

# ENTERPRISE AGREEMENT

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1. **TITLE**

This Agreement shall be known as the Office of State Revenue (NSW Treasury) Enterprise Agreement.

**DEFINITIONS**

"Act" means the Public Sector Management Act 1988.

"Agreement" means this Enterprise Agreement.

"Association" means either the Public Service Association of New South Wales or the Professional Officers Association of New South Wales.

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

"OSR" means the Office of State Revenue.

"Secretary" means the Secretary of the NSW Treasury - the Chief Executive Officer of the NSW Treasury as listed in Column 2 of either Schedule 1 or 2 of the Act.

"Executive Director" means the Executive Director of the Office of State Revenue.

"Management" means the Executive Director or delegate of the Executive Director.

"Staff" means all persons who are permanently or temporarily employed under the Act and who, as at the date of registration of this Agreement, were occupying one of the positions covered by the Agreement, or who, after that date, are appointed to, or are employed in one of such positions, except for officers employed in the Chief Executive Service (Schedule 3A of the Public Sector Management Act 1988) or the Senior Executive Service (Schedule 3B).

3. **STATEMENT OF INTENT**

3.1 **Broad Framework**

- (i) The purpose of this Agreement is to regulate the rates of pay and conditions of employment of all staff of OSR.
- (ii) The Agreement has been developed using a cooperative approach to negotiations by the parties. It aims to provide a framework allowing OSR to meet its corporate mission of collecting revenue to finance services for the people of New South Wales while adhering to the corporate value of fairness and consistency in the management of staff.
- (iii) Within that framework, the parties have developed and agreed to the actions and strategies contained in this Agreement with the intent that they will deliver:

- \* new levels of management/staff co-operation and trust;
- \* more flexible and responsive client service and scope for staff to better manage the balance between work and personal needs, through more flexible work and leave arrangements;
- enhanced staff skills, to assist staff achieve their potential and to better meet the present and future needs of OSR;
- \* productivity improvements through incorporating the concepts and practices of continuous improvement into all aspects of OSR's work processes;
- \* a framework for ongoing involvement of employees in decisions relating to workplace reforms, through a process of consultation, participation and co-operation with management;
- \* managers with the skills and competencies to manage a more flexible work environment.

### **3.2 Parties**

The parties to this agreement are:

- (i) the Industrial Authority, the Secretary of the NSW Treasury and the Executive Director of the Office of State Revenue representing the enterprise employer, and
- (ii) the Public Service Association of New South Wales and the Professional Officers' Association of New South Wales on behalf of the employees of the Office of State Revenue,

in respect of the enterprise conducted in the offices of the Office of State Revenue throughout the State of New South Wales.

### **3.3 Declaration**

The parties to this Agreement declare that this 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.

### **3.4 Existing Instruments of Employment that Continue to Apply**

- (i) Except where expressly modified by this Agreement, the following instruments will continue to apply:
  - \* Crown Employees (Holidays) Award

- \* Crown Employees (Transferred Officers Compensation) Award
- \* Crown Employees (Travelling Compensation) Award
- \* Transferred Officers Excess Rent Assistance Agreement No. 2354 of 1981,
- \* Technological Change Agreement No. 2457 of 1983
- \* Crown Employees (Overtime) Award
- \* Flexible Working Hours Agreement No. 2275 of 1980

- (i) Except where expressly modified by this Agreement, the Act and the Public Sector Management (General Regulation) 1988 will continue to apply.
- (iii) Except where expressly modified by this Agreement the provisions of the New South Wales Public Service Personnel Handbook will continue to apply.

#### **4. COMMITMENT TO CLIENT SERVICE AND CONTINUOUS IMPROVEMENT**

##### **4.1 Client Service**

###### **(i) Intention**

OSR places a value on excellence in performance by emphasising consistent high quality customer service. The parties agree to support strategies that will continue the development of OSR as a customer-focused organisation that recognises all staff are service providers with an obligation to consistently meet client needs in accordance with the OSR Guarantee of Service.

- (ii) The parties recognise that, to meet client service expectations, it will be necessary to

- \* gain an understanding of client requirements;
- \* provide training for staff to meet those requirements.

- (iii) The parties agree that:

- \* Individual goal agreements executed as part of OSR's Staff Performance Appraisal and Development Scheme shall set out obligations and requirements for delivery of client service by individual staff members and shall include specific targets and agreed outcomes with respect to the abovementioned obligations and requirements.
- \* OSR will establish and provide specialised customer service training to all staff within the lifetime of this Agreement.
- \* Within 3 months of the registration of this Agreement, a review will be conducted to identify options for delivery of telephone enquiry services to clients.
- \* During the course of the agreement an evaluation of feasible options for alternative methods of payment of State tax and duty obligations of OSR clients will be undertaken.

- \* The OSR Service Excellence Award, initially trialed in the Client Services Division, shall be extended across OSR from the commencement of this Agreement. The aim of the Award shall be to recognise and reward outstanding performance by individual staff members in providing quality service to clients. ("Clients" refers to either taxpayers or others in direct contact with OSR, or OSR staff members to whom another OSR staff member is providing a service.)

#### **4.2 Continuous Improvement**

##### **(i) Intention**

Continuous improvement in OSR is a philosophy for constantly improving quality, service, employee skills and reducing costs. In the last 12 months OSR has introduced a continuous improvement initiative aimed at:

- \* quality improvement in all areas of OSR, which will result in fewer errors, fairer taxes and more effective revenue collection;
- \* ensuring all staff in OSR have the right and opportunity to participate in the management and improvement of their natural work area;
- \* identifying and eliminating waste;
- \* improving the level of client service and stakeholder satisfaction;
- \* reducing costs and identifying productivity gains.

