Management of Surplus Positions

- 4.1 A position becomes surplus to requirements when a decision is taken by the City that:
- it no longer requires the position; and
 - it is not due to the ordinary and customary turnover of labour; and
 - may result in the employee accepting voluntary redundancy or being redeployed.
- 4.2 Situations where positions are no longer required may arise in a number of circumstances, including where:

- (i) the City has ceased or significantly diminished operational requirements and as a result the activity/function will no longer be provided by the City; or
 - (ii) the number of staff exceeds that required for the efficient and economic operation of the City; or
 - (iii) a review or restructure of an area recommends a different structure that results in the area being abolished or identifies a need for a different workforce skills profile; or
 - (iv) staff cannot be used effectively because of technological or other changes in work methods, or changes in the nature, extent or organisation of the functions of the City.
- 4.4 Where a staff member occupies a position that is identified as surplus to requirements, the staff member and the relevant union will be advised of this in writing by the General Manager.
- 4.5 Where identified positions become surplus to requirements, persons occupying such positions may elect to either:
- apply for the City's voluntary redundancy package; or
 - participate in the City's redeployment and retraining program.
- 4.6 Where a position/s has been identified as surplus to requirements, the affected employee/s will be given four (4) weeks formal notice to lodge an application for the City's voluntary redundancy package.
- 4.7 Decisions to approve or reject an application for voluntary redundancy will be made by the General Manager having regard for operational requirements and redeployment considerations.
- 4.8 If the staff member elects not to accept voluntary redundancy, the City will commence an assessment of the staff member's skills, abilities, knowledge and additional training needs in comparison to employment opportunities available at the time.
- 4.9 This policy does not prevent either party from negotiating to meet an individual's needs where special circumstances arise.
- 4.10 Once a position has been identified as being surplus to requirements, the options available to employees must be explored as early as possible in accordance with the processes of this policy. The following sections outline the details of conditions appropriate to redundancy and redeployment.

5.0 Redundancy

For the purposes of this policy, three (3) categories of redundancy may apply. These are:

1. Voluntary redundancy
2. Forced Redundancy
3. Transfer of Business Redundancy



5.1 Voluntary Redundancy

- 5.1.1 An offer of voluntary redundancy will be made available to all genuinely affected employees, regardless of an individual's age or entitlement to any superannuation retirement benefit.
- 5.1.2 Voluntary redundancy is an option for employees whose positions have been identified as surplus to requirements and who wish to leave the City's employ. Voluntary redundancy may be targeted or result from redeployment action.
- 5.1.3 While this policy provides avenues by which employees may be selected for voluntary redundancy or elect to take voluntarily redundancy, it is noted that there is no automatic right to voluntary redundancy.
- 5.1.4 The City specifically reserves the right to reject applications for voluntary redundancy, having regard to its overall staffing requirements and the need to retain appropriate skills and expertise for the ongoing viability of the organisation.
- 5.1.5 Targeted Voluntary Redundancy
 - (i) Targeted voluntary redundancy may be offered to employees who become surplus to requirements where:
 - a facility is to close and or services or functions are to be transferred to an external contractor or discontinued; or
 - substantial restructuring is to, or has occurred within the City; or
 - where specific groups of employees possess skills and knowledge that may be no longer in demand.

- (ii) Where staff are requested to express interest in a program of targeted voluntary redundancy, the Executive Member will be required to certify the following:
- that the position is surplus to requirements; or
 - if this is not the case, that the skills required for the position exist elsewhere in the organisation and are readily available; or
 - if the position is surplus to requirements, the skills of the staff member are not needed elsewhere in the organisation.

(iii) Multiple Surplus Positions

The City has the right to refuse any application for voluntary redundancy. The ranking of volunteers from multiple surplus positions of a similar kind will be made on the basis of merit.

The City, in consultation with relevant unions, will rank volunteer employees in multiple positions identified as surplus to requirements, on the basis of merit through:

- (i) comparisons of the position descriptions, position selection criteria, experience, skills profile or equivalent and the conduct and performance (where appropriate) of affected employees; or
- (ii) the performance management system where an employee's conduct and performance has been assessed in accordance with the City's Performance Management Policy over a period of at least 12 months.

Employees who occupy positions that are to be declared surplus to requirements under these conditions will be given the opportunity to respond to the application of the selection criteria as applied to them.

Those employees whose skills / experience least match the requirements of the positions or who, on a comparative basis, have a lesser level of performance will be selected for voluntary redundancy and their positions made surplus to requirements.

