

ENTERPRISE AGREEMENT

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NEW SOUTH WALES AGRICULTURE

REGULATORY OFFICER

ENTERPRISE AGREEMENT

1995

CLAUSE 1 - TITLE

This Agreement shall be known as the "Department of Agriculture Regulatory Staff Enterprise Agreement 1995".

CLAUSE 2 - INDEX

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CLAUSE 3 - DEFINITIONS

- (i) "Act" means Public Sector Management Act, 1988.
- (ii) "Agricultural Inspector" means an officer or employee who ensures that the regulatory requirements of the various Acts and Regulations under the Commonwealth/State Agreement and other State Acts are carried out together with other departmental regulatory functions.
- (iii) "Agricultural and Veterinary Chemicals Inspector" means an officer or employee who enforces the requirements of the Pesticides Act and other departmental functions in a regulatory and advisory capacity.
- (iv) "Animal Health Inspector" means an officer or employee who enforces the requirements of the Stock Diseases Act and other departmental functions in a regulatory and advisory capacity.
- (v) "Assistant Section Manager, Stock" means an officer or employee appointed to a position so designated.
- (vi) "Association" means the Public Service Association of NSW.
- (vii) "Department" means the Department of Agriculture as specified in Schedule 1 of the Public Sector Management Act, 1988.
- (viii) "Department Head" means Director-General, Department of Agriculture.
- (ix) "Industrial Authority" means NSW Public Employment Industrial Relations Authority constituted under the Public Sector Management Act, 1988.
- (x) "Inspector of Stock" means an officer or employee who is appointed to be engaged in field, crossings, patrol, gatekeeping, office functions of tick control and other animal health duties, as required, within the department.
- (xi) "Job Evaluation" means a methodology agreed to between the parties which will be used to grade positions under this Agreement.
- (xii) "Member of staff" means an officer or a temporary employee.
- (xiii) "Officer" means a person employed in any capacity under the provisions of the Public Sector Management Act, 1988, and includes an officer on probation but does not include a temporary employee.
- (xiv) "Part-time employee" means an employee who is contracted to work less hours per week than a full-time employee is contracted to work and is performing similar duties to full-time employees of the same classification and grading.

- (xv) "Part-time officer" means an officer who is appointed to a position where the contractual working hours are less than the hours worked by full-time officers and is performing similar duties to full-time officers of the same classification and grading.
- (xvi) "Position" means a position in the Public Service.
- (xvii) "Prickly Pear Inspector" means an officer or employee who enforces the requirements of the Prickly Pear Act, 1987, by way of regulatory and biological control.
- (xviii) "Public Service" means the Public Service of NSW as referred to in the Public Sector Management Act, 1988.
- (xix) "Regulation" means regulations made pursuant to the provisions of the Public Sector Management Act (General) Regulations, 1989.
- (xx) "Regulatory Officer" means an officer or the employee who enforces the various Acts and Regulations administered by the NSW Department of Agriculture in a regulatory and advisory capacity.
- (xxi) "Salary rates" means the ordinary time rate of pay for the officer or employee's grading excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xxii) "Section Manager, Stock" means an officer or employee appointed to a position so designated.
- (xxiii) "Senior Inspector-in-Charge, Stock" means an officer or employee appointed to a position so designated.
- (xxiv) "Service" means continuous service for salary purposes.
- (xxv) "Temporary employee" means a person temporarily employed pursuant to the provisions of Section 38 of the Public Sector Management Act, 1988.

CLAUSE 4 - PARTIES

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

CLAUSE 5 - STATEMENT OF INTENT

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

The parties agree to continue negotiations on the development and implementation of a multiskilled, country-based Regulatory Officer classification. Pending finalisation of work redesign changes and implementation of the related training program, existing Animal Health and Prickly Pear Inspectors will transfer over onto the new salary scale in accordance with the transfer provisions set out in Clause 10.

