

STATE PARK TRUST'S ENTERPRISE AGREEMENT - 1998

BETWEEN
LAKE BURRENDONG STATE PARK TRUST
BURRINJUCK WATERS STATE PARK TRUST
COPETON WATERS STATE PARK TRUST
LAKE GLENBAWN STATE PARK TRUST
GRABINE LAKESIDE STATE PARK TRUST
KILLALEA STATE PARK TRUST
LAKE KEEPIT STATE PARK TRUST
WYANGALA WATERS STATE PARK TRUST
AND THE
AUSTRALIAN WORKERS UNION [NSW]



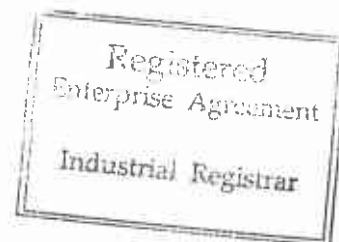
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PART A

1. TITLE

This agreement shall be known as the State Parks Enterprise Agreement - 1998.

2. PARTIES

The parties to this Agreement are the Lake Burrendong State Park Trust, Burrinjuck Waters State Park Trust, Copeton Waters State Park Trust, Lake Glenbawn State Park Trust, Grabine Lakeside State Park Trust, Killalea State Park Trust, Lake Keepit State Park Trust and Wyangala Waters State Park Trust, and the AUSTRALIAN WORKERS UNION [NSW].

3. ENTERPRISE

The Enterprise Agreement covers the pay and conditions of employment of staff at the:

Lake Burrendong State Park Trust - Post Office, MUMBIL, NSW 2820

Burrinjuck Waters State Park Trust - Private Mail Bag, YASS, NSW 2582

Copeton Waters State Park Trust - Private Mail Bag, INVERELL, NSW 2360

Lake Glenbawn State Park Trust - P O Box 234, SCONE NSW 2337

Grabine Lakeside State Park Trust - via BIGGA, NSW 2583

Killalea State Park Trust - P O Box A16, SHELL HARBOUR NSW 2529

Lake Keepit State Park Trust - Post Office, LAKE KEEPIT, NSW 2340

Wyangala Waters State Park Trust - WYANGALA DAM NSW 2808

4. **TERM OF AGREEMENT**

This Agreement has been reached without duress and with the consent of the parties and shall have a nominal term of 36 months from the date of approval by the NSW Industrial Relations Commission.

This Agreement replaces the National Parks and State Recreation Areas [Wages Field Staff - Trust Controlled Parks] Agreement No. 2287 of 1980 in its entirety.

5. **DEFINITIONS - GENERAL**

“**Agreement**” means this Enterprise Agreement.

“**Department**” means the Department of Land and Water Conservation.

“**Union**” means the Australian Workers Union [N.S.W.].

“**Park**” means either of the State Park Trusts nominated in clause 3 of this Agreement.

“**Park Staff**” means all persons at any of the State Park Trusts as set out in clause 3 of this Agreement and who are permanently or temporarily employed, as at the operative date of this Agreement or are subsequently appointed under the terms of this Agreement.

“**Park Manager**” means the person appointed independently of this Agreement and who is responsible for managing the effective operation and staff in each Park.

6. **INTENTIONS OF THE PARTIES**

6.1 The purpose of this Agreement is to regulate employment conditions and minimum rates of pay for staff.

6.2 It is intended that the Agreement will provide a suitable basis and framework for the parties to implement at the organisation level to ensure that Corporate objectives are met.

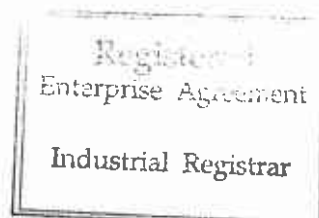
6.3 The Agreement will help facilitate the processes necessary to enhance the effectiveness of the organisation and provide a better return to the organisation, the staff, and the community.



7. WORKPLACE REFORM PROGRAM

The parties agree to continue discussions for the implementation of workplace reform with such topics including but not limited to:

- equal employment opportunities and recognition of merit;
- developing a pay structure which rewards staff for skills used on the job;
- Where appropriate, arrangements for the introduction of a fortnightly pay system;
- Multi-skilling of staff duties to provide for greater job satisfaction and enhance staff career prospects;
- career development and training programs.



