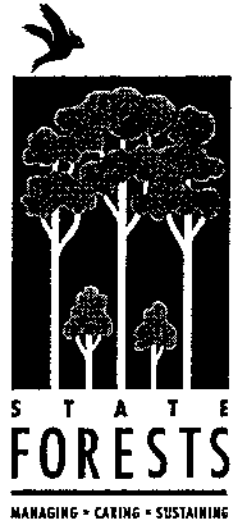


ENTERPRISE AGREEMENT

NO: E.A. 4 /1996

DATE REGISTERED: 2-1-96

PRICE: \$ 26-00



FORESTRY COMMISSION OF NSW

trading as

STATE FORESTS OF NSW

RESEARCH MANAGERS

ENTERPRISE AGREEMENT

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2. Definitions

"State Forests" means the Forestry Commission of New South Wales trading as State Forests of NSW.

"Managing Director" means the Managing Director of State Forests of New South Wales, or a person duly authorised to exercise delegations on behalf of the Managing Director.

"Director of Research" and "Director" means the Director of Research of State Forests of New South Wales, or a person duly authorised to exercise delegations on behalf of the Director of Research.

"Research Managers" means senior employees in management roles within the scientific disciplines in the Research Division of State Forests based at Cumberland State Forest and whose terms and conditions are regulated by this Agreement.

"Industrial Authority" means the Public Employment Industrial Relations Authority, a corporation constituted under Section 55 of the Public Sector Management Act 1988.

*Pratt
S. T. Jones*

3. Application

This Agreement shall apply to:

- all staff employed by State Forests as at the date of introduction of the Agreement in the generic grade of Scientific Officer or Research Scientist and who are continuously carrying out the duties of Research Manager in any of the five work units of Biology, Ecology, Forest Products, Silviculture and Soils/Nutrition/Hydrology or in managing any nominated functional grouping of the activities of the Research Division

*Pratt
S. T. Jones*

4. Parties to the Agreement

The parties to this Agreement, made pursuant to the provisions of sections 115-145 of the Industrial Relations Act 1991, are:

- State Forests of NSW;
- The Industrial Authority; and
- The State Forests' Research Managers Works Committee.

*Pratt
S. T. Jones*

The parties declare that this Agreement -

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

*Pratt
S. T. Jones*

5. Title of the Agreement

This Agreement will be known as the State Forests of NSW Research Managers Enterprise Agreement.

6. Relationship of this Agreement with other industrial instruments

(i) This Agreement, in conjunction with the industrial instruments listed immediately below, wholly regulates staff salaries and conditions of employment (other than superannuation). Where there is any inconsistency between this Agreement and the aforementioned instruments, this Agreement will take precedence to the extent of the inconsistency.

- * Crown Employees (Holidays) Award 1981
- * Crown Employees (Transferred Officers Compensation) Award 1989
- * Agreement No. 2354 of 1981, Transferred Officers Excess Rent Assistance
- * Agreement No. 2457 of 1983, Technological Change
- * Part 3 of the Public Sector Management (General Regulation) 1988
- * Sections 32, 33, (34), (37), (38), 39, 40, (43) and 45 of Part 5 of the Public Sector Management (General Regulation) 1988
- * Sections 48, 49, 50, 51, 52, 53, (54), 55, 56, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67 and 68 of Part 6 of the Public Sector Management (General Regulation) 1988

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(ii) The instruments replaced by this Agreement, insofar as they apply to Research Managers, are:

- * Scientific Officers Agreement No. 2433 of 1982
- * Crown Employees (Administrative and Clerical Officers - Salaries) Award 1982
- * Crown Employees (Legal Officers) Award 1982
- * Crown Employees (Overtime) Award 1986
- * Public Service Salaries Award 1993
- * Agreement No. 2275 of 1980, Flexible Working Hours
- * Sections 35, 36, 41, 42, 44, 46 SES Provisions and 47 of Part 5 of the Public Sector Management (General Regulation) 1988
- * Research Scientists Public Service Circular of 1.12.68.
- * Section 57 of Part 6 of the Public Sector Management (General Regulation) 1988
- * Crown Employees (Travelling Compensation) Award 1986.

