

**SENIOR MANAGERS (NATIONAL PARKS AND WILDLIFE
SERVICE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notice of Award Review pursuant to section 19 of the *Industrial Relations Act 1996*.

(No. IRC 1831 of 2004)

Before The Honourable Mr Deputy President Harrison

13 August 2004

REVIEWED AWARD

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2. Title of Award

This Award will be known as the Senior Managers (National Parks and Wildlife Service) Award 2004.

3. Intention

The purpose of this Award is to partially regulate the salaries and conditions of employment for senior managers in the National Parks and Wildlife Service.

The parties agree that the Award will be interpreted and applied in a fair and equitable manner recognising that all employees of the National Parks and Wildlife Service contribute to working with the community to conserve and foster appreciation of nature, Aboriginal heritage and historic heritage in New South Wales.

4. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camps.

"Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Crew" means a group of up to five officers assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an officer responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an officer diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Daily contract hours" are the number of ordinary hours of work an employee is required to perform on an ordinary working day.

"Dependant" means a partner, husband, wife, child, elderly parent or family member with a disability.

"Director-General" means the Director-General of the National Parks and Wildlife Service or an officer acting under the delegation of the Director-General.

"Dispute" is a disagreement between employees and the Service concerning the employment relationship.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated.

"Duty Officer" means an officer rostered for duty or operating after hours, as directed by the Director-General, to serve as co-ordinator of the Director-General's emergency response organisation by receiving and passing on reports and other information, altering reserve resources where necessary, liaising with other organisations involved in emergency response performing normal duties as required.

"Employee" means and includes all persons permanently or temporarily employed by the National Parks and Wildlife Service, under the provision of the *Public Sector Employment and Management Act, 2002* as varied.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an employee's normal work location, and which precludes the employee from returning to his/her normal place of abode at the conclusion of each shift.

"Grievance" is any workplace problem which causes an employee concern.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Director-General. (N.B. Does not include hazard reductions)

"Incident Controller" means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

"Incident duties" means all work involved in emergency incidents effort in which there is Service participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Logistic Officer" means an officer responsible for providing facilities, services, and materials in support of the incident.

"Monday to Friday Workers" are employees whose ordinary hours of work are Monday to Friday inclusive.

"Nominated working place" means the location where an employee normally commences work.

"Ordinary working hours" means the average number of hours the employee is required to work each week.

"Operations Officer" means an officer responsible for the management of all operations directly applicable to the incident.

"Planning Officer" means an officer responsible for the collection, evaluation, dissemination and use of information about the incident and status of resources.

"Public Employment Office" is, for the purposes of any Act, a statutory body representing the Crown.

"Project team" is a team of employees established to work on a designated project.

"Rostered Day Off" means the day/s of the week that the employee is not required to work, except those days that are taken as approved leave, time in lieu or as an allocated day off.

"Sector Commander" means an officer who is responsible for implementation of the designated portion of the Incident Action Plan, allocation of resources within the sector, and reporting on progress of command operations and status of resources within the sector.

"Senior Manager" means and includes all officers employed under this Award who occupy a position which has been evaluated using the Service's points factor job evaluation system at 650 or more OCR points and occupy a position which is designated as managerial by the Director-General.

"Service" means the NSW National Parks and Wildlife Service.

"Settlement Period" is the 4-week roster period.

"7 Day Roster Workers" are employees whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive).

"Standby" means when an officer has been directed by the Director-General, or their nominee, to be available outside normal working hours for immediate call-out or response.

"Supervisor" means an officer who has the responsibility for managing the work and performance programme of a Senior Manager.

5. Salaries

- (i) Salaries will be those set out in Annexure 1.
- (ii) Salaries are inclusive of leave loading.
- (iii) The rates of pay prescribed by this Award for employees classified Senior Managers are compensation for early and late starts to work, work on weekends and Public Holidays, annual leave loading, overtime (except as provided for in Clause 26 of this Award) and are in lieu of the following allowances:

Allowance for use of room at home as an office

Allowances for travel to and from work

Boot Allowance

Camping allowances

Camping equipment allowances

Community language allowance

Composite allowance

Diving allowance

First aid allowance

Flying allowance

Forage allowance

Kosciusko

Laundry and Dry Cleaning allowances

Meal allowances when performing overtime

On-call allowances

Specialist allowances

Travelling and meal allowances for attendance at examinations

Travelling Compensation leave

6. Salary and Benefits Packaging

- (i) Salary and benefit packaging arrangements are only available to Grade 3 Senior Managers.

