

ENTERPRISE AGREEMENT

NO: E.A. 2 /1993

DATE REGISTERED: 4-1-93

PRICE: \$ 34.00

SHERIFF'S OFFICERS,
DEPARTMENT OF
COURTS ADMINISTRATION

ENTERPRISE AGREEMENT
NO. 2 OF ~~1992~~ 1993

1. PARTIES TO THE AGREEMENT

An ENTERPRISE AGREEMENT made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 112-142 of the said Act, entered into on the 4th day of January 1993, BETWEEN the Director General, DEPARTMENT of COURTS ADMINISTRATION of 8-12 Chifley Square, Sydney, New South Wales, and the PUBLIC EMPLOYMENT INDUSTRIAL RELATIONS AUTHORITY, of the one part and the PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES of the other part. Now it is hereby agreed by the parties as follows:

2. TITLE OF AGREEMENT

This Agreement shall be known as the Sheriff's Officers' Enterprise Agreement.

PART 1 - PURPOSE OF AGREEMENT

3. INTENTION AND COMMITMENT

The purpose of this Agreement is to regulate the terms and conditions of employment previously regulated by the Crown Employees (Sheriff's Officers) Award and or all other applicable Determinations and Agreements as specified in Annexure A. (Refer page 13)

This Agreement refers specifically to the Sheriff's Officers' Group to improve efficiency and productivity in the Sheriff's Office of the Department of Courts Administration.

This Agreement provides for the development of links with other career paths within the Department of Courts Administration and within the New South Wales Public Service, and encourages the development of skills related to serving and enforcing court and associated process and also to providing services to support the day to day operation of the Courts.

4. INCIDENCE

This Agreement will apply to the Sheriff's Officers of the Department of Courts Administration, in conjunction with the provisions of the Public Sector Management Act 1988 and the Personnel Handbook of the NSW Public Service.

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of registration and shall remain in force for a period of 12 months unless varied or terminated earlier in accordance with the provisions of Section 124 of the Act.

PART 2 - DEFINITIONS, WAGES, ALLOWANCES

6. DEFINITIONS

"Act" means the NSW Industrial Relations Act 1991 and its Regulations.

"Department" means the Department of Courts Administration.

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

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

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the Public Sector Management Act, 1988, and who, as at the operative date of this Agreement were occupying one of the positions covered by this Agreement or who, after that date, are appointed to one of such positions.

"Service" means continuous service as defined in the Transferred Officers Extended Leave Act, 1961.

7. SALARIES

The salaries in this Agreement will be adjusted in light of State Wage decisions where appropriate.

The following rates shall take effect from the first full pay period to commence on or after the date of the registration of this Agreement.

Position Title	Common Salary Point	\$ p.a.
Probationary Sheriff's Officer	36	\$23,236
Sheriff's Officer	46	25,422
Sheriff's Officer Class 1		
1st Year	49	26,168
After 12 months	52	26,900
Senior Sheriff's Officer (No Courts)		
1st Year	55	27,636
After 12 months	58	28,418
Sergeant (With Courts)		
1st Year	61	29,277
After 12 months	64	30,191
Sergeant (Without Courts)		
1st Year	61	29,277
After 12 months	64	30,191
Senior Sergeant (With Courts)		
1st Year	67	31,117
After 12 months	75	33,548
Senior Sergeant (Without Courts)		
1st Year	67	31,117
After 12 months	75	33,548
Inspector (With Courts)	78	34,607
Chief Inspector (Regional Manager-Country)	88	38,126
Superintendent (Regional Manager-City)	95	40,902
Superintendent (Security)	95	40,902
Chief Superintendent (Field and Security)		
1st year	101	43,459
After 12 months	104	44,682

8. TRANSITIONAL PROVISIONS

All positions of Senior Sheriff's Officer and up to and including Chief Superintendent, will be declared vacant at the date of this Agreement and will be advertised by way of internal circular within the Office of the Sheriff.

Officers who are in positions that are being advertised will act in such positions and will receive a higher duties allowance until recruitment action is completed. The higher duties allowance shall be payable to an Officer for up to three (3) months who performs some or all of the duties of a higher graded position which is temporarily vacant. The provisions of the NSW Public Service Handbook will apply. The period of relief and the allowance payable may be extended with the approval of the Director-General or his delegate.

