

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE AND THE OFFICE OF ENVIRONMENT PROTECTION
AUTHORITY) GENERAL AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 751 of 2015)

Before Commissioner Stanton

24 November 2015

REVIEWED AWARD

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PART A

2. Definitions

"Award" means any Award made under the *Industrial Relations Act 1996*.

"Chairperson of the Authority" means the Chairperson of the Environment Protection Authority.

"Chief Executive" means the Chief Executive of the Office of Environment and Heritage (OEH).

"Class" means a Class listed in sub-clause 6.8, of clause 6 - Salary System, of this Award.

"Declared incident" means an unscheduled activity in the National Parks and Wildlife Group (NPWS) of OEH 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 their delegate (N.B. Does not include hazard reductions in NPWS).

"Delegate" means an employee who has been delegated certain powers by the Chief Executive or the Chairperson where appropriate pursuant to section 17 of the *Government Sector Employment Act 2013*.

"Determination" means any Determination made by the Industrial Relations Secretary pursuant to the provisions of section 52 of the *Government Sector Employment Act 2013*.

"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, as established under the *Government Sector Employment Act 2013*.

"Employer for all purposes other than Industrial" means, for the Office of Environment and Heritage, the Chief Executive and for the Office of the Environment Protection Authority, the Chairperson

"EO" means Environment Officer.

"EPA" means the Office of the Environment Protection Authority (EPA).

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

"Industrial Agreement" means an Industrial Agreement under the Industrial Arbitration Act 1940 that is continued in force by the provisions of the *Industrial Relations Act 1996*.

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

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

"Organisation" means the Office of Environment and Heritage and the Office of the Environment Protection Authority (Organisation).

"Organisation Head" means the Chief Executive of the Office of Environment and Heritage or the Chairperson of the Environment Protection Authority.

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

"Public Sector Agreement" means any Agreement made pursuant to the provisions of section 51 of the *Government Sector Employment Act 2013* or any successor or replacement legislation or any matter covered by the Administrative Arrangements Order 2014.

"Reporting Officer" means an employee who has direct supervisory responsibility for an employee, for performance management and reporting purposes.

"Salary Point" means a salary nominated within a Class.

"Salary Scale" means the whole set of salaries payable under this Award.

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

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, or the Association of Professional Engineers, Scientists and Managers Australia, (Professionals Australia) NSW Branch, having regard to their respective coverage.

3. Memorandum of Understanding

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.

4. Parties

4.1 The Parties to this Award are:

- (i) Secretary, Industrial Relations, Chief Executive of the Office of Environment and Heritage (OEH) and the Chairperson of the Environment Protection Authority (EPA);
- (ii) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (iii) Association of Professional Engineers, Scientists and Managers, Australia, NSW Branch (known as Professionals Australia).

4.2 In this Award "the Association" or "the Union" means:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (ii) Professionals Australia in respect of:
 - (a) Professional Engineers as defined in the rules of Professionals Australia which, without limiting that category includes:
 - (i) Persons employed in the classification of Engineer;
 - (ii) Persons performing professional engineering work; and
 - (b) Existing members of the Professionals Australia to the extent that they do not come within paragraph 4.2(ii)(a).

5. Salaries

5.1 The salaries and allowances contained in Part B, Monetary Rates, Schedule 1 of this Award will be adjusted to reflect any variation to Salaries and Allowances in the Crown Employees (Public Sector - Salaries 2015) Award or any successor instrument to that Award.

