

**INFRASTRUCTURE MANAGEMENT  
OPERATIONS SERVICES (OUTSIDE EMPLOYEES)  
ENTERPRISE AGREEMENT**

**1. TITLE**

This Agreement shall be known as the City of Joondalup, Operations Services Employees Agreement 2002

**2. ARRANGEMENT**

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**3. PARTIES TO THE AGREEMENT**

3.1 The parties to this Agreement are:

- Australian Branch of the Australian Municipal, Administrative, Clerical and Services Union and/or its successor;
- The City of Joondalup (the employer);
- Operations Services maintenance employees;
- Operations Services cleaning employees.

3.2 This Agreement will be binding on:

Operations Services employees who are eligible to be members of the MEU, as well as future employees taken on during the life of this Agreement and the employer.

#### **4. OBJECTIVES**

The objective of this Agreement is to act as a catalyst for ongoing change in a process of continuous improvement consistent with the employer's corporate direction by:

- developing strategies that enhance the employer's position as a leading Local Government;
- ensuring the development and continuation of efficient work practices;
- rewarding employees for their contribution towards increased productivity via the introduction of a team-based performance management system during the life of this Agreement;
- promoting a harmonious work environment through ongoing co-operation and consultation.

#### **5. TERM OF THE AGREEMENT**

5.1 This Agreement will take effect from the beginning of the first pay period commencing on or after the date of certification in the Commission and shall remain in force until 1 July 2005.

5.2 This Agreement provides for:

- A salary increase of 4% or \$25 per week (whichever is the greater) for each employee covered by this Agreement, to take effect from the first pay period on or after 1 July 2002.
- A salary increase of 2.5% or \$20 per week (whichever is the greater) for each employee covered by this Agreement, to take effect from the first pay period on or after 1 July 2003.
- An further increase of 1.5% in Operations Services salary budget allocation for distribution as salary increases to employees covered by this Agreement payable on or after the first pay period on 1 September 2003. The salary rate increase for each employee shall be determined in accordance with the Reward and Recognition principles (clause 17), based upon the team's completion of an appropriate training and consultation process and development of agreed performance measures.
- A salary increase of 2.5% or \$20 per week (whichever is the greater) for each employee covered by this Agreement to take effect on or after the first pay period on 1 July 2004.
- A further increase of 2.5% in Operations Services salary budget allocation for distribution as salary increases to employees covered by this Agreement, payable on or after the first pay period on 1

September 2004. The salary rate increase for each employee shall be determined in accordance with the Reward and Recognition principles (clause 17) based upon team performance achievement against the agreed performance measures.

- 5.3 In the third year, where the National Wage Case benefit prescribed is greater than the Agreement payment for that period specified by the Commission, the employer will provide an additional payment equivalent to the difference between the National Wage Case benefit and the Agreement payment for that specified period.

**Year 1**

<b>WAGE GROUP</b>	<b>EBA Base Rate</b>	<b>Proposed Payment</b>	<b>Annual Increase</b>	<b>Proposed Annual Salary</b>
1	\$27,151.28	\$25.00/week	\$1,300.00	\$28,451.28
2	\$28,360.80	\$25.00/week	\$1,300.00	\$29,660.80
3	\$29,511.56	\$25.00/week	\$1,300.00	\$30,811.56
4	\$30,228.64	\$25.00/week	\$1,300.00	\$31,528.64
4A	\$31,109.00	\$25.00/week	\$1,300.00	\$32,409.00
5	\$31,657.08	\$25.00/week	\$1,300.00	\$32,957.08
6	\$33,306.52	4%	\$1,332.26	\$34,638.78

**Year 2**

<b>WAGE GROUP</b>	<b>EBA Base Rate</b>	<b>Proposed Payment</b>	<b>Annual Increase</b>	<b>Proposed Annual Salary</b>
1	\$28,451.28	\$20.00/week	\$1,040.00	\$29,491.28
2	\$29,660.80	\$20.00/week	\$1,040.00	\$30,700.80
3	\$30,811.56	\$20.00/week	\$1,040.00	\$31,851.56
4	\$31,528.64	\$20.00/week	\$1,040.00	\$32,568.64
4A	\$32,409.00	\$20.00/week	\$1,040.00	\$33,449.00
5	\$32,957.08	\$20.00/week	\$1,040.00	\$33,997.08
6	\$34,638.78	\$20.00/week	\$1,040.00	\$35,678.78

