

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/242

TITLE: Liverpool City Council Parking Patrol Officers' Enterprise Agreement 2006

I.R.C. NO: IRC6/1045

DATE APPROVED/COMMENCEMENT: 22 March 2006 / 22 March 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Liverpool City Council, located at 1 Hoxton Park Road, Liverpool NSW 2170, who are engaged in the duties of enforcing on street parking, who fall within the coverage of the Local Government (State) Award 2004.

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

LIVERPOOL CITY COUNCIL PARKING PATROL OFFICERS' ENTERPRISE AGREEMENT 2006

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1. TITLE OF THIS AGREEMENT

This Agreement shall be known as the **Liverpool City Council Parking Patrol Officers' Enterprise Agreement 2006**.

2. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (i) The New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union; and
- (ii) Liverpool City Council.

3. PERSONS BOUND BY THIS AGREEMENT

The terms of this Agreement are binding upon:

- (i) Liverpool City Council; and
- (ii) Parking Patrol Officers employed by Liverpool City Council to monitor and patrol on-street parking.

4. PURPOSE OF THE AGREEMENT

- 4.1 This Enterprise Agreement has been formulated for the purpose of achieving hours of coverage including regular weekend work by the team of Parking Patrol Officers and shall cover all employees engaged in the duties of enforcing on street parking.
- 4.2 By entering into this Agreement, it is the intention of the parties to ensure that the community is provided with a continuous, effective and efficient monitoring and patrolling of On-Street Parking and other public parking areas to ensure the enforcement of parking restrictions as well as Local and other Government legislation.

5. AREA, INCIDENCE AND DURATION

- 5.1 This Agreement shall have the effect of rescinding and replacing the Council Agreement between Liverpool City Council and Parking Patrol Officers dated 1 July 2002.
- 5.2 This Agreement is made in settlement of Matter No. IRC 84 of 2006.
- 5.3 This Agreement will operate from the date of registration by the Industrial Relations Commission of New South Wales and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions of the *Industrial Relations Act 1996* (NSW) or the *Workplace Relations Act 1996* (Cth).
- 5.4 This Agreement shall operate in conjunction with the **Local Government (State) Award 2004** (the 'Award'). The terms and conditions of this Agreement shall prevail to the extent of any inconsistencies.

6. ANTI -DISCRIMINATION

- 6.1 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.

- 6.2** It follows that in fulfilling their obligations under the dispute resolution procedure 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 a direct or indirect discriminatory effect.
- 6.3** Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 6.4** Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

Notes

- a) Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.;
- b) 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."

7. RATES OF PAY

- 7.1** The ordinary rates of pay for entry to the agreement are based on assessment of the particular officer's competency against a range of competency standards determined to allow a structured progression within a range of salaries, the salary range shall be as follows:

Parking Patrol Officer	\$43,215.74 - \$47,352.23
Senior Parking Patrol Officer	\$47,163.48 - \$51,682.23

- 7.2.1** The rates of pay have been designed to compensate for a number of entitlements in the Award, being hours of work, shift allowances and ordinary hours worked on a Saturday as part of a 38 hour week spread. The rates provide for an amount that compensates for a range of conditions that would otherwise be paid for by way of a penalty payment. See Attachment 1.

- 7.3** The above rates shall be increased to reflect increases in the Award and progressions through the Council's salary system. These rates are used for the calculation and payment of leave entitlements and any superannuation legislation purposes.

- 7.4** The weekly rate paid will be the equivalent of the annual salary divided by 52.2, despite the shifts actually worked. It is intended that Parking Patrol Officers will receive equal rates of pay for each week of the roster. This will be varied if leave without pay is taken or if overtime is worked.

8. HOURS OF WORK

- 8.1** The hours of work will be rostered, over a four-week period and will represent an average of 38 hours work per week averaged over the 4-week span.
- 8.2** Ordinary hours for Parking Patrol Officers may be worked between the hours of 7:00am and 8:00pm between Monday and Saturday.
- 8.3** A four week roster system as provided by clause 9 below will apply and will feature two shifts. The hours of work for the early shift will be 8:00am to 4:30pm Monday to Saturday, while the hours of work for the late shift will be 10:00am to 6:30pm Monday to Friday.
- 8.4** Meal breaks will be limited to a lunch break of 30 minutes unpaid, taken no later than 5 hours after the commencement of the shift.
- 8.5** The rate of pay indicated above in clause 7 will constitute full payment for the thirty-eight hours (38) worked.
- 8.6** Parking Patrol Officers will not be required to work on Sundays or Public Holidays. Should Liverpool City Council require Officers to be rostered on a Sunday or a Public Holiday then this can only occur after there has been consultation between the Manager, Enforcement or Corporate Manager Services or delegated representative and the Senior Parking Patrol Officer with payment as per 9.6 or 10.3
- 8.7** Agreement between Parking Patrol Officer/s and Manager –Enforcement or Corporate Manager Services or delegated representative may allow for changes to the above spread of hours. This will not be a permanent requirement and will only be utilised on scheduled projects or on issues that warrant the extension of hours.

