

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA18/07

**TITLE:** Office of Environment and Heritage Flight Operations Enterprise Agreement 2018

**CASE NO:** 2018/260644

**DATE APPROVED/COMMENCED:** 4 September 2018 / 1 July 2018

**TERM:** 12 months

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** 2 November 2018

**NUMBER OF PAGES:** 36

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement applies to permanent and temporary employees of the Office of Environment and Heritage Flight Operations Unit, in the capacity of a Flight Officer, who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

**PARTIES:** Office of Environment & Heritage & the Australian Workers' Union, New South Wales.

**OFFICE OF ENVIRONMENT AND HERITAGE**

**FLIGHT OPERATIONS**

**ENTERPRISE AGREEMENT**

**2018**

**Arrangement**

<b>Clause No.</b>	<b>Subject Matter</b>
1.	Parties to Agreement
2.	Title of Agreement
3.	Intention
4.	Incidence
5.	Period of Operation
6.	Definitions
7.	Rates
8.	Allowances
9.	Transitional Arrangements
10.	Progression
11.	Appointment
12.	Higher Duties
13.	Project Teams
14.	Working Hours and Arrangements
15.	Pattern of Hours
16.	Flex Leave
17.	Variation of Hours
18.	Meal Breaks
19.	Rest Breaks
20.	Casual Work Arrangements
21.	Temporary and Casual Employees
22.	Public Holidays
23.	Public Service Holiday
24.	Part-Time Working Arrangements
25.	Job Sharing
26.	Overtime
27.	Standby Associated With Incidents
28.	Recreation Leave
29.	Concessional Leave
30.	Travelling Compensation Leave
31.	Sick Leave
32.	Contact with Employees on Parental and Maternity Leave
33.	Family and Community Service Leave
34.	Leave Without Pay
35.	Incident Conditions
36.	Working From Home
37.	Overtime at Home
38.	Dependent Care
39.	Families and Field Work
40.	Training and Development
41.	Study Assistance

- 42. Competencies
- 43. Policies
- 44. Workforce Planning and Engagement of Contractors
- 45. Information Technology
- 46. Redundancy Entitlements
- 47. Workplace Accommodation
- 48. OEH Housing
- 49. Consultation and Monitoring
- 50. Grievance and Disputes Procedure
- 51. Anti-Discrimination
- 52. Deduction of Union Membership Fees
- 53. Declaration

**ANNEXURE 1: Rates**

**ANNEXURE 2: Competency Levels**

**ANNEXURE 3: Casual Rates**

## **1. PARTIES TO AGREEMENT**

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

- The Chief Executive of the Office of Environment and Heritage (NSW) and the Industrial Relations Secretary who is the employer of public service employees under Part 4 Division 6, Section 49 (1) of the *Government Sector Employment Act 2013*; and
- The Australian Workers' Union - New South Wales Branch.

## **2. TITLE OF AGREEMENT**

This Agreement will be known as the *Office of Environment and Heritage Flight Operations Enterprise Agreement 2018*.

## **3. INTENTION**

The purpose of this Agreement is to partially regulate the salaries and conditions of employment for employees in the Office of Environment and Heritage Flight Operations Unit.

The parties agree that the Agreement will be interpreted and applied in a fair and equitable manner recognising that employees of the Office of Environment and Heritage contribute to working with the community to conserve and foster appreciation of nature, Aboriginal heritage and historic heritage in New South Wales.

#### 4. INCIDENCE

- (i) This Agreement will replace the *Office of Environment and Heritage (NSW) Flight Operations Enterprise Agreement 2017*.
- (ii) This Agreement does not affect the terms and conditions of employment regulated by the following industrial instruments as varied, except where specifically varied by this Agreement:
  - Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009;
  - Crown Employees (Transferred Employees Compensation) Award 2009;
  - Government Sector Employment Act 2013;
  - Government Sector Employment Regulation 2014; and
  - Government Sector Employment Rules 2014.
- (iii) 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, had this Agreement not been made.

#### 5. PERIOD OF OPERATION

- (i) This Agreement will take effect on and from 1 July 2018 and nominally remains in force until 30 June 2019.
- (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 three (3) months' notice of intention to terminate to all the other parties.

#### 6. DEFINITIONS

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

"**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.

"**Bandwidth**" means - a specified period during which an employee can work his or her contract hours and accrue additional hours towards a flex credit.

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

"**Casual Employee**" means any employee engaged in terms of Section 43 (1) (c) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"**Chief Executive**" means the Chief Executive of the Office of Environment and Heritage or an employee acting under the delegation of the Chief Executive.

"**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.

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

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

"**Dispute**" is a disagreement between employees and OEH concerning the employment relationship.

"**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 rostered for duty or operating after hours, as directed by the Chief Executive, to serve as co-ordinator of the Chief Executive'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 employed by the Office of Environment and Heritage, National Parks and Wildlife Group Flight Operations Unit, under the provision of the *Government Sector Employment Act 2013*.

"**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.

"**FOU**" means the Office of Environment and Heritage National Parks and Wildlife Service Flight Operations Unit.

"**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 Chief Executive. (Note: Does not include hazard reductions)

"**Incident Controller**" means an employee 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 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.

"**Logistic Officer**" means an employee responsible for providing facilities, services, and materials in support of the incident.

"**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 the employee is required to work each week.

"**Operations Officer**" means an employee responsible for the management of all operations directly applicable to the incident.

"**Planning Officer**" means an employee 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. It does not include those days that are taken as approved leave, time in lieu or as an allocated day off.

"**Sector Commander**" means an employee 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.

"**Settlement Period**" is the four (4) week roster period. For the purposes of this Agreement the first settlement period will commence on 1 July 2016.

"**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 employee has been directed by the Chief Executive, or their nominee, to be available outside normal working hours for immediate call-out or response.

"**Temporary Employee**" means any employee engaged in terms of Section 43 (1) (b) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"**Union**" means the Australian Workers' Union - New South Wales Branch.