### Year 3

<b>WAGE GROUP</b>	<b>EBA Base Rate</b>	<b>Proposed Payment</b>	<b>Annual Increase</b>	<b>Proposed Annual Salary</b>
1	\$29,491.28	\$20.00/week	\$1,040.00	\$30,531.28
2	\$30,700.80	\$20.00/week	\$1,040.00	\$31,740.80
3	\$31,851.56	\$20.00/week	\$1,040.00	\$32,891.56
4	\$32,568.64	\$20.00/week	\$1,040.00	\$33,608.64
4A	\$33,449.00	\$20.00/week	\$1,040.00	\$34,489.00
5	\$33,997.08	\$20.00/week	\$1,040.00	\$35,037.08
6	\$35,678.78	\$20.00/week	\$1,040.00	\$36,718.78

5.3 After completion of the three (3) year term of this Agreement, the parties may agree to continue with the arrangements or either party may apply to the Commission for the Agreement to be terminated. Should the Agreement be terminated and no further agreement be entered into, the Enterprise Bargaining rates of pay shall remain in place and the terms and condition of the Award that underpin the Enterprise Bargaining rates of pay remain in place

5.4 It is agreed between the parties that discussion will commence at least six (6) months before the expiry date of said Agreement between the parties, to determine an appropriate course of action in respect of said Agreement.

5.5 This Agreement shall be read and interpreted wholly in conjunction with the Municipal Employees (WA) Award as varied, provided that where there is any inconsistency the terms of this Agreement shall prevail to the extent of any such inconsistency.

5.6 Rates of Pay for Operations Cleaning Employees

The pay rates for cleaning employees are incorporated into the Annualised Salary tables set out in Clause 5 and will be paid at the Level 2 rate.

### **6. SPREAD OF HOURS**

6.1 The ordinary hours worked per fortnight will be 76 hours spread over nine (9) days Monday to Friday working between 4.00am to 4.30pm in summer months (1 September to 31 March) and 6.00am – 6.00pm in winter months (1 April to 31 August). By mutual agreement, variation to these normal working hours, including shift lengths and start and finish times, may be entered into by the Manager Operations Services or the appointed delegate and affected employees.

6.2 All hours worked in excess of 8.5 hours per day will be paid at time and a half for the first two hours and double-time thereafter.

### 6.3 Full-time Cleaners

The ordinary hours worked per fortnight will be 76 hours spread over 10 days, Monday to Friday between 5.00am and 5.00pm. By mutual agreement, variation to hours arrangements, including shift lengths and start and finish times, may be entered into by the Building Coordinator or the appointed delegate and affected employees.

### 6.4 Part-time Cleaners

The ordinary hours worked per fortnight will be 76 hours, spread over 10 days, Monday to Friday between 5.00am and 5.00pm. By mutual agreement, variation to hours arrangements, including shift lengths and start and finish times, may be entered into by the Building Coordinator or the appointed delegate and affected employees.

### 6.5 Weekends, Public Holidays and Additional Hours *(Cleaning employees only)*

A roster will be designed that ensures equity of additional hours for all employees who seek to work additional hours. These will be paid at the prevailing Award Penalty Rates, or in accordance with Clause 6.6 Flexible Working Hours.

### 6.6 Flexible Working Hours *(Cleaning employees only)*

Under certain circumstances, job/task specific flexible working arrangements may be made and agreed between the employee and Supervisor.

### 6.7 After Hours Call Out Rates *(Cleaning employees only)*

After hours call out rates of pay will begin immediately after normal knock-off occurs, or in keeping with Logical Task Completion. All after hours call out work will be paid at the rate of:-

- Immediately after knock-off to 11.00pm - Time and a half for the first two hours and then double time, with a minimum of three hours call out payment.
- 11.01pm until the beginning of the normal day – Double time for all hours worked, with a minimum of three hours call out payment.
- Work on Sunday or Public Holiday shall be paid for at the rate of double time, with a minimum of three hours call out payment.
- Multiple call outs during that period will not result in additional payment for each call out.

