

Environmental Protection Agency (Rangers) - Certified Agreement 2004 TABLE OF CONTENTS

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s 156 - certification of an agreement

Environmental Protection Agency (Rangers) - Certified Agreement 2004

(No. CA82 of 2004)

COMMISSIONER BROWN

12 March 2004

CERTIFICATE

This matter coming on for hearing before the Commission on 12 March 2004 the Commission certifies the following written agreement Environmental Protection Agency (Rangers) - Certified Agreement 2004 (CA82 of 2004) [as amended]

made between:

Environmental Protection Agency; and

The Australian Workers' Union of Employees, Queensland.

The agreement was certified by the Commission on 12 March 2004 and shall operate from 12 March 2004 until its nominal expiry on 31 July 2006.

By the Commission,

D.K. BROWN
Commissioner

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s 156

Environmental Protection Agency

AND

The Australian Workers' Union of Employees, Queensland

(No. CA82 of 2004)

APPLICATION FOR CERTIFICATION OF AGREEMENT

ENVIRONMENTAL PROTECTION AGENCY (RANGERS) - CERTIFIED AGREEMENT 2004

THIS AGREEMENT, attachment A, having been made under the *Industrial Relations Act 1999* on 23 February 2004, BETWEEN Environmental Protection Agency and The Australian Workers' Union of Employees, Queensland.

All the parties to the agreement now seek certification of the agreement under chapter 6, part 1 of the Act.

Particulars of current or previous certified agreement(s)

(a) State Government Departments Certified Agreement 2003 No (CA377 of 2003)

This Agreement does not replace the Agreement in (a) above.

Signed by the Director-General of the Environment Protection Agency) JAMES ANTHONY
PURTILL

In the presence of:) BRIAN CARROLL

Attachment A**PART 1 - PRELIMINARY****1.1 Title**

This Agreement shall be known as the Environmental Protection Agency (Rangers) - Certified Agreement 2004.

1.2 Arrangement

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PART 5 - DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURES**PART 6 - RENEWAL OF AGREEMENT****1.3 Parties Bound**

The parties bound by this Agreement are: -

Environmental Protection Agency
The Australian Workers' Union of Employees, Queensland

1.4 Application

This Agreement shall apply to all rangers employed by the Environmental Protection Agency under the terms and conditions of the Conservation Parks and Wildlife Employees Award - State Government 2003.

1.5 Date and Period of Operation

This Agreement shall operate from 12 March 2004 and shall remain in force until 31st July 2006. All initiatives contained in this Agreement (excluding the Accrued Time Leave Guidelines) will be implemented from the date of certification of the Agreement and will remain in force until 31st July 2006. The Accrued Time Leave Guidelines will be introduced from 3rd April 2004.

1.6 Posting of Agreement

A copy of this Agreement shall be exhibited in a conspicuous and convenient place on-site at Environmental Protection Agency offices and workplaces so as to be easily read by all employees covered by this Agreement.

1.7 Relationship with Parent Awards and Agreements

- (1) In accordance with Section 165 of the *Industrial Relations Act 1999*, this Agreement shall be read and interpreted wholly in conjunction with existing Awards and Industrial Agreements covering employees subject to this Agreement, and where there is any inconsistency, this Agreement shall take precedence.
- (2) Relevant Awards and Industrial Agreements are: -

Conservation Parks and Wildlife Employees Award - State Government 2003
State Government Departments Certified Agreement 2003

1.8 Continuation of Provisions in Previous Certified Agreement

The parties agree that the State Government Departments Certified Agreement 2003, including those provisions identified at Appendix 2 of that Certified Agreement will continue to apply as if they were part of this Agreement

unless specifically overridden or unless inconsistent with any of the provisions of this Agreement.

1.9 Equity Considerations

- (1) This Agreement will achieve the principal objects specified in sub-sections 3(c), 3(d) and 3(m) of the *Industrial Relations Act 1999*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (2) In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would: -
 - (a) Contravene the *Anti-Discrimination Act 1991*; or
 - (b) Discriminate on the basis of family responsibilities.

1.10 Agency Consultative Committee (ACC)

The Agency Consultative Committee will be utilised for the purposes of managing this Agreement. Nothing in this arrangement precludes the parties from inviting additional nominated representatives to attend meetings where necessary. The parties will meet monthly unless otherwise agreed.

All parties agree to cooperate in good faith and accept that they will make all possible efforts to reach agreement on any matter referred to the Agency Consultative Committee for consideration under this Agreement. Where agreement cannot be reached, action under Part 5 of this Agreement can be commenced.

