

ENTERPRISE AGREEMENT

NO: E.A. 53 /1992

DATE REGISTERED: 24-12-92

PRICE: \$ 28-00

## **ENTERPRISE AGREEMENT - PARKING PATROL OFFICERS**

### **1. PARTIES TO THE AGREEMENT**

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act (1991), in accordance with the provisions of Chapter 2, Part 3, Division 2, of the said Act, entered into on *24 December, 1992* between the Commissioner of Police of 14-24 College Street, Darlinghurst of the one part and the Public Service Association of New South Wales representing Parking Patrol Officers employed by the Police Service at various locations throughout New South Wales otherwise covered by the Parking Patrol Officers, Police Department Agreement No. 2337 of 1981 of the other part. Now it is hereby agreed by the parties as follows:

### **2. TITLE OF AGREEMENT**

This agreement shall be known as the Police Service of New South Wales Parking Patrol Officers Enterprise Agreement.

## **PART 1 - PURPOSE OF THE AGREEMENT**

### **3. INTENTION**

3.1 The purpose of this agreement is to regulate partially the terms and conditions of employment previously regulated by the Parking Patrol Officers, Police Department Agreement No. 2337 of 1981, in particular Clauses 2 (Salaries), 3 (Adjustment of Salaries), 8 and 11 (Ordinary Hours of Duty).

3.2 The agreement has been developed through a voluntary process of consultation and participation with all parties and reflects the ongoing commitment of the Police Service of New South Wales and its employees to the delivery of quality parking patrol services and the creation of a rewarding and fulfilling working environment.

The establishment of a rank structure provides officers with a sound career path and significant promotional prospects as well as providing the Police Service with the opportunity to better utilise its police resources who have been responsible for the supervision, administration and general management of Parking Patrol Officers. This not only provides a benefit to the Police Service and Parking Patrol Officers but also to the community generally.

The success of the rank structure and this Agreement requires a genuine commitment on behalf of the employees of the Police Service engaged in Parking Patrol Services to give full priority throughout the course of their duties to community needs by ensuring the free flow of traffic, equal access to parking opportunities, promoting the concepts of community based policing, providing additional support to neighbourhood watch and other community programs and assistance where possible with the gathering of intelligence and the pursuit of road safety by the issue of appropriate minor vehicle equipment infringement notices.

3.3 It is the intention of the parties to use a co-operative approach in any matter that affects employees and the Police Service of New South Wales jointly. This applies to the formation of policy and procedures and also to any breakdowns in harmonious employee relations.

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

#### 4. INCIDENCE

This agreement shall apply to Parking Patrol Officers employed by the Police Service of New South Wales. Apart from the changes specified by this Agreement all other clauses of Agreement No. 2337 of 1981 and any other existing Determinations or Award conditions will continue to apply.

#### 5. DATE AND PERIOD OF OPERATION

This agreement shall operate from the beginning of the first full pay period to commence on or after the date of registration and shall remain in force for a period of 1 year unless varied or terminated earlier by the provisions of the abovementioned Act.

#### 6. NO FURTHER CLAIMS

It is a condition of this Agreement that the Public Service Association undertakes for the duration of the life of this agreement not to pursue any extra claims award or overaward with respect to Parking Patrol Officers.

### PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

#### 7. NATURE OF EMPLOYMENT

The Police Service for the purposes of this Agreement states its commitment to pursuing the employment of Parking Patrol Officers pursuant to the provisions of the Police Service Act 1990. In this context the Police Service would envisage that a certain number of permanent positions would be provided, with the balance of positions being of a temporary nature on an identified needs basis.

Access to the Public Service would be available to permanent officers as if the officer was an officer of the Public Service after a predetermined period of service as a permanent officer.

However, depending upon the outcomes of possible Treasury or Governmental reviews of the operation of the organisation now known as the Infringement Processing Bureau, the parties recognise that it may become necessary for Parking Patrol Officers to become employees of that organisation. Nevertheless the underlying philosophies of providing a certain number of permanent positions, and the balance of positions being of a temporary nature on an identified needs basis, with access to the Public Service being available to permanent officers after a pre-determined period of service as if the officer was an officer of the Public Service, shall be the underlying philosophy.

