

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/16

TITLE: National Parks and Wildlife Service Field Officers' (Kosciuszko and Georges River National Parks) Hours of Work Enterprise Agreement

I.R.C. NO: 97/6643

DATE APPROVED/COMMENCEMENT: 4 December 1997

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**NEW AGREEMENT OR
VARIATION:** New

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Field Officers employed in Kosciuszko and Georges River National Parks

PARTIES: National Parks & Wildlife Service, Public Employment Office

-&-

Public Service Association of New South Wales





**NATIONAL PARKS
AND WILDLIFE
SERVICE**

FIELD OFFICERS

(Kosciuszko and Georges River National Parks)

**HOURS OF WORK
ENTERPRISE AGREEMENT**

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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;
and
- * The Public Service Association of NSW.

3. TITLE OF THE AGREEMENT

This Agreement will be known as the National Parks and Wildlife Service Field Officers' (Kosciuszko and Georges River National Parks) Hours of Work Enterprise Agreement.

4. INTENTION

The purpose of this Agreement is to partially regulate the hours of work for Field Officers in Kosciuszko and Georges River National Parks within the National Parks and Wildlife Service.

The parties agree that the Agreement will be interpreted and applied in a fair and equitable manner recognising that all employees 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 far as they apply to field officers for the term of this Agreement:

- * Crown Employees (Overtime) Award, 1986, clauses 1,2,3,7,8,9
- * Agreement No 2275 of 1980, Flexible Working Hours
- * Agreement No 2225 of 1977, Annual Leave and Compensation for Saturdays, Sundays and Public Holidays

(ii) Clauses 11, 12, 13, 16 22, and 33 of the following industrial instrument, in so far as they fix hours of work for field officers covered by this Agreement, shall no longer apply to employees for the term of the Agreement:

Crown Employees - Field Officers Kosciuszko and Georges River (National Parks and Wildlife Service) Award

(iii) This Agreement does not affect the terms and conditions of employment regulated by the following industrial instruments, except as specified by this Agreement:

- * Crown Employees (Holidays) Award, 1981
- * Crown Employees (Transferred Officers Compensation) Award, 1989
- * Crown Employees (Travelling Compensation) Award
- * Agreement No 2354 of 1981, Transferred Officers Excess Rent Assistance
- * Agreement No 2457 of 1983, Technological Change

6. **PERIOD OF OPERATION**

(i) The term of this Agreement will be for a period of 12 months.

(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**

"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.

"Association" means the Public Service Association of NSW.

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

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



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

"Employee" means a Field Officer permanently or temporarily employed by the National Parks and Wildlife Service in Kosciuszko or Georges River National Parks, under the provisions of the *Public Sector Management Act, 1988*.

"Grievance" is any workplace problem which causes an employee concern.

"Public Employment Office" is for the purposes of any Act, a statutory body representing the Crown.

"Monday to Friday Workers" are employees whose ordinary hours of work are Monday to Friday inclusive.

"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.

"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.

"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).

8. 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, to be worked between 6 am and 8 pm.
- (ii) Employees, may only be rostered to work ordinary hours between 6 pm and 8pm, when the employee agrees.

- (iii) 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.
- (iv) 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).
- (v) 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.
- (vi) 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).

- (vii) Hours of work 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 Association and the members concerned.
- (ix) Overtime is payable for all approved time worked;
 - (a) 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; or
 - (b) outside the bandwidth, except where such work is associated with emergency incidents as defined.
- (x) The implementation of this clause will be monitored closely by the parties.

Ordinary hours may be organised as follows:

A. 7 Day Roster Workers

- (i) Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors are 7 day workers.
- (ii) Ordinary hours for field officers are to be worked from Monday to Sunday (inclusive).
- (iii) Field officers are to have at least two (2) consecutive full days off per week, unless otherwise agreed to between the Service and the employee concerned.

