

Council of the City of Sydney

JOINT DEVELOPMENT AGREEMENT

**CITY
OF
SYDNEY**



FOUNDED 1842

*An agreement for improved productivity
and customer service - 1996*

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1. PURPOSE OF THE AGREEMENT

- 1.1** This Joint Development Agreement (JDA) creates a partnership between Sydney City Council, its employees and the Unions.
- 1.2** The JDA provides a basis for working together in achieving improved productive performance and customer service.
- 1.3** The JDA also provides an opportunity for improved remuneration and employment security linked to productivity gains and the acquisition of new skills and knowledge.
- 1.4** The purpose of the Agreement is to allow the partners to enter into the processes of change together to continually improve the quality, efficiency and productivity of Council, providing improved customer service.
- 1.5** The JDA 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 Council.
 - 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.

- 5.2 To ensure that disputes and issues relating to the provisions of this Agreement do not go unresolved and affect workplace productivity and relationships, the partners commit themselves to the processes of Council's dispute resolution process as stated in the Salaried and Wages Division Awards (refer to clause 19 of the Salaried Division Award).

6. VALUES

Customer Service

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

Teamwork

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

Rewards

- 6.3 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 Council.

Consultation and Negotiation

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

7. CUSTOMER SERVICE

- 7.1 The partners are strongly committed to improving service to all our customers, including the implementation of and involvement in the Customer Service Program.

9. WORKPLACE CULTURE

- 9.1** The partners agree to work towards the removal of barriers and work practices that inhibit the achievement of best practice service delivery.
- 9.2** Council is an Equal Opportunity employer. The partners strive for a workplace free of discrimination where all employees are treated equitably and with respect. This involves the implementation of programs 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).

10. LOCAL WORKPLACE AGREEMENTS

- 10.1** The partners agree to review operations at the workplace level on an ongoing basis, with the view to providing enhanced flexibility and efficiency.
- 10.2** In agreement with employees and their representative unions, Council may establish Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency.
- 10.3** An LWA may be negotiated to provide for different conditions of employment that are provided for in Council'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.
- 10.4** An LWA may provide for different conditions of employment where the following requirements have been complied with:
- employees are not disadvantaged when the local workplace Agreement 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.
- 10.5** LWA's will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.

- 10.6** LWA's may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- 10.7** LWA's will be by consent, between employees, Council and the relevant union(s), where the partners shall commit in writing and include a date of operation and expiration. Affected employees will be given the opportunity to vote on any Agreement proposed by the relevant union(s). In order for the LWA to be accepted, a majority (ie 50% + 1) of employees party to the LWA must vote in favour of it.

11. BUSINESS PLANNING AND IMPROVEMENT PROGRAM

- 11.1** The Business Planning and Improvement Program has been established to improve the efficiency and productivity of Council's services.
- 11.2** The Business Planning Improvement Program involves a range of strategies that may include:
- process reviews;
 - job and work redesign;
 - benchmarking;
 - review of service viability; and
 - competitive tendering.
- 11.3** Sydney City Council is committed to ensuring that employees are well prepared for employment changes resulting from the Business Planning and Improvement Program.
- 11.4** Employees in activity areas subject to business planning improvement will be provided with specialist business support during the program.
- 11.5** 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.
- 11.6** To ensure equity and probity in the competitive tendering process, policies consistent with tendering best practice will be developed with the parties between 1 June 1996 and 1 August 1996. The policies will include the:
- separation of specification and tendering administration roles from employees bidding roles;
 - development of an overhead cost model to be applied to in-house bids;
 - development of guidelines and a code of conduct for the competitive process (Contractors Agreement);
 - requirement for all bidders to comply with the relevant awards and legislation; and
 - requirement for potential redundancy costs to be applied to the life cycle cost of all bids.

- 11.7** It is acknowledged that Council in discussion with the parties will develop a timetable for the Business Planning and Improvement Program including competitive tendering.
- 11.8** 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. PERFORMANCE MANAGEMENT

individual

- 12.1** The partners are committed to the development of employees to enhance their skills and knowledge which will in turn improve customer service and job satisfaction.
- 12.2** In order to identify the development needs of employees and establish the on-going implementation of development plans, the partners agree to develop a performance management system for all employees in accordance with Council's existing policy.

