

ENTERPRISE AGREEMENT

NO: E.A. 360 /1994

DATE REGISTERED: 21-9-94

PRICE: \$ 14-00

ENTERPRISE AGREEMENT
LAW ENFORCEMENT OFFICERS - NATIONAL PARKS
AND WILDLIFE SERVICE

ENTERPRISE AGREEMENT made the day of in the year 1994 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 **Works Committee representing officers employed under the terms of this enterprise agreement** herein after referred to as the works committee.

(1) PARTIES TO THE AGREEMENT

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

This Agreement shall be binding upon the National Parks and Wildlife Service and all officers as defined herein.

(2) INCIDENCE AND APPLICATION

This Agreement is to regulate salaries and conditions of employment of employees classified as Investigator (Law Enforcement, Senior Investigator and Head Law Enforcement 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 Investigator (Law Enforcement), Senior Investigator and Head Law Enforcement.

(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;

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.
- 3.4 Officers shall be entitled to 15 days sick leave per annum in accordance with sections 60-65 of the *Public Sector Management (General) Regulation 1988*.

(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

"Chief Law Enforcement Officer" means an officer appointed as such.

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

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

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

"Law Enforcement Officer" means an officer appointed as such.

"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 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.

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

(6) SALARIES

Officers shall be paid the following all incidence of employment salaries :

Chief Law Enforcement Officer	\$44,682.00 pa
Law Enforcement Officer	\$42,202.00 pa



Handwritten signatures and initials, including the letters 'C A' at the bottom.

(7) APPOINTMENT, PROGRESSION AND PROMOTION

Chief Law Enforcement Officer

Appointment to this level shall be subject to

- (a) competitive selection for advertised vacancies and
- (b) the officer having demonstrated the appropriate level of skill and competency.

Law Enforcement Officer

Appointment to this level shall be subject to

- (a) competitive selection for advertised vacancies and
- (b) the officer having demonstrated the appropriate level of skill and competency.

(8) HOURS OF WORK

- (i) The hours of duty shall be worked between Monday and Sunday.
- (ii) Officers are required to complete 140 hours during a settlement period of 4 weeks.
- (iii) Bandwidth is the period during the day when all staff may record time worked. The bandwidth shall be 24 hours.
- (iv) There shall be no fixed coretime.
- (v) Officers may carry over a credit/debit of 10 hours. A debit in excess of 10 hours at the end of a settlement period shall be debited against the officer's accrued recreation leave or, should the officer have no such leave available, shall be taken as leave without pay.
- (vi) Officers shall be entitled to take a luncheon break of one hour, but may reduce or extend that period to a minimum of 30 minutes or to a maximum of 2 1/2 hours.
- (vii) The parties agree that an appropriate level of service is maintained between the hours of 8.30 a.m. and 4.30 p.m.
- (viii) Officers shall not be required to be on duty for more than 5 consecutive hours from the time of commencement without a break of the nature of that referred to in (vi) above.
- (ix) Staff required in connection with cetacean strandings and extended surveillance duties shall be entitled to payment or time of in lieu, for hours in excess of 7 hours of work 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 :-

$$\frac{\text{Annual Salary}}{1} \quad \times \quad \frac{7}{365.25} \quad \times \quad \text{Overtime Rates}$$

(9) 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 Law Enforcement Officer classification. Such competencies shall be developed having regard to National Training Competency Standards.

(10) ALLOWANCES

Not applicable

(11) LOADING IN LIEU OF ANNUAL LEAVE LOADING, PENALTY RATES FOR WEEKENDS AND PUBLIC HOLIDAYS AND BOOT ALLOWANCE

The following loadings calculated on base salary shall be paid to the classifications listed hereunder in lieu of penalty rates for work on weekends and public holidays and Annual Leave Loading calculated on 5 weeks annual leave and boot allowance.

Law Enforcement Officer	9.7%
Chief Law Enforcement Officer	6.7%

Provided that -

- (i) No minimum or maximum limits shall be set on the number of weekends and public holidays to be worked.

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 a public holiday.
- (vi) No additional payment shall be made based on the number of 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.

(12) ANNUAL LEAVE

Law Enforcement classifications shall receive Annual Leave at the rate of 6 weeks per annum. Annual Leave Loading is not payable.

(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.

FROM

TO

Senior Ranger
(Investigator - Law
Enforcement)

Law Enforcement Officer

Superintendent, Grade 2
(Head Law Enforcement)

Chief Law Enforcement 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 consultaion 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 employee(s) who shall then take the matter up with the appropriate Branch or Divisional Manager.
- (iii) If the claim or dispute has not been settled by the immediate supervisor or Branch or Divisional Manager or if any party so requests, the matter will be discussed as soon as practicable between the Deputy Director, Policy and Wildlife 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) It is a conditions of this Agreement that whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- (vi) 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 by the provisions provided by the *Industrial Relations Act 1991*.

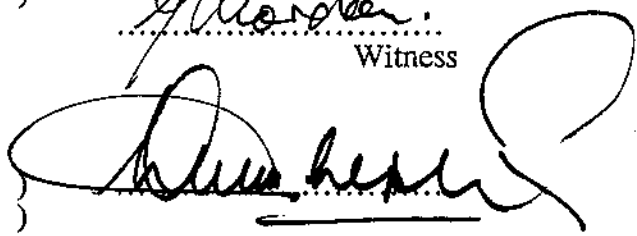
This Agreement was made at Sydney on 7 day of July 1994.

Signed for and on behalf of
**the PUBLIC EMPLOYMENT INDUSTRIAL
RELATIONS AUTHORITY and the NATIONAL PARKS
AND WILDLIFE SERVICE** by:

Ms J Diplock, Acting Director-General of the
Department of Industrial Relations,
Employment, Training and Further Education
and

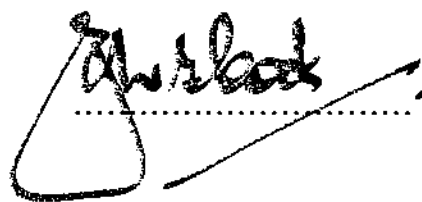

.....
J. Diplock
.....
Witness

Dr N Shepherd, Director-General,
National Parks and Wildlife Service

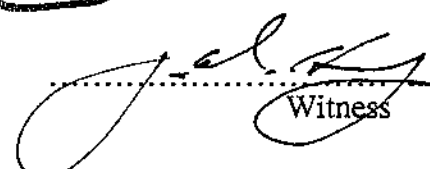

.....
N. Shepherd
.....
Witness

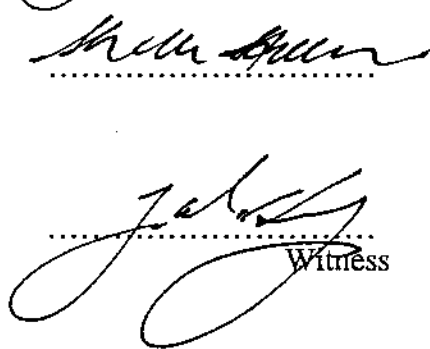
Signed for and on behalf of
**THE WORKS COMMITTEE REPRESENTING OFFICERS EMPLOYED
UNDER THE TERMS OF THIS AGREEMENT.**

Mr J Cook, Chairperson,
Law Enforcement Officers Work Committee


.....
J. Cook
.....
Witness

Mr K Hillier, Law
Enforcement Officers Works Committee


.....
K. Hillier
.....
Witness


.....
K. Hillier
.....
Witness