

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA15/2

**TITLE:** Manly Council Rangers Enterprise Agreement 2014-2017

**I.R.C. NO:** IRC15/37

**DATE APPROVED/COMMENCEMENT:** 12 February 2015 / 12 February 2015

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/304.

**GAZETTAL REFERENCE:** 27 Mar 2015

**DATE TERMINATED:**

**NUMBER OF PAGES:** 21

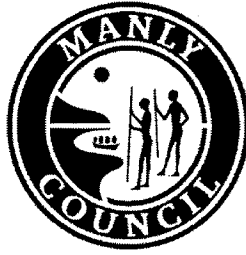
**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all Rangers employed by Manly Council, located at 1 Belgrave Street, Manly, who fall within the coverage of the Local Government (State) Award 2014.

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

IRC 15/37

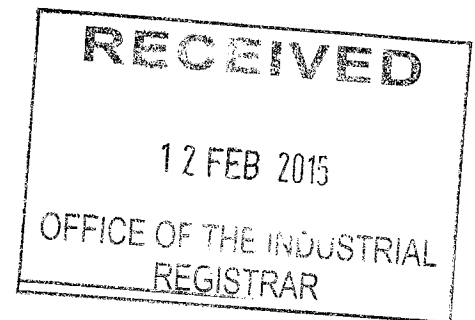
*Amended Version*  
*12 Feb 2015*



Manly Council

Rangers Enterprise Agreement

2014 – 2017



## **Memorandum of understanding**

**Between**

### **MANLY Council and the Ranger Staff of MANLY Council**

This document has been developed as a basis of understanding between Management and Manly Council Rangers to facilitate the movement toward a work place agreement.

#### Background:

For a number of years Manly Council Rangers have participated in a work place agreement encompassing the issues of:

- Improvements to the service, based on an extended hours of coverage.
- An ability to develop a better life-style balance through the development of a new roster (reducing the numbers of weekends worked).
- Annualisation of salaries to better provide parity of pay with surrounding Councils.

#### **IT IS HEREBY AGREED**

That the following workplace arrangements be implemented;

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## **Part 1**

### **1.1 TITLE**

This document shall be known as the Manly Council Rangers Agreement 2014-2017 ("the Agreement")

### **1.2 ARRANGEMENT**

### **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.

#### Participation:

- 1.3.1 All Rangers employed by Manly Council within the Landuse & Sustainability Division.

### **1.4 LIFE OF THE AGREEMENT**

The agreement will commence on the date of ratification by the Parties and continue for a three (3) 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 as varied from time to time. 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 inconsistent with the Local Government (State) Award, the Agreement shall prevail.
- 1.6.4 Should the Agreement be silent, 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 and reasonably and with 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 also 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 achieve the provisions of 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.

**Note:** 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, ie: 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 6-month probationary period and their continuing engagement will be confirmed or otherwise at the end of the 6-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 Full-time is defined as an employee who works 304 ordinary hours averaged over a 8-week cycle.
- 3.2.2 The maximum daily shift is 10 ordinary hours (inclusive of an unpaid 30 minute meal break).

## **PART 4 TERMINATION AND WORKPLACE CHANGE AND REDUNDANCY**

### **4.1 TERMINATION**

- 4.1.1 For serious offences where Council alleges the action of an employee is sufficient to seek the termination of that employee e.g. theft, severe discrimination or harassment, victimisation, physical or verbal threats of 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 proven and confirmed the Council may proceed with summary dismissal without notice.
- 4.1.2 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.
- 4.1.3 The employer and an employee may agree to a shorter period of notice for the purpose of this sub clause, in special circumstances.
- 4.1.4 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:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Less than 2 years	At least 2 weeks
2 years and above	At least 3 weeks
3 years and above	At least 4 weeks
5 years and above	At least 5 weeks

- 4.1.5 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 employee establishment (10 in total) covered by this Agreement is:
- Senior Ranger (s) 2 employees
  - Ranger (s) Step 1 to Step 4, 8 employees

### **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. Higher duty relief shall only be paid for periods of full shift(s) or greater. 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, subject to 5.2.4.
- 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 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.

