

# ENTERPRISE AGREEMENT

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**WITHOUT PREJUDICE**

**NEW SOUTH WALES AGRICULTURE**

**OPERATIONAL STAFF**

**ENTERPRISE AGREEMENT**

**1995**

**CLAUSE 1 - TITLE**

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

**CLAUSE 2 - INDEX**

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**CLAUSE 3 - DEFINITIONS**

- (i) "Department" means the NSW Department of Agriculture as specified in Schedule 1 of the Public Sector Management Act, 1988.
- (ii) "Department Head" means Director-General, Department of Agriculture.
- (iii) "Public Service" means the Public Service of NSW as defined in the Public Sector Management Act, 1988.
- (iv) "Industrial Authority" means the Public Employment Industrial Relations Authority constituted under the Public Sector Management Act 1988.
- (v) "Act" means Public Sector Management Act, 1988.
- (vi) "Regulation" means the Public Sector Management (General) Regulation, 1989, as amended.
- (vii) "Union" means the Australian Workers' Union/Federation of Industrial, Manufacturing and Engineering Employees Amalgamated Union, New South Wales.
- (viii) "Craft Unions" means Automotive, Food, Metals and Engineering Union, New South Wales Branch, the Electrical Trades Union, New South Wales Branch, the New South Wales Plumbers and Gasfitters Employees' Union and the Building Workers' Industrial Union of Australia, New South Wales Branch.
- (ix) "Association" means the Public Service Association of New South Wales.
- (x) "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.
- (xi) "Casual employee" shall mean an employee who is employed on an irregular basis as and when required. The person is employed by the hour and does not have continuity of service with the Department.
- (xii) "Temporary employee" means a person temporarily employed pursuant to the provisions of Section 38 of the Public Sector Management Act, 1988.
- (xiii) "Member of staff" means an officer or a temporary employee other than an Apprentice.
- (xiv) "Position" means a position as dealt with in Section 8 of the Public Sector Management Act, 1988.
- (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) "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.

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- (xvii) "Service" means continuous service for salary purposes.
- (xviii) "Salary rates" means the ordinary time rate of pay for the officer's or employee's grading excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xix) "Prior Learning" means recognising formal skills and experience.
- (xx) "Job Evaluation" means a methodology agreed to between the parties which will be used to grade positions under this Agreement.
- (xxi) "Farm Assistant", "Livestock Attendant", "Senior Livestock Attendant", "Laboratory Craftsman" and "Senior Laboratory Craftsman" means a member of staff who is appointed to a position designated as such.
- (xxii) "Farm Foreman" means a member of staff who is appointed to a position designated as such.
- (xxiii) "Handyperson" means a member of staff who is appointed to a position designated as such and who carries out minor repairs and maintenance of farm buildings, structures and equipment.
- (xxiv) "Maintenance Operator" means a member of staff who is appointed to a position designated as such and who carries out repairs and maintenance of farm buildings, structures and equipment and is appointed to a position that requires possession of a trade qualification as a condition of employment.
- (xxv) "Maintenance Supervisor" means a member of staff who is appointed to a position of Building Foreman that requires possession of a trade qualification as a condition of employment.
- (xxvi) "Leading Hand" means a member of staff appointed from time to time by the Department to supervise a particular operation.
- (xxvii) "Apprentice" means an Apprentice employed in a trade covered by the Crown Employees (Skilled Tradesmen) Award.

#### **CLAUSE 4 - PARTIES**

This Agreement has been entered into between the Public Employment Industrial Relations Authority, a Corporation constituted under the NSW Public Sector Management Act 1988, (hereinafter referred to as the "Industrial Authority") and the NSW Department of Agriculture as constituted under Schedule 1 of the NSW Public Sector Management Act 1988 (hereinafter referred to as the "Department") of the one part; and the AWU/FIME Amalgamated Union, New South Wales (hereinafter referred to as the "Union") (representing Farm Assistants, Livestock Attendants, Senior Livestock Attendants and Handypersons - including those receiving an allowance to the trades rates), the Automotive, Food, Metals and Engineering Union, NSW Branch, the Electrical Trades Union, New South Wales Branch, the New South Wales Plumbers and Gasfitters Employees' Union and the Building Workers' Industrial Union of Australia, New South Wales Branch (hereinafter referred to as the "Craft Unions") (representing Handypersons/Tradespersons), and the Public Service Association of NSW (hereinafter referred to as the "Association") (representing Laboratory Craftsmen, Senior Laboratory Craftsmen, Farm Foremen and Maintenance Supervisor) of the other part.