1.11 Definitions and Abbreviations

ACC	means the "EPA's Agency Consultative Committee";
CPCC	means the "Central Peak Consultative Committee" as provided for in the State Government Departments Certified Agreement 2003;
CPWEA	means the "Conservation Parks and Wildlife Employees Award - State Government 2003";
EPA	means the "Environmental Protection Agency";
QPWS	means the "Queensland Parks and Wildlife Service";
AWU	means the "Australian Workers' Union of Employees, Queensland".

PART 2 - INTRODUCTION TO THE AGREEMENT

2.1 Aims of the Agreement

This Agreement intends to put in place specific employment conditions, which vary existing conditions as prescribed in the Conservation Parks and Wildlife Employees Award - State Government 2003.

These specific employment conditions have been negotiated to deliver agency-level flexibility, and to this end this Agreement complies with Clause 1.8 (Agency-Level Flexibility) of the State Government Departments Certified Agreement 2003.

This Agreement aims to benefit both EPA and relevant employees by: -

delivering agreed benefits to both employees and the organisation;
through its commitment to maximum employment security for tenured public sector employees; and
ensuring continued confidence of Government, industry, and the community in the EPA and the operations of the Queensland Parks and Wildlife Service.

PART 3 - EMPLOYMENT CONDITIONS

3.1 Conflict Resolution and Grievances

The parties to this Agreement recognise the importance of both minimising conflict within the workforce, and dealing with it in a fair and just manner when it has occurred. Both parties will continue to negotiate and develop suitable strategies to further improve workplace relationships in the future.

(1) Ranger Industrial Forum

The parties have agreed to form a 'Ranger Industrial Forum'. This forum will regularly communicate with the Agency to track ongoing progress in regard to the overall matters that

were the subject of the 'log of claims' and also to facilitate the identification and resolution of broad workplace issues.

Terms of reference

The terms of reference for the industrial forum will include the following: -

that the forum will meet on a quarterly basis (telephone hook-up, where necessary) membership will be a maximum of eight persons (four union and four management) where practicable representation will include rangers from each of the Regions within the QPWS

standing agenda items for discussion will include: -

progress on the rolling out of training packages for rangers;
analysis of information regarding current grievances affecting rangers (excluding the merits of the individual grievances) such as the number of mediations conducted, percentage of mediations that became grievances, timelines taken to progress grievances; and
rolling out of the housing program as described in this Agreement.

the forum can discuss any industrial issues affecting rangers employed under the terms of this Agreement (excluding the merit of individual grievances), provided that both parties agree to advise of any issues for discussion at least 2 weeks prior to the quarterly scheduled meetings. However, where practicable, attempts must be made to resolve the issue at the local level before being discussed at this forum.

(2) Mediation before Grievance Processes

Mediation

Mediation is a method of dispute settlement without legal action. Mediation is a meeting between the people in conflict, with one or two mediators present. The role of the mediator is to guide the discussion between the two sides allowing them to work out an agreement/solution that suits them both. Mediators do not take sides or sit in judgement.

The parties to this Agreement support the use of external mediators as the preferred option.

The parties agree that mediation will be promoted and made available where requested. The parties agree that a mediation fact sheet will be developed and implemented by the EPA in consultation with the AWU. Access to mediation in this process will extend to all employees of the EPA and to their families.

(3) Workplace Harassment

The parties agree to implement the recommendations of the Bullying Taskforce.

(4) Training Initiatives to Minimise Conflict

Conflict Management Training

The parties recognise that rangers are often placed in difficult, challenging, and at times threatening situations.

On this basis it is agreed that some form of conflict training will be a core-training package that will be made available to all rangers during the life of this Agreement who have not previously completed a similar program.

Management Training Program

The parties agree that the EPA roll out a Management Training Program. This program will be made available to permanent 005's and above who meet the Agency's requirements, namely:

1. they are a supervisor or team leader of three or more staff members; and

2. they have HR and Financial delegations of level 5 or level 6; and
3. they are a permanent employee of the Agency.

This program will be made available to employees during the life of this Agreement.

3.2 Accrued Time Leave (12 month trial)

The parties have agreed to introduce Accrued Time Leave (ATL) for rangers on a trial basis commencing on the 3rd April 2004 for a period of 12 months. ATL allows both rangers and management greater flexibility in deciding working arrangements.