*A Competency Assessment statement will be developed in consultation with the Ranger within 6 months of the commencement of this Agreement.*

### **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 motor cycle allocation, provided it is within the employees skills and that they are suitably licenced.
- 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. 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 (Senior Rangers only) - This allowance will paid on a daily basis to Senior Rangers /Rangers as worked in accordance with the On-Call roster. This formalises the arrangement in that a Ranger will be available, via rotation, 24 hours per day/ 7 days per week.

## 5.5 WAGE RATES

### RANGERS RATES OF PAY FOR 2014 – 2017 AGREEMENT

Ranger	Grade	Base Rate weekly	Loading 24.5%	Weekly Salary	Annual Salary
Ranger Policy	G10	\$1,024.75	\$251.06	\$1,275.81	\$66,342.32
Ranger Step 1	G10	\$1,050.35	\$257.34	\$1,307.69	\$67,999.66
Ranger Step 2	G10	\$1,075.95	\$263.61	\$1,339.56	\$69,657.00
Ranger Step 3	G10	\$1,101.55	\$269.88	\$1,371.43	\$71,314.35
Ranger Step 4	G10	\$1,127.20	\$276.16	\$1,403.36	\$72,974.93
Senior Ranger	Grade	Base Rate weekly	Loading 24.5%	Weekly Salary	Annual Salary
Senior Ranger Policy	G12	\$1,156.60	\$283.37	\$1,439.97	\$74,878.28
Senior Ranger Step 1	G12	\$1,185.50	\$290.45	\$1,475.95	\$76,749.27
Senior Ranger Step 2	G12	\$1,214.40	\$297.53	\$1,511.93	\$78,620.26
Senior Ranger Step 3	G12	\$1,243.30	\$304.61	\$1,547.91	\$80,491.24
Senior Ranger Step 4	G12	\$1,272.25	\$311.70	\$1,583.95	\$82,365.47

\*\*Loading consists of weekend penalties and payment for public holidays

Assumptions for the percentage loading is based on:

26 Saturdays worked	19.50%
26 Sundays worked	
Public holidays worked during year less <i>and</i>	5.00%
5 days in lieu of Public Holidays worked by staff as TOIL	
9.5 hour days	
5 weeks annual leave	
7 day rotating roster	

## **PART 6 DISCIPLINARY PROCEDURES**

- 6.1 Shall be in accordance with the provisions of the Local Government (State) Award 2014.

## **PART 7 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK, AND ON CALL, AND CALLBACK**

### **7.1 HOUR OF WORK – SPREAD OF ORDINARY HOURS**

#### **7.1.1 Spread of hours:**

The roster will have two (2) shifts per day with the following spread of hours-

Monday to Friday - A shift from 7am – 5pm and B shift 9am – 7pm  
Weekends - A shift from 7am – 5pm and B shift 9am – 7pm  
Public Holidays - A shift from 7am – 5pm and B shift 9am – 7pm

Note:- the B shift in the winter months (1 June – 31 August) will commence at 8:00am and finish at 6:00pm on weekends and public holidays only.

- 7.1.1A Once a month the B shift will be required to work to 9:00pm to monitor residential parking zones that cease at 10:00pm. The residential zones will be monitored on a Monday and Thursday night in alternate months. Rangers rostered on these days will commence their shift at 11:00am and finish at 9:00pm.
- 7.1.1B The Councillors mail will be delivered every Thursday night by the staff working on the B shift. Staff are required to remain on call from 7:00pm should the mail not be ready before the end of their shift. If mail is delivered after 7:00pm, Rangers are to commence later the following days shift for the same amount of hours worked the night before after 7:00pm. There is no overtime to be paid for hours worked past 7:00pm.
- 7.1.1C On occasion Rangers assistance may be required on a Council meeting night or function night. If Rangers assistance is required past 7:00pm then Rangers on the B shift must be available to provide assistance after 7:00pm provided that they have been advised by no later than 5:00pm on the same day. Rangers who are required to work after 7:00pm shall commence later the following days shift for the same amount of hours worked the night before after 7:00pm. There is no overtime to be paid for hours worked past 7:00pm.
- 7.1.1D Should there be a requirement for Rangers to investigate requests / complaints early mornings i.e. before 7:00am, the A shift Rangers are to accommodate the request to commence duties as required and their shift will end 9.5 hours from the start time. No overtime will be paid for hours worked before 7:00am.



