

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE - PARKS AND WILDLIFE) CONDITIONS OF
EMPLOYMENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 206 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

Arrangement

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Memorandum of Understanding

2. Title

- 2.1 This Award shall be known as Crown Employees (Office of Environment and Heritage - Parks and Wildlife) Conditions of Employment Award.

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

"Area Manager", classification is Assistant District Manager, means a PWG officer designated as such, who obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or other tertiary qualification as deemed equivalent by the Chief Executive of OEH.

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

"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 the head of the Office of Environment and Heritage.

"Contract hours" for the day for a full time officer, means one fifth of the full time contract 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.

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

"Director General" means the Director General of the Department of Premier and Cabinet as established under the *Public Sector Employment and Management Act 2002*.

"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.

"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 OEH 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 of the 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.

"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.

"Memorandum of Understanding" means the document signed by the parties on 10 August 2006.

"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 the Office of Environment and Heritage

"Officer" means an employee in the Parks and Wildlife Group of the OEH 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) Reviewed Award 2012, 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.

"Parties" means the Office of Environment and Heritage and the Association.

"Pattern of hours" can be either flexible working hours, where start/finish times are flexible within the bandwidth of 6 am to 8 pm; or, determined where start/finish times are set.

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

"Project/Research Officer" is an officer designated as such, who has obtained a degree in Science or a related discipline from a recognised university requiring a minimum of three (3) years full time study, or other such qualifications deemed equivalent by the OEH.

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

"Ranger" is an officer in the PWG designated as such, who has obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or such other tertiary qualification as deemed equivalent by the Chief Executive.

"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 flex leave time in lieu or as an allocated day off.

"Senior Ranger" is an officer in the PWG designated as such, who has obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or such other tertiary qualification as deemed equivalent by the Chief Executive.

"Settlement Period" is a four 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 am to 8 pm.

"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 immediate supervisor or manager of the area in which an officer is employed 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 employee 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.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, having regard to its respective coverage.

4. Memorandum of Understanding

- 4.1 The Memorandum of Understanding at Part C was signed by the parties to this award on 10 August 2006 and should, where appropriate be read in conjunction with this award.

5. Salaries

- 5.1 No officer's substantive salary will drop on entering into the Award.
- 5.2 Salaries will be those set out in Annexures 1 - 3.
- 5.3 The salary rates are all inclusive of the following allowances.
- (i) Diving
 - (ii) Kosciusko
 - (iii) Dry Cleaning
 - (iv) Flying
- 5.4 Salaries for Field Officer classifications are inclusive of leave loading.
- 5.5 The salaries contained in Part B, Annexures 1 - 3 of this Award will be adjusted to reflect any variation to Salaries and Allowances in the Crown Employees (Public Sector - Salaries 2011) Award or any successor instrument to that Award.

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 OEH convenience, and limited to salary sacrifice to superannuation in accordance with subclause 6.7.
- 6.2 For the purposes of this clause:
- (i) "salary" means the salary or rate of pay prescribed for the officer's classification by Part B Annexures 1 - 3 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "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:
- (i) a benefit or benefits selected from those approved by the Director-General of the Department of Premier and Cabinet ; and
 - (ii) an amount equal to the difference between the officer's salary, and the amount specified by the Director-General of the 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:
- (i) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (ii) where the OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) 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:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *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:
- (i) 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
 - (ii) 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 Annexures 1 - 3 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The Director-General 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 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 the subclauses 7.2, 7.3 and 7.4 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):

7.1.1 Allowance rates contained in this clause are effective from 1 July 2011.

7.2 Boot Allowance

7.2.1 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 of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director 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 staff 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 paragraph 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 paragraph 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	\$4066.11	\$2845.84
B	\$5421.48	\$3794.82
C	\$6776.88	\$4743.80

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, Wilandra, and including Menindee, Kinchega, Macquarie Marshes and Gunterbooka
Grade "C"	is payable to officers living in the following locations: Fort Grey, Mootwingee, Mount Wood, Nocoleche, 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 Union.

8. On Call for Kosciusko National Park Municipal Services Managed By PWG

- 8.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to officers in the Kosciusko National Park Municipal Services Unit who are directed to be on call.
- 8.2 The payment shall cover all time outside the normal working hours that the officer is required to be available for contact and immediate response to a call.
- 8.3 Only in exceptional circumstances would the OEH require an officer 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.
- 8.4 The allowance shall compensate the officer for minor follow up work that may result from the call.
- 8.5 Where the call results in the officer 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 officer 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.
- 8.6 Where an officer is required to return to work again after the initial call out, the officer shall be paid for the actual time spent attending the second and subsequent call outs.
- 8.7 Extension of this provision to other work areas, classifications or specific jobs will be done in consultation with the Union.

9. Standby Allowance - Including Standby Associated With Declared Incidents

- 9.1 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.
- 9.2 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.
- 9.3 Duty Officer support - a Duty Officer may have access to OEHL after hours contact lists, an OEHL vehicle (with radio), mobile phone and pager (if necessary) dependent on the requirements of the duty to be performed;
- 9.4 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.
- 9.5 Standby rates
- 9.5.1 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.
- 9.5.2 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.

10. Higher Duties

- 10.1 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.
- 10.2 The terms and conditions of the higher duties apply for the duration of the relieving period.
- 10.3 The duties and the proportion of the higher duties allowance shall be mutually agreed to prior to the relieving period.

11. Appointment

- 11.1 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.
- 11.2 Appointment to a higher starting salary point within the level, grade or class than Year 1 will be determined by the Chief Executive or delegate, following assessment of the successful applicant's educational qualifications, past work experience in a related field and/or relevant competency level.

11.3 Rangers - special appointments

- 11.3.1 An officer possessing a minimum of a three year degree from a recognised university at time of appointment, shall commence at Ranger Grade 1 Skill Level 1.
- 11.3.2 An officer possessing a minimum of a 4 year full-time equivalent degree (including Honours year or a teaching diploma in addition to a three year degree) from a recognised university at time of appointment, shall commence at Ranger Grade 1 Skill Level 2.
- 11.3.3 An officer possessing a Masters Degree or a Doctorate from a recognised university at the time of appointment, shall commence at Ranger Grade 1 Skill Level 3.
- 11.3.4 Appointment to a higher salary than those described above, shall be based on the officer having demonstrated competencies in accordance with the attached schedule which are assessed by the Area Manager and approved by the delegated officer.

11.4 Project/Research Officers - special appointments

- 11.4.1 An officer with a three year degree in Science or related discipline from a recognised university will commence at Project Officer Grade 1 Year 1.
- 11.4.2 An officer with a four (4) year degree in Science or related discipline from a recognised university (including an Honours year or a teaching diploma in addition to a 3 year degree) will commence at Project Officer Grade 1 Year 2.
- 11.4.3 An officer with a Masters degree or a Doctorate from a recognised university will commence at Project Officer Grade 1 Year 3.

