

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA10/19

TITLE: Pittwater Council Rangers' Agreement 2010

I.R.C. NO: IRC10/188

DATE APPROVED/COMMENCEMENT: 31 March 2010 / 31 March 2010

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 25 June 2010

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Pittwater Council, located at Unit 9, 5 Vuko Place, Warriewood NSW 2102, who fall within the coverage of the Local Government (State) Award 2007.

PARTIES: Pittwater Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union



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1. TITLE AND INTENTION OF THE PARTIES

This Agreement shall be known as the Pittwater Council Rangers' Agreement 2010 ("the Agreement") and shall provide the basis for determining rates of pay and conditions of employment for all staff engaged in the capacity of Parking Officers, Ranger, Senior Ranger, Team Leader Ranger and Ranger Supervisor by Pittwater Council.

2. THE PARTIES

- a) The Parties to this Agreement are Pittwater Council ("the employer") and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, USU. ("the union").
- b) This Agreement has been entered into in good faith and without duress.

3. DURATION

- a) The Agreement shall come into operation from the first full pay period to commence on or after the date of certification by the New South Wales Industrial Relations Commission and shall remain in force for a period of three (3) years. This Agreement will remain in place until replaced or repealed.
- b) The Agreement will be reviewed twelve (12) months after the date it comes into operation. Should either party determine at that time that the Agreement is not operating in a manner consistent with the stated objectives, and no agreed amendment can be made, then the Agreement may be terminated by either party following three (3) months written notice of termination of the Agreement.

4. RELATIONSHIP WITH THE AWARD

- a) The Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2007 defined ("the Award") or any industrial instrument which replaces it, as agreed to by the union and the employer.
- b) The Agreement shall not affect the payment of Award based increases and there shall be no absorption of such increases for the purposes of this Agreement.
- c) In the event of any inconsistency between this Agreement and the Award the Agreement shall prevail to the extent of the inconsistency.
- d) Where this Agreement is silent, the Award shall prevail.

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5. OBJECTIVES

- a) To develop and maintain a productive, safe and harmonious working environment where employees take pride in their work and are trained to resolve interpersonal issues in a constructive manner.
- b) To eliminate unnecessary demarcations between work functions and to promote flexibility of jobs and duties, subject only to the limitations imposed by individual skill levels.
- c) To promote standards of work and conduct in which each employee will be treated fairly, reasonably and respectfully; where individual and team behaviours are consistent with Councils' values and general governance requirements.
- d) Generally, to develop a workplace relationship between employees and management based on honesty, co-operation, mutual trust, understanding and sincerity.
- e) To develop relationships with the community and to resolve differences with respect, courtesy and probity.

6. DEFINITIONS

- a) **Full-time** – means an employee who averages 38 hours per week over a 12 months period. The maximum daily engagement is twelve (12) ordinary hours excluding On-Call / Call Back provisions.
- b) **Part-time** – means an employee who is engaged on the basis of a regular number of hours, which are less than the full-time ordinary hours.
- c) **Casual** – means an employee who is engaged on a day-to-day basis.
- d) **Trainee Ranger**- means an employee who is undertaking studies and skill development to meet the requirements of Ranger and who must undertake an assessment of competency before progressing to Ranger level
- e) **Ranger** - means an employee who holds a current Certificate IV in Local Government (Regulatory Services) or its equivalent and is required to perform any of the following functions: enforcement of legislation and policy, impounding of animals and articles, complaint management, investigation of pollution incidents and breaches of Development consents, to attend court and give evidence on the part of Council, assisting in managing the Parking Officers, mentoring and educating junior staff where appropriate, collecting evidence and taking factual statements when required.
- f) **Senior Ranger** – means an employee engaged as a Ranger at Competent or higher level [also refer to Clause 9 (c) (ii) – Progression Requirements]. and in addition to the duties of a Ranger, may be required to co-ordinate, lead and mentor staff, be required to assess evidence gathered and recommend action - either legal or other related action, assist the Team Leader in achieving team objectives and performance standards, ensure best practice compliance services are delivered and manage escalated problems or complaints.
- g) **Team Leader Ranger**- means an employee who supervises a team of rangers as well as carrying out duties as per the Senior Ranger definition.

