

ENTERPRISE AGREEMENT-

NO: E.A. 334 /1995

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MOTOR VEHICLE REPAIR  
INDUSTRY COUNCIL

PUBLIC SERVANTS

ENTERPRISE AGREEMENT 1994

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1. TITLE OF AGREEMENT

1.1 This Agreement shall be known as the Motor Vehicle Repair Industry Council Enterprise Agreement 1994.

2. PARTIES TO THE AGREEMENT

2.1 The parties to this Agreement are the Public Employment Industrial Relations Service, the Department of Consumer Affairs and their employees.

3. DEFINITIONS

"Association" means the Public Service Association of New South Wales.

"Chairperson" means the Chair of the Motor Vehicle Repair Industry Council.

"Inspector" means an officer employed by the Department as a Safety Inspector, Manager Technical Services, Assistant Manager Technical Services, or Inspector.

"Officer" means and includes all officers and temporary employees as defined under Section 3(1) of the Public Sector Management Act 1988.

"Service" means continuous service for salary purposes.

"Council" means the Motor Vehicle Repair Industry Council.

"MVRIC" means the Motor Vehicle Repair Industry Council.

"Staff" means all staff other than Inspectors as defined above.

"Advisory Officer" means an employee employed as a Technical Advisory Officer under the Public Sector Management Act, 1988.

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#### 4. INCIDENCE

- 4.1 This Agreement shall regulate partially the terms and conditions of employment previously regulated by the Public Sector Management Act 1988, Motor Vehicle Repairs Act 1980 and Crown Employees (Overtime) Award.
- 4.2 Apart from changes specified in this Agreement all other clauses of the Public Sector Management Act 1988, Motor Vehicle Repairs Act 1980, Crown Employees (Overtime) Award and associated Regulations, Agreements, Awards and Determinations shall continue to apply.
- 4.3 Where there is an inconsistency, this Agreement shall take precedence over the extent of the consistency.

#### 5. STATEMENT OF INTENT

- 5.1 This Agreement shall only apply to employees as identified as staff, Officers, Inspectors and Advisory Officers, outlined in Clause 3, situated at Great North Road, Five Dock.
- 5.2 The parties to this Agreement intend to register this Enterprise Agreement under Chapter 2 Part 3 Division 2 of the Industrial Relations Act 1991.
- 5.3 This Agreement has been entered into:
- i. To improve performance of MVRIC and its Inspectors and staff;
  - ii. To provide more flexible working conditions to meet changing operational and employee needs;
  - iii. To improve the quality of working life and job satisfaction.
- 5.4 This Enterprise Agreement was freely entered into, without duress, by all the parties who support and endorse the items covered in the Agreement.

#### 6. SALARIES

- 6.1 The rate of pay to be paid to officers covered by this Agreement will be determined in relation to those rates contained in Schedule 1.
- 6.2 An officer appointed by the Minister as Alternate Member for Chairman, pursuant to Clause 11, Schedule 1 of the Motor Vehicle Repairs Act 1980 shall, for the duration of such appointment, be paid at the rate of \$47,909 by way of allowance from their substantive salary.

7. FURTHER SALARY INCREASES

7.1 The salary rates as detailed in Schedule 1 of this Agreement will remain in force for the duration of the Agreement.

8. HOURS OF WORK

8.1 MVRIC office services will be available to the public from 8.30 am to 5.30 pm Monday to Friday, excluding public holidays. A computerised roster will be implemented to ensure the equitable distribution of starting and finishing times.

8.2 Standard working hours shall be 7.6 hours per day for Inspectors and 7 hours per day for other staff.

8.3 Flexible working hours shall apply to all staff. The working hours of Advisory Officers shall be implemented as follows:

- 1) Advisory service will be offered between the hours of 9.00 am to 5.00 pm Monday to Friday;
- 2) A minimum of two staff to be on duty between 9.00 am to 5.00 pm excluding the luncheon break, where one Advisory Officer must be on duty;
- 3) Advisory Officers may commence work before 9.00 am and vary the length of their lunch break, a minimum of 30 minutes must be taken in order to accrue additional time.
- 4) Additional time accrued under 3) above may be used to avail themselves of a day off duty, subject to:
  - \* seven hours of additional time being to credit
  - \* prior approval of the Manager, Technical Services
  - \* a full day's absence only
  - \* relief has been arranged
  - \* only one absence per four-week period

8.4 Definition of Flexible Working Hours

For the purpose of this Agreement, flexible working hours shall be defined as a system of attendance whereby individuals nominate their starting and finishing times from day to day, subject to the concurrence of the Chairperson and to these specified conditions.

Conditions as prescribed in flexible working hours - Agreement no. 2275 of 1980 - will apply subject to the following changes in accordance with this Agreement.

## 8.5 Inspectors

Contract hours of 152 hours per four-week period;  
Maximum carry-forward credit of 16 hours;  
Maximum carry-forward debit of 10 hours.

## 8.6 Staff (excluding Advisory Officers)

Contract hours of 140 hours per four-week period;  
Maximum carry-forward credit of 14 hours;  
Maximum carry-forward debit of 10 hours.

## 8.7 Advisory Officers

Contract hours of 140 hours per four-week period;  
Maximum carry-forward credit of 7 hours;  
No debit allowed to be carried forward.

