

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA16/2

TITLE: AlburyCity Rangers' Enterprise Agreement 2015

CASE NO: 2016/00049568

DATE APPROVED/COMMENCEMENT: 4 March 2016 / 4 March 2016

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: Friday 15 April 2016, (379 I.G. 536)

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement shall cover all employees who are engaged in the position of Senior Ranger or Ranger and who work as part of the five (5) person, seven (7) day a week rotating roster system at AlburyCity Council located at 553 Kiewa Street, Albury NSW 2640..

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

AlburyCity Rangers' Enterprise Agreement 2015.

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DEFINITIONS

Agreement	AlburyCity Rangers' Agreement 2015
Award	<i>Local Government (State) Award 2014 or any successor Award</i>
Council	AlburyCity
Commission	The Industrial Relations Commission of New South Wales
Weekend	Saturday or Sunday or both Saturday and Sunday together
Key Public Holidays	Good Friday and Christmas Day

PART A – SCOPE OF THE AGREEMENT

AGREEMENT TITLE

1. This Agreement is to be referred to as the AlburyCity Rangers' Agreement 2015.

PARTIES BOUND BY THE AGREEMENT

2. The parties to this Agreement are:
 - A. AlburyCity (Council), and
 - B. New South Wales Government, Clerical, Administration, Energy, Airlines and Utilities Union (USU).

COVERAGE AND OPERATION OF THE AGREEMENT

3. This Agreement shall cover employees who are engaged in the position of Senior Ranger or Ranger and who work as part of the five (5) person, seven (7) day a week rotating roster system.
4. This Agreement provides arrangements for the following:
 - A. Hours of work;
 - B. Rates and inclusions within the annualised salary;
 - C. On-call arrangements; and
 - D. Roster Alterations on Public Holidays.

COMMENCEMENT DATE

5. This Agreement will commence to operate from the first full pay period on or after it is approved by the Commission (the commencement date).

NOMINAL EXPIRY DATE

6. This Agreement shall have a nominal term of three (3) years. This Agreement shall remain in force until terminated in accordance with the *Industrial Relations Act 1996* (NSW).
7. This Agreement may be terminated at any time subject to the approval of both parties. Termination shall not be effective until written notification of such approval is provided to the Industrial Registrar in accordance with the *Industrial Relations Act 1996* (NSW).
8. The parties agree to commence renegotiation of this Agreement no later than six (6) months prior to the nominal expiry date.

RELATIONSHIP TO THE AWARD

9. Where there is an inconsistency between this Agreement, the Award, Council policies or a contract of employment then the provisions of this Agreement will prevail over any other document to the extent of any inconsistency.

ANTI-DISCRIMINATION

10. The parties agree to be bound by the obligations outlined in clause 3 ('Anti-Discrimination') of the Award.

AGREEMENT NOT ENTERED INTO UNDER DURESS

11. This Agreement was not entered into under duress or coercion by the parties to the Agreement.

PART B – OPERATIVE PROVISIONS

ALL PREVIOUS ARRANGEMENTS REPLACED

12. All previous arrangements for the subject matter listed in clause 4 of this Agreement, dealt with under an Award, Agreement, Council Policy or contract of employment, are rescinded and replaced by the terms of this Agreement.

HOURS OF WORK

13. Ordinary Hours shall be arranged in accordance with APPENDIX A. Each employee will work twenty two (22) shifts over a five (5) week cycle comprising one hundred and ninety (190) hours and thirteen (13) days off.
14. Employees will be given a roster which specifies their starting and finishing times of work and the days on which they are rostered to work. All duties will be undertaken within the AlburyCity Local Government Area unless otherwise directed.
15. The roster may be changed at any time to meet operational requirements.

Rates of pay and inclusions under the annualised salary

16. The ordinary rate of pay shall be based on the employee's relevant position Grade and Step in accordance with Council's Salary System. Each employee shall receive an annualised salary which has regard to the attached roster arrangement (Appendix A) and the conditions of this Agreement.

18. The annualised salary over 52 weeks shall provide for:

- A. 156 x Monday to Friday 9 hour day shifts;
- B. 10.4 x Monday to Friday 8 hour day shifts;
- C. 41.6 x Monday to Friday 7.5 hour day shifts;
- D. 10.4 x Saturday 9 hour day shifts;
- E. 10.4 x Sunday 8 hour day shifts;
- F. 10.4 x On Call Allowances (weekly rate);
- G. 3 hours at time and a half; 3 hours at double time; and the hourly L1 Adverse Working Conditions Allowance, to account for any actual time worked whilst on-call;
- H. L1 Adverse Working Conditions Allowance (weekly rate);
- I. 4.5 hours (half a day) ordinary time payment for each Public Holiday to account for the occasions (if any) that an employee is required to be on-call on a Public Holiday.
- J. Payment at ordinary time rates for eight (8) Public Holidays is included in the annualised salary as well as payment in lieu of 8 Public Holidays at time and a half. No additional amount will be paid for the hours actually worked on a Public Holiday in accordance with the roster.
- K. The parties acknowledge that the make-up of the annualised salary may vary during the term of the Agreement where changes are made to the roster in accordance with Clause 14.
- L. Payment in lieu of one (1) week of annual leave.

19. Payment of any pre-arranged or planned overtime will be in accordance with the Award, at the annualised hourly rate. Payment for these hours will be in accordance with the details recorded on timesheets.

On-Call

- 20. Employees covered by this Agreement will be required to participate in an on-call roster for no more than one (1) week (i.e. seven (7) days) in each five (5) week cycle.
- 21. An on-call employee must commence their response to an incident within ten (10) minutes of receiving the call and attend at the location no later than an hour after receiving the call.
- 22. On-call employees will only be required to respond to calls for specified incidents listed in Appendix B of this Agreement.
- 23. An on-call employee may, in exceptional circumstances, at the discretion of the Team Leader Compliance, be granted a break (without loss of pay) prior to being required to attend work on the day following an on-call incident.

