

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA07/5

TITLE: Department of Environment and Conservation NSW Flight Officers' Enterprise Agreement 2006

I.R.C. NO: IRC7/22

DATE APPROVED/COMMENCEMENT: 24 January 2007 / 1 July 2004

TERM: 48

NEW AGREEMENT OR
VARIATION: Replaces EA99/258.

GAZETTAL REFERENCE: 9 March 2007

DATE TERMINATED:

NUMBER OF PAGES: 36

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of the Flight Operations Unit, employed by the Department of Environment and Conservation, located at 4-6 Bligh St. Sydney 2000, who fall within the coverage of the Crown Employees (Public Sector - Salaries 2004) Award, Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, and the Crown Employees (Transferred Employees Compensation) Award

PARTIES: Department of Environment & Conservation -&- Richard John Byrne, David James Clifford, Barry William D'Hoedt, George Mortimer Foster, Matthew Hollingdale, David Hutchins, Steven Pulbrook, Gavin Wild

**Department of
Environment and Conservation (NSW)**

**FLIGHT OFFICERS
ENTERPRISE AGREEMENT**

2006

Department of **Environment and Conservation** NSW



Arrangement

Clause

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2. 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 Director-General of the Department of Environment and Conservation NSW, and the Director of Public Employment, who is the employer of public service staff under Section 129 of the *Public Sector Employment and Management Act 2002*;

and

- the employees of the Flight Operations Unit:

George Mortimer Foster
Matthew John Hollingdale,
Steven Mark Pulbrook,
Richard John Byrne,
Gavin Wild
David Thomas Hutchins
David James Clifford
Barry William D'Hoedt

3. TITLE OF AGREEMENT

This Agreement will be known as the *Department of Environment and Conservation (NSW) Flight Officers' Enterprise Agreement 2006*.

4. MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding at Part was signed by the parties to this award on 10 August 2006 and should, where appropriate be read in conjunction with this Agreement.

5. INTENTION

The purpose of this Agreement is to partially regulate the salaries and conditions of employment for Flight Officers in the Department of Environment and Conservation NSW.

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

6. INCIDENCE

- (i) This Agreement will replace the following industrial instruments (as varied) in so far as they apply to employees:
 - Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award
 - Part 5 of the Public Sector Employment and Management (General) Regulation 1996

- Part 6 of the Public Sector Employment and Management (General) Regulation 1996
 - National Parks and Wildlife Service Flight Officers Enterprise Agreement 1999
- (ii) The following industrial instruments, in so far as they fix rates of pay or conditions of employment for flight officers covered by this Agreement, shall no longer apply to employees for the term of the agreement:
- Determination 845 of 1985, Ranger (Light - Fixed Wing) National Parks and Wildlife Service
 - Determination 846 of 1985, Senior Ranger (Flight and Ranger (Flight - Helicopter) National Parks and Wildlife Service
- (iii) 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 2006
 - Crown Employees (Transferred Employees Compensation) Award, 2002
 - Agreement No. 2354 of 1981, Transferred Officers Excess Rent Assistance
 - Part 3 of the Public Sector Employment and Management (General) Regulation 1996
 - Part 5 of the Public Sector Employment and Management (General) Regulation 1996
 - Part 6 of the Public Sector Employment and Management (General) Regulation 1996
- (iv) 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.

7. PERIOD OF OPERATION

- (i) This Agreement remains in force until the nominal expiry date of 30 June 2008, or until varied or rescinded
- (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.

8. DEFINITIONS

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

"Crew" means a group of up to five officers assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an officer 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 officer 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.

"DEC" means the Department of Environment and Conservation NSW

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

"Director-General" means the Director-General of the Department of Environment and Conservation NSW or an officer acting under the delegation of the Director-General.

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

"Division Commander" means an officer 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 officer rostered for duty or operating after hours, as directed by the Director-General, to serve as coordinator of the Director-General'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 permanently or temporarily employed by the Department of Environment and Conservation NSW, under the provision of the *Public Sector Employment and Management Act 2002*.

"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 his normal place of abode at the conclusion of each shift.

"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 Director-General. (N.B. Does not include hazard reductions)

"Incident Controller" means an officer 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 DEC 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 officer responsible for providing facilities, services, and materials in support of the incident.

"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.

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

"Planning Officer" means an officer 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 officer 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 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).

"Standby" means when an officer has been directed by the Director-General, 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 Chapter 2, Part 2.4 Temporary Employees, of the *Public Sector Employment and Management Act 2002* and any guidelines issued thereof or as amended from time to time.