Teamwork

- 12.3** The partners agree to negotiate reward mechanisms / incentives for individuals and teams based on improved productivity at the activity level (eg. through local workplace Agreements) or more broadly defined organisational outcomes.
- 12.4** In negotiating these reward mechanisms / incentives the partners agree to develop and implement appropriate organisation wide performance measures as a mechanism to deliver pay increases to all employees.

13. LABOUR FLEXIBILITY

- 13.1** The partners 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, Council may require employees to transfer between divisions and functions as required.
- 13.2** 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 the position, training opportunities will be provided.

- 13.3** 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).
- 13.4** The partners recognise that Council'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.
- 13.5** The partners recognise that employees need to be provided with a work environment in which they can participate willingly in the continuous improvement process. Accordingly, Council will provide a system of training to enable employees to perform competently and safely in new and changed roles.

14. MULTISKILLING

- 14.1** Multiskilling assists employees to increase their range of skills and maintains and improves efficient work performance.
- 14.2** The partners 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.
- 14.3** Under these multiskilling arrangements skill acquisition may occur through: formal training courses; job rotations; secondments and transfers; on-the-job training; and external education.
- 14.4** The partners 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.
- 14.5** The partners agree that the multiskilling process may be restricted in circumstances where:
- a 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.
- 14.6** The partners 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.

15. REDEPLOYMENT / REDUNDANCY

General

- 15.1** 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 Council no longer requires the job performed by the employee to be continued by any employee of Council.
- 15.2** Employee entitlements in the case of redeployment and redundancy will be as detailed in this clause and will be in accordance with Council's Redundancy / Redeployment Policy (see *attached Redeployment and Redundancy Policy - Annexure A*).

Redundancy

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

Voluntary Redundancy

- 15.4** Voluntary redundancy is an option for employees in a redundancy situation who wish to leave Council'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

- 15.5** Where an employee, who as a result of market testing, has elected to transfer their employment to an external contractor of Council's services, they will be entitled to redundancy provisions equivalent to those listed in the Employment Protection Regulation 1995 (New South Wales) or amendment.
- 15.6** An employee who has elected to transfer their employment to an external contractor of Council services may elect to return to Council'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

- 15.7** To prevent unnecessary loss of expertise, Council will explore redeployment options for persons in a redundancy situation who have declined an offer of voluntary redundancy and genuinely wish alternative employment within Council. In all instances, full consultation will be maintained with all affected parties.

- 15.8** The partners recognise that redeployment opportunities, in some circumstances, will be limited by Council's capacity to provide meaningful and appropriate employment to employees affected by organisational change.
- 15.9** Where an employee is declared a redeployee he/she shall receive salary maintenance to their substantive classification for the life of this Agreement (ie an employee's take home pay will not be reduced.)
- 15.10** If a employee who is declared a redeployee refuses to participate in the redeployment program he/she will only receive salary maintenance for a period of 6 months. After which time they will be counselled in accordance with Council's relevant policies.

16. PERFORMANCE INDICATORS AND WORKPLACE CHANGE INITIATIVES

- 16.1** The partners agree to develop Performance Indicators (PI's) to reflect:
- improvements in customer service
 - a reduction in the incidence of sick leave taken
 - improvements in organisational performance (eg. reduction in the costs of service delivery)
 - a reduction in the incidence of lost time injuries (ie. through the introduction of comprehensive Occupational Health & Safety programs)
- 16.2** 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.
- 16.3** 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.

17. TIMING AND QUANTUM OF PAY INCREASES

Stage 1

- 17.1** Employees covered by this Agreement will receive a **5%** increase in Award rates of pay payable on and from **31 March 1996**.

Stage 2

- 17.2** A guaranteed increase of **2%** in Award rates of pay will be payable with effect from **31 December 1996**.

- 17.3** In addition, a further **2%** increase in Award rates of pay will be available at this time but is subject to the achievement of the listed productivity indicators and the continued implementation and operation of productivity initiatives.
- Award consolidation by 31 December 1996
 - a reduction of **2 days** in the average of sick leave taken by each employee per annum 11.6 days to 9.6 days.
 - a **\$7 million p.a. redirection** of operating expenditure to capital expenditure measured annually as at 30 June.
 - a **20%** reduction in lost time injury days (2164 days to 1731 days)

