

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA10/18

TITLE: The City of Sydney Enterprise Agreement 2010

I.R.C. NO: IRC10/255

DATE APPROVED/COMMENCEMENT: 12 April 2010 / 10 April 2010

TERM: 27

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/363.

GAZETTAL REFERENCE: 25 June 2010

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees (not apply to senior employees of DLG Contracts) employed by The Council of the City of Sydney, located at Town Hall House, Sydney NSW 2000, who fall within the coverage of the following awards: Local Government (State) Award 2007, The City of Sydney Wages/Salary Award 2010, South Sydney City Council Wages Staff Award 2010, and the South Sydney City Council Salaried Officers Award 2010.

PARTIES: Council of the City of Sydney -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales

Exh A

**The City of
Sydney**

**Enterprise
Agreement
2010**



INDEX

Clause No.	Title	Page No.
Part 1	General	3
1	Title	3
2	Parties Bound	3
3	Incidence and Duration	3
4	Leave reserved and No Extra Claims	4
5	Values and Conduct	4
6	Workplace Change	5
7	Local Workplace Agreements	6
8	Performance Management	7
9	Labour Flexibility	7
10	Skills Development and Workplace Training	8
11	OHS and Rehabilitation in the Workplace	8
12	Equal Opportunity	9
13	Parental Leave	9
14	Long Service Leave	10
15	Bereavement Support	11
16	Overtime Limit	11
17	Timing and quantum of Pay Increases (including Additional Performance Bonus Payments)	11
18	Redeployment and Redundancy	13
19	Disputes and Grievance Resolution	14
20	Signatories	15
Annexure A	Redeployment and Redundancy Policy	

PART 1 - GENERAL

1. Title

This Agreement will be known as the City of Sydney Enterprise Agreement 2010 (**Agreement**).

2. Parties Bound

- 2.1 This Agreement will be binding according to its terms on:
- (i) The Council of the City of Sydney (City);
 - (ii) The Local Government Engineers' Association of New South Wales;
 - (iii) The Development and Environmental Professionals' Association;
 - (iv) New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; and
 - (v) All employees of the City employed under the following awards:
 - a. Local Government (State) Award 2007, as amended;
 - b. The City of Sydney Wages / Salary Award 2010, as amended;
 - c. South Sydney City Council Wages Staff Award 2010, as amended;
 - d. South Sydney City Council Salaried Officers Award 2010, as amended.

3. Incidence and Duration

- 3.1 This Agreement binds the parties identified in Clause 2 of this Agreement.
- 3.2 This Agreement does not apply to senior employees on DLG Contracts as determined by the City and as defined by the Local Government Act 1993 (NSW).
- 3.3 This Agreement operates on and from 10 April 2010 and continues to operate for a nominal term of three years.
- 3.4 This Agreement supersedes and replaces in entirety the following Agreements:
- (i) The Council of the City of Sydney Enterprise Agreement 2004
- 3.5 This Agreement is to be read and interpreted wholly in conjunction with:
- (i) Local Government (State) Award 2007, as amended;
 - (ii) The City of Sydney Wages / Salary Award 2010, as amended;
 - (iii) South Sydney City Council Wages Staff Award 2010, as amended;

(iv) South Sydney City Council Salaried Officers Award 2010, as amended.

- 3.6 Where there is any inconsistency between this Agreement and one or more of the aforementioned Awards, this Agreement prevails to the extent of any inconsistency.

4. Leave Reserved and No Extra Claims

Leave Reserved

- 4.1 Leave is reserved to the parties to negotiate to vary Skills Development and Workplace Training Arrangements in Clause 10.
- 4.2 Leave is reserved to the parties to negotiate to vary Additional Performance Bonus Payments – Reduction in Lost time Injury Incidence – Clause 17.2.

No Extra Claims

- 4.3 Unions and their members agree that no further claims will be made on the City for pay increases during the life of this Agreement.
- 4.4 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.

5. Values and Conduct

Teamwork

- 5.1 The City aims to be a team based organisation. The parties to this Agreement agree that they will continually work toward the establishment of workplace reform programs that may include self managed teams. The parties are required to provide leadership, support and participation in all aspects of workplace change.

Consultation & Negotiation

- 5.2 The parties agree to consult and negotiate in good faith and no party will seek to take unfair advantage of the other.
- 5.3 The parties will consult jointly and will make reasonable compromises in order to reach agreement about issues and initiatives which affect the workplace.

City Policies

- 5.4 Unless the City or Lord Mayor otherwise authorises in writing, City employees are required to comply with the City's policies when performing their position duties.

Code of Conduct

- 5.5 City employees are required to comply with the terms and conditions of the City's Code of Conduct.

6. Workplace Change

Employee Consultation

- 6.1 Where the City proposes to implement changes to the workplace that will significantly affect a group of employees ("affected employees") those changes will be discussed with the affected employees and the appropriate Unions before a final decision is reached by the City to implement the changes.
- 6.2 The parties to consultation on workplace changes will provide each other with all the information which may be needed to enable participation in discussions about workplace change on an equal basis.

Employee Representatives

- 6.3 Affected employees may nominate an employee representative of their choice, as defined below, to represent them in consultations with the City and/or the Unions.
- 6.4 For the purposes of this Agreement, "employee representative" means an employee of the City, covered by this Agreement, nominated by an affected employee(s) of the City from time to time.
- 6.5 With written notification given to the City, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.
- 6.6 Employee representatives may also be granted leave of absence with pay to undertake training of up to 3 days on the following conditions:
- (i) the content of the training will enhance their role in carrying out representational functions under this Agreement; and
 - (ii) the City's operating requirements permit the granting of the leave and are subject to the normal leave approval process.

