

ENTERPRISE AGREEMENT

NO: E.A. 288 /1995

DATE REGISTERED: 14-8-95

PRICE: \$ 22-00

HISTORIC HOUSES TRUST
Skilled Trades and General Services Staff
Enterprise Agreement

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1. TITLE

This Agreement shall be known as the **Historic Houses Trust Skilled Trades and General Services Enterprise Agreement**.

2. DEFINITIONS

"Act" means the Public Sector Management Act 1988.

"Agreement" means this Enterprise Agreement.

"Union" means the
Australian Liquor, Hospitality and Miscellaneous Workers Union (New South
Wales Branch) and the
Building Workers Industrial Union of Australia (New South Wales Branch)

"Organisation" means Historic Houses Trust of New South Wales.

"Director" means the Chief Executive Officer of the Historic Houses Trust of New South Wales.

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

"Staff" means all persons who are permanently, temporarily or casually employed under the Act 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.

3. INTENTION

The purpose of this Agreement is to partially regulate the rates of pay and conditions of employment of the positions of:

Carpenter

- in conjunction with the Crown Employees (Skilled Tradesmen) Award;

General Services Officer, Grade 2;

General Services Officer, Grade 3;

Security Officer, Grade 1

- in conjunction with the Crown Employees (Security & General Services) Award and

Kiosk Assistant

- in conjunction with the Canteen Workers (State) Award

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 PROGRAMME

The parties agree to the implementation of the following workplace reform processes as part of the implementation of this agreement. This may include, but is not limited to, such issues as:

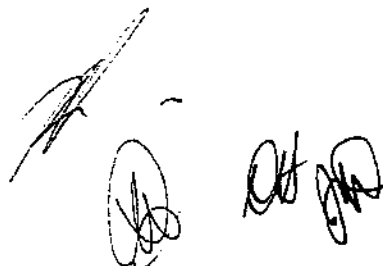
- * consultation with the parties on implementation
- * ensuring equal employment opportunity and recognition of merit
- * an emphasis on developing a pay structure which rewards staff for skills used on the job
- * fortnightly payment of wages
- * making changes to working arrangements through consultation and co-operation
- * incorporation of leave loading into pay rates
- * career development and training
- * spread of RDO's
- * flexibility of working hours
- * performance management
- * consultation and co-operation to improve customer service

as agreed between the parties.

5. WAGE RATES

Staff covered by this agreement shall receive an increase of 4% on their current rates including relevant allowances 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 shall be expressed in the following terms:

The rates of pay contained in Schedule A, Column 2 and Column 3 to this agreement take effect on and from the date of registration. Employees covered by this agreement at the date of registration shall be paid the rate of pay in accordance with Schedule A, Column 2 on and from the first pay period commencing on or after 1 January, 1994 and the rate of pay in accordance with Schedule A, Column 3 on and from the first pay period commencing on or after 1 November, 1994, or the date of employment, whichever is the later,



The rates of pay contained in Schedule A, Column 2 and the payment for the employment period preceeding the registration of this agreement are to be paid in the first pay period commencing on or after the registration of this agreement.

6. GRIEVANCE AND DISPUTE SETTLEMENT 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 or staff member's representative 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 or staff member's representative, the supervisor and the branch manager. If the matter remains unresolved follow Step 4.
 - Step 4: The matter is discussed between the branch manager, representatives of the Employee Services Branch and the union delegate and/or union official or staff member's representative. If the matter remains unresolved follow Step 5.
 - Step 5: The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member's representative.
- 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 shall suffer a reduction in his or her rate of pay or any loss of diminution in his or her conditions of employment as a consequence of the making of this Agreement.

8. RELATIONSHIP TO AWARDS

This agreement shall be read and interpreted in conjunction with the Crown Employees (Skilled Tradesman) Award; the Crown Employees (Security and General Services) Award and the Canteen Workers (State) Award, 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:

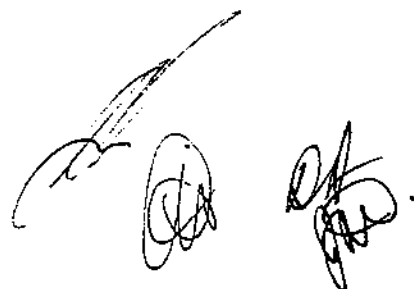
- (i) is not contrary to the public interest;
- (ii) is not unfair, harsh or unconscionable;
- (iii) was not entered into under duress;
- (iv) is in the interests of the Parties.