# 9. WORKING HOURS - FLEXTIME - INSPECTORS

## 9.1 Introduction

This section details the system of flexible working hours of Inspectors.

Inspectors working part time are not entitled to field flexitime.

The two factors that are particularly applicable to flexible working hours are co-operation and sound supervision. Inspectors must at all times obey directions given by their supervisors regarding hours of attendance. It is also important for supervisors to allow staff the maximum degree of flexibility in selecting their working hours within the constraints of the need to improve service and to attain work objectives.

## 9.2 Basic Concepts

With flexible working hours, the concept of a rigid seven-hour day no longer applies. It will be replaced by a four-weekly settlement period of 152 hours (the contract hours). Inspectors can, within limits, select their own starting and finishing times each day, can take 'flex leave' and are entitled to carry over from settlement period to settlement period a balance of 16 hours credit or up to 10 hours debit.

This method of time utilisation allows Inspectors to more effectively use their leisure and work time and allows for peaks and troughs in workloads to be more effectively handled.

### 9.3 Accountability

Flexible working hours recording sheets must be maintained in an accurate and up-to-date manner. Manual recording of times must be made on the day in question and must indicate the commencing and finishing times in hours and minutes. Recordings of a number of hours alone is not sufficient. This will require Inspectors working in the field taking their flexitime records with them when travelling. The Council requires that each Inspector maintain their own record on a daily basis: corrective fluid is not to be used and all amendments should be initialled.

The period in hours and minutes taken for meal breaks must be clearly shown in the adjustment column and that period deducted before entry is made in "daily hours".

It is the responsibility of Inspectors to acquaint themselves fully with all the conditions pertaining to the system. Where it is evident that a responsible attitude has not been taken and/or co-operation has not been achieved, Inspectors may be directed to revert to standard hours and/or disciplinary action may be taken.

### 9.4 Review of Records

At the end of every settlement period, each Inspector is required to complete all calculations and to sign and certify the flexible work hours record sheets as a true record. Completed sheets must be forwarded to the supervisor by the Tuesday following the end of the period. The supervisor must ensure that entries have been completed correctly, calculations are correct, the carried-forward debit or credit does not exceed the maximum hours and that all applications for leave have been submitted where appropriate. After checking, the supervisor is to endorse the record sheet accordingly and initial the carry-forward balance to the next sheet.

The current record sheet is to be kept and maintained by each Inspector. Completed sheets are to be filed by supervisors for audit and management purposes. On transfer of an Inspector, the current record sheet is to be balanced, checked and appropriately endorsed by both the Inspectors and supervisor. The balance should be carried forward on to a new sheet together with any details of "flex leave" already taken in the period. These entries should be signed by the supervisor. This new sheet should then accompany the Inspectors to the new position.

### 9.5 Availability of Work

Inspectors are not permitted to start work early or finish late merely to build up their credit hours. Supervisors should ensure that a satisfactory output is maintained in those periods of the day when supervision is minimal and that, in fact, work is available.



## 9.6 Band Width

Inspectors are entitled to accrue a credit for any time worked between 7.30 am and 9.00 pm (except during the lunch break). This is the band width period. Time worked outside the band width will not accrue flexitime credits.

## 9.7 Breaches

Any Inspector who -

- (a) deliberately falsifies flexible working hours records;
- (b) records incorrect time of commencement and/or cessation of duty;
- (c) habitually commences duty after the commencement of core time (except if on approved leave);
- (d) returns late from lunch;
- (e) ceases duty before the end of core time without having been granted leave;
- (f) breaches the rules in any other way

may be instructed to work standard hours. Where breaches such as these occur they must be drawn to the attention of the appropriate senior officer.

## 9.8 Commencement and Cessation of Duty

### Excess Travelling Time

When an Inspector, in order to perform their duties, is required to travel outside their normal hours of duty, they will be eligible for equivalent time off in lieu for excess time occupied in so travelling. Time off in lieu will be subject to the following conditions:

- (a) Where travel is on a non-working day;

time spent in travelling after 7.30 am, and travel was undertaken by direction of the supervisor.

- (b) Where travel is on a working day;

In the case of any Inspector, the time spent in travelling before their ordinary commencing time or after their ordinary ceasing time, subject to the conditions in Subclause (c) of this Clause;

- (c) There shall be deducted from an Inspector's travelling time on any one day, other than a non-working day, the time normally taken for the periodic journey from home to headquarters and return;

periods of less than one-quarter of an hour on any one day shall be disregarded.

Travelling time shall not include any period of travel between 11.00 pm on any one day, and 7.30 am on the following day where the Inspector has travelled overnight and sleeping facilities have been provided for the Inspector.

#### 9.9 Waiting Time

Where an Inspector qualifies for time off in lieu, in accordance with this Agreement for excess time occupied in travelling and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:

- (a) Where there is no overnight stay with accommodation at a centre away from home or headquarters, one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty, and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and time of departure for home or headquarters or another centre;
- (b) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time, except that:
  - \* where duty is performed on the day of such departure, any necessary waiting time (less 1 hour) from completion of such duty until departure shall be counted;
  - \* where no duty is performed on the day of such departure, necessary waiting time (less 1 hour) after the Inspector's normal commencing time until such departure, shall be counted.

