

ENTERPRISE AGREEMENT

NO: E.A. 262 /1995

DATE REGISTERED: 27-7-95

PRICE: \$ 30-00

**NEW SOUTH WALES DEPARTMENT OF COMMUNITY SERVICES
(TRADE STAFF) ENTERPRISE AGREEMENT, 1994**

1. TITLE

This Agreement shall be known as the "New South Wales Department of Community Services (Trade Staff) Enterprise Agreement 1994".

2. INDEX

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3. PARTIES

The parties to this Agreement are:

- The Public Employment Industrial Relations Authority (as the body which has the statutory power to appear before tribunals and to enter into Agreements on behalf of the employer);
- New South Wales Department of Community Services (as the enterprise employer) in respect of the Department of Community Services enterprise, conducted in its offices, residential units and major centres throughout the State of New South Wales;

and the following Industrial organisations of employees that represent persons employed, or intending to be employed, in this enterprise;

- Building Workers Industrial Union of Australia, New South Wales Branch
- The Operative Painters and Decorators Union of Australia, New South Wales Branch
- Electrical Trades Union of Australia, New South Wales Branch
- The New South Wales Plumbers and Gasfitters Employees Union
- Automotive, Foods, Metals and Engineering Union, New South Wales Branch
- AWU-FIME Amalgamated Union, New South Wales

4. DECLARATION

The parties to the Agreement declare that this Agreement:

- (i) is not contrary to the public interest;
- (ii) is not unfair, harsh or unconscionable;
- (iii) was not entered into under duress by any party to it; and
- (iv) is in the interest of the parties.

EL *MB* *WV* *DN 90*

5. DEFINITIONS

"DEPARTMENT" means the New South Wales Department of Community Services.

"UNION" means the:

Building Workers Industrial Union of Australia, New South Wales Branch;

The Operative Painters and Decorators Union of Australia, New South Wales Branch;

The New South Wales Plumbers and Gasfitters Employees Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

Automotive, Food, Metals and Engineering Union,
New South Wales Branch

AWU-FIME Amalgamated Union, New South Wales

"OFFICER" means and includes all persons permanently or temporarily employed under the provisions of the Public Sector Management Act, 1988 and who, on or after the operative date of this Agreement, are employed within the New South Wales Department of Community Services in a classification listed in Schedule 1 of this Enterprise Agreement covered by the Crown Employees (Skilled Tradesmen) Award and the Public Hospital Employees (Skilled Tradesmen) Award referred to in Clause 6 of this Agreement.

6. INCIDENCE

Except as expressly modified by this Agreement, the conditions contained in the following Instruments will continue to apply:-

- Crown Employees (Skilled Tradesmen) Award
- Crown Employees (Skilled Tradesmen - 1994) Expense Related Allowances Award
- Public Hospital Employees (Skilled Tradesmen) Award
- Public Sector Management Act, 1988
- Public Sector Management (General) Regulation

EL *AA* *B.* *Wm* *RWS*

7. DATE AND PERIOD OF OPERATION

- (i) This Agreement shall operate on and from the date of registration and shall remain in force for a period of twelve (12) months.
- (ii) The parties agree that negotiations in relation to any future Enterprise Agreements should commence not later than six (6) months prior to the date referred to in sub-clause (i) above.
- (iii) The parties will negotiate any future Agreements so as to reach finality prior to 30 June, 1996. If the parties are unable to comply with this requirement, this Agreement shall remain in force thereafter until a new Agreement is finalised or an Award is made under the Industrial Relations Act, 1991.

8. NO EXTRA CLAIMS


The parties to this Agreement undertake that for the period of the Agreement they will not pursue any extra claims, except as allowed under Division 2 of the Industrial Relations Act, 1991. This will enable the parties to raise items for discussion with a view to achieving mutually agreed variations, if required, to this Agreement during its life.

9. WAGE INCREASES

- (i) The rates of pay and allowances contained in schedule 1 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 columns 3 and 4 of schedule 1 or the date of employment whichever is the later.
- (ii) The rates of pay and allowances contained in column 5 of schedule 1 shall be payable subject to substantial progress in the consolidation process referred to in Clause 13 of this Agreement being achieved.
- (iii) The rates of pay and allowances contained in schedule 1 and the payment for the employment period preceding the registration of this Agreement are to be paid in the first pay period following registration of this Agreement or as soon thereafter as is reasonably practicable.

10. BOILER ATTENDANT'S CERTIFICATE ALLOWANCE

An officer being the possessor of a Boiler Attendant's Certificate who is required to supervise or operate a boiler shall for each week he/she is so required shall be paid in addition to the rates prescribed \$3.58 with effect on and from the date of registration of this Agreement.