(ii) The parties agree that all staff will continue to contribute to continuous improvement by improving quality, service and reducing the cost of collection of revenue, with a focus on customer service.

(iii) The next phase of the continuous improvement initiative will be the integration of continuous improvement into business planning at Branch and work unit levels.

In order to achieve this, management shall:

- \* train all staff in OSR in both the principles and tools of small step continuous improvement;
- \* promote continuous improvement activities involving staff from all levels, and from every area, of the organisation;
- \* integrate into business plans for Divisions and branches appropriate targets for completion of continuous improvement projects.

All staff agree:

- \* to complete training in the small step initiative;

- \* to actively participate in improving their natural work area utilising the small step and other continuous improvement processes as a normal part of their work.

The effectiveness of the initiative will be reviewed as part of the OSR Corporate Planning Process.

## **5. FLEXIBLE WORK ARRANGEMENTS**

### **(a) Intention**

- (i) The parties recognise the value and importance of flexible working arrangements which respond to the needs of clients and assist staff to meet their work and family/personal responsibilities. Through the provisions of this Agreement, the parties agree to the introduction of more flexible work practices.
- (ii) The parties acknowledge and support the Government's Flexible Work Practices Policy and Guidelines. This policy provides the basis for the introduction of new flexible work arrangements in this Agreement.
- (iii) Consistent with the spirit of this Agreement and the commitment of the parties, it is intended that the flexible work arrangements contained in this Agreement be genuinely available to all staff within OSR.

### **(b) Applications**

- (i) Decisions regarding Applications for any of the Flexible Working Arrangements will be made by taking into account the following factors:

- \* the need for an appropriate level of client service to be provided and maintained based on:

- the requirements of the particular work unit, section or team;
- the organisational requirements of OSR;
- the seasonal peaks of OSR and

- \* the personal commitments and needs of the individual.

- (ii) It shall be the responsibility of managers and supervisors to reach agreement with individual staff regarding flexible working times and days and to ensure equity between staff with regard to work arrangements.
- (iii) These arrangements should be read in conjunction with the Flexible Work Practices Policy and Guidelines.

## **5.1 Career Break Scheme**

- (i) The parties agree to introduce a career break scheme to enable staff to take leave without pay for an agreed duration in order to undertake family/personal responsibilities/commitments or pursue development activities. Career break provisions are available to all staff.
- (ii) Staff are entitled to return to work for agreed periods during a career break in order to meet mutual needs, e.g. provide short term relief, subject to mutual consent.
- (iii) During the period of the career break, OSR will maintain contact with the staff member by providing an information package at 2 month intervals with information on what is happening in OSR and in the Division where the staff member is employed. The information package will include:
  - \* copies of any circulars issued within OSR during the absence;
  - \* Corporate Services and other divisional bulletins;
  - \* other relevant information.
- (iv) Staff are entitled to return to a position at the same grade within OSR at the conclusion of the career break.

## **5.2 Part Time Work**

- (i) Part time work is to be available to all staff of OSR. As such, staff may apply to work part-time in their existing occupied position.
- (ii) Positions may be created as part time or vacant positions may be designated part time prior to recruitment.
- (iii) The number of hours to be worked, days to be worked, and working times are to be mutually agreed between the staff member and OSR. These arrangements are to be confirmed in writing between OSR and the staff member.
- (iv) Part time arrangements can be approved under any of the following methods:

**Standard hours:** hours are set and regular each day and cannot be varied.

**Staggered hours:** set hours each day but with provision to stagger starting and finishing times by up to 1 hour provided the nominated daily hours are completed.

**Flexible working hours:** hours are based on a total number of hours to be worked each settlement period. They can be worked irregularly subject to core and bandwidth provisions.

## **5.3 Job Sharing**

- (i) Job sharing is a voluntary arrangement in which one job is shared amongst part-time staff. This arrangement provides flexibility for staff to choose preferred work patterns



to suit individual needs. Job share arrangements may be initiated by management or staff members subject to mutual agreement.

Implementation of job share arrangements shall be undertaken in accordance with the part-time work provisions. That is, staff sharing the job will be employed on a part-time basis and will be subject to the provisions for part-time work.

#### **5.4 Variable Year Employment**

- (i) These provisions provide preliminary guidance on arrangements for staff to work variable years. Further examination of this practice is being undertaken in consultation between public sector unions and the Office of Public Management. Final guidelines will be issued when these consultations are completed.
- (ii) Variable year employment enables staff to take a year of unpaid leave after a number of years work. The parties agree that the option of variable year employment will be available to enable staff to take 1 years break from work after completion of 4 years work.
- (iii) Variable year employment is available to all staff, subject to mutual agreement between the staff member and OSR.
- (iv) Staff may elect to work 4 out of each 5 years of employment. The ability to take the 1 year break is subject to completion of set 4 years ie. each 4 years of work must be completed prior to the final (5th) year being taken as a break.
- (v) Leave without pay provisions will be used to implement variable year employment.
- (vi) Staff members are entitled to return to a position at the same grade within OSR at the conclusion of the 1 year break.