- 6.7 While the City provides employee representatives access to the City's electronic mail system for the purposes of carrying out functions under this Agreement, Information Technology policies apply to all users of the City's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.
- 6.8 Employee representatives may, with the approval of the City, hold meetings with the affected employees on the premises of the City at times and locations agreed between the employee representative and the City, provided that adequate notice is given to the City of the intention to hold such meeting and the location thereof, and that such meetings are not held during working hours.

7. Local Workplace Agreements

- 7.1 Site specific Local Workplace Agreements (LWA) may be negotiated and implemented to provide improved flexibility and efficiency to a group or groups of employees.
- 7.2 LWAs may provide for different conditions of employment to those provided for by the City's Industrial Agreements and Awards. For example, parties to an LWA may agree to specific terms and conditions in respect of hours of work, shift work, overtime, on call, meal breaks, and allowance payments which take into account the nature of the work performed by the employees who are party to the LWA.
- 7.3 An LWA may only provide for different conditions of employment where the following requirements are met:
- (i) The appropriate Union is notified and provided with a copy of the proposed LWA prior to the City discussing the LWA with the employees it will cover;
 - (ii) The Union is given a reasonable opportunity to participate in discussions leading to the implementation of the LWA;
 - (iii) The LWA is not contrary to any law or this Agreement and does not jeopardise employee safety;
 - (iv) The hours of work provided for by the LWA do not exceed the maximum number of ordinary hours allowed under the Industrial Relations Act 1996 (NSW);
 - (v) The LWA is likely to improve efficiency, customer service and/or job satisfaction;
 - (vi) The LWA, when viewed as a whole, provides for conditions of employment which are no less advantageous than the conditions of employment that would otherwise apply;

- (vii) The majority of employees agree to be bound by the LWA;
- 7.4 LWAs commence on the date specified in the LWA and have a nominal term of 1 year
- 7.5 LWAs must be approved by agreement. The following conditions apply:
- (i) "Agreement" means that a majority of union members covered by the LWA (i.e. 50% + 1) have voted in favour of it.
 - (ii) All union members must be given the opportunity to vote.
 - (ii) Any party to the LWA may request that the vote be conducted by ballot and by an independent and impartial third party, such as the State Electoral Office.
- 7.6 Existing Award terms and conditions will continue to apply to the relevant employees' employment unless expressly varied by the LWA.
- 7.7 Subject to its rights under the Industrial Relations Act 1996 (NSW), the City will use all reasonable endeavours to negotiate with Unions on LWAs and to include them as parties to the Agreement. The Unions, in turn, will use all their reasonable endeavours to genuinely negotiate with the City in respect of the terms of the LWA, with a view to voting on the LWA as expeditiously as possible.
- 7.8 Unions must not unreasonably prolong negotiations or unreasonably withhold consent to the registration of an 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 the LWA in accordance with this clause, but the union will not agree to its registration.
- 7.9 LWAs which are approved will be registered with the NSW Industrial Relations Commission.

8. Performance Management

Reward Mechanisms/Incentives

- 8.1 The parties agree to negotiate reward mechanisms/incentives for individuals and teams based on improved productivity at the activity level (eg. through an LWA) or more broadly defined organisational outcomes.
- 8.2 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.

9. Labour Flexibility

- 9.1 The parties to this Agreement agree that to provide an efficient and effective level of service staffing arrangements must continually address service demands and employees must be flexible to the City's requests to perform additional or other duties as necessary.
- 9.2 To meet service demands, from time to time, the City may require employees to transfer between divisions/positions within the same salary band or level.
- 9.3 The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.
- 9.4 An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the City if they believe they are unable or unqualified to meet a position's job requirements.
- 9.5 Transferring employees will receive their existing rate of pay (i.e. the employee's take home pay will not be reduced).
- 9.6 Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- 9.7 Where prior written approval is given, the City will bear the costs associated with any training which the employee is requested or required to undertake.

10. Skills Development and Workplace Training

Skills Development

- 10.1 The parties to this Agreement agree to review current employee training programs, initiatives and policies by identifying skill requirements and implementing or revising existing programs to ensure these requirements are met.
- 10.2 Skills based development programs will be designed in a way that assists employees to improve and build upon their existing skills and knowledge so that they may be engaged to work in new situations and environments. The development of skills may also be promoted through performance management programs.

- 10.3 The parties to this Agreement agree that the City and its employees are mutually responsible for skills development and further learning with a view to employees' achieving new and improved employment opportunities.
- 10.4 Employees are encouraged to share their skills and learning, as appropriate, and assist, wherever possible, in the skills development of their colleagues.

Training Arrangements

- 10.5 Skills acquisition may occur through formal training courses, job rotations, secondments and transfers, on the job training and external education.
- 10.6 The parties agree that in the interests of skills acquisition the City may move employees between tasks and functions and may mix and regroup tasks and functions to a broad extent.
- 10.7 The parties agree that skills acquisition may be restricted in circumstances where:
- (i) An employee is unable to safely learn and/or perform the tasks or functions;
 - (ii) An employee does not possess a formal qualification and/or license that is an essential prerequisite to performing the tasks or functions.

