

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE - PARKS AND WILDLIFE GROUP) FIELD OFFICERS
AND SKILLED TRADES SALARIES AND CONDITIONS 2011
REVIEWED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 212 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

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2. Title

This Award shall be known as Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2011 Reviewed Award.

2. Definitions

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

"Act" means the *Public Sector Employment and Management Act, 2002*.

"Allocated Days Off" means the day/s that the officer who works set patterns of hours as detailed in this award has off each settlement period as a result of that officer accruing the necessary hours.

"Area Manager", means the officer who manages the parks, resources and officers of an Area and reports to a Regional Manager.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

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

"Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Chief Executive" means Chief Executive of the Office of Environment and Heritage.

"Contract hours" for the day for a full time officer, means one fifth of the full time 35 hours, as defined in this award. For a part time officer, contract hours for the day means the hours usually worked on the day.

"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.

"Department" means Department of Premier and Cabinet.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Director-General" means Director-General, Department of Premier and Cabinet.

"Dispute" is a disagreement between officers and the OEH concerning employment matters.

"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 under incident conditions.

"Duty Officer" means an officer either rostered for duty, or appointed on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both departmental responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a duty officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employer for Industrial Purposes" means the Director-General, Department of Premier and Cabinet.

"Employer for all purposes other than Industrial" means the Chief Executive of the Office of Environment and Heritage.

"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 officer's normal work location, and which precludes the officer from returning to his normal place of abode at the conclusion of each shift.

Field Officer (Bush Fire Management Program) Classifications are for the Bush Fire Management Funding Program 2010.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an officer against another officer and requires resolution.

"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 Chief Executive or delegate. (N.B. Does not include hazard reductions).

"Incident duties" means all work involved in emergency incidents effort in which there is OEH 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.

"Monday to Friday Workers" are PWG officers whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6.00 a.m. to 8.00 p.m.

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

"OEH" means Office of Environment and Heritage.

"Office" means Office of Environment and Heritage (OEH).

"Officer" means an employee in the Parks and Wildlife Group of the Office of Environment and Heritage including those employed on a temporary basis but does not include those employed under individual contracts

through employment agencies, officers employed pursuant to the provisions of the Crown Employees (Senior Officer Salaries) Award 2004 or those employed in the Senior Executive or Chief Executive Services, or those persons employed and paid as casuals.

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

"Public Service Commission" means the office created under Part 1.3 of the *Public Sector Employment and Management Act 2002*.

"PWG" means the Parks and Wildlife Group of the Office of Environment and Heritage.

"Regional Manager" means the officer who manages the parks, resources and officers of a Region and reports to a Branch Director of PWG.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the OEH, except those days that are taken as approved leave including time in lieu or as an allocated day off.

"School Based Apprentice" means an officer who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are officers whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6.00 a.m.- 8.00 p.m.

"Standby" means an approved period of time outside normal working hours, when officers, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the officer's immediate supervisor or manager or any other officer authorised by the Chief Executive to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Officer" means any officer engaged in terms of Chapter 2, Part 2.4 Temporary Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Unions" mean the Australian Workers' Union - New South Wales Branch and the Electrical Trades Union.

4. Parties

4.1 The "Parties" to this Award are:

- (i) Director-General, Department of Premier and Cabinet for the Office of Environment and Heritage (OEH);
- (ii) The Australian Workers Union - New South Wales Branch;
- (iii) The Electrical Trades Union

5. Salaries

5.1 The salary rates paid to officers covered by this award are specified in Tables 1 & 2 in this Award.

5.2 The salaries prescribed in Part B Monetary Rates, Table 1 reflect increases to the salaries of Skilled Trades Officers and Apprentices and Table 2 reflect increases to the salaries of Field Officer classifications and provide for:

2.5% increase from the first full pay period on or after 1 July 2011.

The increase referred to above, insofar as they apply from the first full pay period on or after 1 July 2011, shall be paid to employees as at the date of the making of this Award

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

5.3 The salary rates are all inclusive of the following allowances:

- (a) Diving
- (b) Kosciusko
- (c) Dry Cleaning
- (d) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2008 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades staff under this award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

6.1 The entitlement to salary package in accordance with this clause is available to:

- (i) permanent full-time and part-time officers;
- (ii) temporary officers, subject to OEH convenience; and
- (iii) casual employees, subject to the OEH convenience, and limited to salary sacrifice to superannuation in accordance with subclauses 6.7-6.9.

6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the officer's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS-HELP payments, child support payments, and judgement debtor/garnishee orders.

