

CITY OF JOONDALUP

**BUILDING MAINTENANCE SERVICES
(OUTSIDE EMPLOYEES)
COLLECTIVE AGREEMENT 2006**

1. SCOPE AND PERSONS BOUND

This Agreement shall be binding upon the City of Joondalup (referred to in this Agreement as “the City”), within the State of Western Australia and those employees (Carpenters) employed in Schedule 3 - Classifications (4) Carpentry and Joinery.

2. DEFINITIONS

2.1 For the purposes of this Agreement and unless a contrary intention appears, the following definitions apply:

- a) ‘City’ means the City of Joondalup.
- b) ‘Agreement’ means this document.
- c) ‘Employee’ means an employee of the Building Maintenance Services.
- d) ‘Parties’ means the City of Joondalup and the employees covered by this Agreement.
- e) ‘After hours call outs’ means when an employee is unexpectedly requested to work outside the ordinary hours and this is communicated outside of the ordinary hours of work. A callout does not include pre-arranged overtime.
- f) ‘Commission’ means the Australian Industrial Relations Commission.
- g) ‘Consultation’ means the parties will confer and that the views expressed by both parties shall be taken into account before final decisions are made.
- h) ‘Logical task completion’ means work in progress and can be completed in a reasonable timeframe with approval from the Supervisor.
- i) ‘Ordinary hours’ means an average of 38 hours per week or 76 hours per fortnight and paid at ordinary time rates.
- j) ‘Private works’ means work being undertaken for an external City, State Agency or at the request of a resident where the City has quoted on the works.
- k) ‘The Act’ means the *Workplace Relations Act 1996* as amended.
- l) ‘Wages’ means the annual rate of payment that an employee receives on the basis of his/her classification and includes annualised annual leave loading and annualised industrial allowance. For the purpose of calculating all leave and termination payments, wages 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.

3. OBJECTIVES

The Objectives underpinning this Agreement are to establish a rewarding work environment in which employees are committed to achieving the City's goals:

Commitment

- 3.1 The parties will continue to undertake process improvement, improve service delivery, strive to understand customer needs and provide quality information, advice and service.

Trust

- 3.2 Instill a culture of trust, openness and empowerment and a commitment to shared organisational goals and plans. The City will continue to develop appropriate policies through ongoing consultation, negotiation and grievance processes. The City and its employees will continue to commit to shared organisational development and plans.

Employment Security

- 3.3 The parties are committed to enhancing the quality of employment for employees through the ongoing implementation of the philosophies and values of the organisation. A focus on continual improvement and innovation in order to increase organisational responsiveness, flexibility, efficiency and effectiveness whilst endeavouring to provide secure and quality employment opportunities.

Training and Employee Development

- 3.4 Promotion of training and development in which the City provides opportunities for employees to engage in continuous learning. The employee will be provided with the opportunity to undertake appropriate training and development in accordance with the City's policies.

4. TERM

- 4.1 This Agreement shall commence operation on and from the day it is lodged with the Office of the Employment Advocate.
- 4.2 The nominal expiry date of this Agreement shall be 6 September 2008. However, this Agreement shall continue to operate beyond the normal expiry date and apply to employees beyond the nominal expiry date until a replacement Workplace Agreement is made or this Agreement is terminated in accordance with the *Workplace Relations Act 1996*.
- 4.3 Should any provision of this Agreement be declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provision of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

4.4 This Agreement is a stand-alone Agreement and no other Award, Collective Agreement, pre-reform Certified Agreement, preserved State Agreement or Notional Agreement Preserving State Awards shall have any affect in relation to employees covered by this Agreement while this Agreement exists.

4.5 If but for this Agreement an award or notional agreement preserving State awards would apply to the employment of employees covered by this Agreement, then those terms of the award or notional agreement preserving State awards, as in force from time-to-time, that are about or incidental to, or that are machinery provisions in respect of, any of the following matters:

- (a) Rest breaks
- (b) Incentive based payments and bonuses
- (c) Annual leave loadings
- (d) Observance of public holidays or payment in respect of those days
- (e) Days to be substituted for public holidays
- (f) Monetary allowances for:
 - (i) Expenses incurred in the course of employment, or
 - (ii) Responsibilities or skills that are not taken into account in rates of pay for employees, or
 - (iii) Disabilities associated with the performance of work in particular conditions or locations.
- (g) Loadings for overtime or shift work.
- (h) Penalty rates, and
- (i) Any other protected allowable award matters prescribed by the *Workplace Relations Regulations 2006*.

are expressly excluded and have no effect in relation to the employees employment.

5. PLANNING FRAMEWORK

The City has a Planning Framework that cascades the Council's priorities throughout the organisation. The Framework consists of a series of plans ranging from plans that set the broad aims and objectives for the organisation, through to plans that set individual employee performance targets. The Framework ensures that all Plans link back to the key focus areas and objectives and strategies outlined in the Strategic Plan. The Plans in the framework are:

- Strategic Plan: Identifies the key focus areas, objectives and strategies for the organisation.

- High Level Plans: Further articulates the specifics of key focus areas.
- Strategic Financial Plan: Details the resources required to achieve the Strategic Plan.
- Annual Plan: Sets annual priorities for the City to achieve the Strategic Plan.
- Business Unit Plans: Outlines how each business unit intends to address the strategic focus areas through the identification of annual initiatives and projects.
- Individual Performance Reviews: Sets work plan performance targets for individual employees.

6. CONTRACT OF SERVICE

Basis of employment

6.1.1 The basis of employees' employment is either Full time, Part time or Casual.

Full time means an employee engaged on the basis of a 38 hour week.

Part time means an employee engaged to work less hours than a full time employee. Part time employees accrue entitlements under this Agreement on a pro rata basis proportionate to the number of hours worked per week.

Casual means an employee engaged by the hour from time to time that work is offered. Work may not be available each week or work cycle and a casual employee is not entitled to any form of paid leave unless otherwise provided for in this Agreement. A casual employee will receive a 20% loading in recognition of the fact that they do not receive paid leave.

6.1.2 Employees may also be engaged on a fixed term contract with no guarantee of ongoing employment beyond that fixed term contract.

Probation

6.2 The employee's first three months of employment with the City is a probationary period. During this period an employee's employment may be terminated by either party in accordance with sub clause 6.5.

Duties and responsibilities

6.3 An employee's duties and responsibilities are as advised to employees by the City. The duties and responsibilities may be varied by the City, after consulting with employees, provided that they are within the employees' range of skills, qualifications, competence and training. At all times in performing their duties and responsibilities, employees are required to:

- a) comply with any lawful and reasonable direction given to employees by the City; and

- b) ensure the highest level of safe working practices are adhered to and maintained.

Work Location

6.4 Employees may be required to work at any place of business operated or accessed by the City for business purposes. Whilst employees may be engaged initially to work at a particular City location, during their employment employees may be directed on a temporary or permanent basis to work at any other location.

Termination of employment

6.5 An employee’s employment may be terminated:

- a) in the case of new employees’ during the probationary period or casual employees, by either party giving one hour’s notice;
- b) without notice by the City for serious misconduct; or
- c) with notice or payment in lieu of notice prescribed by the table below in any other circumstance when the City gives the employee notice; or
- d) by the employee resigning and giving the City notice of as contained in the table below.

Employees period of continuous service with the City	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If an employee is over 45 years of age and has been employed by the City for more than 2 years at the time of termination, the City must provide the employee with a further week’s notice in addition to the period specified in the table above.