## **7. RATES**

### **7.1 Salaries**

- (i) No employee's substantive salary will drop on entering into this Agreement.
- (ii) The salary rates paid to employees covered by this Agreement and increases to salaries, are specified in Annexure 1 of this Agreement and provide for a 2.5% increase in salaries from first full pay period on or after 1 July 2018.
- (iii) The increases referred to above, insofar as they apply from the first full pay period on or after 1 July 2018, shall only be paid to employees employed at the time of the ratification of the Agreement.
- (iv) The salary rates are all inclusive of the following allowances:
  - (a) Diving;
  - (b) Kosciusko;
  - (c) Dry Cleaning; and
  - (d) Flying.
- (v) Salaries are inclusive of leave loading.

## **7.2 No Extra Claims**

- (i) The parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- (ii) The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

## **8. ALLOWANCES**

### **8.1 Boot Allowance**

- (i) OEH will provide to employees boots which meet the applicable Australian/New Zealand Standards.
- (ii) A Boot Allowance is payable to any employee who works in the field where suitable boots are not provided by OEH. The allowance is to be a maximum of \$173.84 per pair of boots, on condemnation of the previous pair, endorsed by the Manager, Flight Operations Unit or delegate.

### **8.2 Field Allowance**

- (i) This allowance replaces camping allowance contained in Clause 34 of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (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 OEH, \$3.19 per hour; and
  - (b) where meals are not provided by OEH, \$5.09 per hour.
- (iv) OEH will provide the necessary equipment.
- (v) In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

### **8.3 Remote Areas Allowance**

- (i) Employees will be entitled to receive a Remote Areas Allowance. The rates will be as per the Crown Employees (Office of Environment and Heritage - National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions Award or any successor instrument to that Award.



#### **8.4 First Aid Officer Allowance**

- (i) An allowance of \$862.75 per annum is payable to an employee who is the nominated First Aid Officer at the Flight Operations and who possess a current St John's Ambulance Certificate (or equivalent).
- (ii) A current certificate is one issued within the last three (3) years.
- (iii) The First Aid Allowance shall not be paid during leave of one (1) week or more.
- (iv) When the First Aid Officer is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata First Aid Allowance for assuming the duties of a First Aid Officer.

#### **8.5 DAMP Supervisor Allowance**

- (i) An allowance of \$862.75 per annum is payable to an employee who is in the role of Drug and Alcohol Management Plan (DAMP) Supervisor of the Flight Operations Unit.
- (ii) The DAMP Supervisor Allowance shall not be paid during leave of one (1) week or more.
- (iii) When the DAMP Supervisor is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the DAMP Supervisor's position, such employee shall be paid a pro rata DAMP Supervisor Allowance for assuming the duties of a DAMP Supervisor.

### **9. TRANSITIONAL ARRANGEMENTS**

There will be no loss of substantive salary on signing of this Agreement.

### **10. PROGRESSION**

- (i) Pilot and Crew progression within levels shall be by way of competencies as set out in Annexure 2.
- (ii) A review will be undertaken on completion of an employee's 6 month probationary period allowing the ability for an employee to progress multiple levels subject to satisfying the relevant experience and skills.
- (iii) Following the probationary review progression will only be to the level immediately above and an employee can only be progressed one level in any 12 month period.
- (iv) Progression to a higher grade shall be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels, grades or classes.

### **11. ASSIGNMENT TO A ROLE**

- (i) Assignment to a vacant role will be by way of competitive selection based on the merit principle, encompassing the NSW Public Sector Capability Framework and in accordance with the provisions of the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014* and *Government Sector Employment Rules 2014*.

- (ii) Assignment to a starting salary point within the level higher than the base level will be determined by the Chief Executive or nominee, following assessment of the successful applicant's educational qualifications, past work experience in a related field and/or relevant skill level and in accordance with the competencies set out in Annexure 2.

## **12. ALLOWANCE FOR TEMPORARY ASSIGNMENTS TO HIGHER ROLES**

- (i) Employees who relieve in a higher role for a period of at least five (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.
- (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 allowance for temporary assignments to higher roles shall be mutually agreed prior to the commencement of the relieving period.

## **13. PROJECT TEAMS**

- (i) The Chief Executive 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:
  - (a) the rate for the role as determined by job evaluation; or
  - (b) 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 roles may be either full-time or part-time.

## **14. WORKING HOURS AND ARRANGEMENTS**

### **14.1 General**

- (i) The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.
- (ii) The standard hours of work will be those necessary for the completion of routine work. This clause sets out the ordinary hours and conditions attached to exceptions (other than declared emergencies).
- (iii) The Chief Executive may require an employee to perform duty beyond the hours determined hereunder, but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to employee health and safety;
- (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- (d) the notice (if any) given by the Chief Executive regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
- (e) any other relevant matter.

#### **14.2 Hours**

- (i) The parties agree that the appropriate level of service is maintained between the hours of 08:30 and 16:30 on weekdays consistent with the Guarantee of Service.
- (ii) The pattern of hours will be agreed between the employees and management of the area with regard to the needs of OEH, employees and provision of services to our customers.
- (iii) A roster of hours and days must be set and agreed to in writing two (2) weeks before the four (4) week roster period starts.
- (iv) Unless otherwise provided for in the roster, a rostered day shall be eight (8) hours.
- (v) For roster purposes, the work week shall be Friday to Thursday (inclusive).
- (vi) Hours of work for roles and/or classifications will be determined under sub-clause 14.3 of this clause.
- (vii) Permanent changes to the pattern of hours for an employee or a specific role will be done in accordance with the consultative procedure with the relevant employees concerned.
- (viii) The implementation of this clause will be monitored closely by the parties.

#### **14.3 Ordinary Hours**

- (i) The work hours for employees shall be from Monday to Sunday inclusive, and the bandwidth of hours is 24 hours per day.
- (ii) The ordinary hours of work shall not exceed an average of 40 hours per week within any settlement period.
- (iii) The number of ordinary hours to be worked by an employee on any rostered shift will not be more than 10 hours.
- (iv) The Civil Aviation Safety Authority (CASA) limitations on flight and duty as detailed in Civil Aviation Order 48.1 and as amended from time to time, are to be observed.
- (v) In the event of a conflict, the provisions of Civil Aviation Order 48.1 and relevant dispensations provided by CASA shall take precedence over the provisions of this clause in relation to the hours of work for employees.