6.3 By mutual agreement with the Chief Executive, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:

6.3.1 a benefit or benefits selected from those approved by the Director-General of Department of Premier and Cabinet; and

6.3.2 an amount equal to the difference between the officer's salary, and the amount specified by the Director-General of Department of Premier and Cabinet for the benefit provided to or in respect of the officer in accordance with such agreement.

6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 6.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 6.7.2 where the OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 6.7.3 subject to the OEH's agreement, paid into another complying superannuation fund.
- 6.8 Where the officer makes an election to salary sacrifice, the OEH shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
- 6.9.2 *Superannuation Act 1916*;
- 6.9.3 *State Authorities Superannuation Act 1987*; or
- 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the OEH must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 of this clause, the OEH must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the OEH may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the officer makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under Part B Monetary Rates this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The Director-General, Department of Premier and Cabinet may vary the range and type of benefits available from time to time following discussion with the unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The Director-General, Department of Premier and Cabinet will determine from time to time the value of the benefits provided following discussion with the unions. Such variations shall apply to any existing or

future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

7. Allowances

7.1 Allowances payable in terms of clauses 7.2, 7.3 and 7.4 listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

7.2 Boot Allowance

A boot allowance is payable to any officer who works in the field where suitable boots are not provided by the OEH. The allowance is to be a maximum of \$154.70 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director of PWG.

7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an officer is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

(i) where meals are provided by the OEH, \$67.68 or \$2.82 per hour

(ii) where meals are not provided by the OEH, \$108.24 or \$4.51 per hour

7.3.4 The OEH will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate officers for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. 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, Rankins 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.

7.4.3 The allowances specified in subclause 7.4.5 Table 1 of this clause, will be paid to those officers who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to officers on Lord Howe Island.

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	4,066.11	2,845.84
B	5,421.48	3,794.82
C	6,776.88	4,743.80

To be paid from the first full pay period to commence on or after 1 July 2011.

Table 2

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

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

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

Grade "C" is payable to officers living in the following locations:
Fort Grey, Mutawintji, Mount Wood, Nocaleche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

7.4.6 Should officers be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the unions.

7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services managed by PWG

7.5.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.

7.5.3 Only in exceptional circumstances would the OEH require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$26.43 per day.

7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.

7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

8. Standby Arrangements - Including Standby Associated With Declared Incidents

- 8.1 Standby roles - officers may be directed to be on standby as a:
- (i) Duty Officer - either for general standby or associated with a declared incident (refer to definitions clause); or
 - (ii) General standby - an officer appointed on standby to respond to after hours duty as required.
- 8.2 Standby duties - officers directed to be on standby must be readily contactable by telephone, radio or pager where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Officers who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.
- 8.3 Duty Officer support - a Duty Officer may have access to departmental after hours contact lists, an OEH vehicle (with radio), mobile phone and pager (if necessary) dependent on the requirements of the duty to be performed;
- 8.4 Standby hours - the time an officer, can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
 - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
 - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.
- 8.5 Standby rates
- 8.5.1 An officer required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

9. Higher Duties

- 9.1 Officers 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 officer's salary. The proportions shall depend on the range and level of duties performed in the position. Where the position is vacant, an officer relieving in the position shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant position and the officer's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the positions.
- 9.2 The terms and conditions of the higher duties apply for the duration of the relieving period.
- 9.3 The duties and the proportion of the higher duties allowance shall be mutually agreed to prior to the relieving period.

10. Appointment

- 10.1 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.

- 10.2 Appointment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

11. Progression

11.1 General

11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.

11.1.2 Increments shall be processed by supervisors within one (1) month of receipt

11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.

11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels, grades or classes.

11.2 Progression and competency applications for Field Officer classification.

11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

12. Project Teams

12.1 The Chief Executive or nominee may request officers to perform work in a designated project team.

12.2 An officer may decline an offer to work in a designated project team.

12.3 When undertaking work in a designated project team, the officer shall be paid:

12.3.1 the rate for the job as determined by job evaluation; or

12.3.2 at least one salary level higher than their substantive rate.

12.4 An officer 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.

12.5 Project team jobs may be either full-time or part-time.

13. Hours of Work

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

13.2 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 (other than declared incidents).

13.3 General

13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6 a.m. and 8 p.m.

13.3.2 Officers, except those in positions under the Field Officer classification, may only be rostered to work ordinary hours between 6 p.m. and 8 p.m., when the officer agrees.