11. Occupational Health & Safety & Rehabilitation in the Workplace

Occupational Health & Safety

- 11.1 The parties to this Agreement acknowledge that they are mutually responsible for providing a safe and health work environment. The parties will work co-operatively through the Occupational Health & Safety (OHS) Committee and other workplace consultative committees to ensure that employees may carry out their work free from the risk of injury or harm.
- 11.2 The City will continuously address hazards in the workplace through implementation of OHS Plans which may be added to or amended from time to time. OHS Plans will be used to identify, assess and control workplace hazards through consultation with employees and management.
- 11.3 The City will put in place and/or instruct employees on 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.

- 11.4 Employees who identify potential risks or hazards must immediately report the risk or hazard to the OHS Committee.

Rehabilitation

- 11.5 The City will provide and resource a workplace based rehabilitation program and rehabilitation co-ordinator in accordance with WorkCover statutory requirements.
- 11.6 The City's rehabilitation program will ensure that rehabilitation is commenced 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.
- 11.7 Employees are required to formally notify their supervisor of any injury or illness as soon as possible. Employees must attend any medical or rehabilitation assessments required by the City and must cooperate with the City's directions in respect of the Rehabilitation Program.

12. Equal Opportunity

- 12.1 From time to time, the City may implement and revise policies on employment equity and diversity and the prevention and appropriate management of grievances, bullying, harassment and discrimination. These policies assist the City and the City community to meet the legal obligations under the applicable state and federal laws.
- 12.2 Without limiting anything prohibited by statute, the parties to this Agreement agree that they will not engage in any form of direct or indirect discriminatory conduct and will treat all City management, City employees, and customers and clients of the City equitably and with respect.

13. Parental Leave

Parental Leave

- 13.1 An employee's full parental leave entitlements are in accordance with the relevant legislation and the City's Parental Leave Policy.

Paid Maternity Leave

- 13.2 A female employee who has completed 12 months continuous service and who meets statutory notice and evidence requirements is entitled to 18 weeks paid maternity leave on full pay or 36 weeks maternity leave on half pay from the date maternity leave commences.

Paid Paternity or Partner Leave

- 13.3 An employee who has completed 12 months continuous service and who meets the statutory notice and evidence requirements is entitled to 2 weeks paid paternity or partner leave on full pay or 4 weeks paid paternity or partner leave on half pay from the time of birth.
- 13.4 An employee who is entitled to paid paternity or partner leave under this part is entitled to an additional 4 weeks paid paternity or partner leave on full pay or 8 week paid paternity or partner leave on half pay if they are the primary care giver. The City may make payment under this sub-clause conditional on the employee providing evidence that would satisfy a reasonable person that the employee is the primary caregiver.

Paid Adoption Leave

- 13.5 An employee who has completed 12 months continuous service and who meets statutory notice and evidence requirements is entitled to 18 weeks paid adoption leave on full pay or 36 weeks paid adoption leave on half pay from the date of adoption to become the primary caregiver of a child under the age of 5 years.

Return from Parental Leave

- 13.6 At the expiration of an authorised period of parental leave, an employee is entitled to return their pre-parental leave position, or, if that position no longer exists, to an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.
- 13.7 The employee may request to return to work on a part time basis. A request to return to work on a part time basis must be in writing and provided to the City at least four weeks before the employee's return to work date.

14. Long Service Leave

- 14.1 Employees who are covered by this Agreement are entitled to take Long Service Leave on completing five years continuous service with the City.
- 14.2 Arrangements for requesting and taking Long Service Leave will be made in accordance with the applicable Statute or Award.

15. Bereavement Support

- 15.1 Sub-Clauses 15.2 and 15.3, below, do not apply to employees whose terms of employment are contained in the South Sydney City Council Wages Staff Award, 2010, as amended, the South Sydney City Council Salaried Officers Award 2010, as amended or the Local Government (State) Award 2007, as amended;
- 15.2 To support an employee's family in the event of the employee's death, the City of Sydney will make a \$2,000 payment to the employee's immediate family as soon as practicable after the City becomes aware of the death. This payment is in addition to any other accrued entitlements payable to the employee's family.
- 15.3 The immediate family of an employee is defined under the terms of the City of Sydney Wages / Salary Award 2010, Personal Carer's Leave.
- 15.4 Inclusive of applicable Award entitlements, an employee will be entitled to five (5) days paid leave following the death of a parent (including foster and step-parent), spouse (including de-facto partner and same sex partner) or child (including step and foster child) and two (2) days paid leave following the death of any other family member as defined in the relevant Award.

16. Overtime Limit

This clause applies only to employees at Salary Band 6 in accordance with , The City of Sydney Wages / Salary Award 2010, as amended.

- 16.1 Where an employee is required to work additional hours on the weekend or on public holidays on a regular and systematic basis in order to meet service demands, the City will consider payment of these additional hours on a case by case basis.
- 16.2 If both the City and the relevant employee agree that it is impractical for the employee to be compensated through time off in lieu of overtime, the employee may make a written request to the Manager, Human Resources Operations, to be paid for the additional hours worked at overtime rates in accordance with the applicable Award.