#### 9.10 Contract Hours

These are the number of hours in the settlement period, based on the standard day i.e. 7.6 hours per day times 20 days = 152 hours. These are the number of hours that have to be completed in the settlement period (with the debit/credit provision being taken into account).

#### 9.11 Core Time

Core time is the floating period of any six continuous hours (including a meal break of not less than 30 minutes and no more than 2 hours 30 minutes) within the band width, during which all Inspectors are required to be on duty unless on authorised leave. The meal break cannot be taken at the first or last hour of core time.

## 9.12 Credit or Debit Balance

At the end of each settlement period a balance is calculated between time worked, adjustments and the contract hours. The balance, which is carried forward to the next period, can be either in debit or credit. The maximum credit is 16 hours, with any credit in excess of 16 hours being forfeited, and any debit in excess of 10 hours requiring a leave application to cover the excess portion.

## 9.13 Emergency Field Work

When an Inspector is directed to return to work to attend to an emergency, hours so worked shall not be credited as payment will be made at the appropriate overtime rate.

## 9.14 Flexible Leave

Inspectors may take a maximum of one day's flexi leave in any four-week settlement period subject to the following conditions:-

- (a) The leave is available as one whole day or two half days at any time in the settlement period (with the exception as outlined in paragraph [f] );
- (b) The half-day concession can be combined with a half-day leave or study leave;
- (c) The concession can only be taken subject to Council convenience, and the prior approval of the supervisor is necessary in every case.
- (d) Supervisors must ensure that service to the public is not impaired and that work output is maintained.
- (e) Inspectors must work for at least three and a half hours on the day that a half-day concession is taken. The half-day concession must either precede the period of work for that day or follow the period of work for that day; that is that the three and a half hours must be worked during the band width either before or after taking half-day flexi leave;
- (f) Flexi leave cannot be taken on consecutive working days, even though those days may be in different settlement periods;
- (g) Flexi leave may be taken before or immediately after a period of recreation leave. It may not be taken during a period of recreation leave;
- (h) Flexi leave is not to be taken at the end of a period of extended leave or leave without pay so as to gain payment for a weekend which would not normally be made.

All flexi leave and/or leave taken must be initialled by the Manager, Technical Services.

#### 9.15 Late Arrivals

Under no circumstances can an Inspector be absent during core time unless on approved leave. Inspectors who arrive after the commencement of core time must submit a leave form on a quarter-day leave basis.

#### 9.16 Meal Breaks

A flexible meal break of not less than half an hour, and not more than two and a half hours, can be taken at any time during core time. This meal break cannot be taken as the first or last hour of core time, and ideally the break should occur in the middle of time on duty.

#### 9.17 Resignation or Retirement

When an Inspector is to cease duty with the Council, every effort should be made to reduce any debit balance to nil before the last day of duty. If a person does have a debit balance on their last day of duty, an appropriate amount of recreation leave will be forfeited to adjust the balance. Council will require a balance to be struck on the last day of duty to ascertain the amount of time in credit/debit (any credit is forfeited).

Flexitime records of Inspectors who have resigned or retired or transferred must be kept for audit purposes.

#### 9.18 Rostered Duty, Staff Meetings etc.

No change has been made in the present arrangements for rostered half days or days in the office, attendance at staff meetings as required, or other occasions when attendance in the office is required at a certain time. If an Inspector is rostered on for a morning, it is essential that they be in the office at least during the period 9.00 am to 1.00 pm and if rostered for the afternoon, at least during the period 2.00 pm to 5.00 pm unless otherwise directed by the Manager, Technical Services.

All Inspectors are required to be present at staff or other meetings at times directed by the Manager, Technical Services.

#### 9.19 Settlement Period

The settlement period is of four weeks duration, i.e. 20 working days.

#### 9.20 Staffing Requirements

Sufficient Inspectors must be on duty between the hours of 9.00 am and 5.00 pm to maintain service at a satisfactory level.

#### 9.21 Standard Hours

These are the standard hours of work that were in operation prior to flexible working hours. The Inspectors' standard hours are 8.30 am to 4.36 pm with a 30-minute lunch period.

#### 9.22 Study Time

Study time may be combined with a half-day flexi leave to cover a full day's absence from duty. Inspectors may take approved study time at any time during a band width, subject to Council convenience.

#### 9.23 Tea Money

Tea money will not be paid unless Inspectors are specifically requested to work by their supervisor and this has been endorsed by the appropriate senior officer.

Inspectors are eligible for tea money if they are required to work after nine and one half hours have elapsed since the commencement of duty.

### 10. SATURDAY OR SUNDAY WORK (INSPECTORS ONLY)

10.1 Subject to the provisions of this Clause, the Chairperson has the ability to roster Inspectors to work Saturday or Sunday, with time off in lieu at ordinary rates.

10.2 Work will be by mutual agreement with the Inspectors concerned and Inspectors will receive at least two (2) weeks' notice of each day to be worked under this Clause, unless waived by the Inspector.

10.3 An Inspector shall not be required to work on more than twelve (12) Saturdays and six (6) Sundays in any period of one year, subject to a maximum of one (1) Saturday per four (4) week period and one (1) Sunday per eight (8) week period being worked.

