

ENTERPRISE AGREEMENT

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**ENTERPRISE AGREEMENT FOR FLIGHT OPERATIONS PILOTS & CREW -
NATIONAL PARKS AND WILDLIFE SERVICE**

PART 1 - PURPOSE OF THE AGREEMENT

1. ARRANGEMENT

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2. PARTIES TO THE AGREEMENT

This Enterprise Agreement, made pursuant to the provisions of sections 115-145 of the Industrial Relations Act 1991, entered into on the 1st day of July 1992 between:

- * the Director of the National Parks and Wildlife Service, and the Public Employment Industrial Relations Authority, a Corporation constituted under the Public Sector Management Act 1988, and having its office at 1 Oxford Street, Darlinghurst in the State of New South Wales (hereinafter referred to as "the Industrial Authority") of the one part;

and

- * the Pilots of the Flight Operations of the National Parks and Wildlife Service on the other part.

3. TITLE OF AGREEMENT

This Agreement shall be known as the Flight Operations Pilots and Crew, National Parks and Wildlife Service, Enterprise Agreement.

4. INTENTION

The purpose of this Agreement is to regulate the terms and conditions of employment of the Flight Operations Pilots and Crew previously regulated by:

- * Determination No. 844 of 1985 - Crewman, National Parks & Wildlife Service of NSW;
- * Determination No. 845 of 1985 - Ranger (Flight-Fixed Wing), National Parks & Wildlife Service of NSW;
- * Determination No. 846 of 1985 - Senior Ranger (Flight), and Ranger (Flight-Helicopter) National Parks & Wildlife Service of NSW;
- * Crown Employees (Rangers and Associated Professional Officers, National Parks and Wildlife Service) Award, namely:
 - Annual leave and compensation for work on Saturdays, Sundays and public holidays as per Agreement No. 2225 of 1977 (Clause 4. Weekend and Public Holidays);

- Overtime and Travelling Compensation as per the Crown Employees (Overtime) Award and Crown Employees (Travelling Compensation) Award, **excepting the provisions relating to meal and accommodation allowances** (Clause 5. Overtime and Travelling Compensation);
- Stand-by at home in connection with fire-fighting and/or search and rescue work (Clause 6. Stand-by at Home); and
- Special loadings (Clause 7. Special Loadings).

5. **INCIDENCE**

This Agreement will apply with the following provisions of the Personnel Handbook of the New South Wales Public Service:

- * Division 1 - Guidelines and Procedures;
- * Division 2 - Conditions of Employment, **excepting Part 1 Awards and Agreements, and Part 2 Industrial Authority Determinations, Section 1 Hours of Duty and Section 7 Recreation Leave and Annual Leave Loading.** Note that meal and accommodation allowances will continue to be paid in accordance with the provisions of the Crown Employees (Overtime) Award and the Crown Employees (Travelling Compensation) Award; and
- * Division 3 - Conduct and Discipline.

6. **DATE AND PERIOD OF OPERATION**

This Agreement shall operate for a nominal term of two years.

PART 2 - DEFINITIONS AND ALL INCIDENCE OF EMPLOYMENT SALARIES

7. **DEFINITIONS**

"Act" means the Industrial Relations Act 1991.

"Department Head" means the Director of the National Parks and Wildlife Service of New South Wales.

"Industrial Authority" means the Public Employment Industrial Relations Authority constituted by the Public Sector Management Act 1988.

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the Public Sector Management Act 1988, who, on or during the period of operation of this Agreement occupy or are appointed to a position covered by this Agreement.

8. ALL INCIDENCE OF EMPLOYMENT SALARIES

(i) The salaries payable under this clause include remuneration for all incidence of employment, including all existing allowances and overtime, for all hours worked and all other compensatory or other allowances other than:

- * Meal or accommodation allowances;
- * Any approved reimbursements paid in relation to expenses incurred in the discharge of the employees duties.

The salaries continue to be paid during recreation leave. Annual leave loading is not payable.

(ii) The all incidence of employment salaries are as follows:

(a) Manager (Flight Operations)

MANAGER (FLIGHT OPERATIONS)	
	\$62,500p.a.

(b) Pilot Helicopter

- * Column A - Base all incidence of employment salary.
- * Column B - Base all incidence of employment salary including Night Visual Flight Rules.
- * Column C - As for Column B including Turbo Allowance, Fixed Wing Aircraft.
- * Column D - As for Column B including Check and Training Allowance, Helicopter.

PILOT (HELICOPTER)	COLUMN A	COLUMN B	COLUMN C	COLUMN D
Level 1	\$49,000	\$50,000	\$54,500	\$53,000
Level 2	\$50,500	\$51,500	\$56,000	\$54,500
Level 3	\$52,000	\$53,000	\$57,500	\$56,000
Level 4	\$53,500	\$54,500	\$59,000	\$57,500

(b) Pilot Helicopter

- * Column E - As for Column C including Check and Training Allowance Helicopter.

PILOT (HELICOPTER)	COLUMN E
Level 1	\$57,500
Level 2	\$59,000
Level 3	\$60,500
Level 4	\$62,000

(c) Pilot (Fixed Wing Aircraft)

- * Column A - Base all incidence of employment salary.
- * Column B - Base all incidence of employment salary and Turbo Allowance, Fixed Wing Aircraft.
- * Column C - As for Column B as well as Check and Training Allowance, Fixed Wing Aircraft.
- * Column D - As for Column B as well as Check and Training Allowance, Helicopter.

