

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/92

**TITLE: Parliamentary Building Services Engineering Staff
Enterprise Agreement 1998**

I.R.C. NO: 98/1081

DATE APPROVED/COMMENCEMENT: 30 March 1998

TERM: Expires 31 December 1999

**NEW AGREEMENT OR
VARIATION:**

New. Replaces EA 118/93 but only in respect of the classificationsto
which the new agreement refers

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: Plant Assistants, Mechanical Fitters, Electrical Fitter Mechanics, Artisans and
Fitter Operators at the NSW Parliament, Sydney 2000

PARTIES: President, Legislative Council of NSW and Speaker, Legislative Assembly of the
Parliament of NSW -&- Electrical Trades Union of Australia, New South Wales Branch and Public
Service Association and Professional Officers' Association Amalgamated Union of New South
Wales





**PARLIAMENTARY BUILDING
SERVICES
ENGINEERING STAFF
ENTERPRISE AGREEMENT 1998**



PARLIAMENT OF NEW SOUTH WALES

PARLIAMENTARY BUILDING SERVICES
ENGINEERING STAFF ENTERPRISE AGREEMENT ~~1997~~
1998

X

TABLE OF CONTENTS

Clause No.	Title	Page No.
1.	Title of Agreement	2
2.	Definitions	2
2A.	Coverage	2
3.	Parties to the Agreement	3
4.	Intention	3
5.	Duress	3
6.	Incidence	3
7.	Anti-Discrimination	3
8.	Classification and Salaries	4
9.	Transition	5
10.	Progression	5
11.	Hours of Work	5
12.	Shift Work	7
13.	After Hours Plant Surveillance - Standing by	7
14.	Overtime	7
15.	Meals	8
16.	Holidays	8
17.	General Leave Conditions	8
18.	Family and Community Service Leave, Personal/Carer's and Flexible use of other Leave Entitlements	8
19.	Conduct and Discipline	12
20.	Provision of Tools, Clothing and Apparatus	12
21.	Hygiene and Safety First Aid Equipment	12
22.	Consultative Committee	13
23.	Grievance and Dispute Handling Procedures	13
24.	Term	14
25.	Signatories to the Agreement	15



1. TITLE OF AGREEMENT

The title of this agreement is the Parliamentary Building Services - Engineering Staff Enterprise Agreement ~~1997~~ 1998. X

2. DEFINITIONS

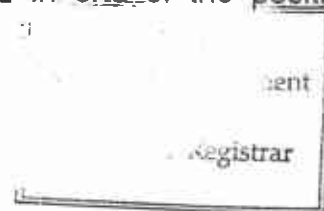
"Association" means the Public Service Association & Professional Officers Association Amalgamated Union of New South Wales.

"Clerks" means the Clerk of the Parliaments and the Clerk of the Legislative Assembly.

"Manager" means the Manager, Parliamentary Building Services.

"Officer" means and includes all persons permanently or temporarily employed by the Presiding Officers, and who, as at the day preceding the operative date of this Agreement, were occupying one of the positions outlined hereunder, or who, on or after the operative date of this Agreement, are appointed to or employed in one of the positions outlined in clause 8 of this Agreement.

Plant Assistant
Mechanical Fitter
Electrical Fitter Mechanic
Artisan
Fitter Operator



"Presiding Officers" means the President of the Legislative Council and the Speaker of the Legislative Assembly.

"Skills" means the appropriate qualifications, relevant experience, demonstrated ability and completion of appropriate training as required at each level, as determined by the Clerks.

"Union" means Electrical Trades Union of Australia New South Wales Branch

2A. COVERAGE

The Electrical Trades Union of Australia NSW Branch, shall have coverage of officers employed under this Enterprise Agreement who would otherwise be eligible for coverage under the Crown Employees Skilled Tradesmen Award.

3. PARTIES TO THE AGREEMENT

3.1 The enterprise agreement is made in accordance with:

- a) the provisions of sections 32 - 47 of the Industrial Relations Act 1996; and,
- b) the principles for approving enterprise agreements as provided by section 33 (1) of the Act.