9. RATES

9.1 Salaries

- (i) No employee's substantive salary will drop on entering into this Agreement.
- (ii) The salary rates paid to staff covered by this Agreement and increases to salaries, are specified in Annexure 1 of this Agreement and provide for:
 - (a) 4% increase in salaries from first full pay period following 1 July 2004
 - (b) 4% increase in salaries from first full pay period following 1 July 2005
 - (c) 4% increase in salaries from first full pay period following 1 July 2006
 - (d) 4% increase in salaries from first full pay period following 1 July 2007

- (iii) The increases referred to above, insofar as they apply from the first full pay period on or after 1 July 2004, shall only be paid to employees employed at the time of the ratification of the Agreement and who have been continuously employed from the period when any increase as listed above becomes effective.
- (iv) The salary rates are all inclusive of the following allowances:
 - Diving
 - Kosciusko
 - Dry Cleaning
 - Flying
- (v) Salaries are inclusive of leave loading.

9.2 No Extra Claims

- (i) This Agreement provides for rates of pay increases as set out in clause 8A of this Agreement.
- (ii) These increases are in settlement of all claims including extinguishment of all work value claims to 1 July 2004 and will not give rise to any new claims by the individual respondents to the Agreement during the life of this Agreement.

10 ALLOWANCES

10.1 Boot Allowance

- (i) A boot allowance is payable to any employee who works in the field where suitable boots are not provided by the DEC. The allowance is to be a maximum of \$100 per pair of boots, on condemnation of the previous pair, endorsed by the District, Regional or Divisional Manager.

10.2 Field Allowance

- (i) This allowance replaces camping allowance contained in Clause 12 of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and Chapter 7 Section 2 of the Personnel Handbook.
- (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 the DEC, \$50 per day or \$2.08 per hour
 - (b) where meals are not provided by the DEC, \$80 per day or \$3.33 per hour
- (iv) The DEC will provide the necessary equipment, as per the Personnel Handbook.
- (v) In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

10.3 Remote Area Allowance

- (i) The remote areas allowance seeks to compensate staff for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance of partners and family.
- (ii) Remote area means the area of the State of N.S.W. situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order: namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.
- (iii) The allowances specified in subclause (v) of this clause, will be paid to those employees who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause (v) of this clause.
- (iv) The allowance replaces the Commonwealth allowance paid to employees on Lord Howe Island.
- (v) The rates of the allowances will be:

GRADE	WITH DEPENDANTS	WITHOUT DEPENDANTS
A	\$3,000	\$2,100
B	\$4,000	\$2,800
C	\$5,000	\$3,500

Grade "A" All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.

For the purpose of this Agreement the following locations will be included in Grades "B" and "C".

Grade "B" Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka

Grade "C" Fort Grey, Mootwingee, Mount Wood, Nocolche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

- (vi) Should staff be located in other remote locations not specified in this Agreement, the grading for payment will be determined between the employee and the Director General of DEC.

11. TRANSITIONAL ARRANGEMENTS

- (i) There will be no loss of substantive salary on signing of this agreement.

12. PROGRESSION

- (i) Progression within levels shall be by way of competencies as set out in Annexure 2.

- (ii) Progression to a higher position shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels, grades or classes.

13. APPOINTMENT

- (i) Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the Public Sector Employment and Management Act, 2002.
- (ii) Appointment to a higher starting salary point within the level than the base level will be determined by the Director-General 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.

14. HIGHER DUTIES

- (i) Employees who relieve in a higher position for a period of at least 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 position and the employee's salary. The proportions shall depend on the range and level of duties performed in the position.
- (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 higher duties allowance shall be mutually agreed prior to the relieving period.

15. PROJECT TEAMS

- (i) The Director-General 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:
 - the rate for the job as determined by job evaluation; or
 - 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 jobs may be either full-time or part-time.

16. WORKING HOURS AND ARRANGEMENTS

16.1 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 Department Head may require a staff member to perform duty beyond the hours determined hereunder, but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (2) any risk to staff member health and safety;
 - (3) 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;
 - (4) the notice (if any) given by the Department Head regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours; or
 - (5) any other relevant matter.

16.2 Hours

- (i) 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
- (ii) Flight officers may be rostered to be on duty for a maximum of 11 hours per shift.
- (iii) The pattern of hours will be agreed between the employees and management of the area with regard to the needs of the DEC, employees and provision of services to our customers.
- (iv) A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts.
- (v) For roster purposes, the work week shall be Friday to Thursday (inclusive).
- (vi) Hours of work for positions and/or classifications will be determined under Part C of this clause.
- (vii) 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 relevant staff members concerned.
- (viii) The implementation of this clause will be monitored closely by the parties.

16.3 Ordinary hours

- (i) The work hours for Flight Officers 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 52 week period. The total work hours, ordinary hours plus overtime hours, are as required to perform the work subject to sub-clause (iii) of this clause.
- (iii) The Civil Aviation Safety 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 employees of the Flight Operations may be extended in accordance with the Order.

- (iv) 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 flight officers.

17. 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 officers is Flextime, where start/finish times are flexible within the bandwidth.

