REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/262

TITLE: National Parks and Wildlife Service Law Enforcement Officers'
Enterprise Agreement 1999

I.R.C. NO:

99/2849

DATE APPROVED/COMMENCEMENT: 21 June 1999

TERM:

12 months

NEW AGREEMENT OR

VARIATION:

New. Replaces EA 96/214

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

31

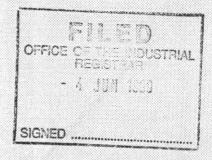
COVERAGE/DESCRIPTION OF

EMPLOYEES:

Applies to Law Enforcement Officers of the National Parks and Wildlife

Service in NSW

PARTIES: National Parks & Wildlife Service -&- Cathryn Linda Bell, George Breton, Kevin Maxwell Hillier, Richard John McEvilly



NATIONAL PARKS AND WILDLIFE SERVICE

LAW ENFORCEMENT OFFICERS
ENTERPRISE AGREEMENT
1999

Registered Enterprise Agreement

1. ARRANGEMENT

- 2. PARTIES TO THE AGREEMENT
- TITLE OF THE AGREEMENT
- 4. INTENTION
- 5. INCIDENCE
- 6. PERIOD OF OPERATION
- 7. DEFINITIONS
- 8. SALARIES
- ALLOWANCES
- 10. TRANSITIONAL ARRANGEMENTS
- 11. APPOINTMENT
- JOB EVALUATION
- 13. HIGHER DUTIES
- 14. PROJECT TEAMS
- 15. HOURS
- 16. PATTERN OF HOURS
- 17. VARIATION OF HOURS
- 18. MEAL BREAKS
- 19. REST BREAKS
- 20. CASUAL WORK ARRANGEMENTS
- 21. TEMPORARY EMPLOYEES
- 22. PUBLIC HOLIDAYS
- 23. PUBLIC SERVICE HOLIDAY
- 24. PART-TIME WORKING ARRANGEMENTS
- 25. JOB SHARING
- 26. OVERTIME
- 27. STANDBY
- 28. ANNUAL LEAVE
- 29. CONCESSIONAL LEAVE
- 30. TRAVELLING COMPENSATION LEAVE
- 31. SPECIAL SICK LEAVE
- 32. CONTACT WITH EMPLOYEES ON PARENTAL AND MATERNITY LEAVE
- 33. FAMILY AND COMMUNITY SERVICE LEAVE
- 34 FAMILY LEAVE
- 35. LEAVE WITHOUT PAY
- 36. INCIDENT CONDITIONS
- 37. WORKING FROM HOME
- 38. OVERTIME AT HOME
- 39. EMPLOYER SPONSORED CHILD CARE
- 40. DEPENDANT CARE
- 41. FAMILIES AND FIELD WORK
- 42. TRAINING AND DEVELOPMENT
- 43. STUDY ASSISTANCE
- 44. TRAINING COMPETENCY
- 45. PERFORMANCE MANAGEMENT AND DEVELOPMENT
- 46. WORKFORCE PLANNING
- 47. INFORMATION TECHNOLOGY
- 48. WORKPLACE ACCOMMODATION
- 49. SERVICE HOUSING
- 50. CONSULTATION AND MONITORING
- 51. GRIEVANCE AND DISPUTES PROCEDURE
- 52. DECLARATION

Registered Enterprise Agreement

2. PARTIES TO THE AGREEMENT

This Enterprise Agreement, made pursuant to the provisions of Sections 29-47 of the *Industrial Relations Act 1996*, was entered into between:

* The Director-General of the National Parks and Wildlife Service, and the Public Employment Office, a corporation constituted under Section 49A of the Public Sector Management Act 1988;

and

*	Kevin Hillier)	
	George Breton)	
	Cathryn Bell)	employees covered by this Agreement
	Richard McEvilly)	

3. TITLE OF THE AGREEMENT

This Agreement will be known as the National Parks and Wildlife Service Law Enforcement Officers' Enterprise Agreement 1999.

4. INTENTION

The purpose of this Agreement is to partially regulate the salaries and conditions of employment in the National Parks and Wildlife Service Law Enforcement Officers.

The parties agree that the Agreement will be interpreted and applied in a fair and equitable manner recognising that Law Enforcement Officers of the National Parks and Wildlife Service contribute to working with the community to conserve and foster appreciation of nature, Aboriginal heritage and historic heritage in New South Wales.

5. INCIDENCE

- (i) This Agreement will replace the following industrial instruments in so for as they apply to employees:
- * Crown Employees (Public Sector Salaries June, 1997) Award

* Sections 34, 38, 41 and 44 of Part 5 of the Public Sector Management (General) Regulation 1996

- * Sections 4 and 59 of Part 6 of the Public Sector Management (General) Regulation 1996
- National Parks and Wildlife Service Law Enforcement Officers' Enterprise Agreement 1996
- (ii) The following industrial instruments, in so far as they fix rates of pay or conditions of employment covered by this Agreement, shall no longer apply to employees for the term of the agreement:
- Determination (undated), Law Enforcement Officers

Registered
Enterprise Agreement

- (iii) This Agreement does not affect the terms and conditions of employment regulated by the following industrial instruments, except as provided for by this Agreement:
- * Crown Employees (Public Service Conditions Of Employment 1997) Award
- * Part 3 of the Public Sector Management (General) Regulation 1996
- * Part 5 of the Public Sector Management (General) Regulation 1996
- * Part 6 of the Public Sector Management (General) Regulation 1996
- * Personnel Handbook December, 1997
- (iv) The parties agree that the hourly rate of pay for ordinary hours of work provided for by this agreement shall not, at any time, be less than those provided for by the industrial instrument that would cover the employee, if this agreement had not been made.
- (v) The parties agree that the Law Enforcement Officers, National Parks and Wildlife Service Enterprise Agreement no. 214 of 1996, will be terminated in accordance with the *Industrial Relations Act*, 1996 upon registration of this Agreement.