CLAUSE 6 - SCOPE OF EMPLOYMENT

- (i) Employment will be either by permanent appointment or temporary employment and be either on a full-time or part-time basis.
- (ii) Members of staff may be required to participate in the full range of related work activities within their respective classification and grading.
- (iii) Subject to the provisions of the Public Sector Management Act, 1988, termination of employment, either by resignation or termination, is by a minimum of a week's notice on either side, or by payment or forfeiture, as the case may be, of a week's salary.
- (iv) Temporary employees will be engaged for a defined period to work regular hours as prescribed in Clause 12, Hours of Work, and will be paid at the weekly rate applicable to the classification and grading of work on which engaged.
- (v) Existing temporary employees will continue to be engaged for the balance of the term of their engagement and will work in accordance with conditions prescribed in this Agreement.
- (vi) Part-time members of staff will be eligible on a proportional basis for the quantum in days of all types of leave prescribed for full time members of staff.
- (vii) Leave payments for part-time members of staff will be on the basis of hours scheduled per week divided by the standard hours of work per week.

- (viii) Part time members of staff will only be eligible for the payment of a public holiday where they have rostered work hours that fall on a public holiday. The payment for the public holiday shall be limited to the number of hours that would have been rostered for that day had it not been a public holiday.
- (ix) Where a member of staff has worked both full and part-time, the leave entitlement will be paid on the proportion of part-time and full-time service during the relevant period.
- (x) Increments and progression for part-time members of staff will be on an annual basis and in accordance with the same provisions that apply to full time members of staff.

CLAUSE 7 - WAGE BASIS

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

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

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

Provided that:

- (a) in the variation of rates prescribed by this Agreement, care shall be taken to guard against double-counting; and
 - (b) when a decision is taken to vary wages during the currency of this Agreement, the amended rates shall be contained in a variation to the Agreement, in accordance with S. 125 of the Industrial Relations Act 1991.
- (iii) Salaries payable shall be adjusted in accordance with the provisions of Section 122 of the Industrial Relations Act 1991 should there be any movements in the salaries specified in the Awards and Agreements referred to in Schedule 1 of this Agreement.

CLAUSE 8 - SALARIES

Regulatory Staff in the Department are paid according to the following salary schedule.

(A) Annual Salary**Grade 1**

1st Year	23,470
2nd Year	23,858
3rd Year	24,310
4th Year	24,741
5th Year	25,175

Grade 2

1st Year	26,366
2nd Year	27,094
3rd Year	28,345
4th Year	29,152
5th Year	29,933
6th Year	30,778

Grade 3

1st Year	32,606
2nd Year	33,987
3rd Year	35,326
4th Year	36,646

Grade 4

1st Year	38,183
2nd Year	39,255

Grade 5

1st Year	40,842
2nd Year	42,066

Grade 6

1st Year	45,128
2nd Year	46,563

Grade 7

1st Year	47,490
2nd Year	48,855

Grade 8

1st Year	50,808
2nd Year	52,328
3rd Year	53,869

(B) Hourly Rates

The salary rate for part-time members of staff is a pro-rata rate of the annual salary and the hourly equivalent is to be calculated as follows:-

- (a) Agricultural Inspectors and Agricultural and Veterinary Chemicals Inspectors -

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{35}$$

- (b) Inspectors of Stock, Animal Health and Prickly Pear Inspectors -

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{38}$$

**Agricultural Inspector and
Agricultural and Veterinary
Chemical Inspectors**

**Inspector of Stock, Animal
Health and Prickly Pear
Inspectors**

Grade 1

1st Year	-	11.84
2nd Year	-	12.03
3rd Year	-	12.26
4th Year	-	12.48
5th Year	-	12.70

Grade 2

1st Year	14.44	13.30
2nd Year	14.84	13.66
3rd Year	15.53	14.30
4th Year	15.96	14.70
5th Year	16.39	15.10
6th Year	16.85	15.52

Grade 3

1st Year	17.85	16.44
2nd Year	18.61	17.14
3rd Year	19.34	17.82
4th Year	20.07	18.48

<u>Grade 4</u>		
1st Year	20.91	19.26
2nd Year	21.49	19.80
<u>Grade 5</u>		
1st Year	22.36	20.60
2nd Year	23.03	21.22
<u>Grade 6</u>		
1st Year	24.71	22.76
2nd Year	25.50	23.48
<u>Grade 7</u>		
1st Year	26.00	23.95
2nd Year	26.75	24.64
<u>Grade 8</u>		
1st Year	27.82	25.62
2nd Year	28.65	26.39
3rd Year	29.50	27.17

The annual and/or hourly rates of pay prescribed herein shall only be varied in accordance with Clause 7, Wage Basis, or in accordance with the provisions of Section 125 of the Industrial Relations Act, 1991.