**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 flight employees is Flextime, where start/finish times are flexible within the bandwidth.

**16. FLEX LEAVE**

- (i) An employee is entitled to accrue up to two (2) hours flex leave credit balance per shift.
- (ii) An employee is able to accrue up to 16 hours flex leave credit balance in a settlement period.
- (iii) When a flex leave credit balance will exceed 16 hours in a settlement period, management approval must be given to accrue additional hours up to the maximum permissible of 40 hours.
- (iv) The accrual of between 16 - 40 hours of flex leave credit balance will enable an employee to take up to 40 hours (or five (5) days) as flex leave in a settlement period.
- (v) Employees are able to take at least five (5) days off per settlement period, as long as they have accumulated enough hours to do so and have management approval.
- (vi) Employees may carry forward to the next settlement period, a maximum flex leave credit balance of 40 hours or a debit balance of 10 hours with management approval.
- (vii) When an employee has accrued the maximum flex leave credit balance of 40 hours in a settlement period, all hours worked in excess of ordinary hours on a rostered shift will be treated as Time In Lieu at overtime rates for the remainder of the settlement period.
- (viii) A flex leave 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.
- (ix) Flex leave can be taken at either the beginning or end of a period of leave.
- (x) Flex leave can be taken as either half days or full days.
- (xi) On cessation of duty flex leave credits will be dealt with in accordance with subclause 21 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

**17. VARIATION OF HOURS**

- (i) Where OEH directs that the set starting and finishing times and/or days to be worked be changed, employees shall be given at least two (2) weeks' notice. (Note: This requirement does not apply in Incident Conditions).
- (ii) Where the hours and/or days are varied by mutual agreement between OEH and the employees and are within the bandwidth, no penalty is paid.
- (iii) Where OEH provides two (2) weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- (iv) Where OEH does not provide two (2) weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading, based on an eight (8) hour shift, shall apply (Note: This does not apply in emergencies).

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

**18. MEAL BREAKS**

- (i) An unpaid meal break of at least 30 minutes shall be taken no later than five (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 five (5) hours worked.
- (v) Meal breaks taken whilst working overtime shall be paid at single time rates.

**19. REST BREAKS**

Rest breaks for flight employees are to be taken in accordance with Civil Aviation Order 48.1.

**20. 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 casual rates for employees are contained in Annexure 3.
- (iii) The rate paid to casuals is in lieu of all leave entitlements including annual leave.
- (iv) Except as described under clause 12 Casual Employment of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, casual employees are not entitled to any other paid or unpaid leave.

**21. TEMPORARY AND CASUAL EMPLOYEES**

- (i) Temporary and casual employees under this Agreement shall be entitled to uniforms (if the position requires such use) and learning and development opportunities.
- (ii) In accordance with the Superannuation Guarantee legislation, all employees of OEH are entitled to 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 (3) 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.

**22. PUBLIC HOLIDAYS**

- (i) Employees may be required to work ordinary hours on a public holiday.
- (ii) No penalty rate applies for ordinary hours worked on a public holiday.
- (iii) No additional day off or annual leave day accrues for ordinary time worked on a public holiday.
- (iv) If an employee is rostered to work on a public holiday, their attendance at work is only required if there are operational activities that need to be performed or they are requested to attend work by the Flight Manager. An employee will not suffer any loss of pay or reduction in hours if they are not required to attend the workplace on a Public Holiday.

**23. PUBLIC SERVICE HOLIDAY**

- (i) Employees shall be entitled to the Public Service Holiday in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied.
- (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 OEH.

**24. PART-TIME WORKING ARRANGEMENTS**

- (i) Part-time working arrangements may include:
  - (a) ongoing 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) employees recruited and appointed or employed to work in a position where the approved hours are less than full-time.
- (ii) No person can be directed or placed under any duress to move from full-time to part-time hours or vice versa.
- (iii) Part-time employees 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 OEH.
- (iv) Where an employee has requested to work part-time and it is granted, 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 will not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- (vi) Part-time employees with other fixed responsibilities at times when they are usually not at work, will not be subjected to pressure to be available for work outside their usual part-time hours.
- (vii) Where the nature of work is such that a part time employee may be required for duty outside their usual part-time hours special arrangements to work outside of agreed part-time hours will be negotiated and contained in a written agreement on commencement of part-time work.

**25. JOB SHARING**

- (i) The parties to this Agreement confirm a commitment to providing flexible work conditions through job sharing.
- (ii) OEH will support employees sharing a role provided that:
  - (a) the arrangement is fair and equitable to the employees involved;
  - (b) the employees involved in the job sharing arrangement agree to the arrangement;
  - (c) the arrangement can be on an ongoing or temporary basis;
  - (d) the arrangement is in the best interests of the smooth functioning of OEH, ensuring that customer/client service is maintained.
- (iii) The days each employee shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- (v) Some examples are: two (2) days one week and three (3) days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- (vi) The employees involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.
- (vii) The Manager, Flight Operations will be responsible to ensure both employees are treated equitably. This includes workload distribution, access to information and access to training and development opportunities.

**26. OVERTIME**

- (i) Overtime is only to be worked with the approval of management. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (ii) Overtime is paid at rate of:

Monday - Saturday	time and one half for first two (2) hours and double time thereafter
Sunday	double time
Public Holidays	time and one half in addition to the ordinary pay for the day up to eight (8) hours, then at the rate of double time and one half provided such additional time does not accrue towards a flex day off.
Rostered Day Off	time and one half for first two (2) hours and double time thereafter.
- (iii) Overtime on weekends and Public Holidays will be a minimum of three (3) 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 (6) months 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 rate for Administrative and Clerical Officer Grade 8 Year 2 plus \$1 per annum shall only receive overtime payments calculated on the basis of the rate Grade 8 Year 2 plus \$1 per annum.
- (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

## **27. STANDBY**

- (i) Employees may be required to be on standby outside normal rostered working hours.
- (ii) Employees on standby may elect to be paid or accumulate Time In Lieu 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 mobile phone.
- (iv) The minimum time an employee will be on standby 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 Officers will be paid at standby rates for the time outside normal rostered working hours that they are required to be on call.
- (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 mobile phone.
- (vii) Employees directed to be 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.

