

ENTERPRISE AGREEMENT

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**DEPARTMENT OF AGRICULTURE**

**TECHNICAL STAFF**

**ENTERPRISE AGREEMENT**

**1995**

**CLAUSE 1 - TITLE**

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

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**CLAUSE 3 - DEFINITIONS**

- (i) "Act" means Public Sector Management Act, 1988.
- (ii) "Association" means Public Service Association of NSW.
- (iii) "Department" means the Department of Agriculture as specified in Schedule 1 of the Public Sector Management Act, 1988.
- (iv) "Department Head" means Director-General, Department of Agriculture.
- (v) "Employee" or "Temporary employee" means a person temporarily employed pursuant to the provisions of Section 38 of the Public Sector Management Act, 1988.
- (vi) "Industrial Authority" means the Public Employment Industrial Relations Authority constituted under the Public Sector Management Act 1988.
- (vii) "Job Evaluation" means a methodology agreed to between the parties which will be used to grade positions under this Agreement.
- (viii) "Member of staff" means an officer or a temporary employee.
- (ix) "Officer" means a person employed in any capacity under the provisions of Part 2 of the Public Sector Management Act, 1988, and includes an officer on probation, but does not include a temporary employee, a chief executive officer or a senior executive officer as defined under the Act..
- (x) "Part-time employee" means an employee who works less hours per week than a full-time employee works and is performing similar duties to full-time employees of the same classification and grading.
- (xi) "Part-time officer" means an officer who is appointed to a position where the hours of work 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.
- (xii) "Position" means a position as dealt with in Section 8 of the Public Sector Management Act, 1988.
- (xiii) "Public Service" means the Public Service as defined in the NSW Public Sector Management Act, 1988.
- (xiv) "Regulation" means the Public Sector Management (General) Regulation, 1989, as amended.
- (xv) "Salary" or "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.
- (xvi) "Service" means continuous service for salary purposes.

- (xvii) "Technical Assistant " means an officer or employee who holds the New South Wales School Certificate or its equivalent that is required for employment in any of the positions covered by the provisions of this Enterprise Agreement.
- (xviii) "Technical Co-ordinator" means an officer or employee whose experience and expertise allows them to accept responsibility for the supervision and co-ordination of technical activities in a technical section or work unit and is appointed to a position designated as such.
- (xix) "Technical Manager" means an officer or employee who is appointed to a position designated as such.
- (xx) "Technical Officer" means an officer or employee who holds:-
  - (a) an Associate Diploma qualification or its equivalent; or
  - (b) a trade qualification plus 5 years relevant post trade experience that is required for employment in any of the positions covered by the provisions of this Enterprise Agreement.
- (xxi) "Technical staff" means all members of staff employed to provide technical contributions to the achievement of the Department's corporate goals.

#### **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/Union Joint 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 that technical staff in the Department will be included in the Technical Staff Enterprise Agreement in two stages. The initial stage will include those members of staff employed in Technical Officer (Scientific), Technical Officer (Engineering), Medical Technologist, Laboratory Attendant, Assistant and Field Assistant classifications. It is the intent of the Department that the second stage, which will be undertaken in the second half of 1995, include other technical staff.

With the aim of developing a single classification of Technical Assistant which will subsume Laboratory Attendant, Assistant and Field Assistant classifications, the Department, in negotiation with the Association, will investigate opportunities for job redesign during the term of this Agreement. Future members of staff who, prior to this Agreement, would have been appointed as either Laboratory Attendant, Assistant or Field Assistant will be appointed, during the duration of the Agreement, as Technical Assistants and begin work in the Department on the proposed Technical Assistant scale.

#### 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, by either 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 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 pro rata basis for the quantum in days of all types of leave prescribed for full time members of staff.
- (vii) Part time members of staff will only be eligible for the payment of a public holiday where they have ordinary 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.
- (viii) 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.
- (ix) 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 x 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 S. 122 of the Industrial Relations Act 1991 should there be any movements in the salaries specified in the Awards and Agreements referred to in Clause 19.

#### CLAUSE 8 - SALARIES

Technical staff in the Department are paid according to the following salary schedule.