12. Progression

- 12.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.
- 12.2 Increments shall be processed by supervisors within one month of receipt.
- 12.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 12.4 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.
- 12.5 Progression and competency application for field officer, ranger, project/research officer classifications
 - 12.5.1 Progression within levels or grades shall be by annual increment unless otherwise specified in Annexures 1-3.
 - 12.5.2 Increments shall be processed by supervisors within one month of receipt.
 - 12.5.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
 - 12.5.4 Progression and competency applications shall be processed by supervisors within three months of receipt.
 - 12.5.5 Progression to a higher level or grade shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels or grades.

13. Project Teams

- 13.1 The Chief Executive or nominee may request officers to perform work in a designated project team.
- 13.2 An officer may decline an offer to work in a designated project team.
- 13.3 When undertaking work in a designated project team, the officer shall be paid:
 - (i) the rate for the job as determined by job evaluation; or
 - (ii) at least one salary level higher than their substantive rate.
- 13.4 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.
- 13.5 Project team jobs may be either full-time or part-time.

14. Hours of Work

14.1 General

- 14.1.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of officers.
- 14.1.2 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 to exceptions (other than declared incidents).
- 14.1.3 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.
- 14.1.4 Officers, except those classified as Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the officer agrees.
- 14.1.5 The parties agree that the appropriate level of service is maintained between the hours of 8.30 am and 4.30 pm on weekdays consistent with the Guarantee of Service Policy.
- 14.1.6 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).
- 14.1.7 Pattern of hours is the way hours are worked each settlement period; i.e., start/finish times and days of the week for 7 day roster workers.
- 14.1.8 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.
- 14.1.9 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 14.1.10 Hours of work for positions and/or classifications will be as set out in subclause 14.2.
- 14.1.11 Permanent changes to the pattern of hours for an officer is subject to consultation with the officer and/or the Union.

14.2 Ordinary hours may be organised as follows:

14.2.1 Monday to Friday Workers

- (i) Ordinary hours to be worked from Monday to Friday (inclusive).
- (ii) 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 16, Overtime General of this Award.

14.2.2 Defining Monday to Friday Workers

- (i) A Review Committee will be established for each National Parks and Wildlife Service region 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 14.2.2(i) above, the Review Committees will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 14.2.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on operational needs.
- (iv) New employee(s) will be offered a Monday to Friday Roster position if a vacancy exists in this category as determined in clause 14.2.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 42, Industrial Grievance Procedure

14.2.3 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) annually in the case of employees who receive a 17% loading; or
 - 11 weekend days and/or public holiday (total) annually 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 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 14.2.5 below.

14.2.4 Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in subclause 14.2.4(ii) except where subclauses 14.2.2 or 14.2.3 apply.

- (ii) Seven day roster workers include the following classifications; Rangers, Senior Rangers, Assistant District Managers, 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) This provision will also relate to specifically identified positions where the working of a seven day operation is necessary for the efficient and effective operation of the position. Identification of positions that are to be designated seven day roster workers will be done in consultation with the union.
- (iv) 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 14.2.5. Current employees will retain the loading should they transfer or win a promotion to another position as defined in the default employment category.
- (v) Ordinary hours for officers specified in subclauses 14.2.4(ii) and 14.2.4 (iii) are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00a.m. to 8:00p.m., unless otherwise agreed to between the OEH and the officer concerned
- (vi) Officers working this pattern of hours are to have at least two consecutive full days off per week, unless otherwise agreed to between the OEH and the officer concerned.
- (vii) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (viii) A loading of 17% of annual base salary is payable to Rangers, Field Officers and Senior Field Officers for working up to a maximum of 45 combined weekend days (i.e. Saturdays and Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (ix) A loading of 8.5% of annual base salary is payable to Senior Rangers, Assistant District Managers, Field Supervisors and Senior Field Supervisors for working up to a maximum of 22 combined weekend days (i.e. Saturdays and Sundays), and 3 Public Holidays and is paid in lieu of all other penalty rates.
- (x) If an officer agrees to work more than the maximum specified in subclauses (viii) or (ix) of this clause, no additional payments or day in lieu shall be made.
- (xi) Officers referred to in subclauses (viii) or (ix) 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

- (xii) The loading specified in subclauses (viii) and (ix) 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.

14.2.5 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 14.2.2 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.

14.2.6 Twenty Four Hour Bandwidth Workers

- (i) A 24-hr bandwidth, inclusive of weekends and public holidays, may be implemented for officers required to undertake or assist in duties including but not limited to law enforcement and surveillance as part of their normal duties. A 24-hr bandwidth provides the OEH with the flexibility required to ensure that such essential and/or urgent tasks, surveillance work, and field work are conducted in an efficient and timely manner.
- (ii) Ordinary hours to be worked from Monday to Sunday (inclusive).
- (iii) Ordinary hours to be worked at any time within a 24-hour bandwidth, with no fixed core time.
- (iv) Except as otherwise provided, all approved time worked in excess of 140 hours per settlement period of 4 weeks shall be paid as overtime.
- (v) Officers who are required to work their ordinary hours in a 24 hour bandwidth will 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 officer having 2 days off per week;
 - (d) An officer not being directed to work more than 12 consecutive days without the payment of overtime;
 - (e) An officer not being directed to work more than 2 consecutive weekends; and
 - (f) An officer not being directed to work more than 75 days field work per annum.
- (vi) A loading of 9.7% shall be paid to all officers working on a 24-hour bandwidth in lieu of any other penalty rates for working ordinary hours on weekends and public holidays.
- (vii) A 24 hr bandwidth will not be implemented where the provisions as per the seven day roster - see clause 14.3 of this Award - will accommodate the operational requirements of the PWG.
- (viii) Implementation of a 24 hr bandwidth in PWG will only occur following consultation and agreement of the union.

14.3 Set Pattern of Hours

- 14.3.1 These provisions apply to officers in the Field Officer classification who work a set pattern of hours within each 4 week roster period.
- 14.3.2 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.
- 14.3.3 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.
- 14.3.4 The set pattern of ordinary hours of work, exclusive of meal breaks can be worked as:
- (i) five 7 hour 22 minute days with 22 minutes accruing towards an allocated day off each 4 week roster period; or
 - (ii) four 9 hour 20 minute days with 35 minutes accruing towards an allocated day off each 4 week roster period.
- 14.3.5 The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval. The officer shall give 2 weeks notice prior to the commencement of this arrangement to the Area or Regional Manager, where possible and 2 weeks notice of its cessation, by mutual agreement.
- 14.3.6 Any paid leave, eg recreation leave, sick leave or Family and Community Service leave, and any public holiday occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- 14.3.7 Days taken as leave without pay do not accrue any time towards an allocated day off.