Vacant positions will be filled on merit following assessment of formal applications by a three (3) member selection committee. Applicants will be considered against the essential criteria of the position. Where Officers meet the essential criteria and services are satisfactory, one of the Officers shall be appointed.

Should as a result of the recruitment process, a position remain vacant, the Parties then agree that the position be advertised externally.

The criteria outlined in Clause 10 does not apply for the implementation of the restructure as contained within this Agreement.

Officers occupying redundant positions may be redeployed within the Sheriff's Office or elsewhere in the Department or Public Service in accordance with the NSW Public Sector redeployment provisions. (Refer Clause 14).

PART 3 - ENTRY LEVEL REQUIREMENTS, SKILL DEVELOPMENT AND TRAINING

9. ENTRY LEVEL REQUIREMENTS

Appointment to Sheriff's Officer positions shall be subject to satisfying medical, aptitude tests and criminal history checks, as determined by the Sheriff.

10. INCREMENTAL PROGRESSION, SKILL DEVELOPMENT, TRAINING AND PROMOTION

Incremental progression for all Officers shall be subject to the completion of twelve (12) months satisfactory service and conduct.

Officers will acquire mutually agreed skills appropriate to the following career path structure:

- (i) Progression from Probationary Sheriff's Officer to Sheriff's Officer will be subject to twelve (12) months satisfactory service and the satisfactory completion of:
 - a) the Initial and Intermediate Sheriff's Officer Training Courses and written tests related to the subjects contained therein; or
 - b) possess qualifications recognised by the Sheriff as equivalent to those prescribed.

- (ii) Promotion to the positions of Senior Sheriff's Officer up to and including Sergeant shall be subject to the completion of the training requirements for a Sheriff's Officer and:
 - a) training courses in security, supervision, communication skills, assertiveness training, stress management, legal terminology, public relations skills, report and submission writing, debt recovery law, basic clerical and accounting skills and equal employment opportunity principles, or
 - b) possess qualifications recognised by the Sheriff as equivalent to those prescribed.

- (iii) Promotion to the positions up to Inspector through to Chief Superintendent shall be subject to the completion of the training requirements for a Senior Sheriff's Officer and:
 - a) training courses in management and appropriate interpersonal skills development; or
 - b) possess qualifications recognised by the Sheriff as equivalent to those prescribed.

As far as possible, training will be developed on a modular basis and Officers will be encouraged to undertake training and development. The role of every Officer in training others is acknowledged and all Officers will be given the opportunity to participate in in-house training courses conducted by the Sheriff's Office and the Department's Training Development Unit.

During the life of this Agreement an Officer who has not had the opportunity to acquire one of the above qualifications shall not be disadvantaged from applying for a position.

PART 4 - HOURS OF WORK

11. HOURS OF WORK

The hours of work for Sheriff's Officers, Field Division are 38 hours per week (Monday to Friday) and are not defined.

As directed, an Officer shall commence duty at 6.30 am or work until 8.30 pm, as determined by the needs and demands of the work location.

On certain occasions, including ship arrests or enforcement of a warrant of apprehension, an Officer may be required to commence earlier or work later than the specified starting and finishing times. Where an Officer is directed to work in excess of eight hours in any one day or on a Saturday, Sunday or Public Holiday, the Crown Employees (Overtime) Award provisions shall be applied. (Refer Clause 13).

The Hours of work for Sheriff's Officers, Security Division are 38 hours per week and are defined.

All Sheriff's Officers will be required to work 152 hours over 19 days in each 4 week period to be entitled to a rostered day off.

12. SHIFT WORK

(i) Definitions

The following definitions will apply:

"Day shift" means a shift which commences at or after 6 am and before 10 am.

"Afternoon shift" means a shift which commences at or after 10 am and before 4 pm.

"Night shift" means a shift which commences at or after 4 pm and before 6 am on the following day.

"Day worker" means a worker who works his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6 am and before 10 am otherwise than as part of a shift system.

"Shift worker" means a worker who is not a day worker as defined.