- (ii) By mutual agreement with the Service, a Senior Manager Grade 3 may from time to time, elect to receive:
 - (a) a benefit or benefits selected from those contained in Annexure 2, and
 - (b) a salary equal to the difference between the salary prescribed in respect of the Senior Manager by Clause 5 of this Award, and the amount specified by the Service from time to time for the benefit(s) provided to or in respect of the Senior Manager in accordance with such agreement.
- (iii) Such an agreement will be recorded in writing and will be known as a Salary and Benefit Packaging Agreement. The Agreement will provide for the way in which leave on less than full pay; leave without pay; the effect of promotion or demotion; termination of the Agreement and such other matters as parties to the Agreement consider necessary are to be dealt with.
- (iv) A Salary and Benefit Packaging Agreement shall be for a period of 12 months, unless a shorter period is mutually agreed between Senior Manager and the Service at the time of signing the Salary and Benefit Packaging Agreement.
- (v) The Service may vary the range and type of benefits available under Annexure 2 from time to time, following discussion with the Association. Such variation shall apply to any existing or future Salary and Benefit Packaging Agreement from the date of such variation.
- (vi) The Service will determine from time to time the value of the benefits provided in Annexure 2, following discussion with the Association. Any variation in the value of a benefit will apply to any existing or future Salary and Benefit Packaging Agreement from the date of such variation. In this circumstance, the Senior Manager may elect to terminate the Salary and Benefit Packaging Agreement immediately.
- (vii) Any allowance, penalty or other payment other than leave payments, to which a Senior Manager is entitled under this Award or any applicable award or statute which is expenses to be determined by reference to a Senior Manager's salary, will be calculated by reference to the salary which would have applied to the Senior Manager under Clause 5 of this Award, in the absence of the Salary and Benefit Packaging Award made under this clause.

7. Allowances

- (i) Expense related allowances will be indexed from 1 July each year by the amount for the national Consumer Price Index, as published by the Bureau of Statistics.
 - (A) Home Office Allowance
 - (i) A Senior Manager who has an office established in their home for the purpose of undertaking work at home, shall be entitled to claim the following expenses up to a total maximum of \$480 per annum;
 - computer hardware, computer software or other computing equipment
 - office furniture
 - relevant books, journals or magazines; and
 - stationary and computing consumable.
 - (ii) The allowance is non cumulative and can only be used to cover expenses incurred during the calendar year for which the allowance is claimed.
 - (iii) To claim the allowance proof of expenditure is required, or in the case of amounts less than \$10.00, expenses would be documented.

(B) Remote Area Allowance

- (i) The remote areas allowance seeks to compensate staff for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance of partners and family.
- (ii) Remote area means the area of the State of NSW situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.
- (iii) The allowances specified in subclause (iv) of this clause, will be paid to those employees who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause (v) of this clause.
- (iv) The allowance replaces the Commonwealth allowance paid to employees on Lord Howe Island.
- (v) The rates of the allowances will be:

GRADE	WITH DEPENDANTS	WITHOUT DEPENDANTS
A	\$3,000	\$2,100
B	\$4,000	\$2,800
C	\$5,000	\$3,500

For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "A" - all locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.

Grade "B" - is payable to employees living in the following locations: Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ride, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Wilandra and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka.

Grade "C" - is payable to employees living in the following locations: Fort Grey, Mootwingee, Mount Wood, Nocolche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island.

- (vi) Should staff be located in other remote locations not specified in this Award, the grading for payment will be determined between management and the relevant unions.

8. Progression

- (i) Progression within grades shall be by formal performance assessment.
- (ii) Progression to a higher grade shall be by competitive selection for an advertised vacancy.

9. Appointment

- (i) Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Public Sector Employment and Management Act 2002*, as varied.
- (ii) Appointment to a higher starting salary point above the base level within the grade will be determined by the Director-General or nominee, following assessment of the successful applicant's educational qualifications, past work experience in a related field and/or relevant skill level.

10. Higher Duties

- (i) Employees who relieve in a higher position for a period of at least 5 consecutive work days, will be paid a proportion (from 50%-100%) of the difference between the substantive salary rate of the occupant of the higher position and the employee's salary. The proportions shall depend on the range and level of duties performed in the position.
- (ii) The terms and conditions of the higher job apply for the duration of the relieving period.
- (iii) The duties and the amount of the higher duties allowance shall be mutually agreed to prior to the relieving period.

11. Project Teams

- (i) The Director-General or nominee may request employees to perform work in a designated project team.
- (ii) An employee may decline an offer to work in a designated project team.
- (iii) When undertaking work in a designated project team, the employee shall be paid:
the rate for the job as determined by job evaluation; or
at least one salary level higher than their substantive rate.
- (iv) An employee working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive position in addition to the project duties.
- (v) Project team jobs may be either full-time or part-time.