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11. THERMOSTATIC MIXING VALVE CERTIFICATE ALLOWANCE

An officer who is a licenced plumber and holds a thermostatic mixing valve certificate issued by a College of Technical and Further Education and is required to act upon such certificate shall be paid an allowance of \$12.60 per week with effect from the date of registration of this Agreement.

12. OVERTIME

- (i) An officer who works directed overtime outside normal rostered hours may elect to be compensated by way of time in lieu of overtime, subject to the following:
 - (a) time off in lieu shall, wherever possible, be taken within three months of it being accrued;
 - (b) where it is not possible for a staff member to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made;
 - (c) the accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the officer and their local management;
 - (d) records of all time in lieu owing to staff and taken by staff must be maintained by local management;
 - (e) time in lieu may be taken as a proportion of the paid entitlement; and
 - (f) time in lieu shall be taken in hourly periods.
- (ii) Such leave in lieu shall accrue at the rate specified for overtime in this Agreement i.e. such leave in lieu shall accrue at the equivalent computed overtime rate as prescribed by the Crown Employees (Skilled Tradesmen) Award.
- (iii) As far as is reasonably practicable, overtime shall be equally distributed between relevant staff.
- (iv) Where an employee elects to be paid for overtime worked such overtime shall be paid as per the entitlements under the Crown Employees (Skilled Tradesmen) Award overtime provisions.

Ed. AA B. [Signature] *RW 98*

13. FUTURE COMMITMENTS

- (i) The parties agree to work together to develop a flexible, committed and highly skilled workforce that is focused on high quality service and on a working environment which is mutually rewarding to the Department and all the staff employed by it.
- (ii) In accordance with (i) above, the following matters have been identified which the parties aim to finalise discussion on within the life of this Agreement:
 - (a) creation of a classification and salary structure for all officers who are covered by the Crown Employees (Skilled Tradesmen) Award and the Public Hospital Employees (Skilled Tradesmen) Award referred to in Clause 6, Incidence, of this Agreement.

The parties agree that tradespeople will perform, both on a planned and emergency basis, a variety of manual and technical tasks related to maintenance and construction of buildings, plant and equipment. They may be required to assist other tradespeople in the performance of their duties and can be called upon to perform any maintenance and construction tasks within their level of ability, skills, competency and statutory requirements.

- (b) streamlining the number of allowances payable to employees on a cost neutral basis through either:
 - rolling-up all of some allowances into base salary; or
 - rolling a number of allowances together.
- (c) develop a single, consolidated instrument of employment covering all trades staff within the Department.
- (iii) The parties agree to negotiate reforms in good faith and recognise that agreement may not be reached on all matters under consideration.

14. ENTERPRISE COMMITTEE

- (i) The parties agree that to assist in achieving the objectives of this Agreement, there shall be established a Trade Staff Enterprise Agreement Committee (the Committee).
- (ii) This Committee shall consist of up to 6 senior representatives nominated by the Department and up to 6 employee representatives of the workforce covered by this Agreement as nominated by the Unions and is intended by the parties to be the principal forum for information exchange, consultation and/or negotiation between the parties, in relation to this Agreement.
- (iii) The parties agree that this Committee will meet during normal working hours as often as is required but in any event not less than every three months during the term of this Agreement.

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- (iv) Recognising the evolving nature of the enterprise bargaining process, the parties agree that it would be appropriate for the Committee to also identify and discuss issues for incorporation into future Enterprise Agreements to facilitate development of an agreed position on such issues prior to the next Agreement.

15. COMPETENCY BASED TRAINING

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:-

- (i) acknowledgment of skills held;
- (ii) developing a more highly skilled and flexible work force;
- (iii) providing wages staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities;
- (iv) ensuring equity and fairness of access to training for all wages staff based on organisational need to increase flexibility and productivity;
- (v) removing barriers once identified and agreed upon by the Committee referred to in Clause 14, Enterprise Committee, of this Agreement to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for the wages staff.

16. USE OF CONTRACTORS

- (i) Wherever practicable the Department will use its existing officers to carry out work within their capabilities.
- (ii) The parties to this Agreement acknowledge that circumstances can arise where it is more efficient to use contractors for a particular job. These circumstances would usually entail such factors as current workforce being fully utilised, or use of special tools, materials, equipment or specific skills not readily available to the Department.
- (iii) The Department will keep officers informed and involved prior to the use of contractors.

