

ENTERPRISE AGREEMENT

NO: E.A. 43 /1992

DATE REGISTERED: 3.12.92

PRICE: \$ 30.00

43/92

ENTERPRISE AGREEMENT
RANGERS, PROJECT/RESEARCH OFFICERS AND ABORIGINAL SITES
OFFICERS - NATIONAL PARKS AND WILDLIFE SERVICE

ENTERPRISE AGREEMENT made the *3rd* day of *December* in the year 1992 between the Public Employment Industrial Relations Authority, a corporation constituted under Section 56 of the Public Sector Management Act 1988, on the one part and the Public Service Association of New South Wales (hereinafter called the Association) being an association representing a certain class of Public Servants on the other part.

(1) PARTIES TO THE AGREEMENT

This Agreement is made between the Public Employment Industrial Relations Authority and the Association in accordance with the provisions of Section 115 - 142 of the Industrial Relations Act 1991.

(2) INCIDENCE AND APPLICATION

This Agreement is to regulate salaries and conditions of employment of employees classified as Ranger, Project/Research Officer and Aboriginal Sites Officer in the National Parks and Wildlife Service.

Subject to the Industrial Registrar granting approval for registration of this Agreement, the Agreement shall be binding on the parties as defined herein for a period of two years from the date of signing of the Agreement by the parties.

This Agreement shall replace the Crown Employees (Rangers and Associated Professional Officers) Award, in respect of the classifications of Ranger and Project/Research Officer and the Public Service General Division Staff Salaries Agreement No. 2368 of 1982 in respect of the classification of Aboriginal Sites Officer.

(3) CONDITIONS FIXED BY OTHER AWARDS AND AGREEMENTS

3.1 The following Awards, insofar as they fix conditions of employment applying to officers covered by this Agreement which are not fixed by this Agreement, shall continue to apply:

Crown Employees (Transferred Officers' Compensation) Award - Clauses 1 to 18;
Crown Employees (Travelling Compensation) Award - Clauses 1 to 11;
Crown Employees (Overtime) Award - Clauses 1 to 9;
and
Crown Employees (Holidays) Award - Clauses 1 to 3.

- 3.2 The following Agreements made pursuant to Section 64 of the Public Sector Management Act 1988, insofar as they fix conditions applying to officers covered by this Agreement which are not fixed by this Agreement, shall continue to apply:

Crown Employees (Transferred Officers Excess Rent) Agreement No. 2354 of 1981 - Clauses 1 to 5;
Flexible Working Hours Agreement No. 2275 of 1980 - Clauses 1 to 22.

- 3.3 Except as expressly modified by this Agreement, and except where conditions are determined by the Awards and Agreements referred to in 3.1 and 3.2 above, the conditions of employees shall be determined by the provisions of the Public Sector Management Act 1988, the Public Sector Management (General) Regulation 1988 and the New South Wales Public Service Personnel Handbook.

(4) DECLARATION

The parties to this Agreement declare that this Agreement:

- (i) is not contrary to the public interest;
- (ii) is not unfair, harsh or unconscionable;
- (iii) was not entered into under duress;
- (iv) is in the interests of the parties

(5) DEFINITIONS

"Aboriginal Sites Officer" is an officer designated as such who is Aboriginal, this being an occupational requirement as per Part 1 xA of the Anti-Discrimination Act.

"Assistant District Manager" means an officer designated as such, who has obtained a degree from a recognised University requiring a minimum of three (3) years full time study, in an appropriate discipline relevant to the field operations of National Parks and Wildlife Service, or such other qualifications deemed equivalent by the Department Head.

"Association" means the Public Service Association of New South Wales.

"Commission" means the Industrial Relations Commission of New South Wales.

"Department Head" means the Director of the National Parks and Wildlife Service

"District Manager" means an officer designated as such, who has obtained a degree from a recognised University requiring a minimum of three (3) years full time study, in an appropriate discipline relevant to the field operations of National Parks and Wildlife Service, or such other qualifications deemed equivalent by the Department Head.