17. Timing and Quantum of Pay Increases (and Additional Performance Bonus Payments)
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Pay Increases

- 17.1 For the term of this Agreement, the following increases will apply to the pay rates and allowances contained in The City of Sydney Wages /

Salary Award 2010, the South Sydney City Council Wages Staff Award 2010, the South Sydney City Council Salaried Officers Award 2010, and to the base rates of pay of those employees of the Council employed under the terms and provisions of the Local Government (State) Award 2007, as amended

- (i) 3.4% at 18 July 2010;
- (ii) 3.4% at 18 July 2011.

Additional Performance Bonus Payments – Reduction in Lost Time Injury Incidence

- 17.2.1 At the 12 month anniversary of the commencement of this agreement (in accordance with Clause 3.3), lost time incidents for Council over the preceding 12 full months will be measured and the designated employees will be eligible for the following bonus payments:
1. Between 16 and 25 incidents for the preceding 12 months
 - \$300 per Wages Division employee
 - \$100 per Salaried Division employee
 2. Between 11 and 15 incidents for the preceding 12 months
 - \$500 per Wages Division employee
 - \$200 per Salaried Division employee
 3. Between 6 and 10 incidents for the preceding 12 months
 - \$700 per Wages Division employee
 - \$300 per Salaried division employee
 4. Less than 6 incidents for the preceding 12 months
 - \$900 per Wages Division employee
 - \$400 per Salaried Division employee

Effective date of payment for additional performance bonus payments

- 17.2.2 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 indicator.

Payment of additional performance bonus payments

- 17.2.3 The parties have agreed that any such performance bonus payment in clause 17.2.1 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.

18. Redeployment and Redundancy

General

- 18.1 This Clause applies to only to employees engaged under the terms of the City of Sydney Wages / Salary Award 2010, as amended.
- 18.2 A redundancy will arise where the City no longer requires the job performed by an employee to be performed by the employee or by anyone.
- 18.3 Employee entitlements in the case of redundancy will be as detailed in this clause and will be in accordance with any applicable Award and the City's Redundancy / Redeployment Policy (see Annexure A).

Transfer of Business Redundancy

- 18.4 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, the employee will be entitled to redundancy provisions equivalent to those listed in the Employment Protection Regulation 2001 (New South Wales) or amendment.
- 18.5 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

- 18.6 Prior to making an employee redundant, the City will determine whether there are any other available positions with the City which the employee is qualified to fill. In the event that there is an available position the employee will be given the opportunity to either:

- (i) Accept the position; in which case a redundancy does not arise and continuity of service is preserved;
 - (ii) Reject the position; in which case a redundancy will arise.
- 18.7 If an employee to be made redundant is offered an available position with the City which involves substantially the same duties and is on substantially the same terms as the employee's original position, the employee will not be entitled to receive any payment for redundancy in the event the employee rejects the position.
- 18.8 Where an employee is redeployed, the employee will 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.)
- 18.9 This Clause 18 is to be read subject to the City's Redundancy / Redeployment Policy and in the event of any inconsistency the Redundancy/Redeployment Policy will prevail.

19. Disputes and Grievance Resolution
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- 19.1 The parties to this Agreement are committed to resolving disputes and grievances through co-operative consultation with one another and joint problem solving.
- 19.2 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 under this clause.
- 19.3 The dispute resolution process must be entered into by the parties to this Agreement with the intention of preventing or settling 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.

Procedures to Resolve Workplace Grievances, Complaints or Disputes (The Dispute Resolution Process)

- 19.4 At all stages of the Dispute Resolution Process employees will continue to perform work for the City as directed by the City or its authorized representatives, without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Agreement and any relevant City policies. The procedure to be followed is as follows:

Step 1 If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) concerned and/or

any employee representative must meet to discuss the matter with the employee(s) immediate supervisor. The employee(s) supervisor will listen carefully to the employee(s) concerns and together the parties will try to resolve the dispute.

Step 2 If the supervisor and employee(s) (and/or their representatives) are unable to resolve the dispute or it is not appropriate that the supervisor deal with the dispute, the dispute must be referred to senior management. Senior management will listen to the employee(s) concerns and either resolve the dispute or refer the matter to more senior management.

Step 3 More senior management will listen to the employee(s) (and/or their representatives) and attempt to resolve the dispute. It is either resolved or referred to an independent body.

Step 4 If more senior management and the employee(s) are unable to resolve the dispute an independent conciliator or mediator will assist to resolve the dispute.

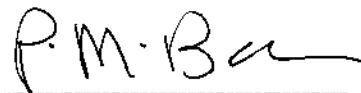
19.5 To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Unions the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.

19.6 Nothing contained in the Dispute Resolution Process will preclude the City 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 City or its authorised representative(s).

20. Signatories

20.1 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 **K. PRYKE** }

} 
} _____
Chief Executive Officer

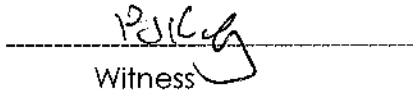


Witness

SIGNED on behalf of }
NEW SOUTH WALES LOCAL }
GOVERNMENT, CLERICAL, }
ADMINISTRATIVE, ENERGY, }
AIRLINES & UTILITIES UNION }
in the presence of Peter Kelly }

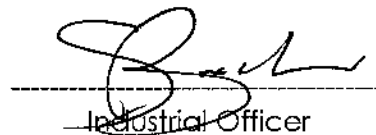


General Secretary



Witness

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



Industrial Officer

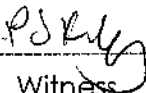


Witness

SIGNED on behalf of }
THE DEVELOPMENT AND }
ENVIRONMENTAL }
PROFESSIONALS' ASSOCIATION }
of NEW SOUTH WALES }
in the presence of }
Peter Kelly }