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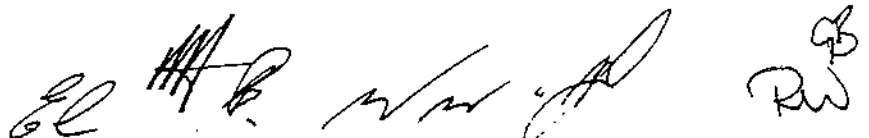
- (iv) All contractors must supply their own tools and equipment. No contractor or their employees will be able to utilise the tools, equipment, materials or amenities which is used by the Department's workforce unless properly authorised by the Department.
- (v) Notwithstanding the provisions of this clause, the parties agree that the Department has the right to require officers to work within Residential Care facilities as is deemed necessary.

17. EFFICIENCY

- (i) In order to ensure the highest level of client service is provided within the available budget of the Department, the Department and the Unions are committed to achieving cost efficiencies in the provision of services.
- (ii) The parties recognise that the Department has the responsibility for determining the most cost effective way of providing services.
- (iii) The Department is committed to consulting with the Unions on proposed changes in the delivery of services and will consult on an on-going basis on the implementation of initiatives to improve cost effectiveness.
- (iv) Where it is identified that services can be delivered more cost effectively, the Department will offer an opportunity to staff to improve the efficiency and cost effectiveness of the current service.
- (v) The Department and the Unions also agree to co-operate in a process of modifying work arrangements where efficiency is impeded by the presence of demarcations or archaic work practices.
- (vi) The parties also agree to co-operate during the life of this Agreement in such other discussions or consultative processes which may be seen as necessary or desirable in the interests of proper implementation of this Agreement.

18. DISPUTE RESOLUTION PROCEDURES

- (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 purposes 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:-



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- (a) where a dispute arises at a particular work location, discussions shall be held between the officer/s concerned and the immediate supervising officer;
 - (b) failing resolution of the issues at that level, further discussions shall take place between the employee, the relevant local delegate or employee representative and the supervising officer or Manager;
 - (c) if the dispute remains unresolved the local delegate shall refer the matter to the Union official who will confer with the Area Manager or General Manager; and
 - (d) if the dispute is not resolved at that stage the matter is to be referred to the Manager, Employee Relations Branch or the Principal Industrial Relations Officer who will assume responsibility for liaising with Senior Executive Members of the Department and advise of their final position.
- (iii) If the matter remains unresolved it should be immediately referred to the Industrial Registrar.
 - (iv) Whilst these procedures are taking place, no ban, limitation or stoppage of work shall take place.
 - (v) In cases where a dispute is premised on an issue of safety, and is unable to be resolved at the Area/Divisional level, the matter should be referred to the Manager, Employee Relations or the Principal Industrial Relations Officer for further consultation with the Union/s.

19. MINIMUM CONDITIONS

The minimum conditions of employment of employees to be covered by this Agreement, referred to under Section 122 of the Industrial Relations Act 1991, are fixed by the respective instruments identified in Clause 6, Incidence, of this Enterprise Agreement.

20. UNION SUBSCRIPTIONS

The Department agrees to automatically deduct Union dues from the pay of Union members.

21. ACCESS TO COPIES OF AGREEMENT

The Department will comply with Section 130 of the Industrial Relations Act, 1991 with respect to notice to be given of the conditions contained within this Agreement.

The bottom of the page contains several handwritten signatures in black ink. There are approximately five distinct signatures, some appearing to be initials and others more full names, written in a cursive style.

THIS AGREEMENT IS MADE AT SYDNEY ON THE _____ DAY OF _____ 199 .

Signed for and on behalf of the
**PUBLIC EMPLOYMENT INDUSTRIAL
RELATIONS AUTHORITY**)

the presence of:)

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_____)

[Handwritten signature]
_____)

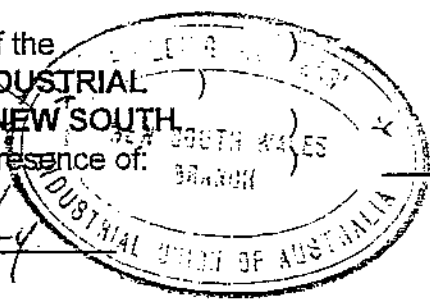
Signed for and on behalf of the
**DIRECTOR-GENERAL, NEW SOUTH
WALES DEPARTMENT OF COMMUNITY
SERVICES** in the presence of:)

_____)

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_____)

Signed for and on behalf of the
**BUILDING WORKERS INDUSTRIAL
UNION OF AUSTRALIA, NEW SOUTH
WALES BRANCH** in the presence of:)

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_____)



[Handwritten signature]
_____)

Signed for and on behalf of the
**OPERATIVE PAINTERS AND
DECORATORS UNION OF AUSTRALIA,
NEW SOUTH WALES BRANCH** in the)

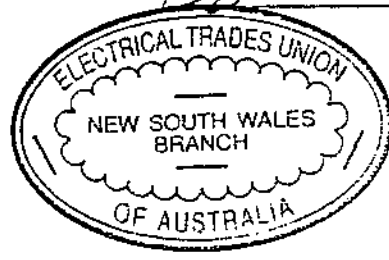
presence of:)

[Handwritten signature] J.P.)