18. FLEX LEAVE

- (i) An employee is able to accrue up to 14 hours credit balance in a settlement period.
- (ii) When a credit balance will exceed 14 hours in a settlement period, management approval must be given to accrue additional hours up to the maximum permissible of 35 hours.
- (iii) The accrual of between 14-35 hours will enable an employee to take up to 35 hours (or 5 days) as flex leave in a settlement period.
- (iv) Employees are able to take at least two (2) days off per settlement period, as long as they have accumulated enough hours to do so and have management approval.

Employees may carry forward to the next settlement period, a maximum credit balance of 35 hours or a debit balance of 10 hours with management approval.

- (vi) A 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.
- (vii) Flex leave can be taken at either the beginning or end of a period of leave.

- (viii) Credit hours in excess of 35 at the end of a settlement period shall be forfeited.
- (ix) Flexleave can be taken as either ½ days or full days.
- (x) On termination, no compensation shall be paid for credit hours at the last day of service. The debit balance of hours, as at the date of termination, shall be deducted from any payments due.

19. VARIATION OF HOURS

- (i) Where the DEC 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 requirement does not apply in emergencies).
- (ii) Where the hours and/or days are varied by mutual agreement between the DEC and the employees and are within the bandwidth, no penalty is paid.
- (iii) Where the DEC 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 DEC 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 an 8 hour shift, shall apply (This does not apply in emergencies).
- (v) Where the employee requests a variation to hours and/or days and this is agreed by the DEC, no loading shall be paid.

20. MEAL BREAKS

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

21. REST BREAKS

- (i) Rest breaks for flight officers are to be taken in accordance with Civil Aviation Order 48.1.

22. 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 flight officers shall be as follows:

Classification	Rates per day/per hour
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Level 1: General Aircraft Work	<ul style="list-style-type: none"> • \$250.00 per day • \$23.00 per hour after 11 hours duty time • \$125.00 less than 4 hours (1/2 day rate applies)
Level 2: Bushfire Rate Requires: <ul style="list-style-type: none"> • Winch endorsement and experience; • Water Bucket experience; • Bushfire experience 	<ul style="list-style-type: none"> • \$300.00 per day • \$27.00 per hour after 11 hours duty time • \$150.00 less than 4 hours (1/2 day rate applies)
Level 3: Level to be paid when formal training of a crewperson is undertaken.	\$350.00 per day <ul style="list-style-type: none"> • \$30.00 per hour after 11 hours duty time • \$175.00 less than 4 hours (1/2 day rate applies)
Casual Helicopter - Single Engine	<ul style="list-style-type: none"> • \$350.00 per day • \$30.00 per hour after 11 hours duty time • \$175.00 less than 4 hours (1/2 day rate applies)
Bushfire Rate Requires: <ul style="list-style-type: none"> • Winch endorsement and experience; • Water Bucket experience; • Bushfire experience 	<ul style="list-style-type: none"> • \$450.00 per day • \$40.00 per hour after 11 hours duty time • \$225.00 less than 4 hours (1/2 day rate applies)
Casual Helicopter – Twin Engine	<ul style="list-style-type: none"> • \$400.00 per day • \$35.00 per hour after 11 hours duty time • \$200 less than 4 hours (1/2 day rate applies)
Bushfire Rate Requires: <ul style="list-style-type: none"> • Winch endorsement and experience; • Water Bucket experience; • Bushfire experience 	<ul style="list-style-type: none"> • \$500 per day • \$45 per hour after 11 hours duty time • \$250 less than 4 hours (1/2 day rate applies)
Casual Fixed Wing, Single Engine – All Work IFR pilot	\$300.00 per day \$27.00 per hour after 11 hours duty time \$150.00 less than 4 hours (1/2 rate applies)
Bushfire Rate:	Normal Rates Apply

(iii) The rate paid to casuals is in lieu of all leave entitlements including annual leave.

- (iv) Except as described under cl. Casual Employment (iv), (v) and (vi) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 Award casual employees are not entitled to any other paid or unpaid leave.

23. TEMPORARY AND CASUAL EMPLOYEES

- (i) Temporary and casual employees under this Agreement shall be entitled to uniforms (if the position requires such use), Staff Cards (for temporary employees employed for over twelve months) and training and staff development opportunities..
- (ii) In accordance with the Superannuation Guarantee legislation, all employees of the DEC 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 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.

24. PUBLIC HOLIDAYS

- (i) Flight Officers 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.

25. PUBLIC SERVICE HOLIDAY

- (i) Flight officers shall be entitled to the Public Service Holiday in accordance with the provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed 2006 Award* 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 the DEC.

26. PART-TIME WORKING ARRANGEMENTS

- (i) Part-time working arrangements may include::
 - (a) Permanent 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) staff 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 staff 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 the DEC.

- (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 staff 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 .

27. JOB SHARING

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

28. OVERTIME

- (i) Overtime is only to be worked with the approval of management. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (1) The staff member's prior commitments outside the workplace, particularly the staff member'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 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 8 hours, then at the rate of double time and one half provided such additional time does not accrue towards a 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 month 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 p.a. shall only receive overtime payments calculated on the basis of the rate Grade 8 Year 2 plus \$1 p.a.
- (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.

