

**CITY OF JOONDALUP
BUILDING MAINTENANCE SERVICES (OUTSIDE EMPLOYEES)
COLLECTIVE AGREEMENT 2002**

1 TITLE

This Agreement shall be known as the City of Joondalup, Building Maintenance Services (Outside Employees) Collective Agreement 2002.

2. ARRANGEMENT

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3. PARTIES TO THE AGREEMENT

- 3.1 This Agreement is made between:

The City of Joondalup, (" the employer"), situated at Boas Avenue, Joondalup and Peter Dulyba, Lester Peni, and Alan Connell, all situated at Ashby Works Depot, Wanneroo Road, Ashby.

- 3.2 This Agreement will be binding on:

Operations Services Building Maintenance employees.

4. OBJECTIVES

- 4.1 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.

4.2 Employees shall abide by the service standards that form part of this Agreement and support the development and introduction of a Quality Assurance program. The Agreement aims not only to develop better structures and better work methods, but also to compensate employees in a more realistic manner than the Award conditions provide.

5. TERM OF THE AGREEMENT

- 5.1 This Agreement will take effect from the beginning of the first pay period commencing on or after 1 July 2002 and shall remain in force until 1 July 2005.
- 5.2 It is agreed between the parties that discussion will commence six months before the expiry date of the Agreement to determine an appropriate course of action.
- 5.3 Upon expiry of this Agreement, the same terms and conditions of the expired Agreement shall remain in place until replaced by a new Agreement.
- 5.4 The terms and conditions of this Agreement are as detailed in the Building Trades Award 1968, as varied from time to time with the following exceptions.

6. SALARY AND RELATED MATTERS

6.1 This Agreement provides for:

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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 18), based upon the team's completion of an appropriate training and consultation process and development of agreed performance measures.
- 6.1.4 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.

6.1.5 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 18) based upon team performance achievement against the agreed performance measures.

6.2 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.

6.3 Proposed Salaries:

Year 1 – 1 July 2002

EBA	Proposed Payment	Annual Increase	Proposed Annual
Base Rate	Payment	Increase	Salary
\$33,071.74	4%	\$1,322,87	\$34,394.61

Year 2 – 1 July 2003

EBA	Proposed Payment	Annual Increase	Proposed Annual
Base Rate	Payment	Increase	Salary
\$34,394.61	\$20/week	\$1,040.00	\$35,434.61

Year 3 – 1 July 2004

EBA	Proposed Payment	Annual Increase	Proposed Annual
Base Rate	Payment	Increase	Salary
\$35,434.61	\$20/week	\$1,040.00	\$36,474.61

7. SPREAD OF HOURS

7.1 The ordinary hours worked per fortnight will be 76 hours, spread over nine (9) days Monday to Friday, working between 6.00am to 6.00pm. By mutual agreement, variation to hours arrangements, including shift lengths and start and finish times, may be entered into by the Manager Operations Services or their appointed delegate and affected employees.

7.2 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.

7.3 Rostered Days Off

7.3.1 After Hours Call Out Rates

7.6.1 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:

- 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.

- Where no volunteer can be arranged, the roster will proceed as normal.
- The employees will notify the Building Coordinator of any changes to the agreed roster.

- 7.6.2 The weekly standby rate will be three hours paid at double the ordinary hourly rate.
- 7.6.3 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, or in keeping with Clause 20.8 Logical Task Completion.
- 7.6.4 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.
- 7.6.5 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.
- 7.6.6 Employees on paid or unpaid leave are excluded from the roster system described within this clause.
- 7.6.7 Provision exists in the Award for a ten (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.
- 7.6.8 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.

8 ANNUAL LEAVE

8.1 As per the Award conditions..

8.2 Payout of Annual Leave

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

- 8.2.1 10 days annual leave must have been taken in the current calendar year for any application to be approved.
- 8.2.2 Payment in lieu of annual leave will not exceed the equivalent of two (2) weeks annual leave in any one calendar year.
- 8.2.3 Requests for deferment of annual leave will be considered on an individual basis, subject to the employee submitting a written application stating reason and duration.
- 8.2.4 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.

8.3 Annual Leave Entitlement

- 8.3.1 A mutually agreed annual leave roster will be designed to ensure that continuous and effective operation is maintained. All applications for annual leave shall be for a minimum period of ten (10) consecutive days. Applications for periods of less than 10 consecutive days will be approved by the Manager Operations Services in cases of genuine personal need. The annual leave roster will be regularly reviewed to ensure that adequate staffing levels are maintained.