9. ROSTERS

- 9.1** The roster provides preferred staffing levels and times for each day of the week with minimum staffing for weekends (see Attachment 2)
- 9.2** The ordinary hours of work for Parking Patrol Officers shall be 38 hours per week arranged as 152 hours within four weeks with a guarantee of eight days off (not including rostered days off and public holidays).
- 9.3** Parking Patrol Officers agree to maintain the rostered hours specified in Attachment 2 for the term of the Agreement and to fully co-operate in fulfilling the hours specified in the roster without additional compensation.
- 9.4** Parking Patrol Officers will be expected to cover absences due to illness that occur on Saturdays. In covering such absences the Officers will be afforded an additional payment calculated at ordinary time rates only as part of this Agreement.

- 9.5** If required, the Manager –Enforcement or Corporate Manager Services or delegated representative may require a change in rostering after consultation with the Senior Parking Patrol Officer and agreement.
- 9.6** For any additional time worked outside the hours specified in this Agreement and in the roster at Attachment 2, overtime will be paid in accordance with the provisions of the *Local Government (State) Award 2004*.
- 9.7** The roster of a Senior Parking Officer will be determined by the Manager, Enforcement or Corporate Manager Services or delegated representative with emphasis on the performance of the Parking Patrol Officers within the Environmental Protection Unit. The Senior Parking Patrol Officer also works a 38-hour week.
- 9.8** Having regard for the safety of all employees, the parties require all Parking Patrol Officers to work in pairs at all times unless otherwise mutually agreed.

10. PUBLIC HOLIDAYS

- 10.1** Public Holidays and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW are to be granted.
- 10.2** Should a public Holiday fall on an employees rest day (ie rostered weekend) the council shall reallocate the rest day to the next day or a day mutually agreed.
- 10.3** Where an employee is required to work on a Public holiday, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours or time and a half and a day in lieu.

11. SICK LEAVE, ANNUAL LEAVE, CARERS LEAVE, LONG SERVICE LEAVE

- 11.1** All types of leave accruals shall be in accordance with provisions of the *Local Government (State) Award 2004*.

12. DISPUTE PROCEDURES

- 12.1** Grievances and/or disputes that may arise in the provision of service consistent with this Agreement will be dealt with as per the *Local Government (State) Award 2004*.

13. DURESS

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

EXECUTED AS AN AGREEMENT

Signed on behalf of LIVERPOOL CITY COUNCIL _____

General Manager

..... Date

Witness

..... Date

Signed for and on behalf of the:New South Wales Local Government, Clerical,
Administrative, Energy, Airlines And Utilities Union

General Secretary

..... Dated

Witness

..... Dated

Attachment 2: ROSTER

The hours of work for the Early shift, Monday to Saturday will be 8 AM to 16.30 PM and the Late shift will be Monday to Friday, 10.00 AM to 18.30 PM.

Week 1	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Senior	R1	8am	8am	8am	8am	8am	R2
PPO 1	R1	R2	10am	10am	10am	10am	R3
PPO 2	R1	R2	10am	10am	10am	10am	R3
PPO 3	R1	10am	8am	8am	8am	8am	8am
PPO 4	R1	10am	8am	8am	8am	8am	8am

Week 2	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Senior	R3	8am	8am	8am	8am	8am	R4
PPO 1	R4	10am	8am	8am	8am	8am	8am

PPO 2	R4	10am	8am	8am	8am	8am	8am
PPO 3	R2	R3	RDO	10am	10am	10am	R4
PPO 4	R2	R3	RDO	10am	10am	10am	R4

Week 3	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Senior	R5	8am	8am	8am	8am	8am	8am
PPO 1	R5	R6	RDO	10am	10am	10am	R7
PPO 2	R5	R6	RDO	10am	10am	10am	R7
PPO 3	R5	10am	8am	8am	8am	8am	8am
PPO 4	R5	10am	8am	8am	8am	8am	R6

Week 4	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Senior	R6	R7	RDO	10am	10am	10am	R8
PPO 1	R8	8am	8am	8am	8am	8am	8am
PPO 2	R8	10am	8am	8am	8am	8am	8am
PPO 3	R6	R7	10am	10am	10am	10am	R8
PPO 4	R7	10am	10am	10am	10am	10am	R8

Meal breaks will be limited to a Lunch break of 30 minutes, taken no later than 5 hours after the commencement of the shift.

Attachment 2: RATES OF PAY

Description	Grade	Level 1	Level 2	Level 3	Level 4
Parking Patrol Officer	7	\$	\$	\$	\$
Hourly Rate		\$21.7865	\$22.4816	\$23.1767	\$23.8719
Overtime Component for 12 months	369.2* hrs X hourly rate	\$8043.58	\$	\$	\$
Salary Including Overtime Component		\$43,215.74	\$38862.28	\$40063.86	\$41265.44

Senior Patrol Officer

Description	Grade	Level 1	Level 2	Level 3	Level 4
Senior Patrol Officer	9	\$	\$	\$	\$
Hourly Rate		\$23.7767	\$24.5361	\$25.2954	\$26.0548
Overtime Component for 12 Months	369.2* X hourly rate	\$	\$	\$	\$
Salary including overtime Component		\$47,163.48	\$48,669.73	\$50,175.98	\$51,682.23

- *Please note that it was determined that by staff working alternating weekends and paying them at the appropriate overtime rate of hour and half for first two hours and double time thereafter, annual hours to be paid would be 369.2 hours.*

It is decided that the salaries and rates for PPO's are to be annualised. New recruits will begin at the Entry levels of their respective grades.