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ENTERPRISE AGREEMENT NO: EA02/127

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

I.R.C. NO: 2002/1093

DATE APPROVED/COMMENCEMENT: 5 March 2002

TERM: 5 March 2005

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/42

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of City of Sydney who are covered by The City's Salaried and Wages Division Awards, Local Workplace Agreements and Enterprise Agreements.

PARTIES: Council of the City of Sydney -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales

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27 FEB 2002

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The Council
of
The City of Sydney



**ENTERPRISE
AGREEMENT
2004**

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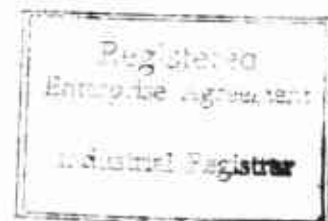
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1. PURPOSE OF THE AGREEMENT

- 1.1 This Agreement provides a basis for working together in achieving improved productive performance and customer service.
- 1.2 This Agreement also provides an opportunity for improved remuneration and employment security linked to productivity gains and the acquisition of new skills and knowledge.
- 1.3 The purpose of this Agreement is to allow the parties to continue the processes of change together to continually improve the quality, efficiency and productivity of the City, providing improved customer service.
- 1.4 This Agreement aims to achieve the following objectives:-
- To establish a positive direction for the future by working together.
 - To improve employee remuneration through achievements in productivity and performance management
 - To provide a flexible workforce and working arrangements to meet the needs of customers, employees and the City.
 - To increase employee satisfaction through continuously improving employee relations.
 - To develop employee skills which, in turn, will provide enhanced career opportunities and improved job satisfaction.
- 1.5 All parties to this Agreement recognise the importance of job security to City staff. The City accordingly accepts that, in accordance with the terms of this Agreement, it will not undertake any forced redundancies of City staff during the Agreement's term and will remain committed to maintaining appropriate staffing levels in its core business areas. The union parties in turn accept that the City's commitment to job security is premised on the continued cooperation of City staff and unions to ongoing productivity and workplace reform, including cooperation with the Business Planning Improvement Program. All parties will use their best endeavours to cooperate under the terms of this Agreement to ensure that job security of staff is maintained during the Agreement's term.
- 1.6 The MEU continues to maintain opposition to competitive tendering in local government generally, but this policy position in no way detracts from the obligations of the parties (including the MEU) under the terms of this agreement as it applies to the City of Sydney.



2. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

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

3. DURESS

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

4. INCIDENCE AND DURATION

- 4.1 This Agreement binds all employees of the City of Sydney who are covered by The City's Salaried and Wages Division Awards, Local Workplace Agreements and Enterprise Agreements.
- 4.2 This Agreement will not apply to senior staff (M2, M3) as determined by Council and as defined by the Local Government Act 1993. M3 senior staff who do not come within the Local Government Act definition may, by mutual agreement, vary their contract of employment so that all their terms and conditions of employment are governed by their contract (i.e. and this agreement will not apply). Senior staff will not be disadvantaged by this provision.
- 4.3 This Agreement shall be a duration of 3 years and will come into force on and from the date of registration. Subject to the requisite majority of employees endorsing this Agreement, the 5% increase in the Stage 1 Rates of Pay contained in Clause 25 shall apply from the commencement of the first pay period on or after 18 November 2001.

- 4.4 This Agreement is to read and interpreted wholly in conjunction with The Council of the City of Sydney Wages / Salary Award 1998. This Agreement continues to regulate the terms and conditions of employment of employees, provided that where there is any inconsistency between this Agreement, the aforementioned Award and any other Enterprise Agreement, this Agreement shall prevail to the extent of any inconsistency.

5. GLOSSARY OF TERMS

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

6. DISPUTES AND GRIEVANCE RESOLUTION

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

Procedures to Resolve Workplace Grievances, Complaints or Disputes:

- 6.5 At all stages, work shall be performed as directed by the Council or its authorised representatives without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Award and relevant staff policies to enable an opportunity for the matter concerned to be resolved by negotiation in accordance with the following procedures.

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- Step 1 If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) must discuss the matter with their immediate supervisor.
- Step 2 If the matter is not resolved immediately the Executive member concerned and the Manager Employee Services shall be advised at this stage by the supervisor or a more senior employee.
- Step 3 If the matter is not resolved immediately, the Union Delegate concerned shall discuss any matter affecting the employee(s) she/he represents with the employee's supervisor when requested by the employee or the supervisor.
- Step 4 If the matter is still not resolved, the Executive member / Manager Employee Services shall notify the appropriate union official(s) of the matter concerned and shall arrange a conference of the parties concerned or affected.