#### **5.5 Part Year Employment**

- (i) Part year employment enables staff to take a number of weeks unpaid leave per year. This means that employees work an agreed number of weeks per year, by agreement with OSR, with an agreed number of weeks unpaid leave, and recreation leave on a pro-rata basis. This arrangement is available to all staff.
- (ii) Existing leave without pay provisions will be used to implement part year employment.
- (iii) Applications for part year employment are to be submitted on a calendar year basis. The weeks to be taken as leave without pay are to be set down in the application.
- (iv) Staff may elect to be paid an averaged salary for the full year rather than a full pay / leave without pay arrangement.
- (v) Staff are entitled to return to their existing position on completion of the unpaid weeks.

## **5.6 Working from Home**

(i) Approval to work from home may be given where a staff member requests to work from home provided that:

- \* the nature of the work allows for it and it is efficient and effective to do so;
- \* it is an irregular occurrence to meet special circumstances, e.g. a temporary emergency which prevents attendance at work or where a project/report requires urgent completion and for productivity reasons working from home will achieve this objective.

(ii) Working from home is not an entitlement but requires the agreement of both the manager and staff member.

(iii) A framework is to be established between the staff member seeking to work from home and his or her supervisor, providing for agreed outcomes, indicators and targets.

(iv) The effectiveness of the OSR "working from home" arrangements will be monitored by the Monitoring and Advisory Committee.

## **6. CHILDCARE**

(i) The parties recognise that there is an increasing need for working parents to be able to access childcare arrangements. Accordingly it is agreed that the following childcare initiatives will be implemented.

- \* OSR commits to continuing the current vacation care arrangements in place for Parramatta Office staff and to investigate extending the arrangement to the Sydney, Newcastle and Wollongong offices.
- \* OSR will engage the services of an authorised childcare information and referral service for the use of staff. This service will assist officers at all OSR locations to access information relating to:
  - location and contact numbers for childcare centres
  - hours of operation
  - fees and fee relief details
  - age range for children
  - holiday closure dates
  - languages spoken by staff
  - special needs information.
- \* A project team will be established through the OSR Monitoring and Advisory Committee within 2 months of the registration of this Agreement and shall investigate the feasibility of providing additional assistance with childcare. The parties agree that whilst this review will seek to identify and further implement childcare initiatives, OSR will have no responsibility to pay for fees associated with the provision of childcare.

## **7. FLEXIBLE WORKING HOURS**

### **(a) Intention**

- (i) The parties agree to the introduction of a more flexible approach to hours of work within OSR.
- (ii) The new flexible working hours scheme ('the new scheme') aims to improve organisational performance and flexibility for all staff. Achievement of these objectives will ensure that there is an appropriate balance between work and personal commitments. The parties recognise that this will occur if all staff and their supervisors understand and accept the spirit of the new scheme, as well as its operation, and respect the needs of the organisation and individual staff members.
- (iii) Within the parameters of the new scheme there is greater scope and flexibility to determine hours to be worked in order to meet both work and personal priorities.
- (iv) Decisions regarding working hours and patterns of work will be made by taking into account the following factors.
  - \* The business hours of OSR, ie.
    - 8.30am to 4.30pm for counter services
    - 8.00am to 5.00pm for queue telephone enquiries
  - \* The need for an appropriate level of client service to be provided and maintained based on:
    - the requirements of the particular work unit, section or team;
    - the organisational requirements of OSR;
    - the seasonal peaks of OSR
  - \* Personal commitments and needs of the staff member.

### **7.1 Ordinary Hours**

- (i) Ordinary hours of work will be 35 hours per week between Monday and Friday.
- (ii) Within the flexible working hours arrangements, there shall be a settlement period of thirteen (13) weeks and a bandwidth and coretime. The intention of the new settlement period, bandwidth and coretime is to achieve maximum flexibility and allow the parties greater scope to determine hours to be worked. This arrangement enables starting and finishing times to be varied by mutual agreement between the staff member and their supervisor, according to organisational requirements and/or personal needs.

### **7.2 Bandwidth**

- (i) The bandwidth is 7.00 am to 7.00 pm, Monday to Friday, during which time normal work can be undertaken based on the principles of the scheme. If there is mutual

agreement for normal work to be undertaken between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm, flexitime hours will accrue.

- (i) If, however, a staff member is directed to undertake work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm, or is directed to undertake work on a Saturday or Sunday, overtime rates will be payable in accordance with the Crown Employees (Overtime) Award.

### **7.3 Coretime**

- (i) The coretime will be a floating period of any 6 consecutive hours within the bandwidth. This arrangement is intended to promote maximum flexibility, allowing organisational and personal priorities to be achieved.
- (ii) Within this arrangement staff are required to take a lunch break with a minimum duration of 30 minutes and a maximum duration of 2 hours 30 minutes. The parties agree that this break is not to be taken in the first or last hour of core time.

### **7.4 Settlement Period and Credit/Debit Hours Carried Forward**

- (i) The settlement period for flexible working hours arrangements will be 13 weeks.
- (ii) The settlement period will be a uniform period for all areas of OSR.
- (iii) The first 13 week settlement period under this Agreement will commence following the registration of the Agreement and at the conclusion of the currently operating 4 week settlement period.
- (iv) Staff members are entitled to carry forward a maximum credit of 35 hours from one settlement period to the next. The maximum debit balance to be carried forward from one settlement period to the next shall be 10 hours.

### **7.5 Flexileave**

- (i) All staff are entitled to take up to 6 days flexileave in any settlement period by mutual agreement and having regard to the principles and spirit of the flexible working hours arrangements.
- (ii) All staff may elect to take up to 6 consecutive flex days in a settlement period.
- (iii) Back to back flexdays across settlement periods will be permitted.
- (iv) Flexileave may be taken as either a half day or a full day and may be combined with any other approved leave.

