

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE – NATIONAL PARKS AND WILDLIFE SERVICE) FIELD
OFFICERS AND SKILLED TRADES SALARIES AND CONDITIONS
2015 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 753 of 2015)

Before Commissioner Stanton

24 November 2015

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties
5.	Salaries
6.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
7.	Allowances
8.	Standby Arrangements - Including Standby associated with Declared Incident
9.	Allowance for Temporary Assignments to Higher Roles
10.	Assignment
11.	Progression
2.	Project Teams
13.	Hours of Work
14.	Variation of Hours
15.	Overtime - General
16.	Meal Breaks
17.	Rest Breaks
18.	Temporary, Casual and School Based Apprentices Work Arrangements
19.	Part-Time Work Arrangements
20.	Job Sharing
21.	Public Holidays
22.	Leave
23.	Recreation Leave and Annual Leave Loading
24.	Family and Community Service Leave
25.	Excess Travel Time
26.	Contact with Employees on Parental and Maternity Leave

27. Incident Conditions
28. Working From Home
29. Dependent Care
30. Families and Field Work
31. Training and Development
32. Study Assistance
33. Training Competency
34. Engagement of Contractors
35. Anti-Discrimination
36. Redundancy Entitlements
37. Workplace Environment
38. Housing
39. Industrial Grievance Procedure
40. Deduction of Union Membership Fees
41. Saving of Rights
42. No Extra Claims
43. Area, Incidence and Duration

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

Table 2 - Salary Schedule for Field Officer Classification

2. Title

This award shall be known as Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2015 Award.

3. Definitions

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

"Act" means *Government Sector Employment Act 2013*, any successor or replacement legislation.

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

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

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

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

"Casual Employee" means any employee engaged in terms of section 43(4) of the *Government Sector Employment Act 2013* 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 employee, means one fifth of the full-time 35 hours, as defined in this Award. For a part-time employee, contract hours for the day means the hours usually worked on the day.

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

"Crew Leader" means an employee 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 employee 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 family member with a disability.

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

"Dispute" is a disagreement between an employee or employees and the OEH concerning employment matters.

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

"Duty Officer" means an employee either rostered for duty, or assigned 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.

"Employee" means and includes all persons employed from time to time under the provisions of the *Government Sector Employment Act 2013*.

"Employer for Industrial Purposes" means the Industrial Relations Secretary.

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

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

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

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

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

"Monday to Friday Workers" are NPWS employees 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.

"NPWS" means the National Parks and Wildlife Service of the Office of Environment and Heritage.

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

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

"Regional Manager" means the employee who manages the parks, resources and employees of a Region and reports to a Branch Director of NPWS.

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

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

"Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are employees whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m.

"Standby" means an approved period of time outside normal working hours, when employees, 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 employee's immediate supervisor or manager or any other employee 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 Employee" means any employee engaged in terms of section 43(3) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

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

4. Parties

4.1 The "Parties" to this Award are:

- (i) Industrial Relations Secretary for the Office of Environment and Heritage (OEH);
- (ii) The Australian Workers Union - New South Wales Branch;
- (iii) The Electrical Trades Union

5. Salaries

5.1 The salary rates paid to employees covered by this Award are specified in Tables 1 and 2 in this Award.

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

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

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

- (i) Diving
- (ii) Kosciusko
- (iii) Dry Cleaning

- (iv) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2015 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades employees under this Award, with the exception of:

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

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

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

6.2 For the purposes of this clause:

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

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

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

- 6.3.1 a benefit or benefits selected from those approved by the Secretary; and
- 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee 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 sub-clause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.

6.7 Where an employee makes an election to sacrifice a part or all of their post-compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

- 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 6.7.2 where OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- 6.7.3 subject to OEH's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, OEH shall pay the amount of post-compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 Police Regulation (Superannuation) Act 1906;
- 6.9.2 Superannuation Act 1916;
- 6.9.3 State Authorities Superannuation Act 1987; or
- 6.9.4 State Authorities Non-contributory Superannuation Act 1987;
- the OEH must ensure that the employee'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 employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub-clause 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 employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under Part B - Monetary Rates of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The OEH 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 Secretary 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 employee may elect to terminate the Salary Packaging Agreement.