5.1.6 Voluntary Redundancy Resulting from Redeployment Action

- (i) Voluntary redundancy may also result from redeployment action where positions have been identified as being surplus to requirements.



- (ii) Employees who occupied positions that have been identified as surplus to requirements will be offered voluntary redundancy in the first instance.
- (iii) Employees who elect to participate in the City's redeployment program will remain eligible to apply for voluntary redundancy at any time while placed in the program.
- (iv) Once a redeployee has been permanently appointed in an appropriate position, they will no longer be eligible to participate in the redeployment program or apply for voluntary redundancy.

5.1.7 Transfer of Redundancy Application (mix & match arrangements)

Where an employee, other than an employee occupying a position that has been identified as being surplus to requirements, wishes to apply for voluntary redundancy, the City may accept the voluntary redundancy application and allow redeployment of the employee identified for voluntary redundancy or redeployment. This shall only occur within the restrictions of clause 5.1.4.

5.1.8 The entitlement provisions for voluntary redundancy are outlined in Annexure A of this policy.

5.2 Forced Redundancy

5.2.1 Forced redundancy will only occur where an employee refuses to participate in the City's redeployment program.

5.2.2 Refusal to participate in the City's redeployment program may constitute any one of the following actions by a redeployee:

- (i) Declining a meaningful and appropriate offer of a substantive placement. A meaningful and appropriate substantive placement is one that:
 - a) the staff member is capable of performing, with eight weeks training, in a reasonable period of time; and
 - b) is equal to and no lower than two salary band levels below a redeployee's previous substantive position (applies to Salary Division only); and
 - c) has the same or better tenure as the position from which the staff member was redeployed.
- (ii) Refusing to actively participate in the agreed work skill development / redeployment program. This includes, but is not limited to:



- a) not accepting any short-term work placement or special assignment; or
 - b) not accepting direction under a work plan; or
 - c) not actively participating in identified on-the-job training; or
 - d) not actively participating in identified formal training.
- (iii) Failing to meet the City-wide standards expected of all employees as prescribed in the Personnel Management Manual and the Code of Conduct.
- (iv) Failing to meet the performance standards for the position / project in which the staff member is placed during the redeployment and retraining program.

5.2.3 The entitlements associated with forced redundancy differ from those associated with voluntary redundancy in as much as they will be a lesser entitlement. The entitlement provisions for forced redundancy are outlined in Annexure A.

5.3 Transfer of Business Redundancy

5.3.1 A transfer of business redundancy occurs where an employee elects to transfer their employment to an external contractor of the City's services.

5.3.2 Where an external contractor is successful and provision to transfer employees to the contractor are included in the tender, the employee(s) will have the following options:

- remain with the City and participate in the redeployment and retraining program;
- apply for voluntary redundancy;
- transfer their employment to the successful contractor where appropriate.

5.3.3 An employee who has elected to transfer their employment to an external contractor of the City services may elect to return to the City's employ within the first three (3) months of their employment with the external contractor.

5.3.4 If the employee wishes to return to the City's employ, the employee must pay back their entire termination payment (excluding annual leave) in full upon recommencement. This will enable the employee and the City to meet taxation obligations with regard to concessional tax provisions and to retain the employee's continuity of employment and entitlements.

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5.3.5 The employee entitlement for transfer of business redundancy will be equivalent to that listed in the New South Wales Employment Protection Act 1992 (or amendments) and is detailed in Annexure A.

5.4 The Basis for Calculating a Redundancy Entitlement

5.4.1 For the purpose of calculating any payment under the schedules contained in Annexure A, "weeks pay" means the ordinary time rate of pay for a week's work for the employee concerned except where an employee:

- (i) has been acting in a higher position for a continuous period of at least twelve (12) months immediately preceding the date which the employee's position was identified as surplus to requirements, the employee's "weeks pay" shall be derived from the employee's salary in such higher position at that date; or
- (ii) has been receiving an allowance (eg. shift allowance) for a continuous period of at least twelve (12) months immediately preceding the date on which the employee's position was identified as surplus to requirements, the weekly average amount of the allowance received during the twelve (12) month period shall be counted as part of "weeks pay".

5.4.2 For the purpose of calculating any payment under the schedules contained in Annexure A, "years of service" means completed full years of service as at the date the employee commenced employment with the City.

5.5 Re-employment and or Re-engagement of ex-the City Employees

5.5.1 Statement of Intent

As a means of legitimising situations where positions have been identified as surplus to requirements and or staff have elected to take voluntary redundancy, it is the City's intention not to re-employ anyone to perform the work of the redundant position or is it intended to re-open the position at a later date where a redundant ex-employee may be re-employed. To give effect to this intention the following provisions will apply.