9. CUSTOMER SERVICE

- 9.1 This Agreement is designed to confirm the commitment of 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.
- 9.2 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, members of the public).
- 9.3 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.
- 9.4 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:
- 9.4.1 Depending on the urgency of the matter, the employee will either take down the details and contact the Building Coordinator or Customer Service Officer immediately, or if the matter is one of inquiry or a matter that is not urgent, the Building Coordinator's contact details will be given, with an assurance that the stakeholder can expect the Building Coordinator to respond to the matter as soon as it is practicable.
- 9.4.2 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.

10. BEST PRACTICE WORK CONTINUITY

- 10.1 In order that the City of Joondalup remains competitive, and in the interest of service 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.
- 10.2 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.

11. TRAINING

- 11.1 Following consultation, the employer shall develop a training policy and programme consistent with the needs of the employer and the employee. The employer will support training where it can be shown to relate specifically to the core requirements of the employee's position.
- 11.2 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.
- 11.3 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.
- 11.4 In recognition of the long term benefits to both 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.
- 11.5 The employees recognise 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.
- 11.6 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.

12. UNUSED SICK LEAVE

- 12.1 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.
- 12.2 The scheme provides for a graduated entitlement to the unused sick leave as per the following model:

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

- 12.3 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 the scheme
EP = Entitlement percentage

RP = Hourly rate of pay at resignation/retirement

- 12.4 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.

13. SICK LEAVE ABSENCE

- 13.1 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 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.

- 13.2 All other incidents of sick leave will require a medical certificate.

- 13.3 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 the Building Coordinator as soon as possible, preferably before the commencement of work.

- 13.4 In circumstances where the employer has had no contact with the employee, (that is, the employee is too ill to notify of his/her absence by the second hour of operations), the Building Coordinator 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

- 14.1 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 Building Coordinator, 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.

- 14.2 As per the minimum conditions of employment, a casual employee shall be entitled to two (2) ordinary working days.

- 14.3 This clause acknowledges the building of trust between the employee and the employer. 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.

15. 48/52 PURCHASED LEAVE SCHEME

- 15.1 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.

- 15.2 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.

16. FAMILY SUPPORT LEAVE

- 16.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub clause, up to 38 hours per annum of their sick leave entitlement to provide care and support for such persons when they are ill. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 16.2 In normal circumstances, an employee shall not take family support leave under this clause where another person has taken leave to care for the same person.
- 16.3 Sick leave may be taken for a part of a standard working day for the purposes of family support leave.
- 16.4 The entitlement to use sick leave in accordance with this clause is subject to:
- a) the employee being responsible for the care of the person concerned;
 - and
 - b) the person being either:
 - a member of the employee's immediate family; or
 - a member of the employee's household;
 - c) the term immediate family includes:
 - a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the employee; or
 - a child or an adult child (including an adopted child, a step-child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 16.5 The employee shall, wherever practicable, give the employer notice prior to the absence of their intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of the absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 16.6 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

17 PARENTAL LEAVE

- 17.1 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.
- 17.2 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.
- 17.3 Paternity leave and Adoption leave shall be unpaid.
- 17.4 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.
- 17.5 All provisions other than 33.1 (b) of Clause 33 – Maternity Leave, of the Building Trades Award 1968 Award shall apply.

18 REWARD AND RECOGNITION

- 18.1 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 6, 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 6, will be conditional upon performance against agreed performance indicators.
- 18.2 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.
- 18.3 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.

19. DISPUTE SETTLEMENT

- 19.1 Any grievance, complaint, claim or dispute, or any matter which is likely to result in a dispute, between the employer and an employee, or a group of employees, covered by this Agreement, shall be settled in accordance with the procedures set out herein.
 - 19.1.1 The employee(s) concerned shall discuss the matter with the immediate Supervisor. If the matter cannot be resolved at this level, the Supervisor shall, within three days, refer the matter to a more Senior Officer nominated by the employer and the employee(s) shall be advised accordingly.
 - 19.1.2 The Senior Officer shall, if he/she is able, answer the matter raised within one week of it being referred to him/her and, if he/she is not so able, refer the matter to the employer for its attention, and the employee(s) shall be advised accordingly.
 - 19.1.3 The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) of its decision. Provided that such advice shall be given within five weeks of the matter being referred to the employer.
 - 19.1.4 Any question or dispute arising between the parties about the meaning or effect of the Agreement, including any provisions implied by the Act which is unable to be resolved between the parties, shall be resolved by an arbitrator. The arbitrator will be a person whom the parties agree on, but in the absence of agreement will be a person nominated by the Chief Commissioner of the Commission. Either party can refer a question or dispute to arbitration and the parties agree to accept the decision of the arbitrator as final and binding for the purposes of this agreement, subject to any rights of appeal.
- 19.2 While the above procedure is being affected, all employees will ensure that normal work continues.
- 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 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.