## **28. RECREATION LEAVE**

- (i) Employees will receive six (6) weeks recreation leave per year.
- (ii) Annual leave loading is included in base salary.
- (iii) Employees 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 OEH convenience.
- (v) Employees receiving six (6) weeks annual leave may accrue a maximum of 50 days leave.



- (vi) An employee may apply to accrue leave in excess of the relevant maximum in accordance with the provisions of the *Government Sector Employment Act 2013* as varied.
- (ix) 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 five (5) working days annual leave per year.
- (x) An employee entitled to additional recreation leave under clause (ix) can elect at any time to cash out the additional recreation leave.

**29. CONCESSIONAL LEAVE**

Employees shall be entitled to the concessional leave granted from time to time by the Premier.

**30. TRAVELLING COMPENSATION LEAVE**

- (i) Travelling time accrued within the timeframe under the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be taken within one (1) month of such time accruing unless otherwise authorised by the Manager, Flight Operations.
- (ii) All other travelling compensation conditions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall continue to apply.

**31. SICK LEAVE**

- (i) Sick leave entitlements provided for in this agreement will be 15 days per year in accordance with Clause 79 and Clause 80 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied and the Part 3 of the Public Sector Employment Regulation 2014.
- (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 two (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 Chief Executive.

**32. CONTACT WITH EMPLOYEES ON PARENTAL AND MATERNITY LEAVE**

- (i) All parties agree to implement sub-clause 75.20 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 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) access to information, such as training calendars, held in the OEH intranet site;
  - (b) being advised of any major changes which impact upon their role;
  - (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 OEH while they are on leave.

### **33. FAMILY AND COMMUNITY SERVICE LEAVE**

Employees covered by this Agreement will be entitled to Family and Community Service Leave in accordance with Clause 71 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

#### **33.1 Sick Leave to Care for Sick Family Members**

An employee may use sick leave to care for sick dependants as per Clause 81 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied.

#### **33.2 Unpaid Leave for Family Purposes**

An employee may elect, with the consent of their manager, to take unpaid leave for the purposes of providing care and support to care for a family member who is ill.

#### **33.3 Make Up Time**

An employee may, with the consent of their manager, work "make up time", which means the employee takes time off during ordinary hours and makes up 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 Clause 72 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) All approvals for Leave Without Pay are at the convenience and discretion of OEH. The Chief Executive, in dealing with any applications, shall have regard to the needs of OEH, 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.

### **35. INCIDENT CONDITIONS**

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

### 35.1 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 their place of abode plus 30 minutes.
- (v) Hours of work for employees will be in accordance with Civil Aviation Order 48.1.
- (vi) Rest breaks will be taken in accordance with Civil Aviation Order 48.1.
- (vii) After completion of three (3) consecutive shifts or part thereof on incident duties, a break of 24 hours with payment at single time rates for the paid rest day shall be provided before a return to either normal or incident duties.
- (viii) The requirement for a break of 24 hours (paid rest day) can accumulate (e.g. for each three (3) days or part thereof worked during an incident an employee is entitled to one paid rest day with rest days accumulating) but is subject to fatigue management and flying protocols and shall not exceed eight (8) consecutive working days. Employees shall not be required to take Allocated Days Off or use any other form of leave in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.
- (ix) It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.
- (x) If an employee is away from their own work location for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, eight (8) 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 Rostered Day Off or Flex Day will 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 or rostered day off, to be taken at a mutually agreed time.

Note : The employee's choice must be marked clearly on time sheets or the provisions of paragraph 35.1 (xi)(b) above will be used as the default.

- (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 RDO or Flex Day Off.

### **35.2 Incident Responsibility Rates**

The overtime barrier rate does not apply to incident situations.

### **35.3 Payment Associated With Incidents**

- (i) This replaces the provisions of Clause 26 - Overtime, in relation to overtime worked in respect of incidents.
- (ii) Payment will be calculated as follows:
  - (a) all hours from start of incident, regardless of day, night, Saturday, Sunday, or Public Holidays, will be calculated as double time; and
  - (b) a deduction at single rates of pay will be made for all normal hours of duty or part thereof.
- (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.

### **35.4 Family**

- (i) 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.
- (ii) OEH will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.

### **35.5 Provision of meals and accommodation whilst working on Incident**

- (i) OEH 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 eight (8) hour shift.
- (iii) If no meal is supplied, a payment of \$15.56 per meal is made.
- (iv) Wherever possible employees will be allowed to return home or OEH 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 8 - 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 to working from home is to be given to employees where:
  - (a) family members are sick;
  - (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; or
  - (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) No meal allowance is payable for working overtime from home.

**38. DEPENDENT CARE**

**38.1 General**

- (i) OEH is committed to providing dependent care assistance or compensation for additional dependent/child care expenses to employees:
  - (a) who are required to attend residential training and development activities, or
  - (b) who are required to work during emergency/incident situations for hours worked during the emergency/incident, or
  - (c) who are required to work beyond their regular hours, resulting in additional cost to the employee for child care in an accredited child care program.
- (ii) All applications will be dealt with on their merits and in the case of compensation, subject to the provision of receipts.
- (iii) The parties to this Agreement confirm a commitment to provide assistance to employees of OEH 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.

### **38.2 Sick Dependents**

- (i) Employees covered by this Agreement are entitled to Family and Community Service Leave or Sick Leave to Care for a Family member in accordance with Clause 71 and Clause 81 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) In circumstances where an employee with a sick dependent is required to attend work that cannot be completed from home (e.g. an urgent meeting outside normal working hours) OEH will assist in paying additional costs associated with in home care for the dependent, subject to the provision of receipts.