Any proposals for change with respect to:

- (i) the number of permanent positions;
- (ii) the number of temporary positions; or
- (iii) the location of positions;

shall be the subject of consultation with the P.P.O.'s Consultative Committee as described by Clause 22 of this Agreement, with the exception of the location of positions and officers within a District.

If, at the end of the specified life of this Agreement both parties are satisfied that the expectations of the other have been met, and the Agreement is reviewed and kept in force, yet the employment of Parking Patrol Officers has remained as Ministerial Employees within the Police Service itself, a proposal to formalise the employment of Parking Patrol Officers under the Police Service Act, 1990, will be developed.

Parking Patrol Officers agree to abide by the Statement of Values contained in the Police Service Act, 1990 at Section 7.

## 8. TRANSFERS

### 8.1 Country

All Country vacancies will be advertised locally, and in the Police Service Weekly. Any Parking Patrol Officer wishing to be considered for an advertised position should submit an application to the Patrol Commander. Should more than one application be received in respect of an advertised vacancy a properly constituted Selection Committee will be formed at the Patrol where selection will be made.

### 8.2 Metropolitan (includes Newcastle and Wollongong Districts)

Parking Patrol Officers wishing to be transferred to locations within the Metropolitan Area should make application to the Commander, Tactical Services Group, Operations Support Directorate. Applications will be recorded in a Transfer Register in priority order of receipt for consideration as vacancies arise.

All applications are to be forwarded through the usual channels on the appropriate form, i.e. those currently in use by Police personnel.

### 8.3 Workload Analysis

The parties agree that the allocation and locations of positions may need to be varied in the interests of the Service and in accordance with overall increases and decreases in the incidence of infringement against the parking and other regulations.

Nevertheless, full consultation shall occur through the P.P.O. Consultative Committee regarding any need to vary the allocation and locations of positions and officers, with the exception of the location of positions and officers within a District.

Parking Patrol Officers may be required to serve anywhere within the State of New South Wales.

### 8.4 Promotional Positions

P.P.O.'s who apply for and are successful in gaining an appointment to a promotional position and are thereby required to vacate their residence in order to take up duty in that position shall be entitled to the benefits of the Crown Employees (Transferred Officers Compensation) Award providing they meet the terms and conditions prescribed therein.

8.5 Any Parking Patrol Officer directed to transfer, and who as a result of such transfer is thereby required to vacate their residence in order to take up duty in the new location shall be entitled to the benefits of the Crown Employees (Transferred Officers Compensation) Award providing they meet the terms and conditions prescribed therein.

## PART 3 - DEFINITIONS, WAGES AND ALLOWANCES

### 9. DEFINITIONS

"*Officer*" means and includes all persons employed by the Police Service of New South Wales who as of the date of registration of this agreement were occupying a position of Parking Patrol Officer or who after that date were appointed to such a position.

"*Commissioner*" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"*Service*" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.

"*Promotional position*" means a position other than a position of Parking Patrol Officer.

"Police Service" means the Police Service of New South Wales.

"Parking Patrol Officer" when used in the appropriate context may refer to all positions of Parking Patrol Officers including promotional positions.

"Association" means the Public Service Association of New South Wales.

10. **RANK STRUCTURE AND WAGES**

For the life of this Agreement an officer shall according to rank held and years of Service, be paid a weekly wage of not less than the following:

**PARKING PATROL OFFICER**

First full pay period  
on or after date of  
Registration.

**C.W.P. \$P.W.**

1st year of service	34	\$425.60
2nd year of service	36	\$433.30
3rd year of service	38	\$440.90
4th year of service thereafter	40	\$449.60

Progression to the 4th year rate shall be dependent upon completion of 12 months satisfactory service at the 3rd year rate of pay and satisfactory conduct. Also providing that in the opinion of the Commissioner of Police, the value of the work performed, the results achieved and the manner in which the duties are performed warrant such payment.