## **CLAUSE 5 - STATEMENT OF INTENT**

The Department will continue to recognise the role of the Association, the Union and the Craft Unions to represent their members and their industrial interests in conferring on the change process. The parties agree that the Department/Association/Unions 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.

## **CLAUSE 6 - SCOPE OF EMPLOYMENT**

- (i) Employment will be on either a full-time, part-time or casual basis and on either a permanent or temporary basis to be worked in order to achieve the Department's objectives.
- (ii) Members of staff may be required to participate in the full range of related work activities within their respective classifications and gradings.
- (iii) Employment will be on a weekly basis, terminable by a week's notice on either side, or by payment or forfeiture, as the case may be, of a week's salary.
- (iv) **Temporary Employment:**
  - (a) Temporary employees will be engaged for a defined period to work regular hours as prescribed in Clauses 14 or 15, Hours of Work, and will be paid at the weekly equivalent of the rate applicable to the classification and grading of work on which engaged.
  - (b) 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.
- (v) **Part-Time Employment:**
  - (a) 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.
  - (b) Leave payments will be on the basis of hours scheduled per week divided by the ordinary hours of work per week.
  - (c) 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.
  - (d) 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.
  - (e) 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.

(vi) **Casual Employment:**

- (a) Casual employees shall be paid an hourly rate equivalent to the first year rate of pay for the grade in which they are employed calculated as follows:-

$$\frac{\text{1st year annual rate}}{52.17857143} \quad \times \quad \frac{1}{38}$$

- (b) Casual employees shall be paid in addition to the prescribed hourly rate in sub clause (a) immediately above 15 per centum for the irregular period of the engagement and in lieu of all leave entitlements except that at the conclusion of each casual engagement, the employee shall be paid 4/48ths of salary paid during each engagement in lieu of recreation leave. The 15% loading is to be disregarded in determining salary payments in lieu of recreation leave.

(vii) **Leading Hands:**

Leading Hands will be appointed from time to time by the Department for periods of up to two years. Future appointees will be determined by merit selection through internal advertisement at the relevant location.

**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 1992.

**CLAUSE 8 - SALARIES**

Operational staff in the Department are paid according to the following salary schedule:-

<b>(A)</b>	<b><u>Full Time</u></b>	<b><u>(Annual Rate)</u></b>
	<b>Junior</b>	
	at 16 years (70%)	15,383
	at 17 years (85%)	18,679
	<b><u>Grade 1</u></b>	
	1st Year	21,975
	2nd Year	22,786
	3rd Year	23,403
	4th Year	24,215
	<b><u>Grade 2</u></b>	
	1st Year	24,890
	2nd Year	25,598
	3rd Year	26,567
	4th Year	27,232
	<b><u>Grade 3</u></b>	
	1st Year	27,232
	2nd Year	28,303
	3rd Year	29,061
	<b><u>Grade 4</u></b>	
	1st Year	29,882
	2nd Year	31,047
	3rd Year	32,027
	<b><u>Grade 5</u></b>	
	1st Year	32,027
	2nd Year	32,997
	3rd Year	34,297
	<b><u>Grade 6</u></b>	
	1st Year	35,298
	2nd Year	36,331
	3rd Year	37,772



**(B) Part-time/Hourly Rate****Junior**

at 16 years	7.76
at 17 years	9.42

**Grade 1**

1st Year	11.08
2nd Year	11.49
3rd Year	11.80
4th Year	12.21

**Grade 2**

1st Year	12.55
2nd Year	12.91
3rd Year	13.40
4th Year	13.73

**Grade 3**

1st Year	13.73
2nd Year	14.27
3rd Year	14.66

**Grade 4**

1st Year	15.07
2nd Year	15.66
3rd Year	16.15

**Grade 5**

1st Year	16.15
2nd Year	16.64
3rd Year	17.30

**Grade 6**

1st Year	17.80
2nd Year	18.32
3rd Year	19.05

**(C) Apprentices Full Time - Weekly Rate**

1st Year	220.00
2nd Year	290.00
3rd Year	370.00
4th Year	420.00

Existing allowances payable for passing prescribed annual technical college examinations shall continue to be paid to Apprentices in accordance with the Crown Employees (Skilled Tradesmen) Award.