15. Variation of Hours

- 15.1 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.)
- 15.2 Where the hours and/or days are varied by mutual agreement between the OEH and the officer within the bandwidth, no penalty is paid.
- 15.3 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.
- 15.4 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.
- 15.5 Where the officer requests a variation to hours and/or days and this is agreed by the OEH, no loading shall be paid.
- 15.6 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 6:00am to 10:00pm for the Award classifications that are covered by the Set Patterns of Hours clause (clause 14.3). The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each year to be worked under this agreed arrangement. Such employees during the 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.

16. Overtime - General

16.1 General

16.1.1 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.

16.1.2 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 OEH; or
- (ii) Outside the bandwidth, except where such work is associated with incidents as defined.

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

16.2 Overtime at Home

16.2.1 Officers covered by this Award may work overtime from home where the nature of work allows for it and prior approval has been sought and given.

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

17. Meal Breaks

17.1 Unpaid Meal Breaks

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

17.1.2 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.

17.2 Paid Meal Breaks

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

17.2.2 A meal break of 30 minutes shall be taken no later than two hours after the commencement of overtime.

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

18. Rest Breaks

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

18.2 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.

18.3 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.

19. Flexible Working Hours

- 19.1 So as to ensure consistent application and the orderly implementation of the new provisions across the OEH the commencement date for the provisions set out in this clause of the Award shall be as agreed between the parties.
- 19.2 Ordinary Working Hours
- 19.2.1 Full-time ordinary working hours shall be an average 35 hours per week over a 4 week period.
- 19.3 Bandwidth
- 19.3.1 Bandwidth is the period during the day when officers may record time worked.
- 19.3.2 Standard Bandwidth
- (i) The Standard Bandwidth commences at 6:00 a.m. and ceases at 8:00 p.m. for officers in positions classified as Ranger, Senior Ranger and Assistant District Manager. For all other officers the Standard Bandwidth is 6:00 a.m. to 6:00 p.m. unless the officer has agreed to work their ordinary hours in a wider bandwidth until 8:00 p.m. The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break). This will be the bandwidth that an officer covered by this award operates under unless their bandwidth is varied as per clause 15 above.
- (ii) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval by the appropriate delegate has been granted for such a variation. A variation may apply to a group of officers or an individual officer.
- 19.4 Guarantee of Service
- 19.4.1 This is the specified period during the day between the hours of 8:30 a.m. and 4:30 p.m. on a weekday when an appropriate level of service is maintained in PWG work locations.
- 19.5 Accrual and the taking of flex leave
- 19.5.1 Officers are able to take 14 hours, ie two days (2) flex leave days, off in a settlement period as long as they have accumulated enough hours to do so.
- 19.5.2 With prior management approval, officers may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flex leave days in a settlement period, to be taken at a mutually convenient time.
- 19.5.3 Officers who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.
- 19.5.4 Supervisors will have full and open 24 hour access to Officers' time sheet records and records pertaining to an officer's flex leave.
- 19.5.5 Officers may carry forward to the next settlement period, in accordance with paragraphs 19.5.1 and 19.5.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.
- 19.5.6 Flex leave can be taken at either the beginning or end of a period of leave.
- 19.5.7 Flex leave can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flex time balance.
- 19.5.8 Officers must have prior approval before taking flex leave.

- 19.5.9 On cessation of duty Flex Credits will be dealt with in accordance with subclause 21.14 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award.

20. Temporary and Casual Work Arrangements

- 20.1 Temporary and casual employees will be employed by the OEH in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.

20.2 Temporary Officers

- 20.2.1 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.

- 20.2.2 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.

- 20.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to 9% employer based contributions to First State Superannuation.

- 20.2.4 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.

20.3 Casual Employees

- 20.3.1 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.

- 20.3.2 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%

- 20.3.3 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.

- 20.3.4 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the Long Service Leave Act 1955. Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

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

- 20.3.6 Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award:
- (i) Unpaid parental leave in accordance with subclause 12.5.4
 - (ii) Personal Carer's entitlement in accordance with subclause 12.6 and
 - (iii) Bereavement entitlement in accordance with subclause 12.7
- 20.3.7 This entitlement is also set out in this Award at Annexure 4 - Casual Leave Entitlements.
- 20.3.8 Casuals shall be engaged and paid for a minimum of three consecutive hours for each day worked.

21. Part-Time Work Arrangements

21.1 Part-time work may be available to:

- (i) permanent and temporary officers who wish to work part-time in an existing position;
- (ii) existing full-time or part-time officers applying for promotion or transfer if they are willing to work the approved hours of the position;
- (iii) officers recruited and appointed to a position where the approved hours are less than fulltime.

21.1.1 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.

21.1.2 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.

21.1.3 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.

21.1.4 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.

21.1.5 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 agreed part-time hours any arrangements to alter the existing part time work arrangement need to be negotiated and agreed to at the outset.

22. Job Sharing

22.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.

22.2 The OEH will support officers sharing a position provided that:

- (i) the arrangement is fair and equitable to the officers involved;
- (ii) the officers involved in the job sharing arrangement agree to the arrangement;
- (iii) the arrangement can be on a permanent or temporary basis;

- (iv) the arrangement is in the best interests of the smooth functioning of the OEH, ensuring that customer/client-OEH relationship is maintained.
- 22.3 The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 22.4 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.
- 22.5 The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

23. Public Holidays and Public Service Holiday

23.1 General

23.1.1 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 the Department of Premier and Cabinet.

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

23.2 Monday to Friday Workers

23.2.1 Those officers required to work on a declared public holiday shall be paid overtime in accordance with clause 16, Overtime.

23.2.2 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.

23.3 Seven Day Roster Workers

23.3.1 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 14, Hours of Work.

23.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 14, Hours of Work or clause 16, Overtime - General; as is appropriate.

23.3.3 Provisions of paragraph 23.3.2 do not apply to an officer who is required to work on a Public Service Holiday and this is not included in 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.

23.4 Twenty Four Hour Bandwidth Workers

23.4.1 Officers working a twenty four hour bandwidth may be required to work ordinary hours on a declared public holiday, a declared local holiday or a public service holiday.

23.4.2 Such officers shall not receive any additional payment for ordinary hours worked on a declared public holiday or a public service holiday.

23.4.3 Such officers shall not receive an additional day off or annual leave day for ordinary time worked on a declared public holiday or public service holiday.

24. Leave

24.1 General

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

- (i) the Act and Regulation, and
- (ii) Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award, and
- (iii) The OEH's policies as agreed and reviewed from time to time.

24.1.2 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.