- 13.3.3 The standard coretime shall be between the hours of 9.30a.m. and 3.30p.m. excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of Crown Employees (Public Service Conditions Award 2009)
- 13.3.4 The Guarantee of Service is the specified period during the day between the hours of 8.30a.m. and 4.30p.m. on a weekday when an appropriate level of service is maintained in PWG work locations.
- 13.3.5 Pattern of hours is the way hours are worked each settlement period; e.g., start/finish times and days of the week for 7 day roster workers.
- 13.3.6 The pattern of hours will be agreed to between the officers and management of the area with regard to the needs of the OEH, the needs of officers and the provision of services to the OEH's customers.
- 13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 13.3.8 Hours of work for positions and/or classifications will be as set out in clause 13.4.
- 13.3.9 No officer will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- 13.3.10 Permanent changes to the pattern of hours for an officer are subject to consultation with the officer and/or the Union.

13.4 Ordinary hours of work may be organised as follows:

13.4.1 Monday to Friday Workers

Ordinary hours to be worked from Monday to Friday (inclusive).

Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause. 15, Overtime - General, of this Award.

13.4.2. Defining Monday to Friday Workers

- (i) A Review Committee will be established for the purpose of determining the number, if any, of positions to be reclassified from Seven Day Roster positions to Monday to Friday Day positions in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 13.4.2(i) above, the Review Committee will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 13.4.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on principles agreed between the parties including operational needs.
- (iv) New employee(s) will only be offered a Monday to Friday Roster position if a vacancy exists in this category as determined in clause 13.4.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 39, Industrial Grievance Procedure.

13.4.3 Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a position being reclassified from Monday to Friday to a Seven Day Roster position will be made by the OEH on the basis that:
 - (a) Where an employee employed in a Monday to Friday position performs work on more than:
 - 23 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive a 17% loading; or
 - 11 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive an 8.5% loading,the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the OEH (and the OEH will not unreasonably withhold agreement) to have the position converted to a Seven Day Roster Worker position that attracts the loading; or
 - (b) By agreement between the local manager and delegate, a Monday to Friday Day position is converted to a Seven Day Roster position.
- (ii) Nothing in this clause is intended to derogate from the rights of employees' opt in/opt out rights in clause 13.4.6 below.

13.4.4 Temporary Field Officer - Bushfire Management Program

- (i) This clause contains temporary arrangements for the Enhanced Bush Fire Management Program of 2010. These arrangements will apply for a limited period of 3 years expiring on 30 June 2014 and may be extended for a defined period by agreement between the AWU and management.
- (ii) Field Officers - Bushfire Management Program, Senior Field Officers - Bushfire Management Program, Field Supervisors - Bushfire Management Program and Senior Field Supervisors - Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in clause (ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in clause (ii) can be converted to a Seven Day Roster Worker position in accordance with clause 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive position as a Seven Day Roster Worker, they will be entitled to loading pursuant to clauses 13.4.5 (vii) or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster positions vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

13.4.5. Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in subclause 13.4.5 (ii) except where subclauses 13.4.2, 13.4.3 and 13.4.4 apply.

- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional positions will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to clause 13.4.6. Current employees will retain the loading should they transfer or win a promotion to another position as defined in the default employment category.
- (iv) Ordinary hours for officers are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6 a.m. to 8 p.m., unless otherwise agreed to between the OEH and the officer concerned.
- (v) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) Officers working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the OEH and the officer concerned.
- (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster positions for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (ix) If an officer agrees to work more than the maximum specified in subclauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
- (x) Officers referred to in (vii) or (viii) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

Table 3

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xi) The loading specified in (vii) and (viii) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

13.4.6 Opt Out and Opt in

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
 - (a) clause 13.4.2 being satisfied; and,
 - (b) with written approval from the OEH.

- (ii) Prior to externally advertising a vacant Seven Day Roster position of the same classification that attracts the loading, the position will:

In the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading;

If no employees that have previously opted out accept the offer to opt back in, the position will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

13.4.7 Set Pattern of Hours

- (i) These provisions apply to officers who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the officer and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6.00 a.m. and 8.00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
 - (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
 - (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks notice prior to the commencement of this arrangement shall be given to the Regional Manager where possible, and 2 weeks notice of its cessation,
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

14. Variation of Hours

- 14.1 Where the OEH directs that the set starting and finishing times and/or days to be worked be changed, officers shall be given at least 2 weeks notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between the OEH and the officers within the bandwidth, no penalty is paid.
- 14.3 Where the OEH provides 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the OEH does not provide 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the officer requests a variation to hours and/or days and this is agreed by the OEH, no loading shall be paid.

- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6am to 10pm. The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours notice without the payment of the additional 25% loading penalty

15. Overtime - General

15.1 General

15.1.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the Department; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

15.2 Overtime at Home

15.2.1 Officers covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

16. Meal Breaks

16.1 Unpaid meal break

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, officers shall be allowed at least 30 minutes.