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- h) **Ranger Supervisor-** means an employee who is responsible for overall management of the Rangers Team, including achievement of goals, representing Council at Community and Educational functions and assisting the Environmental Compliance Management in determining the strategic direction of the unit and holds relevant qualifications.
- i) **Award** – means the Local Government (State) Award 2007 or its successor.
- j) **Union** – means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.
- k) An employee may be directed to perform any duty within the team provided it is within the skills level of the employee.

7. HOURS OF WORK

- a) The ordinary hours for all employees shall be worked between 7am to 7pm (unless otherwise specified in Clause 8) Monday to Sunday inclusive to facilitate flexible commencement and/or finishing times, and shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.
- b) An employee's commencement and/or finishing times may be altered by agreement. Such an agreement must be in writing and must be genuine with no compulsion to agree. Any change in start and finish times must be within the spread of hours.
- c) An unpaid meal break of a minimum of sixty (60) minutes shall be given and taken during the shift, within the first five (5) hours of continuous work.

8. ROSTERS

- a) An employee, but not a casual employee, shall be given a roster which shows:
 - i. the starting and finishing time of work; and
 - ii. the days on which the employee is required to work
- b) A roster shall rotate over seven days and will average 38 hours per week over the agreed roster cycle. The employer reserves the right to change the roster with notice subject to meeting the requirements of clause 7(b) above. Where possible, seven (7) days notice will be provided. Any change will initially be discussed with affected employees prior to any changes becoming effective.
- c) In the event of an emergency, a roster may be changed without notice.

9. RATES OF PAY

- a) The ordinary rates of pay for positions covered by this Agreement shall be determined by reference to the Bands and Pay Steps detailed in the table shown at Appendix "A".

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b) The ordinary rates of pay shown at Appendix "A" shall be inclusive of all loadings, penalty rates and payment for Saturdays, Sundays, 7 public holidays per annum and 2 hours overtime per week.

c) Progression Requirements:

- i. Progression through salary levels will be in accordance with Council's Salary and Performance Management Guidelines. Classifications of Ranger, Senior Ranger, Team Leader and Ranger Supervisor have additional requirements.
- ii. Ranger –Progression beyond the entry level is subject to the employee being required to undertake the full range of Ranger duties in a competent manner.

Progression to Competent levels will also be subject to successful completion of the Certificate IV in Local Government (Regulatory Services) or equivalent, and the D.A. Assessment course and requires Rangers to regularly provide flexibility in service provision and support to the Senior Rangers in operational functions, supervising Casual Parking Officers, special projects and assistance in ensuring best practice compliance services are delivered and team objectives and performance standards are achieved.

Rangers have the potential to progress beyond Competent level towards Salary Maximum subject to Council's Salary and Performance Management Guidelines which may vary from time to time.

Senior Rangers – Progression to Competent level will be subject to providing flexibility in service provision and support to the Team Leader in operational management; leadership of the team; regularly ensuring directions are clearly communicated to staff within their team; assisting in the ongoing evaluation and monitoring of team performance and contributing to planning at the Team level.

Senior Rangers have the potential to progress beyond Competent level towards Salary Maximum subject to Council's Salary and Performance Management Guidelines which may vary from time to time.

Team Leader- Progression to Competent level will be subject to providing flexibility in service provision and support to the Ranger Supervisor in developing strategic direction, budgetary management, community liaison and operational management of the Ranger and Parking Officer Teams.

Team Leaders have the potential to progress beyond competent level towards Salary Maximum subject to Council's Salary and Performance Management Guidelines which may vary from time to time.

Ranger Supervisor- Progression to Competent level will be subject to providing flexibility in service provision and support to the Environmental Compliance Manager in developing strategic direction, budgetary management, community liaison and operational

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management of the Ranger and Parking Officer Teams and completing relevant Management Studies at least at Diploma level.

Ranger Supervisor has the potential to progress beyond competent level towards Salary Maximum subject to Council's Salary and Performance Management Guidelines which may vary from time to time.