8. TERMS OF EMPLOYMENT

Employees may be engaged on a full-time, part-time, casual or fixed term contract basis.

- 8.1 Full-time Employees shall be engaged for an average of 38 hours per week over a 4 week period, such work with maximum ordinary hours per day of 10 hours.
- 8.2 Part-time Employees shall be on a set number of weekly hours no less than 16 and less than 36, with a minimum payment of 3 hours work on each day. When circumstances to suit the nature of duties and seasonal conditions occur and by mutual agreement between the employee and the employer, weekly hours may be averaged over a 4 week cycle subject to the employee working a minimum of 16 hours each week during the averaging period.
- 8.3[i] Casual Employees shall be engaged on an hourly basis of less than 36 ordinary hours per week [averaged] with a minimum payment of 3 hours work on each commencement, except where by mutual agreement between the employee and the employer, a lesser minimum period than 3 hours of work and payment may be agreed. Employment on a casual basis shall not exceed a period of 26 consecutive weeks except that where there has been a break of employment of a minimum of 4 weeks following the period of continuous service and there is mutual agreement in writing between the employee and employer, further employment as a casual can be established.
- [ii] Any person who has worked as a casual for a period in excess of 26 weeks will be considered for permanent status. The work history of the employee will be the primary consideration of such assessment, in terms of performance and hours.
- 8.4 Fixed Term Employee shall be as either a full-time or part-time employee, engaged for a specific period of time of less than six months duration for either seasonal, special contract or capital works projects.

8.5 Juniors may be engaged as either full-time, part-time or on a casual basis and shall be paid a minimum rate in accordance with the appropriate rate as set out in PART B, Table 1 of this Agreement. In circumstances where skills are exhibited in line with those provided in subclause 10.6, the rate of pay in clause 10.6 should take precedence.

8.6 Each Park Manager shall inform each employee in writing as to the terms of engagement, and in particular, whether the employee is a full-time, part-time or casual employee or for a fixed term of employment.

An independent third party, whose appointment is mutually agreed by the parties, will resolve individual issues regarding initial classification of employees for the purpose of the agreement.

Where employment was commenced prior to approval of this Agreement, the appropriate Park Manager shall inform each current employee in writing of their terms of engagement consistent with this Agreement.

8.7 Where it is specifically stated by the employer in writing at the time of engagement, full-time or part-time staff [including junior staff] may be engaged for a probationary period of up to a maximum of three months. Park management is obligated to conduct an appropriate monthly assessment during the probationary period.

8.8 Employment, other than for casuals, shall be terminated by one week's notice on either side or by the payment or forfeiture of one week's wages in lieu thereof consistent with the provisions contained in s.170 CM of the Workplace Relations Act, 1996 [federal] which generally provide for:

<u>Employee's period of continuous service with the employer</u>	<u>Period of notice</u>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Increase the period of notice by 1 week if the employee

- [i] is over 45 years of age, and
- [ii] has completed at least 2 years of continuous service



This does not remove the right of the Park Manager to suspend without notice at any time an employee for serious misconduct in which case, the employee shall be entitled to payment of wages up to the actual time of dismissal.

9. HOURS OF WORK

- 9.1 A flexible and adaptive approach will be determined by staff and park management in relation to normal working hours and working arrangement.
- 9.2 The ordinary hours of work for a full-time employee shall be 38 per week Monday to Sunday [inclusive], averaged over a four week cycle.
- 9.3 The daily spread of ordinary hours shall be from 6.00am until 6.00pm [8.00pm during eastern summer time] with provision for variation by mutual agreement without the payment of a penalty between the Park Manager and each employee.
- 9.4 Change of hours - Except where mutual agreement is reached [or in the case of an unforeseen emergency], seven days notice will be given for a change of an employee's ordinary hours, such a change in ordinary hours must still occur within the span of hours prescribed in clause 9.3.

