

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/98

**TITLE:** Auburn Council Ranger's Team Enterprise Agreement 2005

**I.R.C. NO:** IRC6/768

**DATE APPROVED/COMMENCEMENT:** 27 February 2006 / 1 October 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 17 March 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Auburn Council, who are engaged as part of the Ranger Team with the exception of employees who are designated as senior staff, who fall within the coverage of the Local Government (State) Award 2004.

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

# **AUBURN COUNCIL RANGER'S TEAM ENTERPRISE AGREEMENT**

## **2005**

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### **1. TITLE**

This agreement shall be titled the Auburn Council Ranger's Team Enterprise Agreement.

### **2. PARTIES BOUND**

The parties to this Agreement are Auburn Council and:

- (i) The New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union. Trading as the United Services Union
- (ii) Auburn Council.

### **3. SCOPE OF THE AGREEMENT**

The terms and conditions of the Local Government (State) Award 2004 as amended from time to time shall prevail, (hereon referred to as the "Award") except where inconsistent with this Agreement. The terms and conditions of this Agreement shall prevail to the extent of any inconsistencies.

### **4. PURPOSE OF AGREEMENT**

- a. To operate a Ranger team within Auburn Council to assist in Council's environmental regulatory work, by attending to environmental complaints including unauthorised waste dumping, abandoned vehicles, parking, air, water or noise pollution incidents and attending to other complaints that fall within the jurisdiction of Council.
- b. To maximise the efficiency and effectiveness of Council's Ranger service for the Community.
- c. To ensure the service standards in Council's Management Plan and this Agreement are achieved.
- d. To improve the amenities of the local area by providing a rapid response to reported and unreported environmental offences, including unauthorised waste disposal, abandoned goods and other offences that degrade the local environment.
- e. To provide the opportunities for Ranger staff to actively participate in determining best practice decisions for the operation of the Rangers Service.
- f. To encourage multi-skilling of Ranger staff.
- g. To provide greater flexibility in the spread of working hours to facilitate the increased customer service focus of Council.

### **5. DEFINITION OF RANGER TEAM**

For the purpose of this Agreement the Ranger team includes all staff designated as a Ranger. The Ranger team comprises of 1 team leader and 7 officers. The team may be expanded or reduced depending on community or organisational requirements.

## **6. TERM OF AGREEMENT**

The term of this agreement shall be for a period of three years commencing on 1 October 2005 and terminating on 1 October 2008. For the term of this Agreement the Rangers functions shall be provided by employees of Auburn Council.

Three months prior to the expiration of this Agreement (1 July 2008) discussions on the future direction of the Ranger team shall commence.

## **7. SPREAD OF HOURS**

The hours of work for all employees covered by this agreement shall be worked between the hours of 5.00 am to 10.00pm Monday to Sunday. Additional work conducted outside the roster times identified at clause 8 shall be paid at the Award overtime rates.

## **8. HOURS OF WORK**

- i) A seven-day roster shall be established for the Ranger team. Two (2) Rangers will be required to work on public holidays and on weekends. The ordinary hours of work for all employees shall be 38 hours per week arranged as follows:
- 152 hours within four weeks with a guarantee of eight days off (not including rostered days off). Any hours worked in addition to the 152 over four weeks will be paid in accordance with the Award clause 17 "overtime rates".
  - Hours worked shall be in accordance with the Roster hereto annexed to this Agreement and marked as Annexure A.
  - Council reserves the right to amend the Roster in Annexure A in consultation with the Ranger Team as and when circumstances require the Roster to be amended.

## **9. PUBLIC HOLIDAYS**

The nominated Public Holidays for this agreement are:

- Australia Day
- Good Friday (Easter)
- Easter Monday
- Easter Saturday
- Anzac Day
- Queens Birthday
- Labor Day
- Christmas Day
- Boxing Day
- New Years Day
- Union Picnic Day,

and all locally proclaimed holidays within the Council's area and all special days proclaimed as holidays, to be observed throughout the State of New South Wales.

All public holidays are normal working days under this Agreement, employees required to work on these days will be paid in accordance the Award clause 17 "overtime rates". Any employees who rostered for a rest day on a public holiday shall be paid in accordance with the Award clause 18 (vii) "Holidays"

The exceptions are Christmas Day and New Years Day which will require one Ranger to be on-call between the hours of 8:15am and 4:45pm. On those occasions, consistent with clause 17B(vii) of the *Local Government (State) Award 2004*, the Ranger on call will be afforded one-half (½) day to be taken at an agreed time.

#### **10. ROSTERED DAYS OFF (RDO)**

The Ranger team will operate within Council's Rostered Day Off (RDO) system, where in Rangers will be afforded one RDO every 15 working days. To qualify for a RDO, Rangers will work a standard 8.14 hour day. The RDO's shall be taken in consultation with the Team Leader/Manager and may not necessarily be included on the roster in order to ensure appropriate staffing levels are maintained at all times.

RDO's must be taken as and when they fall due with a maximum of three (3) RDO's accrued at any one time, with prior approval from the Manager Regulatory Compliance and the Director, Planning and Environment.