(C) Progression Criteria

1. Except in respect of Inspector of Stock and Assistant Section Manager, Board of Tick Control, a Regulatory member of staff who has been in receipt of the maximum salary prescribed for Grade 2 for twelve months shall be eligible for progression to Grade 3, subject to satisfying the following criteria for such progression:-
 - a) From the introduction of the Performance Management and Development System for Regulatory Officers, the member of staff must have achieved a rating of "met expectations", or better, at the previous annual assessment; for a Regulatory Officer that has not participated in the Performance Management and Development System, the Department will accept a certificate from the relevant Program Manager that confirms satisfactory performance, for the officer, over the previous 12 months; and
 - b) He/she must have completed core training for a Regulatory member of staff and theoretical and practical training in at least two additional subjects of the NSW Agriculture Regulatory Officer's Training Program Curriculum or other training program approved by the Program Manager. The subjects undertaken must be subjects approved for the purpose of progression, by the relevant Program Manager, and will be selected from any discipline within the NSW RO Training Program or other approved training program at the time of the Annual Performance Assessment under the Performance Management and Development System.

For the purposes of this sub-clause:

- i) "Core training" shall include all modules of Package 1 of the NSW Agriculture Regulatory Officer's Training Program plus the number of modules considered to form the minimum number required in the specific discipline within which the officer is employed at any time.
- ii) "Subject" shall be a complete unit of study and may include the following:
 - i) a training module; or
 - ii) a module plus its pre-requisite or co-requisite requirements; or
 - iii) in the case of cattle tick - Modules 1 and 2 Package 4; within the NSW Agriculture Regulatory Officer's Training Program; or
 - iv) any other discreet topic of study approved for the purpose.
- iii) The NSW Agriculture Regulatory Officer's Training Program shall include the AQIS Introductory Training Program. The NSWRO Training Program includes the following Disciplines and Training Packages:

Discipline	Training Package	
Animal Health	2	Animal Health (6)
	3	Animal Health Related Acts (10)
Cattle Tick Control	4	Cattle Tick Control (2)
Pesticides	5	Agricultural and Veterinary Chemicals (8)
Plant Health	6	Introduction to the Plant Diseases Act (9)
	7	Plant health Related Acts (5)
Weeds	8	Control of Weeds (5)

The Australian Quarantine and Inspection Service (AQIS) Introductory Training Program includes:

Discipline	Training Package	
Quarantine	1-7	Plant, Animal and General Quarantine (33)
Exports	8,9	Exports (3)

Note: Numbers shown in brackets indicate the number of study modules.

2. A member of staff employed as an Agricultural and Veterinary Chemicals Inspector, at the implementation date of this Agreement, shall be allowed to retain their existing right of incremental progression to Grade 3, Year 4 as they had under the General Division Staff Salaries Agreement No. 2368 of 1982.
3. Promotion beyond Grade 3 shall be by appointment subject to the occurrence of a vacancy and by a competitive selection process.

CLAUSE 9 - COMMENCING RATES OF PAY

- (i) The commencing rate of salary payable to a member of staff employed as an Inspector of Stock shall be the rate prescribed for the first year of service in Grade 1.
- (ii) The commencing rate of salary payable to a member of staff employed as an Agricultural Inspector shall be the rate prescribed for the first year of service in Grade 2.
- (iii) The commencing rate of salary payable to a member of staff employed as a Prickly Pear Inspector shall be the rate prescribed for the second year of service in Grade 2.
- (iv) The commencing rate of salary payable to a member of staff employed as an Animal Health Inspector shall be the rate prescribed for the first year of service in Grade 2.
- (v) The commencing rate of salary payable to a member of staff employed as an Agricultural and Veterinary Chemicals Inspector shall be the rate prescribed for the fifth year of service in Grade 2.

CLAUSE 10 - TRANSITIONAL ARRANGEMENTS

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

A - Retention of existing incremental date.

B - New incremental date becomes anniversary of date of implementation of Enterprise Agreement.

