

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA12/14**

**TITLE: Willoughby City Council Rangers' Agreement**

**I.R.C. NO:** IRC12/1061

**DATE APPROVED/COMMENCEMENT:** 24 October 2012 / 24 October 2012

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** Published 16 November 2012

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all Rangers employed by Willoughby Council within the Rangers Section of the Compliance Unit, located at 31 Victor Street, Chatswood NSW 2067, who fall within the coverage of the Local Government (State) Award 2010.

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

## Willoughby City Council Rangers' Agreement

### Compliance Unit Environmental Services Division

#### 1. Title

This Agreement will be known as the Willoughby City Council Rangers' Agreement.

#### 2. Intention of the Parties

- (a) The signatories to this Agreement are committed to the promotion of customer satisfaction, innovation, continuous improvement and the mutual obtaining of objectives.
- (b) With the implementation of this Agreement the parties recognise that there will be an increase in productivity, quality services and overall staff morale.

#### 3. The Parties

This Agreement is made between Willoughby City Council (hereinafter called the Council) and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (hereinafter called the Union) pursuant to Clause 37 of the Local Government (State) Award 2010.

#### 4. Coverage

All Rangers employed within the Rangers Section of the Compliance Unit of Council.

#### 5. Duration

This Agreement shall operate from the first full pay period on or after this Agreement has been approved by the New South Wales Industrial Relations Commission and shall remain in force for three (3) years. Future agreements will be of three (3) years' duration.

#### 6. Agreement Not Entered into Under Duress

This Agreement was not entered into under duress by any party to it.

## 7. Definitions

*Award* Shall mean the Local Government (State) Award 2010, and any Award which succeeds that Award, which provides for salaries and conditions for the employees of the Council.

*Rotation of Shifts* Employees will be required to rotate shifts. This will be based on business needs, which may include an imbalance of staff numbers or skill levels on either shift.

## 8. Provisions of the Agreement

The Agreement shall operate to provide the special conditions of employment detailed below. Conditions of employment not specified in this Agreement shall be established by the Award.

## 9. Objectives of the Agreement

The Workplace is to provide a quality Rangers service in a responsive and flexible manner. This will be provided through a professional team working over a seven day week and wider span of hours. Staff within the section will take a co-operative approach to meet the needs of residents and the Council as a team. They will be responsive and flexible in their approach to providing the appropriate level of service and staffing on weekends and for the full range of their spread of hours during the week. This may require changes to rosters at short notice by agreement due to emergencies, sickness or other unforeseen circumstances.

## 10. Spread of Hours

The spread of hours for Rangers in accordance with the Award shall be worked between MONDAY & SUNDAY inclusive & shall not exceed twelve (12) hours in any one (1) day exclusive of unpaid meal breaks.

## 11. Hours of Work

Normal working hours will consist of fourteen (14) days over a three (3) week period, with a thirty-eight (38) hour week and 8.14 hour day.

## 12. Rostering

The hours of work for the Council Rangers will be subject to a rotating roster which will set shift hours between the hours of six (6) am and ten (10) pm (sixteen hours). Employees will normally be required to work one (1) weekend in each six (6) week period. No Ranger will be expected to work more than ten (10) weekends over a period of twelve (12) months - except by mutual agreement.

Rostered Days Off will be taken between Monday and Friday.

It should be noted that no Council Ranger will be required to work more than ten (10) shifts past 9 pm per annum. All other shifts will be in the following bands: 6 am – 9 pm Wed, Thurs, Fri, Sat DST, 6 am – 8 pm Sun, Mon, Tues DST, 7 am – 8 pm EST. On all shifts past 9 pm two Council Rangers will be rostered.

Rosters will be provided one month in advance of the commencement date of the new roster. Rosters will provide consistent starting & finishing times for each week but may involve three different starting & finishing times within a three week period.

Public Holidays are to be paid at the relevant Public Holiday rate as per the Award if Rangers are required to work, with the exception of Christmas Day, when one Ranger will be required to be on-call only.

