

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/304

TITLE: **Manly Council Rangers Enterprise Agreement 2004-2006**

I.R.C. NO: IRC4/5833

DATE APPROVED/COMMENCEMENT: 15 October 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 3 December 2004

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Manly Council, who fall within the coverage of the Local Government (State) Award 2001

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

MANLY COUNCIL RANGERS ENTERPRISE AGREEMENT 2004-2006

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1.1 Title

This document shall be known as the Manly Council Rangers Agreement 2004 ("the Agreement")

1.2 Arrangement

PART 1

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1.3. Parties and Application

The Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the *Industrial Relations Act 1996*, and shall be binding on Manly Council ("the employer"), New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, Australia ("the union") and shall provide the flexibility of work arrangements necessary to meet the seven (7) day per week operation.

1.4. Life of the Agreement

The agreement will commence on the date of ratification by the Parties and continue for a two (2) year period. The wage rates in this Agreement shall increase in line with the increases passed on from time to time by the Local Government (State) Award. This agreement will remain in place until replaced or repealed.

1.5. Duress

This Enterprise Agreement has been entered into without duress by any Party.

1.6. Status

1.6.1 The Council 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 months notice of termination of the Agreement in writing by either party.

1.6.2 Conditions and rates shall revert to those prescribed in the Local Government (State) Award.

1.6.3 Should the Agreement be silent or inconsistent the Local Government State Award shall prevail.

1.7. Objectives

- 1.7.1 To develop and maintain the most flexible, productive, safe and harmonious working environment possible where employees are encouraged to take pride in their work.
- 1.7.2 To develop a working environment at the workplace whereby employees are invited to participate and be consulted on decisions that affect them.
- 1.7.3 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.
- 1.7.4 To provide learning opportunities to employees and to ensure each performs in a manner, which will promote excellent customer service.
- 1.7.5 To promote fair standards of work and proper conduct in which each employee will be treated fairly, reasonably and with dignity and respect.
- 1.7.6 Generally, to develop a workplace relationship between employees and management based on honesty, co-operation, mutual trust, understanding and sincerity.

1.8. Equal Employment Opportunity

- 1.8.1 The employer is totally committed to providing equal employment opportunity for every employee in all spheres of employment, and providing equal pay for work of equal value
- 1.8.2 The Employer is totally committed to providing an environment in which employees can work without distress or interference caused by harassment (including sexual harassment)
- 1.8.3 The employer will comply with all relevant legislation.

1.9. Inappropriate Behaviour

- 1.9.1 It is the responsibility of every employee who sees or hears inappropriate behaviour to report it to management. The employer acknowledges that the employee may also wish to seek advice or assistance from the union.
- 1.9.2 Inappropriate behaviour may include but is not limited to the following:
 - Sexual harassment
 - Discrimination
 - Workplace bullying
 - Intimidation
 - Humiliating or degrading a fellow employee
 - Verbal abuse
 - Abuse of power or authority
 - Alienation of fellow employees
- 1.9.3 The employer is committed to ensuring that all employees are treated with sensitivity and respect and all employees are entitled to a workplace that is free from all forms of harassment and unlawful discrimination.

1.10 Anti Discrimination

- 1.10.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 1.10.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Agreement, which, by its terms or operation, has direct or indirect discriminatory effects.

1.10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee made or make or has been involved in a complaint of unlawful discrimination or harassment.

1.10.4 Nothing in this clause is to be taken to affect:

- (i) any conduct or act which is specifically exempted from anti-discrimination legislation.
- (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-discrimination Act 1977*.
- (iii) a party to this Agreement from pursuing matters of unlawful discrimination in any state of federal jurisdiction.
- (iv) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes: Employers and Employees may also be subject to Commonwealth anti-discrimination legislation. Section 56(d) of the *Anti-discrimination Act 1977* provides:

"Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion"

PART 2

DISPUTE RESOLUTION

2.1 Dispute Procedures

2.1.1 Grievances and/or disputes that may arise in the provision of service consistent with this Agreement will be dealt with in accordance with the grievance and dispute provisions of the Local Government (State) Award.

PART 3

TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Engagement

3.1.1 Upon engagement an employee will be clearly informed of the basis of their employment, i.e.: permanent full-time, permanent part-time, casual or temporary, hours of work and Agreement and Award relationship.

3.1.2 All new permanent employees will be placed on a 3-month probationary period and their continuing engagement will be confirmed or otherwise at the end of the 3-month period.

3.1.3 Continuity of Service - An employee's continuity of employment shall not be deemed to have been broken by any of the following: -

- (a) absence from work on leave granted by the employer; or
- (b) the employee having been dismissed or stood down by the employer, or the employee having terminated their employment with the employer, for any period not exceeding three months and the employer re-employs the former employee.