**PARKING PATROL OFFICER, CLASS 1**

**C.W.P. \$P.W.**

1st year of service	44	\$467.00
2nd year of service	46	\$475.30

**SENIOR PARKING PATROL OFFICER**

**C.W.P. \$P.W.**

1st year of service	50	\$492.30
2nd year of service	54	\$510.30

**CO-ORDINATOR, PARKING PATROL OFFICER SERVICES**

**C.W.P. \$P.W.**

1st year of service	60	\$539.40
2nd year of service	64	\$561.10

Following the registration of this Agreement the parties agree to immediately establish a Working Party to make recommendations to the Commissioner of Police to establish the locations and numbers of promotional positions provided under this clause.

Notwithstanding anything to the contrary contained in this Agreement, the final numbers and locations of promotional positions is recognised as a management prerogative of the Commissioner of Police.

11. **PROGRESSION**

Progression through the incremental range is dependent upon completion of 12 months satisfactory conduct and service on each step of the scale.

The positions of Parking Patrol Officer Class 1, Senior Parking Patrol Officer and Co-ordinator, Parking Patrol Officer Services are promotional positions which will be filled by way of open competitive selection. The following procedure stipulates the method by which PPO's will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

**Advertisement Action**

All promotional positions will be advertised in the Police Service Weekly.

The advertisement will provide the criteria by which culling and selection will be determined. The requirements of the positions will be clearly stated and will detail essential and desirable qualifications in line with the Statement of Duties and Accountabilities.

The content of the advertisement will inform applicants of the skills and abilities necessary to perform the duties of the position.

The closing date for applications will be two weeks following the date of publication.

**Selection Committee.**

A selection committee of identical composition to that required for any vacant Administrative Officer position in the Patrol or attachment and including a representative from Traffic Branch, State Command, will be established and will assume responsibility for assessing the comparative merit of each applicant and recommending the candidate with the greatest merit.

Merit is decided by reference to the abilities, qualifications, experience, standard of performance and personal qualities of an applicant relative to the position.

### Convenor

A convenor of the selection committee will be nominated. The role of the convenor will include ensuring that no member of the committee has any bias toward any of the applicants, and that the selection process does not involve any unfair questioning or assessment of applicants.

The convenor will also undertake the administrative work associated with the selection process.

### Culling of Applications.

A cull will be conducted by the Committee based on the content of the advertisement and the Statement of Duties and Accountabilities.

The purpose of the cull is to exclude applicants who on the basis of the application do not demonstrate that they satisfy the essential requirements of the advertisement or who show evidence that their qualifications and experience are not as competitive as other applicants.

### Notice of Interview

Applicants will be given 3 clear working days notice of interview. Interviews should be held within 10 working days of the closing date of applications.

### Selection Committee Report

The Selection Committee will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

### Approving Officer

The Director, Personnel will be the Approving Officer. Notification of successful applicants to promotional positions shall be published at the earliest possible opportunity in the Police Service Weekly.

### Services Check

A check of the conduct and services of the recommended officer will be made with his/her supervising officer.

## 12. HIGHER DUTIES ALLOWANCES

Parking Patrol Officers who provide relief in positions which attract a higher rate of pay will receive payment of an allowance in compensation for the period of relief provided, subject to the following conditions:

- i) the relieving officer performs all of the duties and assumes all of the responsibilities of the higher position.



- ii) the period of relief is not less than 5 consecutive working days in duration.
- iii) where an officer performing higher duties is required to work overtime, payment will be made at the higher rate.
- iv) the supervising officer will be responsible for substantiating that payment of the allowance is justified.
- v) There shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

13. FUTURE ADJUSTMENTS

Salary increases available under State Wage Case Decisions, which provide for a general adjustment of wages, will be paid to Officers covered by this agreement upon satisfaction of the terms of such decisions. The parties agree to expedite consultation in order to meet the requirements of the Wage Fixation Principles relative to those general adjustments.

14. REVIEW OF AGREEMENT

The parties recognise that it is in the public interest and the overall best interests of individual communities for parking patrol officers to be diligent and impartial in the performance of their duties.

