

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/5

TITLE: Warringah Council Rangers' Agreement 2008

I.R.C. NO: IRC8/1796

DATE APPROVED/COMMENCEMENT: 2 October 2008 / 2 October 2008

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/105.

GAZETTAL REFERENCE: 27 February 2009

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Warringah Council, located at 725 Pittwater Rd, Dee Why NSW 2099, engaged in the capacity of Ranger (see exception in clause 6(d)). Senior Ranger and Co-ordinator Rangers who fall within the coverage of the Local Government (State) Award 2007

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

Warringah Council
Rangers' Agreement 2008

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1. TITLE AND INTENTION OF THE PARTIES

This Agreement shall be known as the Warringah Council Rangers' Agreement 2008 ("the Agreement") and shall provide the basis for determining rates of pay and conditions of all staff engaged in the capacity of Ranger* [see exception in Clause 6(d)], Senior Ranger, and Co-ordinator Rangers by Warringah Council in its Compliance Services.

2. THE PARTIES

- a) The Parties to this Agreement are Warringah Council ("the employer") and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("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 NSW 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 This Agreement will remain in place until replaced or repealed.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 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 Notional Agreement Preserving the Local Government (State) Award 2004 or the Local Government (State) Award 2007 however so 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 the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.
- d) Where this Agreement is silent, the Award shall prevail.

5. OBJECTIVES

- a) To develop and maintain a productive, safe and harmonious working environment where employees take pride in their work.
- 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 fair standards of work and proper conduct in which each employee will be treated fairly and reasonably.
- d) Generally, to develop a workplace relationship between employees and management based on honesty, co-operation, mutual trust, understanding and sincerity.

6. DEFINITIONS

- a) **Full-time** – means an employee who works 304 ordinary hours averaged over an eight (8) - week cycle (ie: average 38 hours per week). 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) **Ranger** - means an employee who may be 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 illegal building works and development, mentoring and educating junior staff where appropriate, and collecting evidence and taking factual statements when required.

The title of "Ranger" will also apply to those employees previously engaged in the capacity of **Parking Patrol Officer*** who undertake daily patrols of Council's area; enforce legislation and issue infringement notices in relation to parking and environmental legislation; collect evidence, prepare statements of evidence; and provide a high profile service to the community.

- i. * Note – Those Council employees designated as Parking Patrol Officer prior to the time of signing of this Agreement who do not wish to participate under the terms of this Agreement may elect to retain their existing conditions of employment.
- ii. However, those employees designated as Parking Patrol Officer prior to the time of signing of this Agreement who subsequently elect to participate under the terms of this Agreement will forfeit their right to return to their pre-Agreement conditions.

- iii. This Agreement will otherwise also apply to all persons engaged in the capacity formerly known as Parking Patrol Officer, except as described above.
- e) **Senior Ranger** – means an employee engaged as a Ranger at Step R10 and R11 levels [also refer to Clause 9 (c) (ii) – Progression Requirements].
- f) **Co-ordinator Rangers** - means an employee who, in addition to the duties of a Ranger, may be required to co-ordinate, lead and mentor staff, 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) **Award** – means the Notional Agreement Preserving the Local Government (State) Award 2004 or the Local Government (State) Award 2007 however so defined.
- h) **Union** – means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.
- i) 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, 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.
- c) Two (2) unpaid meal breaks of a minimum of thirty (30) minutes each shall be given and taken during the twelve (12) hour shift. The first break is to be taken within the first five (5) hours of continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.

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 be for an eight (8) week cycle and shall not be changed unless by mutual agreement. The employer however reserves the right to change pairings within a roster with notice. 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 including pairings.

9. RATES OF PAY

- a) The ordinary rates of pay for positions covered by this Agreement shall be determined by reference to the Grades and Pay Steps detailed in the table shown at Appendix "A".
- b) The ordinary rates of pay shown at Appendix "A" shall be inclusive of all loadings and penalty rates.
- c) Progression Requirements:

- i. Progression through salary levels will be in accordance with Council's Performance Management Policy. Classifications of Ranger and Co-ordinator Ranger have additional requirements.
- ii. Ranger – In addition to meeting requirements of Council's Performance Management Policy, progression beyond the R7 level is subject to the employee being required to undertake the full range of Ranger duties.