### **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) Employees who wish to be accompanied by a family member on single day trips, must obtain approval from the Flight Operations Unit Manager prior to the trip for the purpose of insurance coverage.
- (iii) Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Branch Director.

### **40. LEARNING AND DEVELOPMENT**

- (i) The parties to this Agreement confirm a commitment to skill development for employees of the Flight Operations Unit.
- (ii) The learning and development of employees covered by this Agreement will be linked to the Performance Development and Feedback or such system as may apply within OEH generally. 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.
- (iii) Learning 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; temporary assignments to higher roles; job rotation and exchange programs).
- (iv) OEH's commitment to learning 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.
- (v) A minimum of 2% of the salary budget for Flight Operations for each financial year will be allocated to the learning and development of employees covered by this Agreement.
- (vi) The expenditure of the training and development allocation will continue to be reviewed by the FOU Consultative Committee.

#### **41. STUDY ASSISTANCE**

- (i) OEH will support employees gaining additional skills through formal study.
- (ii) 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.
- (iii) The following costs associated with courses will be reimbursed by OEH in accordance with the following guidelines:
  - (a) Higher Education Contribution Scheme Fee; or
  - (b) 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 OEH's operations or needs and is approved as such by the Chief Executive; or
  - (b) 50% refunded where the course/subject is relevant to Public Service OEH needs generally, but not directly to OEH's needs.
- (v) Refunds will be paid for a maximum of seven (7) annual occasions.
- (vi) To be eligible to receive a refund, an employee must:
  - (a) have been employed in OEH 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. COMPETENCIES**

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**

##### **43.1 OEH Performance Development and Feedback System**

All employees covered by this Agreement will have their work performance and skills development reviewed under the Performance Development and Feedback (PD&F) system or replacement system as may apply in OEH generally.

##### **43.2 Job Evaluation**

The Parties to this Agreement agree to continue to implement the OEH's Job Evaluation strategy.

#### **44. WORKFORCE PLANNING AND ENGAGEMENT OF CONTRACTORS**

- (i) Within 12 months of registration of the Agreement each workplace 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 Unit operational plans.

- (ii) OEH is committed to establishing a consultative process regarding the use, including supervision, of contractors by OEH. 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. OEH 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. REDUNDANCY ENTITLEMENTS**

Redundancy provision payments will be made in accordance with the NSW Government's Managing Excess Employees Policy or its replacement should a new policy be determined.

**47. WORKPLACE ACCOMMODATION**

- (i) OEH will ensure that all employees are provided with a work environment that meets, at least, the minimum acceptable standards. All workplaces will meet the relevant building requirements.
- (ii) OEH agrees to provide employees covered by this Agreement with reasonable conditions and space in accordance with the guidelines issued by the State Property Authority and OEH from time to time for office work spaces.
- (iii) Smoking is prohibited at all OEH workplaces and in OEH vehicles.

**48. OEH HOUSING**

- (i) The parties agree to consult on future issues related to OEH-owned housing.
- (ii) All employees occupying an OEH house will be required to sign and abide by a tenancy agreement.

**49. CONSULTATION AND MONITORING**

- (i) The parties agree to continued consultation to ensure the implementation of more flexible work patterns and arrangements, 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 three (3) 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 workplace changes and productivity improvement initiatives put forward by employees or management.



(iv) Supervisors Responsibilities

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

(v) Productivity Improvements

OEH-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 employee's responsibility to make time available to attend monthly workplace meetings unless they are on leave or working away from their normal workplace.

(vii) Membership of the Consultative Committee will include the Manager, Flight Operations/ Chief Pilot, two (2) union delegates or their nominees (one each from the pilots and aircrew), Employee Relations representative, and the Union.

(viii) Matters for consideration of the Consultative Committee will include, but not be limited to:

- (a) issues relating to operation of this Agreement;
- (b) work, health and safety update;
- (c) training opportunities; and
- (d) staffing requirements.

## 50. GRIEVANCE AND DISPUTE PROCEDURES

### 50.1 General

- (i) The aim of this procedure is to ensure that, during the life of this Agreement, industrial disputes, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or individual grievances are prevented or resolved as quickly as possible at the level they occur in the workplace.
- (ii) The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.
- (iii) In seeking a resolution to any industrial dispute or industrial grievance, OEH may be represented by an industrial organisation of employers, and the employees of OEH may be represented by an industrial organisation of employees.
- (iv) Where a 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.

## 50.2 Steps to resolve Industrial Grievances or Disputes

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

Step 1 The matter is discussed between the employee(s) and their immediate supervisor/ manager or other appropriate employee concerned and addressed within one week.

The employee(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2 If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the employee(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3 If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the employee(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the employee may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4 The matter is discussed between senior representatives of OEH and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one (1) month, unless the parties agree to a longer period.

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

The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

## 51. ANTI-DISCRIMINATION

(i) It is the intention of the parties bound by this Agreement to achieve the objective in Section 169 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.

(ii) It follows that in fulfilling their obligations under the grievance and dispute resolution procedures prescribed in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement 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 Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
  - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) 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.
- (vi) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (vii) 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."

## **52. DEDUCTION OF UNION MEMBERSHIP FEES**

- (i) An employee may request and have OEH deduct from their salary, on a fortnightly basis, an amount to be paid to a specified union as membership fees. Any variation to the deduction amount for union membership fees shall be provided to OEH at least one (1) month in advance of the variation taking effect.
- (ii) OEH will deduct the specified union membership fees on a fortnightly basis from the pay of any employee, provided that the employee has given written authorisation for OEH to make such deductions.
- (iii) Monies so deducted from the employee's pay shall be forwarded regularly to the respective union together with all necessary information to enable the union to reconcile and credit subscriptions to the employee's union membership account.
- (iv) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## **53. 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.