Secretary



Witness

ANNEXURE-A

COUNCIL of the CITY of SYDNEY

REDEPLOYMENT

AND

REDUNDANCY POLICY

INDEX

Clause	Page No.
1. Application of Policy	3
2. Identification and Management of Surplus Positions	3
3. Redundancy	4
3.1 Voluntary Redundancy	4
3.2 Ranking of Employees	5
3.3 Forced Redundancy	5
3.4 Transfer of Business Redundancy	6
4. Redeployment	7
4.1-4.5 General Guidelines	7
4.6 Corporate and Operational Project Assignments	7
4.7 Ranking of Employees	7
4.8 Salary Maintenance	7
4.9 Refusal to Participate in a Redeployment Program	8
4.10 Preferential Job Placement	9
4.11 Training	9
4.12 Contract Employees	10
4.13 Voluntary Redundancy Resulting from Redeployment Action	11
4.14 Transfer of Redundancy Application	11
5. Employee Assistance and Counselling	11
6. Consultation	11
7. Redundancy Entitlements	12
7.1 The Basis for Calculating a Redundancy Entitlement	12
7.2 Voluntary Redundancy	12
7.3 Forced Redundancy	13
7.4 Transfer of Business Redundancy	13
8. Re-employment and/or Re-engagement of Employees	15

1. Application of the Policy

- 1.1 This policy applies to all permanent employees of the City whose employment is covered by the City of Sydney Wages / Salary Award 2010. Contract employees who are covered by the Council of the City of Sydney Enterprise Agreement 2010 may, by written agreement with the City, participate in the provisions of this policy.
- 1.2 Employees not eligible for the redeployment and redundancy provisions of this policy include:
- (i) Employees who are engaged on a temporary or casual basis (as defined by the City's awards and/or policies);
 - (ii) Employees who are receiving workers' compensation where the claim has not been finalised;
 - (iii) Employees who have had their employment terminated on the grounds of misconduct or unsatisfactory performance.
- 1.3 Decisions relating to the redeployment and redundancy of employees will be made subject to the City's operational and business needs. 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 any action related to or associated with redeployment or redundancy.
- 1.4 Where the City's future business or operational needs cannot be met through employee career progression or through the natural reduction of the workforce, the parties to this Agreement may negotiate and agree to vary this policy in respect of matters pertaining to redeployment, salary maintenance and offers of voluntary redundancy. Any agreement to vary this policy must be approved by the Chief Executive Officer.

2. Identification and Management of Surplus Positions

- 2.1 A position is surplus to requirements when the City decides that:
- (i) It no longer requires the position to be performed by the relevant employee or by anyone; and
 - (ii) This is not due to the ordinary and customary turnover of labour.
- 2.2 A position may become surplus to requirements where:
- (i) The City has ceased or significantly diminished providing an activity/function; or
 - (ii) The number of staff employed by the City exceeds that required for the efficient and economic operation of the City's services; or

- (iii) A review or restructure results in an area of the City's organisation being abolished or identifies a need for a different workforce skills profile in that area; or
 - (iv) Employees can not be used effectively in their substantive positions because of technological or other change in work methods, or changes in the nature, extent or organisation of the functions of the City.
- 2.3 Where an employee occupies a position that the City decides is surplus to requirements, the employee and the relevant union will be advised of this in writing by the Chief Executive Officer.
- 2.4 After receiving written notification in accordance with Sub-Clause 2.3, the employee whose position is surplus to requirements will receive four weeks formal notice during which the employee may elect to either:
 - (i) Apply for voluntary redundancy; or
 - (ii) Participate in the City's redeployment and retraining program.
- 2.5 Decisions to approve or reject an application for voluntary redundancy will be made by the Chief Executive Officer having regard to the City's operational requirements and the potential for the employee to be redeployed.
- 2.6 If an employee elects not to accept voluntary redundancy, the City will commence an assessment of the employee's skills, abilities, knowledge and training needs against any employment opportunities which are or may be available before the expiration of the employee's notice period.
- 2.7 This policy does not prevent either party from agreeing to some other arrangement in respect of redeployment and/or redundancy where special circumstances arise. For example, where an opportunity for redeployment will arise after the expiration of the employee's notice period, the employee may agree, in writing, to take a period of paid or unpaid leave pending redeployment to that position or where training is required, the City may appoint the employee in an acting capacity.
- 2.8 Once the City decides that a position is surplus to requirements, the options available to the employee occupying that position will be explored as soon as practicable in accordance with the processes of this policy.

3. Redundancy

3.1 Voluntary Redundancy

- 3.1.1 Regardless of the employee's age or entitlement to any superannuation retirement benefit, an employee whose position is

to be made redundant will be given the opportunity to apply for voluntary redundancy.

3.1.2 Notwithstanding Sub-Clause 3.1.1, there is no automatic right to voluntary redundancy. The City 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 within its organisation.

3.1.3 Voluntary redundancy may be offered to an employee whose position will become surplus to requirements because:

- (i) A facility will be closed and/or services or functions are being transferred to an external contractor or discontinued; or
- (ii) Substantial restructuring has or will occur within the City; or
- (iii) The skills and knowledge specific to a particular group of employees is no longer in demand.