6. PERIOD OF OPERATION

- (i) The term of this Agreement will be for a period of 12 months from the date of registration of this Agreement.
- (ii) This Agreement can only be terminated by mutual agreement during the term of the Agreement, or at or after its expiration by one of the parties giving at least 3 months' notice of intention to terminate to all the other parties.

7. **DEFINITIONS**

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

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

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

"Crew Leader" means an officer responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an officer diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Daily contract hours" are the number of ordinary hours of work an employee is require to perform on an ordinary working day.

"Dependant" means a partner, husband, wife, child, elderly parent or family member with a disability.

"Director-General" means the Director-General of the National Parks and Wildlife Service or an officer acting under the delegation of the Director-General.

Registered Enterprise Agreement

- "Dispute" is a disagreement between employees and the Service concerning the employment relationship.
- "Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated.
- "Duty Officer" means an officer rostered for duty or operating after hours, as directed by the Director-General, to serve as co-ordinator of the Director-General's emergency response organisation by receiving and passing on reports and other information, altering reserve resources where necessary, liaising with other organisations involved in emergency response performing normal duties as required.
- "Employee" means and includes all persons permanently or temporarily employed by the National Parks and Wildlife Service, under the provision of the *Public Sector Management Act*, 1988.
- "Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.
- "Fieldwork" refers to work undertaken in the field in an area away from an employee's normal work location, and which precludes the employee from returning to his normal place of abode at the conclusion of each shift.
- "Grievance" is any workplace problem which causes an employee concern.
- "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 Director-General. (N.B. Does not include hazard reductions)
- "Incident Controller" means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.
- "Incident duties" means all work involved in emergency incidents effort in which there is Service 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.
- "Logistic Officer" means an officer responsible for providing facilities, services, and materials in support of the incident.
- "Nominated working place" means the location where an employee normally commences work.
- "Ordinary working hours" means the average number of hours the employee is required to work each week.
- "Operations Officer" means an officer responsible for the management of all operations directly applicable to the incident.

Registered
Enterprise Agreement

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

"Project team" is a team of employees established to work on a designated project.

"Rostered Day Off" means the day/s of the week that the employee is not required to work, except those days that are taken as approved leave, time in lieu or as an allocated day off.

"Sector Commander" means an officer who is responsible for implementation of the designated portion of the Incident Action Plan, allocation of resources within the sector, and reporting on progress of command operations and status of resources within the sector.

"Service" means the NSW National Parks and Wildlife Service.

"Settlement Period" is the 4 week roster period.

"7 Day Roster Workers" are employees whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive).

"Standby" means when an officer has been directed by the Director-General, or their nominee, to be available outside normal working hours for immediate call-out or response.

8. SALARIES

- (i) No employee's substantive salary will drop on entering into the Agreement.
- (ii) Salaries will be those set out in Annexure 1.
- (iii) The salary rates are all inclusive of the following allowances:

Diving Kosciusko Dry Cleaning Flying

(iv) Salaries are inclusive of leave loading.

9. ALLOWANCES

A. Field Allowance

- (i) This allowance replaces camping allowance contained in Clause 12 of Crown Employees (Conditions of Employment 1997) Award and Chapter 7 Section 2 of the Personnel Handbook.
- (ii) This allowance is payable when an employee is required to stay overnight at a place other than their place of abode or commercial accommodation.
- (iii) The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:
 - (a) where meals are provided by the Service, \$50 or \$2.08 per hour
 - (b) where meals are not provided by the Service, \$80 or \$3.33 per hour

Registered
Enterprise Agreement

- (iv) The Service will provide the necessary equipment, as per the Personnel Handbook.
- (v) In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

B. Remote Area Allowance

- (i) The remote areas allowance seeks to compensate staff for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance of partners and family.
- (ii) 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, Rankin's 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.
- (iii) The allowances specified in subclause (iv) 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 subclause (v) of this clause.
- (iv) The allowance replaces the Commonwealth allowance paid to employees on Lord Howe Island.
- (v) The rates of the allowances will be:

GRADE	WITH DEPENDANTS	WITHOUT DEPENDANTS
A	\$3.000	\$2,100
B	\$4,000	\$2,800
Č	\$5,000	\$3,500
0	40,000	* - <i>)</i>

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

- Grade "A" All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.
- Grade "B" is payable to employees living in the following locations:
 Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga,
 Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie,
 Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia,
 Wilandra, and including Menindee, Kinchega, 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
- (vi) Should staff be located in other remote locations not specified in this Agreement, the grading for payment will be determined between the parties.

Registered
Enterprise operations
Industrial Registrar

10. TRANSITIONAL ARRANGEMENTS

- (i) Employees will be transferred to the new salary scales in at their current classifications and grades.
- (ii) There will be no loss of substantive salary on transfer.

11. APPOINTMENT

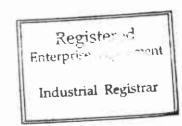
- (i) Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Public Sector Management Act*, 1988.
- (ii) Appointment to the new salary scales will be in accordance with Clause 10, Transitional Arrangements.