**ANNEXURE 1**

**RATES**

	<b>1 July 2018</b>
<b>CLASSIFICATION/GRADE/YEAR</b>	<b>Annual Salary</b>
<b>Senior Pilot</b>	<b>\$144,382</b>
<b>Helicopter Pilots</b>	
<b>Level 1</b>	
A - Base all incidence of employment salary	\$113,197
B - Base all incidence of employment including long-line sling experience and/or agricultural helicopter experience and/or dual-rated.	\$115,508
C - As for 'B' including multi-engine helicopter rated.	\$125,900
D - As for 'B' including Check and Training Allowance, Helicopter.	\$122,434
E - As for 'C' including Check and Training Allowance-Helicopter and Check and Training Approval-Helicopter Agricultural Operations and Endorsement Approval-Multi-engine Helicopter.	\$132,834
<b>Level 2</b>	
A - Base all incidence of employment salary.	\$116,659
B - Base all incidence of employment including long-line sling experience and/or agricultural helicopter	\$118,967
C - As for 'B' including multi-engine helicopter rated.	\$129,367
D - As for 'B' including Check and Training Allowance, Helicopter.	\$125,900
E - As for 'C' including Check and Training Allowance-Helicopter and Check and Training Approval-Helicopter Agricultural Operations /or Endorsement Approval Multi-engine Helicopter.	\$136,299
<b>Level 3</b>	
A - Base all incidence of employment salary.	\$120,129
B - Base all incidence of employment including long-line sling experience and/or agricultural helicopter experience and/or dual-rated.	\$122,434
C - As for 'B' including multi-engine helicopter rated.	\$132,834
D - As for 'B' including Check and Training Allowance, Helicopter.	\$129,367
E - As for 'C' including Check and Training Allowance-Helicopter and Check and Training Approval-Helicopter Agricultural Operations /or Endorsement Approval-Multi-engine Helicopter.	\$139,763
<b>Level 4</b>	
A - Base all incidence of employment salary.	\$123,589
B - Base all incidence of employment including long-line sling experience and/or agricultural helicopter experience and/or dual-rated.	\$125,900
C - As for 'B' including multi-engine helicopter rated.	\$136,299
D - As for 'B' including Check and Training Allowance, Helicopter.	\$132,834
E - As for 'C' including Check and Training Allowance-Helicopter and Check and Training Approval-Helicopter Agricultural Operations /or Endorsement Approval-Multi-engine Helicopter.	\$143,227

OEH Flight Operations Enterprise Agreement 2018

---

<b>CLASSIFICATION/GRADE/YEAR</b>	<b>1 July 2017 Annual Salary</b>
<b>Fixed Wing Aircraft Pilot</b>	
<b>Level 1</b>	
A - Base all incidence of employment salary	\$108,575
B - Base all incidence of employment including Night Visual Flight Rules	\$118,967
C - As for Column B as well as Check and Training Allowance, Fixed Wing Aircraft	\$125,286
D - As for Column B as well as Check and Training Allowance, Helicopter	\$125,286
<b>Level 2</b>	
A - Base all incidence of employment salary	\$112,042
B - Base all incidence of employment salary and Turbo Allowance, Fixed Wing Aircraft	\$122,434
C - As for Column B as well as Check and Training Allowance, Fixed Wing Aircraft	\$129,367
D - As for Column B as well as Check and Training Allowance, Helicopter	\$129,367
<b>Level 3</b>	
A - Base all incidence of employment salary	\$115,508
B - Base all incidence of employment salary and Turbo Allowance, Fixed Wing Aircraft	\$125,286
C - As for Column B as well as Check and Training Allowance, Fixed Wing Aircraft	\$132,834
D - As for Column B as well as Check and Training Allowance, Helicopter	\$132,834
<b>Level 4</b>	
A - Base all incidence of employment salary	\$118,967
B - Base all incidence of employment salary and Turbo Allowance, Fixed Wing Aircraft	\$129,367
C - As for Column B as well as Check and Training Allowance, Fixed Wing Aircraft	\$136,299
D - As for Column B as well as Check and Training Allowance, Helicopter	\$136,299
<b>Crew</b>	
Level 1 - Base All Incidence of employment Salary	\$78,545
Level 2 - Base All Incidence of employment Salary	\$82,006
Level 3 - Base All Incidence of employment Salary	\$85,475
Level 4 - Base All Incidence of employment Salary	\$88,937
Level 5 - Base All Incidence of employment Salary	\$109,111

## ANNEXURE 2

### COMPETENCY LEVELS FOR FLIGHT OPERATIONS UNIT

#### FIXED WING PILOTS

##### LEVEL 1

- CPL CIR S.E. Minimum 2000 hours and 1 years G/A experience

##### LEVEL 2

- CPL CIR ME (Piston Engine). Minimum 1 year experience
- Low Level experience
- Remote area operations and unsupervised operations
- General knowledge of OEH boundaries and procedures
- Ability to perform all tasks relating to Flight Operations

##### LEVEL 3

- CPL CIR M.E. Turbine Experience
- Working Knowledge of OEH boundaries and procedures (relating to Flight)
- Minimum 2 years OEH experience
- Ability to perform all tasks relating to Flight Operations

##### LEVEL 4

- CPL CIR ME Turbine experience
- 200 hours TT 3000 hours plus minimum three (3) years OEH experience
- Capacity to train others
- Good working knowledge of OEH boundaries and procedures (relating to Flight)
- Ability to perform all flying tasks required
- Proven experience in Flight operations management and task allocation

#### HELICOPTER PILOTS

##### LEVEL 1

Appointment to this Level shall be subject to competitive selection for advertised line pilot positions or on direct appointment as a pilot within the Flight Operations Unit.