25. Recreation Leave and Annual Leave Loading

25.1 Recreation Leave

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

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

25.1.3 For Twenty Four Hour Bandwidth Workers paid recreation leave accrues at the rate of 30 days per year.

25.2 Annual Leave Loading

25.2.1 Annual Leave loading for Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

25.2.2 Annual Leave loading for 7 Day Roster Workers and Twenty Four Hour Bandwidth Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

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

26. Family and Community Service Leave

26.1 Family and Community Service Leave for officers covered by this award shall accrue and be granted in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award howsoever named and as varied from time to time.

27. Excess Travel Time

27.1 Time spent travelling, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award:

- (i) Before the agreed bandwidth commences, and up to 1 hour thereafter, and from one hour prior to the end of the agreed bandwidth; or
 - (ii) commencing a set pattern of hours as per subclause 14.3 shall be able to be claimed as 'Travelling time'.
- 27.2 Provided that travelling time shall not include any period of travel between 11.00 p.m. on any one day and the start of the officer's bandwidth on the following day where the officer has travelled overnight and sleeping facilities have been provided for the officer.
- 27.3 Where organisational requirements prevent an officer taking Time Off In Lieu for Excess Travelling Time within the timeframe under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award it will be paid out by application.
- 27.4 The accrued time in lieu may be added to the officer's Accrued Flex hours under subclause 19.5 to be taken at a mutually convenient time but at all times the nature of the time being accrued i.e. time in lieu or flex time, must be clearly distinguished and recorded by the officer.

28. Contact With Officers on Parental and Maternity Leave

- 28.1 All parties agree to implement the provisions of subclause 75.20 of the Crown Employees (Public Service Conditions of Employment) Award 2009 and which aims to maintain contact with officers specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.
- 28.2 It is recognised that some officers may not wish to keep in contact with the OEH while they are on leave.

29. Incident Conditions

- 29.1 General
- 29.1.1 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.
 - 29.1.2 Flexible Working Hours Arrangements and bandwidths will be suspended at the time of the incident being declared for those officers involved in the incident.
 - 29.1.3 Adjustments to hours will be carried forward to the next settlement period.
 - 29.1.4 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.
 - 29.1.5 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 or Flexi Day Off as in paragraph 29.2.5 of this Award.
 - 29.1.6 '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.

29.2 Conditions

- 29.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the officer's substantive salary or as prescribed in subclause 29.5 Incident Responsibility Rates, whichever is the greater.
- 29.2.2 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.
- 29.2.3 All travel to and from an incident will be paid as if part of the Incident.
- 29.2.4 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.
- 29.2.5 Officers required to work on their Allocated Day Off/Flexi Day/Rostered Day Off will be 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.
- 29.2.6 This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

29.3 Start and Finish Times

- 29.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.
- 29.3.2 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.
- 29.3.3 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.
- 29.3.4 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 plus 30 minutes.

29.4 Shift arrangements during Incidents

- 29.4.1 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).
- 29.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.
- 29.4.3 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 flexi days or flex leave 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.

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

29.5 Incident responsibility rates

29.5.1 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				

29.5.2 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 or on temporary appointment the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period or temporary appointment.

29.5.3 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 or temporary appointment the hourly rate that they were paid when the incident was declared for the duration of their relieving period or temporary appointment.

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

29.5.5 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.

29.5.6 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.

- 29.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2008) Award or any successor instrument to that Award.
- 29.6 Payment associated with Incidents
- 29.6.1 This replaces the provisions of clause 16, Overtime, in relation to overtime worked in respect of incidents.
- 29.6.2 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.
- 29.6.3 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.
- 29.7 Family and Dependent Care During Incident Conditions
- 29.7.1 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.
- 29.7.2 The OEH will notify a nominated family member or friend as to the whereabouts of officers when extended shifts are required.
- 29.8 Provision of meals and accommodation while working on Incident
- 29.8.1 The OEH will generally provide meals including breakfast, lunch, and dinner, and provide supper for officers working night shift.
- 29.8.2 Officers commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.
- 29.8.3 If no meal is supplied, a payment of \$15.00 per meal is made.
- 29.8.4 Wherever possible officers will be allowed to return home or the OEH will provide accommodation in a hotel or motel.
- 29.8.5 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 subclause 7.3, Allowances, of this Award.
- 29.9 Standby Associated with Incidents
- 29.9.1 When an incident is declared appropriately trained and qualified officers may be required to be on standby outside normal rostered working hours.
- 29.9.2 These provisions do not apply to classifications where standby is a usual and regular part of their duties such as sewage treatment plant officers. Such classifications will be paid on call allowance in accordance with the provisions of clause 8 of this Award.

30. Working from Home

- 30.1 Supervisors may allow officers to work from home; however, working from home is not to be a routine arrangement.

- 30.2 Officers covered by this Award may be given approval to work from home from time to time.
- 30.3 Greater access to working from home is to be given to officers where:
- (i) family members are sick; or
 - (ii) where a project/report requires urgent completion and for productivity reasons working from home will achieve this;
 - (iii) for weekend and night emergency incident management; and
 - (iv) where the nature of the work allows for it.
- 30.4 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).
- 30.5 When working at home, officers must ensure that they are contactable by their office.
- 30.6 Officers are covered by workers' compensation where prior approval has been given to the officer to work from home.

31. Dependent Care

- 31.1 Where dependents of the officer are sick and require care, the OEH will continue to support the officer in the following ways:
- (i) Family and community service leave may be taken by an officer to attend to any medical needs a dependent may have; or
 - (ii) Where circumstances allow, an officer may negotiate with their supervisor to work at home.
- 31.2 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.
- 31.3 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.

- 31.4 The parties reaffirm their commitment to providing dependent care assistance:
- (i) To enable officers to attend residential training and development activities.
 - (ii) To officers required to work during emergency situations
 - (iii) To ensure officers are able to perform duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 31.5 The OEH will compensate the officer for additional dependent care expenses relating to hours worked during an incident.

32. Families and Field Work

- 32.1 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.

- 32.2 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.
- 32.3 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.

33. Training and Development

- 33.1 The parties to this Award confirm a commitment to skill development for officers of the OEH.
- 33.2 The training and development of officers covered by this Award will be linked to the Performance 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.
- 33.3 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.
- 33.4 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.

34. Study Assistance

- 34.1 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.
- 34.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook or subsequent revision.
- 34.3 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 feeswill be reimbursed by the OEH in accordance with the guidelines following.
- 34.4 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 OEH: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Chief Executive; or
 - (ii) is their second or successive qualification as an officer of DECC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Chief Executive.
- 34.5 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 paragraph 34.4 (i) or \$12,000 in respect of paragraph 34.4 (ii) of this clause, where other requirements have been met as in subclause 34.7 below.