During the 12 month trial an accrued time system in accordance with the terms and conditions set out in the Accrued Time Leave for Rangers Guidelines developed and agreed by the parties will apply (see attached Appendix 1).

At the conclusion of the 12-month trial the parties agree to conduct a review of the ATL system and one of the following outcomes will be implemented: -

- (a) The parties, being satisfied with the operation of ATL as provided for in the guidelines will agree to continue as per the guidelines.
- (b) At the conclusion of the review, if the parties mutually agree to an amendment to any sections of the Accrued Time Leave for Rangers Guidelines, such amendments will be made.
- (c) If at the conclusion of the 12-month trial the parties cannot agree on an appropriate ATL system, the Accrued Time Leave for Rangers Guidelines will cease to apply and the parties agree to return to applying the conditions under the CPWEA.

The parties agree that the Accrued Time Leave for Rangers Guidelines may only be amended through Agreement between the parties.

3.3 Accommodation Standards

Introduction

It is agreed between the parties that by the end of December 2005 all outstanding issues relating to accommodation standards will be addressed and all housing will meet the standards agreed between the parties.

The Agency has developed, in consultation with the union, an EPA Employee Housing Management Procedural Guide (the Guide) for the management of employee accommodation. Appendix B to the Guide contains information relating to rental charges, allocation of housing and options for purchasing Agency-owned housing.

The parties agree that Appendix B to the Guide incorporates a rental rebate to apply to rangers eligible for the restricted area allowance as per Clause 12 of the Supplementary Arrangements. Any changes to this rental rebate in Appendix B of the Guide may only be made by agreement of the parties.

An Agency Housing Committee will be established to deal with issues such as moderating the allocation of housing, rental rebates, disposal of surplus housing, evaluation of market rent and priority areas for new housing.

The Agency Housing Committee will consist of representatives appointed by Executive Directors of Corporate Development, Environmental Operations, Parks, together with Australian Workers' Union representatives and Queensland Public Sector Union representatives.

This Committee will meet following the annual audit of the local housing co-ordinators to moderate the disposal, rental or re-allocation of non-essential dwellings. The Committee will consider on a case-by-case basis the rationalisation of housing. The Committee will then forward its recommendations to the Executive Directors Parks or Environmental Operations.

The Committee will use the following criteria in order to make a recommendation as to whether the house remains or not, namely: -

- (a) the condition of the house and the cost required for the house to reach the standard required;
- (b) the advantages of effective management of the estate (eg, weighing up the benefits of having a house there);
- (c) whether or not agreement, contractual or verbal, has been entered into with the person currently occupying the house (this will apply to the existing tenant and not apply to future tenants);

- (d) a statement by the current tenant advising their reasons for the house to remain and be renovated to a required standard;
- (e) alternative possibilities for accommodation; and
- (f) any other submission or statement the committee deems relevant to consider.

The ultimate decision in relation to accommodation will be made by the Executive Director Parks following a recommendation by the Committee. Where the parties cannot reach agreement, the dispute avoidance and settlement procedures as per part 5 of this Agreement may be utilised.

The process for the Committee to follow in reaching the agreed standard for houses is as follows: -

- (i) Joint assessment of each house by the current tenant, a union representative and a management representative in relation to the requirements set out in clause 10 of the Supplementary Arrangements to the Conservation, Parks and Wildlife Employees Award - State Government 2003;
- (ii) Arising out of that assessment, the development of an agreed list pertaining to each house which lists all exceptions from the standard set out in clause 10 of the Supplementary Arrangements to the Conservation, Parks and Wildlife Employees Award - State Government 2003;
- (iii) A document signed by the current tenant, a union representative and a management representative indicating agreement on the house in question as to its suitability although it does not meet the existing standard set out in clause 10 of the Supplementary Arrangements to the Conservation, Parks and Wildlife Employees Award - State Government 2003;
- (iv) An agreement by management that the house will be maintained to the standard now agreed upon, with the acknowledgement that the house does not meet the standard set out in clause 10 of the Supplementary Arrangements to the Conservation, Parks and Wildlife Employees Award - State Government 2003 and is not required to; and
- (v) In future tenancy agreements, the new tenant/s should be advised of the exceptions in relation to the standard of the house from those listed in clause 10 of the Supplementary Arrangements to the Conservation, Parks and Wildlife Employees Award - State Government 2003.

Agreement has also been reached in relation to the single person accommodation standard. That standard is set out in clause 10 of the Supplementary Arrangements to the Conservation, Parks and Wildlife Employees Award - State Government 2003.