"Industrial Authority" means the Public Employment Industrial Relations Authority constituted under 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 after the first pay period commencing after the signing of this Agreement, were occupying one of the positions covered by this Agreement, or who, after that date, are appointed to one of such positions, but does not include any person who resigned, or whose services were terminated prior to the date of signing of this Agreement.

"Project Officer" means an officer designated as such, who has obtained a degree in Science or a related discipline from a recognised University requiring a minimum of three (3) years full time study, or such other qualifications deemed equivalent by the Department Head.

"Public Holiday" means any day deemed as such for the purposes of the Crown Employees (Holidays) Award.

"Ranger" means an officer designated as such, who has obtained a degree from a recognised University requiring a minimum of three (3) years full time study, in an appropriate discipline relevant to the field operations of the National Parks and Wildlife Service, or such other qualifications deemed equivalent by the Department Head.

"Research Officer" means an officer designated as such, who has obtained a degree in Science or a related discipline from a recognised University requiring a minimum of three (3) years full time study, or such other qualifications deemed equivalent by the Department Head.

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

"Trainee Ranger" is an officer designated as such, who is undertaking a course of study whilst a trainee to obtain a three (3) year (full time equivalent) degree from a recognised University, in an appropriate discipline relevant to the field operations of the National Parks and

"Winter Season" means the period commencing 1 June each year and extending until 30 September each year.

(6) SALARIES

Officers shall be paid the following salaries.

	<u>\$ Per Annum</u>
<u>Trainee Ranger</u>	
1st Year of Service	23,236
2nd Year of Service	23,653
3rd Year of Service	24,365
4th Year of Service	24,801

<u>Ranger Grade 1</u>	
1st skill level	25,422
2nd skill level	26,422
3rd skill level	27,896
4th skill level	29,898
5th skill level	32,952
6th skill level	34,884

* The Ranger Grade 1 is not an incremental scale but is subject to the acquisition of relevant skills and competencies.

<u>Ranger Grade 2</u>	
1st Year of Service	35,579
2nd Year of Service	36,634
3rd Year of Service	37,748
4th Year of Service	39,267

<u>Senior Ranger</u>	
1st Year of Service and Thereafter	42,202

<u>Assistant District Manager</u>	
Grade 1	43,459
Grade 2	46,506
Grade 3	50,265
Grade 4	52,397

<u>District Manager</u>	<u>\$ Per Annum</u>
Grade 1	44,682
Grade 2	47,892
Grade 3	52,397
Grade 4	55,680
Grade 5	58,132

<u>Project/Research Officer, Grade 1</u>	<u>\$ Per Annum</u>
1st Year of Service	27,636
2nd Year of Service	28,418
3rd Year of Service	31,117
4th Year of Service	33,548
5th Year of Service	35,963
<u>Project/Research Officer, Grade 2</u>	
1st Year of Service	37,016
2nd Year of Service	38,126
3rd Year of Service	39,267
<u>Project/Research Officer, Grade 3</u>	
1st Year of Service	40,902
2nd Year of Service	42,202
3rd Year of Service	43,459
4th Year of Service	44,682
<u>Project/Research Officer, Grade 4</u>	
1st Year of Service	46,506
2nd Year of Service	47,892
<u>Project/Research Officer, Grade 5</u>	
1st Year of Service	50,265
2nd Year of Service	52,397
<u>Project/Research Officer, Grade 6</u>	
1st Year of Service	55,680
2nd Year of Service	56,265
<u>Aboriginal Sites Officer, Grade 1</u>	
1st Year of Service	25,422
2nd Year of Service	26,168
3rd Year of Service	26,900
4th Year of Service	27,636
<u>Aboriginal Sites Officer, Grade 2</u>	
1st Year of Service	28,418
2nd Year of Service	29,277
3rd Year of Service	30,191
4th Year of Service	31,117
<u>Senior Aboriginal Sites Officer</u>	<u>\$ Per Annum</u>
1st Year of Service	33,548
2nd Year of Service	34,607

(7) APPOINTMENT, PROGRESSION AND PROMOTION

Trainee Ranger

This is a temporary position for a maximum period of four years, during which time, a Trainee Ranger is required to complete the equivalent of a three year degree from a recognised University, in an appropriate discipline relevant to the field operations of the Service.