Termination by the City without notice

6.6 Nothing in this clause affects the City’s right to dismiss an employee without notice for serious misconduct or a serious breach of this Agreement, in which case an employee is only entitled to be paid for the time worked up to the time of dismissal.

Fixed term contract

6.7 If an employee is employed for a specific term their employment shall automatically cease upon the expiration of the term specified.

Failing to give required notice

6.8 If an employee fails to give the required notice or fail to work out the required notice period, the City may deduct from monies owing to the employee upon termination an amount equivalent to the wage the employee would have earned for working the balance of the required notice period.

Return of Property

6.9 Upon termination the employee shall immediately return all property to the City.

Non Attendance

6.10 Where an employee cannot be usefully employed due to strike, breakdown of equipment or any stoppage of work over which the City cannot be reasonably held responsible, the City may deduct or withhold payment from the employee for any part of such day. This does not break their continuity of employment for the purposes of any entitlements.

Notification

6.11 It is a condition of employment that the employee notifies the City no later than prior to the time an employee is required to commence ordinary working hours (except in extraordinary circumstances where it is not possible to do so) of their inability to attend work for any reason and the estimated duration of the absence. Failure to notify the City after being absent for more than one week shall entitle the City to regard the employee’s actions as having terminated their contract of employment.

7. RATES OF PAY

Wages

7.1 This Agreement shall provide for an increase in the rates of pay for each classification level covered by this Agreement of 4% or \$30 per week whichever is the greater to take effect from the first pay period commencing on or after 1 July 2005, 1 July 2006 and 1 July 2007.

Wages Schedule (Per Annum)

Current EBA Rates	Effective 1st July 2005	Effective 1st July 2006	Effective 1st July 2007
\$37,942.32	\$39,502.32	\$41,082.41	\$42,725.71

7.2 Your rate of pay will be no less than that determined by the Australian Fair Pay Commission.

Junior Rates

7.3 If an employee is under 21 years of age, their rate of pay shall be calculated as a proportion of the adult rate of pay in accordance with the following percentages:

	%
Up to 16 years	38
16 years of age	46
17 years of age	53
18 years of age	73
19 years of age	88
20 years of age	100

Payment of Wages

7.3.1 The employee's wages shall be paid fortnightly by the direct debit system at a financial institution nominated by the employee.

7.3.2 The employee's final pay, upon termination of their employment shall be paid to the employee in the normal pay period on or after the last day of work provided the employee has returned all property in accordance with 6.9.

8. MOTIVATIONAL REWARDS

The City recognises the efforts of employees who undertake activities beyond their normal call of duties. Employees who demonstrate levels of additional quality service will be considered for individual or team rewards. These rewards are in addition to any entitlements under this Agreement and at the discretion of the employer. The aim is to:

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

9. SALARY PACKAGING

9.1 In order to provide incentives to attract and retain employees, salary packaging is offered so that benefits can be accessed through the City.

9.2 Notwithstanding the rates of pay in this Agreement, an employee can enter into negotiations with the City with respect to an individual salary package that may result in the cash component of his/her salary or wage being reduced.

- 9.3 Negotiated salary packages shall be established as a separate written salary packaging agreement between the employee and the City, setting out the terms and conditions as outlined in Schedule 1 – Salary Packaging.
- 9.4 Withdrawal from the salary packaging agreement by the employee shall be in writing and shall be effective in accordance with the terms of the salary packaging agreement.

10. HOURS OF DUTY

Ordinary Hours

- 10.1 The maximum number of ordinary hours employees will be required to work in any week shall be 76 hours over a fortnight or 8.5 hours (eight hours plus thirty minutes) per day. The actual hours of work each week will depend on the specific roster employees are required to work.
- 10.2 The ordinary hours worked per fortnight will be 76 hours spread over 9 days Monday to Friday excluding weekends working between 6.00am to 6.00pm. By mutual agreement, variation to these normal working hours, including shift lengths and start and finish times, may be entered into by the City and affected employees.
- 10.3 Employees may work their mutually agreed RDO at ordinary pay rates. The hours worked may be:
- Paid out at normal rates in conjunction with fortnightly pays;
 - Taken in a continuous period by mutual consent;
 - Accrued and used as additional family leave within the current financial year; or
 - Accrued and cashed out at the end of the financial year.

If an employee is directed by the City to work their RDO this will be paid at overtime rates as provided for in Clause 10.8 item 1.

- 10.4 Rostered Days Off as outlined in clause 10.4 shall not apply when employees work on public holidays. Employees engaged to work on a public holiday shall be paid at overtime rates as provided for in Clause 10.8 item 4.

Breaks

10.5 Employees are entitled to an unpaid meal break of at least 30 minutes after not more than 5 hours work. The taking of the meal break can be delayed by mutual agreement in the event it is not practical to take the break. A 10-minute morning tea break shall apply after 2.5 hours continuous work.

10.6 An employee who is required to continue working for more than two hours after his usual knock-off time on any day shall, provided that an unpaid meal break is taken of not less than 15 minutes, be supplied by the employer with a reasonable meal or, in lieu of such a meal, shall be paid an allowance of \$8.30 for that meal.

Overtime Hours

10.7 Employees may be required to work reasonable overtime above the ordinary hours provided in Clause 10. – Hours of Duty.

10.8 Employees will be paid the following rates for working beyond 76 hours a fortnight and 8.5 hours per day:

1. Monday to Friday - 1.5 times an employee's ordinary hourly rate for the first two hours and 2.0 times their ordinary hourly rate thereafter.
2. Saturday – 1.5 times an employee's ordinary hourly rate for the first two hours and 2.0 times their ordinary hourly rate thereafter.
3. Sunday – 2.0 times an employee's ordinary hourly rate.
4. Public Holidays – 2.5 times an employee's ordinary hourly rate.

Time off instead of pay

10.9 Instead of payment employees may elect to be paid time off equal to the overtime worked. Time off arrangements must be made with the City. Employees will be paid for any accrued time off if their employment terminates before they have taken paid time off.

Call Outs

10.10 All after hours call out work will be paid at the rate of double time with a minimum of 3 hours callout.

Ten Hour Break

10.11 All employees (except casuals) covered by this Agreement and engaged in call-outs shall be entitled to a minimum 10-hour break after completion of the works requested within the callout. Where a 10-hour break is not given then the employee affected shall be entitled to double time for the entirety of the next shift.

11. ANNUAL LEAVE

11.1 Full time and part time employees are entitled to 4 weeks annual leave after 12 months continuous service in accordance with the following.

11.2 Subject to this clause, an employee's entitlement to annual leave accrues on the basis at the rate of 1/13 of the number of ordinary hours worked during each 4 week period of continuous service.

Annual leave does not accrue during any period of unpaid leave or unpaid absences.

11.3 Annual leave is paid at an employee's ordinary rate of pay.

11.4 Where an employee's employment terminates the employee shall be entitled to be paid any untaken accrued annual leave.

11.5 Annual leave can be taken by employees requesting to take some or all of the annual leave which has been accrued, subject to authorisation by the City. The City will not unreasonably refuse a request to take annual leave, however authorisation is subject to Clause 11.6.

11.6 Annual leave rosters will be designed to ensure that continuous and effective operation is maintained. All applications for annual leave shall generally be for a minimum period of 5 consecutive days for those employees typically working a 9-day fortnight. Applications for periods of less than 5 consecutive days may be approved by the City in exceptional circumstances.

