

ENTERPRISE AGREEMENT

NO: E.A. 146 /1995

DATE REGISTERED: 28-4-95

PRICE: \$ 22-00

**DEPARTMENT OF CONSERVATION
AND LAND MANAGEMENT**

***SKILLED TRADES, OPERATIONAL
AND FIELD STAFF (RATES OF PAY)
ENTERPRISE AGREEMENT***

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1. **TITLE**

This Agreement shall be known as the **DEPARTMENT OF CONSERVATION AND LAND MANAGEMENT** (Skilled Trades, Operational and Field Staff - rates of pay) Enterprise Agreement.

2. **DEFINITIONS**

"Act" means the Public Sector Management Act 1988.

"Agreement" means this Enterprise Agreement.

"Union" means the:

- Australian Workers Union N.S.W. Branch
- Australian Liquor, Hospitality and Miscellaneous Workers Union NSW Branch
- Transport Workers Union of Australia N.S.W. Branch
- Electrical Trades Union of Australia, NSW Branch
- Automotive, Metals and Engineering Union, NSW Branch
- Building Workers Industrial Union of Australia, NSW Branch

having regard for their respective coverage.

"Department" means the Department of Conservation and Land Management.

"Director-General" means the Chief Executive Officer of the Department.

"Industrial Authority" means the Public Employment Industrial Relations Authority.

"Staff" means all persons who are permanently, casually or generally employed under the Act, under Section 5(4) of the Soil Conservation Act, or under any other authority in the Service of the Crown, and who, as at the operative date of this Agreement were occupying one of the positions covered by the Agreement, or who, after that date, are appointed to or employed in one of such positions by the Department.

"Parties" means the Industrial Authority, the Department and the Unions as listed.

3. **INTENTION**

- (i) The purpose of this Agreement is to regulate the pay rates and to partially regulate the terms and conditions of employment of all staff employed in the classifications of:

Security Officer;
Fitter, Fitter/Operator or Mechanical Tradesperson, Electrical Fitter,
Carpenter;
Farm Assistant, Nursery Hand, Nurseryman, Handyman, Sand Drift
Control Worker or Sand Drift Control Worker in charge;
Rotary Earth Digger (auger type) operator, Labourer or Fencer;
Transport Driver;
Surveyors' Field Hand;
Kiosk Attendant;

Apprentices in those trades or callings covered by the Crown Employees (Skilled Tradesmen) Award;

by the Department of Conservation and Land Management.

- (ii) It is intended that the Agreement will provide a suitable basis and framework for the parties to implement at the organisation level appropriate arrangements to ensure that Corporate objectives are met.

The Agreement will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff, and the community.

4. WORKPLACE REFORM PROGRAM

The parties agree to continue discussions toward the implementation of the following workplace reform processes as part of the implementation of this agreement.

This may include, but not be limited to such issues as:

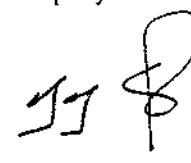

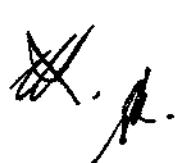
- *consultation with the parties on implementation*
- *ensuring equal employment opportunity and recognition of merit*
- *an emphasis on developing a pay structure which rewards staff for skills used on the job*
- *fortnightly payment of wages*
- *making changes to working arrangements through consultation and co-operation*
- *leave loading being paid 1st Pay date in December each year*
- *career development and training*
- *spread of RDO's*
- *establishment or adoption of national competency standards.*
- *"rolling up" of certain allowances*

as agreed between the parties.

5. WAGE RATES

Staff covered by this agreement will receive an increase of 4% on their current rates backdated until the first pay period commencing on or after 1 January 1994, and a further 3% from the first pay period commencing on or after 1 November 1994. This will be expressed in the following terms.

The rates of pay contained in Schedule A, to this agreement take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with Schedule A, Column 1 on and from the first pay period commencing on or after 1 January 1994, Schedule A, Column 2 on and from the first pay period commencing on or after 1 November, 1994, or the date of employment whichever is later.

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The rates of pay contained in Schedule A, and the payment for the employment period proceeding the registration of this agreement are to be paid in the first pay period commencing on or after the registration of this agreement.