- 34.6 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 subclause 34.4 above.
- 34.7 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.
- 34.8 Officers who receive prior approval for study assistance for a particular course, or qualification under either the EPA, NPWS or Resource NSW 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 paragraph 34.4 (ii).
- 34.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 34.4 (i) any subsequent application for study assistance will be treated as a second application under paragraph 34.4 (ii) of this clause.
- 34.10 From the 1st January 2008 staff who seek financial assistance for study, will be covered by the new provisions set out in the MOU.
- 34.11 The costs associated with courses as outlined in paragraphs 34.3(i)-(iv) 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 paragraphs 34.4 (i) and 34.4 (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

35. Training Competency

- 35.1 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.

36. Engagement of Contractors

- 36.1 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.
- 36.2 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.

37. Anti-Discrimination

- 37.1 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.
- 37.2 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.

37.3 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.

37.4 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.

37.5 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.

NOTES

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

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

38. Redundancy Entitlements

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

39. Workplace Environment

39.1 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*.

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

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

40. Housing

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

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

41. Consultation and Monitoring

41.1 The parties agree to continued consultation to ensure the implementation of more flexible work patterns and arrangement in accordance with the requirements of the Memorandum of Understanding (August 2006).

42. Industrial Grievance Procedure

42.1 General

- 42.1.1 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.
- 42.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.
- 42.1.3 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.
- 42.1.4 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.

42.2 Steps to Resolve Industrial Grievances or Disputes

- 42.2.1 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 1996*.

43. Deduction of Union Membership Fees

- 43.1 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales shall provide the OEH with a schedule setting out its fortnightly membership fees payable by its members in accordance with its rules.
- 43.2 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales shall advise the OEH of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of its fortnightly membership fees payable shall be provided to the OEH at least one month in advance of the variation taking effect.
- 43.3 Subject to subclauses 43.1 and 43.2 above, the OEH shall deduct the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales fortnightly membership fees from the pay of any officer who is a member of the Association in accordance with its rules, provided that the officer has authorised the OEH to make such deductions.
- 43.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales together with all necessary information to enable it to reconcile and credit subscriptions to officers' membership accounts.
- 43.5 Unless other arrangements are agreed by the OEH and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, all Union membership fees shall be deducted on a fortnightly basis.
- 43.6 Where an officer has already authorised the deduction of Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales 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.

44. Saving of Rights

- 44.1 At the time of making this Award, 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 condition of employment as a consequence of making this Award.

45. No Extra Claims

- 45.1 It is a term of this award that the union will not pursue any additional claims or improvements to wages and/or conditions of employment during the term of the award.
- 45.2 The Union reserves the right to pursue increases in respect to Remote Areas allowance as defined under subclause 7.4 of this Award.

46. Area, Incidence and Duration

- 46.1 This Award will apply to officers and casual employees in classifications covered by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, employed within the Parks and Wildlife Group of the Office of Environment and Heritage.
- 46.2 This Award will not apply to officers:
- (i) transferred to the Department 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) employed in the Senior Executive Service (SES); or
 - (iii) employed in the Botanic Gardens Trust; or

- (iv) whose current conditions and entitlements are determined by the Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2011 Award or any successor instrument to that Award; or
- (v) whose current conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2011 or any successor instrument to that Agreement.
- 46.3 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 4 April 2012.
- 46.4 Changes made to this Award subsequent to it being published on 8 February 2008 (364 I.G. 867) have been incorporated into this Award as part of the review.
- 46.5 The Award remains in force until varied or rescinded, the period for which it was made having already expired.
- 46.7 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.

PART B

ANNEXURE 1

Salary Schedule for Ranger Classifications

Classification and Grades	1.7.07 Per annum \$	1.7.08 Per annum \$	1.7.09 Per annum \$	1.7.10 Per annum \$	1.7.11 Per annum \$
Ranger Classification					
Trainee Rangers					
1st year of service	41,487	43,146	44,872	46,667	47,834
2nd year of service	42,232	43,921	45,678	47,505	48,693
3rd year of service	43,505	45,245	47,055	48,937	50,161
4th year of service	44,285	46,056	47,899	49,815	51,060
5th year of service	44,745	46,535	48,396	50,332	51,590
6th year of service	45,392	47,208	49,096	51,060	52,336
Rangers					
Grade 1					
1st level	45,392	47,208	49,096	51,060	52,336
2nd level	47,178	49,065	51,028	53,069	54,396
3rd level	49,810	51,802	53,874	56,029	57,430
4th level	53,385	55,520	57,741	60,051	61,552
5th level	58,841	61,195	63,642	66,188	67,843
6th level	62,285	64,776	67,367	70,062	71,814
Grade 2					
1st year	63,526	66,067	68,710	71,458	73,245
2nd year	65,412	68,028	70,750	73,580	75,419
3rd year	67,402	70,098	72,902	75,818	77,714
4th year	70,112	72,916	75,833	78,866	80,838
Senior Ranger					
1st year & thereafter	75,353	78,367	81,502	84,762	86,881

Assistant District Manager					
Grade 1	77,599	80,703	83,931	87,288	89,471
Grade 2	83,038	86,360	89,814	93,406	95,742
Grade 3	89,751	93,341	97,075	100,958	103,482
Grade 4	93,557	97,299	101,191	105,239	107,870
District Manager					
Grade 1	79,784	82,975	86,294	89,746	91,990
Grade 2	85,515	88,936	92,493	96,193	98,598
Grade 3	93,557	97,299	101,191	105,239	107,870
Grade 4	99,419	103,396	107,532	111,833	114,629
Grade 5	103,798	107,950	112,268	116,759	119,678

Progression Criteria

Rangers

All ranger positions shall be at the level of Grade 1/2. Progression shall be subject to the ranger meeting the required progression criteria and competency levels as set out in the competency document

Where an employee fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the employee concerned. The discussion should also identify areas where additional competencies or necessary training are required.

Progression

Trainee Ranger

Progression from level to level shall be subject to:

- (a) the successful completion of 6 subjects; and
- (b) satisfactory service at the previous salary level.

Progression from Trainee Ranger to Ranger Grade 1 shall be subject to the employee having successfully completed a 3 year degree from a recognised university in a discipline appropriate to the field operations of the Service, and satisfactory work performance.

Ranger Grade 1/2

Progression from level to level within Grade 1 shall be upon the attainment of the competencies set out in the attached schedule. Rangers will be initially appointed to Level 1 or such other level as is appropriate to their qualifications and competency levels. Once the ranger has obtained the competencies at Level 1 and has been at that level for at least 6 months, they can apply to be assessed for progression to Level 2.

Progression from Grade 1 to Grade 2 shall be subject to:

- (a) completion of 12 months satisfactory service at Ranger Grade 1 Skill Level 6;
- (b) the employee having demonstrated competency in specific skills as shown in the schedule; and
- (c) the Chief Executive being satisfied that the employee's performance and nature and quality of work performed warrants progression.