## **7.6 Review of Operation of Flexible Working Hours**

- (i) The parties agree that the OSR Monitoring and Advisory Committee will review the operation of the Flexible Working Hours Scheme within 6 months of the registration of the Agreement.

## **8. OVERTIME/TIME IN LIEU**

- (i) Except as provided in this clause, the provisions of the Crown Employees (Overtime) Award and Crown Employees (Travelling Compensation) Award will apply.
- (ii) Staff may choose to accumulate time in lieu for overtime worked or travelling time to a maximum of 35 hours and take time in lieu, subject to departmental convenience, within 6 months of accrual. Time in lieu may be combined with any other approved leave.
- (iii) Overtime shall accumulate at the rate prescribed by the Crown Employees (Overtime) Award and travelling time at the rate prescribed by the Crown Employees (Travelling Compensation) Award .
- (iv) Overtime provisions relating to the overtime barrier (maximum Grade 8 plus \$1) as prescribed by the Crown Employees (Overtime) Award will no longer apply.
- (v) Staff members required to work overtime shall have the option of parking their private motor vehicle on assigned premises during overtime.

## **9. ANNUAL LEAVE LOADING**

- (i) Annual Leave Loading will be paid as follows:-
  - \* Leave Loadings will be paid to all eligible staff on the first pay in December 1995 and subsequent years.
  - \* The Leave Loading will be calculated in accordance with Section 7.13, part 2, Division 2 of the Personnel Handbook.
- (ii) Alternatively, where a staff member proceeding on at least 2 consecutive weeks leave for recreation purposes so requests, he/she may receive payment of Leave Loading at that time.

## **10. ORGANISATIONAL CHANGE AND RESTRUCTURE**

### **Intention**

- (i) The parties recognise that OSR's organisational structure and work processes should be regularly reviewed with the objectives of improving service delivery, offering more interesting and rewarding work to staff and enhancing the effectiveness and efficiency of OSR.

- (ii) Whilst management is responsible for final decisions on the implementation of new working arrangements, the review and implementation of these new work arrangements will be achieved through consultation with staff.
- (iii) The purpose of this consultation is to provide an environment for two way communication in which staff are able to express their points of view and thus have a genuine opportunity to influence management decision making and to allow management to utilise staff knowledge and experience.

#### **10.1 Business Process Changes**

- (i) OSR will examine and implement a programme of business process changes (BPC). The parties acknowledge that the programme may impact on staff and agree that a mechanism should be established to ensure developments in BPC are consistent with the spirit of this Agreement. Accordingly, the Monitoring and Advisory Committee will be utilised as the forum to:
  - \* monitor the development and implementation of BPC in OSR;
  - \* provide an opportunity for regular management and staff/union consultation on proposals which recommend changes in organisation structure, creation of new work processes or redesign of jobs.

#### **10.2 Market Testing/Contracting Out**

- (i) Reviewing roles and functions may in some circumstances include examining the feasibility of contracting out of a service or function currently performed in OSR.
- (ii) The OSR policy to be applied to all functions considered for contracting out is to be reviewed by the Monitoring and Advisory Committee. Details of the criteria to be applied when considering functions for contracting out are to be circulated to all staff.
- (iii) Prior to any decision being made to contract out a service or function, the Monitoring and Advisory Committee and affected staff members are to be consulted.

#### **10.3 Repositioning/Redevelopment of Staff**

- (i) The management of excess staff will be in accordance with the Government's policy which covers redeployment, voluntary redundancy and retrenchment of staff throughout the Public Sector. However, prior to a member of staff being declared excess, procedures specific to OSR will be applied with the aim of repositioning the staff member within OSR.
- (ii) The following factors will be considered in repositioning staff:
  - \* The skills required to do the job (based upon the skills profile determined by OSR's Training Needs Analysis Methodology).
  - \* The skills currently possessed by the staff member.

- \* Facilitate development of necessary skills through use of the Staff Performance Appraisal and Development Scheme.
  - \* The provisions of opportunities to staff to identify alternative positions within OSR for placement.
- (iii) Where attempts at repositioning of a staff member have not resulted in placement into a substantive position within OSR, the following options will be investigated prior to the staff member being formally declared excess:
- \* OSR to negotiate possible placements with other agencies.
  - \* External secondments to be arranged with other agencies with a right of return to OSR .

#### **10.4 Development Opportunities/Temporary Appointments**

- (i) The parties agree that there is a need to clarify the difference between Development Opportunities and Temporary Appointments.
- (ii) The policy relating to development opportunities and temporary appointments is to be reviewed and circulated to all staff.
- (iii) Management will monitor the use of development opportunities.

#### **10.5 Self Managed Teams**

- (i) Self Managed Teams are small groups of highly trained staff, with complementary skills who are responsible for an entire work process or a well defined segment of finished work.
- (ii) Consistent with the aim of increasing the skill levels of staff and achieving higher productivity, OSR management will review options for having work planned, organised and completed by self managed teams.
- (iii) Without limiting the approach to be taken, the review may include:
- \* a review of delegations and reporting requirements;
  - \* consideration of how team based performance will be reviewed;
  - \* identification of work processes where self managed teams would be appropriate;
  - \* re evaluation of positions established within self managed teams using the Cullen Egan Dell job evaluation methodology;
  - \* consideration of the impact on the role of supervisors;
  - \* timeframe for implementation of a team based approach.