16.2 Paid meal break

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

17. Rest Breaks

17.1 There must be a break of at least ten (10) consecutive hours between an officer's normal finishing time and normal start time.

17.2 Officers required to continue work after their normal 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.

- 17.3 Where an officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.
- 17.4 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 rates until they are released from duty.
- 17.5 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 officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18. Temporary, Casual and School Based Apprentices Work Arrangements

- 18.1 Temporary officers and casual employees will be employed by the Department in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.
- 18.2 Temporary Officers
- 18.2.1 Temporary officers may be employed by the OEH on either a full time or part time basis in any PWG classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on a permanent basis.
- 18.2.2 Temporary officers shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to 9% employer based contributions to First State Superannuation.
- 18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers 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 of employment.
- 18.3 Casual Employees
- 18.3.1 Casual employees shall be engaged by the OEH on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 18.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the Position divided by 260.8929 divided by 7 = Base hourly rate
 - (ii) Rate for Monday to Friday = base hourly rate plus 25%
 - (iii) Rate for Saturday = base hourly rate plus 58%
 - (iv) Rate for Sunday = base hourly rate plus 83%
 - (v) Rate for Public Holidays = base rate plus 158%

The rate of pay of casuals shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

18.3.3 The casual hourly rates of pay are inclusive of all forms of leave, including recreation leave, except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.

18.3.4 Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

18.3.5 Overtime payments for casuals are calculated on the ordinary base hourly rate (the 25% loading is not included).

18.3.6 Except as otherwise provided for in this clause, Casuals shall also receive the benefit of leave entitlements in accordance with Clause 12 (iv); (v); and (vi) of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

18.3.7 Casuals shall be engaged and paid for a minimum of three consecutive hours for each day worked.

18.4 School Based Apprentices

18.4.1 Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subclause 18.4.2 (i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

18.4.2 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

18.4.3 Conversion from a school based apprentice to a full time apprenticeship

- (i) Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

18.4.4 Conditions of Employment

- (i) Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

19. Part-Time Work Arrangements

- 19.1 Part-time work may be available to:
 - 19.1.1 permanent and temporary officers who wish to work part-time in an existing position;
 - 19.1.2 existing full-time or part-time officers applying for promotion or transfer if they are willing to work the approved hours of the position;
 - 19.1.3 Officers recruited and appointed to a position where the approved hours are less than fulltime.
- 19.2 The decision to work part-time is voluntary. No officer shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 19.3 Officers employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the position.
- 19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.
- 19.5 Officers employed on a part time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Officers employed on a part time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part time work arrangement need to be negotiated and agreed to at the outset.

20. Job Sharing

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 The OEH will support officers sharing a position provided that the:
 - 20.2.1 arrangement is fair and equitable to the officers involved;
 - 20.2.2 officers involved in the job sharing arrangement agree to the arrangement;
 - 20.2.3 arrangement can be on a permanent or temporary basis;
 - 20.2.4 arrangement is in the best interests of the smooth functioning of the OEH, ensuring that customer/client OEH relationship is maintained.
- 20.3 The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 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.
- 20.5 The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

21. Public Holidays and Public Service Holiday

- 21.1 General
 - 21.1.1 Unless directed to attend for duty by the Chief Executive or delegate, an officer is entitled to be absent from duty on any day which is:

- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the officer performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the Director-General of Department of Premier and Cabinet (this replaces the Union Picnic Day).

21.1.2 If a declared local holiday falls during an officer's absence on leave, the officer is not to be credited with the holiday.

21.2 Monday to Friday Workers

21.2.1 Those officers required to work on a declared public holiday shall be paid overtime in accordance with clause 15, Overtime - General.

21.2.2 Officers who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

21.3 Seven Day Roster Workers

21.3.1 Officers covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 13, Hours of Work.

21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 13, Hours of Work or clause 15, Overtime - General, as is appropriate.

21.3.3 Provisions of clause 21.3.2 do not apply to an officer who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per clause 14 of this award. The officer will be entitled to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

22. Leave

22.1 General

22.1.1 General leave conditions of officers under this Award shall be regulated in accordance with the provisions contained within:

the Act and Regulation, and

Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award, and

The OEH's policies as agreed and reviewed from time to time.

22.2 Officers employed on a part time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

23. Recreation Leave and Annual Leave Loading

23.1 Recreation Leave

23.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,

23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year.

23.2 Annual Leave Loading

23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

24. Family and Community Service Leave

24.1 The application of Family and Community Service Leave for officers covered by this award shall be in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

25. Excess Travel Time

25.1 Excess Travel Time shall be regulated in accordance with the provisions of Clause 27 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

26. Contact With Officers on Parental and Maternity Leave

26.1 All parties agree to implement the provisions of sub-clause 75.20 of the Crown Employees (Public Service Conditions of Employment) Award 2009 which aims to maintain contact with officers specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.