7. Allowances

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

A boot allowance is payable to any employee who works in the field where suitable boots are not provided by the OEH. The allowance is to be a maximum of \$169 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director of NPWS.

7.3 Field Allowance

- 7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.
- 7.3.2 This allowance is payable when an employee 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 OEH, \$73.92 or \$3.08 per hour
 - (ii) where meals are not provided by the OEH \$118.08 or \$4.92 per hour
- 7.3.4 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 employees 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 employees 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 employees on Lord Howe Island.
- 7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	\$4,435.60	\$3,104.45
B	\$5,914.14	\$4,139.67
C	\$7,392.69	\$5,174.89

To be paid from the first full pay period to commence on or after 1 July 2015.

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 employees living in the following locations: Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka
Grade "C"	is payable to employees living in the following locations: Fort Grey, Mutawintji, Mount Wood, Nocoche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

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

7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by NPWS

7.5.1 A weekly allowance of \$190 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

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

7.5.3 Only in exceptional circumstances would OEH require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the employee is required to be on call. The daily allowance will equate to \$27.14 per day.

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

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

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

8. Standby Arrangements - Including Standby Associated With Declared Incidents

8.1 Standby roles - employees may be directed to be on standby as a:

(i) Duty Officer - either for general standby or associated with a declared incident (refer to clause 3 - Definitions); or

(ii) General standby - an employee assigned on standby to respond to after hours duty as required.

8.2 Standby duties - employees directed to be on standby must be readily contactable by telephone, radio or mobile phone where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Employees who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.

8.3 Duty Officer support - a Duty Officer may have access to OEH's after hours contact lists, an OEH vehicle (with radio) and mobile phone dependent on the requirements of the duty to be performed;

8.4 Standby hours - the time an employee can be directed to be on standby is:

- (i) 24 hours on a rostered day off; or
- (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
- (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.

8.5 Standby rates

- 8.5.1 An employee required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

9. Allowance for Temporary Assignments to Higher Roles

- 9.1 Employees who relieve in a higher role 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 role and the employee's salary. The proportions shall depend on the range and level of duties performed in the role. Where the role is vacant, an employee relieving in the role shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant role and the employee's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the roles.
- 9.2 The terms and conditions of the Allowance for Temporary Assignments to Higher Roles apply for the duration of the relieving period.
- 9.3 The duties and the proportion of the Allowance for Temporary Assignments to Higher Roles shall be mutually agreed to prior to the relieving period.

10. Assignment

- 10.1 Assignment to a vacant role will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 10.2 Assignment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

11. Progression

11.1 General

- 11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.
- 11.1.2 Increments shall be processed by supervisors within one (1) month of receipt
- 11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels, grades or classes.

- 11.2 Progression and competency applications for Field Officer classification.

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

12. Project Teams

- 12.1 The Chief Executive or nominee may request employees to perform work in a designated project team.
- 12.2 An employee may decline an offer to work in a designated project team.
- 12.3 When undertaking work in a designated project team, the employee shall be paid:
 - 12.3.1 the rate for the job as determined by job evaluation; or
 - 12.3.2 at least one salary level higher than their substantive rate.
- 12.4 An employee working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive role in addition to the project duties.
- 12.5 Project team jobs may be either full-time or part-time.