### 6.8 Additional Hours of Work

At the beginning of this Agreement and at regular times during the life of this Agreement, a list will be circulated for those employees requesting additional hours of

work, or requesting to work their rostered day off at ordinary hours. An employee may withdraw his or her name from the list at any time or refuse offered work without fear of jeopardising future additional hours at either ordinary hours or overtime rates.

All additional hours of work will be offered by the Manager Operations Services, or the appointed delegate, and will be paid at relevant Award overtime rates.

#### 6.9 Rostered Days Off

It is agreed that the nine (9) day fortnight, as currently worked, shall continue as part of this Agreement, subject to the sub clause option, and that is, the employees as listed in 6.8, may work on mutually agreed RDO's at ordinary pay rates. The hours worked may be either:-

- a) paid out at normal rate in conjunction with fortnightly pay;
- b) by mutual consent, time accrued under the clause to be taken in a continuous period;
- c) accrued and used as additional family care leave within the current financial year;
- d) accrued and cashed out at the end of the financial year.

If an employee is directed by the Manager Operations Services, or the appointed delegate, to work their RDO, this will be paid at relevant award penalty rates.

In the event of termination of an employee's contract of employment, howsoever or for whatsoever reason, the employee shall be paid out any accumulated time under this arrangement at the ordinary rate at the time of termination of his or her employment contract.

6.10 This shall not apply when employees work on public holidays. Employees engaged to work on a public holiday shall be paid at the Award rate for overtime worked on a public holiday.

6.11 All after hours call out work will be paid at the rate of double time with a minimum of three (3) hours callout. Multiple callouts during that period will not result in additional payment for each callout.

### 7. ANNUAL LEAVE

Annual leave is to be taken as per the Award conditions.

#### 7.1 Payout of Annual Leave

If the employee applies to receive payments, rather than take period of accrued annual leave, such application may be approved, subject to the following:

7.1.1. 10 days annual leave must have been taken in the current calendar year for any application to be approved.

- 7.1.2. Payment in lieu of annual leave will not exceed the equivalent of two (2) weeks annual leave in any one (1) calendar year
- 7.1.3. Requests for deferment of annual leave will be considered on an individual basis, subject to employee submitting written application stating reason and duration.
- 7.1.4. The payment will be at the salary rate which would have been paid at the time the leave was due or the rate payable within a six (6) month period following the deferment.

## 7.2 Annual Leave Entitlement

Annual leave rosters will be designed to ensure that continuous and effective operation is maintained. All applications for annual leave shall be for a minimum period of 10 consecutive days for those employees typically working a 9 day fortnight. Applications for periods of less than 10 consecutive days will be approved by the Manager Operations Services in exceptional circumstances.

All applications for leave shall be in accordance with the mutual needs of the employee and the Business Unit.

## 8. CUSTOMER SERVICE

- 8.1 The confirmation by the City of Joondalup and its employees to the principle of service to its residents and ratepayers and to remunerate the employees for the increased productivity that will flow from their commitment to service.
- 8.2 Each employee will undertake a minimum of one training programme on customer service dealing with relationships within the work group and external relationships (customers, ratepayers and members of the public).
- 8.3 A commitment to service and responsiveness to community needs is a fundamental component of the service culture this agreement seeks to foster. Employees agree to develop and implement a customer service focus in all of their dealings with the stakeholders and particularly at the worksite.
- 8.4 In the event of a stakeholder making an approach to an employee in regard to any concern they may have in relation to a project, a courteous response will be provided consisting of the following key elements:
  - Depending on the urgency of the matter the employee will either take down the details and contact the relevant Supervisor immediately or if the matter is one of inquiry or a matter that is not urgent, the Supervisor's contact details will be given, with an assurance that the stakeholder can expect the Supervisor to respond to the matter as soon as it is practicable.
  - An assurance will also be given that the matter is in hand and that the stakeholder will be contacted prior to the end of the business day of the



complaint or inquiry, and if a site visit is requested a representative of management will endeavour to visit the site within four (4) working hours of being notified. If it is not possible to contact the stakeholder by the end of the business day then every effort will be made to do so as soon as possible during the next working day.