Provided that a member of staff whose salary is transposed under transfer code "B" of this Agreement and who consequently is financially disadvantaged when compared to an increment which would have been next payable under the relevant Industrial Agreement and/or Award Instrument previously applying shall be paid one lump sum salary payment equivalent to that monetary difference. That one-off lump sum:-

1. Will be paid once and only in respect of the next increment that would have applied under the previous Agreement and/or Award;
2. Will be paid when the increment referred to in 1. above would have become due; and
3. Will be subject to the conditions imposed by the Increments Clause under the previous Agreement and/or Award in respect of satisfactory service and leave without pay.

C - With less than 12 months service on existing rate and retention of existing incremental date.

- D - With more than 12 months' service on existing rate and new incremental date becomes anniversary of date of the operative date of this Enterprise Agreement.
- E - Existing members of staff will retain the right to progress to the maximum salary level provided in their former classification and grade and will retain the difference between that rate and the equivalent maximum rate provided in the Regulatory structure by way of allowance. This allowance will not be subsumed as a result of any future wage increases granted in the form of economic adjustments.
- F - Existing members of staff will retain the difference between their salary level in their former classification and grade and the rate provided at the level in the Regulatory classification by allowance. This allowance will not be subsumed as a result of any future wage increases granted in the form of economic adjustments.

- (a) Subject to the provisions of this Agreement, the salaries of Inspectors of Stock etc. employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Inspector of Stock Agreement No. 2533/91 and General Division Staff Agreement No. 2368/82 shall be adjusted as follows from the operative date of this Agreement:-

INSP OF STOCK ETC SALARY SCALE	REGULATORY SALARY SCALE	TRANSFER CODE
23,470	23,470	A
23,858	23,858	A
24,105	24,310	B
<u>24,310</u>	24,310	C
24,310	24,741	D
24,741	24,741	A
24,941	25,175	B
<u>25,175</u>	<u>25,175</u>	A
24,741	26,366	B
24,941	26,366	B
25,175	26,366	B
25,637	26,366	B
<u>25,881</u>	26,366	B
	27,094	
	28,345	
-	29,152	
-	29,933	
-	<u>30,778</u>	
31,051	32,606	B
32,302	32,606	B
32,988	33,987	B
33,589	33,987	B
34,333	35,326	B
35,326	35,326	C
<u>35,326</u>	<u>36,646</u>	D
36,357	38,183	B
37,421	38,183	B
<u>38,488</u>	<u>39,255</u>	B
	40,842	
	<u>42,066</u>	
	45,128	
	<u>46,563</u>	
	47,490	
	<u>48,855</u>	
	50,808	
	52,328	
	<u>53,869</u>	

- (b) Subject to the provisions of this Agreement, the salaries of Prickly Pear Inspectors employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the General Division Staff Agreement No. 2368/82 shall be adjusted as follows from the operative date of this Agreement:-

PRICKLY PEAR INSPECTOR SALARY SCALE	REGULATORY SALARY SCALE	TRANSFER CODE
	23,470	
	23,858	
	24,310	
	24,741	
	<u>25,175</u>	
	26,366	
26,883	27,094	B
27,364	28,345	B
28,049	28,345	B
<u>28,872</u>	29,152	B
-	29,933	
-	<u>30,778</u>	
-	32,606	
-	33,987	
-	35,326	
-	<u>36,646</u>	
36,357	38,183	B
<u>37,742</u>	38,183	B
	<u>39,255</u>	
	40,842	
	<u>42,066</u>	
	45,128	
	<u>46,563</u>	
	47,490	
	<u>48,855</u>	
	50,808	
	52,328	
	<u>53,869</u>	

(c) Subject to the provisions of this Agreement, the salaries of Animal Health Inspectors employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the General Division Staff Agreement No. 2368/82 shall be adjusted as follows from the operative date of this Agreement:-

ANIMAL HEALTH INSPECTOR SALARY SCALE	REGULATORY SALARY SCALE	TRANSFER CODE
	23,470	
	23,858	
	24,310	
	24,741	
	<u>25,175</u>	
23,858	26,366	B
24,741	26,366	B
25,637	26,366	B
<u>26,366</u>	26,366	C
	27,094	D
	28,345	
	29,152	
	29,933	
	<u>30,778</u>	
	32,606	
	33,987	
	35,326	
	<u>36,646</u>	
27,565	28,345	B
28,345	28,345	C
<u>28,345</u>	29,152	D
-	29,933	
-	<u>30,778</u>	
33,589	38,183	B
-	39,255	B
<u>35,681</u>	38,183	B
	<u>39,255</u>	B
	40,842	
	<u>42,066</u>	
	45,128	
	<u>46,563</u>	
	47,490	
	<u>48,855</u>	
	50,808	
	52,328	
	<u>53,869</u>	

