

ENTERPRISE AGREEMENT

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DEPARTMENT OF AGRICULTURE

PROFESSIONAL OFFICER

ENTERPRISE AGREEMENT

1992

CLAUSE 1 - TITLE

This Agreement shall be known as the "Department of Agriculture Professional Officer Enterprise Agreement 1992".

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CLAUSE 3 - DEFINITIONS

- (i) "Department" means the Department of Agriculture as specified in Schedule 1 of the Public Sector Management Act, 1988.
- (ii) "Department Head" means Director-General, Department of Agriculture.
- (iii) "Public Service" means the Public Service of NSW as defined in the Public Sector Management Act, 1988.
- (iv) "Industrial Authority" means the Public Employment Industrial Relations Authority constituted under the Public Sector Management Act 1988.
- (v) "Act" means Public Sector Management Act, 1988.
- (vi) "Regulation" means the Public Sector Management (General) Regulation, 1989, as amended.
- (vii) "Associations" means Public Service Association of NSW, NSW Public Service Professional Officers Association and Association of Professional Engineers, Australia (New South Wales Branch).
- (viii) "Officer" means a person employed in any capacity under the provisions of Part 2 of the Public Sector Management Act, 1988, and includes an officer on probation, but does not include a temporary employee, a chief executive officer or a senior executive officer as defined under the Act..
- (ix) "Temporary employee" means a person temporarily employed pursuant to the provisions of Section 38 of the Public Sector Management Act, 1988.
- (x) "Member of staff" means an officer or a temporary employee.
- (xi) "Position" means a position as dealt with in Section 8 of the Public Sector Management Act, 1988.
- (xii) "Part-time officer" means an officer who is appointed to a position where the set working hours are less than the hours worked by full-time officers and is performing similar duties to full-time officers of the same classification and grading.
- (xiii) "Part-time employee" means an employee who is engaged to work less hours per week than a full-time employee and is performing similar duties to full-time employees of the same classification and grading.

- (xiv) Professional or Professional Officer means an officer or employee who holds the degree qualification or equivalent that is required for employment in any of the positions covered by the provisions of this Enterprise Agreement.
- (xv) "Service" means continuous service for salary purposes.
- (xvi) "Salary rates" means the ordinary time rate of pay for the officer's or employee's grading excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xvii) "Common Salary Points or CSP" means those common salary points established under the Crown Employees (Common Salary Points) Award.
- (xviii) "Job Evaluation" means a system agreed to between the parties which will be used to grade positions under this Agreement.

CLAUSE 4 - PARTIES

This Agreement has been entered into between the Public Employment Industrial Relations Authority, a Corporation constituted under the Public Sector Management Act 1988, and having its office at 1 Oxford Street, Darlinghurst, in the State of New South Wales (hereinafter referred to as the "Industrial Authority") and the New South Wales Department of Agriculture as specified in Schedule 1 of the Public Sector Management Act 1988 (hereinafter referred to as the Department) of the one part; and the Public Service Association of New South Wales, New South Wales Public Service Professional Officers' Association and the Association of Professional Engineers, Australia, New South Wales Branch (hereinafter referred to as the "Associations") of the other part.

CLAUSE 5 - STATEMENT OF INTENT

The Department will continue to recognise the role of Associations to represent their members and their industrial interests in conferring on the change process. The parties agree that the Department/Associations Joint Consultative Committee (JCC), will continue to function to ensure the facilitation of the introduction of the changes resulting from this Agreement. The Committee will meet on a three-monthly basis, or more regularly if required, to review the implementation process, resolve any issues that arise therefrom and consider relevant matters raised by any of the parties.

CLAUSE 6 - SCOPE OF EMPLOYMENT

- (i) Employment will be on either a full-time or part-time basis and may be on either a permanent or temporary basis to be worked in order to achieve the Department's objectives.
- (ii) Members of staff may be required to participate in the full range of related work activities within their respective classification and grading.

Where it is determined that some of the functions of a particular position are no longer viable, or due to the cyclic nature of the member of staff's duties, then the incumbent may be required to perform other functions/duties applicable to the classification at which the position is graded or at lower grades.