Provided that -

1. For part-time members of staff, the hourly equivalent of the annual salary is calculated as follows:-

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

2. 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.

#### **CLAUSE 9 - COMMENCING RATES OF PAY**

- (i) The commencing rate of pay for a member of staff who is appointed to a position of Farm Assistant shall be the rate of pay prescribed for the first year of service of Grade 1.
- (ii) The commencing rate of pay for a member of staff who is appointed to a position of Handyperson shall be the rate of pay prescribed for the third year of service of Grade 1.
- (iii) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Operator and who possesses a trade qualification, other than plumbing or electrical, shall be the rate of pay prescribed for the second year of service of Grade 2.
- (iv) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Operator and who possesses a plumbing trade qualification, shall be the rate of pay prescribed for the third year of service of Grade 2.
- (v) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Operator and who possesses an electrical trade qualification shall be the rate of pay prescribed for the first year of service of Grade 3.
- (vi) The commencing rate of pay for a member of staff who is appointed to a position of Farm Foreman of a B Grade Research Station shall be the rate of pay prescribed for the first year of service of Grade 4.
- (vii) The commencing rate of pay for a member of staff who is appointed to a position of Farm Foreman of an A Grade Research Station shall be the rate of pay prescribed for the first year of service of Grade 5.
- (viii) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Supervisor shall be the rate of pay prescribed for the first year of service of Grade 6.

#### **CLAUSE 10 - PROMOTIONAL CRITERIA**

- (i) Promotion between grades shall be by appointment subject to the occurrence of a vacancy and by a competitive selection process.
- (ii) Movement within the incremental range of a grade shall be subject to acquisition of the level of competencies required to justify progression to that higher salary level.

**CLAUSE 11 - JUNIOR RATES**

Other than for Apprentices, Junior rates shall be paid according to age up to and including 17 years of age. Adult rates shall apply to 18 years of age and over.

The full-time salaries and hourly rates prescribed in Clause 8, Salaries for 16 years and 17 years are respectively determined by calculating 70% and 85% of the first year rate of Grade 1.

**CLAUSE 12 - ALLOWANCES**

(i) A member of staff employed upon any chokage and who is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewerage or if the member of staff is required to work in a septic tank in operation, shall be paid an additional \$4.40 per day or part of a day thereof.

(ii) A Maintenance Operator who, as a condition of their employment, is required to possess a trade licence shall, in addition to the rate of pay prescribed in Clause 8, Salaries, be paid any of the following allowances as is deemed appropriate:-

		\$ per annum
Electricians Licence	A Grade	1,250
	B Grade	675
Registration Allowance		900
(a) Plumbers's Licence		1,250
(b) Gasfitter's Licence		1,250
(c) Drainer's Licence		1,075
(d) Plumber's/Gasfitter's Licence		1,650
(e) Gasfitter's/Drainer's Licence		1,650
(f) Plumber's/Drainer's Licence		1,650
(g) Plumber's/Gasfitter's/Drainer's Licence		2,250

(iii) A Maintenance Operator and an Apprentice who, as a condition of their employment, is required to provide their normal tools of trade shall, in addition to the rate of pay prescribed in Clause 8, Salaries, be paid the following allowance as is deemed appropriate:-

	\$ per annum
Carpenter	950
Electrician	525
Painter	250
Plumber	925
Motor Mechanic	925
Fitter & Turner	925
Welder	925

Part-time and casual employees shall be paid the hourly equivalent of the abovementioned rates respectively, calculated as follows:-

$$\frac{\text{Appropriate annual allowance}}{52.17857143} \times \frac{1}{38}$$

(iv) A member of staff appointed as a Leading Hand shall, in addition to the appropriate rate of pay prescribed in Clause 8, Salaries, be paid an allowance of \$1,000 per annum. That allowance is to be superable and is to be regarded as salary for all

purposes.