13. Hours of Work

- 13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.
- 13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).
- 13.3 General
 - 13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.
 - 13.3.2 Employees, except those in roles under the Field Officer classification, may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the officer agrees.
 - 13.3.3 The standard coretime shall be between the hours of 9:30 a.m. and 3:30 p.m. excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10 - Local Arrangements, of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
 - 13.3.4 The Guarantee of Service 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 NPWS work locations.
 - 13.3.5 Pattern of hours is the way hours are worked each settlement period; e.g. start/finish times and days of the week for 7 day roster workers.
 - 13.3.6 The pattern of hours will be agreed to between the employees and management of the area with regard to the needs of the OEH, the needs of employees and the provision of services to the OEH's customers.
 - 13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
 - 13.3.8 Hours of work for roles and/or classifications will be as set out in sub-clause 13.4.

13.3.9 No employee will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).

13.3.10 Permanent changes to the pattern of hours for an employee are subject to consultation with the employee and/or the Union.

13.4 Ordinary hours of work may be organised as follows:

13.4.1 Monday to Friday Workers

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

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

13.4.2. Defining Monday to Friday Workers

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

13.4.3. Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a role being reclassified from Monday to Friday to a Seven Day Roster role will be made by the OEH on the basis that:
 - (a) Where an employee employed in a Monday to Friday role performs work on more than:
 - 23 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive a 17% loading; or
 - 11 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive an 8.5% loading,the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the OEH (and the OEH will not unreasonably withhold agreement) to have the role converted to a Seven Day Roster Worker role that attracts the loading; or
 - (b) By agreement between the local manager and delegate, a Monday to Friday Day role is converted to a Seven Day Roster role.

- (ii) Nothing in this clause is intended to derogate from the rights of employees' opt in/opt out rights in paragraph 13.4.6 below.

13.4.4. Temporary Field Officer - Bushfire Management Program

- (i) This clause contains temporary arrangements for the Enhanced Bush Fire Management Program. These arrangements will apply for a limited period and may be extended for a defined period by agreement between the AWU and management.
- (ii) Field Officers - Bushfire Management Program, Senior Field Officers - Bushfire Management Program, Field Supervisors - Bushfire Management Program and Senior Field Supervisors- Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in paragraph 13.4.4(ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in paragraph 13.4.4(ii) can be converted to a Seven Day Roster Worker role in accordance with paragraph 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive role as a Seven Day Roster Worker, they will be entitled to loading pursuant to paragraphs 13.4.5 (vii) -or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster roles vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

13.4.5. Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in paragraph 13.4.5 (ii) except where paragraphs 13.4.2, 13.4.3 and 13.4.4 apply.
- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional roles will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to paragraph 13.4.6. Current employees will retain the loading should they transfer or win a promotion to another role as defined in the default employment category.
- (iv) Ordinary hours for employees are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m., unless otherwise agreed to between the OEH and the employee concerned.
- (v) Employees shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) Employees working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the OEH and the employee concerned.

- (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster roles for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (ix) If an employee agrees to work more than the maximum specified in sub-clauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
- (x) Employees referred to in (vii) or (viii) of this paragraph who are directed to work more weekend days and public holidays than those prescribed for their role, will be paid penalty rates as follows:

Table 3

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

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

13.4.6 Opt Out and Opt in

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
 - (a) paragraph 13.4.2 being satisfied; and,
 - (b) with written approval from the OEH.
- (ii) Prior to externally advertising a vacant Seven Day Roster role of the same classification that attracts the loading, the role will:
 - (a) 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; and
 - (b) if no employees that have previously opted out accept the offer to opt back in, the role will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

13.4.7 Set Pattern of Hours

- (i) These provisions apply to employees who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the employee and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6:00 a.m. and 8:00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:

- (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
- (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks' notice prior to the commencement of this arrangement shall be given to the Regional Manager where possible, and 2 weeks' notice of its cessation.
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

14. Variation of Hours

- 14.1 Where OEH directs that the set starting and finishing times and/or days to be worked be changed, employees shall be given at least 2 weeks' notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between OEH and the employees within the bandwidth, no penalty is paid.
- 14.3 Where the OEH provides 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the OEH does not provide 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the employee requests a variation to hours and/or days and this is agreed by the OEH, no loading shall be paid.
- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6:00 a.m. to 10:00 p.m. The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours' notice without the payment of the additional 25% loading penalty.