10. LEASE BACK VEHICLES

- a) Lease back vehicles compliant with Council's Motor Vehicle Guidelines and subject to meeting the qualification requirements outlined in clause 9 d) Progression Requirements will be available to positions of Ranger, Senior Ranger, Team Leader and Ranger Supervisor.
- b) Where a council and an employee enter into a motor vehicle lease back agreement on or after the date of the commencement of this agreement, the council shall give a minimum of 12 months written notice of termination of the agreement
- c) The notice requirement of this clause shall not apply on termination of employment; loss of licence; breach of the leaseback agreement or if the employee accepts a new position with council

11. OVERTIME

- d) Except where otherwise provided, all time worked by direction in excess of 2 hours per week before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid in accordance with the Award.
- e) Where employees agree to exchange hours or work additional hours amongst themselves (eg: roster changes), this will not be considered as overtime, or fall within the provision of Clause 11(a). Any agreement to exchange hours or work additional hours will be subject to prior approval by the Team Leader Rangers.
- f) It is expected that supervisor and staff members will cooperate to ensure that extended periods of overtime are minimised. However in the event that extended overtime is necessary it will be, where practical, shared evenly between the team members.
- g) In the circumstances where employees have been directed to work their weekly allowance of 2 hours overtime in one time period they will become entitled to claim overtime at double time for the balance of that day and in accordance with the Award for any other subsequent overtime periods.

12. ON-CALL

- a) For the purposes of this agreement, an employee shall be deemed to be on-call if required by the employer to be available for duty outside of ordinary hours at all times, in order to attend emergency and / or breakdown work and / or supervise the call-out of other employees.

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- b) Employees who are on-call are not required to remain at their usual place of residence or other place appointed by the employer. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- c) Employees covered by this Agreement who are designated Ranger Competent or above may be required to participate in an on-call roster at the discretion of the Ranger Supervisor.
- d) The relevant member of the Ranger's unit rostered on call will be responsible for carrying a designated on call mobile phone and will be paid an additional on-call allowance as an annualised amount as per the amounts identified in Appendix B
- e) The on-call period shall be 5.30pm to 8am every day.
- f) In exceptional circumstances, an employee while on-call may at the discretion of the Ranger Supervisor Environmental Compliance be granted a break prior to being required to attend work on the day following their on-call period.
- g) Except where otherwise provided in this Agreement, this clause represents all entitlements in relation to on-call provisions.
- h) Employees shall elect to be on call annually and will be rostered on call for a 12 month period. Each employee will be rostered on call for a maximum of 1 week on a rotating roster.
- i) The on call allowance will be paid as an all purpose allowance whilst the employee is on the on call roster.
- j) Employees on call shall be paid as set out in Appendix B.

13. CALL BACK

- a) For the purposes of this agreement, an employee shall be deemed to be on call back if the employee is recalled to work without receiving notice before ceasing work.
- b) An employee who is called back to work as defined in Clause 13(a) shall be paid for a minimum of four (4) hours work at overtime rates for each time so recalled, provided that any subsequent call backs occurring within a four-hour period of a call back shall not attract any additional payment.
- c) An employee working on a call back shall be paid from the time that such employee departs for work. Except in cases of unforeseen circumstances, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period.
- d) This clause shall not apply in cases where the call back is continuous subject to a reasonable meal break prior to the commencement of ordinary hours.

14. PUBLIC HOLIDAYS

Christmas Day, New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Boxing Day and all

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locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW are to be considered standard days under this agreement as they have been annualised at relevant penalties rates into salaries and compensated by additional leave provisions.

Although Union Picnic Day will be governed by the relevant Award provisions it has been included in the treatment of the 11 public holidays above.

15. LEAVE PROVISIONS

- a) The quantum of leave provisions will be in accordance with the Local Government (State) Award 2007 or its successor (except Annual Leave).
- b) For clarification purposes, all leave will be recorded and debited on the basis of actual hours taken. For example. If the rostered day is 9.5 hours plus unpaid one (1) hour lunch break the recorded/debited amount will be 9.5 hours.
- c) The quantum of Annual Leave will consist of five (5) weeks at the ordinary rate of pay, after each twelve (12) months service. The quantum of annual leave is in recognition of working a rotating seven (7) day roster and being rostered off for four (4) public holidays each year.

16. TIMESHEETS

All employees covered by this Agreement shall be required to complete timesheets which record actual working hours in accordance with Council policy or direction.