10. CLASSIFICATION STRUCTURE AND WAGE RATES

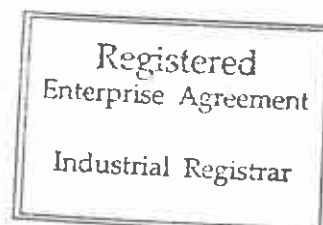
- 10.1 All adult staff will be graded in one of the listed classification, specified in sub-clause 10.6 of this Agreement.
- 10.2 Each staff member shall be graded by the appropriate Trust in the classification in which their principle employment duty is described and such classification shall be subject to an annual Personal Appraisal or as the need arises.
- 10.3 The minimum rates of pay for ordinary time work are set out in Part B, Table 1 of this Agreement.
- 10.4 Casual Staff shall be paid a casual loading of 15% above the ordinary pay rate as set out in Part B, Table 1 and in addition for all ordinary time worked, be paid a further 1/12th to compensate for the non entitlement of paid time off for annual leave.
- 10.5 The monetary amounts for Allowances as detailed throughout this Agreement are set out in Part B, Table 2 of this Agreement.
- 10.6 [i] Park Staff Grade 1 duties shall include but not be limited to work described as follows:
- [a] Outside repetitive manual tasks under supervision such as cleaning, mowing, sweeping, track developing and marking, fencing and general maintenance of Park areas;
 - [b] Hold an appropriate drivers licence and drive motor vehicles and plant within the grounds of the Park in order to carry out allocated tasks;
 - [c] Be required to operate portable plant and equipment such as chain saws, mowers, whipper snippers, etc.;
 - [d] Assist to direct visitors within the Park;

- [e] Carry out Park fee collection and associated computer recording, and
 - [f] Where necessary, assist in the well being of both native and introduced livestock located within Park boundaries.
- [ii] Park Staff Grade 2 duties shall include but not be limited to work described as follows:
- [a] Duties for Park Staff Grade 1
 - [b] Outside manual tasks as directed by the supervisor such as pruning of trees and shrubs, general gardening and Park and road maintenance, small repairs to Park buildings and equipment;
 - [c] Assist with staff training when working with Grade 1 and junior staff;
 - [d] Assisting to direct visitors within the Park as and when necessary and Park visitor security.
 - [e] Assist in the Park's Office from time to time including more detailed computer recording;
 - [f] Assist in the Park's shop and/or cafeteria [where applicable] during busy times or staff limitations.
- [iii] Park Staff Grade 3 [Leading Hand] duties shall include but not be limited to work described as follows:
- [a] Duties for Park Staff Grade 2;
 - [b] Generally supervise other Staff members and assist them in the performance of their work;
 - [c] Subject to ability and training and where available, operate the Park's computer system used in the overall management of the Park.
- [iv] Park Staff Grade 4 [Foreperson] duties shall include but not be limited to work described as follows:
- [a] Duties for Park Staff Grade 3 [Leading Hand];
 - [b] Generally supervise other staff members as well as contractors on capital works programs and assist them in the performance of their work.
 - [c] Relieve as Park Manager as and when required.

11. PAYMENT OF WAGES

Wages will be paid weekly [or fortnightly] and where practicable and facilities exist, be paid by Electronic Funds Transfer.

On each pay day the Park Manager will arrange to supply each member of staff with a statement showing the gross amount of wages due, deductions and the net amount paid to the staff member.



12. HIGHER DUTIES

Where a staff member is directed to and undertakes work carrying a higher rate than the staff member's usual classification level rate, such staff member will be paid the base rate for the classification of that staff member being relieved for the time so worked up to 4 hours, and for the full day if in excess of 4 hours.



13. SATURDAY & SUNDAY [ORDINARY TIME]

13.1 All ordinary time worked on a Saturday shall be paid for at the rate of time and one-half [T½].

13.2 All ordinary time worked on a Sunday shall be paid for at the rate of time and three-quarters [T¾].

14. OVERTIME

14.1 All overtime must be approved by the Park Manager [or Park Staff Grade 4 [foreperson] or other nominated Supervisor in the absence of the Park Manager] and each employee shall be required to work reasonable overtime, should the need arise.

14.2 Individual State Park Trust policy in consultation with Staff will allow the averaging of ordinary time that is to be worked over a 26 week period. Such averaging will be determined prior to the commencement of each 6 month period.

14.3 Overtime shall be paid:

[i] for all time worked in excess of the agreed ordinary hours each week, Monday to Sunday inclusive, except where salary levels specifically include premium rates [refer sub-clause 13.1 & 13.2];

[ii] for all time in excess of rostered hours on any one day;

[iii] for all time worked before the rostered commencing time on any work day.