## **10.6 Office Locations**

- (i) OSR Management support the location of head office at Parramatta and will not initiate a move of the Office from Parramatta nor the closure of the Newcastle, Wollongong or Sydney offices.

## **11. TRAINING AND DEVELOPMENT**

### **Intention**

- (i) The parties to this Agreement are committed to the provision of a range of opportunities for training and development of staff of OSR. Our aim is to develop a highly skilled and efficient workforce, to provide staff members with opportunities for career development and to ensure that staff are sufficiently skilled to meet the future needs of the organisation.
- (ii) OSR's commitment to training and development includes:
- \* providing training wherever a reorganisation of OSR creates new skill requirements;
  - \* equipping staff with skills and abilities to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement ;
  - \* providing training in information technology to enable staff to use the technological tools required to perform the functions of their positions;
  - \* providing training in Occupational Health and Safety issues;
  - \* providing training needed to ensure that staff whose performance has been identified as deficient have every reasonable opportunity to improve their performance within the performance appraisal period such that, at its conclusion, their performance is considered satisfactory.
- (iii) In determining OSR's Training Calendar, consideration will be given to the training and development needs of staff at all levels. There will be equity of access for all staff (including part-time staff) to training and development opportunities.
- (iv) Processes will be adopted to facilitate the skills enhancement and career development opportunities of staff while improving the effectiveness of OSR. Without limiting the development of further initiatives, the following processes shall be utilised:
- \* temporary filling of vacant position transfers
  - \* job rotation
  - \* secondment
  - \* participation in work forums
  - \* placements to other organisations
  - \* on the job training
  - \* mentoring
  - \* coaching
  - \* participation in work forums such as committees and conferences



(v) In order to meet these aims, the following have been agreed to by the parties:

- \* A commitment to updating of skills profiles from the Training Needs Analysis methodology to assist staff and management determine appropriate training needs.
- \* That position descriptions produced from the Cullen Egan Dell job evaluation system in use in the office are to progressively replace the existing Statement of Duty. Position descriptions are to be used to help establish the content and subject matter of training and development.
- \* To include staff training and development responsibilities in the key accountabilities of all managers and supervisors.
- \* To introduce performance targets relating to training and development outcomes for all Directors and Deputy Directors.
- \* That management will implement appropriate recommendations arising from the current project on Career Paths for Women.
- \* Management to develop a career path planning process for all staff.
- \* That it will be the personal responsibility of individual staff members to participate in appropriate training and development activities.
- \* Implementation of a new Management Development Program which will address amongst other things:
  - project management
  - management of flexible hours/work arrangements established under the Agreement

## **12. DELEGATIONS AND REPORTING**

(i) The parties agree that management will:

- \* review delegations with a view to allocating authority at the appropriate level;
- \* review the current reporting requirements to reduce or eliminate unnecessary reporting.

## **13. MONITORING AND ADVISORY COMMITTEE**

(i) A Monitoring and Advisory Committee (MAC) will be established to monitor implementation of the Agreement.

(ii) The Committee shall meet every two (2) months or as otherwise agreed to between the parties and will be responsible for:

- \* monitoring the implementation of the Agreement following registration;

- \* assessing the impact of implementation of the Agreement;
- \* addressing issues of interpretation;
- \* making recommendations or referring issues of concern to management; and
- \* consulting and negotiating with respect to items contained in the following table:

<b>Enterprise Agreement Initiative</b>	<b>Objective</b>	<b>Start No Later Than:</b>	<b>Finish</b>
<b>Work From Home</b>	Monitor the effectiveness of the arrangement.	2 months from date of registration of Agreement	As determined by MAC
<b>Childcare</b>	Establish a project team to investigate feasibility of providing additional assistance with childcare.	2 months from date of registration of Agreement	As determined by MAC
<b>Flexible Working Hours</b>	Review operation of the scheme with a view to ensuring equity of access to the provisions	6 months from date of registration of Agreement	As determined by MAC
<b>Business Process Change</b>	Monitor development & implementation.	Ongoing	Ongoing
<b>Organisational Change and Restructure</b>	Consult on proposals recommending changes	Ongoing	Ongoing
<b>Market Testing</b>	Consult on proposals	Ongoing	Ongoing
<b>Remuneration</b>	Working party to be established to review current pay system and recommend a new remuneration model.	1 month from date of registration of Agreement	30 June, 1996
<b>Efficiency Payment</b>	Working party to be established to examine and develop an efficiency payment model for OSR.	Upon registration of the Agreement	30 June, 1995
<b>Aggregation of HDA's</b>	Review possible aggregation of short periods of relief in higher graded positions.	As determined by MAC	30 June, 1996
<b>Self Managed Teams</b>	Consult on proposals for implementation.	Ongoing	Ongoing

- (iii) The Monitoring and Advisory Committee shall consist of
- 2 management representatives
  - 1 PSA Industrial Officer
  - 1 POA Industrial Officer
  - 3 workplace representatives.

## 14. **REMUNERATION**

### 14.1 **Salary**

- (i) The rates of pay contained in Schedule A to this agreement shall take effect on and from the date of registration and shall be paid retrospectively from 1 January 1995 or the date of employment of a staff member with OSR, whichever is the later
- (ii) The rates of pay contained in Schedule A, which provide for a salary increase of 3%, are to be paid in the first pay period following registration of this agreement.