SCHEDULE A

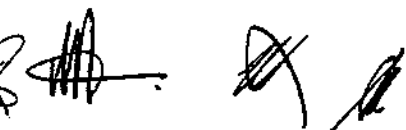
(a) Rates of Pay

The rates of pay for staff covered by this Agreement are as follows:

Classification (Departmental wage point)	Column 1 As at the first pay period commencing on or after 1st January, 1994 \$ per week	Column 2 As at the First Pay Period commencing on or after 1st November, 1994 \$ per week
Security Officer		
Grade 1 (26)	413.00	425.40
Grade 2 (30)	427.40	440.20
Grade 3 (35)	447.00	460.30
Early Morning Shift 10% Loading		
Afternoon Shift 15% Loading		
Fitter, Fitter/Operator, Carpenter, Mechanical Tradesperson (41)	471.40	485.60
Electrical Fitter (48)	502.80	517.90
Apprentices		
Year 1 (1)	203.80	210.00
Year 2 (2)	268.20	276.30
Year 3 (11)	343.60	353.90
Year 4 (23)	396.30	408.20
Farm Assistant } Class 1 (25)	403.80	415.90
Nursery Hand } Class 2 (26)	413.00	425.40
Nurseryman 1st Year (31)	431.00	443.90
Nurseryman (thereafter) (32)		
Handyman (32)	435.40	448.50
Sand Drift Control Worker (28)	420.60	433.20
Sand Drift Control Worker in Charge (33)	439.20	452.30
Rotary Earth Digger (auger type) operator (48.5 - 74.6 kw) (34)	442.60	455.90
Labourer (29)	424.00	436.70
Fencer (32)	435.40	448.50
(Labourer - destroying rabbits) providing own transport - \$1.34 per day - \$1.00 per week per dog (maximum 2 dogs)		

PA Paul J. J. [Signature]

Classification (Departmental wage point)	Column 1 As at the first pay period commencing on or after 1st January, 1994 \$ per week	Column 2 As at the First Pay Period commencing on or after 1st November, 1994 \$ per week
Transport Driver Transport Worker Grade 6 (four axles) (38) Transport Worker Grade 7 (five or six axles) (42) Long/wide load allowance: exceeds 2.9 metres but less than 3.36 metres in width \$1.1269 per hour minimum 4.50/day	458.50 476.30	472.30 490.60
Surveyors Field Hand Second Class (23) First Class (26) Special Class (31) Echo Sounder Operator (30) Instrument Man (32) Camp Cook (23)	396.30 413.00 431.00 427.40 435.40 396.30	408.20 425.40 443.90 440.20 448.50 408.20
Earthmoving Operator Trainee (23) Grade 1 (26) Grade 2 (43) Grade 3 (46)	396.30 413.00 480.20 494.30	408.20 425.40 494.60 509.20
Kiosk Attendant (10)	334.30	344.30
Charge Hand Project (69) Supervisory (74)	614.00 644.60	632.40 663.90
Wage Related Allowances Leading Hand 1-5 employees 6-10 employees Moree than 10 employees Electricians B Grade Licence A Grade Licence Tool Allowance Fitter, Fitter/Operator, Carpenter, Mechanical Tradesperson Electrical Fitter	23.50 30.00 39.30 12.30 22.80 17.70 9.40	24.20 31.00 40.50 12.60 23.50 18.20 9.60

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6. GRIEVANCE AND DISPUTE PROCEDURES

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 lowest level possible in the workplace.

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 staff member(s) and the supervisor involved. If the matter remains unresolved follow Step 2.

Step 2: The matter is discussed between the staff member(s), the union delegate and their supervisor. If the matter remains unresolved follow Step 3.

Step 3: The matter is discussed between the staff member(s), the union delegate the supervisor and the branch manager. If the matter remains unresolved follow Step 4.

Step 4: The matter is discussed between the branch manager, representative of the Employee Services Branch and the union delegate and/or union official. If the matter remains unresolved follow Step 5.

Step 5: The matter is discussed between senior representatives of the organisation and the relevant union.

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

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.

Each of the steps will be followed within a reasonable time frame having regard to the nature of the grievance or dispute.

The parties agree that normal work will continue without disruption, while these procedures are followed.

7. SAVINGS OF RIGHTS

No staff member will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Agreement.

The parties agree that upon the registration of an agreement to replace this enterprise agreement or on the termination of this agreement (if discussions are not successful in negotiating a replacement), the parties will agree to the establishment of a consent award which prescribes the remuneration and other conditions of employment contained within this agreement.

8. RELATIONSHIP TO AWARD

This Agreement should be read and interpreted in conjunction with: the Crown Employees (Skilled Tradesmen) Award; the Crown Employees (Security and General Services) Award; Surveyors' Field Hands (State) Award; General Construction Etc. (State) Award; Canteen Workers (State Award); Transport Industry (State) Award; Crown Employees (Skilled Tradesmen) Apprenticeship Award; Crown Employees (Transport Drivers Etc.) Award; Crown Employees (Skilled Tradesmen - 1992 Expense Related Allowances) Award; Farm Assistants Soil Conservation Service Agreement No. 2310 of 1981 provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

9. DECLARATION

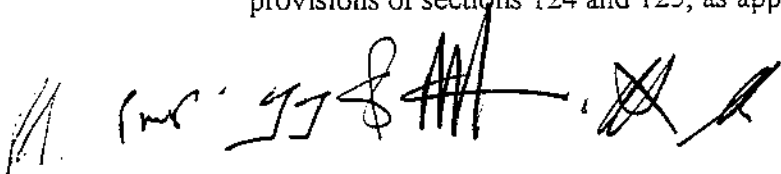
The Parties to this Agreement declare that the Enterprise Agreement:

- (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.