(ii) Shift Allowances

Shift allowances will be as follows:

Shift	Commencing Time	Allowance in addition to ordinary rate
Day	at or after 6 am and before 10 am	nil
Afternoon	at or after 10 am and before 1 pm	10%
Afternoon	at or after 1 pm and before 4 pm	12.5%
Night	at or after 4 pm and before 4 am	15%
Night	at or after 4 am and before 6 am	10%

(iii) Compensation for Rostered Work Performed on Saturdays, Sundays and Public Holidays

Officers employed within the Security Division shall receive the following compensation and shall be subject to the following conditions:

- a) For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra;
- b) For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra;
- c) When rostered off on a public holiday for work performed when rostered off - an additional day's pay;
- d) When rostered on on a public holiday and work performed - additional payment at the rate of time and a half extra;
- e) Annual leave at the rate of four weeks per annum (20 working days plus 8 rest days);

f) Additional leave on the following basis:

Number of ordinary shifts worked on Sundays and or Public holidays during a qualifying period of 12 months from 1 December to 30 November the next year	Additional Leave
4 - 10	1 day
11 - 17	2 days
18 - 24	3 days
25 - 31	4 days
32 or more	5 days

(iv) Payment of Shift Workers on Sick Leave and Extended Leave

There shall be no entitlement to payment of shift penalties while on sick leave or extended leave.

13. OVERTIME

The provisions of the Crown Employees (Overtime) Award shall apply to all Officers covered by this Agreement, except in those circumstances as set out above in Clause (11) Hours of Work. All overtime is worked subject to the requirements set out in the Sheriff's Office Circulars.

PART 5- TERMS AND CONDITIONS OF EMPLOYMENT

14. REDEPLOYMENT PROVISIONS

The policy of the Sheriff's Office is to preserve employment. The parties recognise that over time the mix of jobs and skills required will change. In the event that an Officer's job is abolished, redeployment will be offered wherever practical. However, redeployment opportunities may be limited.

The redeployment provisions of the NSW Public Service as set out in the Premier's Memorandum, 91-23, "Restructure of Public Sector - Dealing with Excess Staff" or as amended from time to time, shall apply.

On being redeployed to a position carrying a lower salary an Officer will be entitled to remain on their existing salary, the difference to be paid by allowance, from the date of advice that they are declared excess, for up to 12 months. Excess Officers will be given an outline of the assistance measures available and any conditions, and will also be advised to actively seek placement and compete on merit for any advertised positions of interest.

PART 6 - POLICY AND PROCEDURES

15. GRIEVANCE PROCEDURE

The aim of this procedure is to ensure that, during the life of this Agreement, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level they occur in the workplace. For the purpose of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under Public Service grievance handling procedure.

When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:

- Step 1 The matter is discussed between the Officer(s) and the Officer-in-charge involved. If the matter remains unresolved follow Step 2.
- Step 2 The matter is discussed between the Officer(s), the Officer-in-charge involved and their supervisor. If the matter remains unresolved follow Step 3.
- Step 3 The matter is discussed between the Officer(s), the Union representative or the Officers' representative, the Officer-in-charge and their supervisor. If the matter remains unresolved follow Step 4.
- Step 4 The matter is discussed between the Inspector/ Chief Inspector or Superintendent, representatives of the Department, the Union and the Officers' representative. If the matter remains unresolved follow Step 5.

Where it is agreed by the parties, Steps 2-4 above may be conducted concurrently.

- Step 5 The matter is discussed by a Grievance Committee comprising the Director -General, Department of Courts Administration or their representative, the Sheriff, or their representative, the General Secretary of the Public Service Association or their representative, the Chairman of the Sheriff's Officers' Vocational Branch or their representative, and the Officers' representative.

The parties agree to exhaust the conciliation process before considering Step 6. It is also agreed that the Parties will not deliberately frustrate or delay these procedures.

10

Step 6 The matter may be referred by either party to the Industrial Relations Commission or the Industrial Court, as appropriate, to exercise its functions under the Industrial Relations Act 1991, provided the matter is not a claim for general increases in salaries or conditions of employment contained in this Agreement.

The parties agree that there will be no strikes by Officers of the Department relating directly to rights settled by this Agreement.

16. DRESS AND GROOMING

The standard of dress and grooming adopted by Officers has an important impact on the image of the Sheriff's Office.

At all times, an Officer must be neat and tidy in full uniform as prescribed in the Manual Instructions.

