

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA20/11

TITLE: North Sydney Council Retirement Gratuity Transitional Enterprise Agreement 2020

CASE NO: 2020/266898

DATE APPROVED/COMMENCED: 29 September 2020

TERM: 36 months

NEW AGREEMENT OR VARIATION: Replaces Industrial Agreements 6768 and 6781

GAZETTAL REFERENCE: 29 January 2021

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all employees employed by the North Sydney Council located at 200 Miller Street, North Sydney NSW 2060, who fall within the coverage of the Local Government (State) Award 2020..

PARTIES:

North Sydney Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; The Development and Environmental Professionals' Association.

NORTH SYDNEY COUNCIL RETIREMENT GRATUITY TRANSITIONAL ENTERPRISE AGREEMENT 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

1. Definitions

1.1 For the purposes of this Enterprise Agreement the words in Column A shall have the meaning assigned opposite in Column B:

Column A	Column B
Accumulated Sick Leave	sick leave accrued by an Employee before 15 February 1993
Award	<i>Local Government (State) Award 2020</i> and any successors and/or variations to the <i>Local Government (State) Award 2020</i>
Commission	Industrial Relations Commission of NSW
Council	North Sydney Council
Employee	an employee of North Sydney Council
Enterprise Agreement	<i>North Sydney Council Retirement Gratuity Transitional Enterprise Agreement 2020</i>
Industrial Agreements	<i>Industrial Agreement 6768</i> , filed on 20 May 1982 and <i>Industrial Agreement 6781</i> filed on 3 June 1982
Parties	The organisations identified at clause five (5) of the Enterprise Agreement
Retire	resigning from the Council with the intent of exiting the workforce permanently and not returning to employment with any employer having reached: <ul style="list-style-type: none">• at least 65 years of age; and• at least 20 years' service with the Council.
Statutory Declaration	Means a statutory declaration made pursuant to the provisions of the <i>Oaths Act 1900</i> (NSW)
Termination Date	31 July 2020

2. Title

2.1 This Enterprise Agreement shall be known as the *North Sydney Council Retirement Gratuity Transitional Enterprise Agreement 2020*.

3. Commencement and Duration

3.1 This Enterprise Agreement commences operation on and from the date of which it is Approved by the Commission and shall have a nominal term of three (3) years.

4. Application

4.1 This Enterprise Agreement shall apply to:

4.1.1 the Council; and

4.1.2 Employees.

4.2 Where this Enterprise Agreement is silent the conditions of the Award will apply.

5. Parties

5.1 The parties to this Enterprise Agreement are:

5.1.1 the Council;

- 5.1.2 the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;
- 5.1.3 the Local Government Engineers Association; and
- 5.1.4 the Development and Environmental Professionals' Association.

6. Background and Intent

- 6.1 The Council was a party to the Industrial Agreements.
- 6.2 The Industrial Agreements established employment conditions for Employees which included:
 - 6.2.1 the payment of a gratuity to employees upon retirement;
 - 6.2.2 the cashing out of sick leave entitlements upon termination; and
 - 6.2.3 leave entitlements, including concessional leave for certain classifications of employees;
- 6.3 By letter dated 29 April 2020 the Council notified the Commission of the termination of the Industrial Agreements, effective from the Termination Date.
- 6.4 Since that date the Parties have engaged in discussions to arrive at transitional and other arrangements which would replace the agreements.
- 6.5 The Enterprise Agreement is the result of those discussions.
- 6.6 The Enterprise Agreement does not intend to confer any rights or obligations other than those in relation to the transitional and ongoing arrangements for the matters outlined at clause 6.2

7. Dispute Resolution Procedures

- 7.1 In the event of a dispute about the operation of this Enterprise Agreement, the Dispute Resolution Procedures of the Award shall apply.

8. Anti-Discrimination

- 8.1 The Anti-Discrimination clause of the Award shall apply to the operation of this Enterprise Agreement.
- 8.2 The Parties acknowledge that clause 9 of the Enterprise Agreement constitutes a voluntary retirement or severance scheme pursuant to section 49ZYK of the *Anti-Discrimination Act 1977* (NSW).