## **9. BEST PRACTICE WORK CONTINUITY**

- 9.1 In order that the City of Joondalup remains competitive and in the interest of serving ratepayers there may on occasions be the need to re-roster rostered days off. Any change to the roster shall occur by mutual agreement. Substituting a rostered day off will not attract penalty rates.
- 9.2 To provide for flexibility it is recognised that employees may be assigned to any work area they are qualified and experienced in and must have available at start of work all necessary issued safety items. Additional work assignments can be made during the day to ensure employees are gainfully employed for the whole day.

## **10. TRAINING**

- 10.1 Following consultation, the employer shall develop a training policy and programme consistent with the needs of the employer and the employee, with a minimum 10 hours paid workplace training leave per year. The employer will support training where it can be shown to relate specifically to the core requirements of the employee's position.
- 10.2 Any costs associated with standard fees for prescribed courses and text books incurred in connection with the undertaking of training approved by the employer, shall be paid by the employer.
- 10.3 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work, shall be reimbursed by the employer.
- 10.4 In recognition of the long term benefits to the employer and the employee, the employer encourages all employees to attain a functional level of literacy. The employer will, through the resources of its Employee Assistance Programme, assist employees undertaking literacy programmes in their own time.
- 10.5 Employees recognises that all skills gained provide for better marketability and therefore where a course requires travel or attendance at an hour which is later than the normal start or finish, no overtime shall be paid.
- 10.6 Employees will, where applicable, be encouraged to participate in skills based rotation programmes. The purpose of these programmes is to extend the opportunity for multi-skilling.

## 11. UNUSED SICK LEAVE

11.1 Whilst both parties acknowledge that sick leave is provided for employees to access in the case of genuine illness, a key aim of this Agreement is to facilitate a reduction in unscheduled absences from work, most notably through short-term sick leave, which cause substantial disruption to the work of the employer.

11.2 The following proposal has been developed to reward the employer's permanent workforce who, by their continued presence on a day to day basis, contribute to the smooth running of routine tasks by providing the person power and expertise without participating in the established culture of sick leave being viewed as an additional day of leave per month.

11.3 The scheme provides for a graduated entitlement to the unused sick leave as per the following model:-

<u>Unused Sick Leave</u>	<u>Entitlement</u>
1 - 200 hours	20%
201 - 400 hours	40%
401 - 600 hours	60%
601 hours +	80%

11.4 On resignation, retirement or redundancy, the employee is entitled to a bonus in accordance with the following formula:-

$$(LR - LC) \times EP \times RP$$

**Where LR = Sick leave entitlement on resignation/retirement**

LC = Sick leave entitlement at the commencement of the EBA of March 1998

EP = Entitlement percentage

RP = Hourly rate of pay at resignation/retirement

11.5 The proposal only pays out for sick leave accumulated in addition to the balance at the start of the scheme and so does not create any sudden liability for the employer. Past good performance is recognised by the credits helping to put up the entitlement percentage.

11.6 Specific to Operations Cleaning Employees

The scheme provides for a graduated entitlement to the unused sick leave as per the following model:-

Part-Time (3 – 7 Hours)

<u>Unused Sick Leave</u>	<u>Entitlement</u>
1 - 100 hours	20%

101 - 200 hours	40%
201 - 300 hours	60%
301 hours +	80%

**12. SICK LEAVE ABSENCE**

- 12.1 Employees shall be entitled to an aggregate of four (4) single days, or part thereof, total sick leave each year without needing to produce a signed medical certificate, with the following exceptions:
- (a) Single days sick leave taken before or after certified public holidays.
  - (b) Single days sick leave taken immediately following a period of annual leave.
  - (c) Single days sick leave taken before or after RDOs.
- 12.2 All other incidents of sick leave will require a signed medical certificate.
- 12.3 In keeping with the formation of self managing semi-autonomous work groups, any employee who finds that he/she will be absent from work shall notify his/her Supervisor as soon as possible, preferably before the commencement of work.

In circumstances where the employer has had no contact with the employee, ie. the employee is too ill to notify of his/her absence by the second hour of operations, the Supervisor may, in the first instance, ring the employee's home and should there be no answer, make arrangements to call upon the employee's home to ascertain the reason for absence and where necessary offer assistance. Such actions will be consistent with prevailing civil laws.