5.5.2 the City employees who have separated due to redundancy, except for employees who have accepted a transfer of business redundancy entitlement under the conditions of clause 5.3.2, shall not be re-employed or engaged in any capacity within fifty two (52) weeks from their separation date.

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- 5.5.3 This clause applies equally to situations where individuals are employed or engaged on a permanent, casual, agency, consultancy or contract basis in respect of:
- a full-time or part-time employee occupying a position; or
 - company trust, partnership or sole trader where the ex-employee is a principal; or
 - an employee of a contractor, consultancy or agency which has a separate legal entity to the employee.
- 5.5.4 For all hiring and recruitment, the delegated officer is to certify that the person being hired did not separate from the City within fifty two (52) weeks from their separation date.
- 5.5.5 For all engagements of contractors or consultants, the engaging manager is to certify that the contractor or consultant performing the work or providing the services has not separated from the City within fifty two (52) weeks from their separation date. This should be verified by a written statement from the contracting or consultancy company or agency.
- 5.5.6 Exceptions to this requirement may only be approved by the General Manager and cannot be sub-delegated. Approvals require the Lord Mayor and the relevant union to be advised.
- 5.5.7 Where exceptions are approved, ex-employees will be made aware of their financial responsibilities with respect to superannuation and redundancy payments paid at concessional taxation rates.

6.0 Redeployment

- 6.1 Where an employee who occupies a position identified as surplus to requirements, and that person has not elected to take voluntary redundancy, the person will be declared a redeployee.
- 6.2 Redeployment is the mechanism through which an employee may be allocated meaningful work as a result of their previous position being identified as surplus to requirements.
- 6.3 To prevent unnecessary loss of expertise, the City will explore options for employees genuinely wishing alternative employment. In all instances, full consultation will be maintained with all affected parties.

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- 6.5 A declared redeployee will be required to cooperatively participate in the City's redeployment program. the City's primary objective in the redeployment process is to appoint the declared redeployee to a permanent position, consistent with the person's skills knowledge and ability, as soon as is practicably possible.
- 6.6 Where redeployment is an employee's preference, the City will assess an employee's suitability for participation in the redeployment program and will assign them tasks, responsibilities and training opportunities in accordance with the City's Redeployment and Redundancy Procedures.
- 6.7 In recognising that redeployment opportunities may be limited by the City's capacity to provide meaningful work, employees will have an obligation to:
- actively pursue development options; or
 - seek alternative placements; or
 - compete on merit for advertised positions of a higher level for which they may be capable; or
 - accept any reasonable offer of appropriate alternative work.
- 6.8 While the City will be taking all reasonable steps to secure a permanent position for redeployees, it may be necessary for employees to accept:
- corporate and operational project assignments; or
 - temporary positions; or
 - participate in re-training programs; and or
 - accept a position at a lower level to that which they previously held.

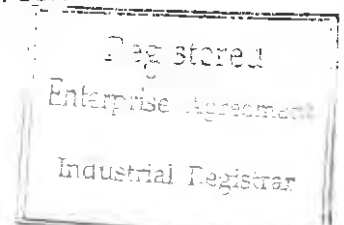
6.10 Corporate and Operational Project Assignments

Corporate and operational projects are short-term job assignments (up to 12 months) on specified work of fixed duration, where employment action would usually be for the duration of the project. Projects must have the approval of the Executive Member before assignment of redeployees.

6.11 Multiple Surplus Positions

Where there is a reduction in the number of similar positions at the same level in an area, managers, in consultation with relevant unions, will identify those positions surplus to requirements on the basis of merit through:

- (i) comparisons of the position descriptions, position selection criteria and skills profile or equivalent of affected employees; or



- (ii) the performance management system where an employee's conduct and performance has been assessed in accordance with the City's Performance Management Policy over a period of at least 12 months.

Employees who occupy positions that are to be declared surplus to requirements under these conditions will be given the opportunity to respond to the application of the selection criteria as applied to them.

Those employees whose skills least match the requirements of the positions or who, on a comparative basis, have a lesser level of performance will be made surplus to requirements.

6.12 Consultation

Where redeployment and retraining is the occupant's preference, the City will take all reasonable steps to secure such an outcome. The measures to find a suitable position will include full discussions with the individual on all available options across the organisation.

6.13 Salary Maintenance

6.13.1 Where an employee elects to participate in the City's redeployment program, the employee will retain the salary rate attached to their substantive position (ie. the position held immediately prior to being placed in the redeployment program) until the employee is permanently appointed to another position of equal job evaluation (salary band level).