17. DRESS STANDARDS

- a) Council, having regard to the nature of the industry, the work to be performed and the comfort of the employee, shall have the right to determine a preferred standard of dress for each employee, including uniform and colour of clothing.
- b) Employees shall be neat and tidy at all times (as would be acceptable when dealing with customers) and shall be responsible for maintaining their uniform in a neat and tidy condition. If an employee is not satisfactorily dressed in accordance with the dress code when in attendance at the workplace, he or she may be directed to cease work without pay until such time as the employee is dressed to the required standard.
- c) The employer will not be harsh or unreasonable in applying this provision.

18. OCCUPATIONAL HEALTH, SAFETY AND WELFARE

- a) All employees are required to comply with all relevant OHS Legislation, Regulations and Council Policies and Guidelines. Failure to do so may result in disciplinary action.
- b) The employee is required to wear and use all relevant PPE attire, sun protection cream and/or equipment as deemed appropriate by the employer.

19. ALCOHOL AND ILLEGAL DRUGS

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- a) The parties agree that the use of alcohol or illegal drugs during working hours, including meal breaks, is not permitted. An employee found to be under the influence, in possession, or in control of illegal drugs may be dismissed.
- b) An employee found to be under the influence of alcohol may be dismissed.

20. TRANSITION

As part of this agreement it is agreed that existing Rangers employed before May 2006 will be covered by this Agreement and that their salary will be appropriately adjusted and placed into the salary range outlined in Appendix A to ensure no detriment.

All Rangers will be paid in accordance with the schedule in Appendix A

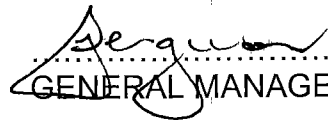
21. DISPUTES RESOLUTION

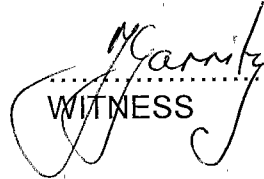
In the event of a grievance or dispute arising, the Grievance and Disputes Procedure embodied within the Local Government (state) Award shall apply”.

SIGNATORIES

SIGNED for and on behalf of
Pittwater Council:

12/2/2010
.....
DATE



.....
GENERAL MANAGER


.....
WITNESS

SIGNED for and on behalf of
New South Wales Local
Government, Clerical, Administrative,
Energy, Airline and Utilities Union,
Australia:

2010
.....
DATE


.....
GENERAL SECRETARY


.....
WITNESS

APPENDIX "A"

ANNUALISED SALARY LEVELS

Classification	Salary Band	Annualised All Purposes Salary*	
		\$pw	\$pa
Parking Officers	D		
Entry		1,057.79	55,216.55
Developing		1,093.38	57,074.42
Competent		1,128.97	58,932.45
Maximum		1,260.66	65,806.12
Trainee Ranger	E		
Entry		1,129.03	58,935.26
Developing		1,164.63	60,793.70
Competent		1,200.23	62,652.13
Ranger	F		
Entry		1,235.74	64,505.27
Developing		1,271.33	66,363.66
Competent		1,313.85	68,582.93
Maximum		1,479.28	77,218.28
Senior Ranger	G		
Entry		1,343.34	70,122.54
Developing		1,380.79	72,077.35
Competent		1,418.24	74,032.16
Maximum		1,611.47	84,118.53
Team Leader	H		
Entry		1,456.55	76,031.84
Developing		1,494.45	78,010.33
Competent		1,532.25	79,988.82
Maximum		1,747.30	91,209.12
Ranger Supervisor	I		
Entry		1,570.25	81,967.16
Developing		1,608.18	83,946.78
Competent		1,646.10	85,926.39
Maximum		1,883.79	98,333.67

Assumptions in above amounts

26.1 Saturdays worked

26.1 Sundays worked

7 Public Holidays worked and 4 public holiday covered to extra day off (4 times 9.5 hours =38 hours extra leave)

2 hours overtime pw worked

Meal allowance \$140.35 pa

9.5 hour days

7 day rotating roster

Excludes any on call allowance

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APPENDIX "B"

In addition to salaries outlined in **APPENDIX "A"** employees on call shall receive an allowance as per table below

No. of people sharing allowance	Annualised amount (On Call Amount : \$134.16 pw*)
1 person	\$7,003.15*
2 people	\$3,501.57*
3 people	\$2334.38*
4 people	\$1,750.78*
5 people	\$1,400.63

*Indexed to an increases in the Local Government (State) Award 2007 or its successor