11.7 The City may direct an employee to take annual leave after an employee has accumulated 8 weeks annual leave.

11.8 Where the City shuts down all or any part of the business employees may be required to take accrued annual leave. If an employee does not have any annual leave accrued they will be required to take leave without pay.

11.9 Any untaken leave in one year cumulates to the next year.

Cash-out Annual Leave

11.10 By written Agreement with the City, each 12 months an employee may elect to cash out part of their accrued annual leave entitlement, provided that an employee cannot cash out more than 2 weeks each 12-month period.

Casual exclusion

11.11 This clause does not apply to casual employees.

12. PERSONAL / CARER'S LEAVE

- 12.1 Full time employees are entitled to 10 days personal/carer's leave after 12 months continuous service. Part time employees are entitled to a pro-rata entitlement based on the average number of ordinary hours worked per week up to a maximum of 38.
- 12.2 An employee's entitlement to personal/carer's leave accrues on a pro-rata basis at the rate of 1/26 of the number of ordinary hours worked during each 4 week period of continuous service. Personal/carer's leave does not accrue during any periods on unpaid leave or unpaid absences.
- 12.3 Employees entitled to paid personal/carer's leave will be paid the amount they would have reasonably expected to be paid had they worked during that period.
- 12.4 The provisions of this clause with respect to payment do not apply if employees are receiving worker's compensation.
- 12.5 Any untaken leave in one year cumulates to the next year.

Sick Leave

- 12.6 If employees are unable to attend or remain at their place of employment during the ordinary hours of work, for reasons of personal ill health or injury they shall be entitled to payment during such absences in accordance with this clause. Paid sick leave is deducted from an employee's accrued entitlement to personal/carer's leave.
- 12.7 To be entitled to sick leave employees must advise the City as soon as reasonably practical of their inability to attend work because of personal illness or injury. Whenever possible the employee should advise the City prior to the commencement of their shift and indicate the expected duration of their absence.
- 12.8 For all absences due to illness or injury, an employee must provide a medical certificate indicating that they were unfit for work during the period because of personal illness or injury. In the event that it is not reasonably practical to obtain a medical certificate a statutory declaration must be provided detailing the same information. This must be provided to the City as soon as reasonably practical.

Carer's Leave

- 12.9 Carer's leave is paid or unpaid leave taken to provide care and support to a member of immediate family or household because of:
- a) personal illness or injury of the member; or
 - b) an unexpected emergency affecting the member.

12.10 For the purpose of this clause:

a) “immediate family” means

- an employee’s spouse, child (including adult child), parent, grandparent, grandchild, or sibling; or
- a child (including adult child), parent, grandparent, grandchild, or sibling of their spouse.

b) “spouse” includes former spouse, de facto spouse and former de facto spouse.

c) “household” means any other person who lives with the employee as a member of their family.

12.11 Paid carer’s leave is deducted from an employee’s accrued personal/carer’s leave. However the maximum amount of paid carer’s leave employees are entitled to take in any 12 month period prior is 10 days.

12.12 Employees (including casual employees) are entitled to a period of up to 2 days unpaid carer’s per occasion specified in subclause 12.9. The unpaid leave of up to 2 days is to be taken as a single unbroken period, unless otherwise agreed between the employee and the City. Full time and part time employees are not entitled to take unpaid carer’s leave if they are able to take paid personal/carer’s leave.

12.13 To be entitled to carer’s leave (either paid or unpaid) employees must advise the City as soon as reasonably practical of their inability to attend work in order to provide care and support. Whenever possible employees should advise the City prior to the commencement of their shift and indicate the expected duration of their absence.

12.14 For all absences for carer’s leave, employees must provide the following:

a) in the case of illness or injury of a member of the employee’s immediate family or household employees must provide:

- a medical certificate indicating that a member of the employee’s immediate family or household has, had or will have a personal illness or injury during a period of the leave: or
- a statutory declaration which includes a statement that the employee requires/required leave to provide care or support to a member of their immediate family or household because of personal illness or injury.

b) in the case of an unexpected emergence a statutory declaration which includes a statement that the employee requires/required leave to provide care or support to a member of their immediate family or household because of an unexpected emergency affecting that person.

- 12.15 The City may require employees to provide proof to satisfy a reasonable person of the relationship between the employee and the person the employee is taking carer's leave to provide care and support to.

Casual Exclusion

- 12.16 Except for unpaid carer's leave, this clause does not apply to casual employees. When taking unpaid carer's leave, casual employees must comply with the notice and evidence requirements specified in 12.13, 12.14 and 12.15.

13. UNUSED SICK LEAVE

- 13.1 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 causes substantial disruption to the operations of the employer.

- 13.2 For employees who do not use all their sick leave accruals the City agrees to pay out sick leave entitlements on resignation, retirement or redundancy 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

And it further provides for a graduated entitlement to the unused sick leave as per the following Entitlement Percentage model:-

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

- 13.3 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 immediate liability for the City.

14. COMPASSIONATE LEAVE

- 14.1 Employees are entitled to 3 days paid compassionate leave per occasion in accordance with the following:
- a) for spending time with a member of the employee's immediate family or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life.
 - b) after the death of a member of the employee's immediate family or household.
- 14.2 For the purpose of this clause:
- a) "immediate family" means
 - an employee's spouse, child (including adult child), parent (including former guardian), grandparent, grandchild, or sibling; or
 - a child (including adult child, adopted child, stepchild, foster child, ex nuptial child), parent, grandparent, grandchild, or sibling of their spouse.
 - b) "Spouse" includes former spouse, de facto spouse and former de facto spouse.
 - c) "household" means any other person who lives/lived with the employee as a member of their family.
- 14.3 Unless otherwise agreed between the employee and the City, compassionate leave can be taken as a single unbroken absence of 3 days or three separate periods of 1 day each.
- 14.4 In addition to these 3 days, an employee shall be entitled to use an additional 2 days of their existing personal/carer's leave accrual in any one instance where such leave is approved by the City.
- 14.5 In order to be entitled to compassionate leave employees must provide the City with evidence to satisfy a reasonable person of the illness, injury or death. The City may require an employee to provide proof to satisfy a reasonable person of the relationship between the employee and the person the employee is taking compassionate leave for.
- 14.6 Employees must also advise the City as soon as reasonably practical of their intention to take compassionate leave. Whenever possible employees should advise the City prior to the commencement of their shift and indicate the expected duration of their absence.

14.7 Where employees are entitled to compassionate leave they will be paid the amount they would have reasonably expected to be paid had they worked during that period.

14.8 Casual employees shall not be entitled to leave under this clause.

15. LEAVE WITHOUT PAY

15.1 Subject to the provisions of sub clause 15.2 of this clause, the City may grant an employee leave of absence without pay for a period not exceeding 12 months in the first instance.

15.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

- a) The operations of the business unit is not unduly inconvenienced;
- b) All annual leave and long service leave credits are acquitted;
- c) The minimum period of leave without pay that may be granted is 1 day; and
- d) Approval for applications for leave without pay for periods in excess of 10 months must be sought from the Director, on the recommendation of the Manager.

15.3 It is the responsibility of the employee to understand the relevant impact on taking leave without pay on entitlement accruals.

15.4 When accepting a secondment opportunity with another employer, the employee will not normally be required to exhaust all other leave credits.