12. HIGHER DUTIES

- (i) Employees who relieve in a higher position for a period of at least 5 consecutive work days, will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher position and the employee's salary. The proportions shall depend on the range and level of duties performed in the position.
- (ii) The terms and conditions of the higher job apply for the duration of the relieving period
- (iii) The duties and the amount of the higher duties allowance shall be mutually agreed to prior to the relieving period.

13. PROJECT TEAMS

- (i) The Director-General or nominee may request employees to perform work in a designated project team.
- (ii) An employee may decline an offer to work in a designated project team.
- (iii) When undertaking work in a designated project team, the employee shall be paid:
 - the rate for the job as determined by job evaluation; or
 - at least one salary level higher than their substantive rate.
- (iv) 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 position in addition to the project duties.
- (v) Project team jobs may be either full-time or part-time.



14. HOURS

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

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 emergencies).

General

- (i) Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a 4 week period.
- (ii) 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.
- (iii) No employee will be able, or be required (other than in emergencies) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- (iv) The pattern of hours will be agreed to between the employees and management of the area with regard to the needs of the Service, employees and provision of services to our customers.
- (v) A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts.
 - For roster purposes, the work week shall be Friday to Thursday (inclusive).
- (vi) Hours of work for positions and/or classifications will be determined under part A of this clause.
- (viii) Permanent changes to the pattern of hours for an employee or a specific job will be done in accordance with the consultative procedure with the relevant unions and the members concerned.
- (ix) Overtime is payable for all approved time worked in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the Service
- (x) The implementation of this clause will be monitored closely by the parties.

Ordinary hours may be organised as follows:

A. 24-hour bandwidth

A 24-hr bandwidth, inclusive of weekends and public holidays, is necessary for Law Enforcement Officer positions which involve surveillance as part of their normal duties. A 24-hr bandwidth provides the Service with the flexibility required to ensure that essential urgent tasks, surveillance work, and field work are conducted in an efficient and timely manner.

(i) Ordinary hours to be worked Monday to Sunday (inclusive).

Registered
Enterprise Agreement

- (ii) Ordinary hours to be worked at any time within a 24-hour bandwidth, with no fixed core time.
- (iii) Except as otherwise provided, all approved time worked in excess of 140 hours per settlement period of 4 weeks shall be paid as overtime.
- (iv) Hours worked by Law Enforcement Officers are those required to 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

B. Loading in Lieu of Penalty Rates and Boot Allowance

(i) A loading of 9.7% shall be paid to all employees covered by this Agreement in lieu of any other penalty rates for working ordinary hours on weekends and public holidays, and boot allowance.

15. 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 for Law Enforcement Officers is flexitime, where start/finish times are flexible within the bandwidth.
- (iii) Employees are able to take at least two (2) days off per settlement period, as long as they have accumulated enough hours to do so.
- (iv) Employees may carry forward to the next settlement period, a credit balance of 35 hours or a debit balance of 10 hours.
- (v) A debit in excess of 10 hours at the end of a settlement period shall be debited against the employee's accrued recreation leave or, should the employee have no such leave available, shall be taken as leave without pay.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.

Registered
Enterprise Agreement

- (vi) Credit hours in excess of 35 at the end of a settlement period shall be forfeited.
- (vii) Flexidays can be taken as either 1/2 days or full days.
- (viii) Employees must have prior approval before taking flex leave.
- (ix) On termination, no compensation shall be paid for credit hours at the last day of service. The debit balance of hours, as at the date of termination, shall be deducted from any payments due.

16. VARIATION OF HOURS

- (i) Where the Service 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 emergencies).
- (ii) Where the hours and/or days are varied by mutual agreement between the Service and the employees, no penalty is paid.
- (iii) Where the Service provides 2 weeks notice that the hours and/or days are to be varied, no penalty shall apply.
- (iv) Where the Service does not provide 2 weeks notice that the hours and/or days are to be varied a 25% loading, based on a 7 hour shift, shall apply, except in the case of emergencies.
- (v) Where the employee requests a variation to hours and/or days and this is agreed by the Service, no loading shall be paid.

17. MEAL BREAKS

- (i) An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.
- (ii) In some cases, due 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.
- (iii) A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.
- (iv) If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked.
- (v) Meal breaks taken whilst working overtime shall be paid a single time rates.

Registered Enterprise Agreement Industrial Registrar

18. REST BREAKS

- (i) There must be a break of at least ten (10) consecutive hours between an employee's ordinary shifts.
- (ii) Employees required to continue work after their rostered finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.
- (iii) 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.
- (iv) 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 time rates until they are released from duty.
- (v) 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. CASUAL WORK ARRANGEMENTS

- (i) Casual employees will be paid fortnightly or at the termination of engagement, whichever is the earlier, for the hours worked.
- (ii) The hourly rate will be determined by the following formulae:-

Annual salary of the Position divided by 260.8929 divided by 7 = Base hourly rate

Casual rate for Monday to Friday = base hourly rate plus 25% Casual rate for Saturday = base hourly rate plus 58% Casual Rate for Sunday = base hourly rate plus 83% Casual Rate for Public Holidays = base rate plus 158%

- (iii) The rate of pay shall be set in recognition of the skills and experience of the employee which is relevant to the position.
- (iv) The loading payable to casuals is in lieu of all leave entitlements.
- (v) Casuals are entitled to be paid overtime for time worked in excess of their contract hours ie. 35 hours per week.
- (vi) Overtime payments are calculated on the base hourly rate (the 25% loading is not included).
- (vii) Casuals shall be engaged for a minimum of three hours.