15. Overtime - General

15.1 General

- 15.1.1 General overtime conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.
- 15.1.2 Overtime is payable for all approved time worked:
 - (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of OEH; or
 - (ii) outside the bandwidth, except where such work is associated with incidents as defined.
- 15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

15.2 Overtime at Home

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

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

16. Meal Breaks

16.1 Unpaid meal break

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

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

16.2 Paid meal break

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

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

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

17. Rest Breaks

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

17.2 Employees required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.

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

17.4 Where an employee is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.

17.5 Where an employee is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18. Temporary, Casual and School Based Apprentices Work Arrangements

18.1 Temporary employees and casual employees will be employed by the OEH in accordance with the provisions of the *Government Sector Employment Act 2013*.

18.2 Temporary Employees

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18.2 Temporary Employees

18.2.1 All temporary employment will be in accordance with the *Government Sector Employment Act 2013*, or Regulations and Rules arising from this legislation from time to time.

18.2.2 Temporary employees shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.

18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to employer based contributions to their nominated superannuation fund.

18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.

18.3 Casual Employees

18.3.1 Casual employees shall be engaged by the OEH on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.

18.3.2 The casual hourly rate is determined by the following formulae:

(i) Annual salary of the role divided by 260.8929 divided by 7 = Base hourly rate

(ii) Rate for Monday to Friday = base hourly rate plus 25%

(iii) Rate for Saturday = base hourly rate plus 58%

(iv) Rate for Sunday = base hourly rate plus 83%

(v) Rate for Public Holidays = base rate plus 158%

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

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

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

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

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

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

18.4 School Based Apprentices

18.4.1 Wages

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

18.4.2 Progression through the Wage Structure

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

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

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

18.4.4 Conditions of Employment

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

19. Part-Time Work Arrangements

19.1 Part-time work may be available to:

- 19.1.1 ongoing and temporary employees who wish to work part-time in an existing role;
- 19.1.2 existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the role;
- 19.1.3 employees recruited and assigned to a role where the approved hours are less than full-time.

19.2 The decision to work part-time is voluntary. No employee shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.

19.3 Employees 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 role.

19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.

- 19.5 Employees employed on a part-time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Employees employed on a part-time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part-time work arrangement need to be negotiated and agreed to at the outset.

20. Job Sharing

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 OEH will support employees sharing a role provided that the:
- 20.2.1 arrangement is fair and equitable to the employees involved;
 - 20.2.2 employees involved in the job sharing arrangement agree to the arrangement;
 - 20.2.3 arrangement can be on an ongoing or temporary basis;
 - 20.2.4 arrangement is in the best interests of the smooth functioning of the OEH, ensuring that customer/client OEH relationship is maintained.
- 20.3 The days each employee shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 20.5 The employees involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

21. Public Holidays and Public Service Holiday

- 21.1 General
- 21.1.1 Unless directed to attend for duty by the Secretary or delegate, an employee 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 employee performs duty; and
 - (iii) a Public Service Holiday in accordance with any directives issued by the Secretary (this replaces the Union Picnic Day).
 - 21.1.2 If a declared local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.
- 21.2 Monday to Friday Workers
- 21.2.1 Those employees required to work on a declared public holiday shall be paid overtime in accordance with clause 15 - Overtime - General.
 - 21.2.2 Employees 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 employee and their supervisor.

21.3 Seven Day Roster Workers

- 21.3.1 Employees covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 13 - Hours of Work.
- 21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 13 - Hours of Work, or clause 15 - Overtime - General, as is appropriate.
- 21.3.3 Provisions of paragraph 21.3.2 do not apply to an employee who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per clause 14 - Variation of Hours, of this Award. The employee will be entitled to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.