12. Hours

The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.

The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached to exceptions (other than declared emergencies).

General

- (i) Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a 4-week period, to be worked between 6am and 8pm.
- (ii) An appropriate level of service is to be maintained between the hours of 8.30am and 4.30pm on weekdays consistent with the Guarantee of Service Policy.
- (iii) No employee will be able, or be required (other than in emergencies) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- (iv) The pattern of hours will be agreed to between the employee and management of the area with regard to the needs of the Service, employees and provision of services to our customers.
- (v) Hours of work for positions and/or classifications will be determined under part A of this clause.
- (vi) The implementation of this clause will be monitored closely.

Ordinary hours may be organised as follows:

(A) 24-hour bandwidth -

A 24-hr bandwidth, inclusive of weekends and public holidays, is necessary for those positions which involve senior managerial work as part of their normal duties. A 24-hr bandwidth provides the Service with the flexibility required to ensure that essential urgent tasks are conducted in an efficient and timely manner.

- (i) Ordinary hours to be worked Monday to Sunday (inclusive).
- (ii) Ordinary hours to be worked at any time within a 24-hour bandwidth, with no fixed core time.
- (iii) Hours worked by 24-hour bandwidth workers are those required to perform the work subject to:
 - (a) Not more than 10 hours are to be worked in one day;
 - (b) Hours usually being worked from Monday to Friday;
 - (c) An employee having 2 days off per week;
 - (d) An employee not being directed to work more than 12 consecutive days;
 - (e) An employee not being directed to work more than 2 consecutive weekends; and
 - (f) An employee not being directed to work more than 75 days field work per annum.
- (iv) Senior Managers may be required to work an unspecified number of shifts on weekends, or on public holidays or outside the standard bandwidth of 6am to 8pm. The salary for these positions recognises this requirement, and no additional allowance is payable.
- (v) If a Senior Manager is directed to work for extended periods, then after completing the work and with his/her supervisors' approval, the Senior Manager may take an agreed period of time off. Such time is at the discretion of the Senior Manager's supervisor.

13. Meal Breaks

- (i) An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.
- (ii) In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, employees shall be allowed at least 30 minutes.
- (iii) A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.
- (iv) If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked.
- (v) Meal breaks taken whilst working overtime shall be paid at single time rates.

14. Rest Breaks

The overtime provisions in this clause are not payable to Senior Managers unless working under incident conditions.

- (i) There must be a break of at least ten (10) consecutive hours between an employee's ordinary shifts.

- (ii) Employees required to continue work after their rostered finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.
- (iii) Where an employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty,
- (iv) Where an officer is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime time rates until they are released from duty.
- (v) Where an officer is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10-hour rest break and shall be paid for any time lost. Where the employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

15. Temporary Employees

- (i) A temporary employee is engaged consistent with section 38 of the *Public Sector Employment and Management Act 2002*, as varied.
- (ii) Temporary employees shall be entitled to uniforms (if the position requires such use), Annual Entry Permits (for temporary employees employed for over twelve months), training and staff development opportunities and the application of Public Sector discipline procedures (for employees who have been employed for more than twelve months).
- (iii) In accordance with the Superannuation Guarantee legislation, all employees of the Service are entitled to 8% employer based contributions to First State Superannuation. Temporary employees should be advised of this benefit at the time of induction.
- (iv) Temporary employees, employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary employees employed for less than three months, no leave accrual is available, however payment of 4/48ths in lieu of recreation leave will be made on termination.

16. Public Holidays

- (i) Senior Managers may be required to work ordinary hours on a public holiday.
- (ii) Senior Managers shall not receive any additional payment for ordinary hours worked on a public holiday.
- (iii) Senior Managers shall not receive an additional day off or annual leave day for ordinary time worked on a public holiday.

17. Public Service Holiday

- (i) All employees shall be entitled to the Public Service Holiday in accordance with the directives issued by the Premier each year.
- (ii) Employees who are unable to take the Public Service Holiday at the required time, will be able to take a day off in lieu during the following leave year at a time convenient to the Service.

18. Part-Time Working Arrangements

- (i) Part-time work may be available to:
 - (a) full time and temporary employees who wish to work part-time in an existing position;

- (b) existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the position;
 - (c) staff recruited and appointed or employed to work in a position where the approved hours are less than full-time.
- (ii) The decision to work part-time is purely voluntary. No person can be directed or placed under any duress to move from full-time to part-time or vice versa.
 - (iii) Part-time staff may elect to work full-time, or vice versa, at any time, subject to the appropriate work being available for the classification and level, grade or class of the position and it is convenient to the Service.
 - (iv) Return to full-time employment before the expiry of the agreed period of part-time work is subject to availability of work and adequate period of notice.
 - (v) Part-time employees must not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
 - (vi) Part-time staff with other fixed responsibilities at times when they are usually not at work should not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work is such that the circumstances are exceptional (eg a legal officer required to appear in court) special arrangements to work outside of agreed part-time hours need to be negotiated at the outset.