Stage 3

- 17.4** A guaranteed increase of **2%** in Award rates of pay will be payable with effect from **31 December 1997**.
- 17.5** In addition, a further **2%** increase in Award rates of pay will be available at this time but is subject to the achievement of the listed productivity indicators and the continued implementation and operation of productivity initiatives.
- a reduction of **2 days** in the average of sick leave taken by each employee per annum **9.6 days to 7.6 days**
 - a **\$7 million p.a. redirection** of operating expenditure to capital expenditure measured annually as at 30 June.
 - an **increase of 1** or more in the customer service index (where an increase of 1 or more represents a statistically significant change)
 - a **20%** reduction in lost time injury days (1731 days to 1385 days)

No Extra Claims

- 17.6** Unions and their members agree that no further claims will be made on Council for pay increases during the life of this Agreement.
- 17.7** 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. However, if the pay increases provided through the Stage Wage Cases applicable during the life of this Agreement are in excess of the pay increases provided in this Agreement the parties may review the option of paying the amount that is in excess of this Agreement.

18 NEXT AGREEMENT - COMMITMENT TO NEGOTIATE
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- 18.1** The parties agree to commence negotiations for the next Agreement from 1 December 1997 with the objective of finalising all negotiations by 31 March 1998.

19 SIGNATORIES TO THE AGREEMENT

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

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

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



Witness

}
}
}



General Manager

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



Witness

}
}
}
}
}



Assistant Secretary

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

}
}
}
}
}
}



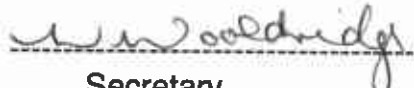
Assistant Secretary



Witness

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 NEW SOUTH WALES
PLUMBERS AND GASFITTERS
EMPLOYEES' UNION
in the presence of

}
}
}
}
}



Secretary



Witness

SIGNED on behalf of }
BUILDING WORKERS' }
INDUSTRIAL UNION }
of AUSTRALIA }
NEW SOUTH WALES BRANCH }
in the presence of }

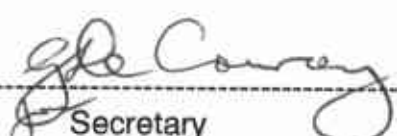


Secretary




Witness

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




Secretary



Witness

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



Secretary



Witness

SYDNEY CITY COUNCIL UNION AGREEMENT

. That the parties provide a letter to the Commission by 18/10/96 asking for the JDA to be registered

. All parties commit fully to the process of workplace reform as outlined in the JDA

To ensure equity and probity in the competitive tendering process, policies consistent with tendering best practice will be finalised with the parties when government guidelines/regulations are made available by 31/12/96. The policies will be finalised in conjunction with government guidelines and include the

- . separation of specification and tendering administration roles from employee bidding roles;
- . development of an overhead cost model to be applied to in-house bids;
- . development of guidelines and a code of conduct for the competitive process (Contractors Agreement);
- . requirement for all bidders to comply with the relevant awards and legislation; and
- . requirement for potential redundancy costs to be applied to the life cycle cost of all bids

. Recommendation in note to delegates be actioned

Abraham

Amos

Miller

B

Flower

E. [unclear]

COUNCIL of the CITY of SYDNEY

REDEPLOYMENT

AND

REDUNDANCY POLICY

Prepared By: Human Resources Unit - 21 August 1996

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1.0 Policy Statements

The Council of the City of Sydney is committed to structuring its organisation with regard to the impact of deregulation and competition. Council 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 Council'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 Council'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.

This policy is linked to provisions of Council's Joint Development Agreement-1996.

2.0 Application of the Policy

- 2.1 This policy is being introduced for all permanent employees of Council. 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 Council'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 Council's reserved rights in relation to this policy, Council may by mutual agreement, specify a particular date of effect for either redeployment or redundancy action.

3.0 Policy Objectives

In developing this policy, Council 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 Council 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 Council; and
- 3.4 Provision for forced redundancy from Council 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 Council 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) Council has ceased or significantly diminished operational requirements and as a result the activity / function will no longer be provided by Council; or
 - (ii) the number of staff exceeds that required for the efficient and economic operation of the Council; 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 Council.
- 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 Council's voluntary redundancy package; or
 - participate in Council'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 Council'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, Council 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 Council'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 Council 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 Council; 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

Council 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.

Council, 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 Council'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 Council'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, Council 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.

5.2 **Forced Redundancy**

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

5.2.2 Refusal to participate in Council'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; 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 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 Council-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.