**CLAUSE 13 - TRANSITIONAL ARRANGEMENTS**

The parties agree that in implementing this competency based Enterprise Agreement grading/salary structure, members of staff employed under the provisions of Agreements 2308 of 1981 and 2368 of 1982 will:-

(a) From the operative date of this Agreement transfer over to the following tables:-

(i) Agreement 2308 of 1981

Existing Classification	Existing Wage	Adjusted Annual Salary Scale
Farm Assistant Class 1 Class 2 Livestock Att.	388.30 pw (\$20261 pa) 397.10 pw (\$20720 pa) 404.40 pw (\$21101 pa)	<u>Grade 1</u> 21,975 22,786 22,786
Handyperson Provided that where a Handyperson possesses recognised trade qualifications, an allowance to the appropriate trades rate, as outlined below, shall be paid.	418.70 pw (\$21847 pa)	23,403 24,215
Snr. Livestock Att. 1st Year 2nd Year	418.70 pw (\$21847 pa) 429.70 pw (\$22421 pa)	<u>Grade 2</u> (to be deleted) 24,890 25,598  25,598  26,567 27,232
Carpenter ) Painter ) Fitter ) Mechanic ) Welder-1st Class )  Plumber	453.30 pw (\$23653 pa)     458.00 pw (\$23898 pa)	<u>Grade 2</u>  25,598   26,567 27,232
Electrical Fitter/Mechanic	483.50 pw (\$25228 pa)	<u>Grade 3</u> 27,232 28,303 29,061

(ii) Agreement No. 2368 of 1982

Existing Classification	Existing Annual Rate	Proposed Annual Salary Scale
Laboratory Craftsman	25,809 - 27,519	<u>Grade 3</u> 28,303 29,061
Snr.Laboratory Craftsperson	29,603 + ADR 868	<u>Grade 4</u> 31,047 32,027
Farm Foreman (B)		<u>Grade 4</u>
1st Year	27,022           (28,420)	
2nd Year	27,519           (28,917)	29,882
3rd Year	28,524           (29,922)	31,047 32,027
Farm Foreman (A)		<u>Grade 5</u>
1st Year	28,815           (30,213)	
2nd Year	29,315           (30,713)	
3rd Year	30,147           (31,545)	32,027 32,997 34,297
Maintenance Supervisor		<u>Grade 6</u>
1st Year	35,298	35,298
2nd Year	-	36,331
3rd Year	-	37,772

- (b) with the development and implementation of an agreed system for measuring prior learning, staff will be transferred on the appropriate salary level having regard to their current level of competency. This review will be completed within six months from the implementation of the new agreement. The resulting transfer on to higher rates of pay will be prospective once the assessment of all eligible staff has been completed.

The parties also agree that existing staff will not be reduced in salary, as a result of this review, from the rate arising from (a) above.

**CLAUSE 14 - HOURS OF WORK - DAY WORK**

The ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

- (a) Except in the case of staff engaged in attending livestock, the ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6:00am and 6:00pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
- (b) The ordinary working hours of staff engaged in attending livestock shall be worked as a twenty-day, four-week cycle of five days per week during the period Monday to Saturday inclusive within nineteen working days of eight hours each between the hours of 6:00am and 6:00pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
- (c) The rostered day off shall be a Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff, the rostered day off may be taken on any other day within the work cycle or accrued as an entitlement for a day off to be taken in a subsequent work cycle.

Provided further that no member of staff shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the member of staff as leisure days off, and except as provided for in this subsection, no work shall be performed by a member of staff on their rostered off day or days.

- (d) A roster of days off (provided for under this subsection) for each member of staff shall be notified to staff prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working days notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours notice of a change in roster may be given by the Department.
- (e) Where such rostered day off prescribed by this sub-clause falls on a public holiday as prescribed in the Crown Employees (Holidays) Award, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the Department and the member of staff.
- (f) Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (g) A member of staff who has not worked a complete four-week cycle, shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

- (h) Staff shall commence and cease work at their headquarters or other usual or constant location or as otherwise reasonably directed by the Department.
- (i) Staff shall be entitled to a meal break each day of not less than half an hour in duration provided that the said meal break shall be taken between 11:30am and 1:30pm at a time convenient to the department.
- (j) A tea break during the morning period of not more than twenty minutes duration shall be allowed to each individual member of staff, at a time to be arranged by the Department, without deduction from their salaries.

Provided that the Department may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day in lieu of the conditions in (j) above.