15.5 The provisions of this clause shall not apply to casual employees.

16. PUBLIC HOLIDAYS

16.1 The following days shall be observed as public holidays:

- a) New Year's Day (1 January);
- b) Australia Day (26 January);
- c) Labour Day;
- d) Good Friday;
- e) Easter Monday;
- f) Anzac Day (25 April);
- g) Foundation Day;
- h) Sovereign's Birthday
- i) Christmas Day (25 December);
- j) Boxing Day (26 December).

- 16.2 When one of the days listed above falls on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be treated as a public holiday in lieu of the days listed in 16.1.
- 16.3 Given the nature of this business, certain sections of the City may operate on public holidays. In order to maintain service requirements employees in those sections are generally expected to work on public holidays which fall on their normal rostered days.
- 16.4 Unless employees are requested to work on a public holiday they are entitled to that day off. Except for casual employees, if employees are not required to work on a day that they are normally rostered to work because it is a Public Holiday, they will be paid for the ordinary hours they would normally work on that day.
- 16.5 Employees may be requested by the City to work on a public holiday and if so they will be paid a total of 2.5 times their ordinary rate of pay for each hour worked on that day.
- 16.6 If requested to work employees must attend for work unless they have reasonable grounds for refusing the request. Any request to refuse to work a public holiday must be made in advance and will be considered by the City in accordance with the *Workplace Relations Act 1996*.

17. LONG SERVICE LEAVE

- 17.1 The provisions of the *Local Government Long Service Leave Regulations* (as amended) shall apply to employees under this Agreement.

18. UNPAID PARENTAL LEAVE

- 18.1 Full time, part time and eligible casual employees are entitled to, after 12 months continuous service with the City, up to 52 weeks unpaid parental leave following the birth or adoption of a child in accordance with the *Workplace Relations Act 1996*.
- 18.2 An eligible casual employee is a casual employee who has been employed by the City on a regular and systematic basis during a period of at least 12 months and who, but for the an expected birth or placement of a child would have a reasonable expectation of continuing engagement with the City of a regular and systematic basis.

18.3 In summary, the entitlement to parental leave can be taken as maternity leave and/or parental leave, or adoption leave. The entitlement to 52 weeks unpaid parental leave is an entitlement which is shared between the employee and their spouse.

19. PAID PARENTAL LEAVE

19.1 Six weeks paid parental leave will be available to all full time and part time employees eligible for parental leave as prescribed in Clause 18. Paid parental leave will form part of the 52 weeks parental leave entitlement.

19.2 Part-time employees are eligible for paid parental leave paid on a pro rata basis. The payment for the leave will be determined on the basis of the average weekly hours the employee worked in the preceding 12 months.

19.3 All existing entitlements will accrue during this period of paid leave.

19.4 Paid parental leave may be taken in a lump sum at the commencement of parental leave, or paid on a fortnightly basis either at the ordinary rate over 6 weeks or at half pay over 12 weeks.

19.5 This clause shall not apply to casual employees.

20. PURCHASED LEAVE SCHEME

An employee and the City may agree in writing on the following self-funded leave arrangements in accordance with endorsed policies/guidelines as amended from time to time:

- 50/52 weeks
- 48/52 weeks
- 4/5 years

21. SUPERANNUATION

21.1 Superannuation shall be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

21.3 Contributions shall be paid into a fund nominated by the City.

22. CONSULTATION GROUP

- 22.1 The parties recognise the need for monitoring the operation of this Agreement.
- 22.2 The parties shall be able to convene at a 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.
- 22.3 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.

23. DISPUTE SETTLEMENT PROCEDURES

- 23.1 If a question, dispute or difficulty should arise in the workplace as a result of the meaning or effect of this Agreement, then the following procedures shall apply:
- 23.1.1 The employee and their nominated support person shall discuss the matter with the immediate supervisor. Where the matter cannot be satisfactorily resolved the supervisor shall, within 3 working days, or such other period agreed between the parties, refer the matter to a Co-ordinator with the employee being advised accordingly.
- 23.1.2 The Co-ordinator, where possible, will respond to the matter raised within 1 week of it being referred. If the Co-ordinator is unable to resolve the matter it shall be referred to the Manager and the employee advised accordingly.
- 23.1.3 The Manager, where possible, will respond to the matter raised within 1 week of it being referred. If the Manager is unable to resolve the matter it shall be referred to the appropriate director and/or CEO and the employee advised accordingly.
- 23.2 There will be a commitment to following this process and all efforts will be made to facilitate the earliest possible resolution through open communication.
- 23.3 All relevant facts shall be clearly identified and recorded.
- 23.4 At all times throughout the process, the parties will maintain confidentiality and matters pertaining to the dispute will only be discussed with relevant parties. Breaches of confidentiality may result in employees being subject to disciplinary measures.

23.5 Emphasis shall be placed on a settlement. However if the negotiation process is exhausted without the dispute being resolved, that matter may be referred by either party to the Australian Industrial Relations Commission for assistance in resolving the dispute by the process of private mediation and, if that is unsuccessful, for formal determination.

Before the private mediation, the Commission may confer informally with the parties about matters of procedure, such as:

- the presentation of each side's position (whether oral or in writing);
- confidentiality requirements;
- representation at the conciliation;
- timing, location and duration of the conciliation;
- whether a telephone conference is all that is needed in the first instance; and
- any further particulars about the Commission's role in relation to establishing procedures.

Subject to the preceding clause, it is agreed that the Commission will observe confidentiality about all aspects of the matters in dispute and may do such things as:

- help the parties identify and define the matter(s) in dispute;
- help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
- where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matter(s) in dispute quickly, fairly and cost-effectively; and
- act as the facilitator of direct negotiations between the parties.

The parties may agree that during the mediation process, the Commission may, at its discretion, discuss the matter in dispute privately with any of the parties to the dispute or their representatives. The Commission shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised by the parties to do so.

If the matter(s) in dispute remain unresolved, the Commission may make a formal determination.

The parties agree to abide by the determination.

Before making its determination, the Commission will give the parties an opportunity to be heard formally on the matter(s) in dispute. In making its determination the Commission will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in mediation.

The Commission can make and issue directions in relation to the process leading to its determination and the parties will abide by those directions.

The Commission will provide the determination in writing to the parties as quickly as practicable after hearing the parties. A determination of the disputed matter or matters will not constitute an order by the AIRC under the *Workplace Relations Act 1996*.

- 23.6 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the Commission for resolution, in which case the parties agree to be bound by any recommendations to resolve the dispute made by the agreed person or body.
- 23.7 In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures on the negotiation and conciliation are being followed.
- 23.8 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 23.9 Employees will be granted reasonable time to discuss with the Manager and resolve disputes without loss of pay.

24. CHANGE AND REDUNDANCY

Redundancy

- 24.1 The City will consult employees likely to be affected by any proposed major workplace change which may lead to employees being made redundant as to the need for and reason for the change and no final decision on the workplace change will be made until this consultation process has taken place.
- 24.2 Following consultation, where the City 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 City shall hold further discussions with the employee(s) directly affected and their nominated representative.
- 24.3 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 and also offered the necessary and reasonable training to effect a successful transition. Where an employee is offered a comparable position either internally or externally and refuses to take up the position, the City will not be liable for any redundancy severance payments.
- 24.4 Where alternative employment is secured in accordance with clause 24.3 for the employee but they are not suitable for the position and terminated then the City may at its discretion on a case-by-case basis determine that a redundancy payment may still be made providing the period has not exceeded three months.
- 24.5 Where an employee agrees to be transferred to other duties in accordance with clause 24.3 and those duties attract a lesser rate of pay than the incumbent's previous position, the City will make up the difference between the two rates of pay for a period of 12-months. After this time the lesser rate will apply.