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_____)

Signed for and on behalf of the
**ELECTRICAL TRADES UNION OF
AUSTRALIA, NEW SOUTH WALES
BRANCH** in the presence of:)

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_____)



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_____)

Signed for and on behalf of the
**NEW SOUTH WALES PLUMBERS AND
GASFITTERS EMPLOYEES UNION**
in the presence of:

[Signature]



NEW SOUTH WALES
BRANCH

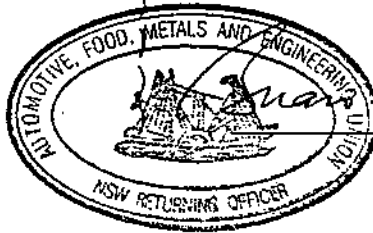
Roland A. Robson

Signed for and on behalf of the
**AUTOMOTIVE, FOOD, METALS,
ENGINEERING** [REDACTED]

NSW SOUTH
WALLES BRANCH

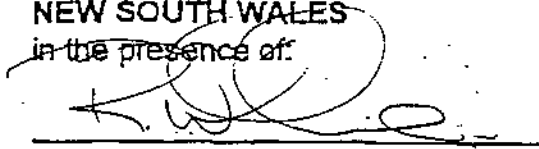
UNION
in the presence of:

Trevor Thorpe J.P.

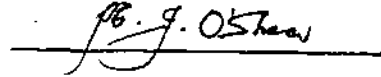


[Signature]

Signed for and on behalf of the
AWU-FIME AMALGAMATED UNION,
NEW SOUTH WALES
in the presence of:



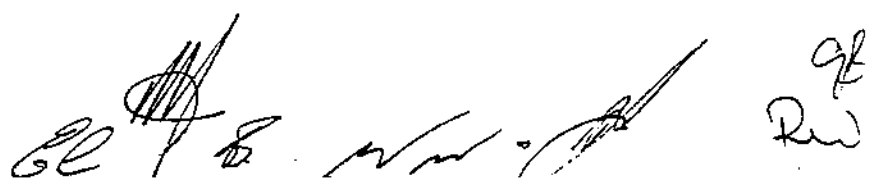
M. J. O'SHEA
SECRETARY
A.W.U. FIME AMALGAMATED UNION
REGISTERED UNDER THE INDUSTRIAL
RELATIONS ACT OF 1991.



**NEW SOUTH WALES DEPARTMENT OF COMMUNITY SERVICES (TRADE STAFF)
ENTERPRISE AGREEMENT, 1994**

SCHEDULE 1

Wage Rate Codes	Column 1 CLASSIFICATIONS	Column 2 Current Rate	Column 3 EFF 1PP 1.1.94	Column 4 EFF 1PP 1.7.94	Column 5 EFF 1PP 1.7.95
G51	BRICKLAYER	\$453.30pw	\$466.90pw	\$480.90pw	\$495.30pw
G52	CARPENTER/JOINER	\$453.30pw	\$466.90pw	\$480.90pw	\$495.30pw
G56	ELECTRICAL FITTER	\$483.50pw	\$498.00pw	\$512.90pw	\$528.30pw
G56	ELECTRICAL MECHANIC	\$483.50pw	\$498.00pw	\$512.90pw	\$528.30pw
G58	FITTER	\$453.30pw	\$466.90pw	\$480.90pw	\$495.30pw
G5D	MOTOR MECHANIC	\$453.30pw	\$466.90pw	\$480.90pw	\$495.30pw
G53	PAINTER	\$453.30pw	\$466.90pw	\$480.90pw	\$495.30pw
G57	PLANT ELECTRICIAN	\$510.30pw	\$525.60pw	\$541.40pw	\$557.60pw
G54	PLUMBER/GASFITTER	\$458.00pw	\$471.70pw	\$485.90pw	\$500.50pw
G5F	CHARGE HAND : SUPERVISORY	\$619.70pw	\$638.30pw	\$657.40pw	\$677.10pw
G5C	CHARGE HAND : PROJECT	\$590.40pw	\$608.10pw	\$626.30pw	\$645.10pw
B52	APPRENTICE YR 1	\$196.00pw	\$201.90pw	\$208.00pw	\$214.20pw
B52	APPRENTICE YR 2	\$257.90pw	\$265.60pw	\$273.60pw	\$281.80pw
B52	APPRENTICE YR 3	\$330.40pw	\$340.30pw	\$350.50pw	\$361.00pw
B52	APPRENTICE YR 4	\$381.10pw	\$392.50pw	\$404.30pw	\$416.40pw



