



FAIR WORK  
COMMISSION

# ORDER

*Fair Work Act 2009*

s.768AX - Application to vary copied State instruments

s.768BG - Application for consolidation order in relation to non-transferring employees

## **Forestry Corporation of NSW**

(AG2013/5703)

Timber and paper products industry

COMMISSIONER CARGILL

SYDNEY, 8 APRIL 2013

*s.768AX application to vary copied State instrument and s.768BG application for consolidation order in relation to non-transferring employees.*

**A.** Further to my decision issued in Transcript on 28 March 2013 the following order is made pursuant to sections 768AX and 768BG of the *Fair Work Act 2009* (the *Act*):

1. In accordance with section 768AX of the *Fair Work Act 2009*, the *Forests NSW Enterprise Agreement 2012* (EA12/16, NSWIRC, 20 December 2012) (the Agreement), which will be a copied State instrument within the meaning of section 768AH of the *Act* is varied. The details of the variations are set out in Attachment A and the consolidated instrument is at Attachment B. The variations will apply in respect of all employees who are or will be covered by the Agreement.
2. In accordance with section 768BG of the *Act* (which deals with consolidation orders), the Agreement as varied is a copied State instrument and applies to all non-transferring employees of the Forestry Corporation of NSW who are employed in one of the classifications set out in Schedule 1 of the Agreement, with effect as applicable:
  - 2.1 from the date of the order, in respect of non-transferring employees who are already employed by the Applicant as at the date of this order; or

2.2 from the date of employment, in respect of non-transferring employees who are employed by the Applicant after the date of this order.

B. This order shall come into force from 8 April 2013.

COMMISSIONER

## Attachment A

The copied State instrument is varied as follows (changes are underlined):

1. By deleting clause 24.2 and inserting the following:

**“24.2 Taking paid personal/carer's leave**

You must give your manager or supervisor notice of taking any paid personal/carer's leave as soon as practicable, and advise your manager or supervisor of the reason for your absence and the period, or expected period of paid personal/carer's leave to be taken.

Paid personal/carer's leave can be taken:

- (a) because you are not fit for work because of a personal illness or personal injury; or
- (b) to provide care or support to a member of your Immediate Family or household who requires care or support because of a personal illness or injury, or an unexpected emergency.

Payment for paid personal/carer's leave will be made at your base rate of pay for your ordinary hours during the period of leave taken. Despite clause 22 of this Agreement, personal/carer's leave can be taken in a minimum of 30 minute units.

If you have been absent on a long period of sick leave Forests NSW may require you to participate in a return to work program. “

2. By deleting clause 51.2 and inserting the following:

**“51.2 Overtime**

Overtime is additional work outside your ordinary hours of work (taking into account your work pattern) or outside the bandwidth if you work under a flexible hours arrangement under clause 53 (except that if you are directed by Forests NSW to start work before 7.30am, you will be paid overtime rates in accordance with this clause), required to meet Forests NSW's operational requirements, and authorised by Forests NSW before the overtime is performed. You may be directed to work overtime in order to meet those operational requirements. Overtime is calculated on a daily or shift basis.

This clause is subject to clause 11.

Your overtime pay is calculated on your base pay, at:

- 150% of your base hourly rate for the first 2 hours of overtime; and
- 200% of your base hourly rate for any additional hours of overtime.

If you are directed to work overtime on a weekend or public holiday, and your usual roster or work pattern does not include weekends, your overtime pay is calculated on your base pay at:

- Saturdays – 150% of your base hourly rate for the first 2 hours of overtime and 200% for any hours after that;
- Sundays– 200% of your base hourly rate for every hour worked; and
- Public holidays – 250% of your base hourly rate.

If you are directed to work overtime on a Saturday, Sunday or public holiday you will be paid for no less than 4 hours of work.

You are entitled to a paid meal break of 30 minutes if you work more than 3 hours of overtime. If you work overtime, you will have at least 10 consecutive hours off duty between the end of your overtime hours and the start of your ordinary hours on your next work day. If you are required to resume or continue working without having a break of 10 consecutive hours, you will be eligible for pay at a rate of 200% of your base hourly rate until you receive such a break. If you purchase a meal during a period of overtime, you will be paid an overtime meal allowance at rate set out in Schedule 4.

With Forests NSW's agreement, you can choose to take time off instead of receiving payment for overtime. This leave will be granted at the same rate that would have applied to the payment of your overtime and can be taken as whole days or half days only, within 4 weeks of you working the overtime. Any balance not taken in lieu by the end of the 4-week period will be paid to you.

If you receive paid overtime, you are not eligible for compensation for excess travel time under clause 50.4 in relation to the same time.

3. By deleting clause 65 and inserting the following:

**“65 What will I be paid if I am doing Fire Fighting?”**

When you are performing Fire Fighting duties, you will be paid in accordance with the rate for your classification level set out in Schedule 1, plus a loading set out in the table below:

<b>Time of duty</b>	<b>Loading</b>
Monday to Friday within your normal working hours (or within the bandwidth if you work under a flexible hours arrangement under clause 53)	25%
Monday to Friday outside your normal working hours (or outside the bandwidth if you work under a flexible hours arrangement under clause 53)	75%

<b>Time of duty</b>	<b>Loading</b>
Saturdays	First 2 hours 50% Additional hours 100%
Sundays	100%
Public holidays	150%

If you are employed in classification Level 7 or Level 8, the loading will be calculated on the base salary component only of your Total Fixed Remuneration.

If you are a part-time employee, you will receive pro rata remuneration.

If you work under a flexible hours arrangement under clause 53, your accrual of flexible hours credit is suspended during any day or part day in which you are Fire Fighting. For any such day or part day, your recorded hours for the purposes of your flexible hours arrangement will be 7 hours if you are employed on a 35-hour week, or 7.6 hours if you are employed on a 38-hour week.

If you are a casual employee, you will be paid in accordance with your casual base rate (see clause 14.1), plus a loading set out in the table below:

<b>Time of duty</b>	<b>Loading</b>
Monday to Friday between 6.00am and 6.00pm	25%, on top of 25% casual loading
Monday to Friday outside of 6.00am to 6.00pm	75%, on top of 25% casual loading
Saturdays	First 2 hours 50%, on top of 25% casual loading Additional hours 100%, on top of 25% casual loading
Sundays	100%, on top of 25% casual loading
Public holidays	150%, on top of 25% casual loading

The start of Fire Fighting hours will be the time at which a Fire Incident is declared to have started. For the avoidance of doubt, the Chief Executive Officer or his/her delegate can declare the start of a Fire Incident retrospectively.

In applying the loadings set out in this clause, no employee will revert to a lower loading during a current shift while undertaking Fire Fighting.

With Forests NSW's agreement, you can choose to take time off instead of receiving payment for the Fire Fighting loadings under this clause. This leave will be granted at the same rate that would have applied to the payment of your Fire Fighting loading and can be taken as whole days or half days only, within 4 weeks of the time worked

Fire Fighting. Any balance not taken in lieu by the end of the 4-week period will be paid to you.

**Attachment B**



Forests NSW Enterprise Agreement 2012

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## Forests NSW Enterprise Agreement 2012

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### Part 1 – Introduction

#### 1. What is the name of this Agreement?

This agreement is called the *Forests NSW Enterprise Agreement 2012 (Agreement)*.

#### 2. Where can I find defined terms?

There are a number of capitalised terms used in this Agreement. These terms are defined in Schedule 2.

#### 3. What are the objectives of this Agreement?

This Agreement is intended to support our vision to be the best and safest commercial forest manager in Australasia, and to reflect our objectives:

- to promote and achieve better safety outcomes;
- to develop a workplace culture which rewards employees who perform at a high standard and who demonstrate and promote Forests NSW's values;
- to promote flexibility and work-life balance;
- to demonstrate that we value diversity of background, location and experience, especially in rural and regional areas;
- to care for our environment and promote sustainability of native and planted forests;
- to show leadership in the provision of emergency response; and
- to operate efficiently and profitably to maximise the return on investment by the state of New South Wales.

#### 4. Who is covered by this Agreement?

The parties covered by this Agreement are:

- (a) The Forestry Commission of New South Wales trading as Forests NSW, a public trading enterprise within the Department of Trade and Investment, Regional Infrastructure and Services (**Forests NSW**);
- (b) all employees of Forests NSW employed in one of the classifications set out in Schedule 1 (**you** or collectively **Employees**); and
- (c) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, the Australian Workers' Union, New South Wales, and Automotive, Food, Metals, Engineering, Printing and

Kindred Industries Union, New South Wales Branch (known as the Australian Manufacturing Workers Union).

The parties understand that Forests NSW may become a state owned corporation within the term of this Agreement. The parties intend that this Agreement will cover the newly corporatised entity to be called the Forestry Corporation of New South Wales (**Forestry Corporation**) and the parties agree that the Forestry Corporation will become a party to this Agreement upon the transfer of employees of Forests NSW to employment with the Forestry Corporation. The parties agree to co-operate to secure the approval of this Agreement by Fair Work Australia immediately following corporatisation.

A number of transitional arrangements are set out in Schedule 3.

## **5. When does this Agreement apply?**

This Agreement starts on the day it is approved by the Commission.

The nominal term of this Agreement is from the date it is approved until 30 June 2015. After the nominal term ends, this Agreement will operate until it is replaced or terminated.

There will be no extra claims during the Agreement's term.

## **6. What is the status of this Agreement?**

This Agreement operates to replace any other award, agreement or instrument which would otherwise apply to you, including:

- the Crown Employees (NSW Department of Primary Industries – Forests NSW) Forestry Field Officers Award
- Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) – Forests NSW Fieldwork and Other Staff Reviewed Award 2012
- the Crown Employees (NSW Department of Primary Industries – Forests NSW) Senior Staff Award
- the Crown Employees (Public Service Conditions of Employment) Award 2009
- the Crown Employees (Senior Officers Salaries) Award 2007
- the Crown Employees (General Staff – Salaries) Award 2007.

## **7. How can I obtain a copy of this Agreement?**

You may ask for and be provided with a printed copy of this Agreement or access a copy on Forests NSW's intranet.

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## Part 2 – Terms which apply to all employees

### 8. Who does this Part 2 apply to?

Part 2 of this Agreement applies to all employees covered by this Agreement.

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## Part 2.1 – Your employment

### 9. What types of employment are there?

Forests NSW may employ you as a permanent employee (full-time or part-time), an employee for a fixed or maximum term (for example, for a defined period of time or specific task), or a casual employee.

Your offer of employment by Forests NSW may be subject to a probationary period of up to 6 months.

### 10. What is my rate of pay?

You will receive annual remuneration in accordance with the rate for your classification level, set out in Schedule 1 of this Agreement. If you are a part time employee, you will be paid proportionate to the number of ordinary hours you work each week. If you are a casual employee, you will receive remuneration in accordance with clause 0.

If you are employed in a role within Levels 1 to 3, your role will be identified by Forests NSW as either a field-based role or an office-based role (to reflect the predominant nature of the duties you perform).

### 11. What are my hours of work?

#### 11.1 Hours of work

Your hours of work will depend on the operational needs of our business as well as your role and the duties you perform. Whilst you are expected to work in accordance with the regular work patterns at each Forests NSW site, Forests NSW understands that flexible working hours are important in achieving work-life balance.

You may work in accordance with rosters including non-continuous and continuous rosters.

You will work 38 hours a week, averaged over a period of 4 weeks (or a longer period permitted by law). You will work a pattern of hours between 6.00am and 6.00pm, Monday to Friday (or on any 5 days from Monday to Sunday by agreement), in accordance with clause 0.

Your start and finish times will be determined by Forests NSW based on operational needs, and taking into account your personal circumstances (for example, your caring responsibilities). Any ordinary hours on a Saturday or Sunday will be by mutual agreement.

If, as at the date this Agreement starts to operate, you are employed by Forests NSW on a 35-hour week in Levels 1 to 6, you will continue to work a 35-hour week in accordance with this Agreement. If you start employment with Forests NSW or the Forestry Corporation after this Agreement starts to operate (in any classification), you will work 38 hours a week in accordance with this Agreement.

If you are promoted to a higher classification Level after this Agreement starts to operate and, as a result of the promotion, your hours change from 35 to 38 hours a week, your salary will be adjusted to reflect the additional 3 hours (as well as the increase to your salary as a result of the promotion to a higher Level).

## 11.2 Work patterns

If you are employed in a field-based role within classification Levels 1 to 3, set out in Schedule 1 to this Agreement, your work patterns will be arranged in accordance with one or more of the following methods:

- working fewer than eight ordinary hours on each day;
- working fewer than eight ordinary hours on one or more day each week;
- working up to 10 hours on one or more days each week;
- by rostering an RDO if you are eligible under clause 0 (at a time approved by Forests NSW); or
- by any other method agreed between you and Forests NSW.

## 11.3 Meal and rest breaks

You are encouraged to take regular breaks, at times which take into account business requirements. This is important for rest and also to reduce the risks associated with, for example, physical work or sedentary activity.

You can take either a 20 minute morning tea break, or one 10 minute tea break and one 10 minute afternoon tea break (the combination to be determined by Forests NSW). These breaks are paid. The taking of the morning tea break will not necessarily involve a complete stoppage of operations.

You must also take an unpaid lunch break of at least 30 minutes, no more than 5 hours after starting work. Your manager or supervisor may agree with your request to take a longer unpaid lunch break. If you are employed in a field-based role within classification Levels 1 to 3 and you are required by Forests NSW to defer your meal break, you will be paid overtime rates in accordance with clause 0 until you are allowed to take your break.

You will arrange the timing of all breaks with your manager or supervisor.

If you are a breastfeeding mother, you can arrange for additional paid lactation breaks on a flexible basis (with a maximum of two 30-minute breaks for full-time employees and one 30-minute break for part-time employees working 4 hours or less in a day).



If you do not have access to drinking water at your work location, Forests NSW will provide you with drinking water and a thermos flask.

#### 11.4 Reasonable additional hours

You will also be required to work reasonable additional hours in order to perform the duties of your role. You can refuse to work additional hours if those hours are unreasonable. You may be eligible for paid overtime or flexible hours credit in accordance with this Agreement.

In determining whether additional hours are reasonable or unreasonable, the following factors will be taken into account:

- any risk to your health and safety from working the additional hours;
- your personal circumstances, including family responsibilities;
- the needs of Forests NSW and the part of its business in which you are employed;
- whether you are entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- any notice given by Forests NSW of any request or requirement to work the additional hours;
- any notice given by you of your intention to refuse to work the additional hours;
- the usual patterns of work in the industry, or the part of an industry, in which Forests NSW works;
- the nature of your role, and your level of responsibility;
- whether the additional hours are in accordance with the averaging of hours in clause 0, and
- any other relevant matter.

#### 12. Where will I be located?

Depending on the nature of your role and duties, you may be required to work in different Forests NSW locations from time to time by agreement. You may also be required to travel within New South Wales, or to other states and territories as part of your role. This Agreement sets out how you can be reimbursed for travel expenses. Unless this Agreement expressly provides for additional travel allowances, you will not receive additional allowances or remuneration as a result of being required to travel or perform work in a different location.

Forests NSW will offer a relocation package to employees whose roles are relocated to another work location by Forests NSW and where it requires the employee to relocate their principal place of residence from one town or part of the state to another (**compulsory relocation**). Details of your entitlements in circumstances of a compulsory relocation are set out in Schedule 5.

#### 13. What are my public holiday entitlements?

Subject to other provisions of this Agreement, you are entitled to be absent from work on a day or part-day that is declared a public holiday in the place where you work.

The following are generally public holidays:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Good Friday; Easter Saturday; Easter Sunday and Easter Monday;
- 25 April (Anzac Day);
- Queen's Birthday;
- Labour Day; and
- 25 December (Christmas Day) and 26 December (Boxing Day).

If a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.

Forests NSW also provides an additional day's leave (which is also known as a Union Picnic Day) which can be taken as an additional paid leave day in conjunction with the Easter public holidays. This leave day does not accrue if untaken.

Forests NSW may require you to work on a public holiday.

You may refuse to work on a public holiday if the request is not reasonable or you have reasonable grounds to refuse the request.

In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, Forests NSW will take the following into account:

- Forest NSW's operational requirements;
- the nature of your role and your responsibilities;
- your personal circumstances, including your family responsibilities; and
- any other matters that a law specifies are relevant.

You may be entitled to receive an additional payment if you work on a public holiday in accordance with clause 0, or Parts 3, 4 and 5 of this Agreement.

## **14. What arrangements apply for casual employees?**

### **14.1 Your remuneration**

If you are a casual employee, you will be engaged and paid on an hourly basis. Your hourly rate of pay is calculated based on the rate of pay for your classification level, set out in Schedule 1 (**casual base rate**). If you are employed in classification Level 7 or Level 8, your casual base rate is calculated on the base salary component only of your total fixed remuneration.

A casual loading of 25% is applied to your casual base rate, which compensates you for all leave and other entitlements that are otherwise not available to casuals under this Agreement.

You will be engaged and paid for a minimum of 3 hours for each shift or occasion you are required to work. Engagement on any one occasion, or over a period of time, does not guarantee or give rise to any entitlement to further casual shifts.

If you are required to work on a Saturday, Sunday or public holiday you will be entitled to be paid the following rates of pay:

Time of duty	Loading
Saturdays	50%, on top of 25% casual loading
Sundays	75%, on top of 25% casual loading
Public holidays	150%, on top of 25% casual loading

## 14.2 Overtime

If you are directed to perform overtime, you are entitled to be paid for hours in excess of 38 hours a week (or 35 hours, if you work 35 hours a week), or in excess of 10 hours on any one day.