3.2 The parties to this enterprise agreement are the President of the Legislative Council and the Speaker of the Legislative Assembly of the Parliament of New South Wales on the one part and the Public Service Association of New South Wales and the Electrical Trades Union, NSW Branch, on the other part.

of Australia

4. INTENTION

This agreement shall only apply to employees of the NSW Parliament, Parliamentary Building Services, Engineering Section, as listed in Clause 2 -Definitions - Officers.

5. DURESS

Registered
Enterprise Agreement
Industrial Registrar

This agreement was not entered into under duress by any party to it.

6. INCIDENCE

The agreement shall totally regulate the terms and conditions of employment previously regulated by the Parliamentary Officers, Parliamentary Building Services Enterprise Agreement of 2 August 1993. *EA 118/93*

7. ANTI-DISCRIMINATION

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977.

8. CLASSIFICATION AND SALARIES

8.1 The following rates of pay shall be applicable to the level specified.

Classification	Parliamentary Building Services Points Grade Table	Salary \$ p.a. with effect from date of award <i>agreement</i>	Salary \$ p.a. effective from the first pay period to commence on or after 1 January 1998	Salary \$ p.a. effective from the first pay period to commence on or after 1 July 1998	Salary \$ p.a. effective from the first pay period to commence on or after 1 January 1999
<i>Technical Officer, Engineering, I</i>					
Level One, year 1	General Scale B, year 1	24,945	25,444	26,207	26,993
Level One, year 2	General Scale B, year 2	25,565	26,076	26,858	27,664
Level Two, year 1	General Scale C, year 1	26,510	27,040	27,851	28,687
Level Two, year 2	General Scale C, year 2	27,470	28,019	28,860	29,726
Level Two, year 3	General Scale C, year 3	28,484	29,054	29,926	30,824
<i>Technical Officer, Engineering, II</i>					
Level One, year 1	Grade 2, year 1	31,801	32,437	33,410	34,412
Level One, year 2	Grade 2, year 2	32,672	33,325	34,325	35,355
Level Two, year 1	Grade 3, year 1	33,598	34,270	35,298	36,357
Level Two, year 2	Grade 3, year 2	34,612	35,304	36,363	37,454
<i>Technical Officer, Engineering, III</i>					
Level One, year 1	Grade 3, year 1	33,598	34,270	35,298	36,357
Level One, year 2	Grade 3, year 2	34,612	35,304	36,363	37,454
Level Two, year 1	Grade 4, year 1	35,693	36,407	37,499	38,624
Level Two, year 2	Grade 4, year 2	36,789	37,525	38,651	39,811
<i>Technical Officer, Engineering, IV</i>					
Level One, year 1	Grade 4, year 1	35,693	36,407	37,499	38,624
Level One, year 2	Grade 4, year 2	36,789	37,525	38,651	39,811
Level Two, year 1	Grade 5, year 1	39,661	40,454	41,668	42,918
Level Two, year 2	Grade 5, year 2	40,913	41,731	42,983	44,272

- 8.2 These salaries outlined at Clause 8.1 represent the total remuneration applicable to the positions under this Enterprise Agreement. With the exception of Shift Allowance (Clause 12.3), Stand By payments (Clause 13) and Overtime (Clause 14), no other remuneration shall be payable.
- 8.3 Should there be a variation to the Crown Employees (Public Sector Salaries - Salaries June 1997) Award, or an Award replacing it, during the term of this Enterprise Agreement, by way of salary increase, or other benefit to the public service, this Enterprise Agreement shall be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former Award, or replacement Award.
- 8.4 Reclassification of these positions at any time shall occur ~~only in accordance with the~~ Parliament's Job Evaluation Policy.

9. TRANSITION

- 9.1 Existing staff covered by the Parliamentary Officers, ~~Parliamentary Building Services~~ Enterprise Agreement of 2 August 1993 shall, using a job evaluation methodology, be classified and graded to a position under this Agreement and paid the appropriate rate from the date this Agreement is made.