6. Salary System

- 6.1 The rates of pay for employees of the OEH and EPA will be in accordance with the rates contained in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.
- 6.2 Each employee covered by the Award will be classified as an Environment Officer and paid within the salary classes as set out in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.
- 6.3 The level of assignment to a salary point within a Class will be determined by the Organisation Head or delegate, following assessment of an applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications. Where an employee is promoted to a higher Class, they will move to the minimum salary point of the higher Class, or at least one salary point above their current substantive salary, whichever is the higher.
- 6.4 Employees who possess the Higher School Certificate or equivalent will be assigned to no less than the 2nd salary point of Class 1 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.5 Any employee aged 21 years or over will be assigned to no less than the salary prescribed for Class 1 salary point 4 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.6 Movement from one salary point to another within a Class will be subject to the Organisation's Performance, Development and Feedback framework as agreed to by the parties.
- 6.7 Movement from Class to Class will be by way of assignment to a vacancy except in the circumstances described in paragraph 6.8.7 below.
- 6.8 Environment Officer 2-7 Classification Scale
 - 6.8.1 From the date of the making of this Award roles classified as EO 2-7 on the salary scale will be filled by new graduates, as part of the Graduate Recruitment Program and shall be paid in accordance with the salary scale in Table 1 below.
 - 6.8.2 In limited circumstances the EO 2-7 classification may be applied for specialist roles where recruitment to such roles under a differing classification scale has proven to be unsuccessful.
 - 6.8.3 The relevant salary points on the EO 2-7 are shown in Table 1 below.

Table 1

Point 1	Class 2	Salary Point 3
Point 2	Class 3	Salary Point 2
Point 3	Class 4	Salary Point 2
Point 4	Class 5	Salary Point 2
Point 5	Class 6	Salary Point 2
Point 6	Class 7	Salary Point 1
Point 7	Class 7	Salary Point 2
Point 8	Class 7	Salary Point 4

- 6.8.4 Employees with a recognised 3 year degree or qualifications deemed by the OEH or EPA as equivalent will be assigned to point 1 on the EO 2 -7 salary scale.
- 6.8.5 Employees with a recognised 4 year degree or higher or qualifications deemed by the OEH or EPA as equivalent will be assigned to point 2 on the EO 2-7 salary scale.
- 6.8.6 Employees on the above scale shall be eligible to progress beyond Class 6 Salary Point 2 subject to:

- (i) the availability of work at the higher level in the employee's discipline/s; and
 - (ii) demonstrated ability and capacity to undertake more responsible work, as deemed appropriate by the OEH or EPA having regard to the employee's discipline/s.
- 6.8.7 For employees on the above scale, work will be redesigned from time to time, in accordance with the agreed process, to ensure that the work performed by the employee is commensurate with the Class that they currently occupy.
- 6.8.8 Progression beyond Class 7 Salary Point 4 will be by way of promotion to a vacant role.

7. Qualifications

- 7.1 The parties to this Award have agreed that qualifications are not to be used as barriers to assignments or promotion, however, where appropriate (e.g. for technical, competency and legal requirements), role descriptions will include qualifications.

8. On Call Allowance for Public Affairs Officers and Information Management & Communications Technology (IM&CT) Officers

- 8.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to employees of the Public Affairs Branch or IM&CT Branch who are directed to be on call.
- 8.2 The payment shall cover all time outside the normal working hours that the employee is required to be available for contact and immediate response to a call.
- 8.3 Only in exceptional circumstances would the OEH or EPA require an employee 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 \$26.43 per day.
- 8.4 Where the call results in the employee 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 employee 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.
- 8.5 The allowance shall compensate the employee for minor follow up work that may result from the call.
- 8.6 Where an employee is required to return to work again after the initial call out, the employee 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. Working Hours Including Flexible Working Hours

- 9.1 So as to ensure consistent application of the new provisions across the Organisation the commencement date for the provisions set out in this clause of the Award shall be as agreed between the parties.
- 9.2 Ordinary Working Hours
- 9.2.1 Full-time ordinary working hours shall be 35 hours per week, Monday to Friday.
- 9.3 Bandwidth
- (i) Bandwidth is the period during the day when staff may record time worked and accrue flexitime.
- 9.3.1 Standard Bandwidth

- (i) The Standard Bandwidth is 10.5 hours commencing at 7:30 a.m. and ceasing at 6:00 p.m.
- (ii) 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).
- (iii) This will be the bandwidth that an employee covered by this Award operates under unless their bandwidth is varied as per paragraph 9.3.2 below.