- (iii) Employment will be terminable by a week's notice on either side, or by payment or forfeiture, as the case may be, of a week's salary.

(iv) Temporary Employment:

- (a) Temporary employees will be engaged for a defined period to work regular hours as prescribed in Clause 7, Hours of Employment, and will be paid at the weekly rate applicable to the classification and grading of work on which engaged.
- (b) Existing temporary employees will continue to be engaged for the balance of the term of their engagement and will work in accordance with conditions prescribed in this Agreement.

(v) Part-Time Employment:

- (a) Part-time members of staff will be eligible on a proportional basis for the quantum in days of all leaves prescribed for full time members of staff.
- (b) Leave payments will be on the basis of hours scheduled per week divided by the standard hours of work per week.
- (c) Part time members of staff will only be eligible for the payment of a public holiday where they have rostered work hours that fall on a public holiday. The payment for the public holiday shall be limited to the number of hours that would have been rostered for that day had it not been a public holiday.

- (d) Where a member of staff has worked both full and part-time, the leave entitlement will be paid on the proportion of part-time and full-time service during the relevant period.
- (e) Increments and progression for part-time members of staff will be on an annual basis and in accordance with the same rules that apply to full time members of staff.

CLAUSE 7 - WAGE BASIS

- (i) This Agreement is made by reference and in relation to the adult basic wage of \$121.40 per week, the annual equivalent of which, calculated to the nearest dollar, is \$6,334 ($\121.40×52.17857).

Upon each variation of the adult basic wage the rates prescribed by this Agreement shall be adjusted by deducting therefrom the sum of \$6,334 and adding to the result the annual equivalent of the new adult basic wage calculated as aforesaid to the nearest dollar.

- (ii) When a decision varying wages is given by the Australian Industrial Relations Commission in a National Wage case during the currency of this Agreement which is expressed to be on economic or other grounds and which is of general application, the rates prescribed by this Agreement shall be varied to the extent necessary to give effect to any pronouncement by the Industrial Relations Commission of New South Wales as to the manner in which such decision is to be applied to State awards.

Provided that:

- (a) in the variation of rates prescribed by this Agreement, care shall be taken to guard against double-counting; and
- (b) when a decision is taken to vary wages during the currency of this Agreement, the amended rates shall be contained in a variation to the Agreement, in accordance with S. 125 of the Industrial Relations Act 1991.

CLAUSE 8 - SALARIES

Professional Officers in the Department are paid according to the following salary schedule.

(A) Annual Rate

<u>Grade 1</u>		<u>CSP</u>
1st Year	25,422	46
2nd Year	26,422	50
3rd Year	27,896	56
4th Year	30,191	64
5th Year	32,017	70
6th Year	33,916	76

<u>Grade 2</u>		
1st Year	35,579	81
2nd Year	36,634	84
3rd Year	37,748	87
4th Year	39,267	91

<u>Grade 3</u>		
1st Year	40,902	95
2nd Year	42,202	96
3rd Year	43,042	100
4th Year	44,279	103

<u>Grade 4</u>		
1st Year	46,049	107
2nd Year	47,427	110
3rd Year	48,824	113

<u>Grade 5</u>		
1st Year	50,265	116
2nd Year	51,267	118

<u>Grade 6</u>		
1st Year	52,846	121
2nd Year	54,482	124

<u>Grade 7</u>		
1st Year	56,265	127
2nd Year	58,132	130

Performance Points

59,461
60,971
62,481

(B) Hourly Rate

<u>Grade I</u>	<u>\$</u>	<u>CSP</u>
1st Year	13.92	46
2nd Year	14.47	50
3rd Year	15.28	56
4th Year	16.53	64
5th Year	17.53	70
6th Year	18.57	76
<u>Grade 2</u>		
1st Year	19.48	81
2nd Year	20.06	84
3rd Year	20.67	87
4th Year	21.50	91
<u>Grade 3</u>		
1st Year	22.40	95
2nd Year	23.11	98
3rd Year	23.57	100
4th Year	24.25	103
<u>Grade 4</u>		
1st Year	25.22	107
2nd Year	25.97	110
3rd Year	26.73	113
<u>Grade 5</u>		
1st Year	27.52	116
2nd Year	28.07	118
<u>Grade 6</u>		
1st Year	28.94	121
2nd Year	29.83	124
<u>Grade 7</u>		
1st Year	30.81	127
2nd Year	31.83	130