The rosters will be set at the discretion of the Manager Compliance Unit or his nominated officer and may be varied by mutual agreement where extenuating circumstances exist, in which case staff shall be consulted. This will require flexibility from staff to meet these emergency changes.

## 13. On Call / Call Out, After Hours Emergency Service and Work After 9:30 pm

Rangers rostered to provide Council's on call / call out, After Hours Emergency Service and work after 9:30 pm agree to answer the Pager Calls and/or mobile telephone without additional remuneration whilst on meal breaks. If answering calls or called out during a meal break, Council Rangers will be entitled to time in lieu for the duration of the call taken within their meal break. When rostered for call out, call out allowances as per the Award will be paid. Payment of actual hours called out will be paid in line with Award conditions.

In circumstances when Council Rangers are on After Hours Call or work past 9:30 pm, Council will provide take home use of a motor (pool) vehicle for such occasions or the provision of a cabcharge voucher if not on call. No private use of the pool vehicle will be allowed and no lease fee is payable by the Ranger to Council.

However, Rangers rostered to provide the After Hours Emergency Service and who enjoy take home use of Council's pool vehicle shall be responsible for its proper care, cleaning and maintenance while it is under their control.

Council's pool vehicle shall only be used for its intended purpose. The Ranger shall notify the Plant Supervisor of any defect in the operation of, or damage to, the pool vehicle, no matter how minor, as soon as it occurs.

If ever Council's pool vehicle/s become un-road worthy, any remaining available pool vehicle from Council's motor vehicle fleet will be dedicated for the take home use of the Ranger rostered as 'Primary On Call Officer', ahead of the rostered 'Secondary On Call Officer', for the purpose of providing the After Hours Emergency Service.

### **14. Rates of Pay**

Rates of pay for each category of employee are outlined in the following schedules.

Schedule 'A' for Salaries: Deputy Team Leader Ranger

Schedule 'B' for Salaries: Area Ranger

Schedule 'C' for Salaries: Ranger - Parking Enforcement / Compliance

Schedule 'D' for Salaries: Ranger - Parking Enforcement

Increases in rates of pay provided by the successor to the Local Government (State) Award 2010 will apply to the rates of pay included in Schedules A, B, C and D of this agreement.

Progression through the salary system for each category of employee is also outlined in Schedules A, B, C and D of this agreement.

### **15. Overtime**

All time worked by direction in excess of 8.14 per day or 38 per week will be paid as overtime as per the Award.

### **16. Annual Leave**

It is accepted that annual leave is to be taken at times mutually agreeable by the parties to the agreement in accordance with Council's adopted policy & the Compliance Unit Guidelines for the management of leave.

### **17. Performance Payment**

A yearly "at risk" performance payment is available to staff achieving their performance targets as per the performance criteria in clause 18 of this agreement.

## 18. Performance Criteria

The 'at risk' performance payment of \$1000 will be paid to each Ranger who meets the following targets:

- Demonstrated regular participation in education & enforcement as part of Council's '*Safety Over Convenience*' programme in each of Council's designated '*School Zones*'.
- Not less than 85% of all Customer Service Requests (C.S.Rs) completed in accordance with Council's Customer Service Charter
- No adverse finding by Council regarding behaviour following investigation & review of any formal complaint lodged in accordance with Council's adopted Complaints Handling Policy.

The performance payment will be paid in the final pay of each financial year with a pro rata payment for staff who have not completed a full year of service at this time but who have met their performance criteria.

## 19. Participation in Agreement

Existing staff who do not wish to participate in this agreement can do so with no loss of existing conditions. They may also agree to take up the agreement at a later date during the duration of the agreement without penalty or disadvantage.

## 20. Relationship to Awards and Council Policies

This agreement shall be read and interpreted wholly in conjunction with:

The Local Government (State) Award 2010 or its successor;  
Council Policies, Protocols and Procedures.

The provisions of the Agreement will override the provisions of the Award where they conflict. Otherwise where the Agreement is silent the Award shall prevail.

