

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/263

TITLE: Hawkesbury-Nepean Catchment Management Trust Enterprise Agreement

I.R.C. NO: 99/4075

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EMPLOYEES: Applies to all employees of the Trust

**PARTIES: Hawkesbury-Nepean Catchment Management Trust -&- Daylan CAMERON,
William Dixon, Louise Eves**

Hawkesbury-Nepean Catchment Management Trust

Enterprise Agreement

**Between the Hawkesbury Nepean Catchment Management
Trust and its Employees**



CATCHMENT MANAGEMENT TRUST

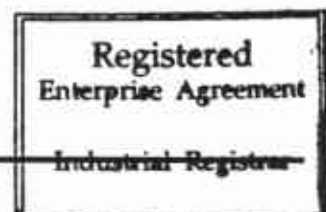


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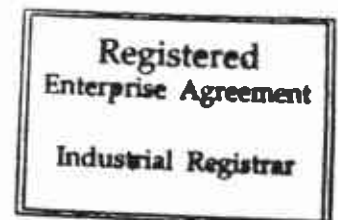
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1 PURPOSE OF THE AGREEMENT**1.1 OVERVIEW & EXPECTED OUTCOMES**

1.1.1 The Hawkesbury-Nepean Catchment Management Trust (Trust) was established in 1993 as a result of widespread community concern about the health of the Hawkesbury-Nepean River system and its catchment.

1.1.2 Under the provisions of the Catchment Management Act (1989) and associated Regulation (1999), the Trust's charter is to:

- (a) encourage the protection and, where appropriate, the restoration of the Hawkesbury-Nepean River system; and
- (b) facilitate the ecologically sustainable use, development and management of natural resources, the floodplain and the built environment; and
- (c) foster orderly and proper physical, environmental and socio-economic planning and management as the basis for the well-being of the people and all life within the Trust area.

1.1.3 The Trust's current area as specified by its Regulation is:

- (a) the whole of the Nepean River system and catchment; and
- (b) that part of the Hawkesbury River system and catchment below the wall of the Warragamba Dam (excluding Brisbane Waters and Pittwater).

1.1.4 Consistent with its charter, the Trust has established a vision to guide its business – **A HEALTHY, DIVERSE AND PRODUCTIVE RIVER SYSTEM AND CATCHMENT.**

1.1.5 This Agreement is fundamental to fulfilling the charter of the Trust and realising its vision.

1.1.6 This Agreement commits both parties to create a co-operative and harmonious employee relations environment within the Trust typified by consultation in decisions directly and indirectly affecting employees.

1.1.7 Both parties are also committed through this Agreement to providing a framework that can generate interesting and fulfilling work and develop systems that allow employees the opportunity to reach their full potential while simultaneously achieving the Trust's goals.

1.1.8 Additionally, in keeping with the Trust's charter and vision both parties are committed to developing efficiencies within the work environment.

1.2 KEY FEATURES

1.2.1 The key features of this Agreement reflect the commitment of both parties to:

- (a) a workplace where all employees are valued and have the opportunity to contribute and develop to their potential within the available resources and opportunities;
- (b) flexible working arrangements consistent with the unique nature of the Trust's business;
- (c) performance management resulting in the achievement of key accountabilities through effective communication of the Trust's values;

- (d) pay equity through a single salary classification structure for all employees that is based on the assessment of the relative work value of each position;
- (e) training and professional development as a joint responsibility of both parties ensuring the necessary skills across the workforce;
- (f) a safe workplace that is free of harassment and discrimination.



2 TITLE & PARTIES TO THE AGREEMENT**2.1 TITLE**

2.1.1 This Agreement is to be known as the Hawkesbury-Nepean Catchment Management Trust Enterprise Agreement.

2.2 PARTIES

2.2.1 The Agreement is made in accordance with the provisions of sections 32-47 of the Industrial Relations Act 1996 and the Principles for approving enterprise agreements as provided by section 33(1) of this Act. It was entered into on the day of 1999, between the Trust (as the employer) and the employees of the Trust.

2.2.2 Trust employees work at various locations within the catchment in the following categories:

- Scientific
- Accounting
- Planning
- Administrative & Clerical
- Engineering
- Library and Information Services
- Environment
- Education & Communication

2.3 INCIDENCE & DURATION

2.3.1 The purpose of this Agreement is to regulate the general conditions of employment and shall specify the human resource policies and practices applying to employees of the Trust.

2.3.2 This agreement covers all employees.

2.3.3 This Agreement shall operate from the date of registration and shall remain in force for a period of three years from the date of such registration unless varied or terminated earlier in accordance with the provisions of Section 2.5 of this Agreement.

2.4 FURTHER CLAIMS

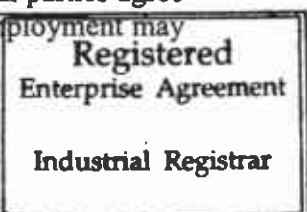
2.4.1 Both parties agree that during the period of operation of this Enterprise Agreement that there will be no further salary increases granted except for those provided under the terms of this Agreement (i.e. those related to changes in work value, performance based increases, and variations to the Crown Employees (Public Sector - Salaries) Award.

2.4.2 Where this Agreement is silent in regard to any conditions of employment whether written or unwritten, enjoyed by employees prior to execution of this Agreement, those conditions will continue to apply. The Joint Consultative Committee will monitor this aspect.

2.5 FLEXIBILITY

2.5.1 To assist the Trust to achieve its business objectives effectively both parties agree that with the consent of both parties the following conditions of employment may be modified:

- (a) hours of work.
- (b) salary scale.
- (c) human resource management policies and procedures.



2.5.2 Before any modifications can be made to the above the following requirements must be complied with:

- (a) at least 65% of employees affected agree to the changes;
- (b) agreed changes are not contrary to any law and do not jeopardise health or safety;
- (c) agreed changes will be put in writing, describing the change, period of operation and the positions affected, all employees to whom the changes apply will be given a copy;
- (d) agreed changes to the Trust's salary scale will maintain the overall linkage with the Crown Employees (Public Sector - Salaries) Award as described in Clause 5.2 of this Agreement.

2.6 DECLARATION

2.6.1 Both parties to this Agreement declare that it:

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

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3 THE ORGANISATION

3.1 STRUCTURE AND RESOURCES

3.1.1 The organisation comprises:

- (a) The Hawkesbury-Nepean Catchment Management Trust; and
- (b) Employees employed by the Trust.

3.1.2 The Hawkesbury-Nepean Catchment Management Trust are governed by a board of trustees who are appointed by the Governor upon the recommendation of the Minister for Land and Water Conservation under the provisions of the Catchment Management Act 1989.