14.4 The overtime rate shall be single time plus one-half [T½] for the first 2 hours of overtime on any day and at the rate of double time [T2] thereafter. All overtime worked on a Sunday shall be paid at the rate of double time [T2] with overtime worked on a Public Holiday being at the rate of single time and one half [T½] in addition to the employee's appropriate public holiday entitlement. Each day shall stand alone when computing overtime.

14.5 A minimum payment as for 3 hours of work shall be provided for each specific overtime start on a Saturday or Sunday or 4 hours on a Public Holiday.

14.6 Call Back

- [i] Where an employee lives on the Park and is recalled to work overtime following the completion of ordinary hours, such employee will be paid overtime rates for the time worked.
- [ii] Where an employee lives away from the Park and is recalled to work overtime having left the Park following the completion of ordinary hours, such employee who returns to the park will be paid travel time at ordinary rates and for overtime rates for the period of such work with a minimum payment of 3 hours.

14.7 A member of staff who agrees to a weekly wage in excess of 15% above the rate set out in Part B , Table 1, Classification [iv], Park Staff - Grade 4 shall not be entitled to the payment for overtime when worked.

15. MEALS AND CRIB BREAKS

15.1 Each employee shall be entitled to take a paid tea break of ten [10] minutes at a mutually agreed time during the first three hours period after commencing daily duty. This break should be taken at the location where work is being conducted at that time.

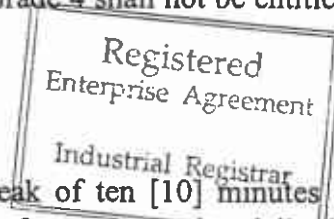
15.2 An employee shall not be required to work more than five hours [or an alternative arrangement by mutual agreement] without an unpaid break for a meal. The meal break shall not be less than thirty [30] minutes.

15.3 The commencing time of a regular meal break may be altered by agreement between appropriate staff and supervision to suit the work requirements at the particular time.

15.4 An employee required to work more than one and one half hours overtime following the completion of ordinary daily hours of work shall be entitled to take a paid 15 minute crib break at the rate of single time prior to commencing such overtime. A further paid crib break of 15 minutes at the rate of single time and one-half shall be available after each further four hours of overtime worked.

Where mutually agreed between the employee and supervisor, the first crib break may be disregarded and replaced with a payment of 15 minutes at the rate of single time and one half where the period of overtime worked after the completion of ordinary hours exceeds one and one half hours.

15.5 Where an employee has not been advised on the previous day of a requirement to work overtime in excess of 2 hours immediately following the completion or ordinary time, such employee shall be entitled to be provided with an adequate meal or where this is not practicable, claim a meal allowance as set out in Part B, Table 2 - Allowances of this Agreement.

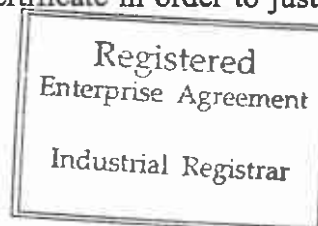


16. PUBLIC HOLIDAYS

- 16.1 The following days or the days observed as such shall be holidays; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labor Day, Christmas Day, Boxing Day, Union Picnic Day [first Monday in December] any other day proclaimed as a public holiday in the State of NSW for a special purpose.
- 16.2 Where overtime is worked on any public holiday, payment shall be, for all classes of employee at the rate of ordinary hours plus time and one-half with a minimum payment of 4 hours.
- 16.3 Notwithstanding the provisions of sub-clause 16.2, an employee may, in lieu of payment for working on a public holiday, apply for time off at a time mutually agreed with the employer on a time as accrued basis.

17. SICK LEAVE

- 17.1 An employee, other than a casual employee, with not less than 3 months continuous service with a State Park Trust who is unable to attend for work because of personal illness or injury not arising out of or attributed to the nature of the work at the workplace, shall be entitled to paid leave of absence, as follows:
- [i] Not more than 38 hours [equivalent to 5 days] of ordinary working time in the first year of employment and not more than 76 hours [equivalent to 10 days] of ordinary working time in the second and subsequent year/s of continuous service. [Pro-rata amounts for part-time employment].
 - [ii] Sick leave not taken in any one year shall accumulate from year to year.
- 17.2 The granting of paid sick leave shall be subject to the following conditions and limitations:
- [i] An employee shall endeavour to inform the Park Manager prior to the normal commencement of work or as soon as possible following such commencing time of an inability to attend for work, indicating the nature of illness or injury and the estimated duration of the absence.
 - [ii] Each employee unable to attend for work due to personal sickness for two or more consecutive days should provide a doctors certificate in order to justify payment of sick leave for such period of absence.