10.4 Inspectors shall take time off in lieu, in the week prior to or within twenty-eight (28) calendar days following the Saturday or Sunday worked. If because of work pressures an Inspector is prevented from taking the time off in lieu during this period, they will be eligible to have the time in lieu credited to their recreation leave balance if prior agreement of the Executive Officer is obtained. The additional accumulation will not be included in the recreation leave balance for the purpose of calculating forfeiture or accrual beyond 40 days.

10.5 An Inspector shall not be required to work more than standard hours as per Clause 9.21 on each Saturday or Sunday worked without the payment of overtime.

- 10.6 Meal allowances are not payable for ordinary hours worked in accordance with this Clause on Saturday or Sunday, except under circumstances where the provision of the Travelling Compensation Award would apply.
- 10.7 Nothing in this Clause shall permit an Inspector to be rostered to work a Saturday or Sunday, as per this Clause, during a period of recreation or other approved leave or a declared public holiday.

Sunday work in particular will be utilised, where practicable, to permit travel to country centres to ensure the Inspector is available to commence duty at the earliest opportunity on Mondays.

## 11. OVERTIME

- 11.1 The provisions of the Crown Employees (Overtime) Award will apply except in the following instances:

- i) Work performed on a Saturday or Sunday as per Clause 10 of this Agreement;
- ii) Staff may elect to take time in lieu at overtime rates, for any overtime worked, or may elect to have this time in lieu at overtime rates credited to recreation leave; and
- iii) Time in lieu accrued under ii) above and credited to recreation leave will not be counted for forfeiture purposes.

### 11.2 Attendance at Meetings, Seminars and/or Conferences on Weekends and Public Holidays

Officers voluntarily attending meetings, seminars and/or conferences on weekends or public holidays with the prior approval of the Executive Officer may be granted time in lieu on an hour-for-hour basis for such attendance (excluding travelling time) up to a maximum of seven hours (35-hour week) or 7.6 hours (38-hour week) on any one day. Time in lieu is to be taken prior to the completion of the following flex period.

### 11.3 Directed Time Accrual (Office Staff)

- 1) Where the work load warrants additional time being worked on any normal working day a supervisor may direct, or agree on request, that a staff member should work additional hours on that day or days within the existing band width of 7.30 am to 6.00 pm. Staff are to receive a minimum 24 hours' notice of direction under this Clause.

- 2) Any time worked which has been at the direction of the supervisor will be accrued separately to normal working hours.
- 3) Time in lieu to be taken with the mutual agreement of the supervisor and officer, and may be combined with other leave.
- 4) A staff member may only be directed to work an additional seven hours under this provision in any one flex period.
- 5) Prior advice of any direction or agreement under 11.3 1) is to be given to the Executive Officer.

## 12. MOTOR VEHICLES

- 12.1 a) Officers employed as Inspectors, Executive officer and Marketing Manager will be provided with a motor vehicle.
- b) Vehicle type to be in the classification of a large six-cylinder sedan.
- c) Motor Vehicle Repair Industry Council will pay the cost of:
  1. Registration
  2. Compulsory Third Party insurance
  3. Comprehensive insurance
  4. Maintenance and repair
  5. Petrol [see Sub-Clause (f)]
  6. NRMA membership
  7. Hiring a vehicle to permit an Inspector to complete normal duties in instances where the allocated vehicle is unavailable for 48 hours or more.
- d) Officers and Managers to maintain the cleanliness of the vehicle and ensure the roadworthiness by reporting faults or necessary repairs.
- e) Officers will be entitled to private use of the Council vehicles during flex days, public holidays, sick leave, study leave, special/short leave, recreation leave and Long Service Leave up to a maximum period of four (4) continuous weeks (see Sub-Clause [f] ).
- f) Officer to meet petrol costs during recreation and Long Service Leave where the absence is in excess of seven calendar days.
- g) Inspector or Manager's nominee will have the right to use the vehicle during non-working hours.

- h) In return for the Council meeting Fringe Benefits Tax ("FBT") costs of the vehicle, Inspectors will no longer be eligible to claim refunds under the semi-private telephone arrangements in place prior to the registration of this Agreement.
- i) The garage allowance previously payable for the care and security of Council vehicles whilst garaged by Inspectors will no longer be payable as the vehicles will now be available for private use when not being used for Council business.
- j) Motor vehicle accessories - the cost of Motor Vehicle Repair Industry Council standard accessories (air-conditioning, mud flaps, ABS brakes, bonnet and headlamp protectors, floor mats and weather shields) will be met by the Council on all vehicles purchased after the date of registration of this Agreement. Non-standard accessories such as cruise control, tow bar or other accessories must have the prior approval of the Chairperson.

In the case of non-standard accessories, the cost will be a once-only cost to the Inspector/Manager. Subsequent vehicles will be fitted with similar accessories at no further cost to the Inspector/Manager.

On termination of employment, for reasons other than misconduct, the depreciated value of the accessory is to be refunded to the Inspector/Manager.

### 13. TERMINATION OF SERVICE

- 13.1
  - i) Where an officer gives notice of resignation the officer shall, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
  - ii) The Council shall, as far as practicable, facilitate the elimination of accumulated credit or debit hours by such officers.
  - iii) Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave monies owing to that officer shall be adjusted accordingly.
  - iv) An officer may receive compensation for accumulated credit hours outstanding on the last day of service:-



- (a) where an officer's services terminate without notice for reasons other than misconduct;
- (b) where an application for a period of flex leave which would have eliminated the accumulated credit hours was made pursuant to this Agreement during the period of notice of retirement or resignation and was refused, and
- (c) in such other circumstances as the Chairperson may approve.