#### **CLAUSE 15 - HOURS OF WORK - SHIFT WORK**

- A. The ordinary working hours for shift work shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle:
  - (i) The ordinary working hours for shift work shall be worked as a twenty-day four-week cycle of five days per week during the period Monday to Sunday inclusive (except broken shifts) with nineteen working days of eight hours each, with 0.4 of one hour on each shift accruing as an entitlement to take one rostered shift off in each work cycle as a shift off paid for as though worked.
  - (ii) The rostered shift off shall be a Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff the rostered shift off may be taken on any other day within the work cycle or accrued as an entitlement for a shift off to be taken in a subsequent work cycle. Provided further, that no member of staff shall be entitled to accrue more than six rostered shifts off under the terms of this subsection. All rostered shifts off shall be taken by the member of staff as a leisure day off, and except as provided for in this subsection no work shall be performed by a member of staff on their rostered off shift or shifts.
  - (iii) A roster of shifts off (provided for under this subsection) for each member of staff shall be notified to employees prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working shifts notice of a change in roster provided that in the case of an emergency situation, forty-eight (48) hours notice of change in roster may be given by the Department.

- (iv) Where such rostered shift off prescribed by this sub clause falls on a public holiday as defined in the Crown Employees (Holidays) Award, the next working day shall be taken in lieu of the rostered shift off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the member of staff.
- (v) Each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.
- (vi) A member of staff who has not worked a complete four week cycle, shall receive pro-rata accrued entitlements for each shift worked (or each fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered shift off or, in the case of termination of employment, on termination.
- (vii) Shift workers shall be allowed a meal break of at least twenty minutes which shall be counted as time worked at a time convenient to the Department.

#### **B. Shift Allowances**

Shift workers shall be paid the following shift allowances:

<u>Shift</u>	<u>Commencing Time</u>	<u>Allowance in Addition to Ordinary Rate</u>
Day	at or after 6am and before 10am	Nil
Afternoon	at or after 10am and before 1pm	10%
Afternoon	at or after 1pm and before 4pm	12½%
Night	at or after 4pm and before 4am	15%
Night	at or after 4am and before 6am	10%

Provided that shift allowances shall not be paid in respect of work done at weekends or on public holidays.

#### **C. Broken Shift Allowance**

Staff who are required to work a broken shift shall be paid \$6.02 per day extra as a broken shift allowance.

#### **D. Penalty Rates**

Shift workers shall be paid the following rates in respect of work done at weekends or on public holidays.



(a) Weekends

The rate payable to shift workers for work done between midnight Friday and midnight Saturday shall be ordinary time and a half. The rate payable to shift workers for work done between midnight Saturday and midnight Sunday shall be ordinary time and three quarters.

(b) Public Holidays

The rate payable to shift workers for work done on a public holiday shall be double time and a half.

**CLAUSE 16 - OVERTIME**

- (i) Except as hereinafter provided, overtime at the rate of time and one half for the first two hours and double time thereafter shall be paid for all time worked:
  - (a) in excess of the daily number of rostered hours in any one day; or
  - (b) outside the limits of Clauses 14 and 15, Hours of Work, of this Agreement.
- (ii) Except as provided for in Clause 15, Hours of Work-Shift Work, of this Agreement, all work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. A member of staff required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.
- (iii) In calculating overtime rates, the allowances referred to in Clause 15, Hours of Work-Shift Work, of the Agreement shall be disregarded.
- (iv) A member of staff recalled to work overtime after 6:00pm on any day other than a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the appropriate overtime rate. On each recall the member of staff may be required to work 4 hours.
- (v) A member of staff who works so much overtime -
  - (a) between the termination of their ordinary work day or shift, and the commencement of their ordinary work in the next day or shift, that the member of staff has not had at least ten consecutive hours off duty between these times;
  - (b) or on Saturdays, Sundays and Holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift,

shall, subject to this sub-clause, be released after completion of such overtime until the member of staff has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that, if on the instructions of the Department, such a member of staff resumes, or continues to work, without having had such ten consecutive hours off duty the member of staff shall be paid at double rates until released from duty for the ten hour period and shall then be entitled to be absent until the member of staff has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this sub-clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked -

- (a) For the purpose of changing shift rosters, or
  - (b) Where a shift worker does not report for duty and a day worker of a shift worker is required to replace such shift worker, or
  - (c) Where a shift is worked by arrangement between the staff themselves.
- (vi) A member of staff who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
  - (vii) Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1pm which meal break shall be taken without loss of pay.
  - (viii) Saturday Work - Day Workers All ordinary time worked on Saturdays in accordance with Clause 14(b) of this Agreement shall be paid for at the rate of time and a half.
  - (ix) Leave in Lieu of Payment A member of staff directed to work overtime may, within two working days following such work, elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime in this Agreement i.e., such leave in lieu shall accrue at the equivalent computed overtime rate.