(C) Promotional Criteria

- (i) A Professional Officer who has been in receipt of the maximum salary prescribed for their grade for 12 months shall be eligible for promotion to the next grade, up to Grade 4, subject to satisfying the criteria for such promotion, other than:-

- (i) Librarians
 - (ii) Research Station Managers
- (ii) Promotion of Librarians into positions with salaries in excess of grade 1 shall be by appointment into a substantive vacancy.
 - (iii) Research Station Managers shall be included at their existing substantive levels, grade 3 and grade 4.
 - (iv) A Professional Officer who has been appointed to a substantive 4/5 position and has been in receipt of the maximum salary prescribed for grade 4 for 12 months shall be eligible for promotion to grade 5 subject to satisfying the criteria for such promotion.
 - (v) A Professional Officer who has been appointed to a substantive 5/6 position and has been in receipt of the maximum salary prescribed for grade 5 for 12 months shall be eligible for promotion to grade 6 subject to satisfying the criteria for such promotion.
 - (vi) A Professional Officer who has been appointed to a substantive 6/7 position and has been in receipt of the maximum salary prescribed for grade 6 for 12 months shall be eligible for promotion to grade 7 subject to satisfying the criteria for such promotion.

(D) Performance Points

- (i) Performance points are specific rates of pay beyond those defined in Clause 8 Salaries Grade 1 to 7 and are accessed only through the consistent achievement of excellent results measured through performance assessment.
- (ii) Applications for access to performance points will only be considered after the member of staff has been on the maximum of the Grade 7 scale for 12 months.
- (iii) If approved, the applicant will be placed on the appropriate performance point. The performance of officers on performance points will be monitored on a yearly basis as part of their regular performance assessment. Performance points will always be subject to Clause 16 - Performance Assessment.

(E) Common Salary Points

- (i) The Annual Rates of salary are set in reference to the salary rate equated to common salary point (CSP) numbers, indicated in the column above, in force within the Crown Employees (Common Salary Points) Award.

- (ii) The part-time hourly rates are set in reference to the salary rate equated to common salary point (CSP) numbers, indicated in the column above, in force within the Crown Employees (Common Salary Points) Award (the part-time rate being a pro-rata hourly equivalent to the full-time salary).
- (iii) The annual and/or hourly rates of pay shall only be varied in accordance with Clause 7, Wage Basis or in accordance with the provisions of section 125 of the Industrial Relations Act, 1991.

CLAUSE 9 - COMMENCING RATES

- (i) The commencing rate of salary payable to a member of staff who has obtained a degree of a recognised University requiring a minimum of three years' full-time study, or other qualifications deemed by the Industrial Authority to be the equivalent thereof shall be the rate prescribed for the first year of service in Grade I.
- (ii) The commencing rate of salary payable to a member of staff who has, in addition to the qualifications specified in sub-paragraph (i) above, completed an additional course of study to qualify for a degree with honours, shall be not less than the rate prescribed for the second year of service in Grade I.
- (iii) The commencing rate of salary payable to a member of staff who has obtained a degree of a recognised University requiring a minimum of four years' full-time study or other qualifications deemed by the Industrial Authority to be the equivalent thereof, shall be not less than the rate prescribed for the second year of service in Grade I.
- (iv) The commencing rate of salary payable to a member of staff who has obtained a post-graduate degree of a recognised University requiring a minimum of two years' full-time study or other qualifications deemed by the Industrial Authority to be the equivalent thereof, shall be not less than the rate prescribed for the third year of service in Grade I.
- (v) The commencing rate of salary payable to a member of staff who has obtained a degree in Veterinary Science of a recognised University requiring a minimum of 5 year's full-time study, shall be not less than the rate prescribed for the fourth year of service in Grade I.