29. STANDBY ASSOCIATED WITH INCIDENTS

- (i) Employees may be required to be on standby outside normal rostered working hours.
- (ii) Employees on standby will be paid 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 pager and mobile phone, subject to availability.
- (iv) The minimum time an employee will be on stand-by 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 DEC vehicle (with radio), mobile phone and pager.
- (vii) Employees directed to wear a pager, and 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.

30. ANNUAL LEAVE

- (i) Flight Officers will receive 6 weeks annual leave per year.
- (ii) Annual leave loading is included in base salary.,.
- (iii) Flight officers 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 or Flexleave, subject to DEC convenience.
- (v) Employees receiving 6 weeks annual leave may accrue a maximum of 50 days leave.
- (vi) Any leave in excess of the maximum accrual allowable by 1 December of each year shall be forfeited.
- (vii) Employees may apply to accrue leave in excess of the relevant maximum in accordance with the provisions of the *Public Sector Employment and Management Act, 2002* 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 5 working days annual leave per year.

31. CONCESSIONAL LEAVE

- (i) Flight officers shall be entitled to the concessional leave granted from time to time by the Premier.

32. TRAVELLING COMPENSATION LEAVE

- (i) Travelling time accrued within the timeframe under the provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* shall be taken within six months of such time accruing.
- (ii) All other travelling compensation conditions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* shall continue to apply.

33. SICK LEAVE

- (i) Sick leave entitlements provided for in this agreement will be 15 per year in accordance with Clause 14 of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* as varied and the Division 9 of the *Public Sector Management (General) Regulation, 1996*.
- (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 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 Director-General.

34. CONTACT WITH EMPLOYEES ON PARENTAL AND MATERNITY LEAVE

- (i) All parties agree to implement the DEC's Parental/Maternity Leave Contact Policy 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) being mailed topical information such as NAPAWI, training calendars;
 - (b) being advised of any major changes which impact upon their job;
 - (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 the DEC while they are on leave.

35. FAMILY AND COMMUNITY SERVICE LEAVE

- (i) Employees covered by this Agreement will be entitled to Family and Community Service Leave which replaces the entitlement to such leave as detailed in the Personnel Handbook.
- (ii) Family and Community Service leave is paid leave which may be granted by the Director-General to an employee, subject to DEC convenience.
- (iii) Family and Community Service leave may be granted in the following circumstances:
 - (a) to care for family members;
 - (b) to arrange or attend the funeral of a close family member;
 - (c) where weather conditions threaten life or property or where an employee is prevented from reporting for duty by conditions such as fire, flood or snow.
- (iv) The maximum amount of Family and Community Service leave on full pay which may be granted is:
 - (a) during the first 12 months of service - 3 working days; or
 - (b) after the completion of 12 months service - 6 working days in any period of 2 years; or
 - (c) an amount calculated by allowing 1 working day for each completed year of service after the completion of 2 years continuous service and then deducting from the total the amount of short or Family and Community Service leave previously granted to the employee;

whichever is the greater amount.

- (v) The Director-General may approve the granting of Family and Community Service leave above the entitlement for special circumstances (e.g., additional leave for Aboriginal staff to attend funerals of close family members).

35.1 Sick Leave to Care for Sick Dependants

An employee may use sick leave to care for sick dependants as per Clause 14 (x) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied and Chapter 6 Section 15 of the Personnel Handbook .

35.2 Unpaid Leave for Family Purposes

- (i) An employee may elect, with the consent of their manager, to take unpaid leave for the purposes of providing care and support to a class of person set out in subclause (iii) (a) above who is ill.

35.2 Make Up Time

- (i) 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.

36. LEAVE WITHOUT PAY

- (i) Employees covered by this Agreement are entitled to Leave Without Pay in accordance with the DEC's Leave Without Pay Policy.
- (ii) All approvals for Leave Without Pay are at the convenience and discretion of the DEC. The Director-General in dealing with any applications shall have regard to the needs of the DEC, 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.
- (iii) Leave Without Pay (either on a full-time or part-time basis) will be considered on the following grounds:
 - (a) study purposes
 - (b) pressing necessities such as child care and compassionate needs
 - (c) travel in conjunction with other paid leave
 - (d) career breaks
 - (e) other situations on a case-by-case basis provided the employee intends to resume duty on the expiration of leave.
- (iv) The maximum amount of Leave Without Pay which will be granted before an employee will be requested to relinquish their rights to a position will be the equivalent of 12 months full time. An employee may be asked to relinquish their position for a period of less than 12 months Leave Without Pay; e.g., where it is difficult to attract employees to a temporary position.
- (v) Officers seeking Leave Without Pay greater than the equivalent of 12 months full-time will be made supernumerary upon resumption of duty; i.e., an officer who does not occupy a permanent position but has not yet been declared excess.
- (vi) In approving Leave Without Pay, the parties to this Agreement agree that the DEC may consider backfilling of positions as follows:
 - (a) applications for Leave Without Pay greater than 12 months (full time equivalent): the position may be permanently filled.