- (d) Subject to the provisions of this Agreement, the salaries of an Agricultural and Veterinary Chemicals Inspector employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the General Division Staff Agreement No. 2368/82 shall be adjusted as follows from the operative date of this Agreement:-

AG & VET CHEMICALS INSPECTOR SALARY SCALE	REGULATORY SALARY SCALE	TRANSFER CODE
	23,470	
	23,858	
	24,310	
	24,741	
	<u>25,175</u>	
	26,366	
	27,094	
	28,345	
	29,152	
29,380	29,933	B
30,778	<u>30,778</u>	A
32,606	32,606	A
-	33,987	-
34,588	35,326	B
<u>36,646</u>	<u>36,646</u>	A
<u>37,421</u>	40,842	B
	<u>42,066</u>	B
	45,128	
	<u>46,563</u>	
	47,490	
	<u>48,855</u>	
	50,808	
	52,328	
	<u>53,869</u>	

Provided that:-

- (i) the salary of an Agricultural and Veterinary Chemicals Inspector employed at the operative date of this Agreement and who was previously in receipt of the rate of \$32,606 for twelve months or more shall progress to \$35,326 from the operative date of this Agreement or after twelve months' service on \$32,606, whichever is the latter; and
- (ii) An Agricultural and Veterinary Chemicals Inspector who has been in receipt of the rate of \$36,646 for twelve months or more at the operative date of this Agreement shall be paid a superable allowance to \$37,421 from the operative date of this Agreement or after twelve months' service on \$36,646, whichever is the latter.

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

AGRICULTURAL INSPECTOR SALARY SCALE	REGULATORY SALARY SCALE	TRANSFER CODE
	23,470	
	23,858	
	24,310	
	24,741	
	<u>25,175</u>	
25,637	26,366	B
26,366	27,094	B
27,094	28,345	B
28,345	29,152	B
29,152	29,933	B
<u>29,933</u>	<u>30,778</u>	B
31,685	32,606	B
32,606*	32,606	A
	33,987	
<u>35,326</u>	35,326	C
35,326	<u>36,646</u>	D
37,421	40,842	B
<u>38,488</u>	40,842	B
	<u>42,066</u>	
41,649) Supervising Insp	45,128	B
43,325) Flemington and	45,128	B
45,128) Dep Reg Farm	45,128	C
) Produce Act		
<u>45,128</u>)	<u>46,563</u>	D
	47,490	
	<u>48,855</u>	
41,649 (Senior Agricultural	47,490	B
43,325 Inspector	47,490	B
<u>45,128</u> Mascot)	47,490	C
	<u>48,855</u>	D
	50,808	
	52,328	
	<u>53,869</u>	

- * Provided that the salary of an Agricultural Inspector who has been on this rate for twelve months shall progress to \$35,326 from the operative date of this Agreement or from the completion of twelve months' service on \$32,606 p.a., whichever is the latter.

CLAUSE 11 - ALLOWANCES

- (i) Inspectors of Stock, other than those employed at Crossing Offices and in receipt of the 15% loading, will be afforded an allowance at the rate of \$500 per annum, in recognition of their being required to undertake out of hours work in liaising with stock owners to make arrangements as required for treatments for stock movements, dipping of stock and conducting examination programs.
- (ii) Assistant Section Managers, Stock will be afforded an allowance at the rate of \$1,000 per annum in recognition of their having to undertake out of hours work in being rostered on call and undertaking call-outs as required, in order to resolve staffing and management issues, including:-
 - (a) provision of emergency relief when Inspectors at crossing offices report in sick;
 - (b) contacting Inspectors after hours to allocate work or sort out other management issues;
 - (c) advising members of the public who call after hours on tick control requirements; and
 - (d) resolving problems associated with stock movements at crossings (Tick Quarantine Areas & Queensland Border) when contacted by Inspectors at those crossings.
- (iii) Section Managers, Stock will be afforded an allowance at the rate of \$1,250 per annum in recognition of their having to undertake out of hours work in being rostered on call and undertaking call-outs as required, in order to resolve staffing and management issues, including:-
 - (a) provision of emergency relief when Inspectors at crossing offices report in sick;
 - (b) contacting Inspectors after hours to allocate work or sort out other management issues;
 - (c) advising members of the public who call after hours on tick control requirements; and
 - (d) resolving problems associated with stock movements at crossings (Tick Quarantine Areas & Queensland Border) when contacted by Inspectors at those crossings.
- (iv) Senior Inspectors-in-Charge, Stock, will be afforded an allowance at the rate of \$2,000 per annum in recognition of their out of hours work in being rostered on call and undertaking call-outs as required in order to resolve staffing and management issues, including:-