#### 14. EMERGENCY AND FAMILY LEAVE

14.1 Emergency Leave is paid leave granted to officers who find it necessary to respond quickly to an unforeseen set of circumstances which may include making arrangements for and attending funerals of partners, children, foster children, close friends, close relatives, burglary or storm damage to a home, transport accident, severe weather conditions, bushfires which would prevent attendance at work.

14.2 Family Leave is to enable employees to attend to family commitments. Family, for the purpose of this Agreement, may not necessarily be children but elderly parents, spouses and partners.

14.3 Family leave is provided so that the employee can -

- \* provide assistance and care to ill members of their immediate family;
- \* provide care when normal child care arrangements are not available due to such circumstances as the carer being sick or the child being very ill; and -
- \* provide care on school pupil-free days when no other care is available.

14.4 Entitlements for Emergency and Family Leave -

Emergency (replaces current Short Leave provisions)

- i) during the first 12 months of service - 2.5 working days; or
- ii) after the completion of 12 months' service - 5 working days in any period of 2 years; or
- iii) subject to the completion of 2 years' continuous service, the period calculated by allowing 1 day for each completed year of service and then deducting any Short Leave previously granted to the Public Servant,

whichever is the greater.

Family

- \* Five days' paid leave in any period of twelve months, irrespective of length of service.

## 15. EXPENDITURE REVIEW COMMITTEE

- 15.1 A Committee comprising the Executive Officer, Manager Technical Services or their delegate, and two (2) staff representatives will convene to assess and develop means for achieving reduced operational costs.
- 15.2 This may be achieved through improved work practices and procedures, more efficient use of technology and resources. Recommendations from this Committee may only be implemented with the approval of the Chairperson.
- 15.3 The initial meeting of the Committee will be convened within two weeks of registration of this Agreement. Meetings will then be held on a monthly basis.

## 16. STAFF TRAINING AND DEVELOPMENT

- 16.1 Through the implementation of a performance management system, staff training needs will be determined and appropriate action taken to meet those needs.
- 16.2 The Executive Officer will develop a suitable staff rotation and exchange programme to ensure the continued development of staff and access to greater career opportunities. The Executive Officer's recommendations shall only be implemented with the agreement of the officer concerned.
- 16.3 Immediate discussion will also take place with a view to determining the best method of updating existing procedure and policy manuals. Within eight weeks of registration of the Agreement, the Executive Officer will convene a meeting of all Section leaders to reach mutual agreement in the manner in which this process will occur, bearing in mind the current workloads and responsibilities of the staff.

## 17. JOB EVALUATION

- 17.1 The parties agree that an accredited system of job evaluation will be implemented and results of evaluations determined within six months of registration of the Agreement, unless circumstances communicated to staff arise which are beyond the control of the Chairperson. All positions will be evaluated with the results to be implemented in the following manner:

- 1) Evaluation results that lead to an increase in the grade of a position or change in classification will be implemented immediately. In these instances, the Minister will be approached immediately to obtain approval not to advertise the position and to directly appoint the substantive occupant. Payment of the new salary will be effective from the date of the agreed evaluation.

- 2) Evaluation results that lead to a reduction in the grade of a position or change in classification will lead to a redesign of the position to ensure the duties and responsibilities accurately reflect the existing grade level. Where redesign is not possible, the position will continue to hold its pre-evaluation grading until it becomes substantively vacant.

## 18. GENERAL CONDITIONS OF EMPLOYMENT

- 18.1 Officers, except as provided in this Agreement, shall be entitled to and shall observe the conditions of employment covering officers employed in organisations listed in Schedule "1" of the Public Sector Management Act 1988.
- 18.2 The provisions of this Agreement prevail over the provisions of any Award, Industrial Agreement, Determination of the Public Employment Industrial Relations Authority or Order of the Industrial Relations Commission of NSW that deal with the same matters, insofar as they purport to apply to an employee bound by this Agreement.

## 19. CONDITIONS NOT COVERED

- 19.1 Any working condition that has not been addressed by this Agreement will continue to apply through application of existing Acts, Regulations, Awards, Agreements and/or Determinations.
- 19.2 The minimum conditions of employment of employees to be covered by this Agreement in relation to Sick Leave, referred to under Section 122 of the Industrial Relations Act 1991, are fixed by the Public Section Management (General) Regulation 1988.

## 20. UNION FEES

- 20.1 The Council undertakes to continue its current practice of deducting Union dues from the pay of members of the Union who have signed the appropriate authority and to forward these dues directly to the Union on behalf of the members on a fortnightly basis.

## 21. INDUSTRIAL GRIEVANCE PROCEDURE

- 21.1 The aim of this procedure is to ensure that, during the life of this Agreement, industrial grievance 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 grievances handling procedures, e.g. complaints of discrimination.

21.2 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be carried out:-

- Step 1 The matter is discussed between the officer(s) and the supervisor involved. If the matter remains unresolved, follow Step 2.
- Step 2 The matter is discussed between the officer(s), the Union official and/or delegate and/or independent and the supervisor involved. If the matter remains unresolved, follow Step 3.
- Step 3 The matter is discussed between the officer(s), the Union official and/or delegate and/or independent, the supervisor and the Executive Officer. If the matter remains unresolved, follow Step 4.
- Step 4 The matter is discussed between the Executive Officer and the Union official and/or independent delegate and/or officer(s). If the matter remains unresolved, follow Step 5.