In addition to your casual base rate, you will be entitled to a loading of 15% (instead of a 25% loading) (**your overtime rate**). This is because your overtime rate does not include loading to compensate you for leave entitlements.

If you are required to work overtime you will be entitled to be paid the following rates of pay:

Time of overtime	Loading
Monday to Friday (first 2 hours)	50%, on top of 15% casual loading
Monday to Friday (subsequent hours)	100%, on top of 15% casual loading
Saturdays (first 2 hours)	50%, on top of 15% casual loading
Saturdays (subsequent hours)	100%, on top of 15% casual loading
Sundays	100%, on top of 15% casual loading
Public holidays	150%, on top of 15% casual loading

### **14.3 Leave**

You are entitled to:

- long service leave in accordance with clause 0 of this Agreement;
- unpaid parental leave in accordance with applicable legislation;
- unpaid compassionate leave in accordance with clause 0 of this Agreement;
- unpaid carer's leave in accordance with clause 0 of this Agreement; and
- unpaid community service and jury service leave in accordance with clause 0 of this Agreement.

Forests NSW will conduct an annual review of hours worked for all casual employees. If Forests NSW identifies that a casual employee works regular and systematic hours, and it is expected that this will continue, Forests NSW will declare the casual employee's position to be a permanent position. If a position is declared to be a permanent position, the casual work will no longer continue and the casual employee will be given the first right of refusal for the permanent position.

### **14.4 Other clauses of this Agreement**

The following clauses of the Agreement do not apply to you if you are employed as a casual – 0, 0, 0, 0, 0, 0, 0, all of Part 2.3 (except as provided in clause 0), all of Part 2.5, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0 and 0.

## **15. What arrangements apply for fixed term/fixed task or maximum term employees?**

If you are employed as a fixed term or fixed task employee, your employment will terminate at the end of the fixed term or fixed task. You will not be entitled to notice or payment in lieu of notice, or any redundancy payment. Other entitlements under this Agreement will only apply to you for the extent of your fixed term or fixed task arrangement.

If you are employed as a maximum term employee, your employment will terminate at the end of the maximum term, or earlier in accordance with clauses 0 and 0 of this Agreement. If your employment terminates at the end of the maximum term, you will not be entitled to notice or payment in lieu of notice, or any redundancy payment. Other entitlements under this Agreement will only apply to you for the extent of your maximum term arrangement.

## **16. Health and safety**

### **16.1 Forests NSW's goal**

As part of Forests NSW's goal to be the safest commercial forest manager in Australasia, Forests NSW aims to promote and achieve better safety outcomes through employee engagement as well as compliance with statutory work health and safety obligations.

Forests NSW has a number of policies dealing with the workplace health and safety of everyone who works at our work sites. These policies deal with a number of issues including:

- the implementation and maintenance by Forests NSW of an appropriate risk based safety management system that is designed to identify reasonably foreseeable hazards that could give rise to risks to health and safety; and
- your obligation to take reasonable care of your own health and safety at work, as well as taking steps not to adversely affect the health and safety of others at work.

In attending for work, you are presenting yourself fit and competent to perform your duties. If Forests NSW has any reasonable concerns about your fitness for work, Forests NSW may at any time require you to attend a fitness for work assessment. This includes an assessment by your treating doctor or with a provider of Forests NSW's choice, or both.

## **16.2 Weather conditions**

If Forests NSW, in consultation with employees, considers that weather conditions in the field pose an unacceptable risk to workplace health and safety, you will be directed (subject to an appropriate risk assessment) to perform other appropriate productive work or to perform your usual duties with additional personal protective equipment.

## **16.3 Fire fighting activity**

As part of its commitment to workplace health and safety, and to your wellbeing at work, Forests NSW will reward you for achieving and maintaining a level of fitness to pass a Task Based Assessment (**TBA**) to assess your fitness and capacity to perform fire fighting duties.

Passing a TBA and medical examination is a condition of you undertaking frontline fire fighting activities in your role.

Forests NSW will meet the cost of your assessment (by a provider approved by Forests NSW) on an annual basis. If you are employed in classification Levels 1 to 6 and you pass the TBA, you will be paid an annual incentive at the rate set out in Schedule 4. This payment will be made as soon as practicable after you notify Forests NSW of your successful assessment. If you are employed in classification Level 7 or Level 8, you will not receive an extra payment in respect of a TBA incentive. This is because your total fixed remuneration includes an amount to compensate you for this.

Forests will also meet the costs of you attending a general health check-up as part of the TBA (by a provider approved by Forests NSW), on an annual basis.

You will not receive incentive payments under this clause 0 if the TBA is conducted as part of your pre-employment assessment, or during your probation period.

## **16.4 Drugs and alcohol**

Forests NSW recognises that there are serious health and safety risks if you consume or are affected by alcohol or other drugs at work. Such conduct is not allowed. Forests NSW provides support for employees who feel they have a problem with alcohol or drugs. Any new drug and alcohol policy which Forests NSW wishes to introduce will be the subject of consultation and agreement with the union parties to this Agreement.

## **16.5 First Aid**

Forests NSW aims to achieve a safer workplace including by developing a more safety-aware workforce. This involves a time commitment from you and an investment by Forests NSW. All employees are expected to use their first aid training if and when required. If you are employed in classification Levels 1 to 6 and you are appointed by Forests NSW to perform first aid duty for any working group of 3 or more employees, you will be paid first aid allowance as set out in Schedule 4.

If you are required by Forests NSW to perform first aid, Forests NSW will fund your training in first aid (to the St Johns Ambulance Senior First Aid certificate level or equivalent), both to obtain and maintain this level of training.

Forests NSW will provide and maintain first aid kits at all of its work sites. The kits will comply with applicable work health and safety regulations.

## **16.6 Personal protective equipment and training**

Forests NSW will provide you with personal protective equipment and tools required for you to perform your duties, and replace or repair equipment as necessary. This includes fire fighting personal protective equipment. You are expected to take care of personal protective equipment and tools, and to keep them stored and to use them safely for their intended purpose. You are required to comply with any reasonable and lawful direction by Forests NSW to use personal protective equipment.

Forests NSW will also provide or fund initial and ongoing safety and environment training for all employees whose roles require handling of potentially hazardous chemicals (such as pesticides). If you are employed in classification Levels 1 to 3 and you are required by Forests NSW to perform Chemical Handling Duties as part of the performance of your duties you will be paid a chemical handling allowance as set out in Schedule 4.

If you are employed in a field-based role in classification Levels 1 to 3 and you are required by Forests NSW to handle and spread sewerage sludge on a Forests NSW area, you will be paid a sludge allowance at the rate set out in Schedule 4 for the period of application only.

## **17. Equity and diversity**

Forests NSW acknowledges and values the diversity of background and experience of its employees.

This Agreement intends to help prevent and eliminate unlawful discrimination in the workplace. Unlawful discrimination includes discrimination on the grounds of race, sex, marital status, disability, sexual orientation, transgender identity, age and responsibilities as a carer.

Forests NSW and all employees will take all reasonable steps to ensure that this Agreement is not discriminatory in its effect, either directly or indirectly.

This clause does not apply to any conduct or act which is specifically exempted from anti-discrimination laws.

This clause does not create any extra legal rights or impose any extra obligations to those created or imposed by anti-discrimination laws. This clause does not prevent a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

## **18. Learning and development**

You can apply for study assistance to complete courses and training relevant to your role, the business needs of Forests NSW and your career development.

Study assistance may include financial assistance, examination leave and study leave, subject to the operational requirements of Forests NSW.

If you are employed in a field-based role in classification Levels 1 to 3 and you are required by Forests NSW (or by WorkCover) to maintain a licence or certificate to perform your work, Forests NSW will pay the costs of such licences and certificates on your behalf, subject to the provision of satisfactory evidence that the cost will be incurred, such as a licence renewal notice.

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## **Part 2.2 – General clauses on remuneration**

### **19. How am I paid?**

All payments to you are made by electronic funds transfer into your nominated account. Forests NSW will provide you with a pay advice in respect of each payment.

Your ordinary pay will be paid fortnightly (or monthly by agreement between you and Forests NSW). Any additional payments, for example, overtime and allowances, will be paid within a fortnight after the submission of an accurate and approved timesheet.

Forests NSW may make deductions from your pay at your written request where the deduction is principally for your benefit. For example, subject to applicable laws, you can authorise Forests NSW to deduct union membership fees from your pay (on a fortnightly or other basis). The relevant union party will provide Forests NSW with a schedule of union membership fees payable in accordance with the union's rules, and any changes to the amount of fees will be provided to Forests NSW at least one month in advance of the variation taking effect. Forests NSW will regularly forward such deducted amounts to the relevant union.

### **20. How can I package my salary?**

Salary packaging is available in accordance with applicable Forests NSW's process. Forests NSW recommends that you seek independent financial advice about whether salary packaging suits your circumstances.

## **21. When is my remuneration reviewed?**

### **21.1 2.5% increase to salary**

Your salary will be increased by 2.5% from the first full pay period on or after 1 July 2013 and by a further 2.5% from the first full pay period on or after 1 July 2014. This will be implemented as follows:

- if you are employed in classification Levels 7 to 8 as set out in Schedule 1 to this Agreement, your total fixed remuneration will be increased by 2.5%;
- if you are employed in classification Levels 4 to 6 as set out in Schedule 1 to this Agreement, your salary will be increased by 2.5%;
- the incremental salary rates for classification Levels 1 to 3, as set out in Schedule 1 to this Agreement, will be increased by 2.5%.

### **21.2 Salary progression**

#### **(a) Levels 1 to 3**

If you are employed in classification Levels 1 to 3, subject to satisfactory performance, you are eligible for progression to the next pay increment within your Level on the anniversary of your start date. Incremental progression ceases after the 6<sup>th</sup> pay increment within a Level, as set out in Schedule 1 to this Agreement.

Movement from one Level to another is subject to available vacancies and a selection process.

#### **(b) Levels 4 to 6**

In addition to the automatic 2.5% increase, Forests NSW will review your remuneration annually. Your salary may be increased as a result of this review (although Forests NSW is not obliged to increase your remuneration other than as may be required by law).

Any salary increase will be subject to your satisfactory performance as measured by Forests NSW's Performance Development System (**PDS**), general market movement in salaries for similar roles, as well as affordability.

#### **(c) Levels 7 and 8**

In addition to the automatic 2.5% increase, Forests NSW will review your remuneration annually. Your salary may be increased as a result of this review (although Forests NSW is not obliged to increase your remuneration other than as may be required by law).

Any salary increase will be subject to your satisfactory performance as measured by Forests NSW's Performance Development System (**PDS**), general market movement in salaries for similar roles, as well as affordability.

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## **Part 2.3 – Leave**

### **22. General leave provisions**



All leave in this Part 2.3 accrues progressively and may be taken in a minimum of half day units. Forests NSW manages all leave in accordance with its leave process.

## 23. What is my annual (recreation) leave entitlement?

### 23.1 Your entitlement

If you are a full-time employee you are entitled to 20 days of annual leave for each year of service. If you are a part-time employee, you are entitled to annual leave proportionate to your ordinary hours of work.

If you are a full-time Central/Western Division Employee, you are entitled to an additional 5 days of annual leave for each year of service. If you are a part-time Central/Western Division Employee, you will accrue the additional week of annual leave on the same basis as for a full-time Central/Western Division Employee, based on your part-time hours of work.

If you are a Shift Worker rostered to work on a continuous roster over 24 hours a day, 7 days a week, and you are regularly required to work on Sundays and public holidays, you are entitled to additional annual leave for each year of service as follows:

Number of Sundays and public holidays worked during 1 December to 30 November (or part)	Number of additional annual leave days
7-14	1
15-21	2
22-26	3
More than 27	5

If you are a part-time Shift Worker, you will accrue the additional days of annual leave on the same basis as for a full-time Shift Worker, based on your part-time hours of work.

Annual leave entitlements accumulate from year to year and any untaken accrued annual leave is paid out on termination of your employment.

You will not accrue annual leave during any period of leave without pay or a period of absence from duty without approved leave, except during:

- (a) any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers Compensation Act;
- (b) any period of sick leave without pay or any other approved leave without pay which does not exceed 5 working days if you are a full-time employee (or the equivalent pro-rata amount if you are a part-time employee) in any 12-month period;
- (c) military leave taken without pay when paid military leave entitlements are exhausted;

- (d) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted; or
- (e) any periods which when aggregated do not exceed 5 working days in any 12-month period.

### **23.2 Taking annual leave**

In recognition of the importance of rest, you must take at least 2 consecutive weeks of annual leave every 12 months, unless otherwise agreed between you and Forests NSW taking into account your personal circumstances.

You must give at least 4 weeks' notice when applying for annual leave. Forests NSW may approve leave with less notice at its complete discretion.

In the interests of your wellbeing, Forests NSW may require you to take annual leave at a time convenient to Forests NSW, provided that the requirement is reasonable. Without limiting the circumstances in which a direction may be given, a direction to take annual leave will be considered reasonable where:

- (a) you have accrued more than 40 days of annual leave if you are a full-time employee (or the equivalent pro-rata amount if you are a part-time employee) and are given at least 6 weeks' notice in writing of the requirement to take annual leave; and
- (b) you are directed to take an amount of annual leave that would not reduce your accrued annual leave balance to less than 20 days of leave if you are a full-time employee (or the equivalent pro-rata amount if you are a part-time employee).

You may take annual leave at half pay, but only in conjunction with a period of parental leave. If you take annual leave at half pay, for the purpose of calculating accruals of further annual leave, long service leave or other paid leave, your half pay annual leave will be converted back to the full pay equivalent.

Payment for annual leave will be at the salary you would have received for your ordinary hours of work during the period of annual leave taken. You will not be paid annual leave loading. Your remuneration includes an amount to compensate you for this.

Forests NSW can suspend or revoke approved annual leave in circumstances of Fire Fighting under Part 5 of this Agreement. Forests NSW will discuss with you alternative arrangements if your annual leave is suspended or revoked in these circumstances, including the reimbursement of reasonable expenses you incur if you are recalled from annual leave. If your annual leave is suspended or revoked in these circumstances, Forests NSW will reimburse your expenses as a result, unless otherwise agreed between you and Forests NSW. This may include the cancellation fees for accommodation or travel bookings, or the additional costs of travel if you return from leave separately from your family. Reimbursement claims must be supported by evidence satisfactory to Forests NSW. Expenses will be reimbursed within one month from the date you submit your claim.

### **23.3 Shut-down period**

You may be required to take no more than 2 weeks of annual leave during times of complete or partial business shut down at the Christmas/New Year period. Forests NSW will give you at least 8 weeks' notice of a shut down.

### **23.4 Can I cash out accrued annual leave?**

Subject to applicable law, and with Forests NSW's agreement, you may cash out an amount of your accrued annual leave in each year of service.

To be eligible to cash out an amount of annual leave you must:

- (a) apply in writing to cash out an amount of annual leave; and
- (b) retain at least 20 days of accrued annual leave if you are a full-time employee (or the equivalent pro-rata amount if you are a part-time employee).

If you choose to cash out an amount of annual leave the cashing out of annual leave will be recorded in writing and must be signed by you and Forests NSW. You will receive payment of the amount that would have been payable to you had you taken the period of annual leave (subject to applicable taxation).

### **23.5 Purchasing additional annual leave**

If you are a full-time employee, you may apply to Forests NSW to purchase either 10 days (2 weeks) or 20 days (4 weeks) of additional annual leave in a 12-month period.

If you are a part-time employee, you may apply to Forests NSW to purchase additional annual leave based on the entitlement above, but calculated on a pro rata basis with reference to your ordinary hours of work.

Forests NSW will consider whether to approve your application to purchase annual leave having regard to Forest NSW's operational requirements and your personal needs.

If your employment with Forests NSW terminates while purchased annual leave arrangements are in place, you will either:

- have the pro-rated amount of unused purchased annual leave reimbursed; or
- be required to repay any overdrawn purchased annual leave.

## **24. What is my personal/carer's (sick) leave entitlement?**

### **24.1 Your entitlement**

As a full-time employee you are entitled to 15 days of personal/carer's leave for each year of service. As a part-time employee, you are entitled to personal/carer's leave proportionate to your ordinary hours of work.

Paid personal/carer's leave entitlements will accrue progressively and accumulate from year to year.

Paid personal/carer's leave entitlements are not paid out on termination of your employment.

## **24.2 Taking paid personal/carer's leave**

You must give your manager or supervisor notice of taking any paid personal/carer's leave as soon as practicable, and advise your manager or supervisor of the reason for your absence and the period, or expected period of paid personal/carer's leave to be taken.

Paid personal/carer's leave can be taken:

- (a) because you are not fit for work because of a personal illness or personal injury; or
- (b) to provide care or support to a member of your Immediate Family or household who requires care or support because of a personal illness or injury, or an unexpected emergency.

Payment for paid personal/carer's leave will be made at your base rate of pay for your ordinary hours during the period of leave taken. Despite clause 0 of this Agreement, personal/carer's leave can be taken in a minimum of 30 minute units.

If you have been absent on a long period of sick leave Forests NSW may require you to participate in a return to work program.