**13. BEREAVEMENT LEAVE**

An employee, other than a casual employee, shall on the death of a close/direct family member or an individual who the employee may deem to be a close member of the family, shall be entitled, in consultation with the Principal Works Supervisor or the relevant immediate Supervisor, to leave up to and including the day of the funeral, without deduction of pay for a period not exceeding the number of hours worked by the employee in three (3) ordinary working days. However, where disagreement arises as to the appropriateness of the leave requested, the matter will be referred to the Manager Operations Services for final adjudication, in conjunction with the Manager Human Resource Services if required.

**14. LEAVE PURCHASE SCHEME**

- 14.1 This clause provides employees with the opportunity to purchase leave in addition to their standard 152 hours, (or pro rata amount), of annual leave per annum. This provision is intended to allow employees greater flexibility to address personal issues of family/work balance or to extend their leave options for other personal reasons.

14.2 The employer agrees to implement a suitable Purchased Leave Scheme by 1 January 2003. The introduction of a Scheme will be conditional upon the transition of the entitlements of all employees covered by this Agreement being accrued on 1 January each year, commencing 1 January 2003. Full details of the Purchased Leave Scheme will be set out in the Purchased Leave Guidelines.

## 15 **PARENTAL LEAVE**

15.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

15.2 Females taking maternity leave shall be entitled to full pay for 6 weeks of the combined total of 52 weeks parental leave. The remainder of the leave taken shall be unpaid.

15.3 Paternity leave and Adoption leave shall be unpaid.

15.4 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- for maternity and paternity leave, an unbroken period of two weeks unpaid leave at the time of the birth of the child;
- for adoption leave, an unbroken period of up to three weeks unpaid leave at the time of the placement of the child.

15.5 All provisions other than 28.2.2 of Clause 28 – Parental Leave of the Municipal Employees (Western Australia) Award shall apply.

## 16. **CONSULTATION GROUP**

The parties to this Agreement recognise the need for monitoring and overview of the operation of this Agreement and its objectives.

The parties shall be able to convene at any mutually agreed time to discuss and report back to their respective principals, (Council and workforce), current issues that may arise for determination and resolution between the parties to the Agreement.

Matters arising under this clause shall not be limited to the terms of this Agreement, but may take into account any other matters arising from the employer/employee relationship (the contract of employment).

Matters not able to be resolved in the first instance by this mechanism, shall be able to be dealt with formally under the dispute settlement mechanism in this Agreement.

## **17. REWARD AND RECOGNITION**

17.1 The parties agree to commence discussions regarding the implementation of a team-based Reward and Recognition Scheme during the first year of this Agreement. The Reward and Recognition payment in year 2, as indicated in clause 5, will be conditional upon the successful completion of training and the implementation of this Scheme. The Reward and Recognition payment in year 3, as indicated in clause 5, will be conditional upon performance against agreed performance indicators.

17.2 The aim of the Reward and Recognition Scheme is to:

- Motivate employees to improve productivity and organisational culture.
- Encourage valuable staff to remain within the City of Joondalup.
- Reward staff in a fair and equitable manner based upon merit.

17.3 The principles of the Reward and Recognition Scheme are:

- (a) The Reward and Recognition Scheme shall be fair and equitable across all areas of the organisation.
- (b) The framework and outcomes of the Reward and Recognition Scheme shall be agreed between management and staff prior to implementation.
- (c) The Reward and Recognition Scheme shall be monitored regularly by staff and management to ensure that it is achieving its aims and where necessary appropriate changes shall be made to improve and refine the scheme.
- (d) Substantial training in the appropriate areas of the Reward and Recognition Scheme shall be provided to all staff and management.
- (e) All staff and management shall commit to undertake appropriate training and use their best endeavours to positively contribute to the implementation of the Reward and Recognition Scheme.
- (f) Employees shall be encouraged to participate in the development of the Reward and Recognition Scheme and the City shall provide opportunity for employees to be involved in the development of the Reward and Recognition Scheme.
- (g) Financial reward shall be allocated based upon the performance of each employee's team.
- (h) Where absenteeism is a performance indicator measure this shall not be so harshly applied as to cause concern to employees who have suffered genuine illness.