Where it is agreed by the parties, Steps 1 to 4 above may be conducted concurrently.

- Step 5 The matter is discussed between the Chairperson and the relevant Union official and/or officer(s). The parties agree to exhaust the process of conciliation before considering Step 6. It is also agreed that the parties will not deliberately frustrate or delay these procedures.
- Step 6 The services of a recognised mediator are employed, at Council's expense, to exhaust the process of mediation between the parties prior to proceeding to Step 7. The selection of the mediator will be by mutual agreement.
- Step 7 The matter may be referred by either party to the Industrial Relations Commission of NSW in order for the Industrial Relations Commission to exercise its functions under the Industrial Relations Act.

21.3 An officer elected as a Union delegate will, upon written notification by the Union to the Council, be recognised as an accredited representative of the Union for the purpose of this Agreement.

21.4 By mutual agreement with the Executive Officer, Union delegates will be permitted reasonable time during working hours to attend to Union business in accordance with Clause 21.2.

21.5 The parties agree that there will be no strikes by officers relating directly to rights settled by this Agreement.

22. NEGOTIATING THE NEXT AGREEMENT

- 22.1 The parties agree to commence negotiations on a new Agreement no later than six (6) months prior to the termination date of this Agreement.
- 22.2 During the six (6) months deliberation period, the parties will meet in order to seek agreement/resolution of any issues.
- 22.3 The parties may seek assistance of the Industrial Relations Commission of NSW during the deliberation period.

23. IMPLEMENTATION AND EVALUATION OF THE AGREEMENT

- 23.1 The parties will establish a joint Management/Staff Consultative Committee to monitor the implementation of this Agreement, resolve issues relating to the Agreement as they arise and to consider other relevant matters affecting this Agreement.
- 23.2 The Consultative Committee will also examine all service improvement initiatives developed by staff. The implementation of such initiatives will be subject to the approval of the Chairperson of MVRIC.
- 23.3 A further responsibility of the Committee will be to develop a workload measurement system to accurately reflect changes in workload that may accrue during the life of the Agreement. Results from workload studies will be utilised in determining future staff levels and productivity achievements.
- 23.4 The consultations and decisions of the Committee will be reported back to all staff through a system of regular staff meetings. At these meetings staff will be provided with information on the work of the Expenditure Review Committee, the Consultative Committee and Minutes of Council Meetings will be distributed to Managers and OIC's.
- 23.5 Within two months of the registration of this Agreement, the Committee will establish and conduct elections for staff representation on the Council's Occupational Health and Safety ("OH&S") Committee. The OH&S Committee will be formed in accordance with the relevant legislation.
- 23.6 The Consultative Committee will review Human Resource policies developed in the Department of Consumer Affairs. The Review will determine the appropriateness of the policy, determine necessary amendments and formally implement the agreed policies.

24. DURATION

- 24.1 It shall take effect from the date of registration and shall remain in force for a period of sixteen months.

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## 22. NEGOTIATING THE NEXT AGREEMENT

- 22.1 The parties agree to commence negotiations on a new Agreement no later than six (6) months prior to the termination date of this Agreement.
- 22.2 During the six (6) months deliberation period, the parties will meet in order to seek agreement/resolution of any issues.
- 22.3 The parties may seek assistance of the Industrial Relations Commission of NSW during the deliberation period.

## 23. IMPLEMENTATION AND EVALUATION OF THE AGREEMENT

- 23.1 The parties will establish a joint Management/Staff Consultative Committee to monitor the implementation of this Agreement, resolve issues relating to the Agreement as they arise and to consider other relevant matters affecting this Agreement.
- 23.2 The Consultative Committee will also examine all service improvement initiatives developed by staff. The implementation of such initiatives will be subject to the approval of the Chairperson of MVRIC.
- 23.3 A further responsibility of the Committee will be to develop a workload measurement system to accurately reflect changes in workload that may accrue during the life of the Agreement. Results from workload studies will be utilised in determining future staff levels and productivity achievements.
- 23.4 The consultations and decisions of the Committee will be reported back to all staff through a system of regular staff meetings. At these meetings staff will be provided with information on the work of the Expenditure Review Committee, the Consultative Committee and Minutes of Council Meetings will be distributed to Managers and OIC's.
- 23.5 Within two months of the registration of this Agreement, the Committee will establish and conduct elections for staff representation on the Council's Occupational Health and Safety ("OH&S") Committee. The OH&S Committee will be formed in accordance with the relevant legislation.
- 23.6 The Consultative Committee will review Human Resource policies developed in the Department of Consumer Affairs. The Review will determine the appropriateness of the policy, determine necessary amendments and formally implement the agreed policies.