19. Job Sharing

- (i) The Service is committed to providing flexible work conditions through job sharing.
- (ii) The Service will support officers sharing a position provided that:
 - (a) the arrangement is fair and equitable to the officers involved;
 - (b) the officers involved in the job sharing arrangement agree to the arrangement
 - (c) the arrangement can be on a permanent or temporary basis;
 - (d) the arrangement is in the best interests of the smooth functioning of the Service, ensuring that customer/client service is maintained.
- (iii) The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment
- (iv) Some examples are; 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- (v) The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.
- (vi) The supervisor will be responsible to ensure both officers are treated equitably. This includes workload distribution, access to information and access to training and development opportunities.

20. Annual Leave

- (i) All Senior Managers receive 4 weeks leave per year.
- (ii) Annual leave loading is no longer payable as a separate payment; it has been included in salary.
- (iii) All employees under this Award are required to take the equivalent of a minimum of 10 continuous days of Annual Leave in any leave year (1 December to 30 November).

- (iv) Annual leave can be taken with a combination with Leave Without Pay, subject to Service convenience.
- (v) Employees receiving 4 weeks annual leave may accrue a maximum of 40 days leave.
- (vi) Employees may apply to accrue leave in excess of the relevant maximum in accordance with the provisions of the *Public Sector Employment and Management Act, 2002* as varied.
- (vii) Employees working in the Western Division of the State, as defined in the 2nd schedule of *the Crown Lands Consolidation Act 1913*, shall accrue an extra 5 working days annual leave per year.

21. Concessional Leave

- (i) Senior Managers agree not to partake of the concessional leave granted to Service Employees from time to time by the Premier, such as the half-day at Christmas.

22. Sick Leave

- (i) Sick leave entitlements provided for in this award will be 15 per year in accordance with sections 84-92 of the Public Sector Employment and Management (General) Regulation 2002.
- (ii) Employees may be granted special sick leave in addition to the annual or accumulative entitlement and its application is reserved for occasions of long-term sickness only.
- (iii) Special Sick Leave shall be granted subject to the employee being absent for a continuous period of at least 2 months and that the employee has exhausted or will exhaust all normal sick leave entitlements.
- (iv) The grant of Special Sick Leave will be considered on a case by case basis at the discretion of the Director-General.

23. Contact With Employees on Parental and Maternity Leave

- (i) Senior Managers agree to the conditions of the Service's Parental/Maternity Leave Contact Policy which aims to maintain contact with employees while they are on leave, improve the retention rate of employees following return from leave and to encourage continuity of career.
- (ii) All supervisors will meet with employees before they take parental or maternity leave to jointly agree to mechanisms for keeping in contact during the period of leave.
- (iii) Ways of keeping in contact may include:
 - (a) being mailed topical information such as NAPAWI, training calendars;
 - (b) being advised of any major changes which impact upon their job;
 - (c) regular phone contact with a supervisor or colleague; and
 - (d) attendance at relevant training courses, particularly close to the time that the employee is due to return from leave.
- (iv) It is recognised that some employees may not wish to keep in contact with the Service while they are on leave.

24. Family/Personal Leave

- (i) Employees covered by this Award will be entitled to Family and Community Service Leave which replaces the entitlement to Short Leave as detailed in the Personnel Handbook.
- (ii) Family and Community Service leave is paid leave which may be granted by the Director-General to an employee, subject to Service convenience.

- (iii) Family and Community Service leave may be granted in the following circumstances:
 - (a) to care for family members;
 - (b) to arrange or attend the funeral of a close family member;
 - (c) where weather conditions threaten life or property or where an employee is prevented from reporting for duty by conditions such as fire, flood or snow.
- (iv) The maximum amount of Family and Community Service leave on full pay, which may be granted, is:
 - (a) during the first 12 months of service - 3 working days; or
 - (b) after the completion of 12 months service - 6 working days in any period of 2 years; or
 - (c) an amount calculated by allowing 1 working day for each completed year of service after the completion of 2 years continuous service and then deducting therefrom the total amount of short or Family and Community Service leave previously granted to the employee;

whichever is the greater amount.
- (v) The Director-General may approve the granting of Family and Community Service leave above the entitlement for special circumstances (e.g., additional leave for Aboriginal staff to attend funerals of close family members).
 - (A) Sick Leave to Care for Sick Dependants

An employee may use sick leave to care for sick dependants as per Clause 85 of the Crown Employees (Public Service Conditions of Employment 2002) Award and Chapter 6.15-2.3 of the Personnel Handbook December, 2003.
 - (B) Unpaid leave for family purposes
 - (i) An employee may elect, with the consent of their manager, to take unpaid leave for the purposes of providing care and support to a class of person set out in subclause A above who is ill.
 - (C) Make up time
 - (i) An employee may elect, with the consent of their manager, to work "make up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours, provided in the Award at the ordinary rate of pay.