CLAUSE 10 - TRANSITIONAL ARRANGEMENTS

Code for transfer of staff from the existing salary scale to the proposed Professional Officer Scale:

- A - Retention of existing incremental date.
 - B - New incremental date becomes anniversary of date of implementation of Enterprise Agreement.
 - C - With less than 12 months service on existing rate and retention of existing incremental date.
 - D - With more than 12 months' service on existing rate and new incremental date becomes anniversary of date of the operative date of this Enterprise Agreement.
 - E - Existing incumbents will retain the right to progress to the maximum salary level provided in their former classification and grade and will retain the difference between that rate and the equivalent maximum rate provided in the Professional structure by way of allowance. This allowance will not be subsumed as a result of any future wage increases granted in the form of economic adjustments.
 - F - Existing incumbents will retain the difference between their salary level in their former classification and grade and the rate provided at the level in the Professional classification by allowance. This allowance will not be subsumed as a result of any future wage increases granted in the form of economic adjustments.
- (a) Subject to the provisions of this Agreement, the salaries of Scientific Officers employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Crown Employees (Scientific Officers, Various Departments) Agreement 2433 of 1982 shall be adjusted as follows:-

SCIENTIFIC OFFICERS SALARY SCALE Agreement No. 2433	PROFESSIONAL OFFICERS SALARY SCALE	TRANSFER CODE FOR MOVEMENT FROM SCIENTIFIC OFFICER TO PROFESSIONAL OFFICER SALARY SCALE
<u>GRADE 1</u>	<u>GRADE 1</u>	
25,422	25,422	A
26,422	26,422	A
27,896	27,896	A
29,898	30,191	B
32,017	32,017	A
33,916	33,916	A

<u>GRADE 2</u>	<u>GRADE 2</u>	
35,579	35,579	A
36,634	36,634	A
37,748	37,748	A
39,267	39,267	A
<u>GRADE 3</u>	<u>GRADE 3</u>	
40,902	40,902	A
42,202	42,202	A
43,042	43,042	C
43,042	44,279	D
<u>GRADE 4</u>	<u>GRADE 4</u>	
45,137	46,049	B
46,506	47,427	B
47,427	47,427	C
47,427	48,824	D
<u>GRADE 5</u>	<u>GRADE 5</u>	
49,290	50,265	B
50,767	51,267	B
<u>GRADE 6</u>	<u>GRADE 6</u>	
52,397	52,846	B
53,888	54,482	B
	<u>GRADE 7</u>	
	56,265	-
	58,132	-

- (b) Subject to the provisions of this Agreement, the salaries of Veterinary Officers employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Crown Employees (Veterinary Officers) Award No 131 of 1980 shall be adjusted as follows:-

VETERINARY OFFICERS SALARY SCALE Agreement No. 1131	PROFESSIONAL OFFICERS SALARY SCALE	TRANSFER CODE FOR MOVEMENT FROM VETERINARY OFFICER TO PROFESSIONAL OFFICER SALARY SCALE
<u>GRADE 1</u>	<u>GRADE 1</u>	
30,191	30,191	A/E
32,239	33,916	B/E

	<u>GRADE 2</u>	
34,884	35,579	B/E
37,016	37,748	B/E
	<u>GRADE 3</u>	
40,372	40,902	B/E
43,042	43,042	C
43,042	44,279	D
	<u>GRADE 2</u>	
48,824	48,824	A
	<u>GRADE 3</u>	
50,767		
	<u>GRADE 5</u>	
	51,267	
	<u>GRADE 4</u>	
52,397		
	<u>GRADE 6</u>	
	52,846	
	<u>GRADE 5</u>	
53,888		
	54,482	
	<u>GRADE 6</u>	
55,680		
	<u>GRADE 7</u>	
	56,265	
	58,132	

(c) Subject to the provisions of this Agreement, the salaries of Engineering Officers employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Engineers Agreement No 1734 of 1971 shall be adjusted as follows:-

ENGINEERING OFFICERS SALARY SCALE Agreement NO. 1734	PROFESSIONAL OFFICERS SALARY SCALE	TRANSFER CODE FOR MOVEMENT FROM ENGINEERING OFFICER TO PROFESSIONAL OFFICER SALARY SCALE
<u>GRADE 1</u>	<u>GRADE 1</u>	
25,422	25,422	A
26,422	26,422	A
27,896	27,896	A
29,898	30,191	B
32,017	32,017	A
33,916	33,916	A