## **18. ENTERPRISE MODEL**

18.1 Special Private Works Projects Hourly Rate

Where Operations Services is successful in being awarded private works contracts which are outside the normal scope of employees' works programme, the following shall apply:-

- Works to be performed shall be additional to the standard 76 hours per fortnight.
- This work shall be allocated following discussion with employees and shall be undertaken at an hourly classification rate of Ordinary Time plus a Quarter.
- This rate is structured to reflect the competitive nature of works performed and improves Operations Services' ability to be competitive on the open market.

## 18.2 Specific to Operations Cleaning Employees

### 18.2.1 Client Attendance Expectations

Urgent Work	Initial instructions will be given over the phone to make good any damage, where appropriate. Attendance on site within 90 minutes, subject to urgency.
Additional Cleaning Requirements	Initial analysis of additional cleaning requirements by Supervisor and required plan of action to be relayed to the client within one hour. Work to be attended to as soon as possible, according to classification given.
Routine Work	As scheduled.

### 8.3 On Site Procedure

Whilst on site the trade Cleaner/s will make a note of obvious maintenance items and graffiti tags and report back to the Supervisor for programming.

### 18.4 Customer Service

All facilities will be grouped into zones and allocated to Cleaners who will be responsible for all preventative and cleaning maintenance during the course of the contracted year.

## 19. DISPUTE SETTLEMENT

- 19.1 Any grievance, complaint, claim or dispute, or any matter which is likely to result in a dispute between management and Operations Services employees, shall be settled in accordance with the procedures set out herein.

- 19.2 Where the matter is raised by an employee, or a group of employees, the following steps shall be observed.
- 19.2.1 The employee(s) concerned shall discuss the matter with the immediate Supervisor. If the matter cannot be resolved at this level the Supervisor shall refer the matter to the appropriate Manager or his/her delegate and if required by any of the parties, the relevant union representative be present.
- 19.2.2. The Manager Operations Services and the relevant Supervisor and the Consultative Committee as constituted shall, if unable to resolve the matter raised within two (2) working days of it being referred to them, refer the matter to the Chief Executive Officer/Human Resources Manager for his/her resolution, and the employee(s) shall be advised accordingly.
- 19.2.3. While the above procedure is being affected, all employees will ensure that normal work continues.
- 19.2.4. While the above procedure is being effected, no action shall be taken by the employees or the employer. The above procedure shall be undertaken in five (5) working days or less, unless the parties agree to a longer period.
- 19.2.5. If the matter has been referred to in accordance with the above and remains unresolved, the employee(s) or their shop steward shall notify the Union Secretary (WA Branch) or their nominee so that they may have this opportunity of discussing the matter with management.
- 19.3 If a dispute should result in a disruption of work, then the employer will organise its operations to ensure that the work will be cleared as quickly as practicable with minimal costs to the employer.
- 19.4 If members of the Committee are involved in the dispute settlement procedure, their work shall be undertaken by other qualified employees.
- 19.5 Should all attempts to resolve the matter fail, either party may notify the Commission of the dispute and refer the matter for conciliation and/or arbitration. The findings shall be binding on both parties.
- 19.6 Where either an employee or the employer notifies the existence of a dispute, then the status quo that existed immediately prior to the notification of the dispute shall remain, until that dispute is resolved in accordance with this clause.
- 19.7 In the event of termination of employment, be it with or without notice, such termination shall not be harsh, unfair or unreasonable.

## **20. INDUSTRIAL SUPPORT**

- 20.1 Time and wages inspection will be consistent with the Award and the Act as varied from time to time. Usually 24 hours notice must be given by the union unless the matter is one of personal urgency.

- 20.2 In consultation with management, a non-union member or a union member who wishes to be represented by a nominated person may, at a time to suit the workload of the area, seek a meeting to discuss an issue of concern with the relevant Manager, however there will be no access to personal records without the written consent of the employee concerned. Usually 24 hours notice must be given by the employee unless the matter is one of safety or personal urgency.
- 20.3 Any employee may, if the need arises, enter into the Dispute Settlement as a first option. All employees are entitled to representation of their choice.
- 20.4 The City of Joondalup will continue to deduct union membership fees and forward to the union for the life of this Agreement.
- 20.5 Union meetings, when approved by the Chief Executive Officer, may extend up to one (1) hour of paid time. After written application, meetings will usually take place at the beginning of the shift or during the last hour of the shift.