Qualifications - grandfathered provisions

As of 1 April, 2000, all new officers appointed to Ranger, Senior Ranger, Assistant District Manager, and District Manager classifications must have an appropriate degree.

Officers employed prior to 1 April 2000 who have an Associate Diploma in an appropriate discipline to the field operations of the OEH are encouraged to update their qualification to degree level for promotional purposes. Officers updating their qualifications will be eligible for study assistance.

ANNEXURE 2

Salary Schedule for Project/Research Officer Classification

Classification and Grades	1.7.07 Per annum \$	1.7.08 Per annum \$	1.7.09 Per annum \$	1.7.10 Per annum \$	1.7.11 Per annum \$
Grade 1					
1st year	47,011	48,891	50,847	52,881	54,203
2nd year	48,519	50,460	52,478	54,577	55,942
3rd year	52,928	55,045	57,247	59,537	61,025
4th year	57,064	59,347	61,720	64,189	65,794
5th year	61,174	63,621	66,166	68,812	70,533
Grade 2*					
1st year	65,527	68,148	70,874	73,709	75,552
2nd year	67,445	70,143	72,949	75,866	77,763
3rd year	69,468	72,247	75,137	78,142	80,096
Grade 3*					
1st year	72,966	75,885	78,920	82,077	84,129
2nd year	75,308	78,320	81,453	84,711	86,829
3rd year	77,639	80,745	83,974	87,333	89,517
4th year	79,186	82,353	85,648	89,073	91,300
Grade 4*					
1st year	79,945	83,143	86,469	89,927	92,175
2nd year	82,244	85,534	88,955	92,513	94,826
Grade 5					
1st year	86,414	89,871	93,465	97,204	99,634
2nd year	90,080	93,683	97,431	101,328	103,861
Grade 6					
1st year	95,722	99,551	103,533	107,674	110,366
2nd year	96,726	100,595	104,619	108,804	111,524
*Progression criteria applies					

Salary Schedule for Project Officer (Aboriginal Positions) Classification

This classification applies to positions responsible for the management of Aboriginal cultural heritage and/or Aboriginal sites, where Aboriginality is a legitimate and essential selection criteria and the Service determines that a degree is not necessary.

Classification and Grades	1.7.07 Per annum \$	1.7.08 Per annum \$	1.7.09 Per annum \$	1.7.10 Per annum \$	1.7.11 Per annum \$
Project Officer (Aboriginal Positions)					
Grade 1					
1st year	47,011	48,891	50,847	52,881	54,203
2nd year	48,519	50,460	52,478	54,577	55,942
3rd year	52,928	55,045	57,247	59,537	61,025
4th year	57,064	59,347	61,720	64,189	65,794
5th year	61,174	63,621	66,166	68,812	70,533
Grade 2*					
1st year	65,527	68,148	70,874	73,709	75,552
2nd year	67,445	70,143	72,949	75,866	77,763
3rd year	69,468	72,247	75,137	78,142	80,096

Grade 3*					
1st year	72,966	75,885	78,920	82,077	84,129
2nd year	75,308	78,320	81,453	84,711	86,829
3rd year	77,639	80,745	83,974	87,333	89,517
4th year	79,186	82,353	85,648	89,073	91,300
Grade 4*					
1st year	79,945	83,143	86,469	89,927	92,175
2nd year	82,244	85,534	88,955	92,513	94,826
Grade 5					
1st year	86,414	89,871	93,465	97,204	99,634
2nd year	90,080	93,683	97,431	101,328	103,861
Grade 6					
1st year	95,722	99,551	103,533	107,674	110,366
2nd year	96,726	100,595	104,619	108,804	111,524
*Progression criteria applies					

Progression

Project/Research Officer Grade 1

Appointment to Project/Research Officer Grade 1 shall be by competitive selection for advertised vacancies.

Project/Research Officer Grade 2

Progression from Project/Research Officer Grade 1 to Project/Research Officer Grade 2 shall be by:

- (a) 12 months satisfactory service on the maximum salary of Project/Research Officer Grade 1; and
- (b) the employee having demonstrated a capacity to undertake research involving a degree of originality and independence or to perform work of equivalent importance or value; or
- (c) in the case of an employee not employed on research, the employee having demonstrated ability and initiative in the performance of his/her duties and the nature and quality of the work performed warrants such progression.

Project/Research Officer Grade 3

Progression from Project/Research Officer Grade 2 to Project/Research Officer Grade 3 shall be by:

- (a) 12 months service on the maximum salary of Project/Research Officer Grade 2; and
- (b) the Chief Executive being satisfied that he/she is responsible to the Head of the Unit for all of the work carried out in his/her individual field and has made original contributions of a recognised high scientific level in his/her professional field of work and that he/she is recognised as an authority therein; or
- (c) in the case of an employee engaged primarily in applied or adaptive research, the Chief Executive being satisfied that he/she is responsible to the Director for all applied or adaptive research in his/her particular field of work and is recognised as an authority therein; or
- (d) in the case of an employee primarily engaged in advisory work, the Chief Executive being satisfied that the quality of the work of the employee warrants such progression.

Project/Research Officer Grade 4

Progression from Project/Research Officer Grade 3 to Project/Research Officer Grade 4 shall be by:

- (a) 12 months satisfactory service on the salary of Project/Research Officer Grade 3 Year 3; and

- (b) the employee's qualifications, ability, reputation, standing and work in the employee's professional field, or the extent to which the employee is required to supervise and give professional direction of a significant nature to officers of an equivalent salary/grade are, or is such, that he/she would not continue to be fairly remunerated at the level of the salary prescribed in this Award or equivalent classification. Any decision as to the employees to whom such salary shall be payable shall be that of the Chief Executive.

Project/Research Officer Grades 5 and 6

Appointment to this grade shall be by way of competitive selection for advertised vacancies.

Performance Review Committee

Suitability for progression to Project Officer Grade 3 and Grade 4 will be evaluated by a Performance Review Committee comprising:

- (a) the relevant Director or nominee;
- (b) an independent person having professional status in the field relevant to the Project/Research Officer's area of expertise; and
- (c) a representative of the Public Service Commission.