10. PROGRESSION

- 10.1 Progression from year 1 to year 2 within each Level shall be by way of an annual increment and be subject to satisfactory conduct and performance, as certified by the Officer's supervisor and approved by the Clerks. The assessment of the Officer's suitability for incremental progression shall normally be undertaken one month prior to the anniversary of their appointment to their current level. The Officer must be promptly notified in writing by the Clerks of any decision to defer payment of an increment.
- 10.2 Progression from either the year 1 or year 2 rate in Level One in any of the classifications to Level Two in the same classification, will be subject to satisfactory conduct and performance and the officer acquiring the skills and demonstrating the ability to perform the tasks defined for Level Two.
- 10.3 An Officer shall have the right of internal appeal to the Clerks on progression matters through the established grievance procedures (refer Clause 23 - Grievance and Dispute Handling Procedures).
- 10.4 There is no provision for progression from one classification to the next. When vacancies occur in a classification, these will be filled by merit selection.

11. HOURS OF WORK

- 11.1 The ordinary hours of work for officers shall be 35 hours per week, Monday to Friday inclusive (except public holidays) and shall be worked in accordance with the following provisions for a four week work cycle.



- 11.2 (a) For officers working a three shift non-continuous roster, the ordinary working hours shall be worked as a twenty working day, four week cycle, not necessarily corresponding to a calendar month, Monday to Friday inclusive with nineteen working days of seven hours each exclusive of meal breaks between the hours of 6.00 a.m. and 12.00 a.m. with an additional 22 minutes worked on each day accruing as an entitlement to take a rostered day off in each cycle where such day off shall be paid for as though worked.
- (b) For all other officers, the ordinary working hours shall be worked as a twenty working day, four week cycle, not necessarily corresponding to a calendar month, Monday to Friday inclusive with nineteen working days of seven hours each exclusive of meal breaks between the hours of 6.00 a.m. and 6.00 p.m. with an additional 22 minutes worked on each day accruing as an entitlement to take a rostered day off in each cycle where such day off shall be paid for as though worked.
- 11.3 Officers are eligible to accrue a rostered day off in each four week cycle to be taken as a whole day only.
- 11.4 Each day of paid sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 11.5 An officer who has taken unpaid leave in any form during a recognised 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.
- 11.6 Payment of the rostered day off, in the case of termination of employment either by the officer or the employer, shall be adjusted accordingly.
- 11.7 An officer may take an accrued rostered day off at any time within the four week cycle, at the discretion of the Manager or other responsible officer, whether sufficient time has been worked within the four week cycle or not prior to the cessation of that cycle;

Provided that:-

- (i) an officer who has not worked sufficient additional time within the four week cycle to cover the taking off of such a day shall be required to forfeit recreation leave, in multiples of 1/4 days (1 3/4 hours) to compensate for any time in debit at the cessation of the four week cycle.
- 11.8 An officer may accrue rostered days off up to a maximum of 5 in any one year after which time an officer may be directed to take such a day or days off to avoid forfeiture.
- 11.9 Rostered days off may be taken either as individual days, or as a block of days up to a maximum of 5 as referred to in sub-clause 11.8 or as a block in tandem with any recreation leave taken provided that such rostered days off may only be taken subject to organisational convenience.

11.10 An officer shall not be entitled to claim an allowance for relief as a result of another officer being on a rostered day off.

12. SHIFT WORK

12.1 Definitions - for the purpose of this clause:-

"Afternoon Shift" means any shift finishing after 6.00 p.m and at or before midnight.

"Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours notice.

12.2 There are early morning, day and afternoon shifts. An employee shall not be required to work more than one shift in each twenty-four hours. The exception to this is at regular changeover of shifts, where an employee will change from one shift time (eg: early morning) to another (eg: day).

12.3 Afternoon Shift Allowance

(a) In addition to the salary payable in Clause 8, officers working regular rostered afternoon shifts, shall be paid an allowance as outlined in the table below:

Allowance \$ p.a. @ date of determination	Allowance \$ p.a. effective from the first pay period to commence on or after 1 January 1998	Allowance \$ p.a. effective from the first pay period to commence on or after 1 July 1998	Allowance \$ p.a. effective from the first pay period to commence on or after 1 January 1999
1,600	1,632	1,681	1,731

(b) The afternoon shift allowance is defined as salary for superannuation and leave purposes.