## **24.3 Evidence of personal/carer's leave**

You may be required to provide satisfactory medical evidence supporting a period of paid personal/carer's leave if:

- (a) your absence is for a period of 2 consecutive working days or more; or
- (b) you have taken 5 or more uncertified days of personal/carer's leave in the calendar year.

## **24.4 Paid personal leave during annual or long service leave**

If you suffer a personal illness or injury during a period of annual or long service leave and:

- (a) in respect of annual leave, you produce satisfactory medical evidence outlining the period of illness or injury; or
- (b) in respect of long service leave, you produce satisfactory medical evidence outlining the period of illness or injury and the period stated in the medical evidence is 5 working days or more,

and you have a sufficient paid personal/carer's leave accrual from which to debit the period of illness or injury,

Forests NSW will grant paid personal leave to you for the certified period and re-credit the equivalent amount of annual leave or long service leave to you.

Paid personal/carer's leave will not be granted during a period of unpaid leave.

## **24.5 Unpaid personal leave**

If you have exhausted all of your paid personal/carer's leave entitlements, you may be granted unpaid personal leave if you are not fit for work because of a personal illness or personal injury.

#### **24.6 Unpaid carer's leave**

If you have exhausted all of your paid personal/carer's leave entitlements or are a casual employee, you are entitled to take up to 2 days of unpaid carer's leave for each occasion of providing care or support to a member of your Immediate Family or household.

Unpaid carer's leave may be taken as:

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods as agreed to between you and your manager.

### **25. What is my compassionate leave entitlement?**

#### **25.1 Your entitlement**

You are entitled to 3 days of compassionate leave on each occasion when a member of your Immediate Family or a member of your household:

- (a) contracts or develops a personal illness that poses a serious threat to his/her life;
- (b) sustains a personal injury that poses a serious threat to his/her life; or
- (c) dies.

If you are a full-time or part-time employee (including maximum and fixed term employees taking leave before the expiry of your term of employment), compassionate leave is paid leave.

If you are a casual employee, compassionate leave is unpaid leave.

In addition to the above entitlement, if you are a full-time or part-time employee, you are entitled to an additional day of paid leave on each occasion of the death of your Immediate Family or a member of your household.

Compassionate leave entitlements do not accrue from year to year and are not paid out on termination of your employment.

#### **25.2 Taking compassionate leave**

You must give your manager or supervisor notice of taking any compassionate leave as soon as practicable, and advise your manager or supervisor of the period, or expected period of compassionate leave to be taken.

Payment for compassionate leave will be made at your base rate of pay for your ordinary hours during the period of leave taken.

### 25.3 Evidence of compassionate leave

You may be required to provide satisfactory medical evidence supporting a period of compassionate leave if requested to do so by Forests NSW.

## 26. What is my parental leave entitlement?

### 26.1 Your entitlement to unpaid primary carer's leave

If you meet the eligibility requirements below, you will have access to up to 52 weeks of unpaid primary carer's leave, with the right to request an additional 12 months of unpaid primary carer's leave.

You will be eligible for unpaid primary carer's leave if:

- (a) you are a full-time or part-time employee who has completed at least 12 months Continuous Service or you are a casual employee who has worked for Forests NSW on a regular and systematic basis for at least 12 months and you have a reasonable expectation of ongoing employment with Forests NSW on a regular and systematic basis; and
- (b) the leave is associated with the birth of your child or child of your spouse or de facto partner or the placement of a child under the age of 18 years with you for adoption, other than a child who has previously lived continuously with you for a period of at least 6 months, or a child who (otherwise than because of the adoption) is your child or step-child or child of your spouse or de facto partner (**Adoption**); and
- (c) you will have responsibility for the care of the child.

If you are pregnant, you are entitled to a further period of up to 9 weeks of unpaid maternity leave immediately before the expected date of birth of your child (as certified by your medical practitioner).

### 26.2 Paid primary carer's leave

You will be entitled to paid parental leave if you meet the eligibility requirements, including:

- (a) an entitlement to 14 weeks' paid primary carer's leave at your ordinary rate of pay if:
  - you are a full-time or part-time employee; and
  - you have completed at least 40 weeks' Continuous Service prior to the commencement of your period of parental leave; and
  - you will be the Primary Carer of the child; or
- (b) an entitlement to 1 week's paid secondary carer's leave at your ordinary rate of pay if:
  - you are a full-time or part-time employee; and

- you have completed at least 40 weeks of Continuous Service prior to the commencement of your period of parental leave; and
- you will be the Secondary Carer of the child.

Payment for any type of paid leave under this clause is at the rate applicable at the time you take your leave, except in the following circumstances:

- (c) If you are a full-time employee and you are on part-time leave without pay when you start parental leave, then you are paid:
- at the full-time rate if you began part time leave 40 weeks or less before starting parental leave;
  - at the part-time rate if you began part time leave more than 40 weeks before starting parental leave and your part-time work arrangements have not changed for the 40-week period; or
  - at a rate based on the average number of weekly hours you worked during the 40-week period if you have been on part time leave for more than 40 weeks, but your part-time work arrangements have changed more than once during that period.
- (d) If you start a second period of paid leave under this Agreement for another child (**second period of leave**) within 24 months of starting an initial period of paid leave under this clause (**first period of leave**), then your second period of leave will be paid:
- if you have not returned to work, at the rate (full-time or part-time) you were paid before commencing your first period of leave;
  - if you have returned to work and you have reduced your hours during the 24-month period, at a rate based on the hours you worked before your first period of leave was taken;
  - if you have returned to work and you have not reduced your hours during the 24-month period, at a rate based on the hours you worked before your second period of leave.

Payment for any type of paid leave under this clause may be made in advance as a lump sum, as full pay or half pay in your usual pay cycle, or a combination. To be eligible for subsequent periods of paid primary carer's leave, you must return to work after the second period of leave. Your paid primary carer's leave for any such subsequent periods will be calculated on the basis of your rate of pay when you start the leave.

### 26.3 Special adoption leave

You are entitled to special adoption leave for up to 2 days to attend interviews or examinations for the purposes of Adoption. Special adoption leave is without pay, however you may choose to access your accrued but untaken annual leave and long service leave entitlements.

### 26.4 Special maternity leave

You are entitled to special maternity leave if you are not fit for work because you have a pregnancy related illness or because your pregnancy terminates before the expected date of birth (other than by the birth of a living child). Special maternity leave is without pay, however you may choose to access your accrued but untaken personal/carer's leave, annual leave and long service leave entitlements. You must provide Forests NSW with notice of your intention to take special maternity leave, and the expected length of the period of leave, as soon as practicable, and provide Forests NSW with evidence to its satisfaction that you meet the requirements to take special maternity leave.

Your 12 month unpaid parental leave entitlement will be reduced by the period of any special maternity leave you take during your pregnancy.

## **26.5 Alternative duties during pregnancy**

If you are pregnant and are, as a result of your pregnancy having difficulty performing your normal duties, or if there is a risk to your health or to the health of your unborn child, Forests NSW will, in consultation with you, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility regarding when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

If adjustments cannot be made to enable you to carry out your duties without risk or difficulty then you may take any accrued but untaken personal/carer's leave. If you do not have any accrued personal/carer's leave, Forests NSW will grant you unpaid parental leave. You must provide a medical certificate to the satisfaction of Forests NSW for any such period of leave certifying that you or your unborn child will be at risk if you perform your normal duties.

## **26.6 Taking other leave during a period of unpaid parental leave**

You may use all or part of any of your accrued but untaken annual leave or long service leave or other paid leave, including paid parental leave, during a period of unpaid parental leave as long as your total period of leave does not exceed 52 weeks (plus an additional 9 weeks in accordance with clause 0, if applicable).

You may elect to take any available annual leave at half pay in conjunction with your unpaid parental leave, provided that:

- your accrued annual leave, as at the date your unpaid leave starts, is exhausted within the period of parental leave; and
- your total period of parental leave is not extended by you taking annual leave at half pay.

## **26.7 Your paid leave counts as service**

Paid leave granted under this clause is counted as service for the purposes of this Agreement.

For the avoidance of doubt, all entitlements in this clause 0 apply to same sex couples.



## 26.8 Right to request flexible work arrangements

If you have been granted parental leave in accordance with this Agreement, you can request to return from a period of full time maternity, adoption or other parent leave on a part-time or other flexible work arrangement until the child reaches school age.

Forests NSW will consider your request having regard to your circumstances. It may approve your request, or it may refuse your request only on reasonable grounds related to the effect on the workplace or Forests NSW's business. Such grounds include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

You must make your request in writing and as soon as practicable, preferably before you start your parental leave (but no later than 4 weeks before your proposed return on a part-time basis, or later with Forests NSW's agreement).

## 26.9 "Other" parental leave

If you do not have an entitlement to unpaid primary carer's leave under clause 0, and you wish to take leave to be the Primary Carer of your child (or your spouse's child), you can take:

- *Short other parent leave* – an unbroken period of up to 8 weeks at the time of the birth of your child (termination of your spouse's pregnancy other than by the birth of a living child) or, in the case of Adoption, from the date of taking custody of your (or your spouse's child or children); and
- *Extended other parent leave* – for a period not exceeding 12 months, less any short other parental leave already taken by you. Extended other parental leave may start at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

If you have been granted unpaid parental leave in accordance with this Agreement, you can request to extend your period of unpaid leave for a further continuous period of up to 12 months, on the condition that you will be the child's Primary Carer. You must make your request in writing and as soon as practicable, but no later than 4 weeks before the extended period of unpaid parental leave is due to start.

## 26.10 Return to work

On your return to work from approved parental leave, you are entitled to return to the position you held immediately before going on leave (**your former position**). If your former position ceases to exist and there are other positions available that you are qualified and competent to perform, you will be appointed to a position either of the same or substantially similar grade and classification as your former position.

You are not entitled to return to your former (full time) position during a period of return to work on a part-time basis. If Forests NSW approves a return to work on a part-time basis, then your position will be at the same classification and grade as your former position.

If you have returned to work full-time before you have used all of your entitlement to 12 months' unpaid parental leave, then you can revert back to that leave by providing Forests NSW with 4 weeks' notice (or less by agreement) in writing. You may use this option once only.

## 26.11 Notification and evidence requirements

You must notify Forests NSW in writing of your intention to take parental leave, at least 8 weeks before the proposed start of your leave. You must comply with other notification requirements as follows:

- at least 8 weeks before the proposed start of your leave – the expected date of birth or the expected date of placement of the child;
- at least 4 weeks before the proposed start of your leave – the date on which your parental leave is intended to start and the period of leave to be taken; and
- as soon as practicable and convenient to do so – the date on which you gave birth, and any change in your intentions as a result of premature delivery or termination of your pregnancy other than by the birth of a living child.

Once you have notified Forests NSW that you are or your spouse or de facto partner is pregnant or is adopting a child, Forests NSW must, as soon as practicable, inform you of your entitlements and your obligations under this Agreement.

You may change your period of leave or your leave arrangements by providing Forests NSW with 14 days' notice in writing once without Forests NSW's consent, and at any time with Forests NSW's agreement in writing.

You will be required to provide satisfactory medical evidence supporting any period of parental leave under this clause 0.

## 27. What is my long service (extended) leave entitlement?

### 27.1 Your entitlement

You are entitled to long service leave as follows:

Period of continuous service	Entitlement
More than 7 years but less than 10 years	Pro rata entitlement based on 2 months* for 10 years of Continuous Service
10 years	2 months*
Periods after first 10 years	Pro rata entitlement based on 5 months <sup>#</sup> for each subsequent additional 10 years of Continuous Service

\* 2 months at full pay, 4 months on half pay, or one month on double pay

<sup>#</sup> 5 months at full pay, 10 months on half pay, or 2.5 months on double pay

If you are a part-time employee, you are entitled to long service leave proportionate to your ordinary hours of work.

Long service leave is calculated and leave taken is debited on working day basis.

## 27.2 Taking long service leave

You are entitled to take an amount of long service leave after you have completed 7 years of Continuous Service.

You must give at least 4 weeks' notice when applying for long service leave. Forests NSW may approve leave with less notice at its complete discretion.

You may apply for and take long service leave in accordance with applicable laws.

Payment for long service leave will be at the salary you would have received for your ordinary hours of work during the period of long service leave taken.

If a public holiday falls during your period of long service leave, the day of the public holiday is not deducted from your long service leave entitlement.

## 27.3 Payment of accrued but untaken long service leave on termination

If your employment with Forests NSW ends, you (or your beneficiary) will be paid for any untaken long service leave as follows:

Period of continuous service	Entitlement (less any long service leave you have already taken)
5 years	One month's leave if: <ul style="list-style-type: none"> <li>▪ you terminate your employment due to illness, incapacity, or domestic or other pressing necessity; or</li> <li>▪ if Forests NSW terminates your employment for any reason other than serious and wilful misconduct; or</li> <li>▪ if you have died.</li> </ul>
More than 5 years but less than 7 years	Pro rata entitlement based on 3 months for 15 years' of Continuous Service if: <ul style="list-style-type: none"> <li>▪ you terminate your employment due to illness, incapacity, or domestic or other pressing necessity; or</li> <li>▪ if Forests NSW terminates your employment for any reason other than serious and wilful misconduct; or</li> <li>▪ if you have died.</li> </ul>
More than 7 years but	Pro rata entitlement based on 2 months for 10 years of Continuous

less than 10 years	Service
10 years	2 months
Periods after first 10 years	Pro rata entitlement based on 5 months for each subsequent additional 10 years of Continuous Service

The payment will be calculated on the basis of the amount that would have been payable to you had you taken the long service leave at the time of termination of your employment (subject to relevant tax).

## 28. What is my military leave entitlement?

### 28.1 Your entitlement

If you are a volunteer part-time member of the Australian Defence Force, Forests NSW will grant you military leave on full pay to undertake compulsory annual training and to attend schools, classes, instruction courses or compulsory parades conducted by your unit.

Forests NSW will grant military leave on full pay for up to:

- (a) 24 working days each financial year if you are a member of the Naval or Army Reserves; or
- (b) 28 working days each financial year if you are a member of the Air Force Reserve.

Forests NSW will also grant you up to one day's special leave each year to attend medical examinations and tests required for acceptance as a volunteer part-time member of the Australian Defence Force.

If the Australian Defence Force requests that you perform extra military service requiring more leave than the above entitlements, Forests NSW may grant you additional leave through military top-up pay, provided that the total amount of military leave you take does not exceed 36 days in any financial year. Military top-up pay is the amount your ordinary rate of pay, assuming you had been at work, exceeds the pay you receive as a member of the Australian Defence Force Reserves.

While military leave top-up pay is being paid:

- (a) you will continue to accrue personal/carer's leave, annual leave and long service leave as normal; and
- (b) Forests NSW will continue making superannuation contributions based on your ordinary rate of pay.

### 28.2 Evidence of military leave

On ending a period of military leave, you must supply Forests NSW with a certificate of attendance and your reservist pay details signed by your commanding officer or other responsible officer.

Forests NSW may also require you to provide evidence of military service prior to commencing a period of military leave.

## **29. What is my community service and jury service leave entitlement?**

### **29.1 Your entitlement**

You are eligible for unpaid community service leave if you are required to engage in an Eligible Community Service Activity.

The period during which you are entitled to be absent from work to engage in the activity includes:

- the time when you are engaging in that activity;
- reasonable travelling time associated with that activity; and
- reasonable rest time immediately following that activity.

However, for activities other than jury service, you are only entitled to be absent from work for a period if your absence is reasonable in all the circumstances.

If you are absent from work for a period because of jury service and you are not a casual employee, Forests NSW will pay the difference between the jury service fee you receive and what you would have been paid during your usual hours of work. If you are required for jury service while on annual leave or long service leave or paid parental leave then, at your request supported by evidence satisfactory to Forests NSW, Forests NSW will credit you with an amount of that leave equal to the time spent on jury service.

### **29.2 Taking community service leave**

You must give your manager or supervisor notice of taking any community service leave as soon as practicable, and advise your manager or supervisor of the period, or your expected period of community service leave.

If you are required for jury service, you must notify Forests NSW promptly, including the date on which your jury service is to start and evidence of any jury service fee that will be payable to you during the period of jury service.

## **30. What are my other special leave entitlements?**

### **30.1 Leave for matters arising from Domestic Violence**

If you are experiencing Domestic Violence and are required to be absent from work, you may access your accrued personal/carer's leave entitlements provided for at clause 0 of this Agreement.

If you have exhausted your accrued personal/carer's leave entitlements provided for at clause 0 of this Agreement and are experiencing Domestic Violence and are required to be absent from work, Forests NSW will grant you paid special leave up to a maximum 5 days per calendar year.

Before granting you any leave due to Domestic Violence, Forests NSW will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and may require proof presented in the form of an agreed document issued by the police force, a court, a doctor, a domestic violence support service or lawyer.

Personal information concerning Domestic Violence will be kept confidential by Forests NSW.

If you are experiencing Domestic Violence, Forests NSW, where appropriate and subject to the operational requirements of Forests NSW, may facilitate flexible working arrangements for you, including changes to working times and changes to your work location, telephone number and email address.

### **30.2 Other leave**

For unforeseen emergencies, or special and significant events, you will be entitled to special leave on full pay for other purposes, including but not limited to:

- (a) accommodation matters up to one day such as attendance at court as the defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (b) emergency or weather conditions such as when flood, fire, snow, earthquake and so on threatens lives or property and prevents you from reporting for duty;
- (c) attendance at court to answer a charge for a criminal offence, but only if Forests NSW considers the granting of special leave to be appropriate in your particular case;
- (d) attendance at court by an employee who is required as a witness when summonsed by a court but only if Forests NSW considers the granting of special leave to be appropriate in your particular case; or
- (e) attendance as a competitor in a major amateur sport (other than Olympic or Commonwealth Games) if you are selected to represent Australia or New South Wales.