## **21. SECURITY OF TENURE IN A COMPETITIVE ENVIRONMENT**

- 21.1 The parties to this Agreement recognise that security of employment is an important issue. Employment security contributes to ensuring an environment in which employees can deliver a quality service.
- 21.2 It is agreed that the objective of employment security requires a multi-faceted approach which is supported by all parties. To this end, it has always been a priority for the City of Joondalup to develop and maintain a multi-skilled workforce, which can only be achieved in a cooperative work environment.
- 21.3 Extent of Change

This clause applies where the employer has made a definite decision that it no longer wishes the job the employee has been doing, done by anyone and that decision may lead to the termination of employment.

- This clause does not apply where employment is terminated as a result of conduct that justifies summary dismissal or in the case of casual employees, or fixed-term employees whose employment is terminated by the effluxion of time, or employees with less than one year's continuous service.

### 21.4 Change and Consultation

- 21.4.1 The employer will consult employees likely to be affected by any proposed workplace change as to the need for and reason for the change and no definite decision on the workplace change will be made until this consultation has taken place.



21.4.2 For the purposes of the discussion, the employer shall as soon as practicable provide in writing to the employees concerned and their union, all relevant information about the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be harmful to its interests.

21.4.3 Following consultation, where the employer has made a definite decision that it no longer wishes the job an employee has been doing to be done by anyone, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with their nominated representative.

#### 21.5 Transfers within the organisation/alternative employment

21.5.1 In order to mitigate the effects of change, affected employees shall wherever possible and practical, be offered a transfer to other comparable positions within the City of Joondalup and also offered the necessary and reasonable training to effect a successful transition.

21.5.2 Where an employee is transferred to other duties for the purpose of avoiding retrenchment and those duties attract a lesser rate of pay than the incumbent's previous position, the employer will make up the difference between the two rates of pay for a period of 12 (twelve) months. After this time, the lesser rate will apply.

#### 21.6 Time off to attend interviews and seek alternative employment

In order to mitigate the effects of change, an employee who has been notified of the likelihood of redundancy shall be allowed reasonable time off without loss of pay for the purpose of seeking other employment.

#### 21.7 Redundancy Package

21.7.1 In the event that the City of Joondalup is unable to provide a service that is effective and cost efficient in terms of participating in a competitive tendering market, the following redundancy procedures will occur.

Week's pay means the base rate of pay for the employee concerned.

#### **Period of Continuous Service**

#### **Severance Pay**

After 1 year

3 weeks

2 years or more

3 weeks per year of completed service up to a maximum of 52 weeks.

Provided that the severance payment shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

This is not a voluntary redundancy package.

## **22. SALARY SACRIFICE**

Employees under this Agreement may sacrifice a proportion of wages to an agreed contributory superannuation fund.

- 22.1 By mutual agreement between the employee and the employer, the employee may salary sacrifice an amount of his or her base fortnightly wage.
- 22.2 Salary sacrifice contributions may be directed to a superannuation fund of the member's choice.
- 22.3 This sacrifice shall be processed through the employer's normal payroll facility and any administrative costs will be absorbed by the employer.
- 22.4 Overtime, penalty and leave loading rates will be calculated and applied using the pre-sacrifice wage amount.
- 22.5 Employees may at any time withdraw from salary sacrifice but are required to give notice to the Manager Human Resources of at least one (1) pay period in advance ((1) fortnight). Once an employee has withdrawn from salary sacrifice and wishes to re-enter, he or she must make a new application. This application may not necessarily be accepted.
- 22.6 Employees may only alter the amount of salary sacrifice once per financial year (July to June).
- 22.7 Contributions made to the Scheme remain as "preserved funds" and may not be withdrawn until permanent retirement.
- 22.8 The conditions relating to salary sacrificing may vary from time to time depending on changes to legislation and the superannuation plan operation rules.

## **23. OCCUPATIONAL SAFETY ITEMS**

- 23.1 The employer has a moral and legal responsibility to provide safe working conditions. Thus it should be clearly understood that the City of Joondalup does not see safety related aspects of any job being "negotiated" as other conditions of employment may be. In other words, the employer recognises that from time to time, some conflict can arise between safety and some short term benefits, one of which may be increased productivity. In these cases, the employer will not increase the risk attached to employer activities to satisfy the possible wishes of the workforce or management, for "trade-off" benefits.
- 23.2 Employees shall report to supervisory staff, accidents which cause injury to people at City of Joondalup workplaces and damage to City of Joondalup vehicles, buildings and other property. Events which could readily have

resulted in the above, should also be reported to the relevant Supervisor as soon as possible.