3.4 Support For Staff Roles: Emergency Services, Medical, Police

1. The EPA has agreed to respond to the AWU request to give clear operating directions and policy to any emergent issue that may be identified.

A memorandum has been sent to all staff regarding the Agency's support in responding to emergency situations after hours. A copy of the memorandum will be made available to all staff via the EPA's intranet, ROBIN.

The EPA undertakes to ensure that visitors to high priority parks are provided with information in regard to emergency support services during the life of this Agreement. (This will include installing site specific signage in regard to emergency information.)

2. Commercial Activity Permits

The EPA will negotiate for Tourist Operators and Resorts situated or operating in protected areas to have conditions in their future EPA Commercial Activity Permits stating that they are:

- (a) to take primary responsibility for the safety and security of their clients; and
- (b) to take primary responsibility to respond to any emergencies that may occur.

3. Emergency Preparedness Plans

A draft Emergency Preparedness Procedure is being developed for all Parks. As per the EPA's usual practice, this draft procedure will be available on ROBIN for comment by all staff when the Agreement is certified. The AWU will also be consulted on this Procedure prior to its implementation.

3.5 Hours of Work and Late Work

(1) Ordinary Rostered Hours of Work

Subject to the provisions of this clause the ordinary rostered hours of work of rangers shall be worked in accordance with a roster agreed upon between the employer and the majority of employees affected by the roster. Employees shall be notified one calendar week in advance of the roster cycle.

Any work performed outside the ordinary rostered hours of work is either accrued time leave or overtime.

(2) Change To Start And Finishing Times

Employees rostered starting and finishing times may only be altered by the employer to suit operational requirements with the agreement of the majority of employees affected.

(3) Early and/or Late Work

Where an employee works all or part of their ordinary rostered hours of duty after 6.00 pm and up until 6.00 am, that employee shall be paid an allowance of 15% per hour for all time worked during those hours. The allowance is not payable for hours worked on weekends or public holidays, which are ordinary rostered hours.

In those cases the weekend penalty rates as prescribed in clause 6.10 of the Conservation, Parks and Wildlife Employees' Award - State Government 2003 shall apply for ordinary hours worked between midnight on Friday and midnight on Sunday. Likewise all work performed on public holidays shall be paid in accordance with clause 7.10 of the Conservation, Parks and Wildlife Employees' Award - State Government 2003.

(4) The provisions of sub-clauses 1 and 2 above do not alter the provisions contained in clause 6.3 of the Conservation, Parks and Wildlife Employees' Award - State Government 2003.

3.6 Travel Arrangements

The EPA agrees to maintain payment for travelling arrangements at the same rate, as is the case for officers of the Agency.

3.7 Remote And Rural Incentives

(1) From April 2004 a spousal support network for families in remote areas will be established and operating. This network will utilise the Agency's IT Network and will also include personal communication (e.g. via telephone) on a monthly basis between a central organiser of the network and the remote area spouses.

(1) As part of the role of the Industrial Forum there will be an ongoing review into remote staffing sustainability. There will be ongoing joint efforts and investigations to improve staff sustainability in remote areas. As part of this a survey will be undertaken by July 2004 of as many present employees as practicable who have served in remote areas to help identify special needs and requirements.

3.8 Training

(1) The parties to this Agreement recognise and abide by the outcomes and determinations of the State Government Departments Certified Agreement 2003.

(2) The EPA agrees to deliver mandatory core skills training to rangers through the Conservation and Land Management program, where possible. Provision and updating of this training will be recognised and funded as an Agency priority. These courses will cover the following for ranger staff: -

- Fire Response
- Chainsaw
- Law enforcement
- OHS (including first aid)

Conflict management (including verbal conflict or equivalent course)
Incident control (Available to staff nominated by management)

- (3) EPA will maintain a central database that will track where training has been delivered. Records of such training will be provided in advance to the Industrial Forum prior to quarterly meetings in order to assess if training objectives are being met.
- (4) All existing employees will have received all core training currently not held by 31st July 2006. New employees will receive all mandatory core training pertaining to his/her position within two years from commencement of permanent employment with the QPWS. The EPA agrees to ensure that the existing skills and qualifications of ranger staff is kept up to date.

3.9 Conversion Of Casuals To Part-Time Permanent

The EPA is committed to ensuring permanent ongoing roles are not filled on a casual basis. To assist in ensuring this does not occur, information on the number and location of existing casual engagements and their length of service shall be provided on a six monthly basis to the Industrial Forum. The Forum will examine this data and ensure that the objective of avoiding permanent positions being filled on a casual basis is achieved.