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7. Objectives

- (i) To meet the objectives of State Forests' Corporate Plan.
- (ii) To provide the highest quality and most efficient research and services, back to the community and to State Forests' customers, at all times.
- (iii) To enhance the image and profile of Research Division.
- (iv) To consolidate past achievements, and to facilitate the transition of State Forests to full corporatisation.

These objectives will be achieved through

- (i) The creation and maintenance of a high performance, high trust organisation with a genuine partnership between State Forests and its Research Managers.
- (ii) The acceptance of change and a commitment to continuous improvement and productivity by all Research Managers.
- (iii) The development of a learning organisation based upon teamwork, flexibility, competency and opportunities for development.
- (iv) The organisational focus being directed towards the customer and the achievement of results.

Achieving these objectives will result in the sharing of financial rewards with Research Managers, based upon demonstrated and sustainable improvements in productive performance.

8. Period of Operation

- (i) This Agreement will operate from the date of registration and will have a nominal term of two (2) years.
- (ii) This Agreement can only be terminated at the expiry of its nominal term by one of the parties giving at least 3 months' notice in writing, to each other party and the Industrial Registrar, of an intention to terminate it.

9. Salaries

(i) The rates of pay prescribed under this clause include a component to fully compensate for:

- any early or late starts;
- annual leave loading;
- any work on weekends or Public Holidays;
- overtime, except as otherwise provided for at clause 15; and
- all allowances not otherwise expressly provided for in this Agreement.

(ii) The rates of pay are structured in such a way as to preserve an incentive for Research Managers to continue to progress, via scientific endeavour, in a way similar to that envisaged in the Industrial instrument which would govern their salaries, if it were not for this Agreement. Salary review will be as per (v) below.

Presently, grouping of Research Managers' duties is through scientific discipline, however salary structure would not preclude functional grouping in the Division.

S.F. Lewis

(iii) The grade level and associated salary ranges of Research Managers will take into account the personal grading of individuals in a scientific context and the breadth of management workload as prescribed below:

- (a) Staff Management
(based on budget and complexity) 1 - 5 points
- (b) Assets Management
(based on value, importance and complexity) 1 - 5 points
- (c) Recognition 1 - 5 points *

*Ref. to...
Research
P. Wilson
F. Wilson*

Area of Discipline	Salary
Biology	\$85,713
Ecology	\$64,514
Forest Products	\$66,913
Silviculture	\$62,078
Soils/Nutrition/Hydrology	\$60,497

* The levels for recognition are:

1. Internal to Research Division
2. Internal to State Forests of NSW
3. State Expert
4. National Expert
5. International Expert

- (iv) The salaries are derived from the formula -

$$[0.402y + 1.2](x)$$

where y is the point score from $\frac{(a) + (b) + (c)}{15}$ in (iii) above

and x is the Research Officer/Research Scientist salary pertaining to the individual at October 1994.


- (v) These salaries will be reviewed on the basis of the deliberations of a mutually acceptable Review Committee or the Qualifications Committee except that any incremental adjustment will be multiplied by 1.20.
- (vi) The rates of pay contained in Clause 9 (iii) above and qualified by Clause 10 (i) (a) below in this Agreement take effect on and from the date of registration. Employees covered by this Agreement at the date of registration will be paid the rate of pay in accordance with those clauses on and from 1 January 1995 or the date of employment or taking up duties in the position, whichever is the later.