- (a) handling complex policy issues related to livestock movement problems that occur after hours;
- (b) advising members of the public who call after hours on tick control requirements;
- (c) handling disease emergency problems and co-ordinating out of hours activities associated with natural disasters, e.g. bush fires.
- (d) The allowances provided in (i), (ii), (iii) and (iv) above will be part of the salary of the member of staff for all purposes. The allowances are also superable.

CLAUSE 12 - HOURS OF WORK

- (i) Members of staff, at departmental convenience, will work rostered or flexible hours of duty. Except for the following, all regulatory staff will work their hours in accordance with their parent industrial instrument as laid down in Schedule 1, Parent Industrial Instruments, of this Agreement.
- (ii) The ordinary working hours for Agricultural Inspectors who are engaged on rostered hours will be 35 hours per week, 7 hours per day, Monday to Friday inclusive, between the spread of hours 6.00 a.m. to 6.00 p.m. Rosters once set shall not be altered except with 7 days notice or by mutual agreement between the parties or in the event of an emergency.
- (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
- (iv) Members of staff can not be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
- (v) Part time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours shall not be changed without less than 7 days notice, or by mutual agreement between the Department and the member of staff, or in the event of an emergency.

CLAUSE 13 - OVERTIME

- (i) Reasonable overtime shall be worked as directed by the Departmental Head.
- (ii) Except for the following, overtime conditions for all regulatory staff will be in accordance with their parent industrial instrument as laid down in Schedule 1, Parent Industrial Instruments, of this Agreement. Reference to the General Division Staff Salaries Agreement No. 2368 of 1982 in that Schedule 1 in respect of overtime shall mean the conditions laid down in the Crown Employees (Overtime) Award.

- (iii) When members of staff who are working part time are required to work longer on any day than their usual part time hours, payment shall be as follows:-
 - (a) for the time in excess of the person's usual hours and up to the normal full time hours for the classification, payment shall be at the ordinary hourly rate plus a loading of 4/48ths in lieu of recreation leave.
 - (b) for the time worked beyond the full time starting and finishing times for the classification, payment shall be in accordance with the Crown Employees (Overtime) Award.
- (iv) Except in respect of Inspectors of Stock, Assistant Section Managers, Stock and Section Managers, Stock, a Regulatory Officer shall be entitled to make a claim on the Department for non-directed out of hours work where it can be shown that the performance of this work was in accordance with the efficient and effective performance of official duties. Non-directed out of hours work can only be claimed on an hour for hour basis for work performed outside the officer's spread of ordinary hours (8.30 am - 4.30 pm Monday - Friday). A maximum of leave in lieu of 10 hours per month can be claimed for work performed by a Regulatory Officer at his/her office.

CLAUSE 14 - CLASSIFICATION, GRADING AND EVALUATION OF POSITIONS

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

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

CLAUSE 15 - PERFORMANCE ASSESSMENT

- (i) Performance assessment results are used, together with other factors, as criteria for incremental progression within grades and promotion between grades. The Department's performance management guidelines aim to provide a clear framework for participative planning, monitoring and assessment of work.
- (ii) The performance review system ensures ongoing participative involvement aimed at developing all Departmental staff and relating development and performance to the objectives of the position and the Department.
- (iii) In order for performance assessment to be effective the Department's performance management system will incorporate an appeals mechanism agreed to between the parties of this Agreement (Refer to Clause 16).