To Assist The Expedious Resolution Of Disputes:

6.6 Procedures to be followed regarding matters of urgency raised at an organised meeting of the Unions are listed below:

- Step 1 The Manager Employee Services shall be informed by an official of the appropriate union(s) involved of the existence of the dispute
- Step 2 The Manager Employee Services shall then inform the Executive member concerned, and if need be, the General Manager.
- Step 3 If the matter should still remain unresolved, then the Manager Employee Services shall arrange a conference of the parties concerned or affected.

Direct Negotiations

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

Industrial Relations Commission Assistance

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



7. WORKPLACE CULTURE

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

8. VALUES & CONDUCT

Customer Service

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

Teamwork

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

Rewards

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

Consultation and Negotiation

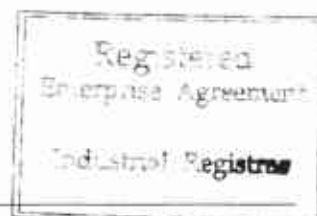
- 8.4 The parties agree to consult and negotiate in good faith and no party shall seek to take unfair advantage of the other.
- 8.5 The parties will consult jointly and endeavour to reach agreement with employees about issues and initiatives which affect the workplace and employees.

Council Policies

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

Code of Conduct

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



9. CUSTOMER SERVICE

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

10. WORKPLACE CHANGE

Skill Development

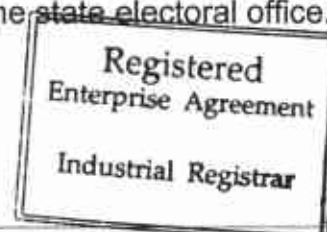
- 10.1 Employee participation and continuous learning are fundamental to the process of workplace change.
- 10.2 The parties agree to review current employees training programs, initiatives and policies which will involve the identification of skill requirements and implementation of programs to ensure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

Consultation

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

11. LOCAL WORKPLACE AGREEMENTS

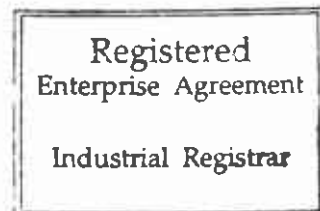
- 11.1 The parties agree to review operations at the workplace level on an ongoing basis, with the view to providing enhanced flexibility and efficiency.
- 11.2 Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency may be negotiated and implemented.
- 11.3 A LWA may be negotiated to provide for different conditions of employment that are provided for in the City's Industrial Agreements and Awards. As an example a LWA may change issues relating to: hours of work, shiftwork, overtime, on call, meal breaks, and allowance payments.
- 11.4 A LWA may provide for different conditions of employment where the following requirements have been complied with:
- employees are not disadvantaged when the LWA is viewed as a whole;
 - the majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
 - the appropriate Union has been advised prior to commencement of discussions with the employees concerned;
 - the LWA is not contrary to any law or this Enterprise Agreement and does not jeopardise safety;
 - the hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the Industrial Relations Act;
 - the LWA will improve efficiency and/or customer service and/or job satisfaction.
- 11.5 LWAs will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.
- 11.6 LWAs may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- 11.7 LWA will be implemented on and from the date specified in the LWA following the agreement of relevant employees, where "agreement" means that a simple majority of union members covered by the LWA (i.e. 50% + 1) have voted in favour of it. The LWA shall be committed to in writing and include a date of operation and expiration. All union members will be given the opportunity to vote on a LWA. Any party may request a ballot for an LWA which will be conducted by an independent and impartial third party such as the state electoral office.



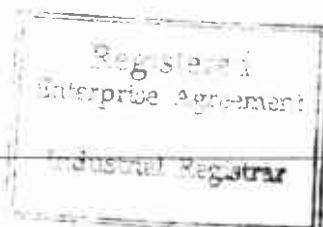
- 11.8 Subject to its rights under the Industrial Relations Act (NSW), the City will use all reasonable endeavours to negotiate with unions on LWAs and to seek that they be parties to all LWAs. The unions, in turn, will use all their reasonable endeavours to genuinely negotiate with the City to conclude LWAs. With respect to LWAs associated with staff making a bid for work under competitive tendering, all parties recognise and accept that the job security of relevant employees is contingent upon LWAs being negotiated and registered in a timely fashion, consistent with the timeframes of the tender process. A union shall not therefore unreasonably prolong negotiations or unreasonably withhold its consent to the registration of a LWA. A union will be deemed to have unreasonably withheld its consent where, following a reasonable period of negotiation with the union, a majority of union members have voted, without duress, in favour of a LWA in accordance with this clause, but the union will not agree to its registration.
- 11.9 The parties acknowledge that competitive tendering and the Redeployment and Redundancy Policy at Annexure A are based on the parties genuinely negotiating a LWA. The Redeployment and Redundancy Policy (Annexure A) will not apply in respect to any redundancy and the Award provisions will apply where the Union or its members are not genuinely cooperating with the competitive tendering process. Examples of not genuinely cooperating include where employees refuse to participate in formulating a bid or refuse to submit a bid for work. The Union will be notified in writing and given 7 days to rectify this non-cooperation. The Union may notify the Industrial Relations Commission of NSW of a dispute in relation to this notice within 7 days of its receipt. Mere failure of the union members to approve a LWA by vote does not necessarily constitute non-cooperation.
- 11.10 Notwithstanding anything in this clause the parties reserve their rights to raise matters before the Industrial Relations Commission of NSW to ensure commitment to this process.
- 11.11 Following implementation in accordance with clause 11.7 the LWA will be registered with the NSW Industrial Relations Commission.