Provided that progression from year to year shall be subject to:

- a) the successful completion of the previous year of study, and
- b) 12 months satisfactory service on the previous salary rate.

Provided further that progression from Trainee Ranger to Ranger Grade 1 shall be subject to the officer having successfully completed a degree from a recognised University, in an appropriate discipline relevant to the field operations of the Service.

Ranger, Grade 1

An officer or temporary employee possessing a minimum of a three (3) year degree in an appropriate discipline from a recognised University relevant to the field operations of the Service shall commence at the Grade 1 Ranger, 1st skill level.

An officer or temporary employee possessing a minimum of a four (4) year degree from a recognised University (including an Honours year or a teaching diploma in addition to a 3 year degree) in an appropriate discipline relevant to the field operations of the Service shall commence at the Grade 1 Ranger, 2nd skill level.

An officer or temporary employee possessing a Masters Degree or a Doctorate from a recognised University in an appropriate discipline relevant to the field operations of the Service shall commence at the Grade 1 Ranger, 3rd skill level.

Ranger, Grade 2

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

- a) completion of 12 months satisfactory service at the Ranger Grade 1 level, and
- b) the officer having demonstrated competency in specific skills as shown in Schedule 1 of this Agreement.
- c) the Department Head being satisfied that the officers performance of his/her duties and the nature and quality of the work performed by him/her warrants progression.

Promotion to designated Ranger, Grade 2 positions shall be subject to competitive selection and merit for advertised vacancies.

Officers appointed to positions of Ranger Grade 1 or Grade 2 at the time of implementation of this Agreement, who possess an Associate Diploma in an appropriate discipline relevant to the field operations of the Service shall be deemed to possess an appropriate Degree qualification for the purposes of promotion to positions of Senior Ranger, Assistant District Manager and District Manager.

Promotion to positions of Senior Ranger, Assistant District Manager and District Manager shall be subject to competitive selection and merit for advertised vacancies.

Project/Research Officer, Grade 1

An officer or temporary employee possessing a minimum of a three (3) year degree in Science or related discipline from a recognised University shall commence at the Grade 1 Project/Research Officer, 1st year of service rate.

An officer or temporary employee possessing a minimum of a four (4) year degree in Science or related discipline from a recognised University (including an Honours year or a teaching diploma in addition to a 3 year degree) shall commence at the Grade 1 Project/Research Officer, 2nd year of service rate.

An officer or temporary employee possessing a Masters Degree or a Doctorate from a recognised University shall commence at the Grade 1 Project/Research Officer, 3rd year of service rate.

Project/Research Officer, Grade 2

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

- a) completion of 12 months satisfactory service on the maximum salary of the previous grade, and
- b) the officer having demonstrated a capacity to undertake research involving a degree of originality and independence or to perform work of an equivalent importance or value; OR
- c) in the case of an officer not employed on research, the officer having demonstrated ability and initiative in the performance of his/her duties and the nature and quality of the work performed by him so warranting.

Project/Research Officer, Grade 3

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

- a) completion of 12 months satisfactory service on the maximum salary of the previous grade; and
- b) the Industrial Authority being satisfied that he/she is responsible to the Head of the Branch for all of the work carried out in his/her individual field and has made original contributions of a recognised high scientific level in his/her professional field of work and that he/she is recognised as an authority therein; OR
- c) in the case of an officer engaged primarily in applied or adaptive research, the Industrial Authority being satisfied that he/she is responsible to the Director for all applied or adaptive research in his/her particular field or work and is recognised as an authority therein; OR
- d) in the case of an officer engaged primarily in advisory work, the Industrial Authority being satisfied that the quality of the work of the officer justifies such progression.