17. USE OF AN OFFICIAL VEHICLE

An official vehicle must be kept clean and tidy by the Officer responsible for that vehicle.

Care should be exercised when using the vehicle and service requirements should be monitored and followed to ensure that a good condition is maintained, and cleaning equipment will be supplied to accomplish this.

18. UNION ACTIVITIES

Except where specified in the NSW Public Service Personnel Handbook, Sheriff's Officers' Vocational Branch or Association activities shall be undertaken in an Officer's own time outside their normal working hours and at their own expense.

Attendance at the Sheriff's Officers' Vocational Branch Annual Conference shall be in an Officers own time.

Officers may work 152 hours over 18 days in order to take an additional rostered day off in the 4 week period in which the Annual Conference is held. However, the taking of the additional rostered day off must not unduly interfere with the ordinary work of the Sheriff's Office and will be subject both to the prior approval of the Officer in Charge or supervisor and proof of Conference attendance.

19. WORK PRACTICES

All Officers will actively participate in and encourage the development of the Centralised Sales Scheme

Involvement will include the collection of seized items , the delivery and unloading of that property at the sale location and the conduct of an auction, as set out in Circular no. 479 as amended.

When enforcing a writ of execution an Officer will, at the time of seizure and in accordance with the instructions set out in Circular no. 479 as amended, remove those items which are portable and which are within the prescribed weight limit.

20. STAFF APPRAISAL SCHEME

The work performance and skills development of all staff will be reviewed annually under the Staff Appraisal Scheme. The Appraisal Scheme will be linked with Departmental performance planning and review systems and will provide a mechanism for linking corporate and program goals with the actual performance of an Officer. Full consultation will take place prior to the implementation of the scheme.

Once introduced, the Scheme will be continually monitored by the parties and any operational or other difficulties will be resolved through consultation.

PART 7 - DECLARATION

The Parties to this Agreement declare that it:

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

THIS AGREEMENT IS MADE AT SYDNEY ON THE _____ DAY OF 1992

Signed for on behalf of the OFFICE OF THE SHERIFF by the:

DIRECTOR-GENERAL THE DEPARTMENT OF COURTS ADMINISTRATION

[Handwritten signature]

DIRECTOR-GENERAL FOR AND ON BEHALF OF THE PUBLIC EMPLOYMENT INDUSTRIAL RELATIONS AUTHORITY

[Handwritten signature]

in the presence of the SHERIFF OF NEW SOUTH WALES

[Handwritten signature]
DAVID LENNON

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

by: JANET GOOD PRESIDENT

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in the presence of ALLAN GIBSON GENERAL SECRETARY

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ANNEXURE "A"

The Sheriff's Officers Enterprise Agreement supersedes the following industrial instruments:

2368/82 Crown Employees (Sheriffs Officers) Award
Crown Employees Sheriffs officers Award 1974
Public Service Board Agreement 1975
Crown Employees Sheriffs Officers Award 1978
Public Service Board Agreement 1980

ANNEXURE B

FIELD DIVISION

Centres To Be Closed:

- * Kogarah
- * Cessnock
- * Wallsend
- * Belmont
- * Narrandera
- * Young
- * Wyalong
- * Cowra
- * Kempsey
- * Glen Innes
- * Gunnedah

Positions To Be Transferred:

- * Part-time typist, Kogarah (8 days per month) to Sutherland.
- * Senior Sheriff's Officer, Class 2, Cessnock reduced in grading and transferred to East Maitland.
- * Part-time typist, Cessnock (4 days per month) to East Maitland.
- * Sheriff's Officer, Wallsend and part-time typist (8 days per month) to Newcastle.
- * Sheriff's Officer, Belmont to Newcastle.
- * Part-time typist, Belmont (4 days per month) to Newcastle.
- * Part-time typist, Narrandera (4 days per month) to Griffith (2 days) and Wagga Wagga (2 days).
- * Senior Sheriff's Officer, Class 2, Young to Cootamundra.
- * Senior Sheriff's Officer, Class 2, Wyalong to Parkes.
- * Senior Sheriff's Officer, Class 2, Kempsey to Coffs Harbour.
- * Part-time typist, Kempsey (2 days per month) to Coffs Harbour.
- * Senior Sheriff's Officer, Class 2, Glen Innes to Tamworth.
- * Senior Sheriff's Officer, Class 2, Narrandera to Griffith.