(A) Annual Salary  
Junior

Age	
under 17 years	11,735
at 17 years	14,082
at 18 years	16,429
at 19 years	18,776
at 20 years	21,123

#### TECHNICAL ASSISTANT

<u>Grade 1</u>	
1st Year	23,470
2nd Year	24,105
3rd Year	24,941
<u>Grade 2</u>	
1st Year	25,637
2nd Year	26,366
<u>Grade 3</u>	
1st Year	27,364
2nd Year	28,049

**TECHNICAL OFFICER**Grade 1

1st Year	28,049
2nd Year	29,152
3rd Year	29,933
4th Year	30,778

Grade 2

1st Year	33,311
2nd Year	34,333
3rd Year	35,326
4th Year	37,421

Grade 3

1st Year	39,255
2nd Year	40,419
3rd Year	41,649
4th Year	43,325

Grade 4

1st Year	45,128
2nd Year	46,563
3rd Year	47,490
4th Year	48,855

Grade 5

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

**(B) Hourly Rates**Junior

## Age

under 17 years	6.43
at 17 years	7.71
at 18 years	9.00
at 19 years	10.28
at 20 years	11.57



## TECHNICAL ASSISTANT

Grade 1

1st Year	12.85
2nd Year	13.20
3rd Year	13.66

Grade 2

1st Year	14.04
2nd Year	14.44

Grade 3

1st Year	14.98
2nd Year	15.36

## TECHNICAL OFFICER

Grade 1

1st Year	15.36
2nd Year	15.96
3rd Year	16.39
4th Year	16.85

Grade 2

1st Year	18.24
2nd Year	18.80
3rd Year	19.34
4th Year	20.49

Grade 3

1st Year	21.49
2nd Year	22.13
3rd Year	22.81
4th Year	23.72

Grade 4

1st Year	24.71
2nd Year	25.50
3rd Year	26.00
4th Year	26.75

Grade 5

1st Year	27.82
2nd Year	28.65
3rd Year	29.50

Provided that for part-time officers and employees:-

- (i) the salary rate is a pro rata of the annual salary; and
- (ii) the hourly equivalent of the annual salary is to be calculated as follows:-

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

The annual salaries and/or hourly rates 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:**

- (a) A Technical Assistant who has been in receipt of the maximum salary prescribed for their grade for 12 months shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (b) A Technical Officer, other than a Technical Manager, who has been in receipt of the maximum salary prescribed for their grade for 12 months shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (c) Technical Manager positions shall be included at substantive levels, Grade 3, Grade 4 and Grade 5, with promotion into such positions being by appointment subject to the occurrence of a vacancy.

**(D) Junior Rates:**

Junior rates shall be paid according to the age of the member of staff as a percentage of the Technical Assistant commencing rate (ie. Grade 1 Year 1).

under 17 years	50%
at 17 years	60%
at 18 years	70%
at 19 years	80%
at 20 years	90%

**(E) Recognition of Qualifications - Existing Staff**

Existing Technical Assistants shall only require a relevant certificate qualification to be eligible for promotion into a substantively vacant position on the Technical Officer grading/salary scale.

**(F) Recognition of Service - Existing Part-Time Staff**

Existing part-time adult technical staff shall have their previous full-time and/or part-time services counted on an annual basis for the purposes of this Agreement.

**CLAUSE 9 - COMMENCING RATES**

- (i) The commencing rate of salary payable to a Technical Assistant who has obtained a NSW School Certificate, or other qualifications deemed by the Department to be equivalent thereof, shall be the rate prescribed for the first year of service in Grade 1 of the Technical Assistant structure.
- (ii) The commencing rate of salary payable to a Technical Officer who has obtained an Associate Diploma from TAFE requiring a minimum of three years' full-time study, or other qualifications deemed by the Department to be the equivalent thereof, shall be the rate prescribed for the first year of service in Grade I of the Technical Officer structure.