Project/Research Officer, Grade 4

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

- a) the officer having completed 12 months satisfactory service on the maximum salary of the previous grade.
- b) the officer's qualifications, ability, reputation, standing and work in the officer's professional field, or the extent to which the officer is required to supervise and give professional direction of a significant nature to officers of an equivalent salary/grade are, or is such, that he/she would not continue to be fairly remunerated at the level of the salary prescribed by the Agreement or equivalent classification. Any decision as to the officers to whom such salary shall be payable shall be that of the Industrial Authority.

Project/Research Officer, Grades 5 and 6

Appointment to positions at this level shall be subject to competitive selection and merit for advertised vacancies.

Aboriginal Sites Officer

Appointment to positions of Aboriginal Sites Officer Grades 1 and 2 and Senior Aboriginal Sites Officer shall be subject to competitive selection and merit for advertised vacancies.

(8) TRAINING COMPETENCY

- (i) The Service may direct an officer to carry out such duties as are within the limits of the officer's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote deskilling.
- (ii) The Service may direct an officer to carry out such duties and use such tools and equipment as may be required provided that the officer has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by the Service pursuant to subclauses (i) and (ii) shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (iv) 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 classifications covered by this Agreement. Such competencies shall be developed having regard to National Training Competency Standards.
- (v) 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 Skill Level within the Ranger, Grade 1 classification. Such competencies shall be completed by 30 April 1992 and shall be developed having regard to National Training Competency Standards.

(9) ALLOWANCES

- a) Officers shall be entitled to a maximum Boot Allowance of \$60 per pair to be payable on production of a receipt and on condemnation of the previous pair of boots, endorsed by the Superintendent or Regional Manager.
- b) Officers shall be entitled to an allowance of \$8.41 per day, or part thereof, on which an officer is engaged in diving operations.

- c) Officers required to wear uniforms shall be entitled to a laundry/dry cleaning allowance of \$2.16 per week.
- d) Officers working at Kosciusko National Park during the Winter Season shall be entitled to a special loading of \$2.60 per day or part thereof, provided a minimum of one half day is worked in that Park.

(10) LOADING IN LIEU OF PENALTY RATES FOR WEEKENDS AND PUBLIC HOLIDAYS

The following loadings shall be paid to the classifications listed hereunder in lieu of penalty rates for work on weekends and public holidays specified in Agreement No. 2225 of 1977 covering Annual Leave and Compensation for Saturdays, Sundays and Public Holidays.

Ranger	16.0%
Senior Ranger	8.5%
Assistant District Manager	5.5%
District Manager	4.5%

Provided that -

- (i) No minimum or maximum limits shall be set on the number of weekends and public holidays to be worked.
- (ii) No additional payment shall be made for ordinary rostered time worked on a Saturday.
- (iii) No additional payment shall be made for ordinary rostered time worked on a Sunday.
- (iv) No additional payment or compensation shall be made when rostered off on a public holiday.
- (v) No additional payment shall be made when rostered on on a public holiday.
- (vi) No additional payment shall be made based on the number or ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of payment twelve months from 1st December one year to 30th November the next year.

The parties agree to monitor the implementation and use of the loading in lieu of penalty rates for a period of up to twelve months. Any anomalies arising as a result of implementation of the loading may be raised by either party through the Joint Consultative Committee.

(11) ANNUAL LEAVE

Ranger classifications shall receive Annual Leave at the rate of 6 weeks per annum.

All other classifications covered by this Agreement shall receive Annual Leave in accordance with the provisions of the Public Sector Management (General) Regulation 1988.

(12) STAND-BY AT HOME

Officers required to be on stand-by in connection with fire-fighting and/or search and rescue on a rostered day off duty shall be entitled, at the option of the Service, after consultation with the officer, to payment or time off in lieu, with the quantum of entitlement being one third of ordinary rates.

(13) TRANSITIONAL ARRANGEMENTS

The salaries set out in Clause 6 are subject to the following transitional arrangements:

- i) Existing officers appointed to positions covered by this Agreement shall be deemed to have the skills, competency and qualifications required of the positions to which they are appointed.