3.1.3 Trustees hold a range of skills, experience and knowledge and are drawn from the following categories:

- (a) landholders or landusers within the catchment (constituting majority membership);
- (b) persons with interests in environmental matters in the catchment;
- (c) Local Government;
- (d) State Government departments or authorities.

3.1.4 The Trust employs professional and support staff including a Chief Executive Officer, who is also a Trustee.

3.1.5 Employee's deliver services through:

- (a) the **Catchment Planning and Assessment Program Stream** which focuses on the strategic information and assessment and planning processes required to understand the catchment's natural resource values and systems, to plan for their retention and improvement and to monitor the outcome of improvement action taken.
- (b) the **Catchment Management and Community Support Stream** which focuses on making change happen on the ground by using (among other things) the information and planning output from the above stream to improve community awareness, knowledge, and action and develop effective catchment health improvement partnerships.
- (c) the **Business Support Services Stream** that focuses on the provision of effective and efficient corporate and business support services.

3.1.6 The Trust works in partnership with autonomous Catchment Management Committees (CMCs).

3.1.7 The Minister for Land and Water Conservation appoints CMC members under the provisions of the Catchment Management Act 1989.

3.1.8 CMC members are drawn from the same categories and hold a similar range of skills, experience and knowledge as Trustees.

3.1.9 While the Trust focuses on that part of the catchment as defined by the Regulation, CMCs focus on local catchments or sub-catchments.

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3.1.10 The Trust's principal revenue source is an annual grant from the New South Wales Government. This grant enables us to:

- (a) support Trustees (as a board of management);
- (b) support CMCs across the catchment;
- (c) employ employees in various locations across the catchment;
- (d) utilise outsourced consultancy services, where appropriate;
- (e) undertake action to advance catchment and river health.

3.1.11 The Trust also seeks other sources of funding to help improve the catchment and river health.

3.2 TRUST FOCUS

3.2.1 Guided by the principles of Total Catchment Management (TCM), Ecologically Sustainable Development (ESD), the provisions of the Catchment Management Act 1989 and associated Trust Regulation, the Trust seeks to realise its vision by:

- (a) being an informed and independent advocate for the needs of the river system and catchment and promoting greater understanding of its ecological assets and services, including their management and protection;
- (b) building and strengthening catchment-focused partnerships between stakeholders (organisations, communities and individuals) to improve the investment of capital, technologies and practices in river and catchment health.

3.3 TRUST VALUES

3.3.1 The Trust has an unequivocal commitment to business values and standards that are ethical, professional, performance-focused and service-oriented. This commitment incorporates a clear and integrated focus on all of the following:

- (a) *Leadership* – maintaining its commitment to advocacy by authoritatively speaking for, defending and promoting the Hawkesbury-Nepean River system and catchment in clear and public ways.
- (b) *Community and Catchment Commitment* – recognising the right of communities to be better informed about the Hawkesbury-Nepean River system and catchment and to take more informed action to retain these vitally important assets.
- (c) *Integrity and Respect for People* - dealing with people based on the principles of fairness and honesty, acknowledgment of one's own boundaries of expertise, recognition of the expertise and skill of others and encouragement of all to achieve their full potential.
- (d) *Client Service and Partnership Development* - developing the goodwill and public image by meeting client needs in response to their enquiries, complaints and feedback; and assisting clients to identify new opportunities to strengthen and build TCM partnerships.
- (e) *Cost Effectiveness and Value Adding* - anticipating costs and minimising impact to the budget by the identification of opportunities from the collective resources available to key stakeholders and catchment communities.

- (f) *Continuous Learning* - maintaining the current skills, exploring new learning opportunities while sharing information, expertise and resources with others.
- (g) *Excellence* - actively supporting initiatives to improve work practices while encouraging high standards of personal conduct across the workplace.



4 COMMITMENTS**4.1 JOINT CONSULTATIVE COMMITTEE**

4.1.1 Both parties agree that the Joint Consultative Committee will monitor the implementation of this Agreement.

4.1.2 The Committee shall consist of both Trust and employee representatives, to be nominated by the respective parties, with the following structure:

- (a) two employer representatives;
- (b) four employee representatives;
- (c) one Trust human resource representative.

4.1.3 The Committee may consider any matter agreed to by both parties as being relevant to this Agreement, including but not limited to:

- (a) conditions of employment;
- (b) job design proposals and evaluation;
- (c) skills training and professional development;
- (d) performance management and improvement proposals;
- (e) development of the human resource policies and procedures.

4.1.4 Where an issue is unable to be resolved, either party may have the matter referred to the Industrial Relations Commission of NSW.

4.1.5 In monitoring the implementation of this Agreement both parties agree:

- (a) to consult in good faith, share information so that a balanced relationship is maintained, and provide regular feedback to their constituents.
- (b) not to unjustly criticise each other, seek to publicly denigrate the views of the other or take unfair advantage of the other.
- (c) to maintain confidentiality where necessary.
- (d) that individual employees have the right to consult with their Trade Union.

4.1.6 The Committee will meet within two months after registration of the Agreement and meetings will be held regularly thereafter or as otherwise agreed between both parties.

4.1.7 Both parties agree that the committee will convene a special staff meeting within four months after registration to discuss the implementation of the Agreement

4.2 DISPUTES AND GRIEVANCE RESOLUTION PROCEDURES

4.2.1 The resolution of disputes, grievances or difficulties rests in the first instance with the supervisor immediately responsible for the person experiencing the problem. The following procedures aim to resolve problems within ten working days and at the level that they occur in the workplace.

- (a) The aggrieved employee or aggrieved group of employees will in the first instance attempt to resolve the matter with their supervisor. If the employee does not want to approach their supervisor they may take the matter to a Grievance Contact Officer or to a more senior member of management.

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- (b) If the matter is unable to be settled, the aggrieved person or persons is advised that with their consent, the matter may be referred to an appropriate internal Grievance Mediator.
- (c) If the matter is unable to be settled the matter is to be brought to the attention of the Chief Executive Officer or the Chair of the Trust.
- (d) If resolution cannot be achieved the aggrieved employee or aggrieved group of employees are advised of their right to pursue the matter with an external agency (eg GREAT, Industrial Relations Commission of NSW).
- (e) While these procedures are being followed, normal work will continue as prior to the dispute, grievance or difficulty, unless otherwise agreed to by both parties.

4.3 OCCUPATIONAL HEALTH & SAFETY

4.3.1 Both parties acknowledge their obligations under the NSW Occupational Health & Safety legislation and guidelines issued from time to time by WorkCover and Worksafe Australia.