Registered
Enterprise Agreement
Industrial Registrar

20. TEMPORARY AND CASUAL EMPLOYEES

- (i) Temporary and casual employees under this Agreement shall be entitled to uniforms (if the position requires such use), Staff Cards (for temporary employees employed for over twelve months), training and staff development opportunities and the application of Public Sector discipline procedures (for employees who have been employed for more than twelve months).
- (ii) In accordance with the Superannuation Guarantee legislation, all employees of the Service are entitled to 7% employer based contributions to First State Superannuation. Temporary employees should be advised of this benefit at the time of induction.
- (iii) 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.

21. PUBLIC HOLIDAYS

- (i) Chief Law Enforcement Officer and Law Enforcement Officers may be required to work ordinary hours on a public holiday.
- (ii) Such employees shall not receive any additional payment, other than the loadings specified in Clause 18, Hours, for ordinary hours worked on a public holiday.
- (iii) Such employees shall not receive an additional day off or annual leave day for ordinary time worked on a public holiday.

22. PUBLIC SERVICE HOLIDAY

- (i) All employees covered by the Agreement shall be entitled to the Public Service Holiday in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award.
- (ii) Employees who are unable to take the Public Service Holiday at the required time, will be able to take day off in lieu during the following leave year at a time convenient to the Service.

23. PART-TIME WORKING ARRANGEMENTS

- (i) Part-time work may be available to:
 - (a) permanent and temporary employees who wish to work part-time in an existing position;
 - (b) existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the position;
 - (c) staff recruited and appointed or employed to work in a position where the approved hours are less than full-time.

Registered
Enterprise Agreement

- (ii) The decision to work part-time is purely voluntary. No person can be directed or placed under any duress to move from full-time to part-time or vice versa.
- (iii) Part-time staff may elect to work full-time, or vice versa, at any time, subject to the appropriate work and salary budget being available for the classification and level of the position and it is convenient to the Service.
- (iv) 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.
- (v) Part-time employees must not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- (vi) Part-time staff with other fixed responsibilities at times when they are usually not at work, should not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work is such that the circumstances are exceptional (e.g., a Law Enforcement Officer required to appear in court) special arrangements to work outside of agreed part-time hours need to be negotiated at the outset.

24. JOB SHARING

- (i) The parties to this Agreement confirm a commitment to providing flexible work conditions through job sharing.
- (ii) The Service will support officers sharing a position provided that:
 - (a) the arrangement is fair and equitable to the officers involved;
 - (b) the officers involved in the job sharing arrangement agree to the arrangement;
 - (c) the arrangement can be on a permanent or temporary basis;
 - (d) the arrangement is in the best interests of the smooth functioning of the Service, ensuring that customer/client service is maintained.
- (iii) The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
 - 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.
- (iv) The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.
- (v) The supervisor will be responsible to ensure both officers are treated equitably. This includes workload distribution, access to information and access to training and development opportunities.

Registered
Enterprise Agreement

25. OVERTIME

- (i) Overtime is only to be worked with the approval of management.
- (ii) Overtime is paid at rate of:

Mon - Sat - time and one half for first 2 hours and double time thereafter

Sun - double time

Public Holidays - time and one half in addition to the ordinary pay for the day up

to 7 hours, then at the rate of double time and one half provided such additional time does not accrue towards an

allocated day off or flex day off.

- (iii) Overtime on weekends and public holidays will be a minimum of three hours.
- (iv) Overtime may be taken as time in lieu, calculated at overtime rates, at the employee's request.
- (v) If overtime is taken as time in lieu, it must be taken within six month of accruing.
- (vi) If the employee has made genuine attempts to take the accrued time in lieu within the specified time, and has been denied the opportunity to take such time in lieu, the equivalent amount shall be paid as cash.
- (vii) Employees receiving a salary in excess of the salary for Administrative and Clerical Officer Grade 8 Year 2 plus \$1 p.a.. shall only receive overtime payments calculated on the basis of the rate for Grade 8 Year 2 plus \$1 p.a..
- (viii) When employees are recalled to work after normal ceasing time they shall be paid overtime for the time they are required to work, with a minimum payment of three hours at overtime rates.

26. STANDBY ASSOCIATED WITH INCIDENTS

- (i) Employees may be required to be on standby outside normal rostered working hours.
- (ii) Employees on standby will be paid at the rate of one third their hourly rate for the time they are required to standby.
- (iii) Employees required to be on standby shall have access to a pager, subject to availability.
- (iv) The minimum time an employee will be on stand-by is:
 - (a) 24 hours on a rostered day off; or
 - (b) all hours between the finishing time and starting time of the next day on rostered days on.
- (v) Duty Officer will be paid at standby rates for the time outside normal rostered working hours that they are required to be on call.

Registered Enterprise Agreement

- (vi) Should an incident occur and be declared, payment will be in accordance with incident conditions and charged to the respective incident. A Duty Officer will have access to a Service vehicle (with radio), mobile phone and pager.
- (vii) Employees directed to wear a pager, and is required to respond to any messages after hours, will be paid standby rates for the time they are on standby.
- (viii) The parties agree to monitor the operation of standby arrangements during the life of this agreement.