6.13.2 Maintenance of a higher duties allowance for redeployees will be paid where, at date of redeployment, the redeployee has been employed continuously on higher duties in excess of twelve (12) months. In this case higher duties payment will continue as salary maintenance.

6.13.3 An employee's substantive position salary rate will include the payment of the following allowances only; shift allowances, supervisory allowances, tool allowances and multiskilling allowances. The inclusion of these allowances will only apply where the allowance was previously paid for a continuous period of at least twelve (12) months immediately preceding the date on which the employee's position was identified as surplus to requirements.

6.13.4 A redeployee who is placed in a position evaluated at a lower salary rate will continue to receive salary maintenance at their substantive position salary rate until the staff member is permanently appointed to another position of equal job evaluation (ie. salary band level). This provision will be maintained on a present occupant only basis.

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6.13.5 Refusing to Participate in a Redeployment Program

- (i) Any redeployee refusing to participate in the redeployment program will be counselled in accordance with the City's relevant policies.
- (ii) If an employee who is declared a redeployee refuses to participate in the redeployment program they will only receive salary maintenance for a period of six (6) months. This salary maintenance period will apply from the date an employee is declared a redeployee.
- (iii) Where a redeployee has been receiving salary maintenance in excess of six (6) months the forced redundancy provisions of this policy will apply after due process.

6.13.6 Redeployees receiving salary maintenance will be subject to formal performance-based advancement through the salary range of their substantively held position. Future pay adjustments will apply to the salary rate of the redeployee's previous substantive position. (ie. the position the employee held immediately before the position was declared surplus to requirements).

6.14 Preference in Job Vacancies for Redeployees

6.14.1 Internal relocation is to have preference over other methods of filling vacant positions subject to:

- the redeployee having a minimum skill level in respect of the requirements of the vacant position and the capacity to adequately perform the duties of the position with appropriate training, within an agreed time-frame; and
- the salary rate of the new position being no greater than the employee's previous substantive salary band allocation based on job evaluation.

6.14.2 The suitability of redeployment for a redeployee to a position will be subject to the employee's:

- qualifications, experience and skills; and
- salary level; and
- personal circumstances; and
- re-training if required.

6.14.3 When a redeployee is notified of a suitable position (either temporary or permanent), they shall be provided with information relevant to the position as determined by the City including job description, selection criteria, a suitable organisation chart and particulars of required re-

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training. A reasonable opportunity will be afforded the redeployee to obtain all other relevant information pertaining to the position.

6.14.4 Multiple Redeployees and Appointment

- (i) A redeployee will have preference for a vacant position prior to such a position being advertised, unless the redeployee is assessed as not competent for the job.
- (ii) If two or more redeployees are assessed as suitable for redeployment to a position (ie. temporary or permanent), the redeployee to be offered the appointment to the position will be determined in accordance with the City's merit-based selection procedures and practices.

6.14.5 Where a redeployee is not selected for a suitable position or project work in preference to another the City employee, the redeployee must be provided with a written statement from the Executive Member detailing why the redeployee is not reasonably capable of undertaking the required duties and functions given a reasonable settling in period and after receipt of necessary training.

6.14.6 An appointment of a redeployee to a suitable position shall not be subject to appeal.

6.15 Re-training

6.15.1 Where an employee, in the opinion of the City, can only be redeployed with appropriate training or is assessed by the City as being suitable for such training and is willing to undertake such necessary training the following provisions apply.

6.15.2 the City, in consultation with the redeployee will develop an appropriate training and agreed training plan.

6.15.3 Where a redeployee is not able to be placed immediately into a substantive position, re-training will be based on the following considerations:

- cost benefit assessment;
- likelihood of placement;
- the critical nature of the skills redeployees are being re-trained in;
- satisfactory work performance; and
- satisfactory completion of previous re-training or training undertaken.

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6.15.4 All necessary training will be at the expense of the City and where possible undertaken during normal working hours. Where such training must be undertaken outside the redeployee's normal working hours they shall be granted time in lieu for the prescribed course hours.

6.15.5 At any time during the training period the redeployee will be entitled to preferential appointment to a suitable position which would not require re-training.

6.15.6 An employee who requires re-training will occupy the position in an acting capacity during the period of re-training.

6.15.7 While the City recognises its role in providing re-training for redeployees, there is no automatic right of access to formal training at the City's expense.

6.15.8 Where retraining has been deemed necessary for an effective redeployment outcome, the redeployee must satisfactorily complete all training requirements before permanent appointment will be considered.