26.2 It is recognised that some officers may not wish to keep in contact with the OEH while they are on leave.

27. Incident Conditions

27.1 General

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

27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those officers involved in the incident.

27.1.3 Adjustments to hours will be carried forward to the next settlement period.

27.1.4 On successful completion of basic fire fighting training all officers will be issued with appropriate personal protective and other equipment in accordance with the OEH's Fire Management Manual as varied from time to time.

27.1.5 Officers directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation, and 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. Officers will be further compensated by single hourly rate for all hours travelled. Such officers will have the same option as officers called from an Allocated Day Off as in subclause 27.2.5.

27.1.6 'Incident Controller' within this clause means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

27.2 Conditions

27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the officer's substantive salary or as prescribed in clause 27.5 Incident Responsibility Rates, whichever is the greater.

27.2.2 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.

27.2.3 All travel to and from an incident will be paid as if part of the Incident.

27.2.4 If an officer is away from their own Area 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.

27.2.5 Officers required to work on their Allocated Day Off/Rostered Day Off will receive either:

- (i) overtime for the whole shift in addition to the normal pay for the day; or
- (ii) 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.

27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 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.

27.3.3 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.

27.3.4 Where an officer 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, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours, however, officers may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where officers are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Officers shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the OEH's job evaluation process. Only those persons assigned to positions identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

Table 4

	1/07/2008 \$	1/7/2009 \$	1/7/2010 \$	1/7/2011 \$
Crew Member	48,928	50,885	52,920	54,243
Crew Leader	54,972	57,171	59,458	60,944
Sector Commander	61,025	63,466	66,005	67,655
Divisional Commander	69,112	71,876	74,751	76,620
Operations Officer	74,205	77,173	80,260	82,267
Planning Officer	74,205	77,173	80,260	82,267
Logistics Officer	91,898	95,574	99,397	101,882
Incident Controller	101,849	105,923	110,160	112,914
Deputy Incident Controller				
Safety Officer				
Situation Officer				
Situation Unit Leader				
Resource Officer				
Resource Unit Leader				
Air Attack Supervisor				
Air Operations Manager				
Air Observer				
Airbase Manager				

27.5.2 Officers with specific skills assigned to work in any of the identified incident positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For officers on higher duties the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional incident positions has not been determined officers will be paid their substantive hourly rate or for officers on higher duties the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

27.5.5 Officers must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

27.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2012) Award or any successor instrument to that award.

27.6 Payment associated with Incidents

27.6.1 This replaces the provisions of Clause 15, Overtime, in relation to overtime worked in respect of incidents.

27.6.2 Payment will be calculated as follows:

- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.

27.6.3 No officer 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; e.g., 30-45 minutes. Where meals are provided to an officer on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

27.7 Family and Dependent Care During Incident Conditions

27.7.1 The OEH will compensate officers for additional dependent 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.

27.7.2 The OEH will notify a nominated family member or friend as to the whereabouts of officers when extended shifts are required.

27.8 Provision of meals and accommodation whilst working on Incident

27.8.1 The OEH will generally provide meals including breakfast, lunch, and dinner, and provide supper for officers working night shift.

27.8.2 Officers commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.

27.8.3 If no meal is supplied, a payment of \$15.00 per meal is made.

27.8.4 Wherever possible officers will be allowed to return home or the OEH will provide accommodation in a hotel or motel.

27.8.5 Where returning home or to other accommodation is not possible or practical and the officers are required to camp, they will be paid the Field Allowance set out in Clause 7, Allowances, of this Award.

27.9 Standby Associated with Incidents

27.9.1 When an incident is declared appropriately trained and qualified officers may be required to be on standby outside normal rostered working hours.

28. Working from Home

28.1 Supervisors may allow officers to work from home: however, working from home is not to be a routine arrangement.

28.2 Officers covered by this Award may be given approval to work from home from time to time.

28.3 Greater access to working from home is to be given to officers where:

28.3.1 family members are sick; or

28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;

28.3.3 for weekend and night emergency incident management; and

28.3.4 the nature of the work allows for it.

- 28.4 In some cases where family members are sick, officers may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).
- 28.5 When working at home, officers must ensure that they are contactable by their office.
- 28.6 Officers are covered by workers' compensation where prior approval has been given to the officer to work from home.