25. Leave Without Pay

- (i) Employees covered by this Award are entitled to Leave Without Pay in accordance with the Service's Leave Without Pay policy.
- (ii) All approvals for Leave Without Pay are at the convenience and discretion of the Service. The Director-General in dealing with any applications shall have regard to the needs of the Service, but as far as practicable shall deal with the application in accordance with the wishes of the employee and in an equitable and consistent manner.
- (iii) Leave Without Pay (either on a full-time or part-time basis) will be considered on the following grounds:
 - (a) study purposes
 - (b) pressing necessities such as childcare and compassionate needs

- (c) travel in conjunction with other paid leave
 - (d) career breaks
 - (e) other situations on a case-by-case basis provided the employee intends to resume duty on the expiration of leave.
- (iv) The maximum amount of Leave Without Pay which will be granted before an employee will be requested to relinquish their rights to a position will be of the equivalent of 12 months full time. An employee may be asked to relinquish their position for a period of less than 12 months Leave Without Pay; eg where it is difficult to attract employees to a temporary position.
 - (v) Officers seeking Leave Without Pay greater than the equivalent of 12 months full-time will be made supernumerary upon resumption of duty; ie an officer who does not occupy a permanent position but has not yet been declared excess.
 - (vi) In approving Leave Without Pay, Senior Managers agree that the Service may consider backfilling of positions as follows:-
 - (a) applications for Leave Without Pay greater than 12 months (full time equivalent); the position may be permanently filled,
 - (b) applications for Leave Without Pay between 3 months and 12 months: (full time equivalent) if the position is to be filled it will be by way of temporary appointment, except where the incumbent has relinquished their rights to the position.
 - (c) Applications for Leave Without Pay less than 3 months (full time equivalent): if the position is to be filled it will be by way of Higher Duties or temporary assistance.
 - (vii) Leave Without Pay will not be available for temporary employees except under exceptional circumstances.
 - (viii) Once approval has been granted for Leave Without Pay extension will not be granted unless exceptional or unforeseen circumstances can be demonstrated.
 - (ix) Prior approval must be sought by an employee who wishes to resume duty at an earlier date.
 - (x) Applications for Leave Without Pay are to be submitted on a leave form, which is to be accompanied by a written application stating the reason(s) Leave Without Pay is being sought. For part-time leave without pay, a timetable is also to be included, stating the days, times and amounts in hours the officer proposed to work each week.
 - (xi) The Supervisor is to make a recommendation as to whether Leave Without Pay should/should not be granted. The proposed timetable is also to be endorsed. The recommendation must also specify the method of filling the position.
 - (xii) The minimum amount of notice which must be given for Leave Without Pay applications is two (2) months. The only exception will be where an employee required Leave Without Pay as specified in (iii)(b).
 - (xiii) Delegation to approve applications will be as set out in the Human Resources Delegation Manual.
 - (xiv) Applications for Leave Without Pay must specify whether approval to seek private employment is sought for the period of Leave Without Pay.
 - (xv) Employees on Leave Without Pay may elect to have their salary averaged over the period of Leave Without Pay; eg where an employee takes four weeks unpaid leave in addition to their annual leave entitlement of four weeks.

26. Incident Conditions

The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager or Divisional Manager until such time as the declaration of the incident is lifted.

(A) Conditions

- (i) For the purpose of calculating payment for incident duty, the salary rate shall be the employee's substantive salary or as prescribed in the Incident Responsibility Rates section, whichever is the greater.
- (ii) Call out to attend an Incident will be paid at a minimum of three (3) hours overtime or by mutual agreement time in lieu at overtime rates.
- (iii) All travel to and from an incident will be paid as if part of the Incident.
- (iv) Start and Finish Times:
 - (a) On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.
 - (b) On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.
 - (c) Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.
 - (d) Where an employee is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, finishing time will be on return to accommodation plus 30 minutes.
- (v) A normal shift is seven (7) hours, however employees may only be required to work a maximum of twelve (12) hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen (16) hours on site. (The Intention of this Award is to allow flexibility in exceptional circumstances; eg new crews arriving late, unforeseeable worsening of the Incident).
- (vi) A minimum eight (8) hour break, not including travelling time, must be taken between shifts, and where possible a ten (10) hour break is recommended.
- (vii) After completion of three (3) consecutive shifts on incident duties a twenty-four hour break with payment at single time rates, shall be provided before continuing with incident duties. The 24 hour break is to be extended to five 95 shifts for employees carrying out support functions (ie Catering Teams, Administration Assistance).
- (viii) It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.
- (ix) On completion of Basic Fire Modules all employees will be issued with a day pack and a remote/night pack.
- (x) If an employee is away from their own work location for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.
- (xi) Employees required to work on their Allocated Day Off/Flexi Day/Rostered Day Off will receive either:
 - (a) overtime for the whole shift in addition to the normal pay for the day; or