- The employer considers this responsibility to be so important as to make it part of the employment contract.

- 23.3 All workers agree to fully comply with the employer's Occupational Health and Safety Standards. Introduction of UV radiation protection clothing shall be implemented in consultation with the Safety Representative and the Manager Operations Services.
- 23.3.1. All employees issued with the standard issue of uniform clothing will wear the uniform with City of Joondalup identification and maintain the clothing issue in accordance with the standard applied.
- 23.3.2** Two issues of three items of clothing will be supplied by the employer per annum, including windcheater in winter and a jacket every two years.
- 23.3.3** Every employee present for work and during work time, shall be capable and competent to undertake and perform the work assigned in a legal and safe manner. The use of alcohol or illegal drugs may result in termination of employment
- 23.3.4 To assist the workforce with these issues and other emotional issues that affect workplace safety and performance, the employer will make available an independent, confidential counselling service similar to EAP (Employee Assistance Program).
- 23.3.5 Heat stress may be experienced during summer periods and employees are recommended to -
- a) ensure drinking water is available on site;
  - b) wear appropriate clothing, ie. hat;
  - c) take periodic rests in a shaded location on site;
  - d) advise his/her supervisor if adversely affected by heat stress;
  - e) employees must not leave the work site without advising supervisor.
- 23.4 Operations Services' employees agree to co-operation and working to achieve a reduction in lost day workers' compensation injuries and keep time lost to a minimum.
- 23.5 All drivers are required to have a current driver's licence appropriate to the work function proposed. They shall formally advise the Supervisor in the event of any loss or suspension of their driver's licence. In such event, and in the absence of any alternative duties as agreed between the employee and the Manager Operations Services, employees will be required to take leave until such time as their licence is reinstated. Where leave entitlements are exhausted, leave without pay will be considered. Permanent loss of driver's licence by an employee will result in redeployment to another section, if available. Alternatively, the employee's contract of employment may be terminated due to

his/her inability to perform the duties for which he/she was engaged. This Clause shall not operate to diminish either party's rights under the Award.

- 23.6 The employer will initiate annual licence checks and maintain a Directorate record.

**24. AMENDMENTS TO AGREEMENT**

This Agreement expresses the mutual goodwill between employer and employee in creating a vision towards long term productivity improvements and resilience to competition that is focused beyond the division process of the City of Joondalup. However, as circumstances dictate, this Agreement does not preclude further discussions between the employer and its employees, or a representative from the employees' union or organisation of employees, to negotiate amendments to this Agreement as appropriate.

**25. NEXUS WITH FEDERAL AWARD**

The employer has negotiated with its employees an Enterprise Agreement that, when taken as a whole, is in excess of Award conditions at the time of signing. Movements in the Award will not flow on to those covered by the Award until such times as employees suffer an overall disadvantage. Therefore any movements in the Award conditions will not be viewed in isolation, but will be compared to the total package enjoyed by the employees.

**26. DEFINITIONS**

“The Act” means the Workplace Relations Act 1996.

“Commission” means the Australian Industrial Relations Commission.

“Employee” means a member of Operations Services.

“Salary” means the annual rate of payment that an employee receives on the basis of his/her classification. For the purpose of calculating all leave and termination payments, salary includes any loadings and allowances which have been paid on a regular and continuous basis, up to the time of taking leave or termination, but does not include any extraneous payments.

“Delegate” means a nominee of the Manager Operations Services.

“Union” means the Municipal Employees' Union.

“Consultation” shall mean that the parties will confer and that the views expressed by both parties shall be taken into account before final decisions are made.

“Cleaning Section” encompasses employees transferred from the former Collective Workplace Agreement and included within the Operations Services Business Unit personnel.

“Ordinary hours” shall mean an average of 38 hours per week or 76 hours per fortnight and paid at ordinary time rates.

**SIGNATORIES TO THIS AGREEMENT**

Signed on behalf of the Union

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...../...../02

Signed for and on behalf of the City of Joondalup

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...../...../02