However, Forests NSW can refuse to grant leave on full pay if your request is not reasonable in all the circumstances.

You may use your accrued leave and leave without pay in accordance with this Agreement, to attend court on matters unrelated to Forests NSW business.

### **31. What is my trade union training leave entitlement?**

You will be granted leave up to a maximum of 12 working days in any period of 2 years if you are a member of registered industrial unions to attend short training courses or seminars, subject to the following conditions:

- (a) that Forests NSW's operating requirements permit the grant of leave and your absence does not require the employment of relief staff;
- (b) the leave of absence will be granted at ordinary pay, i.e. payment is not to include shift allowances, penalty rates or overtime;

- (c) leave granted will count as service for all purposes;
- (d) expenses associated with attendance at such courses or seminars; e.g. fares, accommodation and meal expenses will be met by you, except where the duration of the course is one day or more requiring an overnight stay, Forests NSW will reimburse the cost of accommodation and meals for one day only;
- (e) applications for leave must be accompanied by a statement from the relevant union that it has nominated the employee concerned for such course or seminar or that it supports their application; and
- (f) subject to the maximum prescribed above, leave may include travelling time required during working hours to attend such courses or seminars.

### **32. Can I take leave to observe religious or cultural obligations?**

You may access your accrued annual or long service leave or take leave without pay to observe:

- (a) essential religious obligations of your faith; or
- (b) essential cultural obligations of your culture.

As long as you give adequate notice when requesting leave and it is operationally convenient to release you from duty, Forests NSW must grant the leave to you in accordance with this clause.

You may take time off during daily working hours to observe essential religious obligations of your faith provided you:

- (a) give Forests NSW adequate notice of your intention to take time off;
- (b) have obtained the approval of Forests NSW before taking the time off; and
- (c) agree with Forests NSW to make up the time you take off.

Forests NSW will grant up to one day's special leave each year to employees who regard themselves as Indigenous Australians so they can take part in NAIDOC celebrations. If you qualify for this leave, it may be taken at any time leading up to, during or immediately after NAIDOC week, as agreed by you and your manager or supervisor.

### **33. Can I take leave without pay?**

Forests NSW may, at its discretion, grant you leave without pay on a full-time or part-time basis.

You must take any annual leave entitlements before applying for leave without pay.

If you are granted leave without pay for a period of up to 10 consecutive working days, you will be paid for any public holidays falling within your period of leave without pay.

If you are granted leave without pay amounting in total to no more than 5 days in a 12 month period, that leave will count as service for accrual of annual leave.

If you are granted leave without pay, you must not engage in employment of any kind during the period of leave without pay unless you have the written approval of Forests NSW.

#### **34. What happens if I am absent from duty without authorised leave?**

If you are absent from duty without authorised leave and you do not provide an explanation of the absence to the satisfaction of Forests NSW, the amount representing the period of your absence will be deducted from your pay.

If you are absent from duty without authorised leave for more than 3 consecutive days, Forests NSW will consider that you have abandoned your employment and you may be subject to disciplinary action up to and including to summary dismissal (see clause 0).

#### **35. Can I be suspended?**

Forests NSW may suspend you with pay, including where Forests NSW considers that you may have committed an act or omission which may warrant termination, pending its consideration and investigation of the matter. Suspension under this clause does not break your continuity of service for the purposes of any statutory entitlements.

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## Part 2.4 – Termination of employment

#### **36. What notice of termination of employment will I receive?**

If Forests NSW terminates your employment, we must provide you with the following minimum notice periods based on your length of service.

<b>Period of continuous service</b>	<b>Notice period</b>
Not more than one year	1 week
More than one year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If you have completed at least 2 years of Continuous Service and you are over 45 years of age on the day notice is given to you, Forests NSW will provide you an additional week's notice.

Your employment contract may provide for a greater period of notice. If so, Forests NSW will give you the period of notice in your employment contract.

During your probationary period, Forests NSW must provide you one week's notice of termination of your employment.



**Payment in lieu of notice**

Forests NSW may elect to pay you in lieu of giving you actual notice, for all or part of your notice period.

**37. What notice of termination must I give?**

If you terminate your employment with Forests NSW, you must provide us with the following minimum notice periods based on your length of service.

<b>Period of continuous service</b>	<b>Notice period</b>
Not more than one year	1 week
More than one year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Your employment contract may provide for a greater period of notice of notice. If so, you must give Forests NSW the period of notice in your employment contract.

During your probationary period, you must provide Forests NSW one week's notice of termination of your employment.

**38. When can I be dismissed without notice?**

Despite clause 0 of this Agreement, Forests NSW may terminate your employment at any time without notice in circumstances justifying summary dismissal, including if you:

- engage in serious or wilful misconduct;
- are seriously negligent in the performance of your duties; or
- fail repeatedly or continue to fail to perform any of the terms of your employment.

If your employment is terminated without notice, you will be paid up to and including your last day of employment.

**39. What notice will I receive if I am a casual employee?**

If you are a casual employee, either Forests NSW or you can terminate your employment on one hour's notice. On termination, you will be paid for your hours worked, in accordance with this Agreement.

**40. What other arrangements apply on termination?**

### **Duties during notice period**

Forests NSW may also require you to work, to perform all, some or none of your duties, or not to attend work, during all or part of your notice period.

### **Statement of service**

Forests NSW will provide you with a statement of service if you request one on termination of your employment.

### **Debts owed on termination of employment**

If you owe money to Forests NSW at the time of termination of your employment, arising from your employment with Forests NSW, those amounts can be deducted from any termination payments made to you by Forests NSW (to the extent permitted by law). If the amount you owe to Forests NSW is more than your termination payments, you agree to pay the amounts owed within 28 days after your employment terminates.

### **Return of property**

On termination of your employment, you must return all Forests NSW property to us.

### **Separation**

You may consent to separate from your employment on terms agreed with Forests NSW, subject to consultation with the relevant union, which is to be advised of the circumstances leading to the proposed separation, respecting privacy and freedom of association principles. This provision will not be used to enhance a redundancy benefit or where your employment would otherwise be terminated by Forests NSW with notice or under clause 0 of this Agreement.

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## **Part 2.5 – Redundancy**

### **41. What is redundancy?**

Redundancy occurs if Forests NSW determines that it no longer requires your job to be done by anyone.

### **42. What are my redundancy entitlements?**

If you are a permanent part-time or full-time employee and your employment is terminated in circumstances of redundancy, you are entitled to redundancy payments in accordance with applicable laws. Redundancy payments are calculated on your base rate of pay, not including any allowances, loadings, overtime or penalty rates, or incentive payments or overtime (or other separately identifiable amounts). This does not apply if such amounts are included (rolled up) in your base rate of pay.

You will also be entitled to notice or a payment in lieu in accordance with Part 2.4 of this Agreement.

You will also be eligible for redundancy payments in accordance with Forests NSW's Managing Excess Employees policy as amended from time to time. Any payments made to you under the Managing Excess Employees policy are inclusive of, and satisfy Forests NSW's obligations to pay you, minimum statutory redundancy entitlements.

#### **43. What happens if I am offered suitable alternative employment?**

If you reject an offer of employment with a new employer and the offer:

- is on terms and conditions substantially similar to and, considered on an overall basis, no less favourable than, the terms and conditions of your employment with Forests NSW; and
- recognises your service with Forests NSW as service with the new employer,

you are not entitled to redundancy pay. This includes an offer of another role within Forests NSW.

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## **Part 2.6 – Consultation**

#### **44. When will I be consulted?**

##### **44.1 Obligation to consult**

If:

- (a) Forests NSW has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees,

Forests NSW must notify the union parties and the relevant Employees of the decision to introduce the major change.

##### **44.2 Consultation steps**

As soon as practicable after making its decision, Forests NSW must:

- (a) notify union parties and discuss with the relevant employees and union parties:
  - the introduction of the change; and
  - the effect the change is likely to have on the employees; and
  - measures Forests NSW is taking to avoid or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion – provide, in writing, to union parties and the relevant employees:
- all relevant information about the change including the nature of the change proposed; and
  - information about the expected effects of the change on the employees; and
  - any other matters likely to affect the employees.

However, Forests NSW is not required to disclose confidential or commercially sensitive information to the relevant employees.

Forests NSW must give prompt and genuine consideration to matters raised about the major change by union parties and the relevant employees.

#### 44.3 Significant effects

In this clause, a major change is **likely to have a significant effect on employees** if it results in:

- (a) the termination of the employment of employees;
- (b) major change to the composition, operation or size of Forests NSW's workforce or to the skills required of employees;
- (c) the elimination or reduction of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work;
- (e) the need to retrain employees;
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

In this clause, **relevant employees** mean the Employees who may be affected by the major change. It includes employees who are on leave (including a period of unpaid parental leave).

#### 44.4 Representatives

You may appoint a representative for the purposes of the procedures set out in this Part 2.6. The parties acknowledge that Forests NSW's obligations under this Part 2.6 to consult with relevant employees may be met through consultation by way of the Joint Consultative Committee (**JCC**) or through other forms of consultation (or a combination).

#### 44.5 Additional representatives' rights

If you are a delegate of a union party to this Agreement, elected by employees in accordance with the union's rules, you are also entitled to undertake the following activities without deduction of pay for your ordinary hours of work:

- (a) consultation with a recognised or accredited union official, on any significant workplace change including conditions of employment, subject to you notifying your supervisor or manager in advance;
- (b) attendance at industrial proceedings (including reasonable preparation time) in which Forests NSW is involved that directly affects the area or employees that you represent;
- (c) if you are elected an executive member of a union party to this Agreement or to vocational or industry committee, attendance at relevant meetings either in New South Wales or interstate, subject to you notifying your supervisor or manager in advance and to Forests NSW's operational requirements;
- (d) attendance at the annual branch conference of a union party to the Agreement is subject to you seeking your supervisor or manager's approval in advance and to Forests NSW's operational requirements;
- (e) presenting information about the union and its activities at induction sessions for new employees, subject to you notifying your supervisor or manager in advance and to Forests NSW's operational requirements;
- (f) attendance at meetings called by Unions NSW involving a union party to this Agreement and which requires attendance of delegates, subject to you notifying your supervisor or manager in advance and to Forests NSW's operational requirements;
- (g) your reasonable travelling time to and from the location of the activities described in items (a) to (f) above.

If you are a union delegate, or you are an employee representative under clause 44.4, you will also have:

- access to a notice board for the purpose of posting notices and announcements relating to a union party's activities, relevant to the work site or the union, or, if you are an employee representative under clause 44.4, relevant to employee consultation under Part 2.6 at your work site;
- reasonable access to a computer for word-processing purposes, email, telephone, a photocopier, facsimile machine and a private meeting room, if and when necessary, for performing your responsibilities as a delegate, or as an employee representative under clause 44.4.

Forests NSW recognises your right to elect union delegates as your representatives, or nominate employee representatives. Forests NSW will not victimise you because you are, or you are proposing to become, a union delegate.

#### **44.6 Consultation regarding contractors**

Forests NSW will comply with any consultation obligations which may arise under this Part 2.6 as a result of any proposed use of contractors by Forests NSW.

Forests NSW's will use employees to undertake available work wherever practicable. From time to time, depending on the needs of Forests NSW's business, Forests NSW will need to engage external specialists or experts to undertake work at Forests NSW sites, because specialist skills or equipment are not available or the required timeframes cannot otherwise be met.

Forests NSW acknowledges that the union parties have a legitimate role to protect the interests of their member employees, including any concerns about job security. If Forests NSW decides to engage contractors for work usually undertaken by employees in field-based roles, it will notify and consult with the union parties and employees, in accordance with its obligations under Part 2.6.

For Fire Fighting and hazard reduction burning, Forests NSW will give priority to the use of available trained and qualified Forests NSW employees.

Forests NSW will require all contractors to comply with work health and safety requirements as well as its contractor management systems. As part of its commercial arrangements with contractors, in respect of non-specialist work which is usually performed by employees in field-based roles in classification Levels 1 to 3, Forests NSW will require contractors to pay their employees at least in accordance with the appropriate Agreement rate for that work and to comply with applicable legislative requirements. The contractor will also be required by Forests NSW, in its commercial arrangements with subcontractors, to ensure that subcontractors provide statements to the effect of those required by section 127 of the *Industrial Relations Act 1996* (NSW).

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## Part 2.7 – Dispute resolution

### 45. When does this Part 2.7 apply?

This clause sets out the procedure for resolving a dispute which relates to:

- a matter arising under this Agreement; or
- the National Employment Standards under the *Fair Work Act 2009* (Cth).

### 46. How are disputes resolved at the workplace level?

If you have a work-related issue or grievance, you must notify your manager or supervisor of the substance of your issue or grievance, and request a meeting to discuss the matter with your manager or supervisor.

If, because of the nature of your issue or grievance, it is not appropriate for you to advise your supervisor or manager of your issue or grievance, you may notify your next appropriate level of management.

It is Forests NSW's intention, and the intention of the other parties to this Agreement, that your grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority, if required.

Reasonable time limits must be allowed for discussion at each level of authority.

You may, at any stage of the process, request to have a support person present, or representation by an industrial organisation (union).

While the dispute resolution process is being followed under this Part 2.7 of the Agreement, normal work must continue.

**47. What happens if disputes cannot be resolved at the workplace level?**

If your issue or grievance is not resolved within Forests NSW, it may be referred by you or by any party to this Agreement to an independent mediator or the Commission.

The parties may, and only if both parties agree to do so, refer the issue to an independent mediator. If agreement cannot be reached on a mediator within one week after referral, the default mediator will be a member of the Institute of Arbitrators and Mediators Australia appointed by the terms on which the mediator or arbitrator is appointed by the President. Forests NSW will pay the reasonable costs of the mediator.

If the issue or grievance is referred to the Commission, it must first attempt to resolve the issue or grievance (**dispute**) by mediation or conciliation. If that is not successful, the Commission may arbitrate the dispute in accordance with its powers under applicable laws. All parties agree to be bound by any order or determination by the Commission (subject to any right of appeal).

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## Part 3 – Specific arrangements for Levels 1 to 6

**48. Who does this Part 3 apply to?**

Part 3 of this Agreement applies to you if you are employed in a role within classification Levels 1 to 6, set out in Schedule 1 to this Agreement.

**49. Can I be temporarily assigned to other roles?**

Generally, all employees will be expected to be flexible and perform additional duties that they are competent to perform safely, for example, to cover absences or to meet peak work demands.

You may also be given opportunities from time to time, to work in another role on a formal and temporary basis. This arrangement must be approved by Forests NSW's Human Resources Manager.

**Levels 1 to 6 (office based)**

If you are employed in an office-based role within classification Levels 1 to 6, and the role you are acting in attracts a higher remuneration level, and you are required to act in the role for one week or more, you will be entitled to receive the difference (or part of it) between your current remuneration and that higher remuneration during the period you are in the role, in addition to your base rate of pay.

If you have previously acted in a role at the higher Level, your previous experience will result in an adjustment to the entry base rate of pay for that Level. Where you act in a position more than once, each separate period will be counted toward your progression through the increments of the Level, if any. However, aggregation does not apply over any break

exceeding 6 months, and any period of leave during which the allowance was not paid is not counted in the aggregation.

### **Levels 1 to 3 (field based)**

If you are:

- employed in a field-based role within classification Levels 1 to 3; and
- you are required by Forests NSW to act in a role performing the duties, and fully exercising the skills and responsibilities of a role at another Level which attracts a higher remuneration,

you will be entitled to receive the difference between your current remuneration and that higher remuneration during the period you are in the role in addition to your base rate of pay. If you are required by Forests NSW to perform such duties for more than 4 hours on any one day, you will be paid the higher rate for the day. If you are required by Forests NSW to perform such duties for 4 hours or less on any one day, you will be paid the higher rate for the hours so worked.

If you are acting in a role in a higher Level you will be paid the difference between your current remuneration and the first year rate of the higher Level, as long as it is not less than you are currently receiving. If the first year rate is less than you are currently receiving you will receive the next highest rate within that Level.

If you have previously acted in a role at the higher Level, your previous experience will result in an adjustment to the entry base rate of pay for that Level. Where you act in a position more than once, each separate period will be counted toward your progression through the increments of the Level. However, aggregation does not apply over any break exceeding 6 months, and any period of leave during which the allowance was not paid is not counted in the aggregation.

## **50. How am I compensated for travelling?**

### **50.1 Travel allowance**

If you are employed in a field-based role within classification Levels 1 to 3, set out in Schedule 1 to this Agreement, and if:

- (a) Forests NSW is unable to provide transport; and
- (b) there is no public transport available to transport you from your residence to Forests NSW's headquarters, depot or centre, or you are required to report for work at a place other than Forests NSW's headquarters, depot or centre,

you will be paid a travel allowance at the rate set out in Schedule 4 based on the distance from your residence to the headquarters, depot, centre or other place at which you are required to report for work.

### **50.2 Local travel arrangements**

You may be eligible for local travel arrangements. Local travel arrangements must be based on business needs, including productivity and efficiency benefits to Forests NSW, and will be reviewed regularly. Local travel arrangements must be approved by the Chief Executive



Officer. Travelling time under a local agreement does not count towards any flexible hours leave.