- (b) applications for Leave Without Pay between 3 months and 12 months: (full time equivalent): the position may be filled by way of temporary appointment, except where the incumbent has relinquished their rights to the position.
 - (c) applications for Leave Without Pay less than 3 months (full time equivalent): the position may be filled by way of Higher Duties or temporary assistance.
 - (d) the position left vacant.
- (vii) Leave Without Pay will not be available for temporary employees except under exceptional circumstances.
 - (viii) Once approval has been granted for Leave Without Pay any extension will not be granted unless exceptional or unforeseen circumstances can be demonstrated.
 - (ix) Prior approval must be sought by an employee who wishes to resume duty at an earlier date.
 - (x) Applications for Leave Without Pay are to be submitted on a leave form which is to be accompanied by a written application stating the reason(s) Leave Without Pay is being sought. For part-time leave without pay, a timetable is also to be included, stating the days, times and amount in hours the officer proposes to work each week.
 - (xi) The Manager, Flight is to make a recommendation as to whether Leave Without Pay should/should not be granted. The proposed timetable is also to be endorsed. The recommendation must also specify the method of filling the position.
 - (xii) The minimum amount of notice which must be given for Leave Without Pay applications is two (2) months. The only exception will be where an employee requires Leave Without Pay as specified in (iii)(b)
 - (xiii) Delegation to approve applications will be as set out in the Human Resources Delegation Manual.
 - (xiv) Applications for Leave Without Pay must specify whether approval to seek private employment is being sought for the period of Leave Without Pay.
 - (xv) Leave Without Pay may affect superannuation entitlements and employees should contact the State Superannuation Board to obtain further details.

37. INCIDENT CONDITIONS

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

37.1 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 Flight Officers will be in accordance with the provisions of 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 on incident duties a break of twenty-four hours with payment at single time rates, shall be provided before continuing with incident duties. The requirement for a break of 24 hours is extended to five (5) shifts for employees carrying out support functions (i.e., Catering Teams, Administration Assistance).
- (viii) It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.
- (ix) 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, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.
- (x) 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.

THE EMPLOYEE'S CHOICE MUST BE MARKED CLEARLY ON TIME SHEETS OR clause x(b) ABOVE WILL BE USED AS THE DEFAULT.

- (xi) 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.

37.2 Incident Responsibility Rates

- (i) The overtime barrier rate does not apply to incident situations.

37.3 Payment Associated With Incidents

- (i) This replaces the provisions of Clause 28, 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.
 - (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.

37.4 Family

- (i) The DEC will compensate employees for additional dependant 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) The DEC will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.

37.5 Provision of meals and accommodation whilst working on Incident

- (i) The DEC 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 seven hour shift.
- (iii) If no meal is supplied, a payment of \$15.00 per meal is made.
- (iv) Wherever possible employees will be allowed to return home or the DEC 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 9, Allowances, of this Agreement.

38. 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; or
 - (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; and
 - (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.

39. OVERTIME AT HOME

- (i) Employees may work overtime from home where the nature of work allows for it.
- (ii) The payment of a meal allowance for working overtime from home will not be paid.

40. DEPENDENT CARE

40.1 General

- (i) The DEC 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 officer 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 the DEC 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.

40.2 Sick Dependents

- (i) Where dependants of the employee are sick and require care, DEC will provide:
 - (a) Family and Community Service Leave or Family Leave to attend to any medical needs a dependant may have; or

- (b) Where circumstances allow, an employee may negotiate with their supervisor to work at home.
- (ii) In circumstances where an employee with a sick dependant is required to attend to work that can not be completed from home (e.g. an urgent meeting outside normal working hours) DEC will assist in paying for additional costs associated with in home care for the dependant, subject to the provision of receipts.

41. 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 a 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.

42. TRAINING AND DEVELOPMENT

- (i) The parties to this Agreement confirm a commitment to skill development for employees of the DEC.
- (ii) The training and development of employees covered by this Agreement will be linked to the Performance Management and Development System or such system as may apply within DEC generally. Staff Development Plans will be established through the system and be relevant to the employee's current position and their future career path.
- (iii) Training 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; higher duties opportunities; job rotation and exchange programs.
- (iv) In addition to this, through the Management Development Strategy, the DEC will provide management development activities for managers, to ensure they possess the knowledge, skills and attitudes necessary to achieve the corporate goals.
- (v) The DEC's commitment to training 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.
- (vi) A minimum of 2% of the salary budget for flight officers for each financial year will be allocated to the training and development of employees covered by this Agreement.
- (vii) The expenditure of the training and development allocation will continue to be reviewed by the Staff Development Consultative Committee and Regional Staff Development Committees.