### 14.2 **Remuneration Model**

- (i) The parties are committed in principle to the development of an OSR remuneration model which:
- \* gives encouragement to staff to improve their skills, abilities and performance in line with the needs of OSR;
  - \* creates greater accountability for individual performance and links rewards to job performance;
  - \* retains staff whose performance meets proper standards;
  - \* uses a performance management system as a basis for building on strengths, remedying weaknesses and determining an officer's eligibility for salary progression.
- (ii) A working party as agreed by the parties will be formed to review the current pay system and to recommend a remuneration model more relevant to the needs of OSR and the reasonable expectations of its staff. In particular, the working party will consider and evaluate:
- \* the use of the Staff Performance Appraisal and Development Scheme to determine eligibility for salary progression;
  - \* the relative merits of a system based on pay for performance ('performance based pay') and a system based on the possession and/or the use of skills ('skills based pay');
  - \* the merits of combining performance based pay and skills based pay;
  - \* the use of peer reviews to better ensure the objectivity of pay determinations;

- \* the relative merits of individual and team rewards;
  - \* mechanisms designed to satisfy the requirement of equity in decisions related to pay;
  - \* aggregation of short periods of higher duties relief.
- (iii) The parties agree to establish this working party within one (1) month of the registration of this Agreement and to work within a timeframe not to exceed 1 July 1996. The parties will negotiate on how the recommendations of the working party will be evaluated and how they might be included in future enterprise bargaining negotiations.

### **14.3 Efficiency Payment**

(a) The parties agree to the joint examination, development and implementation of an efficiency payment model. Efficiency Payment refers to the lump sum payment to staff in recognition of the positive contribution staff make towards enhanced productivity and operating efficiencies.

### **(b) Underlying Principles**

(i) In developing an efficiency payment model, the following principles shall be considered:

- \* Progress against the measures contained in the Efficiency Payment model shall be reported to staff on a monthly basis.
- \* In view of fluctuations in revenue which can vary widely from month to month, the Efficiency Payment shall be determined on the basis of a full year.
- \* It is recognised that factors beyond the control of the parties may influence measures contained in the Efficiency Payment Model for example Government policy decisions on revenue thresholds or restructures. Where this occurs, the Monitoring and Advisory Committee shall review the measure(s) to ensure that the appropriate level of incentive is maintained.
- \* The parties agree that OSR management has the right to undertake its normal expenditure under the recurrent budget. In acknowledging this right, the parties also agree that the Monitoring and Advisory Committee shall have access to all budget working papers used in the calculation of the efficiency payment.
- \* A minimum payment under the Efficiency Payment model shall be 1% of the staff member's gross salary as at 1 September, 1995, payable on the first pay day on or after 1 September, 1995.
- \* Employees will be paid the Efficiency Payment in accordance with the model determined by the working party.

### **Development of Model**

- (i) It is agreed that a working party constituting 2 management representatives and 3 workplace representatives will be established upon registration of the Agreement. The working party will ensure joint development of an efficiency payment model with the aim of developing agreed measures as the basis for determining the amount of the efficiency payment.
- (ii) In addition, the model will determine the effect on payment of:
  - \* LWOP
  - \* Temporary Appointments
  - \* Secondments to other organisations
  - \* Relief on higher duties.

## **15. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURES**

### **(a) Intention**

- (i) The parties recognise that from time to time throughout the term of this Agreement, disputes and grievances may arise. Where such instances occur the parties are genuinely committed to resolving issues as quickly as possible and with the minimum of disruption to work within OSR.
- (ii) The management of OSR is genuinely committed to resolving issues of conflict co-operatively and in an environment of mutual trust and respect. The grievance and dispute settlement procedures contained in this clause are aimed at providing all employees within OSR with access to a non-threatening and speedy process whereby issues and concerns can be addressed openly and resolved to the genuine satisfaction of all parties concerned.
- (iii) The procedures contained in this clause are aimed at resolving issues as close to the source of the grievance/dispute as possible. However, in the spirit of addressing issues in an environment of mutual trust and co-operation and in a timely manner, staff members may **at any time** choose to pursue their concern with their Director or Executive Director, without the need to follow each step of the grievance/dispute settlement procedure.

### **(b) Procedure**

- (i) The aim of this procedure is to ensure that, during the life of the Agreement, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace.
- (ii) 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 Association 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 Association 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 Human Resources Branch and the Association delegate and/or Association 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 Association 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.

- (iii) Each of the steps will be followed within a reasonable time frame having regard to the nature of the grievance or dispute.
- (iv) During the process of resolving a grievance, normal work is to continue except in the case of a dispute involving Occupational Health and Safety where the safety of staff is jeopardised. If practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any officer, or member of the public. In this context, normal work means the business operations and practices in place at the time of the grievance or dispute.
- (c) The parties agree that there will be no strikes by staff of OSR relating directly to the rights settled by this Agreement.

## **16. ASSOCIATION REPRESENTATIVES**

- (i) During the term of this Agreement, reasonable time during working hours will be permitted to staff who are representatives of Associations to carry out the duties and functions of a representative on behalf of the particular Association, provided that the duties and functions are carried out, as far as practicable, for the improvement or maintenance of good employee relations between the Associations and OSR.

OSR will deduct Association membership dues from the salary of staff who are members of the Associations and who have signed the appropriate authority, and further agrees to forward these deductions directly to each Association on a fortnightly basis, or as otherwise directed by the officer.