ANNEXURE 3

Salary Schedule for Field Officer Classification

Classification and Grades	1.7.07 Per annum - \$	1.7.08 Per annum - \$	1.7.09 Per annum - \$	1.7.10 Per annum - \$	1.7.11 Per annum - \$
Field Officer Base Grade 1/2: Employees engaged on or after 1 July 2007					
Grade 1					
Year 1	35,658	37,084	38,567	40,110	41,113
Year 2	36,558	38,020	39,541	41,123	42,151
Grade 2					
Year 1	37,402	38,898	40,454	42,072	43,124
Year 2	39,146	40,712	42,340	44,034	45,135
Field Officer Grade 1/4: Employees engaged on or after 1 July 2007					
Grade 1					
Year 1	35,658	37,084	38,567	40,110	41,113
Year 2	36,558	38,020	39,541	41,123	42,151
Grade 2					
Year 1	37,402	38,898	40,454	42,072	43,124
Year 2	39,146	40,712	42,340	44,034	45,135
Grade 3 (A)					
Year 1	44,668	46,455	48,313	50,246	51,502
Year 2	45,456	47,274	49,165	51,132	52,410
Grade 4 (A)					
Year 1	46,728	48,597	50,541	52,563	53,877
Year 2	47,572	49,475	51,454	53,512	54,850
Field Officer Grade 1/4: Employees engaged on or before 30 June 2007					
Grade 1					
Year 1	41,227	42,876	44,591	46,375	47,534
Year 2	41,997	43,677	45,424	47,241	48,422
Grade 2					
Year 1	42,628	44,333	46,106	47,950	49,149
Year 2	43,444	45,182	46,989	48,869	50,091
Grade 3 (A)					

Year 1	44,668	46,455	48,313	50,246	51,502
Year 2	45,456	47,274	49,165	51,132	52,410
Grade 4 (A)					
Year 1	46,728	48,597	50,541	52,563	53,877
Year 2	47,572	49,475	51,454	53,512	54,850
Field Officer Grade B3/B4					
Grade 3 (B)					
Year 1	44,668	46,455	48,313	50,246	51,502
Year 2	45,456	47,274	49,165	51,132	52,410
Grade 4 (B)					
Year 1	46,728	48,597	50,541	52,563	53,877
Year 2	47,572	49,475	51,454	53,512	54,850
Senior Field Officer And Senior Field Officer (Plant)					
Grade 1					
Year 1	48,628	50,573	52,596	54,700	56,068
Year 2	49,455	51,433	53,490	55,630	57,021
Grade 2					
Year 1	50,456	52,474	54,573	56,756	58,175
Year 2	51,511	53,571	55,714	57,943	59,392
Field Supervisor					
Grade 1					
Year 1	53,279	55,410	57,626	59,931	61,429
Year 2	54,500	56,680	58,947	61,305	62,838
Grade 2					
Year 1	55,720	57,949	60,267	62,678	64,245
Year 2	56,942	59,220	61,589	64,053	65,654
Senior Field Supervisor					
Grade 1					
Year 1	61,778	64,249	66,819	69,492	71,229
Year 2	63,296	65,828	68,461	71,199	72,979
Grade 2					
Year 1	64,815	67,408	70,104	72,908	74,731
Year 2	66,333	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 either the level of Field Officer Grade 1-2 or 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 Field Officer (Plant) Grade 4 shall be subject to:

- (a) 12 months satisfactory service on salary of Field Officer (Plant) Grade 3; and

- (b) all the essential and 10 desirable competency requirements of a Field Officer (Plant) Grade 3 and these being certified by the direct supervisor and the Regional Manager.

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 Grade 1 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.

ANNEXURE 4

Casual Leave Entitlements

Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

The Chief Executive must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 26 who is sick and requires care and support, or who require care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).
- (ii) The Chief Executive and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (iii) A Chief Executive must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
 - (a) establish either by production of a medical certificate or statutory declaration. the illness of the person concerned and that the illness is such as to require care by another person, or
 - (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
 - (c) In normal circumstances, a casual employees must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (v) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

Bereavement entitlements for casual employees

Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

The Chief Executive and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance

A Chief Executive must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

PART C

Memorandum of Understanding

Parties

The parties to this Memorandum of Understanding are:

The Director of Public Employment (Department of Environment and Conservation) ("the Department"); AND

The Public Service Association and Professional Officers' Association- Amalgamated Union of New South Wales; and

The Association of Professional Engineers, Scientists and Managers Australia (NSW Branch). ("The unions").

1. Introduction

1.1. This Memorandum of Understanding reflects the agreement reached between the department and the unions in respect of negotiations throughout 2004, 2005 and 2006 following the amalgamation of the

former National Parks and Wildlife Service; the former Resources NSW; the Environment Protection Authority and the Royal Botanic Gardens and Domain Trust, into the Department of Environment and Climate Change.

1.2 This Memorandum will be implemented through two awards -

The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award, and

The Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award.

Both the awards will be consent awards and will have a duration of 3 years commencing from the date the Awards are made by the Industrial Relations Commission of New South Wales.

1.3 The parties agree that the existing Botanic Gardens Awards will be retained with agreed changes implemented by way of a determination or determinations made pursuant to s.130 of the Public Employment and Management Act 2002.

1.4 The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.

1.5 The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative

1.6 This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.

1.7 The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.

1.8 The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.

1.9 The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.

The parties agree that this Memorandum of Understanding may be relied upon by any party in respect of any proceeding before the Industrial Relations Commission of New South Wales.

2. Matters Agreed - Non- Award

2.1 Departmental Performance Management System: The parties agree that current performance management systems operating within the Department and known as SPEADS; PMD and CAPS shall be replaced with a single departmental wide performance management system. The parties further agree that until such time as the new system is operational, the current arrangements in situ for performance management shall continue.

2.2 Cultural Heritage Division: (a) The parties agree that those positions currently known as Aboriginal Project Officers 1-2 will transfer to the EPO 2-7 grade on the salary scale and Aboriginal Project Officers 3-4 will transfer to the EPO 9 grade on the salary scale. The date of transfer to the new salary scale shall be as at the date that the awards are made.

- (a) The parties agree to develop progression criteria for the Aboriginal Project Officer positions after the signing of this memorandum of understanding and prior to the making of the award.
- (b) The parties agree that Aboriginal Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for a progression. If such an application is successful, then progression shall take place and salaries shall be paid as a personal salary to the appropriate point on the Aboriginal Project/Research officer salary scale.
- (c) The parties agree that all other staff currently employed within the Cultural Heritage Division will transfer to the closest salary point on the EPO salary scale that is equal to or less than their existing salary rate. The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the transferred position or receives an increment that would take them past their previous personal salary. The parties further agree that there is no requirement or need for any of the positions effected by sub-clause (d) to undergo a job evaluation so as to facilitate the transfer to the new salary scale.
- (d) The parties agree that all staff transferred from the Cultural Heritage Division to the EPO salary scale who currently receive the remote area allowance as per the Crown Employees (NPWS) Conditions of Employment 2000 award (clause 5 (D)) shall be paid the difference in the amount paid pursuant to this award and the amount paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award as a personal salary whilst they continue to occupy the same position.