The overall diligence of parking patrol officers affects: the free flow of traffic; access of the community to available parking opportunities; provision of on-street support to neighbourhood watch and other community programmes; the provision of available intelligence; contributions to road safety by the detection of vehicle equipment violations; participation in necessary transfers brought about by increases or decreases in the incidence of infringement against the parking and other regulations, within the Patrol, District or attachment.

If therefore at the end of the specified life of this Agreement the parties are satisfied that the expectations of the other have been met, such clauses of this Agreement as the parties may agree shall be subject to review and change as agreed between the parties.

The parties recognise that any such change would again require registration by the Industrial Registrar.

PART 4 - HOURS OF WORK

15. HOURS

15.1 Current Arrangement

Officers shall continue to work under the existing 38 hour week arrangement subject to the operational requirements of respective Patrols or attachments.

15.2 Flexible Rostering

Notwithstanding paragraph 15.1 above, in any Patrol or attachment where a two-thirds majority of the P.P.O's employed agree, and the attachment or Patrol Commander and the District Commander agree, a 6 months trial of a flexible roster proposal may be implemented. The conditions for any such trial shall be as agreed between the parties, but shall to the greatest extent possible, reflect the terms and conditions of flexible rostering trials as applies to non-commissioned police officers.

16. PART-TIME EMPLOYMENT

16.1 The parties agree that Parking Patrol Officers may be employed on a part-time basis for no more than 32 hours per week and on no more than four (4) days in any week.

The minimum period of part-time work shall be on two (2) days per fortnight for a minimum of ten (10) hours per fortnight.

16.2 Shift times for part-time employees and the days on which such shifts shall be worked will be set and regular.

16.3 Notwithstanding the provisions of sub-clause 16.2 of this clause, the times and days on which part-time employees shall work their hours and shifts may be altered with the giving of one (1) weeks notice to facilitate the attendance of Parking Patrol Officers at recreation or sporting events or for such other reasons as may be valid and proper. Shifts shall not be altered to avoid the payment of penalties applying under this Agreement or Agreement 2337 of 1981.

16.4 Overtime for part-time employees. In the unusual event that overtime is to be worked by a part-time employee, the overtime rates prescribed in Agreement No 2337 of 1981 shall apply.

Overtime shall only apply to those hours worked in excess of the daily rostered hours but shall only apply in any event after 8 hours has been worked on any one day. For work on days other than the days on which the part-time employee was rostered to work their usual hours, the standard hourly rate shall apply to all hours up to 8 per day, after which time overtime rates shall apply. Overtime rates shall also apply for all hours worked in excess of 38 in any rostered week.

16.5 Leave entitlements for Part-time employees shall be calculated on a pro-rata basis.

16.6 The hourly rate for Part-time Parking Patrol Officers shall be calculated on the following basis:

Weekly Rate

- 16.7 The employment of existing full-time Parking Patrol Officers will not be prejudiced by the employment of any part-time Parking Patrol Officers.
- 16.8 Part-time Parking Patrol Officers are remunerated on the basis of a 38 hour per week divisor and thus will not accrue time towards the provision of a rostered day off in every 20 working day cycle in accordance with the 38 hour week agreement applying to full-time Parking Patrol Officers.
- 16.9 The parties agree to continue discussions regarding the feasibility of implementing a mechanism to facilitate full-time P.P.O's having access to part-time work and or Part-time Maternity Leave.

#### PART 5 - PUBLIC HOLIDAYS, LEAVE

#### 17. LEAVE

The Uniform Leave Conditions for Ministerial Employees shall continue to apply.

#### PART 6 - SKILL DEVELOPMENT AND TRAINING

#### 18. TRAINING AND DEVELOPMENT

The Police Service will provide a comprehensive training program for P.P.O.'s generally and for those occupying promotional positions.

All officers will be actively encouraged to participate in other staff development courses to improve their own development and individual competencies.

In recognition of the added investment in in-service training for officers to be provided by the Police Service, the parties agree that travelling time for officers attached to metropolitan area patrols shall not apply for the purpose of attending in-service courses at metropolitan area venues. Metropolitan shall have the meaning ascribed by the Crown Employees (Transferred Officers Compensation) Award.