Provided that:

- (a) Where the member of staff elects to receive leave in lieu of payment such leave in lieu shall be taken at the convenience of the Department.
  - (b) Such leave in lieu shall be taken in multiples of a quarter day only.
  - (c) Subject to the convenience of the Department, leave in lieu shall be taken within three months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave credits.
  - (d) A member of staff shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.
- (x) Wherever practicable, directed overtime at each Station/Centre/Institute will be equitably shared between members of staff of the classification required to work such overtime.

**CLAUSE 17 - HIGHER DUTIES ALLOWANCE**

- (i) A member of staff who in relieving in a higher graded position undertakes the whole of the duties and responsibilities of that position shall be paid by allowance, the difference between their present salary and the salary of which the member of staff would have been entitled to if appointed to that position.
- (ii) Where the member of staff does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid shall be determined by the Department Head or his/her nominee.
- (iii) No higher duties allowance shall be payable where less than 5 consecutive days relief is afforded.

Where absences of less than 5 days occur during a period of relief, as per (i) and (ii) above, the allowance is to be paid for those periods of absence. However, if the period of relief is only for 5 days, during which there is a period of absence then the allowance is not payable.

An allowance shall not be paid in respect of any period of leave exceeding 5 complete and consecutive working days, taken by the member of staff during any period of relief in another position.

**CLAUSE 18 - PUBLIC SERVICE HOLIDAY**

- (i) The Public Service holiday as prescribed by Clause 14 of the Public Sector Management (General) Regulation of 1988, shall be a Public Service Holiday/Union Picnic Day for staff covered by this Agreement and shall be in lieu of any other Picnic Day.
- (ii) All staff shall, as far as practicable, be given and shall take this day as the Public Service Holiday/Union Picnic Day and shall be paid therefore as for eight hours' work at the rate prescribed in Clause 8, Salaries, of this Agreement. Any staff required to work on such day shall be paid at the rate of double time and a half for not less than four hours' work. Provided that a member of staff who is required to work on the Public Service Holiday/Union Picnic Day and who fails to comply with such requirement shall not be entitled to payment for the day.

**CLAUSE 19 - 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, 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 Association, Unions and Craft Unions.

- (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 staff member'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 20 - PERFORMANCE ASSESSMENT**

- (i) Performance assessment results are used, together with other factors, as criteria for incremental progression within grades. The performance management guidelines of 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 by 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 21).

#### **CLAUSE 21 - APPEALS MECHANISM**

- (i) A member of staff 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 (who shall not be the appellant's immediate supervisor), one relevant Association/Union/Craft Union representative and one peer that is acceptable to both Management and the Association/Union/Craft Union.
- (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 decision.
- (v) The decision of the Director-General or nominee shall be forwarded to the member of staff 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 22 - 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/Union/Craft Union 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/Union/Craft Union member(s), it should be discussed/negotiated between representatives of the Association/Union/Craft Union 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, and 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 of NSW 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/Union/Craft Union not directed specifically at these settled rights. In consideration of this undertaking, the Association/Union/Craft Union agree, to the best of their ability, to allow for arrangements to be made for any potential agricultural-related emergency occurring during such a strike to be managed.

#### **CLAUSE 23 - PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

Protective clothing and safety equipment will be issued to members of staff covered by this Agreement in accordance with the Department's policy issued on 22 November 1990 and as may be subsequently amended or replaced.

#### **CLAUSE 24 - 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 25 - AREA, INCIDENCE AND DURATION**

- (i) For the term of this Agreement, this Agreement prevails over -
- (a) The Farm Assistants, Department of Agriculture, Agreement No. 2308 of 1981;
  - (b) Insofar as Farm Foremen, Laboratory Craftsmen, Senior Laboratory Craftsmen and Maintenance Supervisor are concerned, Agreement No. 2368 of 1982;
  - (c) Insofar as Carpenter/Painter/Fitter/Mechanic/Welder 1st Class/  
Plumber/Electrician and Apprentices are concerned -
    - (i) Clauses 4, Tool Allowances, and 6, Overtime Meal Allowances, of the Crown Employees (Skilled Tradesmen 1992 Expense Related Allowances) Award; and
    - (ii) Clauses 1, Base Wage, 2, Hours-Day Workers, 3, Margins, 4, Additional Wage Rates, 5, Tool Allowances, 6, Industry Allowance, 7, Leading Hands, 8, Mixed Functions, 11, Overtime, 12, Shift Work, 13, Holidays and Sunday Work, 15, Contract of Employment, 17, Chokages, 30, Picnic Day  
of the Crown Employees (Skilled Tradesmen) Award.