22. Leave

22.1 General

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

the Act and Regulation, and

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

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

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

23. Recreation Leave and Annual Leave Loading

23.1 Recreation Leave

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

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

23.2 Annual Leave Loading

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

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

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

24. Family and Community Service Leave

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

25. Excess Travel Time

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

26. Contact With Employees on Parental and Maternity Leave

- 26.1 All parties agree to implement the NPWS Parental/Maternity Leave Contact Policy which aims to maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.
- 26.2 It is recognised that some employees may not wish to keep in contact with the OEH while they are on leave.

27. Incident Conditions

27.1 General

- 27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.
- 27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those employees involved in the incident.
- 27.1.3 Adjustments to hours will be carried forward to the next settlement period.
- 27.1.4 On successful completion of basic fire fighting training all employees will be issued with appropriate personal protective and other equipment in accordance with the OEH's Fire Management Manual as varied from time to time.
- 27.1.5 Employees 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. Employees will be further compensated by single hourly rate for all hours travelled. Such employees will have the same option as employees called from an Allocated Day Off as in paragraph 27.2.5.
- 27.1.6 "Incident Controller" within this clause means an employee responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

27.2 Conditions

- 27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the employee's substantive salary or as prescribed in sub-clause 27.5 Incident Responsibility Rates, whichever is the greater.
- 27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.
- 27.2.3 All travel to and from an incident will be paid as if part of the Incident.
- 27.2.4 If an employee is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.
- 27.2.5 Employees required to work on their Allocated Day Off/Rostered Day Off will receive either:
- (i) overtime for the whole shift in addition to the normal pay for the day; or

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

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

27.3 Start and Finish Times:

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

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an employee is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

27.4 Shift Arrangements During Incidents:

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

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

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

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

27.5 Incident Responsibility Rates

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

Table 4

Role	2.5% increase effective from the first full pay period on or after 1 July 2015
Crew Member	\$59,606
Crew Leader	\$66,969

Sector Commander	\$74,343
Divisional Commander	\$84,196
Operations Officer	\$90,401
Planning Officer	\$90,401
Logistics Officer	\$111,955
Incident Controller	\$124,077
Deputy Incident Controller	
Safety Officer	
Situation Officer	
Situation Unit Leader	
Resource Officer	
Resource Unit Leader	
Air Attack Supervisor	
Air Operations Manager	
Air Observer	
Airbase Manager	

27.5.2 Employees with specific skills assigned to work in any of the identified Incident Roles listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For employees receiving the Allowance for Temporary Assignments to Higher Roles the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional Incident Roles has not been determined employees will be paid their substantive hourly rate or for employees receiving the Allowance for Temporary Assignments to Higher Roles the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

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

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

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

27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2015) Award or any successor instrument to that Award.

27.6 Payment associated with Incidents

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

27.6.2 Payment will be calculated as follows:

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

27.6.3 No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; e.g. 30-45 minutes. Where

meals are provided to an employee on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

27.7 Family and Dependent Care During Incident Conditions

27.7.1 OEH will compensate employees for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.

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

27.8 Provision of meals and accommodation whilst working on Incident

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

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

27.8.3 If no meal is supplied, a payment of \$15.24 per meal is made.

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

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

27.9 Standby Associated with Incidents

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

28. Working from Home

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

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

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

28.3.1 family members are sick; or

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

28.3.3 for weekend and night emergency incident management; and

28.3.4 the nature of the work allows for it.

28.4 In some cases where family members are sick, employees may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).

28.5 When working at home, employees must ensure that they are contactable by their office.

28.6 Employees are covered by workers' compensation where prior approval has been given to the employer to work from home.