##### LEVEL 2

Progression to this Level shall be subject to the requirements for Level 1 plus:

- Minimum 2,250 PIC hours in command of helicopters and 200 hours operating the specific aircraft managed by the FOU, evidence documented by means of the pilot's logbook
- Evidence of 150 hours flight experience in fire operations and evidence of ability to perform to a satisfactory level in three of the specific fields considered fire management operations. These fields are considered as pilot flying with:
  - Air Attack Supervisor operations;
  - Fire Related Air observation flights;
  - Aerial Ignition Operations;
  - Water bombing;
  - FLIR operations;

- Evidence will be gained by means of logbook entry and written application outlining experience in the previously listed operations. To be considered to be at a satisfactory level in three of these fields the applicant will need to present evidence to describe their ability by:
  - Detailing information about the roles and the hours flown in each type of fire management task undertaken and supply documentation supporting this;
  - Describe a situation that highlights knowledge of fire operations and to implementation of a plan to manage that situation;
  - Documented knowledge of information to be relayed in a fire Situation report (Sitrep);
  - The ability to read an interpret an Incident action plan; and
  - The ability to decipher Fire Ground Maps and show sound fire management planning.
- Demonstrated ability will be assessed by the Chief Pilot or delegate in either a training scenario or on the job assessment
- Evidence and demonstrated ability to a satisfactory level and 100 hours flight experience in at least one helicopter-related specialist tasks undertaken by the FOU. Helicopter-related specialist aviation tasks undertaken by the FOU are considered to be
  - Winching and Hover Exit & Hover Entry operations
  - Longlines (over100Ft) Sling Load Operations
  - Aerial Application
  - Feral Animal Management
- Evidence will be gained by means of a written application outlining experience in the previously listed operations, including detailed information about the roles and the hours flown in each type of specialist task undertaken and documentation supporting this.
- Evidence of ability to manage NPWS flight-related operations in a remote area unsupervised. Evidence will be gathered in the form of a written application and supporting documentation outlining how the applicant undertook a self-management approach to a task requiring multiple management skills including communication, team work, plan and prioritise, customer service and problem solving

### LEVEL 3

Progression to this Level shall be subject to the requirements for Level 2 plus:

- Minimum 3,000 PIC hours in command of helicopters and minimum of 400 hours operating specific aircraft operated by the agency, evidence documented by means of the pilot's logbook
- Documented evidence of 400 hours flight experience in fire management operations.
- Evidence and demonstrated ability to perform to a satisfactory level in all of the specific fields considered fire management operations. These fields are considered as pilot flying with:
  - Air Attack Supervisor operations;
  - Fire Related Air observation flights;
  - Aerial Ignition Operations;
  - Water bombing; and
  - FLIR operations.

- Evidence will be gained by means of a written application outlining experience and hours flown in all of the previously listed operations. Demonstrated ability will be assessed by the Chief Pilot or delegate in either a training scenario or on the job assessment.
- Evidence and demonstrated ability to a satisfactory level and 100 hours in at least two (2) helicopter-related specialist tasks undertaken by the FOU. Helicopter-related specialist aviation tasks undertaken by the FOU are considered to be:
  - Winching and Hover Exit & Hover Entry operations;
  - Sling Load Operations;
  - Aerial Application; and
  - Feral Animal Management.
- Evidence will be gained by means of a written application outlining experience in the previously listed operations. To be considered to be at an advanced level in one of these fields an applicant will need to present evidence to describe their ability by detailing information about the roles and the hours flown in each type of specialist task undertaken and supply documentation supporting this.

#### LEVEL 4

Progression to this Level shall be subject to the requirements for Level 3 plus:

- Minimum 4,000 PIC hours in command of helicopters and minimum of 600 hours operating the specific aircraft operated by the agency. Evidence highlighting this by means of the pilot's logbook
- Documented evidence of 600 hours' flight experience in fire management operations and experience as per Level 3.
- Evidence and demonstrated ability to an experienced level in two (2) of the helicopter related specialist tasks undertaken by the FOU and as required to undertaken by the agency OR be able to conduct more than two (2) of the operations listed to an experienced level.

Helicopter related specialist aviation tasks undertaken by the FOU are considered to be:

- Winching and Hover Exit & Hover Entry operations;
  - Sling Load Operations;
  - Aerial Application; and
  - Feral Animal Management.
- Evidence will be gained by means of a written application outlining the applicants experience in the previously listed operations. To be considered to be as experienced in these fields an applicant will need to present evidence to describe their ability by:
    - showing experience in a wide range and variety of tasks that may be undertaken within each field;
    - demonstrate experience in a wide range of operating environments in the tasks; and
    - have more than 1,500 hours covering selected operation types as listed above in their application.
  - Evidence and documented ability to train and assess aviation specialist field staff in operations conducted by the agency. Documented evidence in Certificate IV in Training and Assessment and gathered evidence as a trainer in any of the following aviation fields:
    - Winch and Hover Operations;
    - Work Safely around aircraft;
    - Air observation as pilot;
    - Air Attack Supervisor as pilot; or
    - Aerial Incendiary operations as pilot.



## **GRADES FOR HELICOPTER PILOTS**

### **GRADE A**

Appointment to this Grade shall be subject to competitive selection for advertised line pilot positions or on direct appointment as a pilot within the Flight Team.

### **GRADE B**

Progression to this Grade shall be subject to as for Grade A plus:

- Documented evidence in the knowledge of NPWS aviation policies and procedures;
- Documented evidence of knowledge in OEH boundaries, tasks, SOPs, operations and procedures as conducted by the agency; and
- Documented evidence of 200 hours operational experience showing where the above knowledge has been used.

### **GRADE C**

Progression to this Grade shall be subject to as for Grade B plus:

- Satisfactory service at Helicopter Pilot in grade B and at Level 4 for a minimum 12 months;
- Satisfactory service within OEH as a helicopter pilot for a minimum total combined period of three (3) years supported by evidence in advanced knowledge of NPWS and Interagency operations and procedures; and
- Evidence in support of your role in a significant Project management role within the OEH Flight Team.

### **GRADE D**

Progression to this Grade shall be subject to as for Grade C plus:

- Satisfactory service within the OEH as a helicopter pilot for a minimum total combined period of 5 years supported by evidence in highly advanced knowledge of NPWS and Interagency operations and procedures;
- Documented evidence in support of your role in a significant project management role at an Adept level (as per the GSE framework) within the OEH Flight Team; and
- Documented evidence in your role at an advanced level (as per the GSE framework) in Manage and develop people.

## **CREW**

### **LEVEL 1**

- General experience in helicopter operations;
- Exposure to winch operations;
- Exposure to the Helicopter aviation tasks that the FOU undertakes;
- Exposure to firefighting operations; and
- Maintain a level of fitness required for firefighting operations.