18. **ANNUAL LEAVE**

- 18.1 Annual Leave - Full-time employees are entitled to have 4 weeks annual leave each year with part-time employees entitled to a pro-rata amount based on the average number of ordinary hours worked in the year.

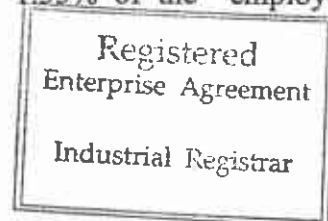
See Annual Holidays Act 1944 [as amended].

- 18.2 Annual Leave Loading - This loading will be phased out on registration of this Agreement with compensation being provided for existing employees with an accrued annual leave entitlement. Minimum wage levels fixed within this Agreement will include an amount to compensate for the loading.

Following registration of the Agreement, current full-time and part-time members of staff will receive a once only payment for the untaken accrued and current annual leave loading entitlement, based on the equivalent of 1.35% of the employee's respective wage at that time.

19. **LONG SERVICE LEAVE**

See NSW Long Service Act 1955 [as amended].



The Long Service Leave Act provides for an entitlement of 13 weeks of paid leave after 15 years of continuous service [with special entitlements for casual employees engaged on a regular basis]. Under defined circumstances, pro-rata leave entitlements accrue after five years of continuous service and leave may be taken by an employee after ten years of continuous service.

20. **BEREAVEMENT LEAVE**

- 20.1 An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in clause 21.1 (iii) (b) below.
- 20.2 The employee must notify the Trust as soon as practicable of the intention to take bereavement leave and will, if required by the Trust, provide to the satisfaction of the Trust proof of the death.
- 20.3 Bereavement leave shall be available to the employee in respect of the death of a person prescribed in for the purposes of Personal/Carer's Leave in 21.1 (iii) (b) provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person prior to their death.
- 20.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 20.5 Bereavement leave may be taken in conjunction with other leave available under clauses 21.2 Unpaid Leave for Family Purpose, 21.3 and 18 Annual Leave, 21.4 Time Off in Lieu of Payment for Overtime, 21.5 Make-up Time and/or 19 Long Service Leave. In determining such a request the Trust will give consideration to the circumstances of the employee and the operational requirements of the State Park.

21. **PERSONAL CARER'S LEAVE**

21.1 Use of Sick Leave

[i] An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21.1[iii][b], who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 17, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

[ii] 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 as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

[iii] The entitlement to use sick leave in accordance with this subclause is subject to:

[a] the employee being responsible for the care of the person concerned; and

[b] the person concerned being:

[1] a spouse of the employee; or

[2] 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

[3] 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

[4] a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

[5] a relative of the employee who is a member of the same household, where for the purposes of this subparagraph: "relative" means a person related by blood, marriage or affinity;

[A] "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and



[B] "household" means a family group living in the same domestic dwelling.

- [iv] An 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.

21.2 Unpaid Leave for Family Purpose

- [i] An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care ~~and support to a member~~ of a class of person set out in 21.1[iii][b] who is ill.

21.3 Annual Leave

- [i] An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- [ii] Access to annual leave, as prescribed in paragraph [i] of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

21.4 Time Off in Lieu of Payment for Overtime

- [i] For the purpose only of providing care and support for a person in accordance with this subclause, and despite the provisions of clause 9, Overtime and clause 16, Public Holidays, the following provisions shall apply.
- [ii] An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- [iii] Overtime taken as time off during ordinary time hours shall be taken at the time as accrued.
- [iv] If, having elected to take time as leave in accordance with paragraph [i] of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

- [v] Where no election is made in accordance with the said paragraph [i], the employee shall be paid overtime rates in accordance with the Agreement.
- [vi] An employer must not in any way attempt to coerce or convince an employee to take time off in lieu of a payment.