27. ANNUAL LEAVE

- (i) Chief Law Enforcement Officer and Law Enforcement Officers will receive 6 weeks annual leave per year.
- (ii) Annual leave loading is no longer payable as a separate payment, it has been included in salary.
- (iii) All employees under this Enterprise Agreement are required to take the equivalent of a minimum of 10 continuous days of Annual Leave in any leave year (1 December to 30 November).
- (iv) Annual leave can be taken with a combination of Leave Without Pay, subject to Service convenience.
- (v) Employees receiving 6 weeks annual may accrue a maximum of 50 days leave.
- (vi) Any leave in excess of the maximum accrual allowable by 1 December of each year shall be forfeited.
- (vii) Employees may apply to accrue leave in excess of the relevant maximum in accordance with the provisions of the *Public Sector Management Act*, 1988.
- (viii) Employees working in the Western Division of the State, as defined in the 2nd schedule of the Crown Lands Consolidation Act, 1913, shall accrue an extra 5 working days annual leave per year.

28. CONCESSIONAL LEAVE

(i) Employees covered by this Agreement shall be entitled to partake of the concessional leave granted from time to time by the Premier.

29. TRAVELLING COMPENSATION LEAVE

(i) Travelling time accrued under the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award shall be taken within six months of such time accruing.

(ii) All other travelling compensation conditions of the Crown Employees (Public Service Conditions of Employment 1997) Award shall continue to apply

Enterprise Agreement

Registered

30. SPECIAL SICK LEAVE

- (i) Sick leave entitlements provided for in this Agreement will be 15 per year in accordance with Division 9 of the Public Sector Management (General) Regulation, 1996.
- (ii) Employees may be granted special sick leave in addition to the annual or accumulative entitlement and its application is reserved for occasions of long term sickness only.
- (iii) Special Sick Leave shall be granted subject to the employee being absent for a continuous period of at least 2 months and that the employee has exhausted or will exhaust all normal sick leave entitlements.
- (iv) The grant of Special Sick Leave will be considered on a case by case basis at the discretion of the Director-General.

31. CONTACT WITH EMPLOYEES ON PARENTAL AND MATERNITY LEAVE

- (i) All parties agree to implement the Service's Parental/Maternity Leave Contact Policy which aims to maintain contact with employees while they are on leave, improve the retention rate of employees following return from leave and to encourage continuity of career.
- (ii) All supervisors will meet with employees before they take parental or maternity leave to jointly agree to mechanisms for keeping in contact during the period of leave.
- (iii) Ways of keeping in contact may include:
 - (a) being mailed topical information such as NAPAWI, training calendars;
 - (b) being advised of any major changes which impact upon their job;
 - (c) regular phone contact with a supervisor or colleague; and
 - (d) attendance at relevant training courses, particularly close to the time that the employee is due to return from leave.
- (iv) It is recognised that some employees may not wish to keep in contact with the Service while they are on leave.

32. FAMILY AND COMMUNITY SERVICE LEAVE

- (i) Employees covered by this Agreement will be entitled to Family and Community Service Leave which replaces the entitlement to *such leave* as detailed in the Personnel Handbook.
- (ii) Family and Community Service leave is paid leave which may be granted by the Director-General to an employee, subject to Service convenience.
- (iii) Family and Community Service leave may be granted in the following circumstances:
 - (a) to care for family members;

Registered Enterprise Agreement

- (b) to arrange or attend the funeral of a close family member;
- (c) where weather conditions threaten life or property or where an employee is prevented from reporting for duty by conditions such as fire, flood or snow.
- (iv) The maximum amount of Family and Community Service leave on full pay which may be granted is:
 - (a) during the first 12 months of service 3 working days; or
 - (b) after the completion of 12 months service 6 working days in any period of 2 years; or
 - (c) an amount calculated by allowing 1 working day for each completed year of service after the completion of 2 years continuous service and then deducting therefrom the total amount of short or Family and Community Service leave previously granted to the employee;

whichever is the greater amount.

(v) The Director-General may approve the granting of Family and Community Service leave above the entitlement for special circumstances (e.g., additional leave for Aboriginal staff to attend funerals of close family members).

A. Sick Leave to Care for Sick Dependants

An employee may use sick leave to care for sick dependants as per Clause 14 (x) of the Crown Employees (Public Service Conditions of Employment 1997) Award and Chapter 6 Section 15 of the the Personnel Handbook December, 1997

B. Unpaid Leave for Family Purposes

(i) An employee may elect, with the consent of their manager, to take unpaid leave for the purposes of providing care and support to a class of person set out in subclause (iii) (b) above who is ill.

C. Make Up Time

(i) An employee may elect, with the consent of their manager, to work "make up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours, provided in the Agreement at the ordinary rate of pay.

34. LEAVE WITHOUT PAY

- (i) Employees covered by this Agreement are entitled to Leave Without Pay in accordance with the Service's Leave Without Pay Policy.
- (ii) All approvals for Leave Without Pay are at the convenience and discretion of the Service. The Director-General in dealing with any applications shall have regard to the needs of the Service, but as far as practicable shall deal with the application in accordance with the wishes of the employee and in an equitable and consistent manner.