9.3.2 Varied Bandwidth

- (i) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval has been granted for such a variation by the employee's supervisor or Reporting Officer. A variation may apply to a group of employees or an individual.

9.4 Coretime

- (i) Coretime is the specified period during the day when employees are required to be on duty, unless on authorised leave.

9.4.1 Standard Coretime

- (i) The Standard Coretime hours will be 10:00 a.m. to 3:00 p.m. The maximum (unpaid) meal break which can be taken by an employee during Standard Coretime is 2.5 hours (as per paragraph 9.5.1 below), such that the minimum an employee must work during Coretime, exclusive of a meal break, is 3.5 hours.

9.4.2 Varied Coretime

- (i) The Standard Coretime may only be varied in circumstances where prior approval has been granted for such a variation by the employee's supervisor or Reporting Officer. A variation may apply to a group of employees or an individual.

9.5 Meal Breaks

9.5.1 An employee on the Standard Bandwidth and Standard Coretime is entitled to take a meal break between the hours of 11:30 a.m. and 2:30 p.m. The minimum meal break is 30 minutes and the maximum is 2.5 hours.

9.5.2 An employee working a Variable Bandwidth and/or Coretime may take their meal break at a time agreed between the employee and their supervisor or Reporting Officer. The minimum meal break is 30 minutes and the maximum is 2.5 hours. An employee shall not be required to be on duty for more than 5 hours from the time of commencement without a meal break.

9.6 Accrual and the taking of flex leave

9.6.1 Employees are able to take 14 hours i.e. two (2) flex leave days off in a settlement period, as long as they have accumulated enough hours to do so.

9.6.2 With prior management approval, employees 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.

9.6.3 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.

- 9.6.4 Supervisors will have full and open 24 hour access to an employee's time sheet records and records pertaining to an employee's flex leave.
- 9.6.5 Employees may carry forward to the next settlement period, in accordance with paragraphs 9.6.1 and 9.6.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.
- 9.6.6 Flex leave can be taken at either the beginning or end of a period of leave.
- 9.6.7 Flex leave can be taken as either half days or full days. Time outside the bandwidth will not accrue to flex time balance.
- 9.6.8 Employees must have prior approval before taking flex leave.
- 9.6.9 On cessation of duty Flex Credits will be dealt with in accordance with sub-clause 21(n) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

10. Overtime

- 10.1 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.

11. Excess Travelling Time

- 11.1 Time spent travelling within the time prescribed, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award:
 - (i) Before the agreed bandwidth commences, and up to 1 hour thereafter, and
 - (ii) From one hour prior to the end of the agreed bandwidth, shall be able to be claimed as 'Travelling time'.
- 11.2 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 employee's bandwidth on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.
- 11.3 Where organisational requirements prevent an employee taking Time In Lieu for Excess Travelling Time under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award it will be paid out on application.
- 11.4 The accrued time in lieu may be added to the employee's Accrued Flex hours under sub-clause 9.6 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 employee.

12. Irregular Shiftwork

- 12.1 From time to time the OEH or EPA may request an irregular or infrequent shift to be performed during the period Monday to Friday.
- 12.2 Where shift work is irregular or infrequent, the OEH or EPA shall pay a shift allowance of 30% on the normal daily rate.
- 12.3 No employee, unless it is part of that employee's normal duties, or by way of mutual agreement, shall be required to perform such a shift.
- 12.4 The requirement to work an irregular shift should not, of itself, reduce the need to work overtime on the day concerned. However, employees working an irregular shift will be paid overtime, or may opt to take

time off in lieu at overtime rates for any time worked in excess of seven hours. Flex time credits cannot be accrued when working an irregular shift.

- 12.5 An employee shall be eligible for an irregular shift allowance if required to commence duty outside of the hours 5:30 a.m. to 10:00 a.m., and the employee is not eligible for a regular shift allowance.
- 12.6 After an employee has worked an irregular shift, the employee must take a break of 10 hours prior to recommencing work. However, if requested by the OEH or EPA because of special circumstances to recommence work without completing a 10 hour break, overtime shall be paid from the time work is recommenced until such a break is taken.