**NEW SOUTH WALES DEPARTMENT OF COMMUNITY SERVICES (TRADE STAFF)
ENTERPRISE AGREEMENT, 1994**

SCHEDULE 1

Earning Codes	Column 1	Column 2	Column 3	Column 4	Column 5
	CLASSIFICATIONS	Current Rate	EFF 1PP 1.1.94	EFF 1PP 1.7.94	EFF 1PP 1.7.95
LEADING HAND ALLOWANCE					
LEADING HANDS : 1 TO 5		\$22.60pw	\$23.30pw	\$24.00pw	\$24.70pw
LEADING HANDS : 6 TO 10		\$28.90pw	\$29.80pw	\$30.70pw	\$31.60pw
LEADING HANDS : MORE THAN 10		\$37.80pw	\$38.90pw	\$40.10pw	\$41.30pw
MENTAL INSTITUTIONS ALLOWANCE					
		\$0.68pw	\$0.70pw	\$0.72pw	\$0.74pw
POOL ALLOWANCE					
BRICKLAYER					
CARPENTER/JOINER		\$12.20pw	\$12.55pw	\$12.90pw	\$13.30pw
ELECTRICAL FITTER		\$17.00pw	\$17.50pw	\$18.00pw	\$18.55pw
ELECTRICAL MECHANIC		\$9.00pw	\$9.30pw	\$9.60pw	\$9.90pw
FITTER		\$9.00pw	\$9.30pw	\$9.60pw	\$9.90pw
MOTOR MECHANIC		\$17.00pw	\$17.50pw	\$18.00pw	\$18.55pw
PAINTER					
PLANT ELECTRICIAN		\$17.00pw	\$17.50pw	\$18.00pw	\$18.55pw
PLUMBER/GASFITTER		\$4.20pw	\$4.40pw	\$4.60pw	\$4.85pw
PLUMBER/CARPENTER		\$9.00pw	\$9.30pw	\$9.60pw	\$9.90pw
		\$17.00pw	\$17.50pw	\$18.00pw	\$18.55pw
		\$17.00pw	\$17.50pw	\$18.00pw	\$18.55pw

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NEW SOUTH WALES DEPARTMENT OF COMMUNITY SERVICES (TRADE STAFF)
ENTERPRISE AGREEMENT, 1994

SCHEDULE 1

Earning Codes	Column 1 CLASSIFICATIONS	Column 2	Column 3	Column 4	Column 5
		Current Rate	EFF IPP 1.1.94	EFF IPP 1.7.94	EFF IPP 1.7.95
204	LICENCE ALLOWANCE				
TP04	PLUMBER	\$4.33pd	\$4.46pd	\$4.59pd	\$4.73pd
TP04	GASFITTER	\$4.33pd	\$4.46pd	\$4.59pd	\$4.73pd
TP06	DRAINER	\$5.77pd	\$5.94pd	\$6.12pd	\$6.30pd
TP06	PLUMBER/GASFITTER	\$5.77pd	\$5.94pd	\$6.12pd	\$6.30pd
TP06	GASFITTER/DRAINER	\$5.77pd	\$5.94pd	\$6.12pd	\$6.30pd
TP06	PLUMBER/DRAINER	\$5.77pd	\$5.94pd	\$6.12pd	\$6.30pd
TP07	PLUMBER/GASFITTER/DRAINER	\$7.98pd	\$8.22pd	\$8.47pd	\$8.72pd
TP16	ELECTRICIAN	\$21.90pw	\$22.60pw	\$23.30pw	\$24.00pw
205	REGISTRATION ALLOWANCE				
TP03	PLUMBER/GASFITTER/DRAINER	\$16.72pw	\$17.22pw	\$17.74pw	\$18.27pw
	CERTIFICATE ALLOWANCES				
307	BOILER ATTENDANTS CERTIFICATE ALLOWANCE (*)	N/A	N/A	N/A	\$3.69pw
308	THERMOSTATIC MIXING VALVE CERTIFICATE ALLOWANCE (**)	N/A	N/A	N/A	\$12.98pw

(*) see Clause 10 of the Agreement
(**) see Clause 11 of the Agreement