3.1.3 Where an employee is requested to express interest in voluntary redundancy, the Executive Member will be required to certify that the position held by the employee who is being offered voluntary redundancy is surplus to requirements.

3.2 Ranking of Employees

3.2.1 Where there are multiple employees performing a position which the City decides is surplus to requirements, in order to decide which employee's will have their position made redundant, the City, in consultation with relevant unions, will rank employees 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) Reference to performance, 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 preceding the date the City decides the employee's position is surplus to requirements.

3.2.2 An employee who occupies a position that may be made redundant as surplus to requirements will be given the opportunity to respond to the application of the selection criteria identified in Sub-Clause 3.2.1.

3.2.3 Employees whose skills / experience least match the requirements of the existing available positions or who, on a comparative basis,

have a lesser level of performance, will be targeted for voluntary redundancy.

3.3 Forced Redundancy

3.3.1 Forced redundancy will only arise where an employee does not apply for voluntary redundancy and refuses to participate in the City's redeployment program.

3.3.2 Refusal to participate in the City's redeployment program may be established by the employee:

- (i) Declining a meaningful and appropriate offer of redeployment. A meaningful and appropriate offer of redeployment is one that involves redeployment to an available position which:
 - (a) The employee would be capable of performing after receiving a maximum of eight weeks training;
 - b) Is no lower than two salary band levels below the employee's substantive position (applies to Salary Division only).
- (ii) Refusing to actively participate in a training, development or redeployment program. This includes:
 - a) Refusing short-term work placements or special assignments;
 - b) Refusing direction under a work plan;
 - c) Failing to actively participate in training.
- iii) Failing to meet the City's standards of conduct as prescribed in the Code of Conduct.
- (iv) Failing to meet the performance standards for a position / project in which the employee is placed during a redeployment and/or training program.

3.3.3 The entitlements associated with forced redundancy differ from those associated with voluntary redundancy.

3.4 Transfer of Business Redundancy

3.4.1 A transfer of business redundancy occurs where an employee elects to transfer their employment to an external contractor of the City.

3.4.2 Where an external contractor is successful in a tender and the tender provides for the transfer of City employees to the contractor, an employee whose position the City decides is surplus to requirements will have the following options:

- (i) Apply for voluntary redundancy; or

- (ii) remain with the City and participate in the redeployment and training program; or
 - (iii) transfer employment to work under the contractor, where appropriate.
- 3.4.3 An employee who has elected to transfer their employment to work under an external contractor of the City may elect to return to the City's employ within the first three (3) months after transfer of employment.
- 3.4.4 If an employee wishes to return to the City's employ, the employee must pay back their 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 service with the City.
- 3.4.5 The employee's entitlements upon transfer of business redundancy will be equivalent to that listed in the New South Wales Employment Protection Act 1982 (or amendments).

4. Redeployment

- 4.1 Where an employee who occupies a position that the City decides is surplus to requirements does not elect to become voluntarily redundant the employee will be offered the opportunity to be redeployed.
- 4.2 Employees who wish to be redeployed are required to cooperatively participate in the City's redeployment program. The City's primary objective in the redeployment process is to appoint employees to a permanent position, consistent with the person's skills, knowledge and ability, as soon as is practicably possible.
- 4.3 Where redeployment is an employee's preference, the City will assess an employee's suitability for participation in the redeployment program and will assign the employee tasks, responsibilities and training opportunities in accordance with the City's redeployment and redundancy procedures as contained in this Policy or under an applicable Award.
- 4.4 To assist the City to successfully redeploy employees, employees who are interested in redeployment must:
- (i) Actively pursue development opportunities;
 - (ii) Seek out alternative placements;
 - (iii) Compete on merit for advertised positions of a higher level for which they may be suitable;
 - (iv) Accept any reasonable offer of appropriate alternative work.

4.5 While the City will take reasonable steps to secure a permanent position for employees whose position is to be made redundant, it may also be necessary for those employees to:

- (i) Accept a corporate and operational project assignment or temporary position; and/or
- (ii) Participate in a skills development or training program; and/or
- (iii) Accept a position at a lower level to the position the employee

previously held.

4.6 Corporate and Operational Project Assignments

4.6.1 Corporate and operational projects are fixed term job assignments (of up to 12 months) on specified work. A project must have the approval of the Executive Member to be suitable for assignment.

4.7 Ranking of Employees

4.7.1 Where there are a number of employees whose positions the City decides are surplus to requirements, the same principles in respect of ranking of employees for redeployment opportunities will apply as set out in Sub-Clauses 3.2.1 – 3.2.3

4.8 Salary Maintenance

4.8.1 Where an employee elects to participate in the City's redeployment program, the employee will retain the salary rate attached to their substantive position (i.e. the position held immediately prior to being placed in the redeployment program) until the employee is permanently appointed to another position.

4.8.2 Maintenance of a higher duties allowance for redeployees will be paid where, at the 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.

4.8.3 An employee's salary rate in their substantive position will include payment of the following allowances:

- (i) Shift allowances;
- (ii) Supervisory allowances;
- (iii) Tool allowances; and
- (iv) Multiskilling allowances.

4.8.4 The allowances in Sub-Clause 4.8.3 will only be included in the employee's salary rate where the allowance was 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.

4.8.5 An employee who is redeployed to a position which has a lower salary rate to the salary rate of the employee's substantive position will continue to receive salary maintenance at the salary rate of their substantive position until the employee is permanently appointed to another position of equal job evaluation (i.e. salary band level).