<u>GRADE 2</u>	<u>GRADE 2</u>	
-	35,579	-
35,963	36,634	B/E
37,348	37,748	B/E
38,508	39,267 + allowance to 39,630	B/F
39,630	39,267 + allowance to 39,630	A/F
<u>GRADE 3</u>	<u>GRADE 3</u>	
-	40,902	-
41,746	42,202	B/E
43,042	43,042	A/E
44,682	44,279 + allowance to 44,682	A/F
46,049	44,279 + allowance to 46,049	A/F
	<u>GRADE 4</u>	
	46,049	
<u>GRADE 4</u>	47,427	
48,358	48,824	
	<u>GRADE 5</u>	
49,776	50,265	
50,767	51,267	
<u>GRADE 5</u>	<u>GRADE 6</u>	
52,846	52,846	
53,888	54,482	
<u>GRADE 6</u>	<u>GRADE 7</u>	
55,081		
56,265	56,265	
	58,132	

(d) Subject to the provisions of this Agreement, the salaries of Librarians employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Crown Employees (Librarians) Award shall be adjusted as follows:-

LIBRARIAN SALARY SCALE	PROFESSIONAL OFFICERS SALARY SCALE	TRANSFER CODE FOR MOVEMENT FROM LIBRARIAN TO PROFESSIONAL OFFICER SALARY SCALE
<u>GRADE 1</u>	<u>GRADE 1</u>	
24,365	25,422	B
25,422	25,422	A

	26,422	
26,628	27,896	B
27,896	27,896	A
29,277	30,191	B
30,804	32,017	B
32,017	32,017	C
32,017	33,916	D
<u>SENIOR 1</u>	<u>GRADE 2</u>	
32,952	35,579	B
33,916	35,579	B
<u>SENIOR 2</u>		
35,262	35,579	B
36,312	36,634	B
37,748	37,748	C
37,748	39,267	D
<u>DIVISIONAL 1</u>	<u>GRADE 3</u>	
40,902	40,902	A
42,202	42,202	A
43,876	44,279	B
<u>DIVISIONAL 2</u>	<u>GRADE 4</u>	
45,137	46,049	B
46,967	47,427	B
48,824	48,824	A

CLAUSE 11 - ALLOWANCES

- (i) Any Professional Officer who is appointed as a Supervisor of Research will be paid an allowance at the rate of \$3,000 per annum. The allowance will be part of the officer's salary for all purposes. The allowance will also be superable.
- (ii) Any Professional Officer who is appointed as an Officer in Charge of a Veterinary Laboratory will be paid an allowance at the rate of \$3,000 per annum. The allowance will be part of the officer's salary for all purposes. The allowance will also be superable.
- (iii) Professional Officers will be appointed to the roles of Supervisor of Research and Officer in Charge of a Veterinary Laboratory for periods of up to two years with the future appointees to be determined by merit selection through internal advertisement at the relevant research station or veterinary laboratory.

- (iv) The allowances referred to in sub-clause (i) and (ii) above will be subject to economic adjustments.
- (v) Any existing Veterinary Officer who, at the date of this agreement, was employed on Grade 2 of the Crown Employees (Veterinary Officers) Award and is not appointed to a promotional position in association with the implementation of this Agreement shall be paid a personal allowance at the rate of \$1,441 per annum. This allowance shall be part of the officer's salary for all purposes and shall be subject to future economic adjustments. The allowance will be subsumed whenever the Veterinary Officer is promoted to a higher graded position or else progresses to a higher salary level on the Research Scientist scale.

CLAUSE 12 - HOURS OF WORK

- (i) Members of staff, at departmental convenience, will work either standard hours or a flexible working hours.
- (ii) The ordinary working hours for those engaged on a standard hours arrangement will be 35 hours per week, 7 hours per day, Monday to Friday inclusive, between the spread of hours 8.30 a.m. to 4.30 p.m.
- (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
- (iv) A part time member of staff must work a minimum engagement of 10 hours per fortnight with a minimum engagement on any one day of 3 hours.
- (v) Members of staff can not be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
- (vi) Part time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours may be changed with not less than 7 days notice, or by mutual agreement between the Department and the member of staff, or in the event of an emergency.