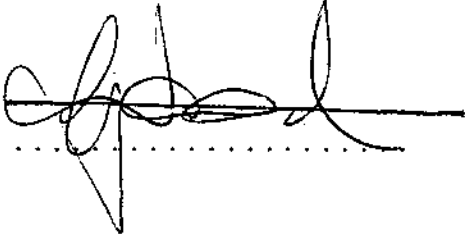
## 24. DURATION

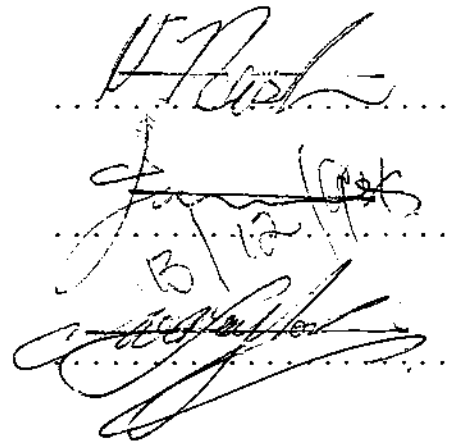
- 24.1 It shall take effect from the date of registration and shall remain in force for a period of sixteen months, unless varied or terminated earlier in accordance with the provisions of Section 124 or 125, as appropriate, of the Industrial Relations Act 1991.

25. SIGNATURES

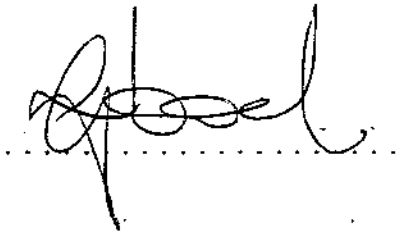
~~Signed for and on behalf  
of the MOTOR VEHICLE  
REPAIR INDUSTRY COUNCIL  
in the presence of:~~

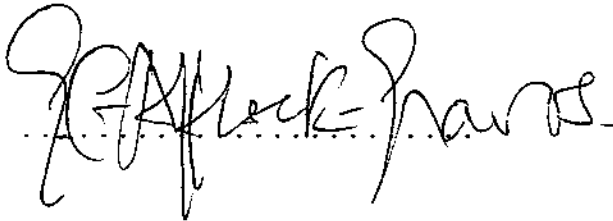
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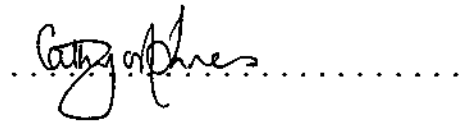
Signed for and on behalf  
of the DIRECTOR &  
COMMISSIONER OF THE  
DEPARTMENT OF CONSUMER  
AFFAIRS, in the  
presence of:



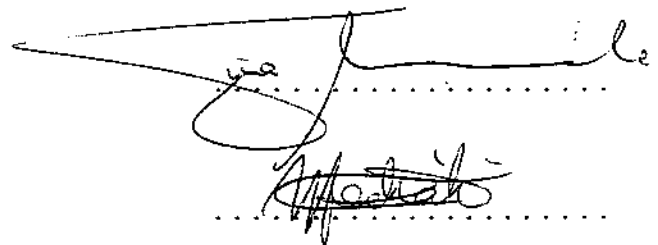


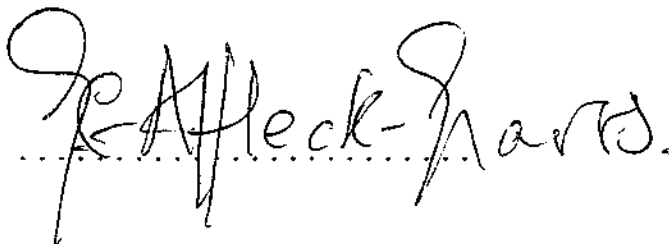
Signed for and on behalf  
of the PUBLIC EMPLOYMENT  
INDUSTRIAL RELATIONS  
AUTHORITY by the Director-  
General, Department of  
Industrial Relations,  
Employment, Training and  
Further Education, in the  
presence of:

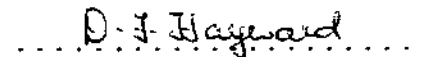




Signed for and on behalf  
of the WORKS COMMITTEE,  
in the presence of:







## SALARY RATES

POSITION TITLE	SALARY	
	CURRENT	AGMT REG
<b>Executive Officer</b>		
1st Year	45197	47909+MV
2nd Year	46469	49257+MV
3rd Year	48366	51268+MV
4th Year and thereafter	49808	52796+MV
<b>Inspector (38 hour week)</b>		
1st Year	29866	34217+MV
2nd Year	31661	36274+MV
3rd Year	33298	38150+MV
4th Year	35273	40412+MV
5th Year and thereafter	37002	42393+MV
<b>OIC Licenses</b>		
1st Year	29555	31328
2nd Year and thereafter	30448	32275
<b>OIC Certificates</b>		
1st Year	27976	29655
2nd Year and thereafter	28741	30465
<b>Enquiry Officer</b>		
1st Year	21551	22844
2nd Year	22122	23449
3rd Year	22721	24084
4th Year	23320	24719
5th Year and thereafter	23730	25153
<b>Senior Machine Operator</b>		
1st Year	26439	28025
2nd Year and thereafter	27215	28848
<b>Machine Operator</b>		
1st Year	11470	12158
2nd Year	13613	14430
3rd Year	15443	16370
4th Year	17497	18547
5th Year	18507	19617
6th Year	20505	21735
7th Year	21069	22333
8th Year	21766	23072
9th Year and thereafter	23510	24921
<b>Stenographer</b>		
1st Year	26439	28025
2nd Year	27215	28848