10. AREA, INCIDENCE AND DURATION

This Agreement shall apply to all staff employed under the provisions of the Awards listed in Clause 8 by the Department of Conservation and Land Management from its various offices throughout the State of New South Wales.

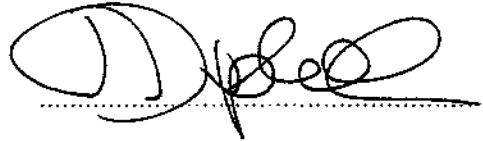
It shall take effect on and from the date of registration and shall remain in force thereafter for a period of 12 months, unless varied or terminated earlier in accordance with the provisions of sections 124 and 125, as appropriate of the Industrial Relations Act 1991.

Handwritten signatures and initials at the bottom of the page, including a large signature that appears to be 'Mr. G. J. S. [unclear]' and several other scribbled marks.

"WITHOUT PREJUDICE"

THIS AGREEMENT IS MADE AT SYDNEY ON THE
DAY OF 1994.

Signed for and on behalf of the)
PUBLIC EMPLOYMENT INDUSTRIAL)
RELATIONS AUTHORITY by the)
Director-General, Department of Industrial)
Relations, Employment, Training and Further)
Education in the presence of:)



Signed for and on behalf of the)
DEPARTMENT OF CONSERVATION)
AND LAND MANAGEMENT)
by the Director-General in the presence of:)

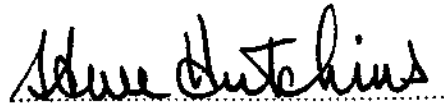


Signed for and on behalf of the)
AUSTRALIAN WORKERS UNION)
NSW BRANCH)
by: M. J. O'SHEA)

M. J. O'SHEA
SECRETARY
AUSTRALIAN WORKERS' UNION
N.S.W. BRANCH
REGISTERED UNDER THE INDUSTRIAL
ACT OF 1994 (AS AMENDED)

in the presence :

Signed for and on behalf of the)
TRANSPORT WORKERS UNION OF)
AUSTRALIA NSW BRANCH)
by: STEVE HUTCHINS, NSW SECRETARY)



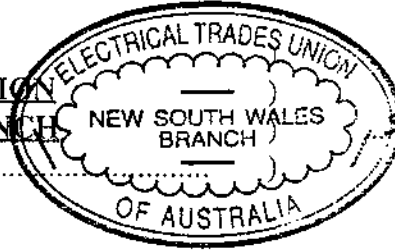
in the presence of:



"WITHOUT PREJUDICE"

Signed for and on behalf of the
ELECTRICAL TRADES UNION
OF AUSTRALIA NSW BRANCH

by:



in the presence of:

John Bond J.P.

Signed for and on behalf of the
AUSTRALIAN LIQUOR, HOSPITALITY
AND MISCELLANEOUS WORKERS UNION
NSW BRANCH

by:



in the presence of:

Bill Weather

Signed for and on behalf of the
AUTOMOTIVE, METALS AND
ENGINEERING WORKERS UNION,
NSW BRANCH

by:

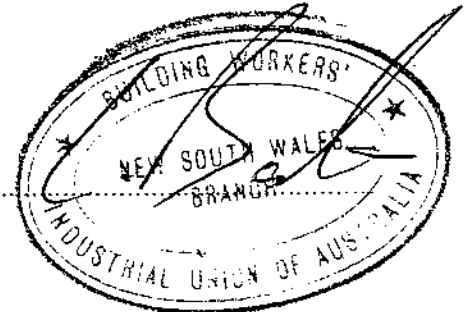


in the presence of:

Inever Sharpe J.P.

Signed for and on behalf of the
BUILDING WORKERS INDUSTRIAL UNION
OF AUSTRALIA, NSW BRANCH
NSW BRANCH

by:



in the presence of:

S. Kerridge

DEPARTMENT OF CONSERVATION AND LAND MANAGEMENT
SKILLED TRADES OPERATIONAL AND FIELD STAFF
ENTERPRISE AGREEMENT

- * the agreement covers the following agencies within the Department of Conservation and Land Management including:

Land Titles Office
Valuer Generals
Soil Conservation Service

- * the agreement covers 133 employees throughout New South Wales
- * the agreement is for a period of one year from date of registration
- * rates of pay and allowances are varied as follows:

4% on current rates from the first pay period on or after 1 January 1994

~~4%~~ 3% from the first pay period on or after 1 November 1994

- * a workplace reform program is to be discussed between the parties during the life of the agreement
- * The relationship between the agreement and underpinning awards is set out in clause 8