4.3.2 To meet these obligations both parties will continue to actively participate in the Trust's Occupational Health and Safety Committee. The Committee shall make such recommendations to the Trust as appropriate to ensure health and safety of persons at that place of work.

4.3.3 The Committee will operate through frank and open discussions on all issues relating to the health and safety of all persons, including employees, contractors, volunteers, and visitors at the place of work.

4.3.4 The Committee will, whenever necessary, inspect places of work in relation to work design, operating procedures, emergency evacuations, rehabilitation, technological change, and the provision of suitable and approved items of personal protection clothing and safety equipment.

4.3.5 Both parties to this agreement may seek advice and/or assistance of the Occupational Health and Safety Committee in resolving occupational, health and safety issues.

4.4 EQUAL EMPLOYMENT OPPORTUNITY

4.4.1 The Trust is an Equal Employment Opportunity employer. It is totally committed to equal opportunity principles and practices which maximise the contribution of a diverse and skilled workforce, by promoting and maintaining a productive, harmonious, non-discriminatory and harassment-free working environment.

4.4.2 Both parties are committed to the principle that equality of opportunity is based on merit. Merit is the only criteria for selecting the best person for a job, for training and/or for promotion. This means that people with the best skills, qualifications and personal attributes to do a particular job are employed regardless of their age, sex, race, religious beliefs, marital status, physical or intellectual impairment or sexual preference.

4.5 CULTURAL DIVERSITY

4.5.1 Both parties are committed to the principles of cultural diversity ensuring:

- (a) all individuals have the greatest possible opportunity to contribute to, and participate in, all aspects of public life.

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- (b) respect and accommodation for the culture, language and religion of others.
- (c) the opportunity to make use of and participate in relevant activities and programs provided or administered by the Government of New South Wales.
- (d) the recognition of linguistic and cultural assets.

4.6 CODE OF CONDUCT

- 4.6.1 To ensure the Trust fulfils its charter with integrity and impartiality a Code of Conduct for employees and Trustees will be maintained.
- 4.6.2 Both employees and Trustees will be expected to comply with their respective Code of Conduct.

4.7 PERFORMANCE MANAGEMENT

- 4.7.1 Both parties are committed to reviewing the Trust's Performance Management System within the first three months following registration of the Agreement with the aim of better integrating the Trust's values into the system and to provide a clearer definition of the assessment levels. The Trust agrees not to use the section dealing with the Trust's values until both parties agree on how the values should be integrated.
- 4.7.2 The Trust also agrees to develop an assessment system for its Trustees within the first three months following registration of the Agreement.

4.8 UNION SUBSCRIPTIONS

- 4.8.1 Employees who are members of Trade Unions at the date of registration of the Agreement, and thereafter, can have their membership subscription deducted from their pay, provided the employee has duly completed the necessary deduction authority.
- 4.8.2 The Trust will be responsible for remitting, on a monthly basis (or as otherwise agreed), to the appropriate Trade Union any subscriptions deducted.

4.9 RIGHT TO CONDUCT STAFF MEETINGS

- 4.9.1 The Trust recognises the right of its employees to conduct staff meetings during work hours at the Trust's premises to discuss issues that are likely to impact on their employment. These meetings are to be convened by an employee representative of the JCC and must have prior endorsement by the Trust to ensure minimal disruption of client services.

4.10 MERIT SELECTION

- 4.10.1 Both parties agree to review the Trust's 'merit' selection policies for the Trust and to prepare a procedures document within the first three months following registration of the Agreement.

4.11 FUTURE AGREEMENTS

- 4.11.1 Both parties agree to commence discussions on the question of pursuing a new Agreement on a without prejudice basis six months prior to the termination date of this Agreement.
- 4.11.2 During this six months deliberation period both parties will meet in order to seek agreement/resolution of any issues.

5 CONDITIONS OF WORK**5.1 HOURS OF WORK**

- 5.1.1 Normal working hours are 35 hours per week, Monday to Friday. However, the Trust recognises that flexibility in working hours for its employees is integral to the effective and efficient conduct of its business.
- 5.1.2 In recognition of this, the Trust's flexible hours system acknowledges the need for supervisors and employees to effectively plan their work (through tools such as the Trust's Performance Management System) to ensure that as far as possible, tasks can be realistically achieved within ordinary hours.
- 5.1.3 The flexible hours system confers responsibility on both the Trust and its employees to ensure its effective and equitable implementation. In particular it confers mutual responsibility on supervisors and individual employees to manage all leave entitlements (including time-in-lieu and recreation leave) in unison to avoid abuse and forfeiture.
- 5.1.4 Schedule 3 details the Trust's flexible hours system. This provides for:
- (a) employees and supervisors to agree on starting and finishing times that accommodate the employee's circumstances and particular work demands.
 - (b) the ability for an employee to accumulate ten days time-in-lieu (TIL) at the end of each four weekly settlement period.
 - (c) the ability for an employee to take up to a maximum of 26 days TIL during a 12 month period.
 - (d) the ability for an employee to take one period of TIL in excess of five days but not exceeding ten days as a block in a 12 month period.
 - (e) the ability for an employee to take periods of TIL not in excess of five days during other settlement periods.
 - (f) the ability for an employee to take TIL only when they have a credit balance.

5.2 SALARIES

- 5.2.1 Schedule 4 - details the Trust's salary scales as at 1 January 1999.

5.2A STRUCTURE & RATES - GENERAL

- (a) The rates of pay provide for pay equity through a single salary classification structure for all employees.
- (b) The rates of pay are linked to the Crown Employees (Public Sector - Salaries) Award and are made by reference to the Public Service Common Salary Points Scale.
- (c) Should there be any variation to the Crown Employees (Public Sector - Salaries) Award, or an award replacing it, by way of salary increase, or benefit to the public service, the Trust's salary scales will be automatically 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.
- (d) The rates of pay, other than for casual employees, are inclusive of annual leave loading that is annualised and incorporated into the salary rates contained in Schedule 4.

- (e) The rates of pay for employees of the Trust will be determined in relation to those contained in Schedule 4, and Clause 5.2F, Salary and Benefit Packaging Arrangements.