4.9 Refusal to Participate in a Redeployment Program

4.9.1 An employee who refuses to participate in the City's redeployment program will be counselled in accordance with the City's policies.

4.9.2 An employee whose position the City decides is surplus to requirements who does not apply for voluntary redundancy and who refuses to participate in the redeployment program will only receive salary maintenance for a period of six (6) months. This salary maintenance period will apply from the date the employee is notified that their position is surplus to requirements.

4.9.3 An employee who refuses redeployment who has been receiving salary maintenance in excess of six (6) months will be made redundant in accordance with the forced redundancy provisions of this policy.

4.9.4 Employees receiving salary maintenance will be subject to formal performance-based advancement through the salary range of their previously held position. Future pay adjustments will also apply to the salary rate of the employee's previously held position.

4.10 Preferential Job Placement

4.10.1 Where the City identifies a vacant position within its organisation, the City will prefer redeployment of employees to the available position to the external vetting of candidates. The City's preference in this regard is subject to:

- (i) Suitable employee(s) being available for redeployment. Suitability will be assessed with regard had to the minimum skill level of the employee(s) and the requirements of the vacant position as well as the overall ability of the employee(s) to adequately perform the duties of the position after having received appropriate training and within a reasonable time-frame after redeployment; and
- (ii) The salary rate of the vacant position being no greater than the employee's salary rate in their substantive position;

4.10.2 The suitability of an employee for redeployment to a vacant position will be determined with reference to the employee's:

- (i) qualifications, experience and skills; and
- (ii) salary level; and
- (iii) personal circumstances; and
- (iv) willingness to participate in training, if required.

4.10.3 When an employee whose position is surplus to requirements is advised of a suitable position (either temporary or permanent) for redeployment, the employee will also be provided with information relevant to the position, including job description, selection criteria, an organisation chart and particulars of required training. A reasonable opportunity will be afforded to the employee to obtain all other relevant information pertaining to the position.

4.10.4 If two or more employees are assessed as suitable for redeployment to a position, the employee offered the appointment to the position will be determined in accordance with the City's merit-based selection procedures and practices.

4.10.5 An employee who is not selected for redeployment to an available position will be provided with a written statement from the Executive Member detailing why the employee was not redeployed to the position.

4.10.6 A decision by the City whether or not to appoint an employee to an available position is not subject to appeal.

4.11 Training

4.11.1 Where an employee is not able to be placed immediately into an available position, the City may offer appropriate training. While the City recognises its role in providing training to an employee whose position is identified as surplus to requirements, employees have no automatic right of access to formal training at the City's expense. Whether or not training will be offered to an employee will be decided by the City after considering:

- (i) The cost of training against the benefit to the quality of the City's services;
- (ii) The likelihood of placement after training is completed;
- (iii) The need to fill the available position in a timely manner;
- (iv) The degree of training required to equip the employee to adequately perform the duties of the available position;
- (v) The employee's prior work performance; and
- (vi) The employee's satisfactory completion of previous training programs.

4.11.2 Where the City takes the view that training is appropriate and the employee who is offered redeployment is willing to undertake the

training, the City, in consultation with the employee, will develop an appropriate training program.

- 4.11.3 Any training that the City requires an employee to carry out will be at the expense of the City and, where possible, will be undertaken by the employee during normal working hours. Where training must be undertaken outside the employee's normal working hours, the employee will be granted time off in lieu for the prescribed course hours.
- 4.11.4 At any time during the training period, where appropriate, the employee will be entitled to preferential appointment to an available position which does not require training.
- 4.11.5 An employee who requires training to perform the duties of an available position may occupy the position in an acting capacity while the training is carried out.
- 4.11.6 Where training has been deemed necessary for redeployment of an employee, the employee must satisfactorily complete all training requirements before permanent appointment to the available position. In the event that the employee does not satisfactorily complete all training requirements, the City may revoke the offer to redeploy the employee to the available position.

4.12 Contract Employees

- 4.12.1 For the purpose of this policy, "contract employees" means 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.
- 4.12.2 Consistent with this policy and the City's redeployment and redundancy procedures, a contract staff member may apply for voluntary redundancy at any time after they are notified that their position has been identified as surplus to requirements.
- 4.12.3 If, in the event of workplace change initiatives (e.g. 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, the duties and responsibilities of an employee who is employed under the terms and conditions of a written fixed-term contract may be varied. Any variation will be by agreement, in writing, between the City and the employee concerned. An agreement to vary the duties and responsibilities of a contract employee may not to be unreasonably withheld by either party.

4.12.4 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.

4.13 Voluntary Redundancy Resulting from Redeployment Action

4.13.1 Employees who occupy positions that have been identified as surplus to requirements will be offered voluntary redundancy in the first instance.

4.13.2 Employees who, in lieu of voluntary redundancy, 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.

4.13.3 Once an employee has been permanently appointed to an appropriate position, they will no longer be eligible to participate in the redeployment program or apply for voluntary redundancy.

4.14 Transfer of Redundancy Application (mix & match arrangements)

4.14.1 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 originally identified for voluntary redundancy.

5. Employee Assistance & Counselling

- 5.1 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, training 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.

6. Consultation

- 6.1 This policy recognises the right of unions to represent the interests of employees through consultation and/or negotiation with the City where the City is in the process of implementing workplace change.