#### **11. FLEXIBILITY ALLOWANCE**

Council shall afford Rangers the following flexibility allowance:

- (A) An allowance for the workplace reform initiatives outlined in this Agreement for Rangers on band 2 level 2A. This rate is the allowance only
  - Entry \$145.30
  - Skill 1 \$151.10
  - Skill 2 \$155.60
  - Skill 3 \$160.20
- (B) An allowance for the workplace reform initiatives outlined in this Agreement for Team Leader Ranger on band 2 level 3A. This rate is the allowance only
  - Entry \$173.80
  - Skill 1 \$180.80
  - Skill 2 \$186.20
  - Skill 3 \$191.80
- (C) The allowance shall be in addition to Council's Salary System and paid for in lieu of weekend penalty rates, shift allowances and on call allowances.
- (D) The payment of allowances between Skill Step 1 and 3 in clause 11(a) and (b) is dependent upon satisfactory acquisition of skills in accordance Council's Salary Skill Step progression rules.

#### **12. SERVICE LEVEL GUARANTEES**

- The Ranger team agree to review work practices for the improvement of overall Team performance.
- The Ranger team will provide Council with Ranger Services 7 days per week - including two rangers to work every weekend.
- The Ranger team will provide Council with a minimum of three and a maximum of 4 staff to service Special events at Sydney Olympic Park (SOPA) up to a maximum of 15 events per

calendar year. Special events as designated by SOPA and advised to Council. Each Ranger shall work at special events as requested.

- Special events are considered overtime and will be paid in accordance with Award overtime provisions. Rangers who are on their normal rostered shift for that time shall not be paid overtime.
- Staff will be trained in all aspects of Regulatory control to ensure Rangers are multi-skilled.
- Compliance with Councils performance appraisal system, salary progression rules and job outcomes.
- Between Monday to Saturday there will be daily patrols of the Auburn Town Centre including the Susan Street car park
- The Ranger team will ensure that the Lidcombe Town Centre including the multi-level car park and the car park adjacent to the Children's Court is patrolled at least twice a week.
- The Ranger team will ensure that the Berala Town Centre is patrolled at least once a week.
- The Ranger team will ensure that the Regents' Park Town Centre is patrolled at least once a week.
- Any other private car parks as agreed between the parties.
- Abandoned motor vehicles will wherever possible be removed within 7 days. Where this is not reasonably possible abandoned motor vehicles must be removed within 10 working days.
- Dog attacks will wherever possible be responded to within 1 hour of the attack being reported. Where this is not reasonably possible then Ranger staff must respond within 24 hours of an attack being reported.
- All other complaints and incidents shall be attended to within 48 hours of notification.
- Ranger's will meet all performance standards contained within Council's adopted Management Plan.

### **13. STAFF TRANSFER**

Any member of the Rangers' team who is transferred from the team, or applies for another position within Council's structure and is successful, shall forfeit the Rangers Flexibility Allowance, effective on the member's transfer or promotion date.

### **14. WORK PRACTICES**

The parties to this Agreement are committed to improving efficiency and productivity and will continue to review work practices with a view to maximising the benefits to Council and the community. The parties aim to do this through consultation.

**(a) Rosters**

In the event of extended absences of team members, an alternate rostering arrangement may be introduced in consultation with staff.

**(b) Uniforms**

Each team member shall wear a council supplied uniform at all times whilst on duty. Each staff member is to keep the uniform clean and in good repair.

**(c) Vehicles**

Council operates a vehicle lease-back system in accordance with Council's Motor Vehicle Private Use Policy, where the vehicle is not required for use by the Council.

Leaseback vehicles will be provided to Rangers in accordance with Council's Motor Vehicle Private Use Policy (copy attached). Illuminated signs and lights must be affixed to the Council's vehicles while used in the course of Council's operations. Stickers or magnetic signs containing the words "Auburn Council" or "Ranger Officer" shall also be affixed to the sides of the vehicle when used in the course of Council's operations.

**(d) Parking**

Rangers required to work the evening shift will be permitted to park their own vehicle in the Civic Centre Car Park, after 4:45pm, subject to availability of parking spaces. Rangers required to be "on-call" and who do not participate in the leaseback scheme, will be entitled to take the Council vehicle home for the time they are required to be "on-call". No private use of the "on-call" vehicle will be permitted except for to and from work.

**(e) Mobile Telephones**

Council will provide a mobile telephone to each Ranger covered by this Agreement for Council related calls only. All private calls must be paid for and reimbursed to Council before the due date of the telephone bill.

**15. MEETINGS**

Monthly team meetings will be held with the Ranger's team, the Director, Manager or his/her representative. At the meeting the progress of complying with the Agreement will be charted. Reports will be made available to the Team Leader for analysis prior to each team meeting.

These reports will analyse response times to calls, fines issued, logs of patrol, unresolved calls for action, out of time responses and compliance with staff leave policies ie RDO's /Sick leave absences

**16. GRIEVANCE & DISPUTE PROCEDURES**

In the event the parties to this Agreement cannot resolve disputes then the provisions of the *Local Government (State) Award 2004*, clause 30 shall apply.

**17. CHANGES TO AGREEMENT**

During the period of this agreement, no changes to the terms of the Agreement shall occur unless by consultation and agreement of both parties.

**18. ANTI-DISCRIMINATION**

- (i) 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.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement and clause 30 of the *Local Government (State) Award 2004* 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 the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.

- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

**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."

**19. Signatories to the Agreement**

Listed below are the signatures of the parties that are bound to the Agreement.

Signed on behalf of )  
 AUBURN COUNCIL )  
 in the presence of )

\_\_\_\_\_  
 General Manager

\_\_\_\_\_  
 Witness

Signed on behalf of )  
 NEW SOUTH WALES LOCAL )  
 GOVERNMENT, CLERICAL, )  
 ADMINISTRATIVE, ENERGY, )  
 AIRLINES & UTILITIES UNION )  
 in the presence of )

\_\_\_\_\_  
 General Secretary

\_\_\_\_\_  
 Witness