29. Dependent Care

- 29.1 Where dependents of the employee are sick and require care, the OEH will continue to support the employee in the following ways:
- 29.1.1 In accordance with Clause 75 – Parental Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award;
or
 - 29.1.2 Where circumstances allow, an employee may negotiate with their supervisor to work at home.
- 29.2 In circumstances where an employee with a sick dependent is required to attend to work that cannot be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 29.3 OEH will meet the additional costs involved in before or after school care, where an employee is required to work beyond their regular hours, resulting in additional cost to the employee for child care, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 29.4 The parties reaffirm their commitment to providing dependent care assistance:
- 29.4.1 To enable employees to attend residential training and development activities.
 - 29.4.2 To employees required to work during emergency situations.
 - 29.4.3 To ensure that employees are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 29.5 OEH will compensate the employee for additional dependent care expenses relating to hours worked during the incident.

30. Families and Field Work

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

31. Training and Development

- 31.1 The parties to this Award confirm a commitment to skill development for officers of the OEH.
- 31.2 The training and development of employees covered by this Award will be linked to the Performance Development and Feedback system or any replacement Performance Management System agreed to by the parties. Performance, Development and Feedback Plans will be established through the system and be relevant to the employees current role and their future career path.
- 31.3 All training and development will be managed and conducted in accordance with the OEH's Learning and Development Framework as varied from time to time.

- 31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable employees with dependent responsibilities to pursue residential training and development opportunities.

32. Study Assistance

- 32.1 The OEH 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.

- 32.2 Employees are entitled to apply for study time and study leave in accordance with the provisions Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award 32.2.1. The following costs associated with courses:

- (a) Higher Education Contribution Help scheme Fee; or
- (b) TAFE compulsory fees; or
- (c) Compulsory post-graduate fees; or
- (d) Compulsory full fee paying course fees;

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

- 32.3 The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:

- (i) is their first qualification as an employee of the OEH: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive; or
- (ii) is their second or successive qualification as an employee of the OEH: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to OEH operations or needs and is approved as such by the Chief Executive.

- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 32.3(i) or \$12,000 in respect of paragraph 32.3 (ii) of this clause, where other requirements have been met as in sub-clause 32.6 below.

- 32.5 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the OEH, approval may be given for a maximum of eight annual approvals as set out in sub-clause 32.4 above.

- 32.6 To be eligible to receive a refund, an employee must:

- (i) have been employed in the OEH prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
- (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
- (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.

- 32.7 Employees who receive prior approval for study assistance for a particular course, or qualification under the NPWS 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 32.3 (ii).

- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 32.3(i) any subsequent application for study assistance will be treated as a second application under paragraph 32.3 (ii) of this clause.
- 32.9 The costs associated with courses as outlined in paragraph 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 32.3 (i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

33. Training Competency

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

34. Engagement of Contractors

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

35. Anti-Discrimination

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

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

36. Redundancy Entitlements

- 36.1 Redundancy provision payments will be made in accordance with the Managing Excess Employees Policy, as varied from time to time.

37. Workplace Environment

- 37.1 OEH will ensure that all employees are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Work Health and Safety Act 2011*.
- 37.2 While there are no requirements for office workplaces, the OEH agrees to provide employees covered by this Award with reasonable conditions and space.
- 37.3 Smoking is prohibited at all indoor NPWS workplaces and in OEH vehicles.

38. Housing

- 38.1 The parties agree to consult on future issues related to OEH-owned housing including the preparation of briefs for valuers.
- 38.2 All employees occupying an OEH house will be required to sign a tenancy agreement.

39. Industrial Grievance Procedure

39.1 General

- 39.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 39.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.
- 39.1.3 In seeking a resolution to any industrial dispute or industrial grievance, OEH may be represented by an industrial organisation of employers, and the employees of OEH may be represented by an industrial organisation of employees.
- 39.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

39.2 Steps to Resolve Industrial Grievances or Disputes

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

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

The employee(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 employee(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 employee(s) concerned may discuss the matter with the Branch Director, a representative of the Employee Relations Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the employee 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 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*.