## SALARY RATES

POSITION TITLE	SALARY	
	CURRENT	AGMT REG
<b>Receptionist/Typist</b>		
1st Year	11470	12158
2nd Year	12802	13570
3rd Year	14528	15400
4th Year	16501	17491
5th Year	18507	19617
6th Year	20128	21336
7th Year	20505	21735
8th Year and thereafter	21069	22333
<b>Legal Officer</b>		
1st Year	27693	29355
2nd Year	28741	30465
3rd Year	29555	31328
4th Year	30448	32275
5th Year	31661	33561
<b>Legal Officer Grade II</b>		
1st Year	34270	36326
2nd Year	35991	38150
3rd Year	38099	40385
4th Year	40048	42451
5th Year	41647	44146
<b>Accountant</b>		
1st Year	34890	36983
2nd Year	35991	38150
3rd Year	37402	39646
4th Year and thereafter	38497	40807
<b>Accounts Clerk</b>		
1st Year	26439	28025
2nd Year and thereafter	27215	28848
<b>OIC Support Services</b>		
1st Year	26439	28025
2nd Year and thereafter	27215	28848
<b>OIC Disputes</b>		
1st Year	29555	31328
2nd Year	30448	32275
3rd Year	31399	33283
4th Year and thereafter	32362	34304

**SALARY RATES**

POSITION TITLE	SALARY	
	CURRENT	AGMT REG
<b>Clerical Assistant</b>		
1st Year	10749	11394
2nd Year	12076	12801
3rd Year	14528	15400
4th Year	16501	17491
5th Year	17497	18547
6th Year	19413	20578
7th Year	20128	21336
8th Year	20679	21920
9th Year and thereafter	21069	22333
<b>Committee Services Officer</b>		
1st Year	24395	25859
2nd Year and thereafter	25057	26560
<b>Marketing Manager</b>		
1st Year	39651	42030+MV
2nd Year and thereafter	40838	43288+MV
<b>Manager Technical Services 38 hr week</b>		
1st Year and thereafter	40048	45883+MV
<b>Asst Mgr, Tech Services 38 hr week</b>		
1st Year and thereafter	38497	44106+MV
<b>Advisory Officer</b>		
1st Year	31661	33561
2nd Year	33298	35296
3rd Year	35273	37389

## SALARY RATES

POSITION TITLE	SALARY	
	CURRENT	AGMT REG
<b>Clerical Officer</b>		
<b>Grade 1/2</b>		
1st Year of Service U17	12076	12801
2nd Year of Service or 17	14528	15400
3rd Year of Service or 18	17497	18547
4th Year of Service	18676	19797
5th Year of Service	20128	21336
6th Year of Service	20679	21920
7th Year of Service	21551	22844
8th Year of Service	21944	23261
9th Year of Service	22488	23837
10th Year of Service	23320	24719
11th Year of Service	24165	25615
12th Year of Service	25057	26560
<b>Grade 3/4</b>		
1st Year of Service	26439	28025
2nd Year of Service	27215	28848
3rd Year of Service	27976	29655
4th Year of Service	28741	30465
<b>Grade 5</b>		
1st Year of Service	29555	31328
2nd Year of Service	30448	32275
<b>Grade 6</b>		
1st Year of Service	31399	33283
2nd Year of Service	32362	34304
<b>Grade 7</b>		
1st Year of Service	34890	36983
2nd Year of Service	35991	38150
<b>Grade 8</b>		
1st Year of Service	37402	39646
2nd Year of Service	38497	40807

## SALARY RATES

POSITION TITLE	SALARY	
	CURRENT	AGMT REG
Clerk		
<b>General Scale</b>		
1st Year of Service or 18	15443	16370
2nd Year of Service Minimum at 20	18676	19797
3rd Year of Service Minimum at 21	20128	21336
4th Year of Service	20679	21920
5th Year of Service	21551	22844
6th Year of Service	21944	23261
7th Year of Service	22488	23837
8th Year of Service	23320	24719
9th Year of Service	24165	25615
10th Year of Service	25057	26560
<b>Grade 1</b>		
1st Year of Service	26439	28025
Thereafter	27215	28848
<b>Grade 2</b>		
1st Year of Service	27976	29655
2nd Year of Service	28741	30465
<b>Grade 3</b>		
3rd Year of Service	29555	31328
4th Year of Service	30448	32275
<b>Grade 4</b>		
1st Year of Service	31399	33283
2nd Year of Service	32362	34304
<b>Grade 5</b>		
1st Year of Service	34890	36983
2nd Year of Service	35991	38150
<b>Grade 6</b>		
1st Year of Service	37402	39646
2nd Year of Service	38497	40807
<b>Grade 7</b>		
1st Year of Service	39651	42030
Thereafter	40838	43288
<b>Grade 8</b>		
1st Year of Service	42538	45090
Thereafter	43890	46523

**SCHEDULE 1**

POSITION TITLE	SALARY	
	CURRENT	AGMT REG
<b>Grade 9</b>		
1st Year of Service	45197	47909
Thereafter	46469	49257
<b>Grade 10</b>		
1st Year of Service	48366	51268
Thereafter	49808	52796
<b>Grade 11</b>		
1st Year of Service	52276	55413
Thereafter	54493	57763
<b>Grade 12</b>		
1st Year of Service	57907	61381
Thereafter	60457	64084