## **LEVEL 2**

Progression to this Level shall be subject to the requirements for Level 1 plus:

- Minimum 500 hours helicopter crewperson experience plus two (2) years' experience in FOU or the aviation industry;
- CAO 29.11 Winch Operator's endorsement plus a minimum of 250 winches in log book;
- Ability to perform Hazard Reductions, lifting and fire aviation tasks relating to FOU helicopter operations as required by management;
- Competent in the management of remote area unsupervised operations;
- Ability to train staff in helicopter safety and winch operations; and
- May be selected to operate Unmanned Aerial Vehicles from a request from management or a selection process

## **LEVEL 3**

Progression to this Level shall be subject to the requirements for Level 2 plus:

- Minimum of 1,000 hours helicopter crewperson plus three (3) years' experience in FOU or the aviation industry;
- Minimum 500 winches in log book;
- Undertakes and is accountable for a significant function related to the safe operations of the FOU (i.e. role specific equipment maintenance);
- Ability to perform other aviation tasks relating to FOU helicopter operations as required by management which may include AG or FFAST;
- Would be willing and able of accepting other duties, roles or tasking's to assist in the day to day operations of the flight team;
- Experience in unsupervised remote area operations; and
- Qualified to instruct and assess staff in all areas of helicopter safety and operations

## **LEVEL 4**

Progression to this Level shall be subject to the requirements for Level 3 plus:

- Minimum of 1,500 hours helicopter crewperson plus five (5) years' experience in FOU or the aviation industry;
- Minimum 1,000 winches in log book;
- Proven ability to train Level 1 Crew person to Level 2 status or higher;
- Ability to train crewpersons to CAO 29.11 standard; and
- Be able to organise and lead programs and training courses that flight team participate in, whether in a supervisory role or in conjunction with another department

### **LEVEL 4 - Chief UAV Controller**

- Must hold a UAV licence; and
- Be knowledgeable in the rules, regulations, procedures and protocols of the use of UAV's in NSW National Parks and reserves.

**LEVEL 5 Senior Crewperson**

Progression to this Level shall be subject to the requirements for Level 4 plus:

- Minimum of 2000 hours helicopter crewperson plus six (6) years' experience in FOU or the industry;
- Minimum 2000 winches in log book;
- Proven ability to train Level 3 Crew person to Level 4 status or higher;
- Approval from chief pilot and or management to train crewpersons to CAO 29.11 standard;
- Demonstrated superior supervisory and team leadership skills;
- Demonstrated ability and experience to operate, instruct and supervise the operation and maintenance of all the machinery, plant and aviation role equipment;
- Demonstrated ability, experienced and qualified in all of FOU's operations;
- Operations management experience;
- Ability to assist with check and training;
- Demonstrated experience in or detailed knowledge of aviation industry skills and experience in the purchase, management and utilisation of plant and aviation role equipment;
- Demonstrated superior cost estimation, budgeting and project management, administrative and organisation skills and capacity for working with various software programs, including demonstrated knowledge of financial and asset management systems;
- Ability to roster crewpersons considering programed or unscheduled work and managing Flex/TIL balances; and
- Keeping records of the FOU asset management system

**ANNEXURE 3**

**CASUAL RATES**

<b>Classification</b>	<b>1 July 2017</b>
<b>Level 1: General Aircraft Work</b> Per day - per hour after 11 hours duty time - less than four (4) hours (½ day rate applies)	 \$341 \$34 \$170
<b>Level 2: Bushfire Rate requires:</b> <ul style="list-style-type: none"> <li>▪ Winch endorsement and experience;</li> <li>▪ Water Bucket experience;</li> <li>▪ Bushfire experience</li> </ul> Per day - per hour after 11 hours duty time - less than four (4) hour (½ day rate applies)	 \$409 \$38 \$203
<b>Level 3: Level to be paid when formal training of a crewperson is undertaken.</b> Per day - per hour after 11 hours duty time - less than four (4) hours (½ day rate applies)	 \$478 \$41 \$240
<b>Casual Helicopter - Single Engine</b>	
Per day - per hour after 11 hours duty time - less than four (4) hours (½ day rate applies)	 \$478 \$41 \$240
<b>Bushfire Rate requires:</b> <ul style="list-style-type: none"> <li>▪ Winch endorsement and experience;</li> <li>▪ Water Bucket experience;</li> <li>▪ Bushfire experience</li> </ul> Per day - per hour after 11 hours duty time - less than four (4) hours (½ day rate applies)	 \$614 \$55 \$305
<b>Casual Helicopter – Twin Engine</b>	
Per day - per hour after 11 hours duty time - less than four (4) hours (½ day rate applies)	 \$560 \$47 \$274
<b>Bushfire Rate requires:</b> <ul style="list-style-type: none"> <li>▪ Winch endorsement and experience;</li> <li>▪ Water Bucket experience;</li> <li>▪ Bushfire experience</li> </ul> Per day - per hour after 11 hours duty time - less than four (4) hours (½ day rate applies)	 \$1002 \$65 \$341
<b>Casual Fixed Wing, Single Engine – All Work IFR pilot</b>	
Per day - per hour after 11 hours duty time - less than four (4) hour (½ day rate applies)	 \$409 \$38 \$203
<b>Bushfire Rate:</b>	Normal rates apply

THIS AGREEMENT BETWEEN THE PARTIES IS MADE AT SYDNEY ON THE

24<sup>TH</sup> DAY of AUGUST 2018

(signed for and on behalf of the)  
Office of Environment and Heritage NSW

Ian Faulks

SIGNATORY

Please PRINT name of signatory below:

IAN FAULKES

Iain Haydock

WITNESS SIGNATURE

Please PRINT name of witness below:

IAIN EDWARD HAYDOCK

(signed for and on behalf of)  
The Australian Workers Union -  
New South Wales Branch

Daniel Walton

SIGNATORY

Please PRINT name of signatory below:

DANIEL WALTON

D. Alexander

WITNESS SIGNATURE

Please PRINT name of witness below:

Nicole Alexander