40. Deduction of Union Membership Fees

- 40.1 Each Union shall provide OEH with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.
- 40.2 The Union(s) shall advise OEH of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the OEH at least one month in advance of the variation taking effect.
- 40.3 Subject to sub-clauses 40.1 and 40.2 above, the Department OEH shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with its rules of membership, provided that the employee has authorised the OEH to make such deductions.
- 40.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Union (s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to employee's Union membership accounts.
- 40.5 Unless other arrangements are agreed by the OEH and the Union (s), all Union membership fees shall be deducted on a fortnightly basis.
- 40.6 Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

41. Saving of Rights

- 41.1 No employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.

42. No Extra Claims

- 42.1 The No Extra Claims clause (clause 8) contained in the Crown Employees (Public Sector – Salaries 2015) Award shall apply to employees covered by this Award.

43. Area, Incidence and Duration

- 43.1 This Award will apply to employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the National Parks and Wildlife Service of the Office of Environment and Heritage.
- 43.2 This Award will not apply to employees:
- (i) that transferred to the OEH where these employees occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established Department OEH of Environment and Climate Change effective 27 April 2007; or
 - (ii) that are employed in the Senior Executive Service (SES); or
 - (iii) that are employed in the Botanic Gardens Trust; or
 - (iv) whose conditions of employment are determined by the Crown Employees (Office of Environment and Heritage – Parks and Wildlife Group) Conditions of Employment 2015 Award or any successor instrument to that Award including employees who are occupying Field Officer classifications where the role description specifies the role's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or
 - (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2014 or any successor instrument to that Agreement.
- 43.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any successor instrument to that Award apply to employees covered by this Award.
- 43.4 The Award shall take effect on and from 24 November 2015 and shall remain in force nominally until 30 June 2016.
- 43.5 This award rescinds and replaces the Crown Employees (Office of Environment and Heritage – Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2012 Award published 31 August 2002 (333 I.G.1054).
- 43.6 The parties have agreed that negotiations for a new Award will commence 6 months prior to the nominal expiry date of this Award and that these discussions will include consideration of the following issues:
- The creation of a stand-alone Award
- The insertion of a consultation clause that provides for regular meetings between union delegates and local managers to discuss local issues
- Whether any employee-related cost savings have been achieved during the nominal term of this Award

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

CLASSIFICATION/GRADE/YEAR	25% increase effective from the first full pay period on or after 01.07.15
	Per annum
	\$
TRADESPERSON	
Tradesperson Level 1	60,272.00
Tradesperson Level 2	62,161.00
Tradesperson Level 3	64,340.00
Tradesperson Level 4	67,702.00
Tradesperson Level 5 Year 1	68,568.00
Tradesperson Level 5 Year 2	72,311.00
Electronics Tradesperson	75,926.00
TRADES APPRENTICE YEAR (PERCENTAGE)	
1st Year (50%)	
2nd Year (60%)	
3rd Year (75%)	
4th Year (85%)	
COMPETENCY CRITERIA FOR SKILLED TRADES	
Level 1	Base trade. Appointees Employees at this level must have appropriate trade qualifications.
Level 2	Base trade plus the ability to perform general park maintenance duties, when required
Level 3	A tradesperson who is able to: <ul style="list-style-type: none"> - work with the minimum amount of supervision; - work with the minimal amount of technical direction; - solve technical problems; - meet deadlines; - ensure quality control of work; and - perform general park maintenance duties when required.
Level 4	Senior Tradesperson is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or supervises the work of other tradespersons, including setting work priorities and allocating tasks.
Level 5	Assignment to a role at this level is by competitive selection to advertised vacancies. <p>This level includes the Maintenance Supervisor role, which is responsible for the Field Officers of a district.</p> <p>A trade role which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a role at this level.</p>