29. Dependent Care

- 29.1 Where dependents of the officer are sick and require care, the OEH will continue to support the officer in the following ways:
 - 29.1.1 In accordance with Clause 74 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that award; or
 - 29.1.2 Where circumstances allow, an officer may negotiate with their supervisor to work at home.
- 29.2 In circumstances where an officer with a sick dependent is required to attend to work that can not be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 29.3 The OEH will meet the additional costs involved in before or after school care, where an officer is required to work beyond their regular hours, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.

Each application will be determined on its merits.
- 29.4 The parties reaffirm their commitment to providing dependent care assistance:
 - 29.4.1 To enable officers to attend residential training and development activities.
 - 29.4.2 To officers required to work during emergency situations.
 - 29.4.3 To ensure that officers are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 29.5 The OEH will compensate the officer for additional dependent care expenses relating to hours worked during the incident.

30. Families and Field Work

- 30.1 Officers covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 30.2 Officers who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.
- 30.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

31. Training and Development

- 31.1 The parties to this Award confirm a commitment to skill development for officers of the OEH.
- 31.2 The training and development of officers covered by this Award will be linked to the Work and Development System or any replacement Performance Management System agreed to by the parties.

Work and Development Plans will be established through the system and be relevant to the officer's current position and their future career path.

- 31.3 All training and development will be managed and conducted in accordance with the OEH's Learning and Development Framework as varied from time to time.
- 31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable officers with dependent responsibilities to pursue residential training and development opportunities.

32. Study Assistance

- 32.1 The OEH will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 32.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook or subsequent revision.

32.2.1 The following costs associated with courses -

- (i) Higher Education Contribution Help Scheme fee; or
- (ii) TAFE compulsory fees; or
- (iii) Compulsory post-graduate fees; or
- (iv) Compulsory full fee paying course fees

will be reimbursed by the OEH in accordance with the guidelines following.

- 32.3 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and:
 - (i) is their first qualification as an officer of the OEH: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive; or
 - (ii) is their second or successive qualification as an officer of the OEH: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive.
- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause 32.3(i) or \$12,000 in respect of subclause 32.3 (ii) of this clause, where other requirements have been met as in clause 32.6 below.
- 32.5 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the OEH, approval may be given for a maximum of eight annual approvals as set out in 32.4 above.
- 32.6 To be eligible to receive a refund, an officer must:
 - (i) have been employed in the OEH prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (ii) 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
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.

- 32.7 Officers who receive prior approval for study assistance for a particular course, or qualification under the PWG policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under 32.3 (ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under clause 32.3(i) any subsequent application for study assistance will be treated as a second application under subclause 32.3 (ii) of this clause.
- 32.9 The costs associated with courses as outlined in sub-clause 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses 32.3 (i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

33. Training Competency

- 33.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

34. Engagement of Contractors

- 34.1 The OEH is committed to establishing a consultative process regarding the use, including supervision, of contractors by the OEH. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Service Commission, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or be an appropriately qualified person. The parties will consult on the level of supervision required.

35. Anti-Discrimination

- 35.1 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.
- 35.2 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 their 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.
- 35.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 35.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

35.5 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.

35.6 NOTES

35.6.1 Employers and officers may also be subject to Commonwealth anti-discrimination legislation.

35.6.2 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."

36. Redundancy Entitlements

36.1 Redundancy provision payments will be made in accordance with the NSW Government's Managing Excess Employees Policy in the NSW Public Sector, as varied from time to time.

37. Workplace Environment

37.1 The OEH will ensure that all officers are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the Work Health and Safety Act 2011.

37.2 While there are no requirements for office workplaces, the OEH agrees to provide officers covered by this Award with reasonable conditions and space.

37.3 Smoking is prohibited at all indoor PWG workplaces and in OEH vehicles.

38. Housing

38.1 The parties agree to consult on future issues related to OEH-owned housing including the preparation of briefs for valuers.

38.2 All officers occupying a OEH house will be required to sign a tenancy agreement.

39. Industrial Grievance Procedure

39.1 General

39.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

39.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.

39.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the OEH may be represented by an industrial organisation of employers, and the officers of the OEH may be represented by an industrial organisation of officers.

39.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

39.2 Steps to Resolve Industrial Grievances or Disputes

39.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The officer(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of the OEH and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act, I*.

40. Deduction of Union Membership Fees

- 40.1 Each Union shall provide the OEH with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.
- 40.2 The Union(s) shall advise the OEH of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the OEH at least one month in advance of the variation taking effect.
- 40.3 Subject to 40.1 and 40.2 above, the OEH shall deduct Union fortnightly membership fees from the pay of any officer who is a member of the Union in accordance with its rules of membership, provided that the officer has authorised the OEH to make such deductions.
- 40.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Union (s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to officers' Union membership accounts.
- 40.5 Unless other arrangements are agreed by the OEH and the Union (s), all Union membership fees shall be deducted on a fortnightly basis.
- 40.6 Where an officer has already authorised the deduction of Union 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.