10. AREA, INCIDENCE AND DURATION

This agreement applies to all employees of the Historic Houses Trust as specified in Schedule A of this agreement, who at the date of registration of this agreement or after that date were employed in positions covered by this agreement in respect of the enterprise conducted by the Historic Houses Trust in its offices throughout the State of New South Wales at the date of making this agreement.

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.

The parties agree to commence negotiations on a new Agreement as soon as possible after the commencement date of this Agreement.



THIS AGREEMENT IS MADE AT SYDNEY ON THEDAY OF.....1995

Signed for and on behalf of the
PUBLIC EMPLOYMENT INDUSTRIAL
RELATIONS AUTHORITY by the
Commissioner of the Public Employment Office
in the presence of:

[Signature]

[Signature]

Signed for and on behalf of the
DIRECTOR,
HISTORIC HOUSES TRUST
in the presence of:

[Signature]

[Signature]

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

[Signature]

[Signature]

Signed for and on behalf of the
BUILDING WORKERS INDUSTRIAL
UNION OF AUSTRALIA
NSW BRANCH
in the presence of:

[Signature]



[Signature]

SCHEDULE A

CLASSIFICATION	Column 1 2.8.91	Column 2 1.1.94	Column 3 1.11.94
	\$ Per week	\$ Per week	\$ Per week
CARPENTER			
Wage	453.30	471.40	485.60
GENERAL SERVICES OFFICER			
Wage Grade 2	384.70	400.10	412.10
Part-time equivalent	10.94 ph	11.38 ph	11.72 ph
Grade 3	397.10	413.00	425.40
SECURITY OFFICER			
Wage Grade 1	397.10	413.00	425.40
Part time equivalent	12.02 ph	11.38 ph	12.88
KIOSK ATTENDANT			
Wage	321.40	334.30	344.30
WAGE RELATED ALLOWANCES	\$ Per Day	\$ Per Day	\$ Per Day
Tool Allowance	17.00	17.70	18.20
Fares Allowance	12.90	13.40	13.80
	\$ Per Week	\$ Per Week	\$ Per Week
Leading Hand Allowance (1-5 employees)	22.60	23.50	24.20

ATTACHMENT B

PART 2: ABOUT THE EMPLOYER PARTY TO THE AGREEMENT

1. PUBLIC EMPLOYMENT INDUSTRIAL RELATIONS AUTHORITY
Level 2, 1 Oxford Street, DARLINGHURST NSW 2010

2. HISTORIC HOUSES TRUST OF NEW SOUTH WALES
61 Darghan Street, GLEBE NSW 2037

ATTACHMENT C

PART 4: ABOUT THE INDUSTRIAL ORGANISATION OF EMPLOYEES

1. AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION, NSW BRANCH

87 Thomas Street, SYDNEY 2000

CONTACT:

Elizabeth Bishop

P O Box 8, Railway Square, SYDNEY 2000

TELEPHONE (02) 281-9577

FACSIMILE (02) 281-4850

2. BUILDING WORKERS INDUSTRIAL UNION OF AUSTRALIA, NSW BRANCH

361 Kent Street, SYDNEY 2000

CONTACT:

Nick Fodor

361 Kent Street, SYDNEY 2000

TELEPHONE (02) 394-9494

FACSIMILE (02) 262-1270

ATTACHMENT D

PART 5: AWARDS APPLYING TO THE WORK COVERED BY THE AGREEMENT

Crown Employees (Skilled Tradesmen) Award

Crown Employees (Security & General Services) Award

Canteen Workers (State) Award

Crown Employees (Holidays) Award

Crown Employees (Overtime) Award

Crown Employees (Transferred Officers Compensation) Award

Crown Employees (Transferred Officers Excess rent Assistance) Agreement 2354

Crown Employees (Travelling Compensation) Award

Crown Employees (Skilled Tradesmen - 1994) Expense Related Allowances Award

Public Sector Management (General) Regulation 1988

ATTACHMENT E

PART 5: MINIMUM CONDITIONS

THE RATES OF PAY CONTAINED IN THE AGREEMENT ARE IN EXCESS OF THE
MINIMUM RATES CONTAINED WITHIN THE VARIOUS AWARDS AND
THEREFORE MEET THE CONDITIONS UNDER SECTION 122 OF THE
INDUSTRIAL RELATIONS ACT 1991.