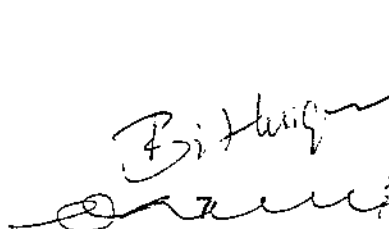
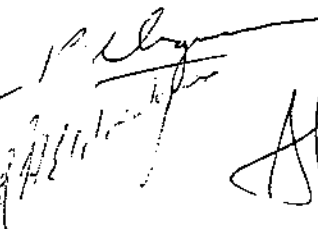
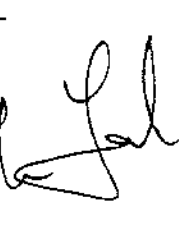
10. Translation and Reviews

- (i) Subject to clause 9, the Director of Research will appoint or engage Research Managers at a salary range, provided that:
- (a) those staff employed as at the date of commencement of this Agreement will translate to a salary rate which is no less than the salary previously received when supplemented by an amount which recognises additional hours and the value of conditions foregone;
- (b) where, for a Research Manager, the salary increase on translation would be significantly greater than the supplemented salary described at (a) above, the Director of Research may choose to invite similarly qualified staff whose salary is less than that presented in the scope at clause 9 (iii) to compete on merit.
- (ii) Research Managers undertake to consider using the grievance procedures at Clause 23 prior to exercising their statutory right of appeal regarding the merits of promotion decisions.

11. Performance Pay

- (i) The parties agree that performance payments or upward salary adjustment in this Agreement will be based on any performance management system adopted by State Forests of NSW as negotiated and agreed with Research Managers.


S.T. Jones

- (ii) Performance pay or upward salary adjustment will only be possible after State Forests of NSW's performance management system has been established.

12. Flexibility in Assigned Duties

Notwithstanding the terms of this Agreement, or any other employment-related documents that may specify duty requirements, Research Managers shall accept any reasonable direction from the Director of Research to execute any duty that they have the necessary qualifications and experience to perform.

13 Travel on State Forests' Business

Research Managers, when required to travel on State Forests' business, will be reimbursed reasonable actual expenses for accommodation and meals in connection with that travel.

14. Hours

- (i) The ordinary hours of work shall be 40 hours per week averaged over 52 weeks. Ordinary hours may be worked at any time from Monday to Sunday inclusive.
- (ii) The total work hours are those required to perform the work subject to:
 - * usually not more than 10 hours being worked in one day;
 - * hours usually being worked from Monday to Friday;
 - * Research Managers usually having two consecutive days off per week; and
 - * Research Managers not being directed to work for more than 12 consecutive days.

15. Overtime

- (i) Subject to subclause 14 (ii), Research Managers may be directed to work reasonable overtime.
- (ii) If Research Managers are directed to work for extended periods, then after completing the work and with the Director of Research's approval as to timing, Research Managers will take an appropriate period of time off in lieu.

Jim Muth
S. T. [Signature]
[Signature]
[Signature]
[Signature]

16. Superannuation

State Forests will meet existing and ongoing commitments to superannuation arrangements for all Research Managers. Superannuation will be assessed on the total salary for Research Managers.

17. Working From Home

- (i) With the approval of the Director, Research Managers may work from home.
- (ii) The parties agree to amend this provision, if necessary, to ensure that it is consistent with any future work from home policy that may be developed by State Forests of NSW.

18. Short Leave

- (i) The Managing Director may grant Research Managers short leave on full pay consistent with the Government's policy on flexible work practices published in October 1994.

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19. Study Leave

Study leave, time and negotiated conditions will be granted to Research Managers at the discretion of the Director and within existing policy, provided that training or education linked to a performance management agreement will be supported by State Forests.

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20. Concessional Leave

Research Managers agree not to partake of the concessional leave granted to Public Service employees from time to time by the Premier, such as the half day at Christmas.

21. Part-time Work

A Research Manager may, by mutual agreement between the Research Manager concerned and State Forests, be appointed or otherwise work, either indefinitely or for an agreed fixed term, for less than the normal ordinary full-time hours as specified in clause 14. Such part-time employees will be entitled, on a pro rata basis, to the same terms and conditions as if they were full-time employees.