CLAUSE 13 - OVERTIME

- (i) Reasonable overtime shall be worked as directed by the Department Head.

- (ii) A Professional Officer shall be entitled to make a claim on the Department for non-directed out of hours work where it can be shown that the performance of this work was in accordance with the efficient and effective performance of official duties. Non-directed out of hours work can only be claimed on an hour for hour basis for work performed outside the officer's spread of ordinary hours (8.30 am - 4.30 pm Monday - Friday). A maximum leave in lieu of 10 hours per month can be claimed for work performed by the Professional Officer at their office.
- (iii) "Non-directed out of hours work" shall be taken as leave in lieu and it must be taken within three months of the completion of the month in which it accrued. Leave in lieu must be taken in multiples of one quarter days. A maximum of five leave in lieu days can be taken in any one week or in any consecutive period. Any leave in lieu amount on any day of less than 30 minutes shall be disregarded.
- (iv) All leave in lieu will remain at the convenience of the Department.

CLAUSE 14 - CLASSIFICATION, GRADING AND EVALUATION OF POSITIONS

- (i) Consistent with the Department being a signatory to the Public Employment Industrial Relations Authority and Labor Council Memorandum of Agreement, and following on from the structural efficiency principle process, the parties agree to the introduction of an accredited Job Evaluation system to assist in the classification and grading of positions.
- (ii) Implementation of Job Evaluation in the Department will be guided by a classification committee which will be a forum for consultation and negotiation between the Department and the Associations.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:-
 - (a) where the nature of a position is significantly changed or where a new position is created;
 - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate the position prior to advertising the vacancy;
 - (c) at the request of any party, including an officer holding a position having regard to the time that has elapsed since any previous evaluation of that position.
- (iv) Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:-

- (a) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level.
- (b) Should this action be inconsistent with maintaining Departmental efficiency or be otherwise impracticable the Department will adhere to existing statutory and related Public Service policies on the filling of regraded positions.

CLAUSE 15 - PERFORMANCE ASSESSMENT

- (i) Performance assessment results are used, together with other factors, as criteria for incremental progression, promotion between grades and the maintenance of performance points. The Department's performance management guidelines aim to provide a clear framework for participative planning, monitoring and assessment of work.
- (ii) The performance review system ensures ongoing participative involvement aimed at developing all Departmental staff and relating development and performance to the objectives of the position and the Department.

CLAUSE 16 - APPEALS MECHANISM

- (i) An officer of the Department shall have the right to appeal any decision made by the Department in relation to their performance assessment review or in relation to promotion on merit from one grade to another where this is available under the provisions of this Agreement.
- (ii) Officers shall submit a written submission outlining their case to the Program Manager, Personnel within 28 days of the decision being appealed.
- (iii) The Program Manager, Personnel shall constitute an appeals committee made up of 1 Management representative, 1 relevant Association representative and 1 peer that is acceptable to both Management and the Association.
- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Director-General or nominee for approval.
- (v) The decision of the Director-General or nominee shall be forwarded to the officer concerned within 7 working days of the appeal being heard.
- (vi) This appeals mechanism shall not cover matters that are dealt with by the N.S.W. Industrial Relations Commission or the Government and Related Employees Appeals Tribunal.

CLAUSE 17 - GRIEVANCE & DISPUTE HANDLING PROCEDURE

- (i) 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, e.g. complaints of discrimination.
- (ii) When a dispute or grievance arises or is considered likely to occur, the following steps are to be followed:-

Step 1: In the first instance, the employee(s) will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance, request a bilateral meeting to discuss it, and state the remedy sought. A meeting should be convened by the Department within 48 hours of notification.

Step 2: If the matter is not resolved, the matter shall be further discussed by the employee(s) and, at their request, the Association's workplace delegate, the immediate supervisor, the supervisor's manager, and a more senior management representative. This should take place within 48 hours of the completion of (a) above.