6.16 Contract Staff

6.16.1 For the purpose of this policy, "contract staff" are those employees who are employed under the terms and conditions of the City's Contract Employment Policy and whose salary is linked to the City's awards.

6.16.2 Consistent with this policy and the redeployment and redundancy procedures, a contract staff member may apply for voluntary redundancy at any time.

6.16.3 Employee's Duties and Responsibilities

(i) In the event of workplace change initiatives (eg. restructuring, competitive tendering etc.) the employee's services can be utilised in a similar role or capacity where there is no loss in the employee's salary.

(ii) The duties and responsibilities of an employee who is employed under the terms and conditions of a written fixed-term contract may be varied. The variation will be by agreement, in writing, between the City and the employee. Such an agreement is not to be unreasonably withheld by either party.

6.16.4 Termination of Contract

The termination provisions of the Contract of Employment will prevail if the employee's services cannot be utilised in a similar role or capacity without loss of salary by the employee.

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7.0 Employee Assistance & Counselling

- 7.1 The City will assist employees faced with redeployment. This assistance will aim to inform employees of their full range of options as a consequence of their position becoming surplus to requirements.
- 7.2 In addition, employees who accept voluntary redundancy or elect to participate in the City's redeployment and retraining program will be entitled to assistance and information which may include:
- (i) stress management counselling;
 - (ii) vocational counselling which may include career transition, retraining opportunities and occupational information;
 - (iii) information on programs to upgrade skills or acquire new skills;
 - (iv) financial counselling on matters associated with taxation, superannuation and financial management;
 - (v) assistance with job search, resume preparation and interview skills.

8.0 Consultation

- 8.1 This policy recognises the right of unions to represent the interests of employees through consultation and or negotiation with the City in the process of implementing workplace change proposals.
- 8.2 Where identified positions become surplus to requirements the following consultative arrangements will apply to facilitate an effective outcome:
- (i) the City will advise the relevant union, and the occupant of the position that has been identified as surplus to requirements.
 - (ii) the City will provide all relevant information to the appropriate union and will include classification, work location and details of the employee concerned.
 - (iii) the City and union discussions will include background information to the surplus staffing situation and measures, if any, which could reduce the incidence of employees becoming surplus to requirements.
 - (iv) On consulting with the relevant union and affected employees, occupants of positions deemed surplus to requirements will be advised of redundancy and redeployment and retraining options and the employee's preferences in this regard will be sought.

ANNEXURE A

Benefits for each of the three (3) redundancy options available to staff under the terms and conditions of this policy are as follows:

1. VOLUNTARY REDUNDANCY

SCHEDULE	WEEKS
termination pay in lieu of notice	4
job search allowance	10
4 weeks pay per years of service for the first 5 years	20 (maximum)
2 weeks pay per year of service thereafter	18 (maximum)
Maximum available	52 weeks

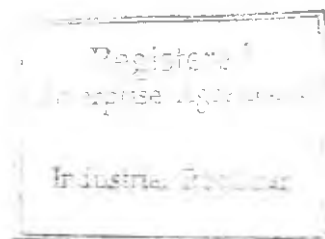
- Sick leave accrual prior to 14 February 1993 will be paid out to a maximum of 14 weeks.
- Gratuity entitlements, as per the Award, will be paid out.
- Out-placement services up to a value of \$3,000 per person will be provided, where requested.

2. FORCED REDUNDANCY

This provision will only be applied in relation to clause 5.2.

Forced redundancy payments will be based on the voluntary redundancy benefits except for:

- the 10 week job search provision will not apply;
- the maximum weeks available will be limited to 42 weeks;
- no out-placement services will be offered.



3. TRANSFER OF BUSINESS REDUNDANCY

THE EMPLOYMENT PROTECTION REGULATION 1995
(NEW SOUTH WALES)

SCHEDULE 1 - SCALE OF SEVERANCE PAYMENTS:

length of continuous service by employee	rate for calculation of amount of severance payment	
	if employees less than 45 years of age	if employee over 45 years of age
less than 1 year	nil	nil
1 year & more but less than 2 years	4 weeks pay	5 weeks pay
2 years & more but less than 3 years	7 weeks pay	8.75 weeks pay
3 years & more but less than 4 years	10 weeks pay	12.5 weeks pay
4 years & more but less than 5 years	12 weeks pay	15 weeks pay
5 years & more but less than 6 years	14 weeks pay	17.5 weeks pay
6 years & more	16 weeks pay	20 weeks pay

NOTE:

- Gratuity entitlements, as per the Award, will be paid out.
- No other payments will be made.