41. Saving of Rights

- 41.1 No officer 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.

42. No Extra Claims

- 42.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

43. Area, Incidence and Duration

- 43.1 This Award will apply to officers and casual employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the Parks and Wildlife Group of the Office of Environment and Heritage.
- 43.2 This Award will not apply to officers:
- (i) that transferred to the OEH where these officers occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) that are employed in the Senior Executive Service (SES); or
 - (iii) that are employed in the Botanic Gardens Trust; or
 - (iv) whose conditions of employment are determined by the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award or any successor instrument to that Award including officers who are occupying Field Officer classifications where the position description specifies the position's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or
 - (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2011 or any successor instrument to that Agreement.
- 43.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Award 2009, or any successor instrument to that Award apply to officers covered by this Award.
- 43.4 The Award shall take effect on and from 1 July 2011 and shall remain in force until 30 June 2012, this being the term of the original Award
- 43.5 This Award rescinds and replaces the Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2009 Award published 18 November 2011 (371 I.G. 974) and all other variations made to this Award.

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

CLASSIFICATION/GRADE/YEAR	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING			
	ANNUAL SALARY \$ ROUNDED			
	1 July 2008	1 July 2009	1 July 2010	1 July 2011
	\$	\$	\$	\$
TRADESPERSON				
Tradesperson Level 1	49,475	51,454	53,512	54,850
Tradesperson Level 2	51,025	53,066	55,189	56,569
Tradesperson Level 3	52,814	54,927	57,124	58,552
Tradesperson Level 4	55,573	57,796	60,108	61,611
Tradesperson Level 5 yr 1	56,285	58,536	60,877	62,399
Tradesperson Level 5 yr 2	59,357	61,731	64,200	65,805
Electronics Tradesperson	62,324	64,817	67,410	69,095
TRADES APPRENTICE YEAR (PERCENTAGE)				
1st Year (50%)	24,738	25,728	26,757	27,426
2nd Year (60%)	29,685	30,873	32,107	32,910
3rd Year (75%)	37,107	38,591	40,135	41,138
4th Year (85%)	42,054	43,736	45,485	46,622

Competency Criteria for Skilled Trades

- Level 1 Base trade. Appointees to this level must have appropriate trade qualifications.
- Level 2 Base trade plus the ability to perform general park maintenance duties, when required.
- Level 3 A tradesperson who is able to:
- work with the minimum amount of supervision
 - work with the minimal amount of technical direction
 - solve technical problems
 - meet deadlines
 - ensure quality control of work; and
 - perform general park maintenance duties when required.
- Level 4 Senior Tradesperson
- is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or
- supervises the work of other tradespersons, including setting work priorities and allocating tasks.
- Level 5 Appointment to this level is by competitive selection to advertised vacancies.
- This level includes the Maintenance Supervisor position, which is responsible for the field officers of a district.
- A trade position which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a position at this level.

Progression

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies.

Progression to the next level will be upon completion of 3 additional training modules.

The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

De-Skilling

The classification structure for tradespersons is not designed to promote deskilling of tradespersons.

As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

Table 2 - Salary Schedule For Field Officer Classification

CLASSIFICATION/GRADE/YEAR	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING ANNUAL SALARY \$ ROUNDED			
	1 July 2008 \$	1 July 2009 \$	1 July 2010 \$	1 July 2011 \$
AWU classification - Officers employed from 4/8/05				
Field Officer Base Grade 1/2 - AWU				
Field Officer Base Grade 1 yr1- AWU	37,084	38,567	40,110	41,113
Field Officer Base Grade 1 yr2- AWU	38,020	39,541	41,123	42,151
Field Officer Base Grade 2 yr1- AWU	38,898	40,454	42,072	43,124
Field Officer Base Grade 2 yr2- AWU	40,712	42,340	44,034	45,135
Field Officer Grade 1/4				
Field Officer Grade 1 yr1	37,084	38,567	40,110	41,113
Field Officer Grade 1 yr2	38,020	39,541	41,123	42,151
Field Officer Grade 2 yr1	38,898	40,454	42,072	43,124
Field Officer Grade 2 yr2	40,712	42,340	44,034	45,135
Field Officer Grade 3A yr1	46,455	48,313	50,246	51,502
Field Officer Grade 3A yr2	47,274	49,165	51,132	52,410
Field Officer Grade 4A yr1	48,597	50,541	52,563	53,877
Field Officer Grade 4A yr2	49,475	51,454	53,512	54,850
AWU classification - Existing officers employed prior to 4/8/05				
Field Officer Grade 1/4				
Field Officer Grade 1 yr1	42,876	44,591	46,375	47,534
Field Officer Grade 1 yr2	43,677	45,424	47,241	48,422
Field Officer Grade 2 yr1	44,333	46,106	47,950	49,149
Field Officer Grade 2 yr2	45,182	46,989	48,869	50,091
Field Officer Grade 3A yr1	46,455	48,313	50,246	51,502
Field Officer Grade 3A yr2	47,274	49,165	51,132	52,410
Field Officer Grade 4A yr1	48,597	50,541	52,563	53,877
Field Officer Grade 4A yr2	49,475	51,454	53,512	54,850
Field Officer Grade B3/B4				
Field Officer Grade 3B yr1	46,455	48,313	50,246	51,502
Field Officer Grade 3B yr2	47,274	49,165	51,132	52,410