- (iii) Leave Without Pay (either on a full-time or part-time basis) will be considered on the following grounds:
 - (a) study purposes
 - (b) pressing necessities such as childcare and compassionate needs
 - (c) travel in conjunction with other paid leave
 - (d) career breaks
 - (e) other situations on a case-by-case basis provided the employee intends to resume duty on the expiration of leave.
- (iv) The maximum amount of Leave Without Pay which will be granted before an employee will be requested to relinquish their rights to a position will be of the equivalent of 12 months full time. An employee may be asked to relinquish their position for a period of less than 12 months Leave Without Pay; e.g., where it is difficult to attract employees to a temporary position.
- (vi) In approving Leave Without Pay, the parties to this Agreement agree that the Service may consider backfilling of positions as follows:
 - (a) applications for Leave Without Pay greater than 12 months (full time equivalent): the position may be permanently filled.
 - (b) applications for Leave Without Pay between 3 months and 12 months: (full time equivalent): the position may be filled it will be by way of temporary appointment, except where the incumbent has relinquished their rights to the position.
 - (c) applications for Leave Without Pay less than 3 months (full time equivalent): the position may be filled it will be by way of Higher Duties or temporary assistance.
 - (d) the position left vacant.
- (vii) Leave Without Pay will not be available for temporary employees except under exceptional circumstances.
- (viii) Once approval has been granted for Leave Without Pay, extension will not be granted unless exceptional or unforeseen circumstances can be demonstrated.
- (ix) Prior approval must be sought by an employee who wishes to resume duty at an earlier date.
- (x) Applications for Leave Without Pay are to be submitted on a leave form which is to be accompanied by a written application stating the reason(s) Leave Without Pay is being sought. For part-time leave without pay, a timetable is also to be included, stating the days, times and amount in hours the officer proposed to work each week.
- (xi) The Manager is to make a recommendations as to whether Leave Without Pay should/should not be granted. The proposed timetable is also to be endorsed. The recommendation must also specify the method of filling the position.

Registered
Enterprise Agreement

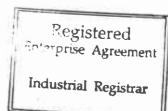
- (xii) The minimum amount of notice which must be given for Leave Without Pay applications is two (2) months. The only exception will be where an employee requires Leave Without Pay as specified in (iii)(b)
- (xiii) Delegation to approve applications will be as set out in the Human Resources Delegation Manual.
- (xiv) Applications for Leave Without Pay must specify whether approval to seek private employment is sought for the period of Leave Without Pay.
- (xv) Leave Without Pay may affect superannuation entitlements and employees should contact the State Superannuation Board to obtain further details.

35. INCIDENT CONDITIONS

- (i) The following conditions apply in circumstances where an incident is declared and approved by the relevant Regional Manager or District Manager until such time as the declaration of the incident is lifted.
- (ii) Flexitime and bandwidths will be suspended at the time of the incident being declared for those employees involved in the incident.
- (iii) Adjustments to hours will be carried forward to the next settlement period.

A. Conditions

- (i) For the purpose of calculating payment for incident duty, the salary rate shall be the employee's substantive salary or as prescribed in the Incident Responsibility Rates section, whichever is the greater.
- (ii) 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.
- (iii) All travel to and from an incident will be paid as if part of the Incident.
- (iv) Start and Finish Times:
 - (a) On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.
 - (b) 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.
 - (c) 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.
 - (d) Where an employee is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, finishing time will be on return to accommodation plus 30 minutes.



- (v) A normal shift is seven (7) hours, however employees may only be required to work a maximum of twelve (12) hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen (16) hours on site. (The Intention of this Agreement is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).
- (vi) A minimum eight (8) hour break, not including travelling time, must be taken between shifts, and where possible a ten (10) hour break is recommended.
- (vii) After completion of three (3) consecutive shifts on incident duties a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties. The 24 hour break is to be extended to five (5) shifts for employees carrying out support functions (i.e., Catering Teams, Administration Assistance).
- (viii) It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.
- (ix) On completion of Basic Fire Modules all employees will be issued with a day pack and a remote/night pack.
- (x) If an employee is away from their own District 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.
- (xi) Employees required to work on their Flexi Day or Rostered Day Off will be receive either
 - (a) overtime for the whole shift in addition to the normal pay for the day; or
 - (b) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the flex day off to be taken at a mutually agreed time.

THIS MUST BE MARKED CLEARLY ON TIME SHEETS OR THE ASSUMPTION WILL BE THAT THE FLEX DAY OFF HAS BEEN DEFERRED.

(xii) Employees directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation, return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependants 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.

B. Incident Responsibility Rates

(i) Employees working in incident positions shall be paid at the following rates:

Crew Member	\$31,171 p.a.
Crew Leader	\$35,021 p.a.
Sector Commander	\$38,878 p.a.
Divisional Commander	\$44,030 p.a.
Operations Officer	\$47,275 p.a.
Planning Officer	\$47,275 p.a.
Logistics Officer	\$58,546 p.a.
Incident Controller	\$64 886 p.a.

^{*} These rates were set following job evaluation of these positions

Registered
Enterprise Agreement
Industrial Registrar

- (ii) Employees will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater.
- (iii) The overtime barrier rate does not apply to incident situations.
- (iv) Employees must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three (3) hours to receive incident responsibility rates. Those required to under take responsibility for less than three hours have the opportunity to develop experience.
- (v) When new incident positions are created they will be evaluated to determine the appropriate salary.

C. Payment Associated With Incidents

- (i) This replaces the provisions of Clause 30, Overtime, in relation to overtime worked in respect of incidents.
- (ii) Payment will be calculated as follows:
 - (a) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.
 - (b) Normal day's pay or part thereof is deducted for both day and night shift from payments made by the local office.
- (iii) 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.

D. Family

- (i) The Service will compensate employees for additional dependant 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.
- (ii) The Service will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.

E. Provision of meals and accommodation whilst working on Incident

- (i) The Service will generally provide meals including breakfast, lunch, and dinner, and provide supper for employees working night shift.
- (ii) Employees commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.
- (iii) If no meal is supplied, a payment of \$15.00 per meal is made.

Registered
Enterprise Agreement

- (iv) Wherever possible employees will be allowed to return home or the Service will provide accommodation in a hotel or motel.
- (v) Where returning home or to other accommodation is not possible or practical and the employees are required to camp, they will be paid the Field Allowance set out in Clause 10, Allowances, of this Agreement.