**CLAUSE 10 - TRANSITIONAL ARRANGEMENTS**

Code for transfer of staff from the existing salary scale to the proposed Technical Staff 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 - Existing incumbents will retain the difference between their salary level in their former classification and grade and the rate provided at the level in the Technical Staff classification by allowance. This allowance will not be subsumed as a result of any future wage increases granted in the form of economic adjustments.
  - D - Existing incumbents who are entitled to accelerate progression at the date of implementation of this Agreement will retain the right to progress to the maximum salary in their former classification of Technical Officer Grade II under the accelerated progression provision of their old Agreement.
  - E - With less than 12 months service on existing rate and retention of existing incremental date.

- F - With more than 12 month service on existing rate and new incremental date becomes anniversary of the operative date of this Agreement.
- G - Existing incumbents will retain the right to progress to the maximum salary of their former grade and will retain the difference between that rate and the equivalent maximum rate provided in the Technical Officer structure by allowance. This allowance will not be subsumed as a result of any future wage increases granted in the form of economic adjustments. N.B. Existing incumbents in the Senior Technical Officer (Scientific) Grade II classification will retain the right for three years to progress through the existing efficiency barrier in accordance with the criteria existing before this Agreement was registered.
- H - The existing incumbent will receive their increment on the anniversary of their date of birth.

a) Subject to the provisions of this Agreement, the salaries of Laboratory Attendants employed in this Department at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments Agreement 2369 of 1982 shall be adjusted as follows from the operative date of this Agreement:-

LABORATORY ATTENDANTS SALARY SCALE Agreement 2369	TECHNICAL ASSISTANT SALARY SCALE	TRANSFER	CODE
<u>JUNIOR</u>			
<17 yrs. 13,582	<17 yrs. 11,735 + allowance to existing rate		H
17 yrs. 15,413	17 yrs. 14,082+ allowance to existing rate		H
18 yrs. 17,506	18 yrs. 16,429 + allowance to existing rate		H
19 yrs. 19,813	19 yrs. 18,776 + allowance to existing rate		H
20 yrs. 21,564	20 yrs. 21,123 + allowance to existing rate		H
<u>GRADE 1</u>			
23,092	23,470		B
23,470	23,470		A
23,858	24,105		B
<u>GRADE 2</u>			
23,858	25,637		B
24,503	25,637		B
24,941	25,637		B
	26,366		
<u>GRADE 3</u>			
	27,364		
	28,049		

(b) Subject to the provisions of this Agreement, the salaries of Assistants employed in this Department 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 Salaries Agreement No. 2368 of 1982 shall be adjusted as follows from the operative date of this Agreement:-

ASSISTANTS SALARY SCALE	TECHNICAL ASSISTANT SALARY SCALE	TRANSFER CODE
<u>JUNIOR</u>		
< 17 yrs. 10,782	< 17 yrs. 11,735	H
17 yrs. 12,938	17 yrs. 14,082	H
18 yrs. 15,095	18 yrs. 16,429	H
19 yrs. 17,251	19 yrs. 18,776	H
20 yrs. 19,408	20 yrs. 21,123	H
 <u>GRADE 1</u>		
21,564	23,470	B
22,352	23,470	B
23,280	23,470	B
24,105	24,105	A
24,741	24,941	B
 <u>GRADE 2</u>		
25,175	25,637	B
25,637	25,637	A
25,881	26,366	B
26,366	26,366	A
 <u>GRADE 3</u>		
	27,364	
	28,049	

- (c) Subject to the provisions of this Agreement, the salaries of Field Assistants employed in this Department 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 Salaries Agreement No. 2368 of 1982 shall be adjusted as follows from the operative date of this Agreement:-

FIELD ASSISTANTS SALARY SCALE	TECHNICAL ASSISTANT SALARY SCALE	TRANSFER CODE
<u>JUNIOR</u>	<u>JUNIOR</u>	
< 17 yrs. 11,735	< 17 yrs. 11,735	H
17 yrs. 14,082	17 yrs. 14,082	H
18 yrs. 16,429	18 yrs. 16,429	H
19 yrs. 18,776	19 yrs. 18,776	H
20 yrs. 21,123	20 yrs. 21,123	H
<u>ADULT</u>	<u>GRADE 1</u>	
23,470	23,470	A
24,105	24,105	A
24,741	24,941	B
	<u>GRADE 2</u>	
25,637	25,637	E
25,637	26,366	F
	<u>GRADE 3</u>	
	27,364	
	28,049	