21.5 Make-up Time

An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.

22. PARENTAL LEAVE

See NSW Industrial Relations Act 1996, Chapter 2 - Part 4 - Divisions 1 & 2.

Parental leave provides for full-time and part-time staff to have unpaid time-off work for the purposes of maternity, paternity or adoption leave.

23. JURY SERVICE

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, the employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if at work.

Staff shall be required to produce proof of jury service fees received and proof of the requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

24. REDUNDANCY

See NSW Employment Protection Act 1982, as amended.

25. UNIFORMS & PROTECTIVE CLOTHING

- 25.1 Uniforms - Employees shall be supplied with a uniform that shall include long sleeve shirts, long trousers, safety footwear, hat. Replacement uniforms will be made available as necessary and uniforms remain the property of the issuing State Park Trust.



25.2 Protective clothing

- [i] Protective sunglasses and skin protection cream shall be made available to all outdoor staff.
- [ii] Where necessary for the performance of their duties, staff members will be provided with suitable rubber boots, waterproof clothing, goggles, masks, gloves, aprons, or other suitable substitutes;
- [iii] Any member of staff issued with protective clothing will be responsible for and shall wear such clothing whilst engaged on work for which it was deemed necessary for protective clothing to be issued;
- [iv] Replacement clothing and equipment will be made available as necessary and will remain the property of the issuing State Park Trust.

26. OCCUPATIONAL HEALTH & SAFETY

26.1 Each Park Manager will be responsible for maintaining statutory Occupational Health & Safety standards.

26.2 First Aid Kits will be available at each Park and maintained as required by the Occupational Health and Safety Act, First Aid Regulations, 1989. The contents of each kit will be as described for First Aid Kit 'B' and in addition, the following will be available at each Park:

Disposable splinter probes
Antiseptic solution
Gauze swabs
Small bowl
Water based burn cream
Heavy crepe

Drinking utensil
Medicine glass
Eye bath
Disposable towels
Aspirin [or similar]
Universal dressing



26.3 Prior to or as soon as practicable following the commencement of employment, each member of staff will be inoculated against tetanus and hepatitis 'B';

26.4 First Aid Training:

- [i] Where practicable, a non accredited training program in basis First Aid will be provided during working hours and within a reasonable time after commencement of employment for park staff, particularly for outdoor members of staff.

- [ii] Each Park Manager shall have at least one member of staff undertake and successfully complete an accredited First Aid Certificate course during working hours and be recognised as such at the respective Park. Such nominated staff member will receive the weekly allowance as set out in Table 2 Allowances. The Park Manager will be responsible for ensuring the certificate is renewed as required and that a replacement person is on hand when the recognised person is unavailable.
- [iii] A Trust will facilitate the first aid training of any employee classified at Clause 8.1, 8.2.

27. TRANSPORT

- 27.1 **Emergency** - Each Park will make transport available [free of charge] to convey to the nearest doctor or hospital, any injured employee who requires treatment at this level and is unable to travel independently for such treatment.
- 27.2 **Park Business** - Where a staff-member uses their private vehicle at the request of the Trust for park business, reimbursement for kilometres travelled will be paid at the rate set out in Part B , Table 2.

28. CONSULTATIVE COMMITTEE

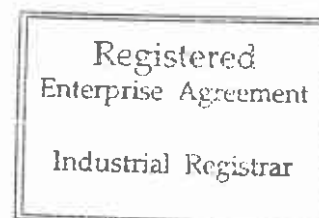
Where 4 or more permanent staff are employed at a Park there shall be formal consultation at no less than 3 monthly intervals, the principle object of such meetings being to provide an on-going review of the Park's occupational, health and safety practices and to provide an opportunity for an exchange of views with the object to establish acceptable employee/employer relationships including the facilitation of skill enhancement programs contributing to improved employee job satisfaction. Any work projects planned will also be discussed with a view to considering how best to deploy the Trust's resources. Minutes of such meetings will be prepared and displayed on that Park's Employee Notice Board.

29. NOTICE BOARDS

Each Park will erect a suitable notice board in a prominent positions for the display of notices applicable to staff. All notices placed on the board will have the approval of the Park Manager prior to being displayed. A copy of this Agreement will be available near the notice board.