Any local travel arrangements in place as at the date of this Agreement continue until removed or replaced by agreement between Forests NSW and the employees to whom the local travel arrangement applies.

If you receive compensation or a benefit in relation to your travel time under a local arrangement, you are not eligible to claim expenses for the same travel under clauses 0, 0 or 0 of this Agreement.

### **50.3 Using your own vehicle for work**

If you have the approval of your manager or supervisor to use your own privately-owned vehicle for the performance of your duties, you will be reimbursed for the kilometres travelled at the Australian Taxation Office rate for vehicles with a capacity of 2601cc or more. You must provide evidence satisfactory to Forests NSW of distance travelled.

### **50.4 Excess travel time**

It is the intention of the parties to this Agreement that work-related travel will be minimised as much as practicable by the use of available technology, for example, telephone, video and online conferencing.

If you are required as part of the performance of your duties to travel to other work locations outside your ordinary hours of work (or outside the bandwidth if you work under a flexible hours arrangement under clause 0), you will be compensated in accordance with this clause.

You may take the equivalent of your excess travel time as time in lieu, at times agreed with your manager or supervisor taking into account operational requirements. This time in lieu must be taken within one month of accrual unless otherwise agreed between you and your manager or supervisor.

If, taking into account operational requirements, it is not practicable for you to take time in lieu of excess travel time, you will be paid your ordinary hourly rate of pay for each hour of excess travel (calculated to the nearest half hour). If your ordinary hourly rate of salary is more than the excess travel time hourly rate set out in Schedule 4, your excess travel time will be paid at the lower rate as adjusted from time to time.

Excess travel time does not include:

- time normally taken for your periodic journey from home to headquarters and return;
- any periods of excess travel of less than 30 minutes on any one day;
- travel to new headquarters on permanent transfer, if leave has been granted for the day or days on which travel is to be undertaken (Schedule 5);
- time from 11.00 pm on one day to 6.00 am on the following day if sleeping facilities have been provided;
- travel not undertaken by the most practical available route and by the most practical and economic means of transport;

- time within the flex time bandwidth (clause 0), or within your ordinary hours of work (taking into account your work pattern) (clause 0);
- time more than 8 hours in any period of 24 hours;
- travel overseas.

Excess travel time does not accrue towards an RDO (clause 0). If you receive compensation for excess travel time, you are not eligible for paid overtime under clause 0 in relation to the same time.

This clause does not apply if you are eligible for:

- (a) payment for travel to and from fires under clause 0; or
- (b) payment or other benefits as a result of a local travel arrangement as contemplated by clause 0.

## 50.5 Accommodation and incidental expenses

You are required to obtain Forests NSW's authorisation for all official travel before you incur any travelling expenses.

As a guide, accommodation will be, wherever practicable, one person to a room with en-suite bathroom facilities, and the standard will be equivalent to a minimum of '3 star'. The exception to this guide is accommodation in emergency circumstances such as fire fighting, in which Forests NSW will take all reasonable steps to comply with the guide.

You cannot claim an overtime meal allowance under clause 0 if you receive a meal allowance under this clause 0, or if meals are provided by Forests NSW.

### (a) Accommodation arranged by Forests NSW

If you are required by Forests NSW as part of the performance of your duties to stay away from home overnight, and when reasonable accommodation at a reasonable cost is arranged and paid for by Forests NSW, you will be entitled to:

- for each 24-hour period, the appropriate meal allowance at the rates set out in Schedule 4;
- for each 24-hour period, an incidental allowance at the rate set out in Schedule 4; and
- for any residual part day travel, reimbursement of actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas), upon your production of receipts.

### (b) Accommodation not arranged by Forests NSW

If you are required by Forests NSW as part of the performance of your duties to stay away from home overnight, and when Forests NSW does not arrange and pay for your accommodation, you may elect to receive either:

- the daily rate of travel allowance at the rate set out in Schedule 4 (for each 24-hour period), plus reimbursement of actual meal expenses properly and reasonably

incurred (excluding morning and afternoon teas) for any residual part day travel, upon your production of receipts; or

- payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance at the rate set out in Schedule 4.

## **50.6 Travel-related meal expenses (one-day travel)**

If you are required by Forests NSW as part of the performance of your duties to undertake a one-day journey which does not require you to obtain overnight accommodation, you will be paid the appropriate rate of meal allowance set out in Schedule 4, or you may claim reimbursement of actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel, upon your production of receipts.

You cannot claim an overtime meal allowance under clause 0 if you receive a meal allowance or reimbursement under this clause 0, or if meals are provided by Forests NSW.

## **50.7 Corporate credit card**

If your role requires you to undertake significant travel, Forests NSW can (with your agreement) provide you with a pre-paid card or corporate credit card, or by reimbursing you in cash for actual expenses you incur on your own account. If you are provided with a pre-paid card or corporate credit card, you may use it for work-related expenses. All expense claims will need to be supported by receipts.

You will not be eligible for the daily rate of travel compensation under clause 0.

## **51. What are the arrangements for weekend work and overtime?**

### **51.1 Weekend work**

If your ordinary hours of work fall on a Saturday or Sunday, you will receive a loading calculated on your base pay at:

- Saturdays – 50% of your base hourly rate for every hour worked; and
- Sundays – 75% of your base hourly rate for every hour worked.

### **51.2 Overtime**

Overtime is additional work outside your ordinary hours of work (taking into account your work pattern) or outside the bandwidth if you work under a flexible hours arrangement under clause 0 (except that if you are directed by Forests NSW to start work before 7.30am, you will be paid overtime rates in accordance with this clause), required to meet Forests NSW's operational requirements, and authorised by Forests NSW before the overtime is performed. You may be directed to work overtime in order to meet those operational requirements. Overtime is calculated on a daily or shift basis.

This clause is subject to clause 0.

Your overtime pay is calculated on your base pay, at:

- 150% of your base hourly rate for the first 2 hours of overtime; and
- 200% of your base hourly rate for any additional hours of overtime.

If you are directed to work overtime on a weekend or public holiday, and your usual roster or work pattern does not include weekends, your overtime pay is calculated on your base pay at:

- Saturdays – 150% of your base hourly rate for the first 2 hours of overtime and 200% for any hours after that;
- Sundays– 200% of your base hourly rate for every hour worked; and
- Public holidays – 250% of your base hourly rate.

If you are directed to work overtime on a Saturday, Sunday or public holiday you will be paid for no less than 4 hours of work.

You are entitled to a paid meal break of 30 minutes if you work more than 3 hours of overtime. If you work overtime, you will have at least 10 consecutive hours off duty between the end of your overtime hours and the start of your ordinary hours on your next work day. If you are required to resume or continue working without having a break of 10 consecutive hours, you will be eligible for pay at a rate of 200% of your base hourly rate until you receive such a break. If you purchase a meal during a period of overtime, you will be paid an overtime meal allowance at rate set out in Schedule 4.

With Forests NSW's agreement, you can choose to take time off instead of receiving payment for overtime. This leave will be granted at the same rate that would have applied to the payment of your overtime and can be taken as whole days or half days only, within 4 weeks of you working the overtime. Any balance not taken in lieu by the end of the 4-week period will be paid to you.

If you receive paid overtime, you are not eligible for compensation for excess travel time under clause 0 in relation to the same time.

## **52. What are the arrangements for shift workers?**

Forests NSW may require some employees to work on a regular roster which includes shifts scheduled outside normal business hours of operation. Forests NSW may change shift roster arrangements to meet business needs as they arise.

Alternatively, you may be required to work on a continuous shift work roster. This will generally be for identified types of work for medium or short periods, for example, ecological survey, plant operations, although could be for longer periods. This work may be rostered over 24 hours a day, 7 days a week.

You will be required to work shift work only with your agreement.

Shift rosters will be comprised of shifts of no more than 10 hours.

If you are required to work on a shift roster, you will be paid a shift loading as set out in the table below. This loading is calculated on and paid on top of your base pay and applies only to shifts worked from Monday to Friday.

Shift	Shift start time	Loading
Day	6.00am to before 10.00am	Nil
Afternoon	10.00am to before 1.00pm	10%
Afternoon	1.00pm to before 4.00pm	12.5%
Afternoon	4.00pm to 6.00pm	15%
Night	6.00pm to before 6.00am	75%

For shifts worked on weekends or public holidays, you will be paid a shift loading as set out in the table below. This loading is calculated on and paid on top of your base pay.

Shift	Shift time	Loading
Saturday (first 2 hours)	Between midnight on Friday and midnight on Saturday	50%
Saturday (subsequent hours)	Between midnight on Friday and midnight on Saturday	75%
Sunday	Between midnight Saturday and midnight Sunday	75%
Public holiday	At any time on a public holiday	150% *

\* This rate applies instead of (and not as well as) the shift loading that you would have received because the public holiday falls on a particular day of the week. For example, if you work on a Tuesday afternoon shift starting at 1.30pm on a public holiday, you will be paid a loading of 150% but not a loading of 12.5%.

If you are directed to work overtime, you will be paid in accordance with clause 0 of this Agreement for the overtime hours worked, calculated on your base rate of pay. You will not receive shift loadings on top of overtime rates.

### 53. Can I work flexibly?

Forests NSW and the other parties to this Agreement are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life.

One aspect of flexible work is Forests NSW's formal flexible working hours arrangements (**flex leave**).

### 53.1 Eligibility for flex leave

These arrangements are available to all full-time and permanent employees except if you work:

- a 38-hour week and are entitled to a rostered day off in a regular cycle in accordance with clause 0 of this Agreement; or
- permanent standard hours; or
- in a field-based role within classification Levels 1, 2 or 3, set out in Schedule 1 to this Agreement; or
- according to a shift roster.

### 53.2 How flex leave works

**Ordinary hours:** If you are employed on a 35-hour week, your flex leave arrangements will be based on 35 ordinary hours each week (and 140 hours in a 4-week settlement period). If you are employed on a 38-hour week, your flex leave arrangements will be based on 38 ordinary hours each week (and 152 hours in a 4-week settlement period). Any new employees will be employed on a 38-hour week.

**Bandwidth:** The bandwidth is 6.00am to 6.00pm. Flexible hours credits are accumulated for additional hours you are required to work between 6.00am and 6.00pm. This does not mean that Forests NSW can direct you to start work before 7.30am otherwise than in accordance with this Agreement. If you are directed by Forests NSW to start work before 7.30am, you will be paid overtime rates in accordance with clause 0.

**Core time:** You are required to be at work during core time hours. The core time hours for full time employees are 10.00am to 3.00pm.

**Settlement period:** Your settlement period is 12 weeks.

**Carry over:** If you do not use your flexible hours credit in the current settlement period, up to 20 hours may be carried over in the subsequent settlement period.

**Use of flexible hours credit.** You can use your flexible hours credit to manage your start and finish times, or to increase your lunch break (see Meal breaks below). You can also use your flexible hours credit to take flex leave of 3 full days or 6 half days in any 12-week settlement period. You can take your flex leave on a day or days agreed with your manager or supervisor taking into account operational requirements. You may carry over a maximum of 20 hours of flexible hours credit into the subsequent settlement period. You will not receive any additional payment to compensate you for the forfeiting of additional flexible hours credit above 20 hours.

**Flexible hours debit:** Flexible hours debit can be accumulated up to a maximum of 10 hours and carried over to the subsequent settlement period. If you have a flexible hours debit of more than 10 hours at the end of any subsequent settlement period, any time over 10 hours will be debited as leave without pay, or you can choose for it to be deducted from your accrued annual leave. Any flexible hours debit owed by you to Forests NSW when your employment terminates, will be deducted from your final pay in accordance with clause 0.

**Part time employees:** If you work part time, subject to Forests NSW's operational requirements, you are also entitled to flex leave on a pro rata basis.

**Meal breaks:** You can take meal breaks in accordance with clause 0 of this Agreement, except that you may take a meal break of up to one hour without the approval of your manager or supervisor, or up to a maximum of 2½ hours with the approval of your manager or supervisor.

### 53.3 Managing your flexible hours credit

It is the intention of the parties to this Agreement that, as far as practicable, you will be able to use flexible hours credit to manage your hours or to take flex leave either within the settlement period in which you earn the credit, or in the subsequent settlement period.

You and your manager or supervisor are responsible for monitoring your weekly hours worked during a settlement period. If it appears that:

- you may exceed an accumulated work time of 420 hours in a settlement period (35-hour week) or 456 hours (38-hour week); or
- your total hours of work in a settlement period with any flexible hours credit carried over from the previous settlement period may exceed 420 hours (35-hour week) or 456 (38-hour week),

you and your supervisor or manager must take positive steps to ensure that you do not forfeit your flexible hours credit. Forests NSW can direct you to work standard hours (and not flexible working hours) if it does not suit its operational requirements for you to work flexible hours or if it appears that you and/or your manager or supervisor are not managing your flexible hours credit as required by this clause. If, because of the seasonal workloads, you have difficulty in using flexible hours credits within the usual settlement period, you can agree with Forests NSW (with the approval of the Chief Executive Officer) to vary your flexible working hours arrangements.

### 53.4 Review

In the 3-month period following the first anniversary of the date this Agreement starts to operate, Forests NSW will review, in consultation with the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, the operation of clause 0.

## 54. Rostered days off

If you are employed in a field-based role within classification Levels 1 to 3, set out in Schedule 1 to this Agreement, and your normal hours of work require you to work 38 hours a week or 152 hours over 20 days in every 4-week cycle, you will be eligible to take one rostered day off (**RDO**) in every 4-week cycle, subject to the operational needs of Forests NSW (including seasonal, climatic and workload factors).

Your request for an RDO must be made in accordance with Forests NSW process and rostered before the start of the 4-week cycle.

If you do not take your RDO in the relevant 4-week cycle, you may carry over up to 3 RDOs. If you have carried over 3 RDOs, you may not accumulate any more until you have taken one or more RDOs to reduce your balance.

If you are required by Forests NSW to work on a scheduled RDO, you will be provided with as much notice as reasonably practicable, preferably more than 12 hours. Your RDO will be rescheduled in the same 4-week period and may only be deferred during a fire or a similar state of emergency.

## **55. Am I eligible for allowances?**

### **55.1 Tool allowance**

If you are required by Forests NSW to use some of your own tools to perform your work, you will be paid a tool allowance at the rate set out in Schedule 4.

If you store such tools on Forests NSW premises or secured in a Forests NSW vehicle, and you provide a list of such tools to the appropriate manager nominated by Forests NSW, Forests NSW will obtain insurance on terms commercially acceptable to it which includes coverage of your tools in the event of theft, fire or flood. You are responsible for keeping your tool list current and exercising due care in the protection of your tools. Forests NSW reserves the right to investigate any claims and may decline a claim where due care has not been taken.

### **55.2 Height allowance**

If you are required by Forests NSW to perform work at a height of or over 9 metres directly above the nearest horizontal plane, you will be paid a height allowance at the rate set out in Schedule 4.

### **55.3 Tower allowance**

If you are required by Forests NSW to perform work in a tower at a height over 15 metres, you will be paid a tower allowance at the rate set out in Schedule 4. You will be paid an additional allowance at the same rate for each additional 15 metres above 15 metres.

### **55.4 Camping allowances**

If you are required by Forests NSW to camp in connection with the performance of your duties, you will be paid a composite camping allowance at the rate set out in Schedule 4.

### **55.5 Remote area allowance**

If you are indefinitely stationed and living in a remote area of New South Wales (as set out below), you will be paid a remote area allowance at the rate set out in Schedule 4:

- (a) Grade A – in respect of all locations in an area of the State 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, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Wyalda,



Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs (b) or (c) below;

- (b) Grade B – in respect of the towns and localities of Angledool, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- (c) Grade C – in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.

If you have dependants residing with you as part of your household, you will be paid the dependants rate of the remote area allowance. A dependant is your spouse or de facto spouse, any child under the age of 18 (or under the age of 26 who is a student in full time education or training at a recognised educational institution, or who is an apprentice) or a member of your household who is substantially financially dependent on you.

### **55.6 Protestors allowance**

If you are appointed by the Chief Executive Officer or his/her delegate to supervise and control an incident in which protestors are disrupting forestry operations, you will be paid a protestors allowance at the rate set out in Schedule 4. You will be paid the daily rate even if you are not engaged in such duties for an entire day.

### **55.7 Flying allowance**

If you are required to perform work whilst in an aircraft (e.g. aerial patrol for fire detection), you will be paid a flying allowance at the rate set out in Schedule 4. This allowance is paid in addition to any other entitlement for the time you actually spend working in the aircraft. This allowance is not paid if you are employed to pilot an aircraft.

### **55.8 Community languages allowance**

If you possess a basic level of competence in a community language and you work in a locations where you use your community language at work to assist clients and other employees, you will be paid an allowance at the rate set out in Schedule 4. This allowance is not paid if you are employed as a translator or interpreter, or where community language skills are an essential requirement of the position you are employed in.

The base level of the allowance is paid to employees who:

- are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
- have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language recognition award.

The higher level of allowance is paid to employees who meet the requirements for the base level of payment and who:

- are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Chief Executive Officer or his/her delegate; or
- have achieved qualifications of NAATI interpreter level or above.

## **55.9 Uniforms**

If you are required to wear a uniform as part of your role with Forests NSW, Forests NSW will provide the uniform to you, and replace elements of your uniform as necessary. You are expected to take care of your uniforms. You will receive an allowance for laundering of your uniforms, as set out in Schedule 4.