**17. EFFECT OR ADJUSTMENT OF MINIMUM AWARD RATES**

- (i) In the event of the salary rates for ordinary hours of employment (as determined by an otherwise relevant award) being increased for staff to which this Agreement applies, such that the award rate is higher than the salary rate for ordinary hours fixed in Schedule A of this Agreement, the higher rate shall be taken to be fixed by this Agreement in place of the rate prescribed by Schedule A at the time of signing of this Agreement.

**18. SAVINGS OF RIGHTS**

No staff member shall 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.

**19. FUTURE NEGOTIATIONS**

- (i) The parties agree to begin enterprise bargaining negotiations 6 months before the expiration of this Agreement.
- (ii) During the negotiation period the parties will meet to obtain agreement or resolution of any issues.
- (iii) The dispute resolution procedures outlined in this agreement will apply. However, the parties may also ask for assistance from the Commissioner for Enterprise Agreements during negotiations.

**20. AREA, INCIDENCE AND DURATION**

- (i) This Agreement shall apply to all staff of the Office of State Revenue.
- (ii) It shall take effect on and from the date of registration and shall remain in force thereafter for a period of 12 months from the date of registration of the agreement or until 30 June 1996 whichever is the later, unless varied or terminated earlier in accordance with the provisions of sections 124 and 125, as appropriate of the Industrial Relations Act 1991.

1. AGREEMENT IS MADE AT SYDNEY ON THE .....DAY OF.....1995.

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

in the presence of:

.....  
*[Signature]*

)  
)  
)  
)  
.....  
*Commissioner*

Signed for and on behalf of the  
**SECRETARY, NSW TREASURY**

in the presence of:

.....  
*[Signature]*

)  
)  
)  
.....  
*[Signature]*

Signed for and on behalf of the  
**EXECUTIVE DIRECTOR  
OFFICE OF STATE REVENUE**

in the presence of:

.....  
*[Signature]*

)  
)  
)  
.....  
*[Signature]*

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

in the presence of:

.....  
*[Signature] General Secretary*

)  
)  
)  
.....  
*Maarie C'Sullivan  
PSA President*

Signed for and on behalf of the  
**PROFESSIONAL OFFICERS' ASSOCIATION  
OF NEW SOUTH WALES**

in the presence of:

.....  
*[Signature] Rosslyn Small*

)  
)  
)  
.....  
*[Signature] Secretary*





**SCHEDULE A**

VC

**ADMINISTRATIVE & CLERICAL STAFF**

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
	4.11.94  \$ p.a.	1.1.95 (subject to registration) \$ p.a.
<b>Clerks, General Scale</b>		
1st Year of Service or 18 years	15,906	16,383
2nd Year of Service Minimum at 20 years	19,236	19,813
3rd Year of Service Minimum at 21 years	20,732	21,354
4th Year of Service	21,299	21,938
5th Year of Service	22,198	22,864
6th Year of Service	22,602	23,280
7th Year of Service	23,163	23,858
8th Year of Service	24,020	24,741
9th Year of Service	24,890	25,637
10th Year of Service	25,809	26,583
Officer with HSC at 19 paid not less than	18,022	18,563
<b>Grade 1</b>		
1st Year of Service	27,232	28,049
Thereafter	28,031	28,872
<b>Grade 2</b>		
1st Year of Service	28,815	29,679
Thereafter	29,603	30,491
<b>Grade 3</b>		
1st Year of Service	30,442	31,355
Thereafter	31,361	32,302
<b>Grade 4</b>		
1st Year of Service	32,341	33,311
Thereafter	33,333	34,333

**SCHEDULE A****ADMINISTRATIVE & CLERICAL STAFF**

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
	4.11.94 \$ p.a.	1.1.95 (subject to registration) \$ p.a.
<b>Grade 5</b>		
1st Year of Service	35,937	37,015
Thereafter	37,071	38,183
<b>Grade 6</b>		
1st Year of Service	38,524	39,680
Thereafter	39,652	40,842
<b>Grade 7</b>		
1st Year of Service	40,841	42,066
Thereafter	42,063	43,325
<b>Grade 8</b>		
1st Year of Service	43,814	45,128
Thereafter	45,207	46,563
<b>Grade 9</b>		
1st Year of Service	46,553	47,950
Thereafter	47,863	49,299
<b>Grade 10</b>		
1st Year of Service	49,817	51,312
Thereafter	51,302	52,841
<b>Grade 11</b>		
1st Year of Service	53,844	55,459
Thereafter	56,128	57,812
<b>Grade 12</b>		
1st Year of Service	59,644	61,433
Thereafter	62,271	64,139

**CLERICAL OFFICERS**

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
	4.11.94  \$ p.a.	1.1.95  (subject to registration) \$ p.a.
<b>Clerical Officer, Grade 1</b>		
<b>Group A</b>		
1st Year of Service Under 17 years	11,071	11,403
2nd Year of Service or 17 years	13,186	13,582
3rd Year of Service or 18 years	14,964	15,413
<b>Group B</b>		
1st Year of Service Under 17 years	11,814	12,168
2nd Year of Service or 17 years	13,186	13,582
3rd Year of Service	14,964	15,413
<b>Grade 1</b>		
4th Year of Service or 19 years	18,022	18,563
5th Year of Service or 20 years	19,236	19,813
6th Year of Service	20,732	21,354
7th Year of Service	21,299	21,938
8th Year of Service	22,198	22,864
9th Year of Service	22,602	23,280
10th Year of Service	23,163	23,858
<b>Grade 1/2</b>		
<b>Group C</b>		
1st Year of Service Under 17 years	12,438	12,811
2nd Year of Service or 17 years	14,964	15,413
3rd Year of Service or 18 years	18,022	18,563