Field Officer Grade 4B yr1	48,597	50,541	52,563	53,877
Field Officer Grade 4B yr2	49,475	51,454	53,512	54,850
Senior Field Officer/Senior Field Officer Plant Grade 1/2				
Snr Field Off/SFO Plant Gr1 yr1	50,573	52,596	54,700	56,068
Snr Field Off/SFO Plant Gr1 yr2	51,433	53,490	55,630	57,021
Snr Field Off/SFO Plant Gr2 yr1	52,474	54,573	56,756	58,175
Snr Field Off/SFO Plant Gr2 yr2	53,571	55,714	57,943	59,392
Field Supervisor Grade 1/2				
Field Supervisor Gr 1 yr1	55,410	57,626	59,931	61,429
Field Supervisor Gr 1 yr2	56,680	58,947	61,305	62,838
Field Supervisor Gr 2 yr1	57,949	60,267	62,678	64,245
Field Supervisor Gr 2 yr2	59,220	61,589	64,053	65,654
Senior Field Supervisor Grade 1/2				
Snr Field Supervisor Gr 1 yr1	64,249	66,819	69,492	71,229
Snr Field Supervisor Gr 1 yr 2	65,828	68,461	71,199	72,979
Snr Field Supervisor Gr 2 yr1	67,408	70,104	72,908	74,731
Snr Field Supervisor Gr 2 yr 2	68,986	71,745	74,615	76,480

Progression Criteria For Field Officer Classification

Progression Criteria

Field Officers

All Field Officer positions shall be at the level of Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the officer concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Field Officer Grade 1

Appointment to this grade shall be subject to competitive selection for advertised vacancies.

Appointment to this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the officer having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the officer is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

Field Officer (Plant) Grade 3

This is an established position for a full time plant operator.

Appointment to this position shall be subject to:

- (a) the officer having demonstrated the essential competency from the Field Officer Competency schedule and these competencies being certified by the direct supervisor and Regional Manager; and
- (b) the officer possessing the relevant certificates of competency for plant used

Provided further that appointment to Field Officer Plant shall be subject to competitive selection for advertised vacancies or by way of transfer.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

Field Officer (Plant) Grade 4

Progression to this classification has ceased.

Senior Field Officer Grade 1

Appointment to the position of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for officers responsible for direct supervision of National Parks and Wildlife Service officers, volunteers and contractors.

Senior Field Officer (Plant) Grade 1

Appointment to the position of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer (Plant) Grade 4; and
- (b) the officer having demonstrated all the essential competencies as certified by direct supervisor and Regional Manager.

Provided further that appointment to Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

Senior Field Officer Grade 2

Progression to the position of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the officer meeting the competency requirements for appointment to Senior Field Officer Grade 1; and
- (c) the officer having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Senior Field Officer (Plant) Grade 2

Progression to the position of Senior Field Officer (Plant) Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer (Plant) Grade 1;
- (b) competency requirements for appointment to Senior Field Officer Grade 1 (Plant); and
- (c) the officer having demonstrated all essential and 5 desirable competencies for Senior Field Officer Grade 2 (Plant), as certified by direct supervisor and Regional Manager.

Senior Field Officer Grade 3

This is a geographic position which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the positions of Senior Field Officer Grade 3 is subject to:

- (a) the officer having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

Field Supervisor Grade 1

Appointment to the position of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the officer having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

Field Supervisor Grade 2

Progression to the position of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for appointment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor

Appointment to the level of Senior Field Supervisor shall be subject to:

- (a) the officer demonstrating all essential competency requirements for appointment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Appointment to this classification shall be subject to competitive selection for advertised vacancies.

C. G. STAFF J.

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