- (b) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

- (xii) Employees directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation, return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a private vehicle is used. Employees will be further compensated by single hourly rate for all hours travelled. Such employees will have the same option as employees called from an Allocated Day Off or Flexi Day Off.

(B) Incident Responsibility

- (i) Employees working in incident positions shall be paid at the following rates:

Crew Member	Class 3	Year 2	\$31,171 p.a.
Crew Leader	Class 5	Year 2	\$35,021 p.a.
Sector Commander	Class 6	Year 2	\$38,878 p.a.
Divisional Commander	Class 8	Year 2	\$44,030 p.a.
Operations Officer	Class 9	Year 2	\$47,275 p.a.
Planning Officer	Class 9	Year 2	\$47,275 p.a.
Logistics Officer	Class 12	Year 2	\$58,546 p.a.
Incident Controller	Class 13	Year 2	\$64, 886p.a.

These rates were set following job evaluation of these positions

- (ii) Employees will be paid at their substantive hourly rate or at incident responsibility rate, whichever is greater.
- (iii) The overtime barrier rate does not apply in incident situations, except for Senior Managers who will be paid overtime at the appropriate incident rate or maximum Clerk (A&C) Grade 12, whichever is the greater.
- (iv) Employees must be appointed to or exercise the responsibility of an incident responsibility position for a minimum of three (3) hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.
- (v) When new incident positions are created they will be evaluated to determine the appropriate salary.

(C) Payment Associated with Incidents

- (i) This replaces the provisions of Clause 5, Salaries, in relation to overtime worked in respect of incidents.
- (ii) Payment will be calculated as follows:
 - (a) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or public holidays.
 - (b) Normal day's pay or part thereof is deducted for both day and night shift.
- (iii) No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; eg 30-45 minutes. Where meals are provided to an employee on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

- (D) Family
 - (i) The Service will compensate employees for additional dependant care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.
 - (ii) The Service will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.
- (E) Provision of meals and accommodation whilst working on Incident
 - (i) The Service will generally provide meals including breakfast, lunch and dinner, and provide supper for employees working night shift.
 - (ii) Employees commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven-hour shift.
 - (iii) If no meal is supplied, a payment of \$15.00 per meal is made.
 - (iv) Wherever possible employees will be allowed to return home or the Service will provide accommodation in a hotel or motel.
 - (v) Where returning home or to other accommodation is not possible or practical and the employees are required to camp, they will be paid the Field Allowance set out in Clause 7, Allowances, of this Award.

27. Working from Home

- (i) Supervisors may allow employees to work from home, however working from home is not to be a routine arrangement.
- (ii) Employees covered by this Award may be given approval to work from home from time to time.
- (iii) Greater access is to be given to employees working from home where:
 - (a) family members are sick; or
 - (b) where a project/report is requiring urgent completion and for productivity reasons working from home will achieve this;
 - (c) for weekend and night emergency incident management; and
 - (d) where the nature of the work allows for it.
- (iv) In some cases where family members are sick, employees may work from home and combine this with their entitlement to Family/Personal leave (where available and appropriate).
- (v) When working at home, employees must ensure that they are contactable by their office.
- (vi) Employees are covered by workers compensation where prior approval has been given to the employee to work from home.

28. Employer Sponsored Child Care

- (i) The parties to this award confirm a commitment to provide assistance to employees of the Service so they may pursue employment in the knowledge that their children are being well cared for in a safe and happy environment.

- (ii) The Service will sponsor accredited Vacation Care Programs. These programs are available to children of 5-12 years of age at a minimal charge to parents. Where it is not practical to set up a program, (maybe because of lack of numbers) the Service will sponsor places on existing programs.