- 7.1.2 The ordinary rate shall be annualised and inclusive of loadings for weekend and Public Holiday (excluding four days granted as Time off in Lieu) work in accordance with the roster. Overtime rates however apply for work undertaken on Christmas Day.
- 7.1.3 Commencing and or finishing times and payment for the spread of hours provided for in sub clause 7.2.1 and 7.2.2 may be altered by agreement between the parties.
- 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 one 30 minute 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, such to the observance of appropriate occupational health and safety standards.
- 7.1.7 Annualisation of Salary:
- That a salary grading system be introduced covering an entry level and four steps for the position of Ranger and an entry level and four steps for the position of Senior Ranger.
  - It is further agreed that following a yearly review and dependant on skills acquired and used, and satisfactory work performance as assessed by the Manager Regulatory Services and the Deputy General Manager, progression to a further step would be discussed in the context of skills, performance and market rates.
  - Normal Award increases would flow onto these rates.
  - The annualised salary would be for all purposes and include compensation for all weekend penalties and six public holiday shifts currently paid with the following exception - Christmas Day, which will be worked on a needs and call out basis attracting the appropriate overtime rate of pay.
  - Staff would have no claim for additional penalties or allowances relating to the Local Government Award.

## **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 following spread of hours-

Monday to Friday - A shift from 7am – 5pm and B shift 9am – 7pm  
Weekends - A shift from 7am – 5pm and B shift 9am – 7pm  
Public Holidays - A shift from 7am – 5pm and B shift 9am – 7pm

Note:- the B shift in the winter months (1 June – 31 August) will commence at 8:00am and finish at 6:00pm on weekends and public holidays only.

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 to 7:00pm 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.

7.2.5 The change of a shift to an A shift is not permitted without the prior approval of Management. If a person is required to finish or start earlier than a leave request must be submitted for the hours required to be taken.

## **7.3 OVERTIME**

- 7.3.1 Overtime shall only be worked by direction and duly authorised by Management 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. Rangers required to attend Court on Rostered days off shall be offered either paid overtime in accordance with the award or time in lieu.
- 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 excess 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 at overtime rates 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 ON CALL / CALL BACK**

- 7.5.1 On-Call and Call Back shall be as per the provision of the Local Government (State) Award 2014.
- 7.5.2 On-call Allowance will be claimed on a daily basis by employees nominated in accordance with the on-call roster. Only one claim per day can be made from within the Ranger Team. The quantum shall be in accordance with the current Award provisions.

## **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. A roster change shall be undertaken without prior notice should an employee be required to work greater than six (6) public holidays within any calendar year (Christmas Day not included).
- 8.1.2 Union Picnic Day shall for the purposes of this agreement be regarded as a holiday for current financial members of the Union at the time of the picnic day. Current financial members of the union will be paid at Public Holiday rates or granted one (1) day time in lieu should the Picnic day fall on a roster day off.
- 8.1.3 The Union will provide Council with a list of financial members at least 14 days prior to the Union Picnic Day.

### **8.2 LEAVE**

- 8.2.1 All types of leave - accruals shall be in accordance with provisions of the Local Government (State) Award.
- a) The quantum of leave provision will be in accordance with the award – 190 hours (5 weeks).
  - b) For clarification purposes, all leave will be recorded and debited on the basis of actual hours taken. (normal day consists of 9.5 hours).
  - c) Annual Leave of absence consisting of 190 hours 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.
  - d) On the commencement of the Agreement, 47.5 hours Time off in Lieu (TIL) will be granted for five (5) Public Holidays not included in the Rates of Pay annualised for employee public holidays (worked).
  - e) A leave request must be submitted in writing at least two weeks prior to requesting leave. Please note that all leave requests are at the discretion of management.

## **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 Work Health and Safety Act 2011.
- 9.1.2 The employer shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the Work Health and Safety Act 2011 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 Rangers must wear the issued 'Safety Vest' at all times.
- 9.2.4 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 drugs or alcohol may be dismissed.

9.3.3 An employee found to be under the influence of alcohol or drugs may be dismissed in accordance with the provisions of Clause 4.1 of this agreement.

***SIGNATORIES***

Dated this ..... Day of ..... 2010

**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**