43. STUDY ASSISTANCE

- (i) The DEC will support employees gaining additional skills through formal study.
- (ii) Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook.

- (iii) The following costs associated with courses will be reimbursed by the DEC in accordance with the following guidelines:
- Higher Education Contribution Scheme Fee; or
 - 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 the DEC's operations or needs and is approved as such by the Director General; or
 - (b) 50% refunded where the course/subject is relevant to Public Service DEC needs generally, but not directly to the DEC needs.
- (v) Refunds will be paid for a maximum of seven annual occasions.
- (vi) To be eligible to receive a refund, an employee must:
- (a) have been employed in the DEC 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.

44. COMPETENCIES

- (i) 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.

45. POLICIES

45.1 DEC Performance Management System

- (i) All employees covered by this Agreement will have their work performance and skills development reviewed under the Staff Performance Management and Development System (PMDS) or replacement system as may apply in DEC generally.

45.2 Job Evaluation

- (i) The Parties to this Agreement agree to continue to implement the DEC's Job Evaluation Strategy.

46. 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) The DEC is committed to establishing a consultative process regarding the use, including supervision, of contractors by the DEC. 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.

47. INFORMATION TECHNOLOGY

- (i) The parties to the Agreement are committed to the improvement of information systems through the introduction of the DEC's Information Technology Strategic and Tactical Plans. The DEC agrees that users will be consulted prior to the introduction of any system and that an agreed level of training support will be provided.

48. REDUNDANCY ENTITLEMENTS

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

49. WORKPLACE ACCOMMODATION

- (i) The DEC will ensure that all staff are provided with a work environment that meets, at least, the minimum acceptable standards. All workshops will meet the requirements of the *Factories, Shops and Industries Act*.
- (ii) The DEC agrees to provide employees covered by this Agreement with reasonable conditions and space in accordance with the guidelines issued by the Department of Public Works and DEC from time to time for office work spaces.
- (iii) Smoking is prohibited at all indoor DEC workplaces and in DEC vehicles.

50. DEC HOUSING

- (i) The parties agree to consult on future issues related to DEC-owned housing including the preparation of briefs for valuers.
- (ii) All employees occupying a DEC house will be required to sign and abide by a tenancy agreement.

51. CONSULTATION AND MONITORING

- (i) 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 improvement in productivity, efficiency and increased job satisfaction.
- (ii) A Consultative Committee representing both parties to this Agreement will meet on a six (6) 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 initiatives put forward by Officers or Management.

(iv) Supervisors Responsibilities

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

(v) Productivity Improvements

DEC-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 employees responsibility to make time available to attend monthly workplace meetings unless they are on leave or working away from their normal workplace.

52. GRIEVANCE AND DISPUTE PROCEDURES

(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) 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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

(iii) When a grievance arises in the workplace, the employee(s) must attempt to resolve the grievance with the person concerned in the first instance.

(iv) 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.

(v) 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.

(vi) 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.

- (vii) 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).
- (viii) Nothing contained in these procedures will preclude the parties from entering into direct negotiations on any matter.
- (ix) 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 Director, Human Resources Branch.
- (x) Each stage is to be handled expeditiously.
- (xi) Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- (xii) The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

53. ANTI-DISCRIMINATION

- (i) It is the intention of the parties bound by this Agreement to achieve the objective in Section 3(f) 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;
 - (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."

54. DEDUCTION OF UNION MEMBERSHIP FEES

- (i) An employee may request and have DEC 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 DEC at least one month in advance of the variation taking effect.
- (ii) DEC will deduct the specified union membership fees on a fortnightly basis from the pay of any officer, provided that the officer has given written authorisation for DEC to make such deductions.
- (iii) Monies so deducted from the officer'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 officer 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 officer to make a fresh authorisation in order for such deductions to continue.

55. 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 BETWEEN THE PARTIES IS MADE AT SYDNEY

ON THE _____ DAY of _____ 2006

(signed for and on behalf of the)

Director of Public Employment

Please print Name of signatory here:

Signature

Please print Name of witness here:

Signature WITNESS

(signed for and on behalf of the)

Department of Environment and Conservation (NSW)

Please print Name of signatory here:

Signature

Please print Name of witness here:

Signature WITNESS

(signed by)

Individual Officers of the DEC Flight Unit

1. George Mortimer Foster:

Signature

Signature

Signature

Please print Name of witness here:

WITNESS

2. Matthew John Hollingdale:

Please print Name of witness here:

WITNESS

3. Steven Mark Pulbrook:

Please print Name of witness here:

WITNESS

4. Richard John Byrne:

Please print Name of witness here:

WITNESS

5. David Thomas Hutchins:

Please print Name of witness here:

WITNESS

6. Gavin Wild:

Please print Name of witness here:

7. David James Clifford:

Please print Name of witness here:

Signature

Signature

WITNESS

8. Barry William D'Hoedt:

Please print Name of witness here:

Signature

Signature

WITNESS

ANNEXURE 1

RATES

CLASSIFICATION/ GRADE/YEAR	Current ANNUAL SALARY \$ ROUNDED	First pay period following			
		4% 1 July 2004 ANNUAL SALARY \$ ROUNDED	4% 1 July 2005 ANNUAL SALARY \$ ROUNDED	4% 1 July 2006 ANNUAL SALARY \$ ROUNDED	4% 1 July 2007 ANNUAL SALARY \$ ROUNDED
Manager Flight Operations	\$90,456	\$94,074	\$97,837	\$101,751	\$105,821

CLASSIFICATION/ GRADE/YEAR	First pay period following				
	Current	4% 1 July 2004	4% 1 July 2005	4% 1 July 2006	4% 1 July 2007
	ANNUAL SALARY \$ ROUNDED				
Helicopter Pilot					
Level 1					
A - Base all incidence of employment salary	\$70,919	\$73,756	\$76,706	\$79,774	\$82,965
B - Base all incidence of employment including long-line sling experience and/or agricultural helicopter experience and/or dual-rated.	\$72,366	\$75,261	\$78,271	\$81,402	\$84,658
C - As for 'B' including multi-engine helicopter rated.	\$78,877	\$82,032	\$85,313	\$88,726	\$92,275
D - As for 'B' including Check and Training Allowance, Helicopter.	\$76,707	\$79,775	\$82,966	\$86,285	\$89,736
E - As for 'C' including Check and Training Allowance-Helicopter and Check and Training Approval-Helicopter Agricultural Operations and Endorsement Approval-Multi-engine Helicopter.	\$83,221	\$86,550	\$90,012	\$93,612	\$97,357
Level 2					
A - Base all incidence of employment salary.	\$73,088	\$76,012	\$79,053	\$82,215	\$85,503
B - Base all incidence of employment including long-line sling experience and/or agricultural helicopter	\$74,535	\$77,516	\$80,617	\$83,842	\$87,195
C -As for 'B' including multi-engine helicopter rated.	\$81,051	\$84,293	\$87,665	\$91,171	\$94,818
D - As for 'B' including Check and Training Allowance, Helicopter.	\$78,877	\$82,032	\$85,313	\$88,726	\$92,275
E - As for 'C' including Check and Training Allowance-Helicopter and Check and Training Approval-Helicopter Agricultural Operations /or Endorsement ApprovalMulti-engine Helicopter.	\$85,392	\$88,808	\$92,360	\$96,054	\$99,897
Level 3					
A - Base all incidence of employment salary.	\$75,260	\$78,270	\$81,401	\$84,657	\$88,044
B - Base all incidence of employment including long-line sling experience and/or agricultural helicopter experience and/or dual-rated.	\$76,707	\$79,775	\$82,966	\$86,285	\$89,736

CLASSIFICATION/ GRADE/YEAR	First pay period following				
	Current	4% 1 July 2004	4% 1 July 2005	4% 1 July 2006	4% 1 July 2007
	ANNUAL SALARY \$ ROUNDED				
C - As for 'B' including multi-engine helicopter rated.	\$83,221	\$86,550	\$90,012	\$93,612	\$97,357
D - As for 'B' including Check and Training Allowance, Helicopter.	\$81,051	\$84,293	\$87,665	\$91,171	\$94,818
E - As for 'C' including Check and Training Allowance-Helicopter and Check and Training Approval-Helicopter Agricultural Operations /or Endorsement Approval-Multi-engine Helicopter.	\$87,563	\$91,066	\$94,708	\$98,496	\$102,436
Level 4					
A - Base all incidence of employment salary.	\$77,431	\$80,528	\$83,749	\$87,099	\$90,583
B - Base all incidence of employment including long-line sling experience and/or agricultural helicopter experience and/or dual-rated.	\$78,877	\$82,032	\$85,313	\$88,726	\$92,275
C - As for 'B' including multi-engine helicopter rated.	\$85,392	\$88,808	\$92,360	\$96,054	\$99,897
D - As for 'B' including Check and Training Allowance, Helicopter.	\$83,221	\$86,550	\$90,012	\$93,612	\$97,357
E - As for 'C' including Check and Training Allowance-Helicopter and Check and Training Approval-Helicopter Agricultural Operations /or Endorsement Approval-Multi-engine Helicopter.	\$89,733	\$93,322	\$97,055	\$100,937	\$104,975
FIXED WING					
Level 1					
A - Base all incidence of employment salary	\$68,023	\$70,744	\$73,574	\$76,517	\$79,577
B - Base all incidence of employment including Night Visual Flight Rules	\$74,535	\$77,516	\$80,617	\$83,842	\$87,195
C - As for Column B as well as Check and Training Allowance, Fixed Wing Aircraft	\$78,877	\$82,032	\$85,313	\$88,726	\$92,275
D - As for Column B as well as Check and Training Allowance, Helicopter	\$78,877	\$82,032	\$85,313	\$88,726	\$92,275
Level 2					
A - Base all incidence of employment salary	\$70,195	\$73,003	\$75,923	\$78,960	\$82,118
B - Base all incidence of employment salary and Turbo Allowance, Fixed Wing Aircraft	\$76,707	\$79,775	\$82,966	\$86,285	\$89,736