**SCHEDULE A****MUNICIPAL OFFICERS**

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
	4.11.94  \$ p.a.	1.1.95 (subject to registration) \$ p.a.
<b>Group D only (Grade 1/2)</b>		
4th Year of Service or 19 years	19,236	19,813
5th Year of Service or 20 years	20,732	21,354
6th Year of Service	21,299	21,938
7th Year of Service	22,198	22,864
8th Year of Service	22,602	23,280
9th Year of Service	23,163	23,858
10th Year of Service	24,020	24,741
11th Year of Service	24,890	25,637
12th Year of Service	25,809	26,583
<b>Grade 3 (By promotion)</b>		
1st Year of Service	27,232	28,049
2nd Year of Service	28,031	28,872
<b>Grade 4</b>		
1st Year of Service	28,815	29,679
2nd Year of Service	29,603	30,491
<b>Grade 5</b>		
1st Year of Service	30,442	31,355
2nd Year of Service	31,361	32,302
<b>Grade 6</b>		
1st Year of Service	32,341	33,311
2nd Year of Service	33,333	34,333
<b>Grade 7</b>		
1st Year of Service	35,937	37,015
2nd Year of Service	37,071	38,183

SCHEDULE A

7  
CIVIL OFFICERS

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
		4.11.94 \$ p.a.
<b>Grade 8</b>		
1st Year of Service	38,524	39,680
2nd Year of Service	39,652	40,842

**SCHEDULE A****1 DEPARTMENTAL PROFESSIONAL OFFICERS**

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
	4.11.94  \$ p.a.	1.1.95 (subject to registration) \$ p.a.
<b>Grade 1</b>		
1st Year of Service	27,232	28,049
2nd Year of Service	28,303	29,152
3rd Year of Service	29,882	30,778
4th Year of Service	32,027	32,988
5th Year of Service	34,297	35,326
6th Year of Service and Thereafter	36,331	37,421

**SCHEDULE A**2.  
**TECHNICAL OFFICERS**

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
		4.11.94 \$ p.a.
<b>Senior Technical Officer</b>		
<b>Grade II</b>		
1st Year of Service	38,897	40,064
2nd Year of Service and Thereafter	40,007	41,207

SCHEDULE A

796VC  
LIBRARIANS

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
	4.11.94 \$ p.a.	1.1.95 (subject to registration) \$ p.a.
<b>Library Technician</b>		
1st Year of Service	26,762	27,565
2nd Year of Service	27,519	28,345
3rd Year of Service	28,031	28,872
4th Year of Service and Thereafter	29,061	29,933
<b>Senior Librarian</b>		
<b>Grade 1</b>		
1st Year of Service	35,298	36,357
2nd Year of Service	36,331	37,421



**SCHEDULE A****STENOGRAPHERS AND MACHINE OPERATORS**

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
	4.11.94  \$ p.a.	1.1.95  (subject to registration) \$ p.a.
<b>Machine Operator</b>		
1st Year of Service or under 17	11,814	12,168
2nd Year of Service or age 17	14,021	14,442
3rd Year of Service or age 18	15,906	16,383
4th Year of Service or age 19	18,022	18,563
5th Year of Service or age 20	19,062	19,634
6th Year of Service or age 21	21,120	21,754
7th Year of Service	21,701	22,352
8th Year of Service	22,419	23,092
9th Year of Service	24,215	24,941
10th Year of Service	24,642	25,381
11th Year of Service	25,337	26,097
12th Year of Service	25,809	26,583
<b>Stenographer</b>		
<b>Grade 1</b>		
1st Year of Service	27,232	28,049
Thereafter	28,031	28,872
<b>Grade 2</b>		
1st Year of Service	28,815	29,679
Thereafter	29,603	30,491
<b>Grade 3</b>		
1st Year of Service	30,442	31,355
Thereafter	31,361	32,302
<b>Grade 4</b>		
1st Year of Service	32,341	33,311
Thereafter	33,333	34,333

**SCHEDULE A**

796VC

**COMPUTER OPERATORS**

CLASSIFICATION AND GRADES	AWARDS AND AGREEMENT RATE	ENTERPRISE AGREEMENT RATE
	4.11.94  \$ p.a.	1.1.95  (subject to registration) \$ p.a.
<b>Trainee Computer Operator</b>		
At 18 years and under	15,906	16,383
At 19 years	18,022	18,563
At 20 years	19,236	19,813
At 21 years	20,732	21,354
<b>Computer Operator, Grade 1</b>		
1st Year of Service	21,299	21,938
2nd Year of Service	22,198	22,864
3rd Year of Service	22,602	23,280
4th Year of Service and Thereafter	23,163	23,858
<b>Computer Operator, Grade 2</b>		
1st Year of Service	24,020	24,741
2nd Year of Service	24,890	25,637
3rd Year of Service and Thereafter	25,809	26,583
<b>Senior Computer Operator, Grade 1</b>		
1st Year of Service	27,232	28,049
2nd Year of Service	28,031	28,872
3rd Year of Service	28,815	29,679
4th Year of Service and Thereafter	29,603	30,491
<b>Senior Computer Operator, Grade 2</b>		
1st Year of Service	30,442	31,355
2nd Year of Service	31,361	32,302
3rd Year of Service	32,341	33,311
4th Year of Service	33,333	34,333