30. SUPERANNUATION

Superannuation contributions will be paid in accordance with the provisions of the federal Superannuation Guarantee Administration Act 1992, as amended.



31. COUNSELLING PROCEDURE

With the object of creating and maintaining a high standard of employer/employees relations, no employee will be terminated [except for serious misconduct which would justify instant dismissal] unless the following procedures have been followed:

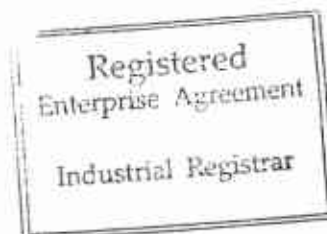
- [i] First Counselling [verbal]: If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond, being made aware of the fact that the conversation constitutes their 'first counselling'. If the employee so requests, a witness of the employee's choosing may be present.
- [ii] Second Counselling [written]: If the employee in the opinion of the employer continues to be unsatisfactory, management shall again discuss with the employee, in the presence of a witness, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. This will be committed to writing.
- [iii] Third and Final Counselling [written]: If after two [2] counsellings and within a reasonable time frame since the first and second counsellings, the employer considers the employee to continue to be unsatisfactory, then the employee, in the presence of an appropriate job delegate, will be given a final warning. The nature of the unsatisfactory service must be committed to writing.
- [iv] Failure by the employee to respond to the final warning will result in the employee being terminated in accordance with the provisions of sub-clause 6.4 of clause 6 - Contract of Employment.

32. DISPUTE SETTLEMENT PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with the Industrial Relations Act 1996. These procedural steps are:

32.1 Procedure relating to a grievance of an individual employee:

- [i] The employee is required to notify the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- [ii] A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- [iii] Reasonable time limits must be allowed for discussion at each level of authority.



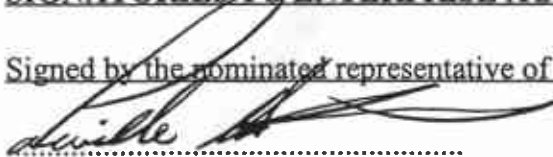
- [iv] At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- [v] While a procedure is being followed, normal work must continue.
- [vi] The employee may be represented by an industrial organisation of employees at any stage of this procedure.

32.2 Procedure for a dispute between an employer and the employees:

- [i] A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- [ii] Reasonable time limits must be allowed for discussion at each level of authority.
- [iii] While a procedure is being followed, normal work must continue.
- [iv] The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

33. SIGNATORIES TO ENTERPRISE AGREEMENT


33.1 Signed by the nominated representative of the State Park Trusts



 Representative

Registered
 Enterprise Agreement
 Industrial Registrar
 29/4/99
 Date

In the presence of



 Witness

29/4/99
 Date


33.2 Signed for and on behalf of the employees by the Australian Workers Union [New South Wales]



 Secretary

5.5.99
 Date

In the presence of



 Witness

5.5.1999
 Date

TABLE 2 - ALLOWANCES

<u>Clause number</u>	<u>Brief description</u>	<u>Amount</u>
14.6[ii], 15.5	Meal	\$7.70 per meal
26.4[ii]	First aid certificate	\$1.50 per day
27	Use of private vehicle on Park business	0.44c per km

Registered
Enterprise Agreement
Industrial Registrar

PART B - WAGE RATES AND ALLOWANCES

TABLE 1 - WAGE RATES

1. ADULT RATES

Classification	Current Rate [November 1997] \$	Value of 17½% Annual Leave Loading \$	Total Current Rate + Value of 17½% Annual L. Loading \$	14/4/98 Rate with 4% Increase \$	14/4/99 Rate with 4% Increase \$	14/4/2000 Rate with 4% Increase \$
Park Staff - Grade 1	499.50	6.70	506.20	526.45	547.50	569.40
Park Staff - Grade 2	517.45	6.95	524.40	545.38	567.19	589.88
Park Staff - Grade 3 [Leading Hand]	540.30	7.30	547.60	569.50	592.28	615.97
Park Staff - Grade 4 [Foreperson]	586.75	7.85	594.60	618.38	643.12	668.84

2. JUNIOR RATES

- At 17 years of age and under
- At 18 years of age
- At 19 years of age
- At 20 years of age

% of Grade 1

- 60
- 70
- 80
- 90