9. Retirement Gratuity

- 9.1 An Employee who has completed at least 20 years of service with Council as at the Termination Date is entitled to the payment of a retirement gratuity from Council when they Retire.
- 9.2 An Employee who:
 - 9.2.1 has completed at least 15 years of service but less than 20 years of service with the Council as at the Termination Date; and
 - 9.2.2 as at the Termination Date is able to Retire within 5 years;is entitled to the payment of a retirement gratuity from the Council when they Retire.
- 9.3 The value of the retirement gratuity is:
 - 9.3.1 in the case of an Employee who has completed 15 years' service with the Council and less than 25 years' service with the Council as at the Termination Date – one week's salary or wage as at Termination Date for each completed year of service as at the Termination Date;

- 9.3.2 in the case of an Employee who has completed more than 25 years' service with the Council as at the Termination Date – one and a half week's salary or wage as at the Termination Date for each completed year of service as at the Termination Date.
- 9.4 An Employee who is entitled to receive a retirement gratuity under clause 9.1 or clause 9.2 will be entitled to the payment of a retirement gratuity from the Council where they do not Retire if:
- 9.4.1 the Employee provides the Council with at least two (2) months' notice of their intention to resign, noting that the Council may choose to waive this notice requirement; and
- 9.4.2 the Employee provides documentation (which upon request of Council, may include a Statutory Declaration) indicating their intention to exit the workforce permanently and not return to employment with any employer; and
- 9.4.3 the Employee has completed at least 20 years' service as at their final day of work.
- 9.5 The value of the retirement gratuity paid under clause 9.4 is the amount determined in accordance with clause 9.3 reduced by 5% for each year that the employee resigns from Council prior to reaching the age of 65.
- 9.6 Within 21 days of the Commission giving approval of the Enterprise Agreement the Council will write a letter to all Employees entitled to a retirement gratuity under clause 9.1 or 9.2. The letter will:
- 9.6.1 indicate the monetary value of the retirement gratuity the employee would be entitled to under this Enterprise Agreement;
- 9.6.2 confirm that the payment of a retirement gratuity calculated in accordance with this Enterprise Agreement is a contractual condition of employment for the Employee; and
- 9.6.3 invite the Employee to confirm acceptance of the variation of their contracts of employment as contemplated by this clause.
- 9.7 For the avoidance of doubt, and notwithstanding anything contrary in the Industrial Agreements, a retirement gratuity under this clause is not payable upon termination of employment in any circumstances other than the employee retiring.

10. Accumulated Sick Leave

- 10.1 An Employee who has Accumulated Sick Leave is, upon termination for any reason other than misconduct, entitled to a payment from the Council equivalent to the value of the Employee's Accumulated Sick Leave.
- 10.2 Within 21 days of the Commission giving approval of the Enterprise Agreement the Council will write a letter to all Employees with Accumulated Sick Leave. This letter will:
- 10.2.1 indicate the Employees Accumulated Sick Leave;
- 10.2.2 confirm that the payment of Accumulated Sick Leave calculated in accordance with this Enterprise Agreement is a contractual condition of employment for the Employee; and
- 10.2.3 invite the Employee to confirm acceptance of the variation of their contracts of employment as contemplated by this clause.
- 10.3 In the event an employee is entitled to a payment of Accumulated Sick Leave under clause 10.1, and a payment of Accumulated Sick Leave under the Award, another instrument, or other obligation, payment of same amount of Accumulated Sick is only required to be made once.

11. Concessional Leave

- 11.1 All Employees working in positions that would have, but for its termination, been covered by Industrial Agreement No. 6781 are entitled to leave without loss of pay for the following days or part thereof:
- 11.1.1 from the commencement of lunch time on Christmas Eve; and


11.1.2 two of the working days between Boxing Day and New Years Day.

12. Execution

On behalf of North Sydney Council

Name KM Gouldthorp
General Manager

Position _____

Signature 

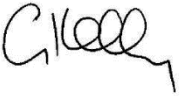
On behalf of the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

Graeme Kelly

Name

General Secretary

Position



Signature

On behalf of the Local Government Engineers Association

Alycia Vasilangos

Name

Acting Director

Position



Signature

On behalf of the Development and Environmental Professionals Association

IAN ROBERTSON
Name

SECRETARY
Position


Signature