If required for your role, Forests NSW will also reimburse you for the cost of appropriate boots up to a maximum of the rate set out in Schedule 4 on an annual basis.

Arrangements for personal protective equipment are set out at clause 0.

## **55.10 Accredited assessor allowance**

If you are employed in classification Levels 1 to 3, and you are a nationally accredited assessor and you are required to deliver national accredited training to Forests NSW employees, you will be paid an accredited assessor allowance as set out in Schedule 4 for each hour you spend preparing, delivering, assessing and reporting. Forests NSW would anticipate that you would spend no more than 90 minutes preparing for each hour of delivery (for the initial training session) and no more than 30 minutes preparing for each hour of delivery (for repeat training sessions).

If you are employed in classification Levels 1 to 3, you will also be paid the accredited assessor allowance if you hold a national accreditation in task based assessment and you are required to conduct Task Based Assessments for Forests NSW employees.

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## **Part 4 – Specific arrangements for Levels 7 and 8**

### **56. Who does this Part 4 apply to?**

Part 4 of this Agreement applies to you if you are employed in a role within classification Levels 7 and 8, set out in Schedule 1 to this Agreement.

### **57. Am I paid for additional hours?**

You will not receive any additional pay for working reasonable additional hours. Your remuneration includes an amount to compensate you for this.

Forests NSW may require you to perform work on a public holiday from time to time. If you are required to work on a public holiday, you will be entitled to take one day's paid leave in lieu of the public holiday, at a time agreed between you and your manager or supervisor.

If you are required to undertake excessive travel as part of your role (and authorised by your manager or supervisor to do so), Forests NSW may at its discretion approve your request for time off in lieu during your usual working hours.

**58. Can I be temporarily assigned to other roles?**

Generally, all employees will be expected to be flexible and perform additional duties that they are competent to perform safely, for example, to cover absences or to meet peak work demands.

You may also be given opportunities from time to time, to work in another role on a formal and temporary basis. This arrangement must be approved by your Functional or Regional Manager. If the role you are acting in attracts a higher remuneration level, and you are required to act in the role for 3 months or more, you may be entitled to receive the difference (or part of it) between your current remuneration and that higher remuneration during the period you are in the role.

**59. Can I work flexibly?**

Forests NSW and the other parties to this Agreement are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life.

If you are employed in a role within classification Levels 7 and 8, whilst you are not eligible to participate in Forests NSW's formal flexible hours arrangement, Forests NSW acknowledges that you will, in consultation with your manager or supervisor, work flexibly in order to meet your personal and family commitments as well as your work commitments.

**60. What is included in my Total Fixed Remuneration?**

Your Total Fixed Remuneration includes your base salary, superannuation, as well as compensation for agreed rolled-up allowances and other benefits. Forests NSW will provide you with information about the components of your Total Fixed Remuneration.

**61. How am I reimbursed for travel and meal expenses?**

You will be reimbursed for the reasonable travel and accommodation expenses you incur in performing your duties as long as you have the prior approval of your manager or supervisor to incur the costs. This includes incidental expenses incurred whilst camping. Estimates of travel expenses over the amounts set out in Schedule 4 must be approved in writing by your manager or supervisor before you incur the expenses.

Forests NSW will provide for reimbursement of expenses by providing you a pre-paid card or corporate credit card, or by reimbursing you in cash for expenses you incur on your own account. If you are provided with a pre-paid card or corporate credit card, you may use it for work-related expenses. All expense claims will need to be supported by receipts.

**62. What happens if I have to wear a uniform?**

If you are required to wear a uniform as part of your role with Forests NSW, Forests NSW will provide the uniform to you, and replace elements of your uniform as necessary. You are expected to take care of your uniforms. You will receive an allowance for laundering of your uniforms, as set out in Schedule 4.

If required for your role, Forests NSW will also reimburse you for the cost of appropriate boots up to a maximum of the rate set out in Schedule 4 on an annual basis.

Arrangements for personal protective equipment are set out at clause 0.

### **63. How am I reimbursed for using my own vehicle for work?**

If you have the approval of your manager or supervisor to use your own privately-owned vehicle for the performance of your duties, you will be reimbursed for the kilometres travelled at the Australian Taxation Office rate for vehicles with a capacity of 2601cc or more. You must provide evidence satisfactory to Forests NSW of distance travelled.

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## **Part 5 – Special terms for fire fighting activities**

### **64. Who does this Part 5 apply to?**

This Part 5 applies to you if you are directed by Forests NSW to take part in Fire Fighting or other fire-related activities. Clauses 0 to 0 deal with Fire Fighting (as defined) in Fire Incidents. Clause 0 deals with conditions and allowances for other fire-related activities.

If you are directed by the Chief Executive Officer or his/her delegate to perform Fire Fighting duties, the terms and conditions set out in Clauses 0 to 0 replace other provisions of this Agreement dealing with hours of work, meal breaks, loadings and penalties.

As part of Forests NSW's objectives to promote sustainability of native and planted forests and provide emergency response, all Forests NSW employees are expected to perform any required role in fighting fire that they are competent to perform safely (which includes roles that do not involve frontline fire fighting). This is a condition of your employment with Forests NSW.

### **65. What will I be paid if I am doing Fire Fighting?**

When you are performing Fire Fighting duties, you will be paid in accordance with the rate for your classification level set out in Schedule 1, plus a loading set out in the table below:

<b>Time of duty</b>	<b>Loading</b>
Monday to Friday within your normal working hours (or within the bandwidth if you work under a flexible hours arrangement under clause 0)	25%
Monday to Friday outside your normal working hours (or outside the bandwidth if you work under a flexible hours arrangement under clause 0)	75%

<b>Time of duty</b>	<b>Loading</b>
Saturdays	First 2 hours 50% Additional hours 100%
Sundays	100%
Public holidays	150%

If you are employed in classification Level 7 or Level 8, the loading will be calculated on the base salary component only of your Total Fixed Remuneration.

If you are a part-time employee, you will receive pro rata remuneration.

If you work under a flexible hours arrangement under clause 0, your accrual of flexible hours credit is suspended during any day or part day in which you are Fire Fighting. For any such day or part day, your recorded hours for the purposes of your flexible hours arrangement will be 7 hours if you are employed on a 35-hour week, or 7.6 hours if you are employed on a 38-hour week.

If you are a casual employee, you will be paid in accordance with your casual base rate (see clause 0), plus a loading set out in the table below:

<b>Time of duty</b>	<b>Loading</b>
Monday to Friday between 6.00am and 6.00pm	25%, on top of 25% casual loading
Monday to Friday outside of 6.00am to 6.00pm	75%, on top of 25% casual loading
Saturdays	First 2 hours 50%, on top of 25% casual loading  Additional hours 100%, on top of 25% casual loading
Sundays	100%, on top of 25% casual loading
Public holidays	150%, on top of 25% casual loading

The start of Fire Fighting hours will be the time at which a Fire Incident is declared to have started. For the avoidance of doubt, the Chief Executive Officer or his/her delegate can declare the start of a Fire Incident retrospectively.

In applying the loadings set out in this clause, no employee will revert to a lower loading during a current shift while undertaking Fire Fighting.

With Forests NSW's agreement, you can choose to take time off instead of receiving payment for the Fire Fighting loadings under this clause. This leave will be granted at the same rate that would have applied to the payment of your Fire Fighting loading and can be

taken as whole days or half days only, within 4 weeks of the time worked Fire Fighting. Any balance not taken in lieu by the end of the 4-week period will be paid to you.

## **66. What hours will I work when doing Fire Fighting?**

### **66.1 Continuous roster**

During Fire Fighting you will be required to work on a continuous roster for the duration of the Fire Incident. This work will be rostered over 24 hours a day, 7 days a week.

Shifts will be a maximum of 14 hours.

### **66.2 Meal and rest breaks**

You are encouraged to take regular breaks, at times which take into account operational requirements and the safety of you and your colleagues.

You must also take a paid meal break of at least 30 minutes, for each 4 hours of work during Fire Fighting. If you are required by Forests NSW to defer your meal break, you will be paid overtime rates in accordance with clause 0 until you are allowed to take your break.

You will arrange the timing of breaks with the sector commander (or the person responsible for the Fire Fighting in your area).

Forests NSW is committed to providing drinks and nutritious, hot meals of a high standard wherever possible. Emergency conditions and locations of fires do not always make this possible in which case Forests NSW would provide a satisfactory alternative (e.g. combination of sandwiches, hot drinks, cold food, cold drinks, fruit and snack packs).

Forests NSW will endeavour to provide meals for the initial (24 hours) attack in Fire Fighting situations. Forests NSW will provide adequate notice (at least 10 hours before starting a shift of such lesser period as is reasonable in the circumstances) to employees as to whether drinks and food will, or will not be provided by Forests NSW.

If you are directed to work second and subsequent shifts, and you have been given reasonable notice to do so, you should ensure that you bring adequate food provisions for meal breaks each 4 hours, for up to a 14-hour shift.

If you need to buy a meal, either because of insufficient notice to provide your own meals or where no meal has been provided, you are entitled to a meal allowance in accordance with clause 0.

### **66.3 Breaks between shifts**

You will have at least 10 consecutive hours off duty between the end of your shift and the start of your next shift. If you are required to resume or continue working without having a break of 10 consecutive hours, you will be eligible for pay at a rate of 200% of your base hourly rate until you receive such a break.

Where Fire Fighting for one night results in part or all of your 10 hour break occurring in your next day's ordinary hours of work (or within the bandwidth if you work under a flexible hours

arrangement under clause 0), you will not lose pay for those ordinary hours and you will be paid your ordinary rate of pay for any such hours.

If Fire Fighting continues beyond one continuous night (i.e. goes into the second and subsequent nights), any 10-hour break occurring during ordinary hours of work (or within the bandwidth if you work under a flexible hours arrangement under clause 0) will not be a paid break. However, when you revert to normal duties (within a normal working week), you will be entitled to at least a 10-hour break and you will not lose pay for those ordinary hours and you will be paid your ordinary rate of pay for any such hours.

#### **67. Do I need to pass a Task Based Assessment before fighting fires?**

You must have passed a medical examination and Task Based Assessment of your fitness and capacity to fight fires in accordance with Forests NSW's Fire Fighter Health and Fitness program (**FFHFP**) policy regarding fire fighter health and fitness before you can undertake frontline fire fighting activities, including Fire Fighting.

#### **68. What will I be paid for travel to and from fires?**

If you are engaged in Fire Fighting, your time on duty starts from the time you leave home (or alternate accommodation authorised by Forests NSW) and finishes when you return home (or to the alternate accommodation authorised by Forests NSW). This means that you are paid for your time on duty from 'door to door', in accordance with clause 0.

#### **69. What will I be paid if I am performing Fire Fighting duties in a Division Commander role?**

If you are appointed by the Chief Executive Officer or his/her delegate, or an Incident Controller or his/her delegate, as a Division Commander during a period of Fire Fighting, you will be paid in accordance with the rate for your classification Level as set out in Schedule 1 or at the rate referred to in Schedule 4, whichever is the greater.

#### **70. What will I be paid if I am performing other fire-related activities?**

The allowances in this clause are not cumulative, that is, you cannot be performing duties which attract more than one allowance for the same hours (except as expressly provided below). You will be eligible for the allowance only if you are directed by the Chief Executive Officer or his/her delegate to perform the relevant duties.

<b>Fire-related activity</b>	<b>Duties</b>	<b>When?</b>	<b>Rate</b>
<b>Fire Standby</b>	<ul style="list-style-type: none"> <li>▪ Duties which enhance Forests NSW's state of fire-preparedness</li> </ul>	Outside your normal hours of work (or outside the bandwidth if you work under a	You will be paid in accordance with clause 0.

Fire-related activity	Duties	When?	Rate
	<ul style="list-style-type: none"> <li>▪ Minor fire fighting and fire surveillance</li> <li>▪ Strategic location of employees for fire lookout and to facilitate quick access to fire</li> <li>▪ You must maintain radio, telephone or mobile phone contact at all times as directed during Fire Standby duties</li> <li>▪ Duties are intended not to be strenuous, ensuring crews are fresh and ready for fire attack (except in an emergency situation)</li> </ul>	flexible hours arrangement under clause 0)	If you are scheduled to be on Fire Standby duty, and the duty is not required, unless Forests NSW gives you 12 hours' notice before the scheduled start time of the duty, you will be paid for 2 hours of work in accordance with clause 0.
<b>Immediate On-Call</b>	<ul style="list-style-type: none"> <li>▪ Where there is a need for additional resources particularly in times of 'High' to 'Extreme' weather conditions</li> <li>▪ For a specified period, as required by a Regional Manager or the State Fire Manager or his/her delegate</li> <li>▪ You are required to be available for occasional consultation by others and for acceptance of messages (arranged by agreement with you)</li> <li>▪ A Forests NSW vehicle will be provided to you or a team of which you are a member (including for limited private use) so that you (or your team) have personal flexibility</li> <li>▪ Forests NSW will provide radio, mobile, phone or pager as required to ensure that you can respond immediately to a direction to resume duty</li> </ul>	Outside your normal hours of work (or outside the bandwidth if you work under a flexible hours arrangement under clause 0).	<p>You will be paid at 1/3 of the hourly rate for your classification Level as set out in Schedule 1 for each hour you are on Immediate On-Call.</p> <p>If you are employed in classification Level 7 or Level 8, the loading will be calculated on the base salary component only of your total fixed remuneration.</p> <p>If you are directed to resume duty, you will be paid for a minimum of 4 hours in accordance with clause 0.</p>
<b>Fire detection</b>	Fire detection (also known as active patrol) work	Outside your normal hours of work (or outside the bandwidth if	You will be paid in accordance with clause 0.



Fire-related activity	Duties	When?	Rate
		you work under a flexible hours arrangement under clause 0).	
<b>Duty officer</b>	<p>Performing duties associated with fire fighting organisation including:</p> <ul style="list-style-type: none"> <li>▪ monitoring lookout towers, ground or aerial patrols</li> <li>▪ receiving and passing on fire reports and other information</li> <li>▪ altering reserve resources where necessary</li> <li>▪ liaising with other organisations involved in fire protection</li> <li>▪ performing normal duties as required</li> </ul>	Outside your normal hours of work (or outside the bandwidth if you work under a flexible hours arrangement under clause 0).	You will be paid in accordance with clause 0.
<b>Active Standby</b>	<p>Performing all necessary fire surveillance activities, such as:</p> <ul style="list-style-type: none"> <li>▪ monitoring of lookout towers and or ground patrols</li> <li>▪ initiation of fire fighting activities as required</li> <li>▪ either from home or some other suitable location (not at work), in accordance with a roster</li> </ul>	Outside your normal working hours (or outside the bandwidth if you work under a flexible hours arrangement under clause 0).	<p>You will be paid at 2/3 of the hourly rate for your classification Level as set out in Schedule 1 for each hour you are on Active Standby.</p> <p>If you are employed in classification Level 7 or Level 8, the loading will be calculated on the base salary component only of your total fixed remuneration.</p>

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Schedule 1 – Classification structure

		Pay Points	From first full pay period on or after commencement*	Pay Points	From first full pay period on or after 1 July 2013	Pay Points	From first full pay period on or after 1 July 2014
			Pay Ranges		Pay Ranges		Pay Ranges
<b>Total Fixed Remuneration</b>	<b>Level 8</b>	<b>Max</b>	<b>\$262,700</b>	<b>Max</b>	<b>\$269,268</b>	<b>Max</b>	<b>\$275,999</b>
		<b>Min</b>	<b>\$175,100</b>	<b>Min</b>	<b>\$179,478</b>	<b>Min</b>	<b>\$183,964</b>
	<b>Level 7</b>	<b>Max</b>	<b>\$204,500</b>	<b>Max</b>	<b>\$209,613</b>	<b>Max</b>	<b>\$214,853</b>
		<b>Min</b>	<b>\$136,300</b>	<b>Min</b>	<b>\$139,708</b>	<b>Min</b>	<b>\$143,200</b>
<b>Base Salary</b>	<b>Level 6</b>	<b>Max</b>	<b>\$121,100</b>	<b>Max</b>	<b>\$124,128</b>	<b>Max</b>	<b>\$127,231</b>
		<b>Min</b>	<b>\$94,841</b>	<b>Min</b>	<b>\$97,212</b>	<b>Min</b>	<b>\$99,642</b>
	<b>Level 5</b>	<b>Max</b>	<b>\$104,000</b>	<b>Max</b>	<b>\$106,600</b>	<b>Max</b>	<b>\$109,265</b>
		<b>Min</b>	<b>\$83,200</b>	<b>Min</b>	<b>\$85,280</b>	<b>Min</b>	<b>\$87,412</b>
	<b>Level 4</b>	<b>Max</b>	<b>\$88,700</b>	<b>Max</b>	<b>\$90,918</b>	<b>Max</b>	<b>\$93,190</b>
		<b>Min</b>		<b>Min</b>		<b>Min</b>	

		Min	\$69,873	Min	\$71,620	Min	\$73,410
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**\*From commencement date of operation of this agreement**