- 6.2 Where the City decides that a position(s) is surplus to requirements the following consultative arrangements will apply:
- (i) The City will advise the relevant union and employees that the employees positions have been identified as surplus to requirements;
 - (ii) The City will provide the union with all relevant information pertaining to the employees concerned, including classifications and work locations;
 - (iii) Discussions between the City and union will cover the reasons for the surplus staffing situation and the measures, if any, which could be taken to reduce the incidence of employees becoming surplus to requirements;
 - (iv) After consulting with the relevant union and affected employees, the employees whose positions are deemed surplus to requirements will be given written notification of the redundancy of their positions and will be given further information in respect of the redeployment and training options available to them.

7. Redundancy Entitlements

7.1 The Basis for Calculating a Redundancy Entitlement

- 7.1.1 For the purpose of calculating any payment under the schedules contained in this Clause "week's 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 on which the City decided the employee's position was surplus to requirements. In those circumstances the employee's "week's pay" will be derived from the employee's salary in the higher position at that date; or
 - (ii) Has been receiving an allowance (e.g. shift allowance) for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the weekly average amount of the allowance received during the twelve (12) month period will be counted as part of the "week's pay".
- 7.1.2 For the purpose of calculating any payment under the schedules in this Clause "years of service" means completed full years of service from the date the employee commenced employment with the City.

7.2 Voluntary Redundancy

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

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

7.3 Forced Redundancy

- 7.3.1 Forced redundancy payments will be based on the voluntary redundancy benefits with the following exceptions:
- (i) The job search provision will not apply;
 - (ii) The maximum weeks available will be limited to 42 weeks;
 - (iii) No out-placement services will be provided.

7.4 Transfer of Business Redundancy

THE EMPLOYMENT PROTECTION REGULATION 2001 (NEW SOUTH WALES) -
SCHEDULE 1 - SCALE OF SEVERANCE PAYMENTS:

Length of continuous service by employee	Rate for calculation of amount of severance payment	
	If employee is less than 45 years of age	If employee is over 45 years of age
Less than 1 year	Nil	Nil
More than 1 year but less than 2	4 weeks pay	5 weeks pay
More than 2 years but less than 3	7 weeks pay	8.75 weeks pay
More than 3 years but less than 4	10 weeks pay	12.5 weeks pay
More than 4 years but less than 5	12 weeks pay	15 weeks pay

More than 5 years but less than 6	14 weeks pay	17.5 weeks pay
More than 6 years	16 weeks pay	20 weeks pay

8. Re-employment and/or Re-engagement of Employees

- 8.1 Employees who have left employment with the City due to redundancy, except for employees who have accepted a transfer of business redundancy entitlement, will not be re-employed or engaged in any capacity within fifty two (52) weeks from their separation date.
- 8.2 Sub-Clause 8.1 applies equally to situations where individuals are employed or engaged on a permanent, casual, agency, consultancy or contract basis in respect of:
- (i) A full-time or part-time employee occupying a position; or
 - (ii) Company trust, partnership or sole trader where the ex-employee is a principal; or
 - (iii) An employee of a contractor, consultancy or agency which has a separate legal entity to the employee.
- 8.3 For all hiring and recruitment, the delegated officer is to certify that the person being hired did not leave the City's employment due to redundancy within fifty two (52) weeks from commencement date.
- 8.4 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 did not leave the City's employment due to redundancy within fifty two (52) weeks from their engagement date. This should be verified by a written statement from the contracting or consultancy company or agency.
- 8.5 Exceptions to this requirement may only be approved by the Chief Executive Officer and cannot be sub-delegated. The Lord Mayor and the relevant union must be advised of an approval under this Sub-Clause.
- 8.6 Where exceptions are approved, employees who are re-employed or re-engaged will be made aware of their financial responsibilities with respect to superannuation and redundancy payments paid at concessional taxation rates.

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Schedule A
Transitional Arrangements, Savings and Adjustments
City of Sydney Enterprise Agreement 2010

1. Paid Maternity Leave provisions in accordance with Clause 13.2 will apply where the child referred to in Clause 13 is born on or after 10 April 2010. The employee shall, if required, establish by either production of a copy of the birth certificate or certification from a medical practitioner, the date of birth of the child.
2. Paid Paternity or Partner Leave provisions in accordance with Clause 13.3 and 13.4 will apply where the child referred to in Clause 13 is born on or after 10 April 2010. The employee shall, if required, establish by either production of a copy of the birth certificate or certification from a medical practitioner, the date of birth of the child.
3. Paid Adoption Leave provisions in accordance with Clause 13.5 will apply where the child referred to in Clause 18 E is adopted on or after 10 April 2010. The employee shall, if required, establish by the production of a statement from an adoption agency or another appropriate body, the date of adoption of the child.
4. The weekly rate of pay referred to in Clauses 13.2, 13.3, 13.4 and 13.5 will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.
5. Paid Bereavement Leave in accordance with Clause 15.4 will apply in relation to the death, of a parent, spouse or child, on or after 10 April 2010.
6. Additional Performance Bonus Payments - Reduction in Lost Time Injury Incidence payable in accordance with Clause 17.2.1 will be payable for the 12 month period from 1 April to 31 March for the life of this agreement. The first payment will be based on lost time incidents during the period 1 April 2010 to 31 March 2011.
7. Increases in pay rates provided in Clause 17.1 of this agreement have been varied to incorporate all increases in pay rates flowing from State Wage Case decisions.