5.2B RATES OF PAY FOR PERMANENT EMPLOYEES

Definition: *A permanent employee of the Trust is an employee who has been permanently appointed to a position on the Trust's permanent establishment. See Schedule 4.*

- (a) All positions on the Trust's permanent establishment will be classified at a Class level as contained in Schedule 4.
- (b) A position on the Trust's permanent establishment may span more than one Class level.
- (c) All positions on the Trust's permanent establishment will be subject to the Trust's Job Evaluation System. See Clause 7.4.
- (d) During the term of this Agreement it is recognised that there may be changes to the nature and scope of the Trust's business operations which may involve the deletion of positions detailed in Schedule 4 and/or the creation of new positions.
- (e) During the term of this Agreement it is recognised that there may be changes to the nature and scope of Trust positions requiring a review of a positions salary level. See Clause 7.4.
- (f) The commencing salary level (within the relevant Class) for a new employee permanently appointed to a Trust position will be determined following assessment of an applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications.
- (g) Subject to any Salary and Benefit Packaging Agreement made pursuant to Clause 5.2F an employee who possesses the Higher School Certificate or equivalent will be appointed to no less than the 2nd salary point of Class 1.
- (h) Subject to any Salary and Benefit Packaging Agreement made pursuant to Clause 5.2F any employee aged 21 years or over shall be paid no less than the salary prescribed for Class 1 salary point 4.
- (i) The Trust will, from time to time, approve payment at a rate that exceeds that applicable to the employee's substantive salary in situations as set out below:
- (i) undertaking additional or special duties which increase the responsibilities of an employee beyond their position.
 - (ii) undertaking duties in a higher position.
 - (iii) payment of a Special Performance Payment (SPP) for a reward for high performance as provided within the Performance Management System.

5.2C RATES OF PAY FOR TEMPORARY EMPLOYEES

Definition: *A temporary employee of the Trust is an employee who has been engaged for a defined period because of short-term project demands, temporary increases in workload, or the absence of a permanent employee. They are typically employed for periods in excess of 3months, however there*

may be situations where this period of employment may extend up to 3 years to work on a specific "one off" project. There is no guarantee of work beyond the term of employment specified by the Trust.

- (a) All temporary employees of the Trust's will be classified at a Class level as contained in Schedule 4.
- (b) The commencing salary (within the relevant Class) for a new employee temporarily appointed will be determined following assessment of the work to be undertaken and the applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications.
- (c) Subject to any Salary and Benefit Packaging Agreement made pursuant to Clause 5.2F an employee who possesses the Higher School Certificate or equivalent will be appointed to no less than Class 1 salary point 2.
- (d) Subject to any Salary and Benefit Packaging Agreement made pursuant to Clause 5.2F any employee aged 21 years or over shall be paid no less than the salary prescribed for Class 1 salary point 4.

5.2D RATES OF PAY FOR CASUAL EMPLOYEES

Definition: *A casual employee of the Trust is an employee who has been engaged at short notice for short term and/or irregular work. Casual employees are engaged on an hourly basis, hours of work are flexible, and there is no guarantee of work beyond the term of employment specified by the Trust.*

- (a) All casual employees of the Trust's will be classified at a Class level as contained in Schedule 4.
- (b) The commencing salary (within the relevant Class) for a casual employee will be determined following assessment of the work to be undertaken and the applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications.
- (c) Casual employees will be paid a 15% loading in lieu of all leave entitlements provided under this agreement, including sick and recreation leave but excluding extended leave. See Schedule 4 Rates of Pay for Casual Employee's.
- (d) An employee who possesses the Higher School Certificate or equivalent will be appointed to no less than the Class 1 salary point 2.
- (e) An employee aged 21 years or over shall be paid no less than the salary prescribed for Class 1 salary point 4.

5.2E SALARY PROGRESSION

- (a) Where salary progression through the Trust's salary structure is available to an employee, any such progression will be determined only after an evaluation of the employee's work performance using the Trust's Performance Management System.
- (b) The Trust's Performance Management System provides for monetary rewards being made to employees following the achievement of a

creditable or outstanding assessment at their annual performance review. See Clause 7.5.

- (c) Monetary rewards consist of salary progression through the salary points scale. If an employee has reached the maximum salary level and their performance at their annual performance review is rated as creditable or outstanding, the employee qualifies for an annually determined Special Performance Payment (SPP). See Clause 7.5.
- (d) The SPP is a lump sum payment and does not constitute any increase in the annual salary paid to the employee. It is not factored into calculations involving leave.
- (e) Employees who continue to receive the maximum salary for their position are considered for an SPP at each annual performance review.
- (f) Where salary progression is available within the employee's Class level, and an employee achieves a creditable assessment at their annual performance review, a one-salary point progression within the employee's Class level is to be awarded. If the employee is being paid at the maximum level of their position a SPP of 2% of the employee's base salary may be granted. This is to be effective from the employee's annual review date.
- (g) Where salary progression is available within the employee's Class level, and an employee achieves an outstanding assessment at their annual performance review, a two-salary point progression within the employee's Class level is to be awarded. If the employee is being paid at the maximum level for their position a SPP of 3% of the employee's base salary may be granted. This is to be effective from the employee's annual review date.
- (h) Where an employee progresses to a higher Class, they will move at least one salary point above their current substantive salary.

5.2F SALARY AND BENEFIT PACKAGING ARRANGEMENTS

- (a) By mutual agreement with the Trust, an employee, other than a casual employee, may, from time to time, elect to receive:
 - (i) a benefit or benefits contained in Schedule 4; and
 - (ii) a salary equal to the difference between the salary prescribed for the employee (Clause 5.2A) of this Agreement, and the amount specified by the Trust for the benefit provided to or in respect of the employee in accordance with such agreement.
- (b) The agreement shall be recorded in writing and shall be known as a Salary Packaging Agreement. A sample Salary Packaging Agreement for personal contributions to superannuation is contained in Schedule 4.
- (c) A Salary Packaging Agreement shall be for a period of at least 12 months, unless a shorter period is mutually agreed between the Trust and the employee at the time of signing the Salary Packaging Agreement.
- (d) The Trust may vary the type and range of benefits available in Schedule 4. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the ~~Salary Packaging Agreement~~ immediately.

- (e) The value of the benefits provided in Schedule 4 may vary from time to time (e.g as a consequence of amendments to the taxation legislation). Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement immediately.
- (f) The salary that would apply in the absence of a Salary Packaging Agreement (as specified in Clause 9 of this Agreement) will be used to calculate:
- (i.) Workers compensation;
 - (ii.) Payment for unused leave;
 - (iii.) Any allowance or other payment;
- to which the employee is entitled under this Agreement

5.2F METHOD OF PAYMENT

5.2.2 Salaries are paid fortnightly through Electronic Funds Transfer (EFT).

5.3 ALLOWANCES

5.3.1 Additional allowances may be established for individual employee where there are special work requirements.

5.4 TRAVEL AND BUSINESS EXPENSES

5.4.1 Payment of travel and business expenses is intended to reimburse employees for actual costs incurred whilst travelling on official business.