- (ii) 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 NSW Industrial Relations Act 1991.

#### **CLAUSE 26 - GENERAL CONDITIONS OF EMPLOYMENT**

Except as otherwise provided in this Agreement, Operational Members of Staff 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 made under that Act.

The provisions of:

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

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

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

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

WITNESS

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~~For and on behalf of the  
AUSTRALIAN WORKERS UNION,  
NEW SOUTH WALES BRANCH~~

WITNESS

~~M. J. O'SHEA  
SECRETARY~~

~~AUSTRALIAN WORKERS' UNION  
N.S.W. BRANCH~~

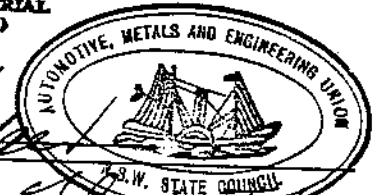
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ACT OF 1981 (AS AMENDED)~~

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~~For and on behalf of the  
AUTOMOTIVE, METALS AND ENGINEERING  
UNION, NEW SOUTH WALES BRANCH~~

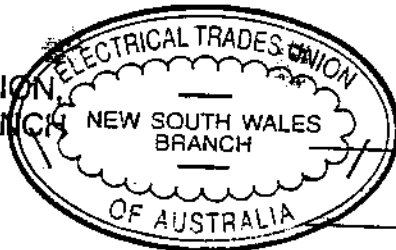
WITNESS

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For and on behalf of the  
ELECTRICAL TRADES UNION,  
NEW SOUTH WALES BRANCH

WITNESS



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For and on behalf of the  
NEW SOUTH WALES PLUMBERS AND  
GASFITTERS EMPLOYEES' UNION,  
NEW SOUTH WALES BRANCH

WITNESS

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

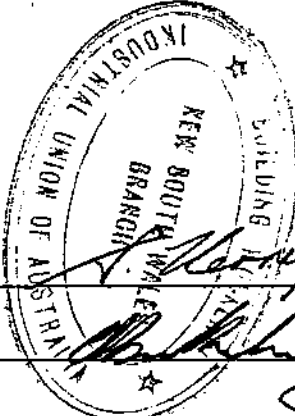
WITNESS

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For and on behalf of the  
BUILDING WORKERS' INDUSTRIAL  
UNION OF AUSTRALIA,  
NEW SOUTH WALES BRANCH

WITNESS



*[Signature]*

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For and on behalf of the  
AUSTRALIAN WORKERS UNION/  
FEDERATION OF INDUSTRIAL,  
MANUFACTURING AND ENGINEERING  
EMPLOYEES AMALGAMATED UNION,  
NEW SOUTH WALES

WITNESS

**M. J. O'SHEA**  
SECRETARY  
A.W.U. FIME AMALGAMATED UNION  
REGISTERED UNDER THE INDUSTRIAL  
RELATIONS ACT OF 1991.

*[Signature]*

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~~For and on behalf of the  
AUTOMOTIVE, FOOD, METALS AND  
ENGINEERING UNION,  
NEW SOUTH WALES BRANCH~~

~~WITNESS~~

~~*[Signature]*~~

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~~For and on behalf of the  
BUILDING WORKERS' INDUSTRIAL  
UNION OF AUSTRALIA,  
NEW SOUTH WALES BRANCH~~

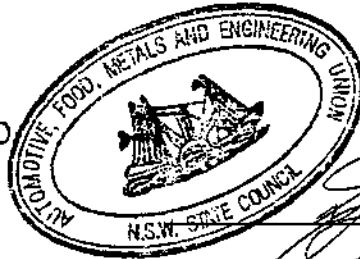
~~WITNESS~~

~~For and on behalf of the  
AUSTRALIAN WORKERS UNION/  
FEDERATION OF INDUSTRIAL,  
MANUFACTURING AND ENGINEERING  
EMPLOYEES AMALGAMATED UNION,  
NEW SOUTH WALES~~

~~WITNESS~~

For and on behalf of the  
AUTOMOTIVE, FOOD, METALS AND  
ENGINEERING UNION,  
NEW SOUTH WALES BRANCH

WITNESS



*Hedger*  
*Davidson*