- 24.6 Where a position has been made redundant, and a suitable transfer has not been possible, an employee shall receive:
- 4 weeks pay in lieu of notice; plus
 - 1 weeks pay in lieu of notice if over 45 years of age; and
 - 3 weeks for every completed year of service to a maximum of 52 weeks.
- 24.7 Where an employee has been employed by the City for a minimum of 5 completed years, pro rata long service leave shall be provided if the employee is not otherwise entitled to pro rata long service leave under the Local Government Long Service Leave Regulations as amended. All other pro rata entitlements payable under this Agreement to a terminating employee will be paid.
- 24.8 Where the circumstances of an employee made redundant are such that it will be extremely difficult for that employee to find another job, the City may exercise its discretion to provide additional benefits to such employees. In this event, details of the redundancy package for such an employee shall be published in accordance with s.5.50(2) of the *Local Government Act 1995*.
- 24.9 Professional counselling services including financial counselling and outplacement shall be available free of charge from the City for an employee to be made redundant. The City's contracted employee assistance service shall be provided free of charge for all employees made redundant. Counselling services provided by the employer will cease once the employee's services are terminated unless otherwise agreed to by the City.
- 24.10 This clause does not apply to casual employees, fixed term employees, apprentices, or trainees.

25. EMPLOYEE TRAINING

- 25.1 The City encourages training of its employees and to that end endorses training programs that are of mutual benefit.
- 25.2 The parties to this Agreement are committed to cooperating actively to increase efficiency and productivity within the City and to enhance the career opportunities and job security of employees through a greater commitment to training and job-related skill development.
- 25.3 The City from time to time will incorporate new technology, which may include but not be limited to mobile phones, for the purpose of enhancing customer service and operational objectives including workplace safety.
- 25.4 The parties agree that adequate training will be provided by the City in the use and application of technology where applicable to each position, however no additional payments or allowances will be made to employees for the use of technology.

25.5 Accordingly, the parties commit themselves to:

- Developing a more highly skilled and flexible workforce;
- Providing employees with career opportunities through appropriate training to acquire skills;
- Reviewing workplace practices to ensure positions are correctly classified and employees' skills are utilised to the fullest extent practicable.

25.6 The City shall develop training programs consistent with the size, structure and nature of the operations of the City and the current and future skill needs of the City and its employees.

25.7 Where the City approves training to be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary hours the employee concerned shall not suffer any loss of ordinary pay. The City shall not unreasonably withhold such paid training leave.

26. OCCUPATIONAL SAFETY AND HEALTH

26.1 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.

26.2 Employees shall report to supervisors, accidents that cause injury to employees at the City workplaces and damage to the City's vehicles, buildings and other property. Events that could readily have resulted in the above should also be reported to the relevant Supervisor as soon as possible.

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

26.4 The parties agree to fully comply with the employer's Occupational Safety and Health policies, procedures and any relevant Legislation and the City's Corporate Procedures.

26.5 All employees issued with the standard issue of uniform clothing (high visibility) will wear the uniform with City of Joondalup identification, and maintain the clothing issue in accordance with the City's Corporate Procedures Manual and relevant Policies.

- 26.6 The City will supply employees in Building Maintenance Services 2 issues of 3 items of clothing per annum, including a windcheater in winter and a jacket every two years. Wet weather gear shall be provided and must be used when appropriate. All items will be high visibility to enhance employee safety.
- 26.7 Every employee presenting 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 or being found to be under the influence of alcohol or illegal drugs may result in termination of employment.
- 26.8 To assist the workforce with these issues and other issues that affect workplace safety and performance, the City will make available an independent, confidential counselling service.
- 26.9 The parties agree that a working party will be established during the term of this Agreement to develop a policy on inclement weather.
- 26.10 Both parties agree to co-operate in achieving a reduction in workers' compensation injuries and to keep lost time to a minimum.
- 26.11 All drivers are required to have a current driver's licence appropriate to the work function proposed. They shall advise the Supervisor in writing 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 City, 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 at the City's discretion. Loss of driver's licence by an employee may 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 Agreement.
- 26.12 The City will initiate annual visual checks including but not limited to driver's licence, certificates of competency including but not limited to elevated work platform certificates, and chainsaws. The City will maintain a corporate record, which will contain a copy of the certificates, driver's licence and signed motor vehicle authorisation form.
- 26.13 The City reserves the right to request employees to produce their original driver's licence or other certificates in accordance with Clause 26.12 at any time and the employee must do so within 2 working days.

26.14 Heat stress may be experienced during summer periods and employees are recommended to:

- Ensure drinking water is available on site;
- Wear appropriate clothing;
- Take periodic rests in a shaded location on site when feeling affected by the heat;
- Advise the supervisor if adversely affected by heat stress.

26.15 Employees are not to leave a work site without advising their supervisor.

27. SHIFT WORK

27.1 (a) The City may work any job on shifts but before doing so shall give notice of intention to the employees and details of the intended starting and finishing times of ordinary working hours of the respective shifts.

(b) Such notice shall be given as soon as practicable but not less than seven days before the day upon which it is intended that the shifts will commence.

27.2 (a) Where work on any job is carried out on shifts and less than seven consecutive shifts (other than day shift) are worked on that job then the employees employed on such shifts shall be paid at the rate of time and a half for the first two hours and double time thereafter for the time so worked on each such shift other than day shift.

(b) The sequence of work shall not be deemed to be broken under paragraph (a) of this subclause by reason of the fact that work on the job is not carried out on a Saturday or Sunday or on any public holiday prescribed in this Agreement.

27.3 The loading on the ordinary rates of pay, for any shift other than day shift worked in ordinary hours shall be -

(a) fifteen per cent; or

(b) twenty-five per cent if an employee is required to work for more than one week consecutively on a shift other than day shift but only in the consecutive second or subsequent weeks of shifts other than day shift and then only until that worker works for at least one week on day shift.

SCHEDULE 1 – SALARY PACKAGING

1. PROCEDURES

- a) Notwithstanding the rates for the various salary classifications in this Agreement, amended from time to time, employees will be able to enter into negotiation with the employer for an individual salary package which may result in the cash component of their salary being reduced.
- b) Where agreement is reached between an employee and the employer in accordance with subclause 3(a) below, Fringe Benefits may be provided to the extent that the cost to the employer of providing the Fringe Benefits and the reduced Salary does not exceed the Total Remuneration established by the employer for that employee.
- c) It is recommended that employees seek independent financial advice before entering into salary packaging to assess if it is a suitable option given all their particular personal circumstances.

2. DEFINITIONS

For the purposes of this Schedule, the following expressions will, unless the contrary intention appears, have the meaning hereby respectively applied to them, namely:

- a) Fringe Benefits means any non-cash benefit and cash payment made or expected to be made for the benefit of an employee and any cash payment made or expected to be made to the employee by way of reimbursement of expenses incurred or expected to be incurred by the employee.
- b) Base salary means the salary classification of the employee.
- c) Salary means remuneration by way of regular periodical cash payment subject to PAYG tax.
- d) Salary sacrifice means that part of the Package set aside to cover the payment of Fringe Benefits and includes liability for fringe benefits tax and the Goods and Services Tax, if any, and all employer administrative costs and charges.
- e) Package means the employer's annual budgeted cost of providing the employee's Base Salary and allowances if any as Salary plus any compulsory employer superannuation support.