20. ENTERPRISE MODEL

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

20.2 Client Attendance Expectations

20.2.1 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.

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.

Planned Preventative

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

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

20.3 On Site Procedure

- 20.3.1 On arrival at site, the employee will make him/her self-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, preferable the same day and no later than the next day, that the work has been completed and the documentation forwarded to the client to sign off.

- 20.3.2 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 of the additional works must be entered on to the existing worksheet and signed off by the client on completion.

- 20.3.3 Whilst on site the employee will make a note of obvious maintenance items and report back to the Building Coordinator for programming.

20.4 Non Interruption of Peak Utilisation Hours

- 20.4.1 In order to provide a value-added service to the 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.

20.5 Start and/or Finish on the Job

- 20.5.1 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.

20.6 Commuting Use

- 20.6.1 Three (3) vehicles will be available for commuting use, subject to the continuation of the on-call system, as set out in clause 7.6

20.7 Customer Service

- 20.7.1 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.

20.8 Logical Task Completion

- 20.8.1 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.

20.9 Rostered Days Off

- 20.9.1 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.

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

- 21.3.1 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.

- 21.3.2 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 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.
- 21.4.3 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.

21.5 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

- 21.6.1 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 employer 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.

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

21.7.3 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. All employees facing redundancy shall be entitled to a reasonable amount of paid time to attend interviews for alternative positions whilst still in the employ of the City of Joondalup.

21.7.4 This is not a voluntary redundancy package.

22. SALARY SACRIFICE

22.1 By mutual agreement between the employee and the City of Joondalup, 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 the employer will absorb any administrative costs.

22.4 The amount to be sacrificed will be deducted from the employee's gross wage prior to taxation being applied. The amount sacrificed will not appear on the employee's group certificate. Employees will receive details of contributions made via the employee's report from the WA Local Government Superannuation Scheme or other relevant schemes on an annual basis.

22.5 Overtime, penalty and leave loading rates will be calculated and applied using the pre-sacrifice wage amount.

22.6 Employees may at any time withdraw from salary sacrifice but are required to give notice to the Manager Human Resource Services of at least one (1) pay period in advance (one (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.

22.7 Employees may only alter the amount of salary sacrifice once per financial year (July to June).

22.8 Contributions made to the Scheme remain as "preserved funds" and may not be withdrawn until permanent retirement.

22.9 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 Building Coordinator 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.
- 23.4 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.
- 23.5 Two issues of three items of clothing will be supplied by the employer per annum, plus one windcheater in winter and one jacket every two years.
- 23.6 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.
- 23.7 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 via the Employee Assistance Program.
- 23.8 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 Building Coordinator if adversely affected by heat stress;
 - e) employees must not leave the work site without advising the Building Coordinator.
- 23.9 Building Maintenance Services employees agree to a co-operative approach and working to achieve a reduction in lost day workers' compensation injuries and to keep time lost to a minimum.
- 23.10 All drivers are required to have a current driver's licence appropriate to the work function proposed. They are required to formally advise the Building Coordinator 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.
- 23.11 The employer will initiate annual licence checks and maintain a Directorate record.

24. AMENDMENTS TO AGREEMENT

- 24.1 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 person/representative nominated by the employees, to negotiate amendments to this Agreement as appropriate.

25. NEXUS WITH STATE AWARD

- 25.1 The employer has negotiated with its employees a Collective 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 STATE STANDARDS

- 26.1 This Agreement shall not operate to cause any employee to suffer a reduction in ordinary time earnings, or to depart from standards of the Commission in regard to hours of work, annual leave with pay or long service leave with pay.
- 26.2 In the event of termination of employment, be it with or without notice, such termination shall not be harsh, unfair or unreasonable. Any claims in relation to matters of unfair dismissal shall be referred to the Commission.

27 DEFINITIONS

"The Act" means the Workplace Relations Act 1996.

"Commission" means the Australian Industrial Relations Commission.

"Employee" means a member of Operations Services Building Maintenance 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.

"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.

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

ANNEXURE 1

**SIGNATORIES TO THE CITY OF JOONDALUP BUILDING MAINTENANCE
SERVICES (OUTSIDE EMPLOYEES) COLLECTIVE AGREEMENT 2002**

Signed for and on behalf of the City of Joondalup
...../...../2002

Peter Dulyba

Lester Peni

Alan Connell

SIGNED BY THE ABOVENAMED EMPLOYEES ON THEday of -2002