5.4.2 All authorisations and reimbursement of expenses in relation to travel will be in accordance with the Trust's Travel & Expenses Policy.

5.4.3 To assist in the containment of costs the Trust will endeavour to arrange and pay for appropriate accommodation and any other travel expense in advance.

5.4.4 The travel and business expense rates are tied to the Public Service travel and meal allowance rates. Should there be any variation to these rates, or an award replacing it, the Trust's rates will be varied to give effect to any such variation from the specified operative date of the variation.

5.4.5 Reasonable expenses for accommodation, meals and other related travel expenses will be covered up to the upper the limit of these rates.

5.5 DISPLACED STAFF

5.5.1 The Trust is committed to achieving continuous improvement in the delivery of its services. If this results in restructuring and the displacement of employees the Trust will ensure that employees are given appropriate support to prepare for, identify and pursue alternative employment.

5.5.2 Displaced employees who are unable to be re-deployed within the Trust and elect to leave the organisation are entitled to redundancy payments as prescribed in the Trust's policy on displaced staff. These payments are linked to the NSW Public Sector Voluntary Redundancy Package. Should there be any variation to this package, or an award replacing it, the Trust's redundancy package will be varied to give effect to any such variation, from the operative date of the variation of the former package, or replacement package.

6 LEAVE ENTITLEMENTS**6.1 LEAVE****6.1A GENERAL**

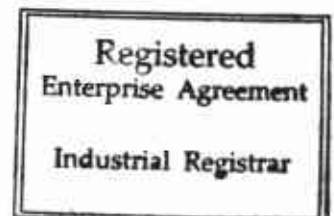
- 6.1.1 Schedule 5 details the Trust's leave entitlements. These are linked to those governed by the NSW Public Sector Management Act. Should there be any variation to those entitlements, or an award replacing it, the Trust's leave entitlements will be varied to give effect to any such variation from the operative date of the variation or replacement award.
- 6.1.2 It is the responsibility of the Trust and the employees to manage all leave entitlements in unison.
- 6.1.3 Unless otherwise specified, part-time employees will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- 6.1.4 Casual employees will be paid a 15% loading in lieu of all leave entitlements provided under this agreement, including sick and recreation leave but excluding extended leave.
- 6.1.5 The minimum period of leave available to be granted shall be a quarter day.
- 6.1.6 Where paid and unpaid leave available are combined, paid leave shall be taken before unpaid leave.
- 6.1.7 Unless otherwise specified in Schedule 5, the calculation of leave entitlements will be in accordance with the NSW Premier's Department Personnel Handbook.

6.1B ABSENCE FROM DUTY

- 6.1.8 An employee must not be absent from duty unless reasonable cause is shown.
- 6.1.9 If an employee is absent from duty because of illness or other emergency, the employee must notify or arrange for another person to notify the Trust as soon as possible of the employee's absence and the reason for the absence.
- 6.1.10 If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave and the Trust shall deduct from the pay of the employee the amount equivalent to the period of the absence.

6.1C APPLICATION FOR LEAVE

- 6.1.11 An application by an employee for leave under this clause will be made to and dealt with by the Trust.
- 6.1.12 The Trust will deal with the application for leave according to the wishes of the employee, if the operational requirements of the Trust permit this to be done.



7 HUMAN RESOURCES**7.1 OVERVIEW**

7.1.1 The Trust undertakes to provide a workplace where all employees have the opportunity to contribute and develop to their potential within the resources and opportunities available to the Trust.

7.1.2 The Trust will:

- (a) ensure that recruitment and selection practices are merit based and uphold equity principles;
- (b) provide a workplace that is non-discriminatory, efficient, free of harassment and is safe and healthy;
- (c) maximise the contribution of employees through equitable and reasonable access to appropriate training and development; and
- (d) maximise the contribution of employees through an effective and equitable performance management system.

7.2 INDUCTION

7.2.1 As part of the usual induction processes covering administration, procedural and operational matters employees will be advised of the Enterprise Agreement, Code of Conduct and other relevant documents.

7.3 MERIT PRINCIPLE

7.3.1 The objective of merit selection is to choose the best person for the job. The efficiency and effectiveness of the Trust depends on its ability to recruit, appoint and retain high performing employees capable of delivering programs designed to achieve strategic short and long term objectives.

7.3.2 Both parties agree that appointment will be based on a successful applicant having the best abilities, qualifications, experience, standard of work performance and personal qualities required to perform the work.

7.4 JOB EVALUATIONS

7.4.1 Positions will be evaluated from time to time in the following circumstances:

- (a) where the nature of a position is significantly changed or where a new position is created;
- (b) where a position falls vacant and it is necessary prior to advertising the vacancy;
- (c) at the request of an employee holding the position having regard to the recency of the previous evaluation of their position.

7.4.2 Both parties agree to regularly review employee position descriptions and should there be significant changes to the nature or purpose of the position, employees will be encouraged to actively participate in revising the position description to facilitate the job evaluation process

7.4.3 Where a position is evaluated at a higher level, the Trust will determine whether the position should be advertised or whether the incumbent employee, based on merit, should be directly appointed to the position.

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Enterprise Agreement

Industrial Registrar

7.5 PERFORMANCE MANAGEMENT

7.5.1 The Trust's Performance Management System is a principal management tool to assist the Trust in achieving its corporate goals and objectives. The Performance Management System will be managed and utilised to:

- (a) achieve the key accountabilities of the organisation;
- (b) transmit the Trust's corporate values to its employees. See Clause 3.3;
- (c) develop the skills and competency of its employees;
- (d) improve communication and performance throughout the organisation;
and
- (e) determine salary rewards and progression.

7.5.2 The key elements of the system are:

- (a) **Work Planning:** Each employee develops a Workplan with his or her supervisor for the forthcoming 12 months. A Workplan must include:
 - (i) four to six Key Accountability Areas (KAA's);
 - (ii) targets for each KAA that are achievable and placed in priority order;
- (b) **Training & Development Planning:** This gives the employee and the supervisor the opportunity to identify and plan appropriate training and development to improve skills and competencies.
- (c) **Performance Reviews:** These are formal assessments of the extent to which each employee achieves agreed workplan targets; the extent to which they have exhibited the Trust's values in their attitude and behaviour and the benefit of any training undertaken. The Performance Management System involves a progress review after six months and a annual performance review coinciding with each employee's anniversary of appointment or promotion to a position.