CLASSIFICATION/ GRADE/YEAR	First pay period following				
	Current	4% 1 July 2004	4% 1 July 2005	4% 1 July 2006	4% 1 July 2007
	ANNUAL SALARY \$ ROUNDED				
C - As for Column B as well as Check and Training Allowance, Fixed Wing Aircraft	\$81,051	\$84,293	\$87,665	\$91,171	\$94,818.21
D - As for Column B as well as Check and Training Allowance, Helicopter	\$81,051	\$84,293	\$87,665	\$91,171	\$94,818
Level 3					
A - Base all incidence of employment salary	\$72,366	\$75,261	\$78,271	\$81,402	\$84,658
B - Base all incidence of employment salary and Turbo Allowance, Fixed Wing Aircraft	\$78,877	\$82,032	\$85,313	\$88,726	\$92,275
C - As for Column B as well as Check and Training Allowance, Fixed Wing Aircraft	\$83,221	\$86,550	\$90,012	\$93,612	\$97,357
D - As for Column B as well as Check and Training Allowance, Helicopter	\$83,221	\$86,550	\$90,012	\$93,612	\$97,357
Level 4					
A - Base all incidence of employment salary	\$74,535	\$77,516	\$80,617	\$83,842	\$87,195
B - Base all incidence of employment salary and Turbo Allowance, Fixed Wing Aircraft	\$81,051	\$84,293	\$87,665	\$91,171	\$94,818
C - As for Column B as well as Check and Training Allowance, Fixed Wing Aircraft	\$85,392	\$88,808	\$92,360	\$96,054	\$99,897
D - As for Column B as well as Check and Training Allowance, Helicopter	\$85,392	\$88,808	\$92,360	\$96,054	\$99,897
CREW					
Level 1. Base All Incidence of Employment Salary.	\$49,209	\$51,177	\$53,224	\$55,353	\$57,568
Level 2. Base All Incidence of Employment Salary.	\$51,379	\$53,434	\$55,572	\$57,794	\$60,106
Level 3. Base All Incidence of Employment Salary.	\$53,550	\$55,692	\$57,920	\$60,236	\$62,646
Level 4. Base All Incidence of employment Salary.	\$55,720	\$57,949	\$60,267	\$62,677	\$65,185

ANNEXURE 2

COMPETENCY LEVELS FOR FLIGHT SECTION

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 DEC boundaries and procedures.
- Ability to perform all tasks relating to Flight Operations

LEVEL 3

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

LEVEL 4

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

HELICOPTER PILOT

LEVEL 1

- CPL NVFR Rating
- Sling endorsement, low flying, mustering or agriculture rating
- Minimum 2000 hours and 1 years G/A experience

LEVEL 2

- CPL Rating as for Level 1 plus winch endorsement and bushfire experience minimum 2500 hours
- Minimum 1 years experience in DEC operations
- Low Level experience
- Remote area unsupervised operations
- General knowledge of DEC boundaries and procedures
- Ability to perform all tasks relating to Flight operations

LEVEL 3

- CPL Rating as for Level 2
- Extensive bushfire and water bucket experience
- Minimum 3000 hours
- Working knowledge of DEC boundaries and procedures (relating to Flight)

- Minimum 2 years DEC experience
- Ability to perform all tasks relating to Flight Operations

LEVEL 4

- CPL Ratings as for Level 3
- Minimum 3500 hours plus minimum of 3 years DEC experience
- Capacity to train others
- Good working knowledge of DEC boundaries and procedures (relating to Flight)
- Ability to perform all flying tasks required
- Proven experience in Flight operations management and task allocation

CREW

LEVEL 1

- Extensive experience in helicopter operations
- Exposure to winch operations
- Sling-load/loadmaster experience and or incendiary dispenser experience
- Radio communication skills

LEVEL 2

- As for Level 1, plus winchman approval
- Minimum 500 hours helicopter crewing experience
- Minimum 100 winches in log book
- Bushfire operations experience including aerial incendiary
- Ability to train staff in helicopter safety and operations

LEVEL 3

- As for Level 2 plus minimum of 1,000 hours helicopter crewing experience
- Minimum 200 winches in log book
- Unsupervised remote area operations experience
- Qualified to instruct and assess staff in all areas of helicopter safety and operations
- Operations management experience

LEVEL 4

- As for Level 3 plus CASA approval to train crewpersons to CAO 29.11 standard.
- Proven ability to train Level 1 Crew person to Level 2 status or higher