PILOT (FIXED WING)	COLUMN A	COLUMN B	COLUMN C	COLUMN D
Level 1	\$47,000	\$51,500	\$54,500	\$54,500
Level 2	\$48,500	\$53,000	\$56,000	\$56,000
Level 3	\$50,000	\$54,500	\$57,500	\$57,500
Level 4	\$51,500	\$56,000	\$59,000	\$59,000

(d) Crewman

- * Column A - Base all incidence of employment salary.

CREW	COLUMN A
Level 1	\$34,000
Level 2	\$35,500
Level 3	\$37,000
Level 4	\$38,500

9. ADJUSTMENT OF SALARIES

The salaries of existing Pilots of the Flight Operations shall be adjusted to the all incidence of employment salaries contained in this Agreement as follows:

- * Mr G Foster, Manager - Flight Operations to \$62,500 per annum.
- * Mr S Hough, Pilot (Helicopter) to \$59,000 per annum i.e. Pilot (Helicopter), Level 4, Column C.
- * Mr R Byrne, Pilot (Fixed Wing) to \$59,000 per annum i.e. Pilot (Fixed Wing), Level 4, Column C.
- * Mr G Fleming, Pilot (Fixed Wing) to \$56,000 per annum i.e. Pilot (Fixed Wing), Level 4, Column B.

10. LEVELS OF COMPETENCY

The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each Level within the Pilot (Helicopter), Pilot (Fixed Wing), and Crew classifications. Such competencies shall be developed having regard to National Training Competency Standards.

PART 3 - HOURS OF WORK

11. WORK HOURS

- (i) The work hours shall be from Monday to Sunday inclusive. The ordinary hours of work shall not exceed an average of 40 per week in any 52 week period. The total work hours (ordinary hours plus overtime hours) are as required to perform the work subject to sub-clause (ii).
- (ii) The Civil Aviation Authority limitations on the working hour arrangements are to be observed as follows:

(a) Flying Hours

Not more than:

- 8 hours in one day;
- 30 hours in 7 consecutive days;
- 100 hours in 30 consecutive days; and
- 900 hours in 1 year.

(b) Duty Hours

Not more than:

- 11 hours of duty in one day;
- 90 hours of duty in one fortnight; and
- 6 consecutive days of duty.

(c) Extension of Hours

The limitations contained in sub-clauses (a) and (b) are not absolute. Civil Aviation Order Number 48.0 and 48.1 allows for extension of hours in certain circumstances. Similarly, the hours to be worked by the staff of the Flight Operations may be extended in accordance with the Order.

- (iii) The all incidence of employment salaries prescribed by this Agreement include payment for early and late starts to work, work on weekends as well as Public Holidays, and most overtime work.
- (iv) Staff required in connection with fire-fighting (not hazard reduction) and/or search and rescue work shall be entitled to payment or time off in lieu, for hours in excess of the ordinary hours of work (i.e. 8 per day) at overtime rates. The overtime rates are as follows:
- * Monday to Saturday at time and a half for the first two hours and double time thereafter.
 - * Sunday at double time.
 - * Public Holidays at double time and a half.

The formula is as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{40} \times \text{overtime rates}$$

PART 4 - GENERAL

12. DUTIES AS DIRECTED

The Department Head, his or her representative, nominee or representative may direct the staff covered by this Agreement to carry out such duties as are within the limits of the employee's skill, competence and training.

13. STAFF TRAINING AND STAFF DEVELOPMENT

- (i) It is agreed that the Pilots covered by this Agreement will be encouraged to complete appropriate training to become dual rated in both Helicopter and Fixed Wing Aircraft.

- (ii) It is further agreed that the staff covered by this Agreement will be encouraged to undertake appropriate training to improve the productivity and efficiency of the Flight Operations.
- (iii) It is agreed that an independent assessment shall be made of the flying skills of the Pilots as required.

14. GRIEVANCE AND DISPUTE PROCEDURES

- (i) When any grievance or dispute arises at the workplace the employee(s) concerned will take the matter up with the Manager, Flight Operations. The Manager is to be given the opportunity to investigate the matter and provide a response to the grievance or dispute. The Manager will advise the employee(s) concerned of the time by which an answer will be provided.
- (ii) If the grievance or dispute is not resolved between the employee(s) and the Manager, Flight Operations, or where the matter is of such a nature that direct discussion between the employee(s) and the Manager would not be appropriate, the employee(s) shall then take the matter up with the Deputy Director Field Management and Services.
- (iii) If the grievance or dispute has not been settled by the Manager, Flight Operations, or the Deputy Director Field Management and Services, or if any party so requests, the matter will be discussed as soon as practicable between representatives of the employee(s) and senior management, which may include staff of the Human Resources Branch.
- (iv) If the grievance or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.
- (v) It is a condition of this Agreement that the procedures will be followed and that normal work will continue.
- (vi) The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

15. CONSULTATIVE MECHANISM

The parties agree to continued consultation to ensure the implementation of more flexible working patterns and arrangements with a view to achieving improvements in productivity, efficiency and increased job satisfaction.

16. RECREATION LEAVE

The officers covered by this Agreement shall accrue six weeks recreation leave per annum. The all incidence of employment salaries shall continue to be paid during periods of recreation leave, in lieu of annual leave loading.