Positions To Be Abolished:

- * Senior Sheriffs Officer, Kogarah
- * Sheriff's Officer, Kogarah
- * Sheriff's Officer Manly
- * Senior Sheriff's Officer, Parramatta
- * Sheriff's Officer, Penrith
- * Sheriff's Officer, Newcastle
- * Senior Sheriff's Officer, Class 1, Wallsend
- * Senior Sheriff's Officer, Class 1, Belmont
- * Chief Inspector, Newcastle Region
- * Relieving Senior Sheriff's Officer, Class 2, Newcastle
- * Relieving Senior Sheriff's Officer, Class 2, Newcastle
- * Relieving Senior Sheriff's Officer, Class 2, Wollongong

- . Senior Sheriff's Officer, Class 2, Cowra
- . Senior Sheriff's Officer, Class 2, Gunnedah
- . Relieving Senior Sheriff's Officer, Class 2, Wagga Wagga

Positions To Be Downgraded:

- . Officer-in-Charge, Manly from Inspector, Class 2 to Sergeant
- . Senior Sheriff's Officer, Class 2, Cessnock to Sheriff's Officer, East Maitland
- . Senior Sheriff's Officer, Class 2, Narrandera to Sheriff's Officer, Griffith
- . Senior Sheriff's Officer, Class 2, Young to Sheriff's Officer, Cootamundra.
- . Senior Sheriff's Officer, Class 2, Wyalong to Sheriff's Officer, Parkes
- . Senior Sheriff's Officer, Class 2, Kempsey to Sheriff's Officer, Coffs Harbour
- . Senior Sheriff's Officer, Class 2, Glen Innes to Sergeant Regional Reliever, Head Quarters Tamworth

Positions To Be Upgraded:

- . Senior Sheriff's Officer, Class 2, Parkes to Senior Sergeant
- . Senior Sheriff's Officer, Class 2, Coffs Harbour to Senior Sergeant
- . Senior Sheriff's Officer, Class 2, Cootamundra to Senior Sergeant
- . Senior Sheriff's Officer, Class 2, Griffith to Senior Sergeant
- . Increased part-time typing hours (monthly) 40 hours

SECURITY DIVISION

Current Positions	Proposed Positions
Control Room:	
1 Inspector, Class 2	1 Inspector
4 Senior Sheriff's Officers, Class 1	4 Senior Sheriff's Officers
4 Senior Sheriff's Officers, Class 3	4 Sheriff's Officers
Section 1:	
1 Inspector, Class 2	1 Senior Sergeant
2 Senior Sheriff's Officers, Class 1	1 Sergeant
24 Senior Sheriff's Officers, Class 3	8 Senior Sheriff's Officers
6 Sheriff's Officers	20 Sheriff's Officers
Section 2:	
1 Senior Sheriff's Officer, Class 1	1 Senior Sheriff's Officer
1 Senior Sheriff's Officer, Class 3	1 Sheriff's Officer
Section 3:	
1 Senior Sheriff's Officer, Class 1	1 Sergeant
7 Senior Sheriff's Officers, Class 3	1 Senior Sheriff's Officer
	6 Sheriff's Officers
Section 4:	
1 Senior Sheriff's Officer, Class 1	1 Senior Sheriff's Officer
2 Senior Sheriff's Officers, Class 3	2 Sheriff's Officers
Section 5:	
1 Inspector, Class 2	1 Inspector
1 Senior Sheriff's Officer, Class 1	1 Sergeant
1 Senior Sheriff's Officer, Class 3	2 Senior Sheriff's Officers
	3 Sheriff's Officers
Section 6:	
1 Senior Sheriff's Officer, Class 1	n/a
3 Senior Sheriff's Officers, Class 3	n/a
Campbelltown:	
1 Senior Sheriff's Officer, Class 3	1 Senior Sheriff's Officer
Roden Cutler House:	
1 Sheriff's Officer	1 Sheriff's Officer

Current Positions	Proposed Positions
Relieving:	1 Senior Sergeant 1 Sergeant
Abolish:	1 Inspector, Class 2
TOTAL: 64 positions	TOTAL: 63 positions