3. TERMS AND CONDITIONS

- a) Each employee who negotiates an individual salary package will be required to enter into an agreement with the employer that sets out the terms and conditions applying to the provision of his/her reduced Salary and Fringe Benefits. Such terms and conditions will include the following:
- i) Employer superannuation calculated on an employee's Base Salary before the deduction of any Salary Sacrifice;
 - ii) For periods of paid leave at full rates of pay, the employee retains his/her reduced Salary and Fringe Benefits;
 - iii) Where applicable, overtime will be calculated on an employee's Base salary before the deduction of any Salary Sacrifice;
 - iv) Subject to subclause 3(b) the continuation of an employee's individual salary package will be subject to the employee's employment continuing to be governed by this or a replacement Agreement that provides for individual salary packaging.
- b) Each employee who enters into an agreement in accordance with the provisions of subclause 3(a) above will be entitled to withdraw from, or renegotiate, any reduced Salary and Fringe Benefits on the occurrence of any of the following events:
- i) Where any changes to laws affecting all or some of the elements of the reduced Salary and Fringe Benefits involves a financial disadvantage to the employee if he or she continued to receive the reduced Salary and Fringe Benefits;
 - ii) The employee's divorce or separation;
 - iii) Where the employee is unfit for duty due to illness or injury and has exhausted his or her entitlement to paid leave at full rates of pay;
 - iv) Where the employee takes extended leave including parental leave and has exhausted his or her entitlement to paid leave at full rates of pay;
 - v) Any other circumstances approved by the employer.
- c) Any withdrawal from an agreement by an employee in accordance with subclause 3(b) shall be made by the employee giving the employer not less than 14 day's notice in writing.

- d) As the City is assisting employees by providing an individual salary package, and recognising that the law and circumstances may change, and that the employer is relying on third parties to provide the Fringe Benefits, the employer will not be responsible for any loss or disadvantage suffered by an employee arising from:
- i) The cessation of any Fringe Benefits payments;
 - ii) Any variation to the terms and conditions on which an individual salary package is provided;
 - iii) The termination of an individual salary package by either party;
 - iv) The employer arranging for a third party to provide Fringe Benefits to or for the benefit of the employee or an associate of the employee.
- e) In recognition of the fact that it is in the best interest of the employer and employees that the circumstances referred to in subclause 3(d) do not arise, the City will exercise its best endeavours to avoid or minimise any such loss which it becomes aware of or which may arise.
- f) In addition, the City:
- i) Shall be held indemnified by the employee against any loss or liability (whether contingent or actual) that may arise from providing the employee with an individual salary package;
 - ii) Will be entitled to recover any payment of the reduced Salary and Fringe Benefits paid in advance:
 - I) From ensuing pay periods, as negotiated; or
 - II) From any termination payment on cessation of employment with the employer.

SCHEDULE 2 - ENTERPRISE MODEL

1. All Building Maintenance Services employees agree to participate in the following Service Delivery Innovations.

- 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.

Breakdown Calls

Initial analysis of breakdown by Building Coordinator.

Routine Work

As scheduled

Planned Preventative

As scheduled and signed off by the client and Maintenance Building Coordinator.

- All completed work to be signed off by the client and the Building Coordinator.

2. **On-Site Procedure**

- On arrival at site, the employee will make himself/herself known to the client prior to beginning work and prior to leaving the site. Where this is not possible, the Building Coordinator will notify the client, preferably the same day and not later than the next working day that the work has been completed and documentation forwarded to the client to sign off.
- While the employee is on site, if the client requests additional works to be carried out and these works can be carried out within a 30 minute timeframe, then the employee can carry out these works without seeking further approval. Details for the additional works must be entered onto the existing worksheet and signed off by the client on completion.
- Whilst on site, the employee will make a note of obvious maintenance items and report back to the Building Coordinator for programming.

3. **Non-Interruption of Peak Utilisation Hours**

In order to provide a value-added service to the Leisure Facilities Managers, services may be arranged to be carried out prior to opening and after close of business. As this work will normally be carried out outside the normal spread of hours, employees rostered for this work will adjust their hours to suit the circumstances in consultation with the Building Coordinator.

4. Start and/or Finish on the Job

Where practicable and in consultation with the Building Coordinator and employees concerned, site starts and/or finishes may be implemented. In order for this to occur, the Building Coordinator will need to compile next day work orders by the close of business on the night before work is required to be carried out.

5. Commuting Use

Three (3) vehicles will be available for commuting use, subject to the continuation of the on-call system.

6. Customer Service

All facilities will be grouped into zones and allocated to an employee, who will be responsible for all preventative and breakdown maintenance, as authorised by the Building Coordinator.

7. Logical Task Completion

From time to time, the employer is faced with the additional cost of returning to a job for a minimal amount of time because of knock-off arrangements. In future, employees who believe that a project can be completed within an additional hour of work may, after consultation with the Building Coordinator, elect to finish the project with self-authorised overtime. On occasions, when this does not suit all the members, transport may be arranged for employees to return to the depot provided that Occupational Health and Safety requirements are not diminished.

8. Rostered Days Off

Rostered Days Off will be alternated so that each zone has representation from an employee who is familiar with the building, the area and the requirements of the Building Coordinator

9. Call Outs

- The weekly standby rate will be three hours paid at double the ordinary hourly rate.
- Each call out will be a minimum of three hours paid at double the ordinary hourly rate. After hours call out rates of pay will begin immediately after normal knock-off occurs.
- If the employee on call is required to complete a task that requires the assistance of a second employee, the employee on call must obtain the approval of the Building Coordinator prior to obtaining this assistance.
- The employee on call is entitled to establish the security of the environment they are called to prior to beginning the call out. The employee will not attend the call

until this can be established, nor will they continue the call if the security environment changes after attendance.

- Employees on paid or unpaid leave are excluded from the roster system described within this clause.
- Standby and callouts are based on a weekly rostered system arranged amongst the employees covered by this Agreement. Both parties agree to apply the principles of flexibility and reasonableness to the operation of the roster.

Specifically:

- i) If an important personal commitment arises for the employee on call, his/her duties may be covered by one of the remaining employees on a voluntary basis. This volunteer will receive the appropriate payment for the duties performed in place of the employee on call.
 - ii) Where no volunteer can be arranged, the roster will proceed as normal.
 - iii) The employees will notify the Building Coordinator of any changes to the agreed roster.
- 10.** Provision exists for a 10 hour rest period between the time of completing a call out and commencing a normal working day. Payment at the normal hourly rate applies during this period. Return to normal duties shall be coordinated with the Building Coordinator to minimise any disruption to works allocated
- 11.** This clause shall be reviewed annually by the parties to this Agreement and, upon the agreement of both parties, will be altered should the need arise to provide for an equitable outcome for the employer and employees concerned. Any variations shall be in accordance with the *Workplace Relations Act 1996*.