7.5.3 All types of leave will count for service for the review period with the exception of Leave Without Pay (LWOP) of greater than six months duration. The review date for employees affected by this sub-clause will be extended by the period of LWOP in excess of six months and this will become their new annual review date.

7.5.4 The continued success of the Trust is dependent upon the performance of its employees. The Trust therefore holds the reasonable expectation that all its employees will be competent and committed to their work and will, as a minimum, achieve a satisfactory level of performance.

7.5.5 Under the Trust's Performance Management System, employee performance may be assessed as outstanding, creditable, satisfactory, needs improvement or unacceptable. Assessment is based on completion of Workplan targets and the manner in which the employee undertakes their work in relation to the Trust values. Performance is defined as:

- (a) **Outstanding:** Where the performance of an employee has substantially exceeded Workplan targets across all KAAs and the employee has shown exemplary commitment to all Trust values relevant to his/her work.



- (b) **Creditable:** Where the performance of an employee has exceeded the majority of Workplan targets and the employee has shown major commitment to the Trust values relevant to his/her work.
 - (c) **Satisfactory:** Where the performance of an employee has met Workplan targets and has shown adequate commitment to the Trust values relevant to his/her work.
 - (d) **Needs Improvement:** Where the performance of an employee is marginally below that needed to meet Workplan Targets and/or the employee has not fully integrated relevant Trust values into his/her work.
 - (e) **Unsatisfactory:** Where the performance of an employee has been substantially below that required to meet Workplan targets and/or work has been performed in a manner contrary to Trust values.
- 7.5.6 Achievement at a satisfactory level of performance ensures maintenance of the employee's current salary level. Achievement of creditable or outstanding performance will result in an increased financial benefit by way of a salary progression or SPP. See Clause (5.2E).
- 7.5.7 Achievement at a level less than satisfactory requires the supervisor to identify causes for poor performance and through a joint problem solving approach with the employee identify initiatives that can lead to the employee achieving the targets in the Workplan.
- 7.5.8 If an employee is not satisfied with the outcome of their annual performance review they may seek recourse through the Trust's grievance procedures.
- 7.5.9 Full details of the scheme are provided in the Trust's Performance Management System policies and procedures document.
- 7.5.10 Both parties to this Agreement will ensure, through the Joint Consultative Committee, that during the term of this Agreement, the Trust's Performance Management System is subject to regular reviews to ensure objectivity and equity in the management and application of the system.
- 7.6 DISCIPLINE**
- 7.6.1 The Trust's objective is to develop a committed and motivated workforce through the application of best practice human resource management procedures, including a positive approach to discipline.
- 7.6.2 Failure to comply with the Code of Conduct for Trust Employees represents grounds for discipline.
- 7.6.3 Action may take the form of warnings, deferment/withholding of salary progression, reduction in pay, removal from a position, suspension with pay, suspension without pay or dismissal.
- 7.6.4 In all cases the procedures as set out in the Trust's Discipline Policy should be followed.
- 7.7 COMPETENCY IDENTIFICATION AND TRAINING**
- 7.7.1 Competencies are the core and occupational skills that are identified as being required to effectively carry out the tasks and responsibilities of a position to achieve desired outcomes.

7.7.2 Both parties are committed to the on-going development of competency identification, reflective of the corporate values of the organisation, and subsequent competency based training.

7.8 STUDY ASSISTANCE & PROFESSIONAL DEVELOPMENT

7.8.1 Both parties accept that responsibility for career development is recognised as being a joint responsibility between the Trust and employees. The Trust is committed to assisting employees to undertake personal and professional development through courses of study to ensure relevant competencies exist across the organisation.

7.8.2 Study Assistance and Professional Development will:

- (a) be equally accessible to all employees within the operational constraints and needs of the organisation.
- (b) be granted only where the claimed advantages to be gained are considered relevant to the Trust.
- (c) be available as study and examination leave and financial assistance as detailed in the Trust's study assistance policy guidelines.

7.9 HIGHER DUTIES

7.9.1 Selection of an employee for higher duties is to be based on merit. Consideration will also be given to providing developmental opportunities for employees.

7.9.2 For the purpose of paying a higher duties allowance, an absence of a particular employee may require another employee to undertake part or all of those duties and responsibilities.

7.9.3 A Higher Duties Allowance is payable where an employee satisfactorily performs duties and responsibilities of a higher graded position for a minimum of five consecutive working days.

7.10 WORKING FROM HOME

7.10.1 Circumstances may arise where approval is granted by the Trust for an employee to work from home rather than attend the office.

7.11 EMPLOYEE ASSISTANCE PROGRAM

7.11.1 The Trust recognises that the personal problems of employees and their families may have a major impact on work performance.

7.11.2 During the life of the Agreement the Trust will fund an independent, confidential counselling service which will provide counselling free of charge to employees and their families for a wide range of personal and/or work related problems.

7.11.3 In addition counselling will be extended to employees requiring assistance where they have been affected by traumatic incidents.

7.11.4 Employees may self-refer or be referred by their supervisor.

<p style="text-align: center;">Registered Enterprise Agreement</p> <p style="text-align: center;">Industrial Registrar</p>
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SCHEDULE 1

Registered
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Agreement	The Hawkesbury-Nepean Catchment Management Trust's Enterprise Agreement made pursuant to the provisions to Sections 32-47 of the Industrial Relations Act, 1996.
Catchment Management Act	The Catchment Management Act 1989. This defines TCM, the memberships and functions of Trusts and Catchment Management Committees.
Ecologically Sustainable Development (ESD)	ESD is defined as "using, conserving and enhancing the community's resources so that ecological processes, on which life depends, are maintained and restored, and the quality of life, now and in the future, can be increased".
Employees	All persons permanently, temporarily or casually employed by the Hawkesbury-Nepean Catchment Management Trust.
Grievance Mediators	Supervisors delegated to undertake grievance mediation.
Joint Consultative Committee	A committee formed with employer and employee representatives to consult and make recommendations designed to enhance productivity and the workplace environment.
Key Accountability Area (KAA)	These are the main areas of responsibility identified within each employee's workplan.
Performance Management	A systematic and regular process for planning and reviewing the performance of an individual employee.
Supervisor	A person who occupies a position that has been delegated with the management responsibilities of particular positions.
Total Catchment Management (TCM)	The co-ordinated and sustainable use and management of land, water and vegetation and other natural resources on a water catchment basis so as to balance resource utilisation and conservation.
Trust	The Hawkesbury-Nepean Catchment Management Trust.
Trustees	Persons appointed to the Hawkesbury-Nepean Catchment Management Trust by the Governor upon the recommendation of the Minister of Land & Water Conservation under the provisions of the Catchment Management Act 1989.
Trust Regulation	The Hawkesbury-Nepean Catchment Management Trust Regulation gazetted on 1 July 1993. This defines the purpose and functions of the Trust.
Work-value	The monetary value of a position as determined through the Trust's Job Evaluation System.