Time off at short notice

- 24. Employees needing to take time off at short notice (other than in the case of sick leave) shall arrange to swap equivalent shifts with another employee on the roster. Any changes to the roster for operational, leave or other reasons require the endorsement of the Team Leader Compliance.

Roster flexibility

- 25. There shall be general acceptance that employees covered by this Agreement will cooperate with management in altering start and finish times of shifts to cover the span of compliance operations in cases of employee absence. Alterations may be implemented by management in cases of planned and unplanned absence particularly when these occur at short notice.

Resource allocation on Key Public Holidays

- 26. On Public Holidays, there may be fluctuations in operational requirements and demand for services. Staff, through their supervisor, may request an adjustment to operations and resource allocation on these days.
- 27. Any other requests to change the roster, particularly in relation to Public Holidays must be for bona fide reasons and must be endorsed by the Team Leader.

GRIEVANCE AND DISPUTE RESOLUTION

- 28. The parties agree to be bound by the obligations outlined in clause 35 of the 2014 Award or as amended or superseded.

PART C- SIGNATORIES TO THE AGREEMENT

Signed on behalf of AlburyCity

Frank Zaknich
General Manager
AlburyCity

Witness

Date:

Signed on behalf of the United Services Union

Graeme Kelly
General Secretary
United Services Union

Date:

Witness

Date:

APPENDIX A

13/09/2015

5 Person Compliance Officer Roster

Weekly Hours	Saturday							Sunday							Monday							Tuesday							Wednesday							Thursday							Friday							Weekly Days Off																																																																																											
	730	830	930	1130	1330	1530	1730	1930	1830	1730	1630	1530	1430	1330	1230	1130	1030	930	830	730	630	530	430	330	230	130	30	1930	1830	1730	1630	1530	1430	1330	1230	1130	1030	930	830	730	630	530	430	330	230	130	30	1930	1830		1730	1630	1530	1430	1330	1230	1130	1030	930	830	730	630	530	430	330	230	130	30																																																																									
2	[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							45	2																																																																																										
3	[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							27	4																																																																												
4	[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							45	2																																																																					
5	[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							35	3																																																														
6	[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							[Hatched]							38	2																																																							
Total																																																																																																																																												190	13

13 days off over 5 weeks
 5.2 days per fortnight
 1/2 hour meal break in all weekday shifts. On weekends a paid meal break applies

1 X 4 Day break, 2 X 3 day breaks, 1 X 2 day break and 1 X 1 day break
 Maximum 7 shifts worked consecutively
 No specialist back up required

Weekday Span 7.30 a.m. to 7.30 p.m.

[Hatched] Denotes day off and x = number of consecutive days.

Shifts per 5 weeks	Hours per Day	Cycle Totals	Annual Shift Totals(hours)	Annual Shifts
Weekdays	15	135	1404	156
Weekdays	1	8	83.2	10.4
Weekdays	4	30	312	41.6
Saturday	1	9	83.9	10.4
Sunday	1	8	83.2	10.4
22		190	228.8	28

APPENDIX B

This appendix outlines conditions and arrangements with the After Hours Call Centre in engaging a Ranger to provide a regulatory function or service when the Ranger is either on the Weekend Roster or On Call 7:30 pm to 7:30 am weekdays.

Weekend Roster and On-Call Service (7:30 pm to 7:30 am weekdays)

Rangers will provide an appropriate response to:

- Reports of animal attack/bite (respond and investigate);
- Reports of stock/animals at large on public roadways that pose a public health or safety risk;
- Reports of critical situations where animals cannot be appropriately contained and pose a public health or safety risk;
- Reports of significant environmental contamination/pollution arising from a spill into a waterway and/or on land, or from the illegal disposal of waste (e.g. chemicals, etc.); and
- Any exceptional situation that relates to a public health or safety risk (noting that there is the option to contact the Senior Ranger or Team Leader for advice).

Weekend Roster

In addition to the above, Rangers on the Weekend Roster will:

- Collect contained dogs from residents and/or Vets between 8:30 am to 4:00 pm Saturdays and Sundays; and
- Use discretion in responding to reports of dead stock/animals on public property or roadways taking into account priorities and resources available, and consider where appropriate the option to defer a response to Streets and Drains or to respond to the report on the next business day.

After Hours Call Centre

AlburyCity will ensure that the After Hours Call Centre is directed to comply with the following arrangements:

- Record the relevant details of any contained dog, advise the customer that arrangements will be made for contact and collection the next business day, and then forward the information to Council's Customer Service Centre.
- Only establish direct contact with an on-call Ranger when:
 - A member of the public reports an alleged threatening or attacking dog incident or where stock animals have been reported loose on public land or roadways and pose a public health or safety risk; or
 - Where an emergency situation represents a clear and present risk to public health and safety; or

- Relates to environmental pollution and/or contamination of waterways or land.
- Do not contact the on-call Ranger when:
 - A member of the public calls regarding their car being locked in shopping centre and other car parks. The customer is to be advised that the security firm patrolling the car park is to be contacted, or to wait until the car park opens the next day. The exception to this arrangement relates to the Volt Lane Car Park where Albury City Council's security is to be contacted;
 - Any report of a non-toxic spill or leakage on public land or a road. AlburyCity's Streets and Drains Crew should be contacted.
 - Any other customer enquire/request/report unless it is an exceptional situation that relates to a public health or safety risk.
- Not provide the direct contact details of any Ranger to any resident or member of the public.
- Maintain accurate records of all calls to AlburyCity's After Hours Call Centre and provide them to Council's Customer Service Team leader as and when required.