SCHEDULE 3 – CLASSIFICATIONS

- (1) (a) (i) Bricklayers, stoneworkers, carpenters, joiners, painters, signwriters, glaziers, plasterers and plumbers
- (ii) Plumber holding registration in accordance with the Metropolitan Water Supply, Sewerage and Drainage Act
- (iii) Joiner - Assembler A
- (iv) Joiner - Assembler B
- (b) **Builders Labourers:-**
- (i) Rigger
- (ii) Drainer
- (iii) Dogman
- (iv) Scaffolder
- (v) Powder Monkey
- (vi) Hoist or Winch Driver
- (vii) Concrete Finisher
- (viii) Steel Fixer including tack welder
- (ix) Operator Concrete Pump
- (x) Bricklayer's Labourer
Plasterer's Labourer
Assistant Powder Monkey
Assistant Rigger
Demolition Worker (after three months' experience)
Gear Hand
Pile Driver
Tackle Hand
Jackhammer Hand
Mixer Driver (concrete)
Steel Erector
Aluminium alloy structural erector
Gantry Hand or Crane Hand
Crane Chaser
Concrete Gang including Concrete Floater
Steel or bar bender to pattern or plan
Concrete formwork stripper
Concrete Pump Hose Hand
- (xi) Builder's Labourers employed on work other than specified in classifications (i) to (x)

(2) **Bricklaying:**

- (a) **"Bricklayer"** means a worker engaged in bricklaying, firework (including kiln work), furnaces or furnace work of any description, setting cement bricks, cement blocks and cement pressed work, setting coke slabs or coke bricks or plaster partition blocks and brick cutting, or any other work which comes or which may be adjudged to come within the scope of brick work generally.
- (b) **"Stoneworker"** means a worker who does all or any of the following classes of work whether hammer dressed or sawn -
- (i) Foundation work;
 - (ii) Building random rubble uncoursed or building squared rubble in courses or regular coursed rubble and dressing quoins or shoddies in connection with any such work;

but this definition shall not of itself be taken to prejudice or affect the right of any other classes of tradesmen or workers to do any class or kind of work they have hitherto been accustomed to do.

(3) **Builders Labouring:**

- (a) **"Builders Labourer"** means a worker engaged -
- (i) As a scaffolder, a rigger, a dogman, a gear hand, a hod carrier, a mortar mixer or a drainage worker employed in connection with building operations; or
 - (ii) to wheel to and from the lift, or to fill boxes with materials to be lifted with winch, hoist, elevator or crane required for servicing bricklayers, plasterers or masons or to control any such winch or hoist, or to control a trowelling machine; or
 - (iii) in underpinning and timbering basements, in the rough finishing of the surfaces for granolithic floors, in the bagging off or the broom finishing of concrete surfaces, in the preparation of granolithic surfaces but not the finishing thereof unless that work is otherwise referred to herein, in the erection of steel stanchions, girders and principals, in the erection of steel structural work when such work is part of the building contractor's contract and under his direct control, on furnace work and bakers' ovens, in mixing, preparing and delivering of materials used hot such as bitumen, trinidad, and other similar patented materials, in the setting and jointing of pipes for sewerage or storm water drainage, in the timbering of shafts, pits or wells in or around buildings, in the mixing of plastic materials and the cleaning up of floors and woodwork after the application of such materials, in preparing or bending or placing into position steel reinforcements in concrete in connection with building operations, in using a jack hammer, in demolishing and removing buildings, in mixing, preparing or delivering or packing of concrete in connection with the erection of structures or buildings, in clearing, excavating or levelling off sites for buildings when such work is under the building contractor's contract and under his direct control, or in road construction work in connection with approaches to buildings inside the building line (other than road construction work governed by any award).

- (b) **"Assistant Powder Monkey" means** a builder's labourer assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive powered tools.
- (c) **"Assistant Rigger" means** a builder's labourer assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structures or for setting up cranes or hoists other than those attached to scaffolding.
- (d) **"Direct Supervision" means**, in relation to paragraphs (b) and (c) of this subclause, that the powder monkey or the rigger, as the case may be, must be present on the job to guide the work during its progress.
- (e) **"Concrete Finisher" means** a builder's labourer, other than a concrete floater, who is engaged in the hand finishing of concrete work.
- (f) **"Concrete Floater" means** a builder's labourer engaged in concrete work and using a wooden or rubber screeder or mechanical trowel or wooden float or engaged in bagging off or broom finishing.
- (g) **"Drainer" means** a builder's labourer directly responsible to his employer for the correct and proper laying of sewerage and drainage pipes.
- (h) **"Scaffolder" means** a builder's labourer engaged in the work of erecting or altering or dismantling scaffolding of all types.

(4) **Carpentry and Joinery:**

- (a) **"Carpenter and Joiner" means** a worker engaged upon work ordinarily performed by a carpenter and joiner in any workshop establishment, yard or depot, or on site (including dams, bridges, jetties or wharves).

Without limiting the generality of the foregoing, such work may include -

- (i) The erection and/or fixing work in metal.
- (ii) (aa) The marking out, lining, plumbing and levelling of prefabricated form work and supports thereto;

(bb) the erection and dismantling of such form work but without preventing builders' labourers from being employed on such work.
- (iii) the fixing of asbestos products, dry fixing of fibre plaster materials and the fixing of building panels, wall board and plastic material;
- (iv) the erection of curtain walling;

- (v) the setting out and laying of wood blocks or parquetry or wooden mosaic flooring; and
 - (vi) the erecting of pre-fabricated buildings or section of buildings constructed in wood, prepared in factories, yards or on site.
- (b) **"Joiner - Assembler A" means** a worker who in the manufacturing of any article is:
- (i) wholly engaged in assembling prepared pieces of timber or other material (which is dressed, morticed, tenoned or otherwise prepared by machining) by cramping, nailing, screwing, gluing, or fastening in any way;
 - (ii) not responsible for the dimensions of the article other than by checking with gauges or other measuring instruments, but may be required to trim, dress and/or sand such prepared articles (excluding the fitting of joints) in accordance with instructions given by a tradesman joiner.
- (c) **"Joiner - Assembler B" means** a worker engaged exclusively in repetitive assembly of joinery components on any automatic, semi-automatic or single purpose machine and whose work may include:
- (i) the repetitive assembling of component parts of any article in predetermined positions in which no fitting or adjustment is required;
 - (ii) the attachment of accessories, such as window fasteners, casement stays or balances, to articles in predetermined prepared positions provided that no such worker shall be responsible for the setting up of machines or the dimensions of the products.
- (d) **"Detail Worker" means** a carpenter and joiner who sets out and works upon staircases, bar, kitchen or office fittings or any similar detail work from architects' plans or blue prints.
- (e) **"Setter Out" means** a carpenter and joiner who sets out work (other than wood blocks or parquetry flooring) for three or more other carpenters and joiners.
- (5) **Painting, Signwriting and Glazing:**
- (a) **"Painter" means** a worker who applies paint or any other preparation used for preservative or decorative purposes -
- (i) to any building or structure of any kind or to any fabricated unit forming or intended to form part of any building or structure; or
 - (ii) to any machinery or plant.

The term includes any worker engaged in the hanging of wallpapers or substitutes therefore or in glazing, graining, gilding, decorating, applying plastic relief, putty glazing, or marbling and any worker who strips off old wallpapers or who removes old paint or varnish or who is engaged in the preparation of any work for painting by a worker otherwise covered by this award or in the preparation of any materials required for that painting.

(b) **"Glazier" means** a worker who -

- (i) fits and fixes leadlights and stained windows into prepared positions; or
- (ii) fits and fixes glass or any of its kindred products, including vitrolite, into any place prepared for its reception or cuts such glass or such other product; or
- (iii) cuts glass or any of its kindred products including vitrolite, for any purpose.