(c) The afternoon shift allowance is calculated on the basis of 15% of the hourly rate payable immediately prior to this Agreement, times 35 hours per week times 17 shifts per annum.

13. AFTER HOURS PLANT SURVEILLANCE - STANDING BY

13.1 Those officers required to perform such out of hours work on weekends are to be paid at ordinary rates for the time they are so required to be on stand-by.

14. OVERTIME

14.1 For all work done outside ordinary hours, the rates of pay shall be as determined by the Parliament House Hours & Conditions Award where:-

(i) Overtime is taken to have commenced after 7 hours 22 minutes of work has been completed, exclusive of meal breaks.

- (ii) Overtime shall not be worked unless prior approval has been granted by the Manager or other responsible officer in Parliamentary Building Services.

15. MEALS

15.1 Meal breaks shall be taken in terms of the Parliament House ~~Hours and Conditions~~ Award. *Sessional and Other Staff*

15.2 Payment of meal monies shall be paid in terms of the Parliament House ~~Hours & Conditions~~ Award except where:- *Sessional and Other Staff*

- (i) a meal is provided by the employer, provided that the meal is of sufficient substance and is appropriate to the time of day that it is taken.
- (ii) the performance of the work concerned at the time at which it was performed was not approved by the Manager or other responsible officer in Parliamentary Building Services.
- (iii) the prescribed allowance is insufficient to adequately reimburse the officer for expenses properly, reasonably and actually incurred, in which case, a further allowance may be paid, at the discretion of the Presiding Officer/s or other responsible officer on his or her behalf, so as to reimburse the officer for the additional expenses incurred.

16. HOLIDAYS

Employees shall be entitled to all gazetted holidays proclaimed to operate throughout the State.

The Picnic Day will be taken as the August Bank Holiday at a date determined each year by the Clerks (normally one of the days falling between Christmas and New Year).

17. GENERAL LEAVE CONDITIONS

All leave entitlements for Officers covered by this Enterprise Agreement will be administered in accordance with the policies of the New South Wales Parliament.

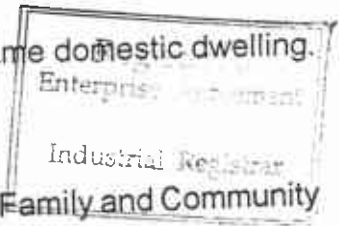
18. FAMILY AND COMMUNITY SERVICE LEAVE, PERSONAL/CARER'S LEAVE AND FLEXIBLE USE OF OTHER LEAVE ENTITLEMENTS

18.1 Definitions:-

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:-

- (a) a spouse of the employee; or

- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative or the employee who is a member of the same household, where for the purposes of this paragraph:
 1. 'relative' means a person related by blood, marriage or affinity;
 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. 'household' means a family group living in the same domestic dwelling.



18.2 Family and Community Service Leave - general

- (i) The appropriate Presiding Officer or delegate may grant Family and Community Service Leave to an employee:
 - (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessity.
- (ii) Family and Community Services Leave replaces Short Leave.
- (iii) An employee is not to be granted Family and Community Service Leave for attendance at court to answer a criminal charge, unless the appropriate Presiding Officer or delegate approves the grant of leave in the particular case.

18.3 Family and Community Service Leave - entitlement

- (i) The maximum amount of Family and Community Service Leave on full pay that may be granted to an employee is:
 - (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years' continuous service, minus any period of family and community service leave already taken

by the employee,

whichever is the greater period.



- (ii) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (iii) Where Family and Community Service Leave has been exhausted, additional paid Family and Community Service Leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 18.1.

18.4 Use of sick leave to care for a sick dependant - general

When Family and Community Service Leave, as outlined in Clause 18.3, is exhausted, the sick leave provisions of Parliament House employees, may be used by an employee to care for a sick dependant.

18.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:-
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in Clause 18.1.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under Clause 18.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The appropriate Presiding Officer or delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in Clause 18.5 (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on

either a medical certificate or statutory declaration.

- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

18.6 Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with Clause 18.1 above, an employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with 18.6 (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 18.6 (a) above, the employee shall be paid overtime rates in accordance with the Parliament House Hours & Conditions Award.