29. Dependant Care

- (i) Where dependants of the employee are sick and require care, the Service will continue to support the officer in the following ways:
 - (a) Personal/Carer's leave may be taken by an employee to attend to any medical needs a dependant may have; or
 - (b) Where circumstances allow, an employee may negotiate with their supervisor to work at home.
- (ii) In circumstances where an employee with a sick dependant is required to attend to work that can not be completed from home (eg an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependant, subject to the provision of receipts.
- (iii) The Service will meet the additional costs involved in before and after school care, where an employee is required work beyond their regular house, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.
- (iv) Each application will be determined on its merits.
- (v) The Service will provide dependent care assistance so employees can attend residential training and development activities.
- (vi) The Service will provide dependent care assistance to employees required to work during emergency situations.
- (vii) The Service will compensate the employee for additional dependent care expenses relating to hours working during an incident.

30. Families and Field Work

- (i) Employees from time to time will be required to undertake either field work or to work away from their normal headquarters.
- (ii) On occasion it may be necessary, or an employee may wish to take their family on a field trip. This may be due to the duration of the trip or child care or elder care responsibilities.
- (iii) The Service would generally find it acceptable for an employee to take family members on field work provided that there is dependent care for small children or elderly relatives.
- (iv) The independent care must not be undertaken by one of the following persons:
 - (a) an employee of the Service;
 - (b) a contractor of the Service who is engaged to undertake fieldwork during the particular expedition.
- (v) Where an employee wishes to be accompanied by their family on a field trip and extend their stay on personal issues the employee will need to take some form of approved leave which may consist of recreation or extended leave.
- (vi) Employees who wish to be accompanied by a family member on single day trips must obtain approval from their supervisor prior to the trip for the purpose of insurance coverage.

- (vii) Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their supervisor.

31. Training and Development

- (i) The Service is committed to the skill development of Senior Managers.
- (ii) The training and development of Senior Managers will be linked to the Performance Management and Development System. Staff Development Plans will be established through the system and be relevant to the employee's current position and their future career path.

Training and development options include: on the job training; attendance at internal and external courses and conferences; self-paced learning eg video training; project team work; mentor systems; higher duties opportunities; job rotation and exchange programs.

- (iii) In addition to this, through the Management Development Strategy, the Service will provide management development activities for Senior Managers, to ensure they possess the knowledge, skills and attitudes necessary to achieve the corporate goals.
- (iv) The Service will implement Staff Development Policies and Procedures to ensure consistency and equity is afforded to all employees.
- (v) The Service's commitment to training and development include a commitment to provide adequate support and resources: including full time trainers; external training providers (where necessary); time and money to ensure the effectiveness of the staff development program.
- (vi) A minimum amount equivalent to \$2000 for each employee under this Award for each financial year will be allocated to the training and development of Senior Managers. This allocation will be used to enhance the managerial skills, personal development of Senior Managers.
- (vii) The expenditure of the general training and development allocation will continue to be reviewed by the Staff Development Consultative Committee and Regional Staff Development Committees.

32. Study Assistance

- (i) The Service will support employees gaining additional skills through formal study.
- (ii) Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook.
- (iii) The Service has established and will continue to support the NPWS Study Assistance Program. The position offers up to one full year to part year study support to one or more Service employees. Selection for the program is competitive.
- (iv) The following costs associated with courses will be reimbursed by the Service in accordance with the following guidelines:

Higher Education Contribution Scheme (HECS) Fee; or

Where HECS does not apply, compulsory fees (ie fees paid upon enrolment - union, student's council fees, TAFE administration charges, registration fees etc).

- (v) The proportion of fees to be refunded will be as follows:
 - (a) 100% refunded where the course/subject is directly relevant to the Service's operations or needs and is approved as such by the Director-General; or
 - (b) 50% refunded where the course/subject is relevant to Public Service needs generally, but not directly to the Service needs.

- (vi) Refunds will be paid for a maximum of seven annual occasions.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Service prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested.
 - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.

33. Workplace Accommodation

- (i) The Service will ensure that all staff are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Factories, Shops and Industries Act*.
- (ii) While there are no requirements for office workplaces, the Service agrees to provide employees covered by this Award with reasonable conditions and space.
- (iii) Smoking is prohibited at all indoor NPWS workplaces and in Service vehicles.

34. Consultation and Monitoring

- (i) A Consultative Committee representing both management and the Association will meet on a three monthly basis to monitor the impact of this Award and resolve difficulties which may arise with its implementation or operation and discuss future improvements.
- (ii) This Consultative Committee will consider work place changes and productivity improvement put forward by staff, unions or management.
- (iii) Supervisors' Responsibilities- It will be the responsibility of all Supervisors to hold regular meetings with their staff. Productivity improvements and management practices will be standard agenda items of these meetings.
- (iv) Productivity Improvements- Service-wide policy and procedures will be put in place within 3 months of the commencement of this Award to enable all employees to have an avenue by which they can suggest improvements in workplace practices and ways of improving productivity. This will include a system of rewards to employees who suggest improvements that are successfully implemented.
- (v) Employees Responsibilities- It will be the employee's responsibility to make time available to attend workplace meetings unless they are on leave or working away from their normal workplace.
- (vi) Communication- A quarterly newsletter will be circulated to each employee outlining any issues relevant to the implementation of the Award and noting the resolutions of the Consultative Committee.