CLAUSE 16 - APPEALS MECHANISM

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

CLAUSE 17 - GRIEVANCE & DISPUTE HANDLING PROCEDURE

- (i) The aim of this procedure is to ensure that, during the life of this Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible, at the level they occur in the workplace. For the purpose of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under public service grievance handling procedure, e.g. complaints of discrimination.
- (ii) When a dispute or grievance arises or is considered likely to occur, the following steps are to be followed:-

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

Step 2: If the matter is not resolved, the matter shall be further discussed by the member(s) of staff and, at their request, the Association's workplace delegate, the immediate supervisor, the supervisor's manager, and a more senior management representative. This should take place within 48 hours of the completion of Step 1 above.

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

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

Step 5: Whilst the procedures are being followed, normal work undertaken prior to the notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a bona fide dispute involving occupational health and safety, normal work shall proceed, if practicable, in such a manner which avoids any risk to health and safety of any officer, or member of the public.

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

CLAUSE 18 - UNION SUBSCRIPTIONS

- (i) Members of staff who are members of the Association at the date of registration of the Agreement, and thereafter, shall have their membership subscription deducted from their pay provided that staff member has duly completed a deduction authority for the Association subscriptions.
- (ii) The Department shall be responsible for remitting, on a fortnightly basis (or as otherwise agreed), to the Association any subscriptions deducted in accordance with Clause 18(i).

CLAUSE 19 - DECLARATION

The parties to this Agreement declare that it:

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

CLAUSE 20 - AREA, INCIDENCE AND DURATION

- (i) For the term of this Agreement, this Agreement prevails over Clauses 2, 3 (Parts A & D only), 15 and 17 in the Inspectors of Stock Agreement No. 2533 of 1991; Clauses 2, 3, 4, 7 and 9 of the General Division Staff Salaries Agreement No. 2368 of 1982; Clauses 1, 2 & 3 of the Crown Employees (Agricultural Inspectors, Department of Agriculture) Award No. 336 of 1983.
- (ii) It shall apply to all Regulatory members of staff of NSW Agriculture (other than those members of staff employed in the Senior Executive Service) in Inspector of Stock, Prickly Pear Inspector, Animal Health Inspector, Agricultural and Veterinary Chemicals Inspector and Agricultural Inspector classifications of the Department. It shall take effect on and from the date of registration and shall remain in force for a period of twelve months, unless varied or terminated earlier in accordance with the provisions of sections 124 or 125, as appropriate, of the Industrial Relations Act 1991.

CLAUSE 21 - CONDITIONS OF SERVICE

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

The provisions of:

Crown Employees (Overtime) Award

Crown Employees (Travelling Compensation) Award

Crown Employees (Transferred Officers Compensation) Award

Crown Employees (Holidays) Award

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

Flexible Working Hours Agreement No.2275 of 1980

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

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

Crown Employees (Department of Agriculture OIC Allowance) Award

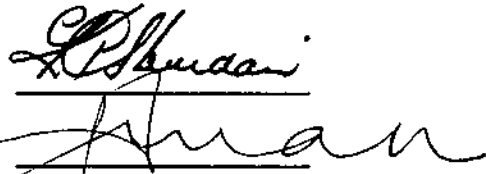
shall continue to apply during the term of this Agreement, provided that any variation to such Awards, Agreements, etc., shall be the subject of negotiations between the parties prior to their implementation. Such implementation shall be in accordance with section 125 of the Industrial Relations Act,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

For and on behalf of the
PUBLIC EMPLOYMENT INDUSTRIAL
RELATIONS AUTHORITY



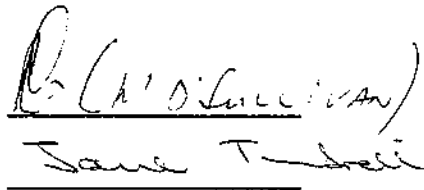
WITNESS

For and on behalf of the
NEW SOUTH WALES DEPARTMENT
OF AGRICULTURE



WITNESS

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



WITNESS

SCHEDULE 1

PARENT INDUSTRIAL INSTRUMENTS

Crown Employees (Agricultural Inspectors, Department of Agriculture)
Award.

Inspectors of Stock etc., Department of Agriculture Agreement No. 2533
of 1991.

General Division Staff Salaries Agreement No. 2368 of 1982.