In addition to meeting requirements of Council's Performance Management Policy, progression to R10 and R11 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. Progression to R10 and R11 levels requires Rangers to regularly provide flexibility in service provision and support to the Co-ordinator Rangers in operational functions, special projects, and assistance in ensuring best practice compliance services are delivered, and team objectives and performance standards are achieved. An employee at the R10 and R11 levels will be regarded as Senior Ranger.

- iii. Co-ordinator Rangers – In addition to meeting requirements of Council's Performance Management Policy, progression to CR4 and CR5 levels will also be subject to providing flexibility in service provision and support to the Team Leader in strategic and 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.

10. OVERTIME

- a) Except where otherwise provided, all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid in accordance with the Award.
- b) 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 10(a). Any agreement to exchange hours or work additional hours will be subject to prior approval by the Team Leader Regulatory Compliance.

11. 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.
- b) Employees who are required to be 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 may be required to participate in an on-call roster.
- d) Except for positions of Co-ordinator Rangers, an employee required to be on-call shall be paid an on-call allowance at a daily rate set out in Appendix "A" (ii) of this Agreement for each day the employee is required to be on-call. Employees required to be on-call shall be required to liaise with the Co-ordinator Rangers with respect to call back.
- e) The Co-ordinator Rangers will be responsible for carrying the Pager, and will be paid an on-call allowance as an annualised amount incorporated within their salary rate (refer to Appendix "A").
- f) The on-call period shall be 7pm to 7am Monday to Friday and 7pm to 7.30am Saturday and Sunday.
- g) An employee while on-call may at the discretion of the Team Leader Regulatory Compliance be granted a break prior to being required to attend work on the day following their on-call period in exceptional circumstances.
- h) Except where otherwise provided in this Agreement, this clause represents all entitlements in relation to on-call provisions.

12. CALL BACK

- a) For the purposes of this agreement, an employee shall be deemed to be on a 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 12(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. An employee working on a call back shall be paid from the time that such employee departs for work. Except in the case of unforeseen circumstances arising, 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. This clause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

13. PUBLIC HOLIDAYS

Christmas Day, New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Boxing Day and all 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 and therefore will be paid at ordinary rates of pay.

14. LEAVE PROVISIONS

- a) The quantum of leave provisions will be in accordance with the Award (except Annual Leave).
- b) For clarification purposes, all leave will be recorded and debited on the basis of actual hours taken.
- c) Annual leave of absence consisting of five (5) weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each twelve (12) months service. The quantum of annual leave is in recognition of working a rotating seven (7) day roster.

15. 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.

16. DRESS STANDARDS

- a) The employer, 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.

17. ALCOHOL AND ILLEGAL DRUGS


- 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 under the influence of alcohol may be dismissed.

SIGNATORIES

SIGNED for and on behalf of
Warringah Council:

2 September 2008
DATE



.....
GENERAL MANAGER


Lynne Hamann
725 Pittwater Road, Dee Why
.....
WITNESS

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

4/9/08
DATE


.....
GENERAL SECRETARY


.....
WITNESS

APPENDIX "A"

(i) SALARY RATES		
Position Grade / Step	Weekly	Annual
Ranger		
R1	\$890.86	\$46,503.14
R2	\$930.00	\$48,546.23
R3	\$971.06	\$50,689.14
R4	\$1,009.64	\$52,703.25
R5	\$1,057.58	\$55,205.81
R6	\$1,109.91	\$57,937.24
R7	\$1,164.09	\$60,765.48
R8	\$1,194.36	\$62,345.38
R9	\$1,225.41	\$63,966.36
Senior Ranger		
R10	\$1,257.27	\$65,629.49
R11	\$1,289.96	\$67,335.85
Co-ordinator Rangers*		
CR1*	\$1,420.96	\$74,174.13
CR2*	\$1,455.04	\$75,952.96
CR3*	\$1,490.00	\$77,778.04
CR4*	\$1,525.87	\$79,650.58
CR5*	\$1,562.68	\$81,571.80
<p>* Co-ordinator Rangers rates of pay INCLUDE an annualised On-call allowance (currently \$5,757.50 pa) due to responsibility for carrying the Pager.</p>		
(ii) ALLOWANCES		
On-Call Allowance (per day)	\$35.00 per day	