36. WORKING FROM HOME

- (i) Supervisors may allow employees to work from home, however working from home is not to be a routine arrangement.
- (ii) Employees covered by this Agreement may be given approval to work from home from time to time.
- (iii) Greater access is to be given to employees working from home where:
 - (a) family members are sick; or
 - (b) where a project/report is requiring urgent completion and for productivity reasons working from home will achieve this;
 - (c) for weekend and night emergency incident management; and
 - (d) where the nature of the work allows for it.
- (iv) 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).
- (v) When working at home, employees must ensure that they are contactable by their office.
- (vi) Employees are covered by workers compensation where prior approval has been given to the employee to work from home.

37. OVERTIME AT HOME

- (i) Employees may work overtime from home where the nature of work allows for it.
- (ii) The payment of a meal allowance for working overtime from home will not be paid.

38. DEPENDANT CARE

- (i) Where dependants of the employee are sick and require care, the Service will continue to support the officer in the following ways:
 - (a) Family and Community Service leave or Family Leave may be taken by an employee to attend to any medical needs a dependant may have; or
 - (b) Where circumstances allow, an employee may negotiate with their supervisor to work at home.

Registered
Enterprise Agreement

- (ii) In circumstances where an employee with a sick dependant is required to attend to work that can not be completed from home (e.g. an urgent meeting outside normal working hours) assistance will be available to pay for additional costs associated with in home care for the dependant, subject to the provision of receipts.
- (iii) The Service 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 officer for child care, in an accredited child care program, subject to the provision of receipts.
- (iv) Each application will be determined on its merits.
- (v) The parties reaffirm their commitment to providing dependant care assistance so employees can attend residential training and development activities.
- (vi) The parties reaffirm their commitment to providing dependant care assistance to employees required to work during emergency situations.
- (vii) The parties to this Agreement confirm a commitment to provide assistance to employees of the Service so they may pursue duties in relation to an incident in the knowledge that their dependants are being well cared for in a safe and happy environment.
- (viii) The Service will compensate the employee for additional dependant care expenses relating to hours worked during the incident.

39. FAMILIES AND FIELD WORK

- (i) Employees from time to time will be required to undertake either field work or to work away from their normal headquarters.
- (ii) On occasion it may be necessary, or an employee may wish to take their family on a field trip. This may be due to the duration of the trip or child care or elder care responsibilities.
- (iii) The Service would generally find it acceptable for an employee to take family members on field work provided that there is independent care for small children or elderly relatives.
- (iv) The independent care must not be undertaken by one of the following persons:
 - (a) an employee of the Service;
 - (b) a contractor of the Service who is engaged to undertake field work during the particular expedition.
- (v) Where an employee wishes to be accompanied by their family on a field trip and extend their stay on personal issues the employee will need to take some form of approved leave which may consist of recreation or extended leave.

Registered
Enterprise Agreement

- (vi) Employees who wish to be accompanied by a family member on single day trips, must obtain approval from a Unit Manager prior to the trip for the purpose of insurance coverage.
- (vii) Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Divisional Manager.

40. TRAINING AND DEVELOPMENT

- (i) The parties to this Agreement confirm a commitment to skill development for employees of the Service.
- (ii) The training and development of employees covered by this Agreement will be linked to the Performance Management and Development System. Staff Development Plans will be established through the system and be relevant to the employee's current position and their future career path.

Training and development options include: on the job training; attendance at internal and external courses and conferences; self paced learning e.g. video training; project team work; mentor systems; higher duties opportunities; job rotation and exchange programs.

- (iii) In addition to this, through the Management Development Strategy, the Service will provide management development activities for managers, to ensure they possess the knowledge, skills and attitudes necessary to achieve the corporate goals.
- (iv) The Service provides Staff Development Policies and Procedures to ensure consistency and equity is afforded to all employees.
- (v) The Service's commitment to training and development includes a commitment to provide adequate support and resources: including full time trainers; external training providers (where necessary); time and money to ensure the effectiveness of the staff development program.

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

- (vi) A minimum of 2% of the Service's salary budget for employees covered by this Agreement for each financial year will be allocated to the training and development of employees covered by this Agreement.
- (vii) The expenditure of the training and development allocation will continue to be reviewed by the Staff Development Consultative Committee and Regional Staff Development Committees.

41. STUDY ASSISTANCE

(i) The Service will support employees gaining additional skills through formal study.

(ii) Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook.

Registered
Enterprise Agreement

- (iii) The following costs associated with courses will be reimbursed by the Service in accordance with the following guidelines:
 - * Higher Education Contribution Scheme Fee; or
 - * Where HECS does not apply, compulsory fees (i.e., fees paid upon enrolment union, students' council fees, TAFE administration charges, registration fees etc.).
- (iv) The proportion of fees to be refunded will be as follows:
 - (a) 100% refunded where the course/subject is directly relevant to the Service's operations or needs and is approved as such by the Director General; or
 - (b) 50% refunded where the course/subject is relevant to Public Service needs generally, but not directly to the Service needs.
- (v) Refunds will be paid for a maximum of seven annual occasions.
- (vi) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Service 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.

42. TRAINING COMPETENCY

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.

43. POLICIES

A. PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM

- (i) All employees covered by this Agreement will have their work performance and skills development reviewed under the Staff Performance Management and Development System (PMDS).
- (ii) The PMDS was be progressively implemented in 1996 with the aim to have all employees covered by this Agreement covered by December, 1996. The introduction of the System will continue to be monitored by the parties, and after 12 months, jointly evaluated with a view to resolving any operational or other difficulties. The review will incorporate the feasibility of expanding the system to include recognition for performance including accelerated progression.