## Schedule 'A'

### Deputy Team Leader

#### Salary Rates

The range of pay on Council's salary system is ATT Band 2, Level 3 - Point 1 to 3 (i.e. A3/1A to A3/3A).

This rate will attract a 9% loading. The loading is provided to compensate for weekend work, seven day week and the range of hours consistent with the requirements specified in clauses 8, 9, 10, 11 & 12.

The loaded rate will be the base rate applicable for all purposes of the Award as well as for superannuation legislation purposes.

Any pay increases provided for in the Award will be applied to the relevant salary point in Council's Salary System. The 9% loading will then be added. The Award increase will not apply to the 9% loading.

#### Salary Progression

Progression through the salary system will be based on competencies and satisfactory performance after twelve (12) months or as agreed between the employee and Council, in line with Council's performance management system. Both Parties are committed to improved skills levels, removing impediments to multi-skilling and broadening the range of tasks the employee may be asked to perform.

#### **SALARY: Deputy Team Leader Ranger Section (before the 9% Agreement loading)**

<b>1 ENTRY A3/1A</b>	<b>\$1,141.60</b>
<b>STEP 2 A3/2A</b>	<b>\$1,170.00</b>
<b>STEP 3 A3/3A</b>	<b>\$1,198.80</b>

#### **A) Progression from Entry to Step 2**

- (i) Computer skills to log and complete all relevant tasks
- (ii) Demonstrated working knowledge of relevant legislation
- (iii) To actively promote a positive image of Council
- (iv) To undertake all duties with equity and fairness
- (v) To work to improve Council's compliance processes
- (vi) To issue on the spot Penalty Notices
- (vii) Establish & maintain teamwork skills
- (viii) Successful completion of a Council recognised conflict resolution (verbal judo) course
- (ix) Successful completion of State Debt Recovery Office (SDRO) Online training Course

- (x) Ability to meet performance targets
- (xi) Proactive generation of Customer Service Requests (CSRs) regarding faded and/or damaged traffic control signage
- (xii) Successful completion of Rangers Module 1 Course
- (xiii) Successful completion of Dog Control Short Course

**B) *Progression from Step 2 to Step 3***

- (i) Demonstrated consistency in competencies detailed in section 'A' above
- (ii) Demonstrated experience & success as Council witness in court proceedings
- (iii) To perform all duties as instructed by supervisors/management
- (iv) Appropriate & considered on the spot decisions
- (v) Productive network established with local police
- (vi) Ability to meet performance targets
- (vii) Successful completion of Rangers Module 2 Course
- (viii) Successful completion of Litter Prevention Programme Course & demonstrated regular activity in litter protection
- (ix) Successful completion of Road Load Limit Course & demonstrated regular activity in Local Road Load Limit compliance
- (x) Demonstrated regular surveillance of development sites & related compliance activity
- (xi) Demonstrated competency in assisting the Team Leader with the efficient & effective co-ordination of Rangers Section activities
- (xii) Demonstrated competency in serving as Acting Team Leader Rangers Section when the incumbent Team Leader is on leave for 2 or more weeks



## Schedule 'B'

### Area Ranger

#### Salary Rates

The range of pay on Council's salary system is ATT Band 2, Level 2 - Point 3 to 5 (i.e. A2/3A to A2/5A).

This rate will attract a 9% loading. The loading is provided to compensate for weekend work, seven day week and the range of hours consistent with the requirements specified in clauses 8, 9, 10, 11 & 12.

The loaded rate will be the base rate applicable for all purposes of the Award as well as for superannuation legislation purposes.

Any pay increases provided for in the Award will be applied to the relevant salary point in Council's Salary System. The 9% loading will then be added. The Award increase will not apply to the 9% loading.

#### Salary Progression

Progression through the salary system will be based on competencies and satisfactory performance after twelve (12) months or as agreed between the employee and Council, in line with Council's performance management system. Both Parties are committed to improved skills levels, removing impediments to multi-skilling and broadening the range of tasks the employee may be asked to perform.