13. Annual Leave Loading

- 13.1 An employee who is eligible for leave loading may elect to:
- (i) be paid their leave loading when they take sufficient leave (i.e. Recreation leave and/or Extended leave together with Flex days and/or public holidays totalling 10 or more week days), or;
 - (ii) defer their payment until the end of the relevant leave year, i.e. 30 November.

Wherever possible, payment will be made on the first pay day after 30 November.

14. Families and Field Work

- 14.1 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.
- 14.2 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.
- 14.3 Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their supervisor or Reporting Officer.

15. After Hours Incident Service (AHIS)

15.1 Arrangements

15.1.1 Suitably qualified and trained employees from the Organisation will be required to perform After Hours Incident Service duties. These duties are in addition to their ordinary weekly hours of work.

15.1.2 Details of the operational arrangements and conditions relating to the Organisation's After Hours Incident Services are set out in the relevant Procedure Guide as agreed to by the parties.

15.2 Payment

15.2.1 Payments to employees 'rostered on' the AHIS at the date of making this Award will be:

\$446.70 per week allowance - the weekly allowance incorporates the components for "inconvenience" and six incoming calls after/before ordinary hours of work;

\$21.80 for each incoming call above 6 during a roster - Not limited

\$137.00 per public holiday falling on a weekday; in addition to weekly allowance

Non-rostered employees contacted for advice out of ordinary hours of work shall receive:

\$44.00 when contacted after/before ordinary hours of work (refer to sub-clause 9.2)

15.2.2 The parties acknowledge that the provisions in paragraph 15.2.1 compensate an employee for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the employee can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to being Called-Out (refer sub-clause 15.3) for the same period.

15.2.3 These allowances will be paid on the basis of claims made by the employee, and will not form part of an employee's substantive salary, and therefore do not affect the calculation of leave or superannuation.

15.3 Call-Out

15.3.1 An employee rostered on the AHIS and called out by a person/organisation so authorised by the OEH or EPA in order to investigate pollution complaints, surveillance of potential pollution sources, or in other emergency situations outside normal working hours, will be paid a minimum of three (3) hours at overtime rates.

15.3.2 This rate will also apply to subsequent calls, provided that these are attended to after the three (3) hours time frame set by the original call out has elapsed.

15.3.3 Where an employee is called out he/she is entitled to a ten hour rest break before recommencing duty. The ten hour rest period will commence from when the employee finished the last call relating to the call-out or returned home from attending an emergency situation.

15.3.4 Where an employee is directed by management to resume working before completing a ten hour break the employee will be paid at overtime rates for all hours worked, until a ten hour break is taken.

15.3.5 Overtime is not payable when an employee resumes working, of his/her own accord before completing a ten hour break.

16. Out of Hours Disturbance- Supervising Officers

16.1 Supervising Officers who are not rostered on duty on the After Hours Incident Service will receive an allowance of \$44.00 if contacted for advice or assistance in relation to emergency complaints or pressing issues outside normal working hours. Such payment will only be made once in any twenty-four (24) hour period. This allowance is not payable when an employee is Called-Out as in sub-clause 15.3, when overtime rates will apply as contained in that clause.

16.2 The parties acknowledge that the provisions in sub-clause 16.1 compensate an employee for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the employee can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to Call-Out provisions (refer sub-clause 15.3) for the same period.

17. Declared Incidents

17.1 From time to time employees may be called upon to assist in the OEH's response to a declared incident in the National Parks and Wildlife Service.

17.2 A declared incident is not the same as an after hours incident as per clause 15 of this Award. An incident is declared and approved by a NPWS Regional Manager or other suitably authorised employee of the OEH and remains in place until such time as the declaration of the incident is lifted.

17.3 Employees with specific skills and expertise may, at the discretion of the Chief Executive or delegate, be temporarily assigned to work on a declared incident in the NPWS.