Provided that nothing in this definition shall apply -

- (aa) to work done by shop salesmen, picture frame or furniture makers, or by any other worker who at the date of this award is bound by any award of the Commission; or
- (bb) to workers engaged in the assembly of windows where such work involves the fixing, other than with putty, of an aluminium sash around glass which has already been cut to size and the work is carried out on the premises of a window frame manufacturer bound by the Metal Trades (General) Award No. 13 of 1965 as amended or replaced from time to time.

(c) **"Signwriter" means** a worker who may prepare his own backgrounds and does any of the following work: -

- (i) Lettering of every description, by brush, spray or any other method on any surface or material (other than the surface of a roadway);
- (ii) Pictorial or scenic painting by brush, spray or any other method on any surface or material;
- (iii) Designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners or cut-out displays;
- (iv) Gilding, i.e., the application of gold, silver, aluminium or any metal leaf to any surface;
- (v) Cutting out, laying out and finishing of cut-out displays of all descriptions; or

- (vi) Screen process work, i.e., the designing, setting up and operation for duplication or multiplication of signs on any material, whether of paper, fabric, metal, wood, glass, or any similar material.

(6) **Plastering:**

"Plasterer" means a worker employed or usually employed on plastering work, which shall mean -

- (a) All internal and external plastering and cementing whether manual or mechanical means be used, including hard wall plaster and texture work where the materials used in such texture work consist only of plaster or cement or both;
- (b) the fixing of wood lathing and metal lathing or any similar or other substitute which may be used as a ground for plastering work;
- (c) the fixing of precast plaster or any other kind of plaster required to be finished off with plastered joints;
- (d) the fixing of pressed cement work and ornaments and plaster partition blocks;
- (e) plastering in sewers, septic tanks, water channels and relining of pipes;
- (f) the fixing of plain and ornamental tiles on walls or floors;
- (g) the top dressing of concrete work finished in cement, granolithic or patent colouring, and all cement composition work and plain or fancy paving, except such work as is included in the definition of a builder's labourer unless such work is done by a worker who is engaged or employed as a plasterer;
- (h) the fixing and laying of cork or substitutes such as solomit in cool chambers and in refrigeration chambers; or
- (i) the working of flintcote where used with sand, cement or granulated cork or sawdust,

but plastering work shall not include -

- (i) work authorised to be done by workers under any other award of the Commission.
- (ii) work done by plumbers.

(7) **Plumbing:**

"Plumber" means a worker employed or usually employed in executing any general plumbing, ship plumbing, gas fitting, pipe fitting, lead burning, sanitary, heating and domestic engineering, industrial, commercial, medical, scientific and chemical plumbing. Without limiting the generality of the foregoing such work shall include the following: -

- (a) The fixing of all soil, wastes and vent pipes to sanitary fixtures in galvanised mild steel, copper, brass, cast iron, plastic, P.V.C., sheet metal, asbestos, lead, glass or any other materials that may supersede the aforementioned.
- (b) Glazed earthenware pipes and fittings, fibrolite pipe and fittings, concrete pipe and fittings, plastic, P.V.C. pipe and fittings, and any other drainage materials that may be introduced in connection with pre-cast concrete septic tanks, or any other manufactured septic tank which has been passed by the Public Health Department. Soak wells, french drains, leach drains, grease traps and all forms of effluent disposal.
- (c) The installation of all types of sanitary fixtures such as water closets, hand basins, sinks, urinals, slop hoppers, bidets, troughs and pan washers in stainless steel, sheet metal, plastic, P.V.C., cast iron or any other materials that may supersede those materials normally used by the plumber.
- (d) The fixing of all water supply pipes in galvanised mild steel, copper, brass, cast iron, plastic, P.V.C., fibrolite, stainless steel, concrete, hydraulic, aluminium, asbestos, lead or any other materials that may supersede those materials normally used from mains to buildings, swimming pools, display fountains, drinking fountains, ejectors, supply tanks, water filters, water softeners, glass washers, fire services including valves and all piping for sprinkler work, cooling towers and spray ponds used for industrial, manufacturing, commercial or any other purposes.
- (e) The installation of all types of hot water and heating systems, including room heaters, sterilisers, calorifiers, condensate equipment, pumps, condensers and all piping for same in power houses, distributing and booster stations, bottling, distilling and brewery plants in connection with solid fuel, solar, fuel oil, gas (L.P. town and natural), electric (excluding electrical connections), all piping for power or heating purposes either by water, steam, air for heating, ventilating and air conditioning systems and any other equipment used in connection with medical, industrial, commercial, housing scientific and chemical work.
- (f) All piping, setting and hanging of units and fixtures for air conditioning, cooling, heating, refrigeration, ice making, humidifying, dehumidifying, the installation of chilled water units including pumps and condensers, the setting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, ventilating, air conditioning in manufacturing, mining and industrial work.
- (g) All pneumatic, compressed air and gas lines used in connection with above, oxygen or similar gases used for medical purposes and all piping, valves and fittings thereto.

- (h) The installation of centrifugal, propeller or other exhaust fans, duct work, fume cupboards, registers, dampers, in sheet metal, plastics, P.V.C., stainless steel, copper, aluminium or other materials that may supersede the aforementioned.
 - (i) The installation of irrigation and reticulation services in material used by the plumbers, mild steel, copper, brass, cast iron, plastic, P.V.C., asbestos, lead or any other materials that may supersede the aforementioned.
 - (j) All gas and arc welding, brazing, lead burning, soldered and wiped joints, expanding joints used in connection with the plumber.
 - (k) The installation of all plumbing, pipe work and fittings in ships, aeroplanes, mobile or transportable homes, etc.
 - (l) The fitting and fixing of guttering, downpipes, ridging, rain heads, fascia capping and all other work associated with housing, commercial and industrial undertakings in galvanised iron, copper, aluminium, cast iron, P.V.C., fibreglass, stainless steel, asbestos, sheet metal, zinc, galvanised corrugated iron, patent steel decking, aluminium decking, copper decking, corrugated asbestos, galvanised iron sheeting, fibreglass, plastic sheeting and moulds, fitting of patent roof outlets such as **"Fulgo"** in ventilators, skylights and such.
 - (m) The installation of all laboratory, research and scientific plumbing and fixtures including radio active plumbing, etc.
- (8) **Stonemasonry:**
- (a) **"Stonemason" means** a worker who cuts by hand or fixes all classes of natural stone that has to be cut to a mould or template, or which has to be proven by a square or straight edge or set to a level or line.

The term includes a worker who fixes manufactured stone to the facade of a building.
 - (b) **"Natural stone" includes** granite, trachite, slate, bluestone, limestone, marble and sandstone.

SCHEDULE 4

**SIGNATORIES TO THE CITY OF JOONDALUP BUILDING MAINTENANCE SERVICES
(OUTSIDE EMPLOYEES) COLLECTIVE AGREEMENT 2005-2008**

Signed for and on behalf of the City of Joondalup

Garry Hunt
CHIEF EXECUTIVE OFFICER

...../...../2006

.....
Address

Signed by:

Peter Dulyba

Address:

Lester Peni

Address:

Alan Connell

Address:

SIGNED BY THE ABOVE NAMED EMPLOYEES ON THE.....DAY OF.....2006