Participation in On-the-job training of recently inducted officers will be a responsibility of each individual officer, who has been employed for 12 months or more. Accordingly, training courses conducted will have regard for the training responsibilities of officers in this respect.

#### 19. INTRODUCTION OF NEW TECHNOLOGY

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of Parking Patrol Officers.

20. INTRODUCTION OF CHANGE

The parties agree to co-operate fully through the P.P.O Consultative Committee in the implementation and/or trialling of change in respect of the employment or organisation of Parking Patrol Officers with the objective of ensuring the most efficient, effective and productive use of resources.

PART 7 - POLICY AND PROCEDURE

21. DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE

The resolution of or settlement of disputes and/or individual grievances of employees arising throughout the life of this agreement shall be dealt with in the manner prescribed hereunder:

- i) where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- ii) failing resolution of the issue further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee/s and at their request the local Public Service Association delegate or workplace representative and the Patrol Commander.
- iii) if the dispute/grievance remains unresolved the employee/s, local delegate or workplace representative or Patrol Commander may refer the matter to the Regional Office for discussion between Regional Officers and the Public Service Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- iv) if the dispute is not resolved at that stage the matter is to be referred to the Industrial Relations Directorate of the Police Service who will assume responsibility for liaising with Senior Executive Members of the Service and the Public Service Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.

The matter will only be referred to the Industrial Commission if:-

- (a) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or

- (b) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Directorate, or other agreed time frame.

At no stage during a dispute that specifically relates to this Agreement may any stoppage of work occur or any form of ban or limitation be imposed.

In cases where a dispute is premised on an issue of safety, consultation between the P.S.A. and the Industrial Relations Directorate should be expedited. The status quo shall remain until such matter is resolved.

The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

## 22. P.P.O. CONSULTATIVE COMMITTEE

It is intended for the purpose of this Agreement to establish a forum within which matters concerning the formation of policy and procedures may be addressed.

The parties agree that members of the Committee should include a representative from Traffic Branch, State Command; the Personnel Directorate; the Industrial Relations Directorate, a representative of the PSA and up to two local delegates.

This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

## 23. UNIFORM

The parties agree to work towards the development of a new uniform for PPO's which will include recognition for promotional positions. The timing of implementation and development of the new uniform will be consistent with the availability of funds.

### 23.1 Uniform allocation

The parties agree to work towards the establishment of a uniform allocation formula.

### 23.2 Plain Clothes Allowance

The parties agree to hold further discussions regarding the establishment of a plain clothes allowance for officers required to work in plain clothes as a result of unavailability of uniform or pregnancy.


24. **DISCIPLINARY GUIDELINES**

The parties agree to continue discussions in an endeavour to establish a set of guidelines which outline the procedures to be followed with respect to disciplinary action being taken against any Parking Patrol Officer.

25. **AUTOMATIC DEDUCTION OF UNION DUES**

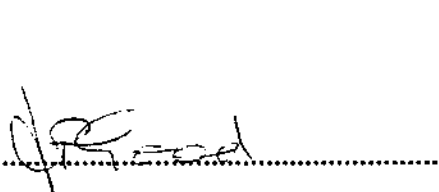
The Police Service undertakes to continue its current practice of deducting union dues from the pays of Parking Patrol Officer members of the Association who have signed the appropriate authority and to forward those dues directly to the Association on behalf of the members on a fortnightly basis.

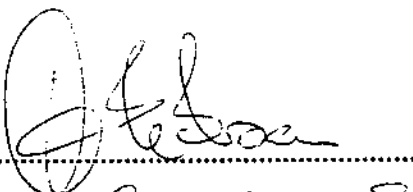
Signed by the Commissioner of Police in the presence of:

Signature ..... 

Witness..... 

Signed for and on behalf of the Public Service Association of New South Wales:

Signed ..... 

Witness..... 

Name ..... JANET GOOD .....

GENERAL SECRETARY

Position ..... PRESIDENT .....