Part-time work may be undertaken consistent with the requirements of Division 4 of the Industrial Relations Act 1991.

22. Consultation

- (i) The parties agree to continued consultation to ensure that the implementation of this Agreement realises improvements in service delivery, productivity, efficiency and job satisfaction.
- (ii) This Agreement will be monitored by the Research Managers Works Committee and management representatives. The parties will meet as necessary to resolve any difficulties which may arise with the implementation or operation of this Agreement and to discuss possible future improvements.

23. Grievance and Disputes Procedure

- (i) The aim of this clause is to ensure that during the term of this Agreement grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace with the minimum of formality.
- (ii) When any grievance or dispute arises at the workplace the Research Managers concerned will take the matter up with the Director of Research. The Director is to be given the opportunity to investigate the matter and provide a response to the dispute or grievance. The Director will advise the Research Managers concerned of the time by which an answer will be provided.

- (iii) If the grievance or dispute is not resolved between the Research Managers and the Director, or where the matter is of such a nature that direct discussion between the Research Managers and the Director would not be appropriate, the Research Managers may either take the matter up directly with another appropriate senior management representative or refer the matter to the Chair of the Works Committee or to a person or organisation nominated by the Research Managers to represent them, who may take the matter up with the appropriate senior management representatives which may include staff of the Human Resources Division.
- (iv) If the grievance or dispute remains unresolved the parties agree that it may be referred to an agreed independent arbitrator or mediator, which might include the NSW Industrial Relations Commission.
- (v) Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- (vi) The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

24. No Extra Claims

The parties agree that they will not pursue any extra award or over award claims for the duration of this Agreement.

25. Leave Reserved

- (i) In the event that all or some of the provisions of the Public Sector Management Act, which relate to staff terms and conditions of employment, cease to apply to Research Managers as a result of corporatisation, then the parties will negotiate relevant additional provisions for incorporation in this Agreement.
- (ii) A "Gainsharing Plan", designed to share with Research Managers, the financial rewards of demonstrated and sustainable improvements in productive performance, will be developed during the life of this Agreement. This clause is to be read in conjunction with clause 11.

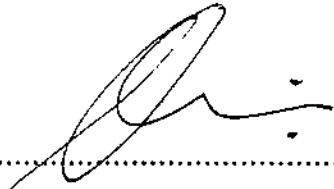
This Agreement is made at Sydney on

day of


1995

Signed for and on behalf of the **Public
Employment Industrial Relations Authority**


.....
Witness

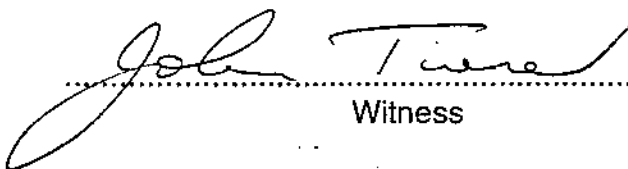

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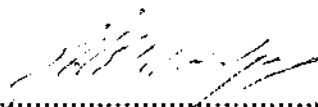
Signed for and on behalf of **State Forests of
New South Wales** by Dr **Johannes Hendrik
Drielsma**, Managing Director of **State Forests
of New South Wales**


.....
Witness


.....
Johannes Hendrik Drielsma

Signed for and on behalf of the **Research
Managers' Works Committee** by **Robert
Harry Eldridge**, Chairperson, **Research
Managers' Works Committee**


.....
Witness


.....
Robert Harry Eldridge

Signed for and on behalf of the **Research
Managers' Works Committee** by **Peter
Richard Chapman** and **Alan Kenneth York**

A. Ford

Witness

A. Ford

Witness

P. Chapman

Peter Richard Chapman

11-6-95

A. York

Alan Kenneth York

12-12-95