17.4 Designated Incident Roles

- (i) Employees temporarily assigned to a designated incident role as contained in clause 29, Table 4, in the NPWS Award are entitled to receive the conditions and remunerations under the Incident Conditions provisions of the Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Conditions of Employment Award, or any successor instrument to that Award.

17.5 Assignment to non-designated incident support roles

17.5.1 In special circumstances an employee may, at the discretion of the Chief Executive or their delegate, be assigned to specific support roles that are not a designated incident role as contained in sub-clause 17.4 but are associated with a declared incident.

17.5.2 Employees assigned to these roles shall be paid their normal salary rate for the ordinary hours worked with overtime rates payable beyond the employee's agreed bandwidth for the duration of the declared incident or until they return to normal duties.

18. Study Assistance

18.1 The Organisation 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.

18.2 Employees are entitled to apply for study time and study leave in accordance with the provision of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

18.3 The following costs associated with courses:

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

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

18.4 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 Organisation will be: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to the Organisation's operations or needs and is approved as such by the relevant Organisation Head; or
- (ii) is their second or successive qualification as an employee of the Organisation: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to the Organisation's operations or needs and is approved as such by the relevant Organisation Head.

18.5 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 18.4(i) or \$12,000 in respect of paragraph 18.4(ii), where other requirements have been met as in sub-clause 18.7 below.

18.6 At the discretion of the Organisation Head and where the Organisation Head determines that it is in the interests of the Organisation, approval may be given for a maximum of eight annual approvals as set out in sub-clause 18.5 above.

- 18.7 To be eligible to receive a refund, an employee must:
- (i) have been employed in the Organisation 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.
- 18.8 Employees who have received prior approval for study assistance for a particular course, or qualification under either the former OEH 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 application for another course of study will be dealt with under the provisions of this Award.
- 18.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 18.4 (i) any subsequent application for study assistance will be treated as a second application under paragraph 18.4 (ii).
- 18.11 The costs associated with courses as outlined in sub-clauses 18.3 (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 18.4 (i) and 18.4 (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

19. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 19.1 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 the Organisation's convenience; and
 - (iii) casual employees, subject to the Organisation's convenience, and limited to salary sacrifice to superannuation in accordance with sub-clause 19.7.
- 19.2 For the purposes of this clause:
- "salary" means the salary or rate of pay prescribed for the employee's classification by sub-clause 6.8 or Part B Monetary Rates, Schedule 1 - Salaries, 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.
- 19.3 By mutual agreement with the Organisation Head, an employee 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 Secretary; and
 - (ii) 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.
- 19.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 19.5 The agreement shall be known as a Salary Packaging Agreement.

- 19.6 Except in accordance with sub-clause 19.7, 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 Organisation Head at the time of signing the Salary Packaging Agreement.
- 19.7 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:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the Organisation is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Organisation's agreement, paid into another complying superannuation fund.
- 19.8 Where the employee makes an election-to salary sacrifice, the Organisation shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 19.9 Where the employee makes an election to salary package and where the employee 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 Organisation 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.
- 19.10 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 18.9 of this clause, the Organisation 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 Organisation may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 19.11 Where the employee 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 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 sub-clause 6.8 or Schedule 1 of this Award if the Salary Packaging Agreement had not been entered into.
- 19.12 The Secretary 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.
- 19.13 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.

20. No Extra Claims

- 20.1 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.

21. Union Delegates Rights and Obligations

- 21.1 An employee elected as a Union representative will, upon written notification by the Union to the Organisation, be recognised as an accredited representative of that Union, and will be allowed all reasonable time during working hours to attend to Union business and to consult with management on matters affecting the employees they represent. Such consultations should be arranged for times that are convenient to both parties.
- 21.2 Union delegates will inform their Reporting Officer of the need to absent themselves from their workplace, and will arrange a mutually acceptable time to attend to their Union duties.
- 21.3 Accredited union delegates should recognise the need to balance their absence from the job on Union business with the requirements for acceptable work performance.
- 21.4 The Organisation will provide access to the facilities and office equipment needed by union delegates to perform their Union function effectively, thus maximising the mutual advantages of a consultative approach.

22. Industrial Grievance Procedure

22.1 General

- 22.1.1 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.
- 22.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.
- 22.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Organisation may be represented by an industrial organisation of employers, and the employees of the Organisation may be represented by an industrial organisation of employees.
- 22.1.4 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 Organisation Head or delegate.

22.2 Steps to Resolve Industrial Grievances or Disputes

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 representative, if so desired.

Step 2. If, after a week since the matter was discussed with the Union representative and the Reporting Officer the matter remains unresolved, the employee(s) concerned may discuss the

matter with the Union representative 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 representative 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 representative 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 the Organisation 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*.

23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this Award 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.
- 23.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in 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.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 23.7 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."

24. Deduction of Union Membership Fees

- 24.1 The unions party to this Award shall provide the Organisation with a schedule setting out union fortnightly membership fees payable by members of each union in accordance with each union's rules.
- 24.2 Each union shall advise the Organisation 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 Organisation at least one month in advance of the variation taking effect.
- 24.3 Subject to sub-clauses 24.1 and 24.2 above, the Organisation shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the union's rules, provided that the employee has authorised the Organisation to make such deductions.
- 24.4 Monies so deducted from the employee's pay shall be forwarded regularly to the respective union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 24.5 Unless other arrangements are agreed by the Organisation and the respective unions, all union membership fees shall be deducted on a fortnightly basis.
- 24.6 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.

25. Area, Incidence and Duration

- 25.1 This Award shall apply to employees in the Office of Environment and Heritage and the Environment Protection Authority.

This Award will not apply to employees:

- (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 National Parks and Wildlife Service of the OEH including employees 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 2012 Award or any successor instrument to that Award and employees whose current conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2014 or any successor instrument to that Agreement; and
 - (iv) employed in the Botanic Gardens Trust.
- 25.2 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 24 November 2015.
- 25.3 The Award remains in force until varied or rescinded, the period for which it was made having already expired.

25.4 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Award Reviewed 2009, or any successor instrument to that Award, apply to employees covered by this Award.

PART B

MONETARY RATES

SCHEDULE 1 - SALARIES

Environment Officers - Office of Environment and Heritage & the Environment Protection Authority	
Classification	2.5% effective from the first full pay period on or after 1.7.15 Per Annum \$
Class 1	
1	34,608
2	41,811
3	45,892
4	48,697
5	50,852
6	53,624
7	59,258
Class 2	
1	59,258
2	60,998
3	62,616
4	64,955
Class 3	
1	62,616
2	64,955
3	68,204
4	70,257
Class 4	
1	68,204
2	70,257
3	73,175
4	76,049
Class 5	
1	73,175
2	76,049
3	78,953
4	81,383
Class 6	
1	78,953
2	81,383
3	84,548
4	87,120
Class 7	
1	84,548
2	87,120
3	89,755
4	93,415
Class 8	
1	89,755
2	93,415
3	96,343

	4	101,261
Class 9		
	1	96,343
	2	101,261
	3	104,172
	4	107,327
Class 10		
	1	104,172
	2	107,327
	3	111,607
	4	114,879
Class 11		
	1	111,607
	2	114,879
	3	118,318
	4	122,999
Class 12		
	1	118,318
	2	122,999
	3	127,125
	4	129,854
Class 13		
	1	127,125
	2	129,854
	3	134,161
	4	136,168
Class 14		
	1	134,161
	2	136,168
	3	142,474
	4	148,785
Class 15		
	1	142,474
	2	148,785
	3	155,095
	4	161,399
Other Rates and Allowances		
Brief Description		
AHIS weekly allowance: Inconvenience and 6 incoming calls after/before normal working hours		446.70
For each call above 6 incoming calls in an AHIS roster period; not limited		21.80
Extra per public holiday falling on a weekday		137.00
Out of hours disturbance (AHIS Supervising Officers)		44.00

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 Culture and 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 Culture and 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 affected by subclause (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 Culture and 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, e.g. 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 fees
- will 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 sub-clause (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) and (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 half 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.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.