12. BUSINESS PLANNING AND IMPROVEMENT PROGRAM

- 12.1 The Business Planning and Improvement Program has been established to improve the efficiency and productivity of the City's services.
- 12.2 The Business Planning Improvement Program involves a range of strategies that may be implemented during the term of this agreement, subject to the provisions of existing contracts, while this agreement remains in force and may include:
- process reviews;
 - job and work redesign;
 - benchmarking;
 - review of service viability; and
 - competitive tendering.



- 12.3 The City is committed to ensuring that employees are well prepared for employment changes resulting from the Business Planning and Improvement Program.
- 12.4 Employees in activity areas subject to business planning improvement will be provided with specialist business support during the program.
- 12.5 Recognising that individual activity areas are at varying stages of business and organisational development, the business planning improvement strategies will vary to accommodate particular requirements.
- 12.6 To ensure equity and probity in the competitive tendering process, policies consistent with tendering best practice will be in accordance with the NSW Government guidelines/regulations. 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 Code of Conduct);
 - 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.
- 12.7 It is acknowledged that the City in discussion with the parties will develop a timetable for the Business Planning and Improvement Program including competitive tendering.
- 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).
- 12.8 It is agreed that Local Workplace Agreements will provide the framework within which workplace reforms will be undertaken by which the business unit / section will achieve its aims of improved competitiveness.
- 12.9 Where competitive tendering is implemented as a process of the Business Planning and Improvement Program, the City undertakes to establish a minimum staffing level for the provision of services for each contract. The minimum staffing level will be stated in each contract and will not be reduced over the term of the contract unless the contractual requirements for services are varied or where technological changes necessitate a variation.
- 12.10 Where the City is supporting an internal bid in the competitive tendering of services, the term of the contract will be five (5) years.
- 12.11 The City will consider any representations made by the Unions for work in Parks Maintenance and Property Maintenance on expiration of existing contracts.



13. PERFORMANCE MANAGEMENT

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

14. LABOUR FLEXIBILITY

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

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

15. MULTISKILLING

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

16. OVERTIME LIMIT

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



17. OCCUPATIONAL HEALTH AND SAFETY & REHABILITATION IN THE WORKPLACE

17.1 Occupational Health & Safety

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

17.2 Rehabilitation

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



18. REDEPLOYMENT / REDUNDANCY

General

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

Redundancy

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

Voluntary Redundancy

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

Transfer of Business Redundancy

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

Redeployment

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

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- 18.9 Where an employee is declared a redeployee, the employee shall receive salary maintenance to the employee's substantive classification for the life of this Agreement (i.e. the employee's take home pay will not be reduced.)
- 18.10 If an employee who is declared a redeployee refuses to participate in the redeployment program they will only receive salary maintenance for a period of 6 months. After which time they will be counselled in accordance with the City's relevant policies.

Note: For more information on the provisions detailed in this clause please refer to the City's Redundancy / Redeployment Policy (see Annexure A).

19. MATERNITY LEAVE & PARENTAL LEAVE

Maternity Leave

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

Parental Leave

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

20. SALARY SACRIFICE

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

21. PERFORMANCE INDICATORS AND WORKPLACE CHANGE INITIATIVES

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

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22. BEREAVEMENT SUPPORT

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

23. COMMUNITY LANGUAGE & SIGNING SERVICES

- 23.1 Where an employee is required to provide a language service to speakers of a language other than English, or to provide signing services to those with hearing difficulties as a regular part of their normal duties, the employee shall be paid an allowance of \$13.14 per week, which shall be a flat-rate allowance (i.e. not paid for all purposes).
- 23.2 This work will require the employee to act as a first point of contact for people requiring these services. The employee identifies the customer's area of inquiry and provides necessary assistance to successfully conclude the customer service requirement.
- 23.3 The allowance will only be paid to an employee where the need is specified as an essential requirement of the employee's position description and this service requirement for an employee has been approved by the General Manager directly (i.e. non-delegable) on the recommendation of the Manager Employee Services.

24. LONG SERVICE LEAVE TRANSFER

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

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