Step 3: If the matter remains unresolved and the employee(s) is/are union member(s), it should be discussed/negotiated between representatives of the Association and the relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance. In addition, if the matter has not been resolved at the conclusion of this stage of discussions, the Department must provide a written response to the grievance, including reasons for not implementing any proposed remedy.

Step 4: If the matter remains unresolved then, if the parties agree, it may be referred to a mutually acceptable mediator/arbitrator. The parties have the right to refer the matter to the Industrial Relations Commission at this stage.

Step 5: It is a condition of this Agreement that the procedures will be followed and that there shall be no disruption to work.

- (iii) The parties agree that there will be no strikes by members of staff of the Department relating directly to rights settled by this Agreement. The parties further agree that the Department will not initiate legal proceedings in respect of participation of members of staff in official strike action of their Association not directed specifically at these settled rights. In consideration of this undertaking, the Associations agree, to the best of their ability, to allow for arrangements to be made for any potential agricultural-related emergency occurring during such a strike to be managed.

CLAUSE 18 - DECLARATION

The parties to this Agreement declare that it:

- a. is not contrary to the public interest;
- b. is not unfair, harsh or unconscionable;
- c. was not entered into under duress; and
- d. is in the interests of the parties.

CLAUSE 19 - AREA, INCIDENCE AND DURATION

- (i) This Agreement replaces the Crown Employees (Scientific Officer, Various Departments) Agreement No.2433 of 1982, the Crown Employees (Veterinary Officers) Award No.1131 of 1981, the Engineers Agreement No.1734 of 1971, and the Crown Employees (Librarian) Award, in respect of the Department of Agriculture.
- (ii) It shall apply to all Professional members of staff of the Department of Agriculture (other than those members of staff employed in the Senior Executive Service or as Legal Officers and Research Scientists). It shall take effect on and from the date of registration and shall remain in force for a period of twelve (12) months, unless varied or terminated earlier in accordance with the provisions of sections 124 or 125, as appropriate, of the Industrial Relations Act 1991.
- (iii) The parties agree to commence negotiations on a new Agreement no later than one (1) month prior to the expiration date of this Agreement.

CLAUSE 20 - GENERAL CONDITIONS OF EMPLOYMENT

Except as otherwise provided in this Agreement, Professional Officers shall be entitled to and shall observe the conditions of employment covering officers employed in organisations listed in Schedule "1" and Schedule "2" of the Public Sector Management Act, 1988 and the Regulations and as contained in the Public Service Handbook.

The provisions of:

Crown Employees (Overtime) Award

Crown Employees (Travelling Compensation) Award

Crown Employees (Transferred Officers Compensation) Award

Crown Employees (Holidays) Award

Crown Employees (Transferred Officers Excess Rent) Agreement No.2354 of 1981

Flexible Working Hours Agreement No.2275 of 1980

Consultation on the Introduction of Technological Change Agreement No.2457 of 1983

Personnel Handbook published by the Department of Industrial Relations, Employment, Training and Further Education

Crown Employees (Department of Agriculture OIC Allowance) Award

shall continue to apply during the term of this Agreement, provided that any variation to such Awards, Agreements, etc., shall be the subject of negotiations between the parties prior to their implementation. Such implementation shall be in accordance with section 125 of the Industrial Relations Act, 1991.


For and on behalf of the
PUBLIC EMPLOYMENT INDUSTRIAL
RELATIONS AUTHORITY



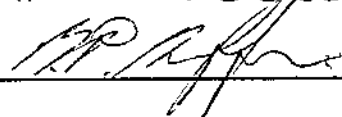
WITNESS



For and on behalf of the
DEPARTMENT
OF AGRICULTURE


K P SHERIDAN
DIRECTOR-GENERAL

WITNESS



DEPARTMENT OF AGRICULTURE PROFESSIONAL OFFICER ENTERPRISE AGREEMENT 1992

For and on behalf of the
PUBLIC SERVICE ASSOCIATION
OF NEW SOUTH WALES

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WITNESS

For and on behalf of the
NSW PUBLIC SERVICE PROFESSIONAL
OFFICERS' ASSOCIATION

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WITNESS

For and on behalf of the
ASSOCIATION OF PROFESSIONAL
ENGINEERS, AUSTRALIA, NEW SOUTH WALES
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WITNESS