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Industrial Registrar**

SCHEDULE 2

**Registered
Enterprise Agreement
Industrial Registrar**

Signatories to the Agreement

AGREEMENT IS MADE AT SYDNEY ON THE 2nd DAY
OF June 1999.

Signed for and on behalf of the
EMPLOYEES OF THE
HAWKESBURY-NEPEAN
CATCHMENT MANAGEMENT
TRUST

in the presence of



B. Dixon



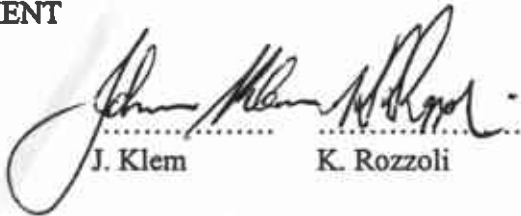
L. Eves



D. Cameron

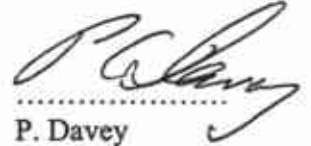
Signed for and on behalf of the
THE HAWKESBURY-NEPEAN
CATCHMENT MANGEMENT
TRUST

in the presence of:



J. Klem

K. Rozzoli



P. Davey



Schedule 3
FLEXIBLE WORKING HOURS

Registered
Enterprise Agreement
Industrial Registrar

1. POLICY STATEMENT

- 1.1. The Trust recognises that flexibility in working hours for its employees is integral to the effective and efficient conduct of its business.
- 1.2. It is therefore the policy of the Trust to have in place and to effectively administer a flexible working hours scheme which:
- (a) accommodates those clients who require access to Trust services outside normal business hours (particularly community groups);
 - (b) enables employees to meet work demands that cannot be accommodated within normal business hours;
 - (c) recognises the need for employees to balance work and personal priorities;
 - (d) fairly compensates employees (by way of time-in-lieu) for time worked in excess of ordinary hours;
 - (e) contributes to the maintenance of high morale amongst employees.

2. PRINCIPLES OF THE SCHEME

- 2.1. The flexible working hours scheme detailed herein operates on the following:
- (a) parity with other comparable organisations;
 - (b) effective work planning;
 - (c) mutual responsibility for effective management of all leave entitlements.

3. LEAVE MANAGEMENT

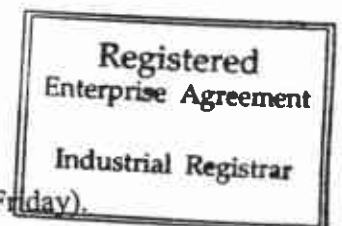
- 3.1. The scheme confers responsibility on both the Trust and its employees to ensure its effective and equitable implementation. In particular it confers mutual responsibility on supervisors and individual employees to manage all leave entitlements (including time-in-lieu and recreation leave) in unison to avoid abuse and forfeiture.

4. DEFINITIONS

- 4.1. "*Accrued Work Time*" is all time worked by the employee during the settlement period.
- 4.2. "*Time-in-Lieu*" is the accrued work time that an employee may absent themselves from work with the agreement of their supervisor during which no time is credited towards the employee's Accrued Work Time.

5. SETTLEMENT PERIOD AND ORDINARY HOURS

- 5.1. The settlement period is four weeks.
- 5.2. Ordinary hours for full time staff are 35 hours per week (Monday - Friday).
- 5.3. Ordinary hours for part time staff are less than 35 hours per week (Monday - Friday).



- 5.4. Standard hours are 35 hours per week between 8.30 am and 4:30 pm, Monday to Friday with one hour for lunch.

6. STAFFING LEVELS AND HOURS WORKED

- 6.1. Employees and supervisors must agree on the employees starting and finishing times. In doing so both parties are to ensure that adequate staffing levels are available to provide a full range of client services during normal business hours.
- 6.2. Employees and supervisors may negotiate starting and finishing times to accommodate the employees particular work arrangements. It is recognised that this may vary during the year to accommodate work demands.
- 6.3. It is recognised that due to the nature of the Trust's work, employees may be required on occasions to work in excess of the defined ordinary hours of work.
- 6.4. All employees are entitled to work a minimum of seven hours on any day. An employee cannot be directed to work less than seven hours on any day. An employee may choose to work less than seven hours in one day with the agreement of the supervisor.
- 6.5. An employee should not work in excess of 11 hours on any day.
- 6.6. An employee may elect to work standard hours.
- 6.7. The Trust may require an employee to work standard hours where cause is shown that the employee has not observed the Flexible Working Hours conditions.

7. LUNCH AND MEAL BREAKS

- 7.1. No employee should work greater than five continuous hours without a meal break.
- 7.2. Meal breaks must be of at least 30 minutes duration with an entitlement of up to one hour. Provided client service is maintained, a longer lunch break may be taken with the supervisor's approval. Lunch breaks may be taken between 11:30 am and 2:30 p.m. Dinner breaks may be taken between 5.30 p.m. and 7.30 p.m.

8. ACCRUAL OF WORK TIME (AWT)

- 8.1. All time worked during the settlement period in accordance with the provisions shall count towards the employees Accrued Work Time (AWT).
- 8.2. An employee should have at least 140 hours of AWT at the conclusion of the settlement period.
- 8.3. Where AWT is less than 140 hours at the end of the settlement period the employee will be required to submit a form for recreation leave equal to the amount of the shortfall. Should the employee have no such leave available, leave without pay (LWOP) for the amount of time below 140 hours will apply and the LWOP will be credited to the AWT total.

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- 8.4. An employee may accumulate up to a maximum of 70 hours in excess of the 140 hours in a settlement period and carry forward these hours to the next settlement period.
- 8.5. Where an employee already has 70 hours in credit any additional hours will be forfeited.