Industrial Registrar

Registered

B. JOB EVALUATION

(i) The parties agree to continue implement the Service's Job Evaluation Strategy.

WORK AND MANAGEMENT PRACTICES

44. WORKFORCE PLANNING

- (i) Within 12 months of registration of the Agreement the Law Enforcement Section will prepare a draft workforce plan, which identifies the skill and workforce needs of the workplace and how those needs will be met (employment of staff, rostering, location of staff, contracting and consultancies, use of volunteers, project teams and task forces). Workforce plans will be consistent with Division operational plans.
- (ii) The Service is committed to establishing a consultative process regarding the use including supervision, of contractors by the Service. The parties agree that the engagement of contractors will be in accordance with all applicable legislative requirements.
- (iii) Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or by an appropriately qualified person. The parties will consult on the level of supervision required.

45. INFORMATION TECHNOLOGY

The parties to the Agreement are committed to the improvement of information systems through the introduction of the Services Information Technology Strategic and Tactical Plans. The Service agrees that users will be consulted prior to the introduction of any system and that an agreed level of training support will be provided.

46. WORKPLACE ACCOMMODATION

- (i) The Service will ensure that all staff are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the Factories, Shops and Industries Act.
- (ii) While there are no legislative requirements for office workplaces, the Service agrees to provide employees covered by this Agreement with reasonable conditions and space in accordance with the guidelines issued by the Department of Public Works and Services from time to time.
- (iii) Smoking is prohibited at all indoor NPWS workplaces and in Service vehicles.

47. SERVICE HOUSING

- (i) The parties agree to consult on future issues related to Service-owned housing including the preparation of briefs for valuers.
- (ii) All employees occupying a Service house will be required to sign a tenancy agreement.

Registered
Enterprise Agreement

48. CONSULTATION AND MONITORING

- (i) The parties agree to continued consultation to ensure the implementation of more flexible work patterns and arrangement in accordance with the requirements of the Structural Efficiency Principle, with a view to achieving improvement in productivity, efficiency and increased job satisfaction.
- (ii) A Consultative Committee representing both parties to this Agreement will meet on a six (6) monthly basis to monitor the impact of this agreement and resolve difficulties which may arise with its implementation or operation and discuss future improvements.
- (iii) This Consultative Committee will consider work place changes and productivity improvement put forward by Staff, Unions or Management.

(iv) Supervisors Responsibilities

It will be the responsibility of all workplace supervisors to hold monthly workplace meetings with their staff. Productivity improvements and work practices will be standard agenda items of these meetings.

(v) Productivity Improvements

Service-wide policy and procedures will be put in place within six (6) months of the commencement of this agreement to enable all employees to have an avenue by which they can suggest improvements in workplace practices and ways of improving productivity. This will include a system of rewards to employees who suggest improvements that are successfully implemented.

(vi) Employees Responsibilities

It will be the employees responsibility to make time available to attend monthly workplace meetings unless they are on leave or working away from their normal workplace.

49. GRIEVANCE AND DISPUTES PROCEDURE

- (i) When any grievance or dispute arises at the workplace, the employee(s) must attempt to resolve the grievance with the person concerned in the first instance.
- (ii) If this is not possible the employee refers the grievance/dispute to their immediate supervisor or manager. The supervisor is to be given the opportunity to fully investigate the matter and must provide a written response to the dispute or grievance. The supervisor will advise the employee(s) concerned of the time by which an answer will be provided. Grievances should be resolved within forty eight (48) hours.
- (iii) If the grievance or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) shall notify a more senior manager. The more senior manager will attempt to resolve the matter, which may include staff of the Human Resources Unit.
- (iv) If the matter remains unresolved, the employee and/or their representative will take the matter to Senior Management, who will attempt to solve the matter.

Registered Enterprise Agreement

- (v) If the grievance or dispute remains unresolved the parties agree that it may be referred to an appropriate independent arbitrator or mediator (this includes the Industrial Relations Commission).
- (vi) Nothing contained in these procedures will preclude the parties from entering into direct negotiations on any matter.
- (vii) Where the grievance is unable to be resolved at Regional/Divisional level, or may result in disciplinary action or a criminal matter is involved, the issue should be referred by the contact officer, supervisor or manager to the Manager, Corporate Services Division.
- (viii) Each stage is to be handled expeditiously.
- (ix) Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- (x) The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

50. DECLARATION

The parties to this Agreement declare that this Agreement is the outcome of negotiations freely entered into by the parties and that this Agreement was not signed by either party under duress.

This Agreement is made at Sydney on 3 \ day of Mo > 1999.

Signed for and on behalf of the Public Employment Office and the National Parks and Wildlife Service by:

for the Public Employment Office

and

Mr B. Gilligan
Director-General of the
National Parks and Wildlife Service

77E

Witness

(X C

Witness

Registered

the employees

Mr K. Hillier Chief Law Enforcement Officer how fun

Witness

Mr G. Breton Law Enforcement Officer

Witness

Ms C. Bell Law Enforcement Officer

Mr R. McEvilly Law Enforcement Officer

Witness

Registered Enterprise Agreement

ANNEXURE 1

SALARY SCHEDULE

Classification	Rate upon registration (\$ p.a.)
Chief Law Enforcement Officer	55261
Law Enforcement Officer	52196

Registered
Enterprise Agreement