- (iv) Field officers shall not be rostered to work more than two (2) consecutive weekends (ie either Saturday or Sunday), unless the employee agrees to do so.
- (v) A loading of 17% of annual base salary shall be paid in lieu of all other penalty rates for Saturdays, Sundays and public holidays for Field Officers and Senior Field Officers.
- (vi) Employees listed in (v) above will only be rostered to work a maximum of 45 weekend days (i.e. Saturdays or Sundays), and 5 Public holidays.
- (vii) A loading of 8.5% of annual base salary in lieu of all other penalty rates is payable to Field Supervisors and Senior Field Supervisors.
- (viii) Employees listed in (vii) above will only be rostered to work a maximum of 22 weekend days (either Saturdays or Sundays), and 3 Public holidays.
- (ix) If a field officer agrees to work more than the maximum specified in subclause (vi) of this clause, no additional payments or day in lieu shall be made.
- (x) Employees referred to in (v) or (vii) who are directed to work more weekend days and public holidays than those prescribed, will be paid penalty rates as follows:
 - (a) Saturdays - a 50% loading for each additional day worked
 - (b) Sundays - an 75% loading for each additional day worked
 - (c) Public Holidays - an 150% loading for each additional day worked
- (xi) The loading specified in (vi) and (viii) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

9. 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) Field officers work a set pattern of hours where the start and finish times are set prior to the commencement of the 4 week roster period.

A. SET PATTERNS OF HOURS

- (i) Set patterns of hours is where the starting and finishing time for each day are decided at the time the 4 weekly roster is determined and agreed to by the parties.
- (ii) Employees working set hours may take up to 5 days off per 4 week period, with management approval.
- (iii) Employees are able to elect to work enough hours to take two (2) days off per settlement period.
- (iv) Employees need to accrue the necessary number of hours to enable the day(s) off.

For example:

Number of Days Off per Settlement Period	Approximate number of work hours per day (exclusive of meal breaks)
0	7 hours per day
1	7.5 hours per day
2	8 hours per day
3	8.5 hours per day
4	9 hours per day
5	9.5 hours per day

- (v) Any paid leave, eg recreation leave, sick leave or short leave, and any public holiday occurring during the settlement period, shall be a day worked for accrual of a day off.
- (vi) Days taken as leave without pay do not accrue any time towards a day off.

10. 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 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 overtime barrier determined by the Public Employment Office from time to time, shall only receive overtime payments calculated on the salary currently determined as the barrier.
- (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.

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

12. CASUAL WORK ARRANGEMENTS

- (i) The hourly rate for casual is to be calculated by the following formula:
Annual salary of the position divided by 260.8929 divided by 7 = base hourly rate

- (ii) ~~All other award provisions continue to apply.~~
All other provisions of the Crown Employees Field Officers - Kosciusko and Georges River National Parks (National Parks and Wildlife Service) Award continue to apply.

13. INCIDENT CONDITIONS

- (i) A normal shift whilst working on a declared incident is seven (7) hours, however employees may only be required to work a maximum of twelve (12) hours on site.
- (ii) 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).

14. 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 Management and the Association will meet on a three 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, the Association or Management.

15. 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. Throughout these procedures employee(s) may be represented by the Association.
- (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.

- (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.

16. PERSONAL/CARER'S LEAVE

16.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 1. 'relative means a person related by blood, marriage or affinity;

2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. 'household' means a family group living in the same domestic dwelling.

16.2 Family and Community Service Leave - general

- (i) The appropriate Department Head may grant family and community service leave to an employee:
 - (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessity.
- (ii) Family and Community Service Leave replaces Short Leave.
- (iii) An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the appropriate Department Head approves the grant of leave in the particular case.

16.3 Family and Community Service Leave - entitlement

- (i) The maximum amount is not to be granted family and community service leave on full pay that may be granted to an employee is:
 - (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years' continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (ii) Family and Community Service Leave is available to part-time employees on a pro rate basis, based on the number of hours worked.
- (iii) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete, 'per occasion' basis to an employee on the death of a person as defined in Clause 1 above.

16.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in Clause 3 above, is exhausted, the sick leave provisions under Clause 5 may be used by an employee to care for a sick dependant.

16.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in Clause 1.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from the year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 5(b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Department head may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in Clause 5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. It is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.



16.6 Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with Clause 1 above, and despite the provisions of Clause 3 of the Crown Employees (Overtime) Award, and employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with 6(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 6(a), employee shall be paid overtime rates in accordance with the Crown Employees (Overtime) Award.

16.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

16.8 Use of other leave entitlements

The appropriate Department Head may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.



16.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions of the relevant organisation.

17. 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 21st November day, of 1997.

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

for Public Employment Office

) ... [Signature]
) ... [Signature]
Witness

and for the Public Service Association of New South Wales

Mr M. O'Sullivan, President, Public Service Association of New South Wales

) ... [Signature]

and

Ms Janet Good, General Secretary Public Service Association of New South Wales

) ... [Signature]