- (d) Subject to the provisions of this Agreement, the salaries of Trainee Technical Officers (Scientific) employed in this Department at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officer (Scientific), Various Departments Agreement No. 2369 shall be adjusted as follows from the operative date of this Agreement:-

TRAINEE TECHNICAL OFFICER SALARY SCALE Agreement 2369	TECHNICAL ASSISTANT SALARY SCALE	TRANSFER CODE
<u>JUNIOR</u>	<u>JUNIOR</u>	
17 yrs. 14,442	17 yrs. 14,082 + allowances to existing rate	H
18 yrs. 16,383	18 yrs. 16,429	H
19 yrs. 18,563	19 yrs. 18,776	H
20 yrs. 20,190	20 yrs. 21,123	H

- (e) Subject to the provisions of this Agreement, the salaries of Technical Officers (Scientific) employed in this Department at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments Agreement 2369 of 1982 shall be adjusted as follows from the operative date of this Agreement:-

TECHNICAL OFFICER (SCIENTIFIC) SALARY SCALE Agreement 2369	TECHNICAL OFFICER SALARY SCALE	TRANSFER CODE
<u>GRADE 1</u>	<u>GRADE 1</u>	
25,637	28,049	B
26,097	28,049	B
26,883	28,049	B
27,364	28,049	B
28,049	28,049	A/D
29,152	29,152	A/D
29,933	29,933	A
30,778	30,778	A/D
<u>GRADE 2</u>	<u>GRADE 2</u>	
32,988	33,311	B/D
33,987	34,333	A
35,326	35,326	A/D
37,421	37,421	A/D
<u>SENIOR GRADE I</u>	<u>GRADE 3</u>	
39,255	39,255	A/G
40,064	40,419	B/G
40,419	41,649	B/G
<u>SENIOR GRADE II</u>		
40,419	41,649	B/G
41,649	41,649	A/G
42,486	43,325	B/G
43,725	43,325 + allowance to 43,725	C
45,128	43,325 + allowance to 45,128	C
	<u>GRADE 4</u>	
	45,128	
	46,563	
	47,490	
	48,855	

- (f) Subject to the provisions of this Agreement, the salaries of Technical Officers (Engineering) employed in this Department at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Technical Officers (Engineering), Various Departments Determination 803 of 1983 shall be adjusted as follows from the operative date of this Agreement:-

TECHNICAL OFFICER (ENGINEERING) SALARY SCALE Determination 803	TECHNICAL OFFICER SALARY SCALE	TRANSFER CODE
<u>GRADE 1/2</u>	<u>GRADE 1</u>	
28,581	28,049	B
29,380	29,152	B
30,194	29,933	B
30,778	30,778	A
	<u>GRADE 2</u>	
31,685	33,311	B
33,311	33,311	A
33,987	34,333	B
34,588	35,326	B
35,326	35,326	E
35,326	37,421	F
* <u>GRADE III (personal)</u>		
37,742	37,421 + allowance to 37,742	C
<u>SENIOR GRADE I</u>	<u>GRADE 3</u>	
37,015	39,255	B
37,742	39,255	B
38,905	39,255	B
<u>SENIOR GRADE II</u>		
40,064	40,419	B
41,207	41,649	B
<u>SENIOR GRADE III</u>		
42,909	43,325	B



- (g) Subject to the provisions of this Agreement, the salaries of Medical Technologists employed in this Department at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Medical Technologists Determination No.547 of 1980 shall be adjusted as follows from the operative date of this Agreement:-

<b>MEDICAL TECHNOLOGIST SALARY SCALE Determination 547</b>	<b>TECHNICAL OFFICER SALARY SCALE</b>	<b>TRANSFER CODE</b>
<u>GRADE</u>	<u>GRADE 1</u>	
28,049	28,049	A
29,152	29,152	A
	<u>GRADE 2</u>	
32,988	33,311	B
35,326	35,326	A
37,421	37,421	A
	<u>GRADE 3</u>	
39,255	39,255	A
40,419	40,419	A
<u>SENIOR</u>		
43,725	43,325 + allowance to 43,725	G
45,128	43,325 + allowance to 45,128	G
46,563	43,325 + allowance to 46,563	G
<u>CHIEF</u>	<u>GRADE 4</u>	
47,490	47,490	A
48,855	48,855	A
50,808	48,855 + allowance to 50,808	G