#### **SALARY: Area Ranger (before the 9% Agreement loading)**

<b>1 ENTRY A2/3A</b>	<b>\$1,001.30</b>
<b>STEP 2 A2/4A</b>	<b>\$1,026.00</b>
<b>STEP 3 A2/5A</b>	<b>\$1,051.40</b>

#### **A) Progression from Entry to Step 2**

- (i) Computer skills to log and complete all relevant tasks
- (ii) Demonstrated working knowledge of relevant legislation
- (iii) To actively promote a positive image of Council
- (iv) To undertake all duties with equity and fairness
- (v) To work to improve Council's compliance processes
- (vi) To issue on the spot Penalty Notices
- (vii) Establish & maintain teamwork skills
- (viii) Successful completion of a Council recognised conflict resolution (verbal judo) course
- (ix) Successful completion of State Debt Recovery Office (SDRO) Online training Course
- (x) Ability to meet performance targets

- (xi) Proactive generation of Customer Service Requests (CSRs) regarding faded and/or damaged traffic control signage
- (xii) Successful completion of Rangers Module 1 Course
- (xiii) Successful completion of Dog Control Short Course

**B) *Progression from Step 2 to Step 3***

- (i) Demonstrated consistency in competencies detailed in section 'A' above
- (ii) Demonstrated experience & success as Council witness in court proceedings
- (iii) To perform all duties as instructed by supervisors/management
- (iv) Appropriate & considered on the spot decisions
- (v) Productive network established with local police
- (vi) Ability to meet performance targets
- (vii) Successful completion of Rangers Module 2 Course
- (viii) Successful completion of Litter Prevention Programme Course & demonstrated regular activity in litter protection
- (ix) Successful completion of Road Load Limit Course & demonstrated regular activity in Local Road Load Limit compliance
- (x) Demonstrated regular surveillance of development sites & related compliance activity

## Schedule 'C'

### Ranger - Parking Enforcement/Compliance

#### Salary Rates

The range of pay on Council's salary system is ATT Band 2, Level 2 - Point 1 to 3 (i.e. A2/1A to A2/3A).

This rate will attract a 9% loading. The loading is provided to compensate for weekend work, seven day week and the range of hours consistent with the requirements specified in clauses 8, 9, 10, 11 & 12.

The loaded rate will be the base rate applicable for all purposes of the Award as well as for superannuation legislation purposes.

Any pay increases provided for in the Award will be applied to the relevant salary point in Council's Salary System. The 9% loading will then be added. The Award increase will not apply to the 9% loading.

#### Salary Progression

Progression through the salary system will be based on competencies and satisfactory performance after twelve (12) months or as agreed between the employee and Council, in line with Council's performance management system. Both Parties are committed to improved skills levels, removing impediments to multi-skilling and broadening the range of tasks the employee may be asked to perform.

#### **SALARY: Ranger - Parking Enforcement/Compliance (before the 9% Agreement loading)**

<b>1 ENTRY A2/1A</b>	<b>\$953.80</b>
<b>STEP 2 A2/2A</b>	<b>\$977.30</b>
<b>STEP 3 A2/3A</b>	<b>\$1,001.30</b>

#### **A) Progression from Entry to Step 2**

- (i) Not less than 12 months demonstrated experience as a Ranger (Parking Enforcement)
- (ii) Computer skills to log and complete all relevant tasks
- (iii) Demonstrated working knowledge of relevant legislation
- (iv) To actively promote a positive image of Council
- (v) To undertake all duties with equity and fairness
- (vi) To work to improve Council's compliance processes
- (vii) To issue on the spot Penalty Notices
- (viii) Establish & maintain teamwork skills
- (ix) Successful completion of a Council recognised conflict resolution (verbal judo course)

- (x) Successful completion of State Debt Recovery Office (SDRO) Online training Course
- (xi) Ability to meet performance targets
- (xii) Proactive generation of Customer Service Requests (CSRs) regarding faded and/or damaged traffic control signage
- (xiii) Successful completion of Rangers Module 1 Course
- (xiv) Successful completion of Dog Control Short Course