3.10 Transfer Arrangements For Staff

A Transfer Database has been established to operate on a trial basis until January 2004. A review between the parties of the trial will commence in November 2003 to assess the merits of the Transfer Database.

3.11 Ration Run

- (1) The EPA has agreed to ensure that all remote area staff have a fair and equitable opportunity to purchase supplies and conduct personal business as stated in the Supplementary Arrangements to the CPWEA.

In any instance where a disagreement arises over the entitlement, the matter shall be dealt with expeditiously between the parties to this Agreement.

- (2) Use of Agency vehicles will be permitted when staff are on ration runs and for activities associated with ration runs.

3.12 Alternative methods for reporting for duty

Currently clause 4.2 of the CPWEA provides that all employees will commence and cease duty at their appointed headquarters and will be transported by the employer to and from the relevant areas of work.

It is agreed that alternative methods regarding working across various parks may be introduced subject to agreement between the parties. The Agency will work with employee representatives and unions to determine appropriate location clusters to enable efficient and effective utilisation of these arrangements.

The parties agree that no employee will suffer a reduction in the terms and conditions of their employment as a result of the introduction of any proposal within this clause. (This excludes arrangements described in clause 3.12 (2)(i) relating to travelling allowances.)

Proposals may include: -

- (1) Appointing Rangers To A Defined Area

This involves appointing certain rangers to a central base, which would be established within a defined area. The ranger then works at various parks across the defined area. This base would provide the ranger with an administrative base for mail to be sent and collected, for computers to be housed and assets to be stored and maintained.

- (2) Appointing Rangers to Defined Locations

These rangers would be appointed to a central base for a certain period of the year and then during the declared wet season, or where seasonal fluctuations reduce visitor numbers, they would be relocated to an alternative base for the duration of the season. During this period the ranger would be relocated to an alternate base, not affected by seasonal fluctuations, to

undertake similar duties. The ranger would then return to their central base after the end of the period.

(i) Relocation costs and travelling allowances

The Agency would incur the costs for relocation to the alternate base and return to their appointed central base pre and post the declared season. However, travelling allowances would not be paid during this period, as the alternate location would become their base for the period of the wet-season.

(ii) Accommodation

All rangers working under this arrangement will have accommodation provided by the Agency whilst at their alternate location. The same level of rent that was being paid at their central location would apply.

PART 4 - NO FURTHER CLAIMS AND RESERVED MATTERS

4.1 No Further Claims

- (1) The parties to this Agreement acknowledge that this Agreement constitutes a closed Agreement in settlement of all matters for its duration, except as prescribed at Clause 2.2, Subclauses (1) to (4) of the State Government Departments Certified Agreement 2003, and except for matters identified in this clause at 4.1(2).
- (2) The following are matters that both parties reserve the right to pursue in the form of an application to the Queensland Industrial Relations Commission to progress before the Commission during the life of this Agreement, or conclude a separate sub Agency Agreement to resolve: -

An allowance for work with Dangerous/Venomous/Infectious Animals
 Callout/Stand-by Allowance
 Fire-fighting Allowance
 Higher Duties
 Discipline
 Mobility
 Seasonal Rangers
 Anchoring out Allowance
 Master Allowance, Marine Engine Drive Allowance and the recognition of accredited qualifications.

PART 5 - DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURES

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation between the parties to this Agreement.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply: -
 - (a) the matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within forty-eight (48) hours and the procedure should not extend beyond seven (7) days;
 - (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond seven (7) days;
 - (c) if the matter remains unresolved it may be referred to the employee and/or their nominee and the CPCC for discussion and appropriate action. This process should not exceed

fourteen (14) days;

(d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.

(5) In terms of the *Industrial Relations Act 1999*, the Commission is empowered by this Agreement to settle and determine any matters in dispute.

(6) Nothing contained in this procedure shall prevent the union or the Agency from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

PART 6 - RENEWAL OF AGREEMENT

Regarding renewal or replacement of this Agreement, the parties to this Agreement shall commence discussions regarding terms and conditions no later than six months before the nominal expiry date of the Agreement.

SIGNATORIES:

Signed on behalf of Environmental Protection Agency)	J PURTILL
In the presence of:)	B. CARROLL
Signed on behalf of Australian Workers' Union of Employees, Queensland)	W LUDWIG
In the presence of:)	BRIAN CARROLL