From first full pay period on or after commencement date of operation of agreement	From first full pay period on or after 1 July 2013	From first full pay period on or after 1 July 2014
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Base Salary	35 Hour Week			38 Hour Week			35 Hour Week			38 Hour Week		
	35 Hour Week		38 Hour Week	35 Hour Week		38 Hour Week	35 Hour Week		38 Hour Week	35 Hour Week		38 Hour Week
	Above Max 3	Max	\$69,000	\$73,700	Max	\$ 70,725.00	\$75,543	Max	\$ 72,493.13	\$77,431	Max	\$ 72,493.13
	Additional Salary Zone			Additional Salary Zone			Additional Salary Zone			Additional Salary Zone		
Level 3	6th	\$60,050	\$65,200	6th	\$61,551	\$66,830	6th	\$63,090	\$68,501	6th	\$61,451	\$66,715
	5th	\$58,490	\$63,500	5th	\$59,952	\$65,088	5th	\$59,802	\$64,929	5th	\$58,163	\$63,143
	4th	\$56,920	\$61,800	4th	\$58,343	\$63,345	4th	\$56,513	\$61,357	4th	\$54,864	\$59,570
	3rd	\$55,360	\$60,100	3rd	\$56,744	\$61,603	3rd	\$55,135	\$59,860	3rd	\$53,526	\$58,118
	2nd	\$53,790	\$58,400	2nd	\$55,135	\$59,860	2nd	\$53,526	\$58,118	2nd	\$51,917	\$56,373
	1st	\$52,220	\$56,700	1st	\$53,526	\$58,118	1st	\$51,917	\$56,373	1st	\$50,368	\$54,628
Above Max 2	Max	\$56,830	\$61,700	Max	\$ 58,250.75	\$ 63,242.50	Max	\$ 59,707.02	\$ 64,823.56	Max	\$ 59,707.02	\$ 64,823.56
	Additional Salary Zone			Additional Salary Zone			Additional Salary Zone			Additional Salary Zone		
Level 2	6th	\$50,290	\$54,600	6th	\$51,547	\$55,965	6th	\$52,836	\$57,364	6th	\$51,460	\$55,872
	5th	\$48,980	\$53,180	5th	\$50,205	\$54,510	5th	\$51,460	\$55,872	5th	\$50,094	\$54,380
	4th	\$47,680	\$51,760	4th	\$48,872	\$53,054	4th	\$50,094	\$54,380	4th	\$48,802	\$52,983
	3rd	\$46,450	\$50,430	3rd	\$47,611	\$51,691	3rd	\$48,802	\$52,983	3rd	\$47,341	\$51,397
	2nd	\$45,060	\$48,920	2nd	\$46,187	\$50,143	2nd	\$47,341	\$51,397	2nd	\$45,965	\$49,905
	1st	\$43,750	\$47,500	1st	\$44,844	\$48,688	1st	\$45,965	\$49,905	1st	\$44,615	\$48,115
Level 1	6th	N/A	\$45,100	6th	N/A	\$46,228	6th	N/A	\$47,383	6th	N/A	\$46,438
	5th	N/A	\$44,200	5th	N/A	\$45,305	5th	N/A	\$46,438	5th	N/A	\$45,492
	4th	N/A	\$43,300	4th	N/A	\$44,383	4th	N/A	\$45,492	4th	N/A	\$44,547
	3rd	N/A	\$42,400	3rd	N/A	\$43,460	3rd	N/A	\$44,547	3rd	N/A	\$43,601
	2nd	N/A	\$41,500	2nd	N/A	\$42,538	2nd	N/A	\$43,601	2nd	N/A	\$42,655
	1st	N/A	\$40,600	1st	N/A	\$41,615	1st	N/A	\$42,655	1st	N/A	\$41,709

Level	Level Descriptors
Level 8	<ul style="list-style-type: none"> <li>• Positions are generally <b>senior managers</b> with budgetary responsibilities that manage large and complex sets of resources to achieve Forests NSW's goals. Focus is on <b>developing, shaping and evaluating business plans</b> for the area within the division and provides input into strategic decision making.</li> </ul> <p><i>Skills and Experience</i></p> <ul style="list-style-type: none"> <li>• Positions at this level typically require at least tertiary qualifications (or equivalent relevant experience and/or qualifications), with <b>years of experience</b>, highly specialised commercial, professional, technical, or advanced managerial capability to drive and implement Forests NSW's strategies.</li> </ul> <p><i>Typical Work Level Features</i></p> <ul style="list-style-type: none"> <li>• Positions work in a <b>complex and specialised environment</b> that require considerable interpretation and understanding of Forests' operations and the particular subject matter.</li> <li>• Positions are required to <b>formulate policies and practices</b> and require the <b>persuade others</b> to adopt particular procedures, methods or strategies where there are conflicting interest and opinions.</li> </ul>
Level 7	<ul style="list-style-type: none"> <li>• Positions are generally managers that <b>manage a professional team</b> engaged in a complex technical/ professional/ clinical environment that require integration of diverse skill sets and resources.</li> <li>• Focus is on <b>developing and driving short to medium term operational plans</b> based on Forests NSW's strategy and delivering services and advice that have a direct impact of the area.</li> </ul> <p><i>Skills and Experience</i></p> <ul style="list-style-type: none"> <li>• Positions at this level typically require at least tertiary qualifications (or equivalent relevant experience and/or qualifications), with experience and <b>specialised knowledge</b> of complex, yet conventional methods and techniques.</li> </ul> <p><i>Typical Work Level Features</i></p> <ul style="list-style-type: none"> <li>• Positions work in a <b>complex and specialised environment</b> that require planning, organising and controlling work of staff and adapting systems to achieve objectives.</li> <li>• Positions are requiring the ability to <b>lead and motivate others to cooperate</b> in resolving conflicts over priorities, the use of resources, techniques and processes.</li> </ul>

Level	Level Descriptors
Level 6	<ul style="list-style-type: none"> <li>• Positions are typically <b>team leaders of professionals</b> that provide oversight, coordinate and manage the integration of tasks within activities and/or activities within a function.</li> <li>• Focus is on <b>interpreting and implementing short to medium term operational plans</b> based on Forests NSW’s strategy and delivering services that have a direct impact of the area.</li> </ul> <p><i>Skills and Experience</i></p> <ul style="list-style-type: none"> <li>• Positions at this level typically require at least tertiary qualifications (or equivalent relevant experience and/or qualifications), with experience and <b>well developed skills</b> in a specialised discipline.</li> </ul> <p><i>Typical Work Level Features</i></p> <ul style="list-style-type: none"> <li>• Positions work in a <b>complex and specialised environment</b> and may be required to develop operational methods or specific operational policies, practices and standards.</li> <li>• Positions are required to <b>resolve problems</b> and are more actively involved in <b>influencing and convincing</b> others in the pursuit or achievement of specific and set objectives.</li> </ul>
Level 5	<ul style="list-style-type: none"> <li>• Positions are typically <b>professionals</b> that have an operational, administrative, commercial or management focus and provide guidance and support for activities within a job area.</li> <li>• Focus is on <b>delivering according to short-term operational plans</b> based on Forests NSW’s strategy and delivering services that have a direct impact of the area.</li> </ul> <p><i>Skills and Experience</i></p> <ul style="list-style-type: none"> <li>• Positions at this level typically require at least tertiary qualifications (or equivalent relevant experience and/or qualifications), with experience and is proficient in applying established technical, professional, administrative or commercial disciplines.</li> </ul> <p><i>Typical Work Level Features</i></p> <ul style="list-style-type: none"> <li>• Positions work in a <b>complex and specialised environment</b> and may be required to modify operational methods or specific operational policies, practices and standards.</li> <li>• Positions are required to <b>resolve recurring issues</b> that occur within existing organisational or professional knowledge and experience, and are more actively involved in <b>influencing and convincing</b> others in the pursuit or achievement of specific and set objectives.</li> </ul>

Level	Level Descriptors
Level 4	<ul style="list-style-type: none"> <li>• Positions are typically <b>senior para-professionals</b>, where roles typically will have responsibility for an end-to-end process of work within a particular job area.</li> <li>• Focus is on <b>achieving day-to-day operational objectives</b> and have some independence to prioritise and manage their own work plan.</li> </ul> <p><i>Skills and Experience</i></p> <ul style="list-style-type: none"> <li>• Positions at this level typically are para-professional positions requiring a degree or qualifications (or equivalent relevant experience and/or qualifications) and some relevant work experience.</li> </ul> <p><i>Typical Work Level Features</i></p> <ul style="list-style-type: none"> <li>• Positions work with a <b>range of varied techniques, systems, methods or processes</b>, where there typically are <b>regular requirements for some adaption to established techniques, processes and guidelines</b> that affect the way work is organised and performed.</li> <li>• Positions typically require <b>somewhat developed interpersonal skills</b> in order to encourage and support team members, where prime communications are <b>mainly internal</b> rather than external.</li> </ul>
Level 3	<ul style="list-style-type: none"> <li>• Positions are typically para-professionals or experienced trained fieldworkers in a technical/ operational field.</li> <li>• Focus is on achieving day-to-day operational objectives that may have some impact on others within the job area including contactors, sub contractors, staff.</li> </ul> <p><i>Skills and Experience</i></p> <ul style="list-style-type: none"> <li>• Positions at this level typically have experience in understanding and applying the methods, structures and operations of the work area, where experience fieldworkers may have <b>detailed technical knowledge and qualifications complemented by applied practice.</b></li> </ul> <p><i>Typical Work Level Features</i></p> <ul style="list-style-type: none"> <li>• Positions work with a range of varied techniques, systems, methods or processes, where their objectives, procedures and operating standards are defined through guidelines, requirements and recognised techniques and methods associated with the discipline.</li> <li>• Positions typically require developed interpersonal skills, where prime communications while primarily internal require negotiations skills within clear parameters, who share common interests, with the aim of reaching consensus through flexibility and compromise.</li> </ul>



Level	Level Descriptors
Level 2	<ul style="list-style-type: none"> <li>• Positions are typically administration/ coordinators or fieldworker’s positions, with the focus on achieving day-to-day activities and outputs, normally under supervision and according to specific operational targets.</li> <li>• Fieldworkers at this level have skills in supervising teams and the qualified use of plant and equipment</li> </ul> <p><b><i>Skills and Experience</i></b></p> <ul style="list-style-type: none"> <li>• Positions at this level typically have knowledge gained through advanced certificate/diploma or vocational training, with the ability to apply the methods, structures and operations of the work area.</li> </ul> <p><b><i>Typical Work Level Features</i></b></p> <ul style="list-style-type: none"> <li>• Positions work with a range of varied techniques, systems, methods or processes, where there defined guidelines and policies will usually determine the most suitable or appropriate course of action, where guidance is available.</li> <li>• Positions typically require convey information to obtain cooperation from internal/ external stakeholders with shared interests.</li> </ul>
Level 1	<ul style="list-style-type: none"> <li>• Positions are typically fieldworker/ support positions requiring to complete specific tasks, under close supervision, according to specifications, standard work procedures, guidelines and clear instructions.</li> </ul> <p><b><i>Skills and Experience</i></b></p> <ul style="list-style-type: none"> <li>• Positions at this level typically are able to understand and apply technology, work practices, workflow and work procedures in the area.</li> </ul> <p><b><i>Typical Work Level Features</i></b></p> <ul style="list-style-type: none"> <li>• Positions follow set procedures and require basic communication to resolve of minor problems.</li> </ul>

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## Schedule 2 – Definitions

**Central/Western Division Employee** means an employee employed in an office-based role and who is stationed indefinitely in a location in either the Western or Central Division of New South Wales described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* (NSW) before its repeal.

**Chemical Handling Duties** means duties for which you are directed by Forests NSW to use pesticides and herbicides, or to engage in sealing and working with bitumen, and for which you are required to wear full protection (that is, all of: face shields; overalls, elbow length gloves, and boots) for the application of the pesticides, herbicides or bitumen.

**Commission** means the Industrial Relations Commission of New South Wales but then, following the transfer of this Agreement to the Forestry Corporation, Fair Work Australia.

**Continuous Service** means your period of service with Forests NSW, including any service with other employers which is deemed by this Agreement or by applicable laws to be service with Forests NSW. Generally, and unless expressly provided otherwise by this Agreement:

- periods of authorised paid leave will count towards your length of service; and
- periods of authorised unpaid leave will not count towards your length of service but will not break your continuous service.

For the avoidance of doubt, if you are employed by Forests NSW at the time of corporatisation, your service with Forests NSW will be recognised by the Forestry Corporation for all service-related entitlements (except to the extent that you have already had the benefit of such entitlements whilst employed with Forests NSW). Your continuity of service will not be broken solely as a result of corporatisation.

**Crew Leader** means the role of 'Crew Leader' (or its equivalent) as defined or its equivalent as defined and set out in Forests NSW's Incident Management Procedure IMP 12/14.

**Division Commander** means an individual working under the direction of the Operations Officer who has been appointed to have overall command of a division of the fire and is responsible for the implementation of the portion of the Incident Action Plan (**IAP**) that pertains to that division.

**Domestic Violence** means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

**Eligible Community Service Activity** includes:

- jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- a voluntary emergency management activity.

**Fire Fighting** means duties that Forests NSW directs you to perform as part of a Fire Incident, including fire fighting duties, fire fighting on an active fire ground, management, logistics and support and 'mop up' after a fire. The State Fire Manager or his/her delegate will notify all employees when a Fire Incident starts and finishes, and your manager (or the Division Commander or Sector Commander or Crew Leader will direct you regarding your duties during a Fire Incident. It does not include patrol of the fire after mop up, hazard reduction burning, travel to and from other regions to undertake fire fighting or fire detection during your normal working hours (including fire patrol and fire tower duty, and Fire Standby).

**Fire Incident** means an unscheduled wildfire incident as declared by the Chief Executive Officer or his/her delegate.

**Immediate Family** means:

- your spouse, de facto partner, child, parent, grandparent, grandchild or sibling; or
- a child, parent, grandparent, grandchild or sibling of your spouse or de facto partner.

**Joint Consultative Committee** or **JCC** means a committee of PSA, AWU and AMWU delegates, and representatives of Forests NSW. The number of representatives will be agreed by the parties. The JCC will meet quarterly on dates to be agreed by the parties. The JCC may consider any matter arising under this Agreement.

**NAIDOC** means the National Aborigines and Islanders Day Observance Committee.

**Operations Officer** means 'Operations Officer' (or its equivalent) as defined and set out in Forests NSW's Incident Management Procedure IMP 12/04.

**Primary Carer** means, in relation to a child, that the child is in your care during your parental leave period and you meet the child's physical needs more than anyone else in that period.

**Recognised Emergency Management Body** means:

- (a) a body, or part of a body, that has a role or function under a plan that is for coping with emergencies and/or disasters and is prepared by the Commonwealth, a State or a Territory; or
- (b) a fire-fighting, civil defence or rescue body, or part of such a body; or
- (c) any other body, or part of a body, a substantial purpose of which involves:
  - securing the safety of persons or animals in an emergency or natural disaster; or
  - protecting property in an emergency or natural disaster; or
  - otherwise responding to an emergency or natural disaster;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under the community service leave provisions of this Agreement.

**Secondary Carer** means, in relation to a child, that you are the spouse or de facto (including same sex) partner of the Primary Carer and you are not the Primary Carer during your parental leave period.

**Sector Commander** means 'Sector Commander' (or its equivalent) as defined and set out in Forests Incident Management Procedure IMP 12/13.

**Shift Worker** means an employee who works on a shift work roster in accordance with clause 0 of this Agreement.

**State Fire Manager** means the Manager of Corporate Fire Branch (**CFB**), a specialist fire management and leadership position at a senior corporate level focusing on fire issues and fire risk to Forests NSW.

**Task Based Assessment** or **TBA** means an assessment of your fitness and capacity to undertake Fire Fighting, or other fire fighting activity during your employment.

**Voluntary Emergency Management Activity** means that:

- you engage in an activity that involves dealing with an emergency or natural disaster; and
- you do so on a volunteer basis (whether or not you directly or indirectly take or agree to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- you are a member of, or has a member-like association with, a recognised emergency management body; and
- either you were asked by or on behalf of the body to engage in the activity or, you were not asked but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that you would have been asked.

