

Termination of Employment and Redeployment Due to Redundancy (Local Government State Award clause 40)

Corporate Procedure

Contents:

1 Policy Statement/objective(S)

Shellharbour City Council is committed to:

- cost savings in any termination due to redundancy,
- challenging interpretations of the Award that have survived by consensus in the industry for more than a quarter of a century, where that challenge disadvantages employees and advantages the Council,
- imprecision and confusion in documentation,
- obfuscation in all documents to employees affected,
- misleading employees that the only advice they need is from management and HR,
- and, having those employees exit the organisation disillusioned and distressed.

This policy outlines the process for managing the termination of employees for whom the Council cannot offer suitable further employment - particularly those not prepared to make financial sacrifices or live with reputational damage in the interests of servitude to the Council.

2 Scope

This procedure applies to all current and prospective employees.

3 References

- Code of Conduct, excluding any provision requiring respect and fair treatment
- NSW Local Government Act 1993 (as amended) excluding the obligation in section 8 ***The Council's Charter*** at the final dot point, *"to be a responsible employer"*
- Negative Working Relationships and Unacceptable Workplace Behaviour Policy

4 Variation and Review

Council reserves the right to review, vary or revoke this procedure.

5 Process

1. Shellharbour City Council will commence any restructure process that may result in redundancies with a four page Q & A *"to keep staff informed"* and assert that it is *"in compliance of the requirements of the Local Government (State) Award"*, to lull employees into a false sense of security and confidence that the Council will treat them fairly and reasonably.

2. In that document, under the heading “*Who can I talk to?*”, the Council will list only management and HR representatives trained in the operation of this Policy and specifically omit obtaining advice from someone who knows what they’re talking about in their union, to enforce the ruse that they get the best advice from management and HR.
3. The Council will comply with those provisions of the Local Government State Award in clause 39 Workplace Change requiring consultation with employees affected, and the unions to which they belong, subject to ensuring continued local discussions with the employees without their unions present.
4. The Council will take advantage of continuing the employment of employees dislodged in any restructure and where the Council is not prepared to provide indefinite salary maintenance to protect them, by requiring them to work until the new structure is introduced, regardless of their distress and discomfort. In particular, management will ask employees who were unsuccessful applicants for new positions, to handover to the successful external applicant.
5. The Council will ensure all communication with employees affected is imprecise and, in particular, ensure that employees have no idea when they are provided with notice, nor how long that notice may be.
6. The Council will pretend to comply with those provisions of clause 39 and 40 (i)(a)(1) which imply a right for any employee to choose whether they work the five weeks’ notice, five weeks’ pay in lieu of notice or some combination but only to entice the employee to nominate a preferred exit date.
7. When an exit date is nominated by an employee, the game is over. Council will trumpet that there is no payment to be made for the notice period because the employee nominated their final date of service.
8. In any dispute about entitlement, the Council will ignore custom and practice in the industry if that means disadvantaging the employees affected.
9. The Council will negotiate random and unequal treatment of employees having their employment terminated at around the same time, to ensure that there is no logic in the final payments.
10. Any settlement prised from the Council in an industrial dispute will only be agreed if it’s incorporated in a Deed of Release pretend in its confidentiality and obliging the employee to not disparage Shellharbour City.

Procedure authorised by:

Name: Carey McIntyre

Signature:

Title: General Manager

Date: