

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE – NATIONAL PARKS AND WILDLIFE SERVICE)
CONDITIONS OF EMPLOYMENT AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 752 of 2015)

Before Commissioner Stanton

24 November 2015

REVIEWED AWARD

Arrangement

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2. Title

- 2.1 This Award shall be known as Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Conditions of Employment Award 2015.

3. Definitions

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

"Act" means the *Government Sector Employment Act 2013*.

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

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

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

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

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

"Casual Employee" means any employee engaged in terms of 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 contract 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 a family member with a disability.

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

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

"Duty Officer" means an employee either rostered for duty, or appointed on standby to serve as a divisional, branch or regional after hours contact, and to monitor and co-ordinate 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 their normal place of abode at the conclusion of each shift.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an 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.

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

"OEH" means the Office of Environment and Heritage.

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

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

"Pattern of hours" can be either flexible working hours, where start/finish times are flexible within the bandwidth of 6:00 am to 8:00 pm; or, determined where start/finish times are set.

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

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

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

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

"Regulation" means the Government Sector Employment Regulation 2014.

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

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

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

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

"Settlement Period" is a four week roster period.

"Seven Day Roster Workers" are 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 immediate supervisor or manager of the area in which an employee is employed 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.

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

4. Memorandum of Understanding

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

5. Salaries

5.1 No employee's substantive salary will drop on entering into the Award.

5.2 Salaries will be those set out in Annexures 1 - 3.

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

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

5.4 Salaries for Field Officer classifications are inclusive of leave loading.

5.5 The salaries contained in Part B, Annexures 1 - 3 of this Award will be adjusted to reflect any variation to Salaries and Allowances in the Crown Employees (Public Sector - Salaries 2015) Award or any successor instrument to that Award.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

- (i) 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-clause 6.7.

6.2 For the purposes of this clause:

- (i) "salary" means the salary or rate of pay prescribed for an employee's classification by Part B Annexures 1 - 3 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (ii) "post-compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS-HELP payments, child support payments, and judgement debtor/garnishee orders.

6.3 By mutual agreement with the Chief Executive, an 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.
- 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:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the OEH's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, the OEH shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the 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 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:
- (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 Part B Annexures 1 - 3 of this Award if the Salary Packaging Agreement had not been entered into.

- 6.12 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.
- 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 the sub-clauses 7.2, 7.3 and 7.4 shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
 - 7.1.1 Allowance rates contained in this clause are effective from the first full pay period on or after 1 July 2015.
- 7.2 Boot Allowance
 - 7.2.1 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 \$169.00 of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director 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 the 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 The OEH will provide the necessary equipment.
 - 7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.
- 7.4 Remote Area Allowance
 - 7.4.1 The Remote Area Allowance seeks to compensate staff for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.
 - 7.4.2 "Remote area" means the area of the State of N.S.W. situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in paragraph 7.4.5 Table 1 of this clause, will be paid to those 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 officers 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 |

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, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kincheha, Macquarie Marshes and Gunderbooka. |
| Grade "C" | is payable to employees living in the following locations: Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island |

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

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

8.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to employees in the Kosciusko National Park Municipal Services Unit who are directed to be on call.

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

8.3 Only in exceptional circumstances would the OEH 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 The allowance shall compensate the employee for minor follow up work that may result from the call.

8.5 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.

- 8.6 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. Standby Allowance - Including Standby Associated With Declared Incidents

- 9.1 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 appointed on standby to respond to after hours duty as required.
- 9.2 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.
- 9.3 Duty Officer support - a Duty Officer may have access to the OEH after hours contact lists, an OEH vehicle (with radio) and mobile phone (if necessary) dependent on the requirements of the duty to be performed.
- 9.4 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.
- 9.5 Standby rates
- 9.5.1 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.
- 9.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

10. Allowance for Temporary Assignments to Higher Roles

- 10.1 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.
- 10.2 The terms and conditions of the Allowance for Temporary Assignments to Higher Roles apply for the duration of the relieving period.
- 10.3 The duties and the proportion of the Allowance for Temporary Assignments to Higher Roles shall be mutually agreed to prior to the relieving period.

11. Assignment

- 11.1 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*.
- 11.2 Assignment to a higher starting salary point within the level, grade or class than Year 1 will be determined by the Chief Executive or delegate, following assessment of the successful applicant's educational qualifications, past work experience in a related field and/or relevant competency level.
- 11.3 Rangers - special assignments
 - 11.3.1 An employee possessing a minimum of a three year degree from a recognised university at time of assignment, shall commence at Ranger Grade 1 Skill Level 1.
 - 11.3.2 An employee possessing a minimum of a 4 year full-time equivalent degree (including Honours year or a teaching diploma in addition to a three year degree) from a recognised university at time of assignment, shall commence at Ranger Grade 1 Skill Level 2.
 - 11.3.3 An employee possessing a Masters Degree or a Doctorate from a recognised university at the time of assignment, shall commence at Ranger Grade 1 Skill Level 3.
 - 11.3.4 Assignment to a higher salary than those described above, shall be based on the employee having demonstrated competencies in accordance with the attached schedule which are assessed by the Area Manager and approved by the delegate.
- 11.4 Project/Research Officers - special assignments
 - 11.4.1 An employee with a three year degree in Science or related discipline from a recognised university will commence at Project Officer Grade 1 Year 1.
 - 11.4.2 An employee with a four (4) year degree in Science or related discipline from a recognised university (including an Honours year or a teaching diploma in addition to a 3 year degree) will commence at Project Officer Grade 1 Year 2.
 - 11.4.3 An employee with a Masters degree or a Doctorate from a recognised university will commence at Project Officer Grade 1 Year 3.

12. Progression

- 12.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.
- 12.2 Increments shall be processed by supervisors within one month of receipt.
- 12.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 12.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels, grades or classes.
- 12.5 Progression and competency application for Field Officer, Ranger, Project/Research Officer classifications.
 - 12.5.1 Progression within levels or grades shall be by annual increment unless otherwise specified in Annexures 1-3.
 - 12.5.2 Increments shall be processed by supervisors within one month of receipt.

- 12.5.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 12.5.4 Progression and competency applications shall be processed by supervisors within three months of receipt.
- 12.5.5 Progression to a higher level or grade shall be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels or grades.

13. Project Teams

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

14. Hours of Work

- 14.1 General
 - 14.1.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.
 - 13.1.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached to exceptions (other than declared incidents).
 - 13.1.3 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.
 - 13.1.4 Employees, except those classified as Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the employee agrees.
 - 13.1.5 The parties agree that the appropriate level of service is maintained between the hours of 8:30 am and 4:30 pm on weekdays consistent with the Guarantee of Service Policy.
 - 13.1.6 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).
 - 13.1.7 Pattern of hours is the way hours are worked each settlement period; i.e., start/finish times and days of the week for 7 day roster workers.
 - 13.1.8 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.

13.1.9 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.

13.1.10 Hours of work for roles and/or classifications will be as set out in sub-clause 14.2.

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

14.2 Ordinary hours may be organised as follows:

14.2.1 Monday to Friday Workers

- (i) Ordinary hours to be worked from Monday to Friday (inclusive).
- (ii) Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause 16 - Overtime General, of this Award.

14.2.2 Defining Monday to Friday Workers

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

13.2.3 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) annually in the case of employees who receive a 17% loading; or
 - 11 weekend days and/or public holiday (total) annually in the case of employees who receive an 8.5% loading,the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the OEH to have the 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 13.2.5 below.

13.2.4 Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in paragraph 13.2.4 (ii) except where paragraphs 13.2.2 or 13.2.3 apply.
- (ii) Seven day roster workers include the following classifications: Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional roles will be done in consultation with the union.
- (iii) This provision will also relate to specifically identified roles where the working of a seven day operation is necessary for the efficient and effective operation of the role. Identification of roles that are to be designated Seven Day Roster Workers will be done in consultation with the union.
- (iv) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to paragraph 14.2.5. Current employees will retain the loading should they transfer or win a promotion to another role as defined in the default employment category.
- (v) Ordinary hours for employees specified in paragraphs 14.2.4(ii) and 14.2.4 (iii) 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
- (vi) Employees working this pattern of hours are to have at least two consecutive full days off per week, unless otherwise agreed to between the OEH and the employee concerned.
- (vii) Employees shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the employee agrees to do so.
- (viii) A loading of 17% of annual base salary is payable to Rangers, Field Officers and Senior Field Officers for working up to a maximum of 45 combined weekend days (i.e. Saturdays and Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (ix) A loading of 8.5% of annual base salary is payable to Senior Rangers, Assistant District Managers, Field Supervisors and Senior Field Supervisors for working up to a maximum of 22 combined weekend days (i.e. Saturdays and Sundays), and 3 Public Holidays and is paid in lieu of all other penalty rates.
- (x) If an employee agrees to work more than the maximum specified in sub-clauses (viii) or (ix) of this clause, no additional payments or day in lieu shall be made.
- (xi) Employees referred to in sub-clauses (viii) or (ix) of this clause 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 |

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

14.2.5 Opt Out and Opt In

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
 - (a) paragraph 14.2.2 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;
 - (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.

14.2.6 Twenty Four Hour Bandwidth Workers

- (i) A 24 hour bandwidth, inclusive of weekends and public holidays, may be implemented for employees required to undertake or assist in duties including but not limited to law enforcement and surveillance as part of their normal duties. A 24 hour bandwidth provides the OEH with the flexibility required to ensure that such essential and/or urgent tasks, surveillance work, and field work are conducted in an efficient and timely manner.
- (ii) Ordinary hours to be worked from Monday to Sunday (inclusive).
- (iii) Ordinary hours to be worked at any time within a 24 hour bandwidth, with no fixed core time.
- (iv) Except as otherwise provided, all approved time worked in excess of 140 hours per settlement period of 4 weeks shall be paid as overtime.
- (v) Employees who are required to work their ordinary hours in a 24 hour bandwidth will perform the work subject to:
 - (a) Not more than 10 hours are to be worked in one day;
 - (b) Hours usually being worked from Monday to Friday;
 - (c) An employee having 2 days off per week;
 - (d) An employee not being directed to work more than 12 consecutive days without the payment of overtime;
 - (e) An employee not being directed to work more than 2 consecutive weekends; and
 - (f) An employee not being directed to work more than 75 days field work per annum.
- (vi) A loading of 9.7% shall be paid to all employees working on a 24 hour bandwidth in lieu of any other penalty rates for working ordinary hours on weekends and public holidays.

(vii) A 24 hour bandwidth will not be implemented where the provisions as per the seven day roster - see sub-clause 14.3 of this Award - will accommodate the operational requirements of the NPWS.

(viii) Implementation of a 24 hour bandwidth in NPWS will only occur following consultation and agreement of the union.

14.3 Set Pattern of Hours

14.3.1 These provisions apply to employees in the Field Officer classification who work a set pattern of hours within each 4 week roster period.

14.3.2 The set pattern of hours will be decided and agreed to by the employee and their supervisor at the time each 4 week roster is determined.

14.3.3 The starting and finishing times set for the roster period will be within the bandwidth of 6:00 a.m. and 8:00 p.m. (Monday to Sunday) inclusive.

14.3.4 The set pattern of ordinary hours of work, exclusive of meal breaks can be worked as:

(i) five 7 hour 22 minute days with 22 minutes accruing towards an allocated day off each 4 week roster period; or

(ii) four 9 hour 20 minute days with 35 minutes accruing towards an allocated day off each 4 week roster period.

14.3.5 The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval. The employee shall give 2 weeks' notice prior to the commencement of this arrangement to the Area or Regional Manager, where possible and 2 weeks' notice of its cessation, by mutual agreement.

14.3.6 Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave, and any public holiday occurring during the settlement period, shall be a day worked for accrual of an allocated day off.

14.3.7 Days taken as leave without pay do not accrue any time towards an allocated day off.

15. Variation of Hours

15.1 Where the OEH directs that the set starting and finishing times and/or days to be worked be changed, employees shall be given at least 2 weeks' notice. (This requirement does not apply in incidents.)

15.2 Where the hours and/or days are varied by mutual agreement between the OEH and the employee within the bandwidth, no penalty is paid.

15.3 Where the OEH provides 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.

15.4 Where the OEH does not provide 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply.

15.5 Where the employee requests a variation to hours and/or days and this is agreed by the OEH, no loading shall be paid.

15.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6:00 a.m. to 10:00 p.m. for the Award classifications that are covered by the Set Patterns of Hours clause (sub-clause 14.3). The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each year to be worked under this

agreed arrangement. Such employees during the designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours' notice without the payment of the additional 25% loading penalty.

16. Overtime - General

16.1 General

16.1.1 General overtime conditions of 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.

16.1.2 Overtime is payable for all approved time worked:

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

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

16.2 Overtime at Home

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

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

17. Meal Breaks

17.1 Unpaid Meal Breaks

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

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

17.2 Paid Meal Breaks

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

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

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

18. Rest Breaks

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

18.2 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.

- 18.3 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.

19. Flexible Working Hours

- 19.1 So as to ensure consistent application and the orderly implementation of the new provisions across the OEH the commencement date for the provisions set out in this clause of the Award shall be as agreed between the parties.

19.2 Ordinary Working Hours

- 19.2.1 Full-time ordinary working hours shall be an average 35 hours per week over a 4 week period.

19.3 Bandwidth

- 19.3.1 Bandwidth is the period during the day when employees may record time worked.

19.3.2 Standard Bandwidth

- (i) The Standard Bandwidth commences at 6:00 a.m. and ceases at 8:00 p.m. for employees in roles classified as Ranger, Senior Ranger and Assistant District Manager. For all other employees the Standard Bandwidth is 6:00 a.m. to 6:00 p.m. unless the employee has agreed to work their ordinary hours in a wider bandwidth until 8:00 p.m. The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break). This will be the bandwidth that an employee covered by this Award operates under unless their bandwidth is varied as per clause 15 above.
- (ii) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval by the appropriate delegate has been granted for such a variation. A variation may apply to a group of employees or an individual employee.

19.4 Guarantee of Service

- 19.4.1 This is the specified period during the day between the hours of 8:30 a.m. and 4:30 p.m. on a weekday when an appropriate level of service is maintained in NPWS work locations.

19.5 Accrual and the taking of flex leave

- 19.5.1 Employees are able to take 14 hours, i.e. two days (2) flex leave days, off in a settlement period as long as they have accumulated enough hours to do so.
- 19.5.2 With prior management approval, 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.
- 19.5.3 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.
- 19.5.4 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.
- 19.5.5 Employees may carry forward to the next settlement period, in accordance with paragraphs 19.5.1 and 19.5.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.
- 19.5.6 Flex leave can be taken at either the beginning or end of a period of leave.

- 19.5.7 Flex leave can be taken as either half days or full days. Time outside the bandwidth will not accrue to flex time balance.
- 19.5.8 Employees must have prior approval before taking flex leave.
- 19.5.9 On cessation of duty, Flex Credits will be dealt with in accordance with sub-clause 21.14 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

20. Temporary and Casual Work Arrangements

- 20.1 Temporary and casual employees will be employed by the OEH in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 20.2 Temporary Employees
- 20.2.1 Temporary employees may be employed by the OEH on either a full-time or part-time basis in any NPWS classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on an ongoing basis.
- 20.2.2 Temporary employees shall be entitled to uniforms (if the role requires such use), Annual NPWS Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 20.2.3 In accordance with the Superannuation Guarantee legislation, temporary employees are entitled to employer-based contributions to their nominated superannuation fund.
- 20.2.4 Temporary employees employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary employees employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.
- 20.3 Casual Employees
- 20.3.1 Casual employees shall be engaged by the OEH on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 20.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the 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%;
- 20.3.3 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.
- 20.3.4 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*. Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

- 20.3.5 Overtime payments for casual employees are calculated on the ordinary base hourly rate (the 25% loading is not included).
- 20.3.6 Casual employees shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award:
- (i) Unpaid parental leave in accordance with paragraph 12.5.4
 - (ii) Personal Carer's entitlement in accordance with sub-clause 12.6 and
 - (iii) Bereavement entitlement in accordance with sub-clause 12.7
- 20.3.7 This entitlement is also set out in this Award at Annexure 4 - Casual Leave Entitlements.
- 20.3.8 Casual employees shall be engaged and paid for a minimum of three consecutive hours for each day worked.

21. Part-Time Work Arrangements

- 21.1 Part-time work may be available to:
- (i) ongoing and temporary employees who wish to work part-time in an existing role;
 - (ii) existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the role;
 - (iii) employees recruited and assigned to a role where the approved hours are less than full-time.
- 21.2 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.
- 21.3 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.
- 21.4 Return to full-time employment before the expiry of the agreed period of part-time work is subject to availability of work and adequate period of notice.
- 21.5 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.
- 21.6 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 agreed part-time hours any arrangements to alter the existing part-time work arrangement need to be negotiated and agreed to at the outset.

22. Job Sharing

- 22.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 22.2 The OEH will support employees sharing a role provided that:
- (i) the arrangement is fair and equitable to the employees involved;
 - (ii) the employees involved in the job sharing arrangement agree to the arrangement;
 - (iii) the arrangement can be on an ongoing or temporary basis;

- (iv) the arrangement is in the best interests of the smooth functioning of the OEH, ensuring that customer/client-OEH relationship is maintained.
- 22.3 The days each employee shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 22.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 22.5 The employees involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

23. Public Holidays and Public Service Holiday

23.1 General

23.1.1 Unless directed to attend for duty by the Chief Executive or delegate, an 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.

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

23.2 Monday to Friday Workers

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

23.2.2 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.

23.3 Seven Day Roster Workers

23.3.1 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 14 - Hours of Work.

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

23.3.3 Provisions of paragraph 23.3.2 do not apply to an employee who is required to work on a Public Service Holiday and this is not included in the specified number of public holidays for which the loading is paid as per clause 14 – Hours of Work, 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.

23.4 Twenty Four Hour Bandwidth Workers

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

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

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

24. Leave

24.1 General

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

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

- 24.1.2 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.

25. Recreation Leave and Annual Leave Loading

25.1 Recreation Leave

- 25.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,
- 25.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year,
- 25.1.3 For Twenty Four Hour Bandwidth Workers paid recreation leave accrues at the rate of 30 days per year.

25.2 Annual Leave Loading

- 25.2.1 Annual Leave loading for Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.
- 25.2.2 Annual Leave loading for 7 Day Roster Workers and Twenty Four Hour Bandwidth Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.
- 25.2.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

26. Family and Community Service Leave

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

27. Excess Travel Time

- 27.1 Time spent travelling, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award:
- (i) before the agreed bandwidth commences, and up to 1 hour thereafter, and from one hour prior to the end of the agreed bandwidth; or

- (ii) commencing a set pattern of hours as per sub-clause 14.3 of this Award shall be able to be claimed as 'Travelling Time'.
- 27.2 Provided that travelling time shall not include any period of travel between 11:00 p.m. on any one day and the start of the employee's bandwidth on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.
- 27.3 Where organisational requirements prevent an employee taking Time In Lieu for Excess Travelling Time within the timeframe under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award it will be paid out by application.
- 27.4 The accrued time in lieu may be added to the employee's Accrued Flex hours under sub-clause 19.5 to be taken at a mutually convenient time but at all times the nature of the time being accrued (i.e. time in lieu or flex time) must be clearly distinguished and recorded by the employee.

28. Contact with Employees on Parental and Maternity Leave

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

29. Incident Conditions

- 29.1 General
 - 29.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.
 - 29.1.2 Flexible Working Hours Arrangements and bandwidths will be suspended at the time of the incident being declared for those employees involved in the incident.
 - 29.1.3 Adjustments to hours will be carried forward to the next settlement period.
 - 29.1.4 On successful completion of basic fire fighting training all 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.
 - 29.1.5 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 or Flexi Day Off as in paragraph 29.2.5 of this Award.
 - 29.1.6 "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.
- 29.2 Conditions
 - 29.2.1 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 28.5 Incident Responsibility Rates, whichever is the greater.

- 29.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.
- 29.2.3 All travel to and from an incident will be paid as if part of the Incident.
- 29.2.4 If an 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.
- 29.2.5 Employees required to work on their Allocated Day Off/Flexi Day/Rostered Day Off will be receive either:
 - (i) overtime for the whole shift in addition to the normal pay for the day; or
 - (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.
- 29.2.6 This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

29.3 Start and Finish Times

- 29.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.
- 29.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.
- 29.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.
- 29.3.4 Where an officer is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation plus 30 minutes.

29.4 Shift arrangements during Incidents

- 29.4.1 A normal shift is seven hours, however 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).
- 29.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.
- 29.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering Teams and Administrative Assistance) a twenty four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where 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 flexi days or flex leave or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.
- 29.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

29.5 Incident responsibility rates

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

Table 4

| | 2.5% increase effective from first full pay day 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 | |

- 29.5.2 Employees with specific skills assigned to work in any of the identified Incident Positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For employees receiving the Allowance for Temporary Assignments to Higher Roles or on temporary assignment the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period or temporary assignment.
- 29.5.3 Where the level and grading of any new or additional Incident Positions has not been determined employees will be paid their substantive hourly rate or for employees receiving the Allowance for Temporary Assignments to Higher Roles or temporary assignment the hourly rate that they were paid when the incident was declared for the duration of their relieving period or temporary assignment.
- 29.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.
- 29.5.5 Employees must be assigned to or exercise the responsibilities of an incident responsibility role for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.
- 29.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

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

29.6 Payment associated with Incidents

29.6.1 This replaces the provisions of clause 16 - Overtime, in relation to overtime worked in respect of incidents.

29.6.2 Payment will be calculated as follows:

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

29.6.3 No 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.

29.7 Family and Dependent Care During Incident Conditions

29.7.1 The 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.

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

29.8 Provision of meals and accommodation while working on Incident

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

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

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

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

29.8.5 Where returning home or to other accommodation is not possible or practical and the employees are required to camp, they will be paid the Field Allowance set out in sub-clause 7.3 - Allowances, of this Award.

29.9 Standby Associated with Incidents

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

29.9.2 These provisions do not apply to classifications where standby is a usual and regular part of their duties such as Sewage Treatment Plant Officers. Such classifications will be paid on call allowance in accordance with the provisions of clause 8 of this Award.

30. Working from Home

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

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

31. Dependent Care

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

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

32. Families and Field Work

- 32.1 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.

- 32.2 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.
- 32.3 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.

33. Training and Development

- 33.1 The parties to this Award confirm a commitment to skill development for employees of the OEH.
- 33.2 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 employee's current role and their future career path.
- 33.3 All training and development will be managed and conducted in accordance with the OEH's Learning and Development Framework as varied from time to time.
- 33.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable employees with dependent responsibilities to pursue residential training and development opportunities.

34. Study Assistance

- 34.1 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.
- 34.2 Employees are entitled to apply for study time and study leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 34.3 The following costs associated with courses:
- (i) Higher Education Contribution Help Scheme fee; or
 - (ii) TAFE compulsory fees; or
 - (iii) Compulsory post-graduate fees; or
 - (iv) Compulsory full fee paying course fees;
- will be reimbursed by the OEH in accordance with the guidelines following.
- 34.4 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 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 OEH: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Chief Executive.
- 34.5 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 34.4 (i) or \$12,000 in respect of paragraph 34.4 (ii) of this clause, where other requirements have been met as in sub-clause 34.7 below.

- 34.6 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the OEH, approval may be given for a maximum of eight annual approvals as set out in sub-clause 34.4 above.
- 34.7 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.
- 34.8 Employees who receive prior approval for study assistance for a particular course, or qualification under either the EPA, NPWS or Resource NSW policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under paragraph 34.4 (ii).
- 34.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 34.4 (i) any subsequent application for study assistance will be treated as a second application under paragraph 34.4 (ii) of this clause.
- 34.10 The costs associated with courses as outlined in paragraphs 34.3 (i)-(iv) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 34.4 (i) and 34.4 (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

35. Training Competency

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

36. Engagement of Contractors

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

37. Anti-Discrimination

- 37.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, and responsibilities as a carer.
- 37.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.

37.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

37.4 Nothing in this clause is to be taken to affect:

- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (ii) offering or providing junior rates of pay to persons under 21 years of age;
- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

37.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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

37.7 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."

38. Redundancy Entitlements

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

39. Workplace Environment

39.1 The 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*.

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

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

40. Housing

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

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

41. Consultation and Monitoring

41.1 The parties agree to continued consultation to ensure the implementation of more flexible work patterns and arrangements.

42. Industrial Grievance Procedure

42.1 General

- 42.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 42.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.
- 42.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the OEH may be represented by an industrial organisation of employers, and the employees of the OEH may be represented by an industrial organisation of employees.
- 42.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the 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.

42.2 Steps to Resolve Industrial Grievances or Disputes

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

Step 1. The matter is discussed between the employee(s) and the Reporting Officer or other appropriate officer 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 the OEH and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

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

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the NSW Industrial Relations Commission or NSW Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

43. Deduction of Union Membership Fees

- 43.1 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales shall provide the OEH with a schedule setting out its fortnightly membership fees payable by its members in accordance with the its rules.
- 43.2 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales shall advise the OEH of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of its fortnightly membership fees payable shall be provided to the OEH at least one month in advance of the variation taking effect.
- 43.3 Subject to sub-clauses 43.1 and 43.2 above, the OEH shall deduct the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the its rules, provided that the employee has authorised the OEH to make such deductions.
- 43.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales together with all necessary information to enable it to reconcile and credit subscriptions to employees' membership accounts.
- 43.5 Unless other arrangements are agreed by the OEH and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, all Union membership fees shall be deducted on a fortnightly basis.
- 43.6 Where an employee has already authorised the deduction of Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

44. Saving of Rights

- 44.1 At the time of making this Award, no 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 condition of employment as a consequence of making this Award.

45. No Extra Claims

- 45.1 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.

46. Area, Incidence and Duration

- 46.1 This Award will apply to employees and casual employees in classifications covered by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, employed within the National Parks and Wildlife Service of the Office of Environment and Heritage.
- 46.2 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 Botanic Gardens Trust; or

- (iv) whose current conditions and entitlements are determined by the Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2015 Award or any successor instrument to that Award; or
 - (v) whose current conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2014 or any successor instrument to that Agreement.
- 46.3 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 24 November 2015.
- 46.4 Changes made to this Award subsequent to it being published on 10 August 2012 (373 I.G. 1206) have been incorporated into this Award as part of the review.
- 46.5 The Award remains in force until varied or rescinded, the period for which it was made having already expired.
- 46.7 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any successor instrument to that Award apply to employees covered by this Award.

PART B

ANNEXURE 1

Salary Schedule for Ranger Classifications

| Classification and Grades | 2.5% effective from the first full pay period on or after 01.07.15 Per annum \$ |
|---------------------------|---|
| Ranger Classification | |
| Trainee Rangers | |
| 1st year of service | 52,563 |
| 2nd year of service | 53,507 |
| 3rd year of service | 55,119 |
| 4th year of service | 56,106 |
| 5th year of service | 56,691 |
| 6th year of service | 57,511 |
| Rangers | |
| Grade 1 | |
| 1st level | 57,511 |
| 2nd level | 59,774 |
| 3rd level | 63,108 |
| 4th level | 67,638 |
| 5th level | 74,551 |
| 6th level | 78,914 |
| Grade 2 | |
| 1st Year | 80,485 |

| | |
|--|---------|
| 2nd Year | 82,874 |
| 3rd Year | 85,396 |
| 4th Year | 88,831 |
| Senior Ranger 1st year & thereafter | 95,471 |
| Assistant District Manager Grade 1 | 98,316 |
| Grade 2 | 105,208 |
| Grade 3 | 113,712 |
| Grade 4 | 118,535 |
| District Manager Grade 1 | 101,084 |
| Grade 2 | 108,346 |
| Grade 3 | 118,535 |
| Grade 4 | 125,962 |
| Grade 5 | 131,511 |

Progression Criteria

Rangers

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

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

Progression

Trainee Ranger

Progression from level to level shall be subject to:

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

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

Ranger Grade 1/2

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

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

- (a) completion of 12 months satisfactory service at Ranger Grade 1 Skill Level 6;
- (b) the employee having demonstrated competency in specific skills as shown in the schedule; and

- (c) the Chief Executive being satisfied that the employee's performance and nature and quality of work performed warrants progression.

Qualifications - grandfathered provisions

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

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

ANNEXURE 2

Salary Schedule for Project/Research Officer Classification

| Classification and Grades | 2.5% effective from the first full pay period on or after 01.07.15 Per annum \$ |
|-------------------------------|---|
| Grade 1 | |
| 1st Year | 59,562 |
| 2nd Year | 61,472 |
| 3rd Year | 67,059 |
| 4th Year | 72,300 |
| 5th Year | 77,505 |
| Grade 2* | |
| 1st Year | 83,022 |
| 2nd Year | 85,451 |
| 3rd Year | 88,015 |
| Grade 3* | |
| 1st Year | 92,446 |
| 2nd Year | 95,413 |
| 3rd Year | 98,367 |
| 4th Year | 100,327 |
| Grade 4* | |
| 1st Year | 101,288 |
| 2nd Year | 104,200 |
| Grade 5 | |
| 1st Year | 109,485 |
| 2nd Year | 114,129 |
| Grade 6 | |
| 1st Year | 121,277 |
| 2nd Year | 122,550 |
| *Progression criteria applies | |

Salary Schedule for Project Officer (Aboriginal Positions) Classification

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

| Classification and Grades | 2.5% increase effective from the first full pay period on or after 01.07.15 Per annum \$ |
|------------------------------------|---|
| Project Officer (Aboriginal Roles) | |
| Grade 1 | |
| 1st Year | 59,562 |
| 2nd Year | 61,472 |
| 3rd Year | 67,059 |
| 4th Year | 72,300 |
| 5th Year | 77,505 |
| Grade 2* | |
| 1st Year | 83,022 |
| 2nd Year | 85,451 |
| 3rd Year | 88,015 |
| Grade 3* | |
| 1st Year | 92,446 |
| 2nd Year | 95,413 |
| 3rd Year | 77,639 |
| 4th Year | 100,327 |
| Grade 4* | |
| 1st Year | 101,288 |
| 2nd Year | 104,200 |
| Grade 5 | |
| 1st Year | 109,485 |
| 2nd Year | 114,129 |
| | |
| Grade 6 | |
| 1st Year | 121,277 |
| 2nd Year | 122,550 |
| *Progression criteria applies | |

Progression

Project/Research Officer Grade 1

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

Project/Research Officer Grade 2

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

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

Project/Research Officer Grade 3

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

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

Project/Research Officer Grade 4

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

- (a) 12 months satisfactory service on the salary of Project/Research Officer Grade 3 Year 3; and
- (b) the employee's qualifications, ability, reputation, standing and work in the employee's professional field, or the extent to which the employee is required to supervise and give professional direction of a significant nature to employees of an equivalent salary/grade are, or is such, that he/she would not continue to be fairly remunerated at the level of the salary prescribed in this Award or equivalent classification. Any decision as to the employees to whom such salary shall be payable shall be that of the Chief Executive.

Project/Research Officer Grades 5 and 6

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

Performance Review Committee

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

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

ANNEXURE 3

Salary Schedule for Field Officer Classification

| Classification and Grades | 2.5% increase effective from the first full pay period on or after 01.07.15 Per annum \$ |
|---|---|
| Field Officer Base Grade 1/2: Employees engaged on or after 1 July 2007 | |
| Grade 1 | |
| 1st Year | 45,178 |
| 2nd Year | 46,319 |
| Grade 2 | |
| 1st Year | 47,387 |
| 2nd Year | 49,597 |
| Field Officer Grade 1/4: Employees engaged on or after 01.07.07 | |
| Grade 1 | |
| 1st Year | 45,178 |
| 2nd Year | 46,319 |
| Grade 2 | |
| 1st Year | 47,387 |
| 2nd Year | 49,597 |
| Grade 3 (A) | |
| 1st Year | 56,594 |
| 2nd Year | 57,591 |
| Grade 4 (A) | |
| 1st Year | 59,204 |
| 2nd Year | 60,272 |
| Field Officer Grade 1/4: Employees engaged on or before 30.06.07 | |
| Grade 1 | |
| 1st Year | 52,233 |
| 2nd Year | 53,210 |
| Grade 2 | |
| 1st Year | 54,009 |
| 2nd Year | 55,043 |
| Grade 3 (A) | |
| 1st Year | 56,594 |
| 2nd Year | 57,591 |
| Grade 4 (A) | |
| 1st Year | 59,204 |
| 2nd Year | 60,272 |
| Field Officer Grade B3/B4: Employees engaged on or before 30.06.07 | |
| Grade 3 (B) | |
| 1st Year | 56,594 |

| | |
|---|--------|
| 2nd Year | 57,591 |
| Grade 4 (B) | |
| 1st Year | 59,204 |
| 2nd Year | 60,272 |
| Senior Field Officer and Senior Field Officer (Plant) | |
| Grade 1 | |
| 1st Year | 61,612 |
| 2nd Year | 62,659 |
| Grade 2 | |
| 1st Year | 63,926 |
| 2nd Year | 65,264 |
| Field Supervisor | |
| Grade 1 | |
| 1st Year | 67,502 |
| 2nd Year | 69,050 |
| Grade 2 | |
| 1st Year | 70,597 |
| 2nd Year 2 | 72,145 |
| Senior Field Supervisor | |
| Grade 1 | |
| 1st Year | 78,271 |
| 2nd Year | 80,194 |
| Grade 2 | |
| 1st Year | 82,119 |
| 2nd Year | 84,041 |

Progression Criteria for Field Officer Classification

Progression Criteria

Field Officers

All Field Officer roles shall be at either the level of Field Officer Grade 1-2 or Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

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

Field Officer Grade 1

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

Assignment to 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 for plant used.

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

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

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

Field Officer (Plant) Grade 4

Progression to Field Officer (Plant) Grade 4 shall be subject to:

- (a) 12 months satisfactory service on salary of Field Officer (Plant) Grade 3; and
- (b) all the essential and 10 desirable competency requirements of a Field Officer (Plant) Grade 3 and these being certified by the direct supervisor and the Regional Manager.

Senior Field Officer Grade 1

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 officers 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 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 (Plant) Grade 1; and
- (c) the employee having demonstrated all essential and 5 desirable competencies for Senior Field Officer (Plant) Grade 2, 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

Progression 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 Grade 1 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 this classification shall be subject to competitive selection for advertised vacancies.

ANNEXURE 4

Casual Leave Entitlements

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

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

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

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

Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 26 who is sick and requires care and support, or who require care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).
- (ii) The Chief Executive and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) A Chief Executive must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
 - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (c) In normal circumstances, a casual employees must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (v) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

Bereavement entitlements for casual employees

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

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

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

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

PART C

Memorandum of Understanding

Parties

The parties to this Memorandum of Understanding are:

The Industrial Relations Secretary ("The Secretary"); 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 *Government Sector Employment Act 2013*.
- 1.4 The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.
- 1.5 The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative
- 1.6 This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.
- 1.7 The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.
- 1.8 The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.
- 1.9 The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.

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

2. Matters Agreed - Non- Award

- 2.1 Departmental Performance Management System: The parties agree that current performance management systems operating within the Department and known as SPEADS; PMD and CAPS shall be replaced with a single departmental wide performance management system. The parties further agree that until such time as the new system is operational, the current arrangements in situ for performance management shall continue.
- 2.2 Cultural Heritage Division: (a) The parties agree that those positions currently known as Aboriginal Project Officers 1-2 will transfer to the EPO 2-7 grade on the salary scale and Aboriginal Project Officers 3-4 will transfer to the EPO 9 grade on the salary scale. The date of transfer to the new salary scale shall be as at the date that the awards are made.
 - (a) The parties agree to develop progression criteria for the Aboriginal Project Officer positions after the signing of this memorandum of understanding and prior to the making of the award.
 - (b) The parties agree that Aboriginal Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for a progression. If such an application is successful, then progression shall take place and salaries shall be paid as a personal salary to the appropriate point on the Aboriginal Project/Research officer salary scale.

- (c) The parties agree that all other staff currently employed within the Cultural Heritage Division will transfer to the closest salary point on the EPO salary scale that is equal to or less than their existing salary rate. The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the transferred position or receives an increment that would take them past their previous personal salary. The parties further agree that there is no requirement or need for any of the positions effected by sub-clause (d) to undergo a job evaluation so as to facilitate the transfer to the new salary scale.
- (d) The parties agree that all staff transferred from the Cultural Heritage Division to the EPO salary scale who currently receive the remote area allowance as per the Crown Employees (NPWS) Conditions of Employment 2000 award (clause 5 (D)) shall be paid the difference in the amount paid pursuant to this award and the amount paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award as a personal salary whilst they continue to occupy the same position.

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

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

2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers:

- (a) The parties agree that the Department shall undertake a review of the operation of competency standards as currently applied in respect of rangers.

Review of roles of Senior Rangers.

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

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

3. Matters Agreed - for Inclusion in the Awards.

- 3.1 Study Assistance: the parties agree that both the Awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.
- 3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."
- 3.4 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;
- 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.

ATTACHMENT 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) DEC will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- (iii) The following costs associated with courses -
 - Higher Education Contribution Help scheme Fee; or
 - TAFE compulsory fees; or
 - Compulsory post-graduate fees; or
 - Compulsory full fee paying course feeswill be reimbursed by the Department in accordance with the guidelines following.
- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
 - (a) is their first qualification as an employee of DEC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General; or
 - (b) is their second or successive qualification as an employee of DEC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General.
- (v) Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.
- (vi) At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in (v) above.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and

- (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- (viii) Staff members who received prior approval for study assistance:
- (a) under this clause or similar clause/policy of a related entity, and
 - (b) commenced the approved course/subject under the award or policy at the time, and
 - (c) there is no break in the continuity of study and successful completion.

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

- (ix) The costs associated with courses as outlined in subclause (iii) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses (iv) (a)(b) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

ATTACHMENT 2

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

Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; i.e. 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

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