

ENTERPRISE AGREEMENT

NO: E.A. 48 /1996

DATE REGISTERED: 7-6-96

PRICE: \$ 14-00

ENTERPRISE AGREEMENT

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1. TITLE

This Agreement shall be known as the Department of Agriculture Prickly Pear Enterprise Agreement.

2. DEFINITIONS

"Act" means the Public Sector Management Act, 1988.

"Agreement" means this Enterprise Agreement.

"Department" means the NSW Department of Agriculture

"Director-General" means the Director-General of the NSW Department of Agriculture

"Industrial Authority" means the Public Employment Industrial Relations Authority

"Prickly Pear Staff" means officers employed as Operators or Supervisors Prickly Pear, under the Agreement No. 2312 of 1981.

"Staff" means all persons who are permanently or temporarily employed under the Act and who, as at the operative date of this Agreement were occupying one of the positions covered by the Agreement, or who, after that date, are appointed to or employed in one of such positions.

3. INTENTION

- i) The purpose of this Agreement is to regulate the rates of pay for prickly pear staff employed by the Department.

The Agreement will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the Department, the staff, and the community.

4. WORKPLACE REFORM PROGRAM

The parties agree to the implementation of the following workplace reform processes as part of the implementation of this agreement.

This may include but is not limited to:-

- consultation with parties on implementations
- ensuring equal employment and recognition of merit
- performance management

5. WAGE RATES

The rates of pay contained in this agreement take effect on and from the date of registration. Employees covered by this agreement at the date of registration shall be paid the rate of pay in accordance with Schedule A on and from the first pay period commencing on or after 1 January, 1994, or the date of employment whichever is later.

a) Rates of Pay

The rate of pay is inclusive of disability and inclement weather allowances.

The rates of pay for staff covered by this Agreement are as follows:-

CLASSIFICATION	\$
Operator (Prickly Pear)	
Grade	408.23
Grade	425.37
Grade 3	433.20
Supervisor (Prickly Pear)	
Grade 1	481.61
Grade 2	490.61
Grade 3	500.25

SCHEDULE A

CLASSIFICATION	\$
Operator (Prickly Pear)	
Grade 1	396.34
Grade 2	412.98
Grade 3	420.58
Supervisor (Prickly Pear)	
Grade 1	467.58
Grade 2	476.32
Grade 3	485.68

6. GRIEVANCE AND DISPUTE PROCEDURES

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 lowest level possible in the workplace.

When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:

- Step 1: The matter is discussed between the staff member(s) and the supervisor involved. If the matter remains unresolved follow Step 2.
- Step 2: The matter is discussed between the staff member(s), the union delegate or staff member's representative and their supervisor. If the matter remains unresolved follow Step 3.
- Step 3: The matter is discussed between the staff member(s), the union delegate or staff member's representative, the supervisor and the branch manager. If the matter remains unresolved follow Step 4.
- Step 4: The matter is discussed between the branch manager, representatives of the Employee Services Branch and the Union delegate and/or union official or staff member's representative. If the matter remains unresolved follow Step 5.
- Step 5: The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member's representative.

The parties agree to exhaust the conciliation process before considering Step 6. It is agreed that the parties will not deliberately frustrate or delay these procedures.

- Step 6: The matter may be referred by either party to the Industrial Relations Commission or the Industrial Court, as appropriate, to exercise its functions under the Industrial Relations Act, 1991, provided the matter is not a claim for general increases in salaries or conditions of employment contained in this Agreement.

Each of the steps will be followed within a reasonable time frame having regard to the nature of the grievance or dispute.

The parties agree that normal work will continue without disruption, while these procedures are followed.

"WITHOUT PREJUDICE"

7. SAVINGS OF RIGHTS

No staff member shall suffer a reduction in his or her rate of pay or any loss of diminution in his or her conditions of employment as a consequence of the making of this Agreement.

8. RELATIONSHIP TO AGREEMENT 2312 OF 1981

This Agreement shall be read and interpreted in conjunction with Agreement 2312 of 1981, provided that where there is any inconsistency between this Agreement and Agreement 2312 of 1981, this Agreement shall prevail to the extent of the inconsistency.

9. DECLARATION

The Parties to this Agreement declare that the Enterprise Agreement:-

- i) is not contrary to the public interest;
- ii) is not unfair, harsh or unconscionable;
- iii) was not entered into under duress; and
- iv) is in the interests of the Parties.

10. AREA, INCIDENCE AND DURATION

This Agreement shall apply to all Supervisors Prickly Pear staff of Department of Agriculture.

It shall take effect on and from the date of registration and shall remain in force thereafter for a period of 2 years, unless varied or terminated earlier in accordance with the provisions of sections 124 and 125, as appropriate, of the Industrial Relations Act, 1991.

The parties agree to commence negotiations on a new Agreement as soon as possible after the commencement date of this Agreement.

11. GENERAL CONDITIONS OF EMPLOYMENT

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 the Act.



The provisions of:

Crown Employees (Travelling Compensation) Award

Crown Employees (Transferred Officers Compensation) Award

Crown Employees (Holidays) Award

Crown Employees (Transferred Officer 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.

"WITHOUT PREJUDICE"

THIS AGREEMENT IS MADE AT SYDNEY ON THE DAY OF
....., 1995.

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

[Handwritten signature]

[Handwritten signature]

Signed for and on behalf of the]
DIRECTOR-GENERAL,]
NSW AGRICULTURE]

[Handwritten signature]

[Handwritten signature]

Signed for and on behalf of the **AUSTRALIAN**
WORKERS UNION NSW BRANCH/FEDERATION
OF INDUSTRIAL MANUFACTURING AND
ENGINEERING EMPLOYEES

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

[Handwritten signature: M. J. O'Shea]