**(B) Progression from Step 2 to Step 3**

- (i) Demonstrated consistency in competencies detailed in section 'A' above
- (ii) Demonstrated experience & success as Council witness in court proceedings
- (iii) To perform all duties as instructed by supervisors/management
- (iv) Appropriate & considered on the spot decisions
- (v) Productive network established with local police
- (vi) Ability to meet performance targets
- (vii) Successful completion of Rangers Module 2 Course
- (viii) Successful completion of Litter Prevention Programme Course & demonstrated regular activity in litter protection

## Schedule D

### Ranger – Parking Enforcement

#### Salary Rates

The range of pay on Council's salary system is ATT Band 2, Level 1 - Point 5 to 7 (i.e. A1/5A to A1/7A).

This rate will attract a 9% loading. The loading is provided to compensate for weekend work, seven day week and the range of hours consistent with the requirements specified in clauses 8, 9, 10, 11 & 12.

The loaded rate will be the base rate applicable for all purposes of the Award as well as for superannuation legislation purposes.

Any pay increases provided for in the Award will be applied to the relevant salary point in Council's Salary System. The 9% loading will then be added. The Award increase will not apply to the 9% loading.

#### Salary Progression

Progression through the salary system will be based on competencies and satisfactory performance after twelve (12) months or as agreed between the employee and Council, in line with Council's performance management system. Both Parties are committed to improved skills levels, removing impediments to multi-skilling and broadening the range of tasks the employee may be asked to perform.

#### **SALARY: Ranger - Parking Enforcement (before the 9% Agreement loading)**

<b>1 ENTRY A1/5A</b>	<b>\$916.50</b>
<b>STEP 2 A1/6A</b>	<b>\$939.10</b>
<b>STEP 3 A1/7A</b>	<b>\$962.10</b>

#### **A) Progression from Entry to Step 2**

- (i) Not less than 12 months demonstrated experience as a Ranger (Parking Enforcement)
- (ii) Computer skills to log and complete all relevant tasks
- (iii) Demonstrated working knowledge of relevant legislation
- (iv) To actively promote a positive image of Council
- (v) To undertake all duties with equity and fairness
- (vi) To work to improve Council's compliance processes
- (vii) To issue on the spot Penalty Notices
- (viii) Establish & maintain teamwork skills
- (ix) Successful completion of a Council recognised conflict resolution (verbal judo course)

- (x) Successful completion of State Debt Recovery Office (SDRO) Online training Course
- (xi) Ability to meet performance targets
- (xii) Proactive generation of Customer Service Requests (CSRs) regarding faded and/or damaged traffic control signage

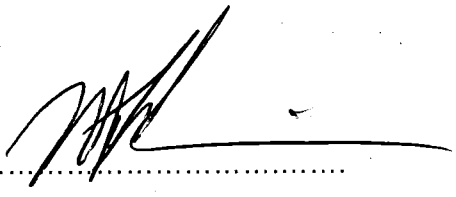
**(B) *Progression from Step 2 to Step 3***

- (i) Demonstrated consistency in competencies detailed in section 'A' above
- (ii) Demonstrated experience & success as Council witness in court proceedings
- (iii) To perform all duties as instructed by supervisors/management
- (iv) Appropriate & considered on the spot decisions
- (v) Productive network established with local police
- (vi) Ability to meet performance targets



# Willoughby City Council

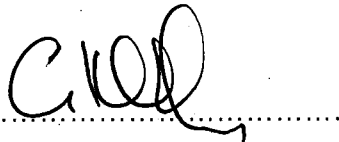
SIGNED on behalf of )  
WILLOUGHBY CITY COUNCIL )  
in the presence of )  
)



General Manager

*C. A. Davis*  
.....  
Witness

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



General Secretary

*A. W. [Signature]*  
.....  
Witness

ON THE 26<sup>th</sup> DAY OF September 2012