35. Grievance and Disputes Procedure

- (i) When any grievance or dispute arises at the workplace, the employee(s) must attempt to resolve the grievance with the person concerned in the first instance.
- (ii) If this is not possible the employee refers the grievance/dispute to their immediate supervisor. The supervisor is to be given the opportunity to fully investigate the matter and must provide a written response to the dispute or grievance. The supervisor will advise the employee(s) concerned of the time by which an answer will be provided. Grievances should be resolved within forty eight (48) hours.

- (iii) If the grievance or dispute is not resolved the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) shall notify a more senior manager. The more senior manager will attempt to resolve the matter, which may include staff of Workforce Services Division.
- (iv) If the matter remains unresolved, the employee and/or their representative will take the matter to a member of the Executive, who will attempt to solve the matter.
- (v) Where the grievance is unable to be resolved at Regional/Divisional level, or may result in disciplinary action or a criminal matter is involved, the issue should be referred by the contact officer, supervisor or manager to the Director, Corporate Services.
- (vi) If the grievance or dispute remains unresolved the parties agree that it may be referred to an appropriate independent arbitrator or mediator.
- (vii) Nothing contained in these procedures will preclude the parties from entering into direct negotiations on any matter.
- (viii) Each stage is to be handled expeditiously.
- (ix) Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- (x) These procedures may be varied by a supervisor where it is considered that a safety factor is involved.

35A. Deduction of Union Membership Fees

- (i) The Association shall provide a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (ii) The Association shall advise the of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided at least one month in advance of the variation taking effect.
- (iii) Subject to 17.1 and 17.2 above, Association fortnightly membership fees shall be deducted from the pay of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the NPWS to make such deductions.
- (iv) Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' Association membership accounts.
- (v) Unless other arrangements are agreed with the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (vi) Where an officer has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

36. Savings of Rights

- (i) At the time of the making of this Award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.
- (ii) Should there be a variation to the Crown Employees (Public Sector - Salaries January 2002) Award or an Award replacing that Award, employees of the Service will maintain the same salary relationship to the rest of the public service. Any such increase will be reflected in this Award either by variation to it or by the making of a new Award.

37. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

38. Redundancy Entitlements

Redundancy provision payments will be made in accordance with the NSW Government 's Managing Displaced Employees Policy or its replacement should a new policy be determined.

39. Area, Incidence and Duration

- (i) This Award applies to all employees of the classification set out in Annexure 1 in the employment of the National Parks and Wildlife Service of NSW.
- (ii) This Award will replace the following industrial instruments in so far as they apply to employees:
 - Crown Employees (Public Sector - Salaries December, 1993) Award
 - Crown Employees (Transferred Officers Compensation) Award, 1989
 - Crown Employees (Travelling Compensation) Award

Agreement No. 2354 of 1981, Transferred Officers Excess Rent Assistance

Agreement No. 2457 of 1983, Technological Change

Part 3 of the *Public Sector Employment and Management Act* (General Regulation) 1996 Sections 32, 33, 35, 36, 37, 40, 42, 43, 45, 46 and 47 of Part 5 of the *Public Sector Employment and Management Act* (General Regulation) 1996

Sections 48, 49, 50, 51, 52, 53, 55, 56, 57, 58, 60, 61, 62, 63, 64, 65, 66, 67 and 68 of Part 6 of the *Public Sector Employment and Management Act* (General Regulation) 1996.

Personnel Handbook Sections 1, 2 and 3.

- (iii) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Senior Managers (National Parks and Wildlife Service) Award 2001 Award published on 28 September 2001 (328 I.G. 93) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1966 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April (328 I.G.1394) take effect on and from 13 August 2004.

The award remains in force until varied or rescinded, the period for which it was made having already expired

ANNEXURE 1

Salaries On Review Of Award

Senior Manager Grade One	\$83,276 - \$91,892 (Bandwidth)
Senior Manager Grade Two	\$93,328 - \$101,942 (Bandwidth)
Senior Manager Grade Three	\$103,378 - \$113,429 (Bandwidth)

ANNEXURE 2

Salary And Benefit Packaging Options

Motor Vehicles - only available to Senior Manager Grade 3. Private use of a Service motor vehicle. However, 100% private usage will not be available.

R. W. HARRISON *D.P.*