Progression

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

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

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

De-Skilling

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

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

Table 2 - Salary Schedule for Field Officer Classification

	2.5% increase effective from the first full pay period on or after 01.07.05
	Per annum
	\$
CLASSIFICATION/GRADE/YEAR	
AWU classification - Officers employed from 4/8/05	
Field Officer Base Grade 1/2 - AWU	
Field Officer Base Grade 1 Year 1- AWU	45,178
Field Officer Base Grade 1 Year 2- AWU	46,319
Field Officer Base Grade 2 Year 1- AWU	47,387
Field Officer Base Grade 2 Year 2- AWU	49,597
Field Officer Grade 1/4	
Field Officer Grade 1 Year 1	45,178
Field Officer Grade 1 Year 2	46,319
Field Officer Grade 2 Year 1	47,387
Field Officer Grade 2 Year 2	49,597
Field Officer Grade 3A Year 1	56,594
Field Officer Grade 3A Year 2	57,591
Field Officer Grade 4A Year 1	59,204
Field Officer Grade 4A Year 2	60,272
AWU classification - Existing officers employed prior to 4/8/05	
Field Officer Grade 1/4	
Field Officer Grade 1 Year 1	52,233
Field Officer Grade 1 Year 2	53,210
Field Officer Grade 2 Year 1	54,009
Field Officer Grade 2 Year 2	55,043
Field Officer Grade 3A Year 1	56,594
Field Officer Grade 3A Year 2	57,591
Field Officer Grade 4A Year 1	59,204

Field Officer Grade 4A Year 2	60,272
Field Officer Grade B3/B4	
Field Officer Grade 3B Year 1	56,594
Field Officer Grade 3B Year 2	57,591
Field Officer Grade 4B Year 1	59,204
Field Officer Grade 4B Year 2	60,272
Senior Field Officer/Senior Field Officer (Plant) Grade 1/2	
Senior Field Off/SFO (Plant) Grade 1 Year 1	61,612
Senior Field Off/SFO (Plant) Grade 1 Year 2	62,659
Senior Field Off/SFO (Plant) Grade 2 Year 1	63,926
Senior Field Off/SFO (Plant) Grade 2 Year 2	65,264
Field Supervisor Grade 1/2	
Field Supervisor Grade 1 Year 1	67,502
Field Supervisor Grade 1 Year 2	69,050
Field Supervisor Grade 2 Year 1	70,597
Field Supervisor Grade 2 Year 2	72,145
Senior Field Supervisor Grade 1/2	
Senior Field Supervisor Grade 1 Year 1	78,271
Senior Field Supervisor Grade 1 Year 2	80,194
Senior Field Supervisor Grade 2 Year 1	82,119
Senior Field Supervisor Grade 2 Year 2	84,041

Progression Criteria for Field Officer Classification

Progression Criteria

Field Officers

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

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

Field Officer Grade 1

Assignment to a role at this grade shall be subject to competitive selection for advertised vacancies.

Assignment to a role at this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the employee 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 employee 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 employee 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 employee 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 role for a full-time plant operator.

Assignment to this role shall be subject to:

- (a) the employee 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 employee possessing the relevant certificates of competency from the Work Cover Authority.

Provided further that assignment to a role of Field Officer (Plant) shall be subject to competitive selection for advertised vacancies or by way of transfer.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

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

Field Officer (Plant) Grade 4

Progression to this classification has ceased.

Senior Field Officer Grade 1

Assignment to the role of Senior Field Officer Grade 1 shall be subject to:

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

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

Senior Field Officer (Plant) Grade 1

Assignment to the role of Senior Field Officer (Plant) Grade 1 shall be subject to:

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

Provided further that assignment to the role of 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 role of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the employee meeting the competency requirements for assignment to Senior Field Officer Grade 1; and
- (c) the employee 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 role 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 assignment to Senior Field Officer Grade 1 (Plant); and
- (c) the employee 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 role 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 role of Senior Field Officer Grade 3 is subject to:

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

Field Supervisor Grade 1

Assignment to the role of Field Supervisor Grade 1 shall be subject to:

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

Field Supervisor Grade 2

Assignment to the role of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and

- (b) competency requirements for assignment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor

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

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

Assignment to a role at this classification shall be subject to competitive selection for advertised vacancies.

J. D. STANTON, Commissioner

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