**Voluntary Emergency Management** does not mean Fire Fighting within the meaning of this Agreement.

**Workers Compensation Act** means the *Workers Compensation Act 1987* (NSW), as in force from time to time.

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## Schedule 3 – Transitional arrangements

1. This Schedule 3 applies only to employees who are employed by Forests NSW as at the date this Agreement starts to operate.
2. Your initial base salary under this Agreement will be equal to or greater than the base salary you would have been entitled to under the state award that applied to you before this Agreement started to operate.
3. If you are employed in classification Levels 4 to 6 as at the date this Agreement starts to operate and, but for the operation of this Agreement, you would have been eligible under the applicable state award for salary progression by way of annual increments within your classification (as it was immediately before this Agreement started to operate), your base salary will increase annually at least to the incremental base salary which would have applied under the applicable state award. This arrangement will operate until your base salary reaches the salary rate for the maximum increment within that classification (as adjusted from time to time in the state award that would have applied to you in the state system but for this Agreement), at which time it will cease.
4. If, on the date this Agreement starts to operate:
  - a. your classification under the applicable state award will transition into Level 4 or Level 5 in the classification structure in Schedule 1; and
  - b. your initial base salary as determined under item 2 of this Schedule 5 is equivalent to or greater than that of one or more employees in classifications under the applicable state award(s) which will transition into the next highest Level,

you will be deemed to be classified in the higher of the two Levels.
5. If you are employed in Levels 7 or 8 in the classification structure in Schedule 1, the initial salary component of your Total Fixed Remuneration includes an amount to compensate you for the allowances, compensatory travel leave, overtime and flexible hours credit you would have been entitled to under the state award that applied to you before this Agreement started to operate.
6. If, immediately before the date on which this Agreement starts to operate, you were entitled to a remote area annual leave allowance, you will continue to receive an allowance once in any period of 12 months as follows:
  - a. if you are indefinitely stationed in a remote area of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Chief Executive Officer or his/her delegate; and
  - b. you proceed on annual leave to any place which is at least 480 kilometres by the nearest practicable route from your location in that area,

by private motor vehicle – the appropriate ATO rate for your vehicle up to a maximum of 2,850 km (less \$45.25), or for other transport your actual rail fare(s) (less \$45.25). You will also be reimbursed for your actual expenses in excess of \$45.25 up to a maximum of \$149.65 (or \$303 if you are travelling with dependants). The allowances in this clause will be adjusted on 1 July 2013 and 1 July 2014 in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

7. If, immediately before the date on which this Agreement starts to operate, you were employed as an apprentice, you will be continue to be employed under this Agreement for as long as you are an apprentice. You will be entitled to:
- a. the rate of pay, based on your classification, as set out in the following table:

		Year	From first full pay period on or after commencement*		Year	From first full pay period on or after 1 July 2013		Year	From first full pay period on or after 1 July 2014	
		Pay ranges		Ranges		Pay Ranges				
Adult Apprentice Mechanics	Apprentice Rates	4th		\$44,028	4th		\$45,129	4th		\$46,257
		3rd		\$42,071	3rd		\$43,123	3rd		\$44,201
		2nd		\$40,604	2nd		\$41,619	2nd		\$42,659
		1st		\$38,158	1st		\$39,112	1st		\$40,089
Apprentice Mechanics	Apprentice Rates	4th		\$43,050	4th		\$44,126	4th		\$45,229
		3rd		\$36,690	3rd		\$37,607	3rd		\$38,547
		2nd		\$26,906	2nd		\$27,579	2nd		\$28,268
		1st		\$20,546	1st		\$21,060	1st		\$21,587

\*From commencement date of operation of this agreement

- b. When required to attend block release at a location where it is not practical to return home daily, reimbursement of the cost of public transport, accommodation, meal and incidental expenses, on presentation of receipts;
- c. Reimbursement at single time rates for travel to and from block release or single day attendance, outside normal working hours;
- d. For single day attendance where fares are in excess of those incurred in travelling to and from your normal place of work, you will be reimbursed fares based on public transport rates, on presentation of receipts.
8. The following table sets out the classification translation for employees moving from the applicable classification under the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) – Forests NSW Fieldwork and Other Staff Reviewed Award 2012 (as it was immediately before this Agreement started to operate) to classification Levels 1 to 3 in Schedule 1:

Levels 1-3	Pay Points	Award Level (Fieldwork)
<b>Level 3</b>		
	Max	
	Additional Salary Zone	
	6th	
	5th	Fieldworker Level 6.4
	4th	Fieldworker Level 6.3
	3rd	Fieldworker Level 6.2
	2nd	Fieldworker Level 6.1
	1st	
<b>Level 2</b>	Max	
	Additional Salary Zone	
	6th	
	5th	Fieldworker Level 5.3 Fieldworker Level 5.2
	4th	Fieldworker Level 5.1
	3rd	Fieldworker Level 4.4
	2nd	Fieldworker Level 4.3
	1st	Fieldworker Level 4.2 Fieldworker Level 4.1
	<b>Level 1</b>	6th
5th		Fieldworker Level 3.1
4th		
3rd		Fieldworker Level 2.0
2nd		Fieldworker Level 1.0
1st		

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**Schedule 4 – Allowances**

<b>Clause</b>	<b>Allowance</b>	<b>Rate</b>	
0	Fire fighting incentive	\$272 / year	
0	First aid	\$15.10 / week	
0	Chemical handling	\$14.80 / day	
0	Sludge allowance	\$0.98 / hour	
0	Travel allowance (Level 1-3 field-based)	3-10 km, \$4.30 / day  10-20 km, \$11.60 / day  20-30 km \$14.90 / day  30-40 km, \$21.30 / day  40+ km, \$24.00 / day	
0	Excess travel	Hourly rate for an employee with an annual salary of \$74,741 (maximum)	
0(a)	Incidental allowance	\$17.85 / day	
0	Travel-related meal allowances	Capital cities and high cost country centres	Tier 2 and other country areas
	<ul style="list-style-type: none"> <li>▪ Breakfast expenses (when travel starts before 6.00am)</li> <li>▪ Lunch expenses (when you are unable to have lunch at your normal workplace)</li> <li>▪ Dinner expenses (when travel goes beyond 6.30pm)</li> </ul>	\$24.35  \$27.35  \$46.70	\$21.80  \$24.90  \$42.90
0	Daily rate of travel allowance (based on location of travel)	<b>Capital cities</b>	<b>Per day</b>
		Adelaide	\$273.25
		Brisbane	\$317.25
		Canberra	\$281.25
		Darwin	\$305.25
		Hobart	\$248.25
		Melbourne	\$289.25
		Perth	\$349.25
		Sydney	\$299.25



Clause	Allowance	Rate	
		<b>High cost country centres</b>	<b>Per day</b>
		Alice Springs (NT)	\$266.25
		Bourke (NSW)	\$281.25
		Bright (VIC)	\$252.25
		Broome (WA)	\$326.25
		Bunbury (WA)	\$271.25
		Burnie (TAS)	\$251.25
		Cairns (QLD)	\$256.25
		Carnarvon (WA)	\$267.25
		Castlemaine (VIC)	\$249.25
		Chinchilla (QLD)	\$249.25
		Christmas Island (WA)	\$266.25
		Dampier (WA)	\$291.25
		Derby (WA)	\$298.25
		Echuca (VIC)	\$239.25
		Emerald (QLD)	\$257.25
		Exmouth (WA)	\$371.25
		Geelong (VIC)	\$252.25
		Geraldton (WA)	\$251.25
		Gladstone (QLD)	\$303.25
		Gold Coast (QLD)	\$265.25
		Halls Creek (WA)	\$281.25
		Horn Island (QLD)	\$285.25
		Jabiru (NT)	\$308.25
		Kalgoorlie (WA)	\$275.25
		Karratha (WA)	\$463.25
		Katherine (NT)	\$250.25
		Kununurra (WA)	\$318.25
		Mackay (QLD)	\$257.25
		Mount Isa (QLD)	\$276.25
		Newcastle (NSW)	\$259.25
		Newman (WA)	\$311.25
		Norfolk Island	\$306.25
		Port Hedland (WA)	\$375.25
		Port Pirie (SA)	\$256.25
		Thursday Island (QLD)	\$296.25
		Wagga Wagga (NSW)	\$250.25
		Weipa (QLD)	\$254.25
		Wilpena-Pound (SA)	\$283.25
		Wollongong (NSW)	\$252.25
		Whyalla (SA)	261.25
		Yulara (NT)	\$360.25
		<b>Tier 2 country centres</b>	<b>Per day</b>
		Albany (WA)	\$234.45
		Ararat (VIC)	\$234.45
		Armidale (NSW)	\$234.45
		Bairnsdale (VIC)	\$234.45
		Ballarat (VIC)	\$234.45
		Bathurst (NSW)	\$234.45
		Bendigo (VIC)	\$234.45
		Bordertown (SA)	\$234.45
		Broken Hill (NSW)	\$234.45
		Bundaberg (QLD)	\$234.45
		Ceduna (SA)	\$234.45
		Cocos (Keeling) Islands	\$234.45
		Coffs Harbour (NSW)	\$234.45
		Cooma (NSW)	\$234.45

Clause	Allowance	Rate
		Dalby (QLD) \$234.45 Devonport (TAS) \$234.45 Dubbo (NSW) \$234.45 Esperance (WA) \$234.45 Gosford (NSW) \$234.45 Goulburn (NSW) \$234.45 Hamilton (VIC) \$234.45 Hervey Bay (QLD) \$234.45 Horsham (VIC) \$234.45 Innisfail (QLD) \$234.45 Kadina (SA) \$234.45 Kingaroy (QLD) \$234.45 Launceston (TAS) \$234.45 Maitland (NSW) \$234.45 Mildura (VIC) \$234.45 Mount Gambier (SA) \$234.45 Mudgee (NSW) \$234.45 Muswellbrook (NSW) \$234.45 Naracoorte (SA) \$234.45 Orange (NSW) \$234.45 Port Augusta (SA) \$234.45 Portland (VIC) \$234.45 Port Lincoln (SA) \$234.45 Port Macquarie (NSW) \$234.45 Queanbeyan (NSW) \$234.45 Renmark (SA) \$234.45 Rockhampton (QLD) \$234.45 Roma (QLD) \$234.45 Seymour (VIC) \$234.45 Swan Hill (VIC) \$234.45 Tamworth (NSW) \$234.45 Tennant Creek (NT) \$234.45 Toowoomba (QLD) \$234.45 Townsville (QLD) \$234.45 Tumut (NSW) \$234.45 Warrnambool (VIC) \$234.45 Wonthaggi (VIC) \$234.45  <b>Other country centres</b> \$213.45
0	Overtime meal allowance	\$27.10 (breakfast, lunch or dinner) \$9.95 (supper)
0	Tool allowance	\$ 28.60 / week
0	Height allowance	\$0.71 / hour
0	Tower allowance	\$0.71 / hour
0	Composite camping allowance	\$138.30 / 24 hours (pro rata)
0	Remote area allowance	
	With dependants	
	Grade A	\$1835 / year
	Grade B	\$2434 / year
	Grade C	\$3250 / year
	Without dependants	
	Grade A	\$1280 / year
	Grade B	\$1706 / year

Clause	Allowance	Rate
	Grade C	\$2276 / year
0	Protestors allowance	Daily rate equivalent to an annual salary \$74,741
0	Flying allowance	\$18.40 / hour
0	Community language allowance	Base level rate \$1,224 / year Higher level rate \$1,839 / year
0 & 0	Uniform laundry allowance	\$4.40 / week
	Boot allowance	\$287 / year
0	Accredited assessor allowance	\$7.39 / hour
0	Division Commander	Hourly rate equivalent to an annual salary \$74,741/ hour

During the nominal term of this Agreement, allowances will be adjusted as follows:

- a) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office from time to time:
  - overtime meal allowances, for breakfast, lunch and dinner (clause 0);
  - incidental allowance (clause 0(a));
  - travel-related meal allowances (clause 0);
  - daily rate of travel compensation (clause 0(b)).
- b) Allowances listed in this paragraph will be determined and become effective from 1 July 2013 and 1 July 2014 at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office:
  - allowances payable for the use of private motor vehicle (clause 0 and 0).
- c) Allowances listed in this paragraph will be adjusted on 1 July 2013 and 1 July 2014 in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
  - fire fighting incentive (0);
  - camping composite allowance (clause 0);
  - remote area allowance (clause 0);
  - boot allowance and uniform laundry allowance (clauses 0 and 0);
  - accredited assessor allowance (clause 0).

Allowances payable in terms of clauses listed in this paragraph will be subject to a 2.5% increase effective from the first full pay period on or after 1 July 2013 and 1 July 2014 respectively:

- first aid allowance (clause 0);
- chemical handling allowance (clause 0);
- sludge allowance (clause 0);
- tool allowance (clause 0);
- height allowance (clause 0);
- tower allowance (clause 0);
- protestors allowance (clause 0);
- flying allowance (clause 0);
- community language allowance (clause 0);
- Division Commander (clause 0).

In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

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## Schedule 5 – Compulsory relocation

### Clause 0

1. Where two staff members who cohabit relocate together to the same location, reimbursement of expenses must not be claimed twice e.g. conveyance and stamp duty. Where applicable, you may claim the leave concessions.
2. Unless otherwise approved by the Chief Executive Officer or his/her delegate, you are not eligible for the benefits in this Schedule 5 if you change work location (and location of your principal residence):
  - at your own request;
  - if you have applied for a position and obtained it through a merit selection process;
  - under an arrangement between you and another employee to exchange positions;
  - if you can reasonably commute to the new location;
  - where the old location and the new location are part of the metropolitan area i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or
  - on account of any misconduct by you.
3. If you are required to relocate, you will be given at least 10 working days of notice in writing (except in special or urgent circumstances) and Forests NSW will give you as much notice as is practicable.
4. You will be given special leave of up to 5 working days as necessary to carry out any of the following activities:
  - visit the new location to obtain accommodation;
  - prepare and pack personal and household effects prior to removal;
  - arrange storage;
  - travel to the new location for the purpose of commencing duty;
  - clean the premises being vacated;
  - occupy and settle into the new premises.
5. Subject to operational requirements, if you have not been able to secure permanent accommodation at your new location, you be entitled to special leave for the amount of time required to travel to and from your home to enable you to spend 2 consecutive days and nights at home each 4 weeks. Where a public holiday occurs immediately before or after such leave, your leave will be extended by a day and a night for each such public holiday.
6. You will be entitled to an economy airfare or reimbursement for the use of a private vehicle paid at the rate provided for in clauses 0 or 0 of this Agreement, whichever is the lesser in value, on the following basis:

- for you and one member of your household to travel to the new location to seek accommodation;
  - for you and all members of your household to travel to the new location so that you can commence duty;
  - for you to go on special leave under item 5 of this Schedule 5 above.
7. When you travel to the new location to seek new accommodation you will be reimbursed for the costs you reasonably incur for overnight accommodation and meals for the journey to and from the new location for 2 people. You must provide receipts in support of your expense claims.
8. If you are relocated and you use commercially provided temporary accommodation (such as a hotel, but excluding government-owned residences), you will receive benefit for a period of up to 4 weeks, in one of the following forms:
- if you do not have any dependant relatives, you will be reimbursed up to 50% of the cost of accommodation (evidenced by receipts), provided that the total amount to be reimbursed does not exceed \$254 per week;
  - if you have dependant relatives, you will be reimbursed up to a maximum of \$254 for the cost of accommodation per week plus an additional \$27 for each dependent child who is 6 years and over (max. contribution \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Combined annual salary of you and your spouse	Weekly cost of accommodation	Each dependent child 6 yrs of age and over
		(max. contribution \$54 per week)
Up to \$28,233	\$218	\$27 / week
\$28,234 to 35,980	\$239	\$27 / week
\$35,981 to 46,258	\$262	\$27 / week
\$46,259 to 59,477	\$324	\$27 / week
\$59,478 and over	\$412	\$27 / week

9. If you are required to move to the new location ahead of your dependants, you will be reimbursed up to a maximum of \$254 per week, providing the cost of accommodation is in excess of \$51 per week.
10. Temporary accommodation benefits will be discontinued if you reject suitable accommodation at your new location.
11. You are entitled to reimbursement for the costs incurred in removing personal and household effects to the new location (as supported by receipts) including:
- expenses reasonably incurred by your family for meals and accommodation during the course of the journey;
  - cost of transporting a second vehicle by either rail, road transport or driving (motor vehicle allowance to be paid at rate) to your new location;

- cost of insuring furniture and effects whilst in transit up to an insured value of \$38,000;
  - an advance payment up to a maximum approved by the Chief Executive Officer or his/her delegate to cover the whole or part of the removal expenses provided that you repay any unused portion within one month of incurring the cost of removal.
12. If Forests NSW is satisfied that you have removed a substantial portion of your household's furniture, furnishings and fittings, you will be paid a depreciation and disturbance allowance of \$1,126 as compensation for the accelerated depreciation of personal and household effects to the value of \$7,037, or pro rata if the value is less.
13. You will be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependent child undertaking Year 12 where the elected subjects are not available at a school in your new location. You will be required to provide a certificate from the Department of Education and Communities confirming that the elected subjects are not available at your new location. You will also be reimbursed costs for the replacement of essential school clothing and ancillary items for each dependent child required to change schools as a result of your transfer from the former location to the new location subject to advice from the new school (and as supported by receipts).
14. If you sell a residence at your old location and buy a residence (or land upon which to build a residence), as a result of the transfer to the new location, you will be reimbursed for transaction expenses, being:
- professional costs and disbursements of a solicitor or registered conveyancing company;
  - stamp duty on the purchase;
  - real estate agent commission on the sale of former residence;
  - registration fees on transfers and mortgages on the residence, or the land and a house erected on the land; and
  - stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions for the sale and purchase.

Transaction expenses will only be paid where the sale and purchase are completed up to 2 years after any relocation. Other than for stamp duty, a maximum property value of \$520,000 per property for sale and purchase will determine the limit of transaction expenses paid to you.

15. You will receive reimbursement for the following incidental costs of relocation (as supported by receipts):
- council rates and charges levied upon an unsold former residence for any period during which the former residence remains untenanted to allow the sale of the property;
  - gas and electricity connection costs to the new residence, and telephone connection (provided the telephone was connected at your former residence);
  - survey certificates and pest inspection costs for the new residence; and
  - mail re-direction from the former residence to the new residence for one month.

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## Signing Page

Signed on behalf of The Forestry Commission of New South Wales trading as Forests NSW

_____ Name	_____ Position
_____ Signature	_____ Date

Signed on behalf of the Public Service Association and Professional Officers' Association  
Amalgamated Union of New South Wales

_____ Name	_____ Position
_____ Signature	_____ Date

Signed on behalf of the Australian Workers' Union, New South Wales

_____ Name	_____ Position
_____ Signature	_____ Date

Signed on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries  
Union, New South Wales Branch (known as the Australian Manufacturing Workers Union)

_____ Name	_____ Position
_____ Signature	_____ Date



\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date