<u>FROM</u>	<u>TO</u>
<u>Ranger</u>	<u>Ranger, Grade 1</u>
Year 1	1st skill level
Year 2	2nd skill level
Year 3	3rd skill level
Year 4	4th skill level
Year 5	5th skill level
Year 6	6th skill level
<u>Senior Ranger</u>	<u>Senior Ranger</u>
<u>Grade 1 & 2</u>	
<u>Chief Ranger</u>	<u>Assistant District Manager</u>
Grade 1	Grade 1
Grade 2	Grade 2
<u>Superintendent</u>	<u>District Manager</u>
Grade 1	Grade 1
Grade 2	Grade 1
Grade 3	Grade 1
<u>Project/Research Officer</u>	
<u>Grade 1</u>	
1st Year	1st Year
2nd Year	2nd Year
3rd Year	3rd Year
4th Year	4th Year
5th Year	5th Year

Grade 2

1st Year	1st Year
2nd Year	2nd Year
3rd year	3rd Year
4th Year	3rd Year

Grade 3

1st Year	1st Year
2nd Year	2nd Year
3rd Year	3rd Year

Special Grade

1st Year	1st Year
2nd Year	2nd Year

Grade 4

1st Year
2nd Year

Aboriginal Sites
Officer

Aboriginal Sites
Officer, Grade 1

Senior Aboriginal
Sites Officer

Senior Aboriginal
Sites Officer

(14) CONSULTATIVE ARRANGEMENTS

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

Such consultation shall include the impact of any decision of the Industrial Relations Commission of NSW in a State Wage Case on the salaries and conditions of employment prescribed by this agreement.

(15) DISPUTE SETTLEMENT PROCEDURE

- i) When any claim or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim. The supervisor will advise the employee(s) concerned of the time by which an answer will be provided.

- ii) If the claim 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 the Association delegate(s) who shall then take the matter up with the appropriate District or Regional Manager.
- iii) If the claim or dispute has not been settled by the immediate supervisor or District or Regional Manager or if any party so requests, the matter will be discussed as soon as practicable between a representative of the Association and appropriate senior management representatives, which may include staff of the Human Resources Branch
- iv) If the claim or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.
- v) Nothing contained in these procedures will preclude the Service and the Association from entering into direct negotiations on any matter.
- vi) Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- vii) The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

(16) TERM

This Agreement shall operate from the date of registration and shall remain in force for the period specified in Clause 2 Incidence and Application of this Agreement, unless varied or terminated earlier in accordance with the provisions of the Industrial Relations Act 1991.

Signed for and on behalf of
THE PUBLIC EMPLOYMENT INDUSTRIAL
RELATIONS AUTHORITY

Signature
Printed Name and ... COLIN GELLATLY
Occupation ... DIRECTOR-GENERAL
Witness
Date

Signed for and on behalf of
THE PUBLIC SERVICE ASSOCIATION
OF NEW SOUTH WALES

Signature ... J.P. Good
Printed Name and ... J.P. GOOD
Occupation ... PRESIDENT
Witness ... [Signature]
Date ... 7.9.92

SCHEDULE 1

In order to achieve the appropriate level of competency for progression to Ranger Grade 2, officers shall be required to satisfactorily complete a range of internal and/or external courses designed to suit the particular duties and responsibilities of the position and to meet the required level of competency for the position.

Such courses may include, but are not limited to:

- Basic Financial Management Programme
- Chainsaw Course
- Bushfire Modules 1-9
- Crew Leaders Course
- Selection and Interview Techniques
- Historic Resources
- Law Enforcement Course - Basic
 - Advanced
- Ranger Induction Programme

Internal courses may be subject to change from time to time.

Such competencies may include, but are not limited to:

- Demonstrated knowledge of legislation eg. NPW Act, EP & A Act
- Demonstrated Supervisory Ability
- Ability to operate 4WD
- Demonstrated Negotiation and Conflict Resolution Ability
- Demonstrated Report Writing and Communication Skills.

Competencies will continue to be developed in accordance with National Training Competency Standards.