#### CLAUSE 11 - ALLOWANCES

- (i) An officer or employee who is appointed as a Technical Co-ordinator will be paid an allowance of \$1,285 per annum from the date of his/her appointment. The allowance will be part of the officer or employee's salary for all purposes. The allowance will also be superable.
- (ii) Officers or employees will be appointed to the role of Technical Co-ordinator for periods of up to two years with the future appointees to be determined by merit selection through internal advertisement at the relevant research institute/centre/station or veterinary laboratory.
- (iii) The allowance referred to in sub-clause (i) above will be subject to economic adjustments.

**CLAUSE 12 - HOURS OF WORK**

- (i) Members of staff, at departmental convenience, will work either standard hours or a flexible working hours arrangement in accordance with the Flexible Working Hours Agreement No. 2275 of 1980.
- (ii) The ordinary working hours for those full-time members of staff engaged on a standard hours arrangement will be 35 hours per week, 7 hours per day, Monday to Friday inclusive, between the spread of hours 8.30 a.m. to 4.30 p.m.
- (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 - 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 position.
- (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 14 - PERFORMANCE ASSESSMENT**

- (i) Performance assessment results are used, together with other factors, as criteria for incremental progression within grades and promotion on merit between grades. The agreed performance management guidelines for the Department 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 performance management system of the Department will include an appeals mechanism agreed to between the parties of this Agreement (refer to Clause 15).

**CLAUSE 15 - 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 or in relation to promotion on merit from one grade to another where this is available under the provisions of this Agreement.
- (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 16 - 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 Association member(s), it should be discussed/negotiated between representatives of the Association and the relevant senior management of the employer. 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 not be 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 17 - 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 17(i).

**CLAUSE 18 - 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 19 - AREA, INCIDENCE AND DURATION**

- (i) For the term of this Agreement, this Agreement prevails over the Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments Agreement No. 2369 of 1982, the Technical Officer (Engineering), Various Departments Determination No.803 of 1983, the Medical Technologists Determination No.547 of 1980, and the General Division, Assistants, Various Departments Agreement No. 2368 of 1982, in respect of the Department of Agriculture.
- (ii) It shall apply to all Technical Staff included in Technical Officer (Scientific), Technical Officer (Engineering), Laboratory Attendant, Assistant and Field Assistant 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 (12) months unless varied or terminated earlier in accordance with the provisions of sections 124 or 125, as appropriate, of the Industrial Relations Act 1991.
- (iii) The parties agree to commence negotiations on a new Agreement no later than one (1) month prior to the expiration date of this Agreement.

**CLAUSE 20 - GENERAL CONDITIONS OF EMPLOYMENT**

Except as otherwise provided in this Agreement, Technical 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

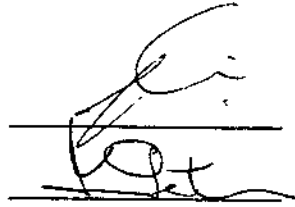
Crown Employees (Department of Agriculture OIC Allowance) Award

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.

DEPARTMENT OF AGRICULTURE - TECHNICAL OFFICER ENTERPRISE AGREEMENT

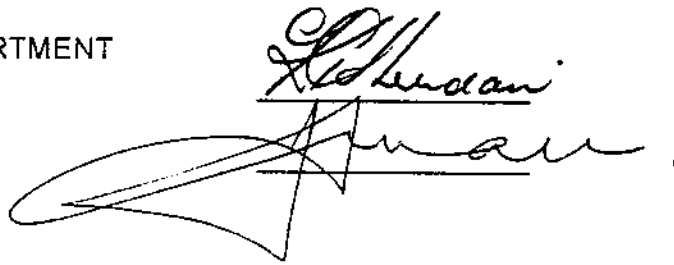
For and on behalf of the  
PUBLIC EMPLOYMENT INDUSTRIAL  
RELATIONS AUTHORITY

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