3.2 Full-Time

3.2.1 Means an employee who works 304 ordinary hours averaged over a 8-week cycle.

3.2.2 The maximum daily engagement is 10 ordinary hours.

PART 4

TERMINATION AND WORKPLACE CHANGE AND REDUNDANCY

4.1 Termination

4.1.1 For serious offences where the Council alleges the action of a employee sufficient to seek the termination of an employee. i.e. theft, severe discrimination or harassment, victimization, physical or verbal threats or abuse, or vandalism. The Employee may be suspended for no more than 3 days whilst an investigation is conducted into the allegations. Should the allegations be confirmed the council may proceed with summary dismissal without notice

4.1.2 Probationary employees may have their employment terminated by the giving of 5 day’s notice at any time during the probationary period by either party.

4.1.3 Casual employment shall terminate at the conclusion of each shift.

4.1.4 An employee shall give to the employer 2 weeks notice of their intention to terminate their employment. If no such notice is provided, the employer shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this agreement.

4.1.5 The employer and an employee may agree to a shorter period of notice for the purpose of this sub clause, in special circumstances such agreement shall not be unreasonably withheld.

4.1.6 Subject to 4.1.1 and 4.1.2 above, the employer shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

4.1.7 The provision of this clause shall be read subject to the provisions of Clause 4.2 Redundancy, of this agreement.

4.2 Redundancy

4.2.1 Shall be in accordance with the provisions of the Local Government (State) Award

PART 5

WAGES AND RELATED MATTERS

5.1 Classification

5.1.1 For the purpose of this agreement a Ranger means an employee who may be required to perform (but not limited to) any of the following broad functions: enforcement of legislation, regulations and Council policy, impounding of animals and articles, complaint management including dogs and noise, investigation of pollution incidents and illegal building works and development.

5.1.2 An employee may be directed to perform any duty within the team provided it is within the skills level of the employee.

5.1.3 The staff establishment (10 in total) covered by this Agreement is:

Senior Ranger(s)	Step 3	2, maximum 3 positions
Rangers	Entry/step 1	8/7 positions
(Ranger Co-ordinator is not included under this Agreement)		

5.2 Use Of Skills

5.2.1 An employee shall be paid the rate of pay that recognises the skills the employee is required to apply on the job. The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by the employer to be used as an adjunct to the employee's normal duties. Employees who are required by the employer to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

5.2.2 The parties are committed to improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.

5.2.3 The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.

5.2.4 An employee required to relieve in a position, which is at a higher level, shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position.

5.2.5 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position.

5.2.6 Employees shall have access to annual assessments for progression under the Salary Administration System and Award.

5.3 Competencies

5.3.1 A list of competencies will be provided for each level of the Ranger Salary Steps as outlined in Clause 5.6.

5.3.2 This will form the basis of skills assessment and progression through the salary steps and will be administered in accordance with the Salary Administration System Policy and Progression Rules.

See attachment - Competency Assessment sheet - list of Competencies

5.4 Allowance

5.4.1 Council Rangers, where a vehicle is deemed essential, shall be supplied with a motor vehicle under Council's Leaseback Scheme. Alternate modes of transport shall be made available to Rangers not authorized under this scheme. This may include a motorcycle allocation, provided it is within the employees' skills and that they are suitably licensed.

5.4.2 Expenses - All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the employer and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the employer and the employee prior to the duties being performed.

5.4.3 On Call Allowance - This allowance was incorporated into the annualisation of salary rates under the previous MOU (attached). This formalises the arrangement in that a Ranger will be available, via rotation, 24 hours per day/ 7 days per week. (roster attached)

5.5 Wage Rates

5.5.1 Salary Levels

Band 1 Ranger	Base rate weekly	weekend penalties	P/h + on call	Annual
Step 3 - Snr. Ranger	\$761.84	\$142.85	\$91.48	\$52,000.00
Step 2-	\$734.81	\$137.78	\$85.26	\$50,000.00
Step 1 -	\$707.79	\$132.71	\$79.04	\$48,000.00
E/L - Ranger G6/3	\$680.76	\$127.64	\$72.83	\$46,000.00

(These rates fall within Council salary system grades/ranges)

PART 6

DISCIPLINARY PROCEDURES

6.1 Shall be in accordance with the provisions of the Local Government (State) Award 2001.

PART 7

HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK, AND ON CALL, AND CALLBACK

7.1 Hours Of Work - Spread Of Ordinary Hours

- 7.1.1 The ordinary hours for all employees covered by this agreement shall be worked between 7am to 9pm in summer months and 7am to 7pm (Mon- Fri.) and 7am-6pm (Weekends) in the winter months (see attach roster) Monday to Sunday inclusive and shall not exceed ten (10) hours in any one-day exclusive of unpaid meal breaks.
- 7.1.2 The ordinary rate shall be annualised and inclusive of loadings and penalties for late shifts, weekend and Public Holiday work in accordance with the roster.
- 7.1.3 Commencing and or finishing times provided for in sub clause 7.2.1 of this clause and / or payment for the spread of hours may be altered by agreement between the parties to the agreement.
- 7.1.4 Any agreement to alter the spread of hours as provided for in this sub clause must be genuine with no compulsion to agree.
- 7.1.5 Where the employer seeks to alter the spread of hours and / or payment for the spread of hours for a new or vacant position, the matter shall be referred to the parties to the agreement for recommendation to management prior to advertising the new or vacant position.
- 7.1.6 A minimum of 30 minutes meal break is to be taken within the first five 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.