2.3 Interim Award Arrangements: (a) the parties agree that the arrangement made between the parties following the amalgamation of the department (the interim award arrangement) shall cease upon the making of the new awards

- (a) the parties further agree that all staff employed in Policy & Science Division (PSD); Environment Protection and Regulation Division(EPRD); Sustainability Programs Division (SPD), Corporate Services Division (CSD); Strategy Communication and Governance Division (SC&GD) pursuant to the Crown Employees (NPWS) Conditions of Employment 2000 Award will transfer to the closest salary point on the EPO salary scale that is equal to or less than their salary rate.
- (b) The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the position to which they were transferred or receives an increment that would take them past their previous personal salary.
- (c) The parties agree that in the case of two officers employed in the Threatened Fauna and Ecology Unit, the 5/7 allowance currently paid to these officers will cease but the equivalent amount will be paid by way of a salary adjustment which shall be regarded as a personal salary for as long as the officers concerned continue to occupy their current positions.
- (d) The parties agree that Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for progression. If such an application is successful, then progression will take place and salary shall be paid as a personal salary to the appropriate point on the PRO salary scale.

2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers: (a) The parties agree that the Department shall undertake a

review of the operation of competency standards as currently applied in respect of rangers.

review of roles of Senior Rangers.

- (a) The parties agree that these reviews shall be commenced as soon as is practicable after the signing of this Memorandum of Understanding.

2.5 Review of Remote Areas Allowance : The parties agree to enter into discussions with a view to updating the Remote Area Allowances. The parties further agree such discussions would commence after the new award arrangements have been implemented but no later than 1 July 2007. The parties also agree that if the parties can reach agreement in respect of the remote areas allowance the relevant award will be varied by consent to reflect the agreed position.

3. Matters Agreed - for Inclusion in the Awards.

3.1 Study Assistance: the parties agree that both the awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.

3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."

3.3 Families and Fieldwork: the parties agree that the provisions as set out in clause 36(i);(vi); and (vii) of the Crown Employees (National Parks and Wildlife) Conditions of Employment 2000 Award shall be included within both of the new awards.

3.4 Pattern of Hours Worked and Flexitime: (a) the parties agree that a new common provision setting out the pattern of hours and flexitime will be included in both new awards and BGT determination. The new provision shall adopt elements of the system currently in place for Parks and Wildlife Division staff and the system currently in place for EPO staff under the current EPA Award. The parties agree that the details of the provision to be included in the awards are as set out in Attachment 2 to this Memorandum of Understanding;

- (a) the parties further agree that in DEC (General) Award and in the BGT determination the new provisions shall reflect a Coretime of 10.00 to 15.00 and a Bandwidth of 10.5 hours commencing at 7:30 a.m. and ceasing at 6:00 p.m. The parties agree that core time and bandwidth may be varied only in circumstances where prior approval has been granted for such a variation;

- (b) the parties further agree that in PWD, consistent with clause 10 Hours of the NPWS Award, (vi) "A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts" appropriate administrative arrangements will be put in place.

3.5 Incident Conditions: (a) the parties agree to include within the new The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award a clause which will enable suitably qualified staff to be temporarily assigned to the following specific incident positions as currently defined in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award -

Incident Controller

Logistics Officer

Planning Officer

Operations Officer

Divisional Commander

Sector Commander

Crew Leader

Crew Member

And/or to the following positions which the parties agree shall be added to the relevant clause of the Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award -

Deputy Incident Controller

Safety officer

Situation Officer

Situation Unit Leader

Resource Officer

Resources Unit Leader

Air Attack Supervisor

Air Operations Manager

Air Base Manager

Air Observer.

- (a) the parties further agree, that staff assigned to undertake such roles shall be paid the relevant wage/salary for the position for the period they occupy the position during the incident.
- (b) the parties agree that other staff covered by The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award who are assigned to non-specific incident positions during a defined incident shall be paid their normal salary rate for ordinary hours worked with overtime payable for the time worked beyond the employee's agreed bandwidth.
- (c) the parties agree that rates for current specific incident positions shall be adjusted to reflect increases under the Crown Employees (Public Service Salaries) Award since 1997.
- (d) the parties agree that all designated incident positions (current and additional) shall undergo an evaluation process as soon as is practicable after the commencement of the new award.

3.6 After Hours Incident Service: (a) the parties agree that The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award shall incorporate the late call allowance into the weekly allowance that will result in the weekly allowance being \$339.00 per week with an additional amount of \$104.00 for each public holiday that falls on a weekday in a roster week;

- (a) the parties further agree that the out of hours disturbance allowance currently paid to supervising officers will be reviewed as part of the general review of the procedural guidelines governing the operation of the After Hours Incident Service;
- (b) the parties agree that these allowances will be adjusted in line with the Crown Employees (Public Sector Salaries 2004) Award or any successor instrument to this award.

3.7 Qualification Requirements: the parties agree to insert a clause within the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award which states:

"The parties agree that qualifications are not to be used as barriers to appointment or promotion, however, where appropriate, eg. for technical competency and legal requirements; position descriptors will include qualifications."

ATTACHMENT 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) DEC will support employees 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.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- (iii) The following costs associated with courses -
 - Higher Education Contribution Help scheme Fee; or
 - TAFE compulsory fees; or
 - Compulsory post-graduate fees; or
 - Compulsory full fee paying course feeswill be reimbursed by the Department in accordance with the guidelines following.
- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
 - (a) is their first qualification as an employee of DEC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General; or
 - (b) is their second or successive qualification as an employee of DEC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General.
- (v) 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 (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.
- (vi) At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in (v) above.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Department 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.

(viii) Staff members who received prior approval for study assistance:

- (a) under this clause or similar clause/policy of a related entity, and
- (b) commenced the approved course/subject under the award or policy at the time, and
- (c) there is no break in the continuity of study and successful completion.

Will be regarded as under the award clause or policy until the completion of the approved course/study. Any subsequent application for study assistance will be treated as a second application under subclause (iv)(b) of this clause.

(ix) The costs associated with courses as outlined in subclause (iii) 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 (iv) (a)(b) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

ATTACHMENT 2

DEC General as part of current EPA Flexitime clause, BGT Determination and DEC (PWD) clause

Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; ie, start/finish times and days of the week for 7-day roster workers.
- (ii) Patterns of hours can be either flexitime, where start/finish times are flexible within the bandwidth; or, determined where start/finish times are set.

A. Flexitime

- (i) Employees are able to take two (2) flexi days off in a settlement period, as long as they have accumulated enough hours to do so.
- (ii) With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flexi days in a settlement period, to be taken at a mutually convenient time.
- (iii) Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.
- (iv) Supervisors will have full and open 24 hour access to Employees' time sheet records and records pertaining to an employee flex leave.
- (v) Employees may carry forward to the next settlement period, in accordance with i) and ii) above a credit balance of up to 35 hours or a debit balance of 10 hours.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.
- (vii) Flexidays can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flexitime balance.
- (viii) Employees must have prior approval before taking flex leave.

- (ix) On cessation of duty Flexi Credits will be dealt with in accordance with Clause 20 (n) of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied.

C. G. STAFF *J.*

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