18.7 Use of make-up time

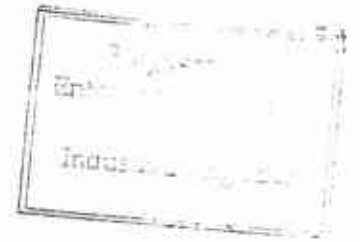
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

18.8 Use of other leave entitlements

The appropriate Department Head may grant an employee other leave entitlements for

reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:-

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.



19. CONDUCT AND DISCIPLINE

This agreement will apply the provisions of the Personnel Handbook of the New South Wales Public Service as follows:

Division 3 - Conduct and Discipline

Part 1 - Code of Conduct

Section 1 NSW Public Sector Code of Conduct

Part 2 - Discipline Guidelines

Section 1 Discipline Guidelines
Section 2 The Discipline Process
Section 3 Punishment
Section 4 Conduct and Discipline - Related Matters
Section 5 Procedures
Section 6 Appeal Procedures
Section 7 Flow Charts
Section 8 Pro-forma Documents

20. PROVISION OF TOOLS, CLOTHING AND APPARATUS

- 20.1 Tools - Officers will be provided with the necessary tools, including power tools, where, in the opinion of the NSW Parliament, they are required for the performance of the Officers' duties.
- 20.2 Uniform - Officers will be provided with a standard uniform, consisting of suitable footwear, overalls, shirts, trousers and jackets. This uniform shall be worn at all times whilst the Officer is on duty.
- 20.3 Protective Clothing and apparatus - Officers will be supplied with rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged in welding work. Officers will also be provided with any other protective clothing and apparatus which is required for the work they are undertaking.

23. GRIEVANCE AND DISPUTE HANDLING PROCEDURES

- 23.1 (a) The aim of this procedure is to ensure that, during the life of this Enterprise Agreement, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level at which they occur in the workplace. For the purpose of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under the NSW Parliament's grievance handling procedure, eg: complaints or discrimination.
- (b) It is agreed between the parties that, wherever possible, informal means will be used to resolve any industrial dispute.
- 23.2 (a) Should a dispute arise, in the first instance, the Officer(s) will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought. A meeting should be held within one (1) week of notification.
- (b) If the matter is not resolved in this meeting, the matter shall be further discussed by the Officer(s), and, at their request, a workplace Association or Union delegate, the immediate supervisor, Manager, and where practicable, a senior officer of the Legislative Council or Legislative Assembly. This should take place within one (1) week of the completion of step (a).
- (c) If the matter remains unresolved, the matter should be further discussed by the Officer(s), and, at their request, the appropriate Association or Union delegate, the immediate supervisor, the Manager, and a more senior management representative. This should take place within one (1) week on the completion of step (b).
- (d) If the matter remains unresolved and the Officer(s) is/are Association or Union member(s), it should be discussed/negotiated between representatives of the Association or Union and the Clerks. If the Officer is not a member of the Association or Union, they may nominate a person to act on their behalf. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the NSW Parliament must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- (e) A matter relating to the conditions of employment fixed by this Enterprise Agreement may be submitted by one or the other of the parties when all other steps, (a) to (d) above, have been exhausted, to the relevant industrial tribunal which may exercise its functions under the Industrial Relations Act 1996.
- (f) Where the issue in dispute relates to a change of a work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

24. TERM

This agreement shall operate on and from the ~~first full pay period to commence on or after~~
30 March, 1998 and shall remain in force to 31 December 1999, unless
varied or terminated earlier by the provisions of the Industrial Relations Act 1996.



25. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the Legislative Council

Max Willis

23-1-98

Max Willis
President of the Legislative Council

Signed for and on behalf of the Legislative Assembly

John Murray 21.1.98.

John Murray
Speaker of the Legislative Assembly



Signed for and on behalf of the Public Service Association & Professional Officers Association Amalgamated Union of New South Wales

J.P. Good

Signature

J.P. GOOD

Printed Name

28.1.98

GENERAL SECRETARY

Occupation

Signed for and on behalf of the Electrical Trades Union, NSW Branch

W Woodridge

Signature

W WOODRIDGE

Printed Name

DEPUTY SECRETARY

Occupation