7.2 Rosters

- 7.2.1 The preferred roster to be adopted is a fixed roster for 16 weeks (see attachment) encompassing a working day of 9.5 hours daily exclusive of an 30 minute unpaid meal break and shall not be changed unless by mutual agreement. The employer however reserves the right to change pairings within a roster with notice. Any change will initially be discussed with affected employees prior to any changes becoming effective.
- 7.2.2 The roster will have two (2) shifts per day with the follow spread of hours MONDAY to FRIDAY from 07.00am - 5.00pm and 11.00am-9.00pm Weekend from 07.00am- 5.00pm and 9.00am to 7.00pm in Summer (note shifts in the winter months shall finish @ 7pm weeknights and 6pm on weekends).
- 7.2.3 While there has been agreement to vary the finishing time during the winter months it is agreed that the roster will remain flexible and that should a need arise, during this period, the finishing time can be extended up to 9.00p.m. thus maintaining the flexibility of this agreement.
- 7.2.4 In the event of an emergency, a roster may be changed without notice including pairings upon agreement of staff and management. (Sample Roster Attached)

7.3 Overtime

- 7.3.1 Overtime shall only be worked by direction and duly authorised prior to the work being done. Payment at a rate of time and a half for the first 2 hour with any further overtime worked during this period being paid at double time.
- 7.3.2 Where employees agree to exchange hours or work additional hours amongst themselves (eg: roster changes) in the same cycle, this will not be considered as overtime, or fall within the provision of Clause 7.3.1.
- 7.3.3 Overtime shall be claimed within 30 days of it being worked. The employer shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate rate on termination or at other agreed time.
- 7.3.4 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that they have not had least ten consecutive hours off duty between those times shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 7.3.5 Where there is prior agreement between the employer and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid or be granted time in lieu equivalent to the actual hours worked. This sub-clause shall not apply to employees who are on call or called back to work.

7.4 Meal Allowances

- 7.4.1 An employee who, having been so instructed, works overtime for two hours or more prior to the agreed commencing time shall be paid a meal allowance as prescribed by the Award. This sub-clause shall not apply to employees who are on call.
- 7.4.2 An employee who, having been so instructed, works overtime for two hours or more immediately after the agreed finishing time shall be paid a meal allowance as prescribed by the Award. Thereafter, a further meal allowance (as prescribed) shall be paid after each subsequent four hours worked. This sub-clause shall not apply to employees who are on call.

7.5 Call Back

7.5.1 Shall be as per the provision of the Local Government (State) Award 2001.

PART 8

LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

8.1 HOLIDAYS

8.1.1 Public Holidays 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 that include payment for public holidays

8.1.2 Union Picnic Day shall for the purposes of this agreement be applicable to current financial members of the Union. Financial members of the union as advised to the Council shall be granted a days time off in lieu if it's their normal day off

8.1.3 The Union will provide Council with 14 days notice of financial members

8.1.4 Financial members of the Union who are required to work on Union picnic day shall be paid at the appropriate rates.

8.2 LEAVE

8.2.1 All types of leave - accruals shall be in accordance with provisions of the Local Government (State) Award 2001.

8.2.2 The Parties to this agreement shall consider payment of untaken sick leave over the life of the agreement and/or payment of part of sick leave at Christmas.

PART 9

OCCUPATIONAL HEALTH AND SAFETY

9.1 OCCUPATIONAL HEALTH AND SAFETY

9.1.1 The employer shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.

9.1.2 The employer shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the Occupational Health and Safety Act and Regulations.

9.1.3 The employer shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.

9.2 DRESS STANDARDS

9.2.1 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.

9.2.2 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.

9.2.3 The employer will not be harsh or unreasonable in applying sub clause 9.2.2

9.3 ALCOHOL AND ILLEGAL DRUGS

9.3.1 The parties agree that the use of alcohol or illegal drugs during working hours, including meal breaks, is not permitted.

9.3.2 An employee found to be under the influence, in possession, or in control of illegal drug may be dismissed.

9.3.3 An employee found to be under the influence of alcohol may be dismissed. In accordance with clause 4.1 Termination of employment

SIGNATORIES

Dated this Day of 2004

Signed for and on behalf of Manly Council

General Manager

Witness

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

General Secretary

Witness