9. TIME-IN-LIEU ENTITLEMENTS (TIL)

- 9.1. All time-in-lieu granted shall be at the convenience of the Trust. Requests for time-in-lieu will be discussed and negotiated between the employee and their supervisor. Reasonable notice will be given and the supervisor's approval obtained prior to proceeding on time-in-lieu.
- 9.2. It is necessary for an employee to have a credit balance when taking time-in-lieu.
- 9.3. Time-in-Lieu may be taken immediately before, and/or after, a period of recreation leave or any other form of approved leave.
- 9.4. Time-in-Lieu may be taken on consecutive working days, irrespective of whether these days are in different settlement periods.
- 9.5. The maximum number of time-in-lieu days that may be taken during a 12 month period is 26 days.
- 9.6. Only one period of time-in-lieu in excess of five days but no more than ten days may be taken as a block in a 12 month period.
- 9.7. All other time-in-lieu is restricted to periods of no more than five days during a settlement period.
- 9.8. Time-in-Lieu is required to be taken in half or full day periods.
- 9.9. An employee may be requested by their supervisor to take time-in-lieu if the maximum credit accrual is likely to be exceeded during or by the end of a settlement period.

10. PRO-RATA TIME-IN-LIEU ACCUMULATION AND CARRY OVER FOR PART-TIME EMPLOYEES

- 10.1. An employee who changes from full-time to part-time work, may be permitted to exhaust accumulated time-in-lieu entitlements prior to commencing part-time work, or have any existing credit balance carried over. Future entitlements for time-in-lieu from this balance shall be calculated on the basis of full-time work until exhausted.
- 10.2. An employee who changes from part-time to full-time employment may be permitted to exhaust accumulated time-in-lieu entitlements prior to commencing full-time work, or carry over the entitlement, which continues until exhausted.
- 10.3. A part time employee working under flexible working hours arrangements may accrue up to the maximum pro-rata credit entitlements. *For Example: An*

employee who works 28 hours per week would be entitled to a maximum credit of 56 hours.

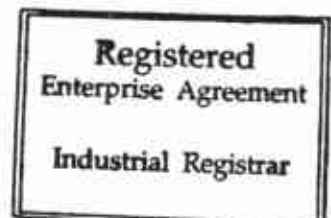
- 10.4. A part time employee working under flexible working hours arrangements may be entitled to a maximum number of time-in-lieu days during a 12 month period based on the pro-rata hours worked during the week. *For Example: An employee who works 28 hours per week would be entitled to 20.5 days during a 12 month period.*
- 10.5. A part time employee working under flexible working hours arrangements may be entitled to one block period of time-in-lieu in excess of five days but no more than ten days in a 12 month period based on the pro-rata hours worked during the week. *For Example: An employee who works 28 hours per week would be entitled to one block of 56 hours during a 12 month period.*
- 10.6. All other time-in-lieu for a part time employee working under flexible working hours arrangements is restricted to periods of no more than five days during a settlement period based on the pro-rata hours worked during the week. *For Example: An employee who works 28 hours per week would be entitled to periods of no more than 28 hours during a settlement period.*

11. TERMINATION OF SERVICE

- 11.1. The Trust shall ensure as far as practicable, that an employee is given the opportunity to eliminate accumulated credit hours, by way of time-in-lieu prior to the completion of their last day of service. No cash payment will be made for accumulated time-in-lieu.
- 11.2. The Trust shall debit an employee's accumulated recreation leave or extended leave (minimum of a quarter day), or monies owing, against debit hours accumulated by an employee at the completion of the last day of service with the Trust.

12. GRIEVANCE MANAGEMENT OF THE FLEXIBLE WORKING AGREEMENT

Employees who are in conflict or have a grievance with the coverage of this Agreement should use the procedures identified in the Grievance Resolution Procedures.



Schedule 4

SALARY MATTERS

- A. Salary Scales for Permanent and Temporary Employees**
- B. Pay Rates for Casual Employees**
- C. List of Benefits under Salary Packaging Arrangements**
- D. Sample Salary Packaging Form for Superannuation**
- E. Salary Levels of Positions on the Trust's Permanent Establishment**

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A. SALARY SCALES @ 1 January 1999 (inclusive of Leave Loading)

	Salary Points – Annual Salary \$						
	1	2	3	4	5	6	7
Class 1	18,844 (6)	24,225 (11)	26,597 (19)	28,233 (24)	29,471 (29)	31,029 (35)	32,503 (40)
Class 2	32,503 (40)	34,293 (46)	36,285 (52)	37,630 (56)			
Class 3	36,285 (52)	37,630 (56)	39,493 (61)	40,726 (64)			
Class 4	39,493 (61)	40,726 (64)	42,287 (68)	43,996 (72)			
Class 5	42,287 (68)	43,996 (72)	45,752 (76)	47,057 (79)			
Class 6	45,752 (76)	47,057 (79)	48,984 (83)	50,380 (86)			
Class 7	48,984 (83)	50,380 (86)	51,947 (89)	54,020 (93)			
Class 8	51,947 (89)	54,020 (93)	55,755 (96)	57,476 (99)			
Class 9	55,755 (96)	57,476 (99)	59,187 (102)	60,887 (105)			
Class 10	59,187 (102)	60,887 (105)	62,736 (108)	65,233 (112)			
Class 11	62,736 (108)	65,233 (112)	67,148 (115)	69,921 (119)			
Class 12	67,148 (115)	69,921 (119)	71,894 (122)	75,109 (126)			
Class 13	71,894 (122)	75,109 (126)	77,554 (129)	79,521			
Class 14	77,554	79,521	83,072	85,066			

Note: The number in brackets indicate the NSW Public Service Common Salary Points.

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B. PAY RATES FOR CASUAL EMPLOYEES

	Salary Points - Hourly Rate \$						
	1	2	3	4	5	6	7
Class 1	11.7483 (6)	15.1029 (11)	16.5821 (19)	17.6020 (24)	18.3735 (29)	19.3453 (35)	20.2640 (40)
Class 2	20.2640 (40)	21.3799 (46)	22.6221 (52)	23.4606 (56)			
Class 3	22.6221 (52)	23.4606 (56)	24.6220 (61)	25.3910 (64)			
Class 4	24.6220 (61)	25.3910 (64)	26.3641 (68)	27.4294 (72)			
Class 5	26.3641 (68)	27.4294 (72)	28.5244 (76)	29.3376 (79)			
Class 6	28.5244 (76)	29.3376 (79)	30.5395 (83)	31.4095 (86)			
Class 7	30.5395 (83)	31.4095 (86)	32.3864 (89)	33.6786 (93)			
Class 8	32.3864 (89)	33.6786 (93)	34.7603 (96)	35.8332 (99)			
Class 9	34.7603 (96)	35.8332 (99)	36.9005 (102)	37.9601 (105)			
Class 10	36.9005 (102)	37.9601 (105)	39.1126 (108)	40.6696 (112)			
Class 11	39.1126 (108)	40.6696 (112)	41.8638 (115)	43.5926 (119)			
Class 12	41.8638 (115)	43.5926 (119)	44.8222 (122)	46.8271 (126)			
Class 13	44.8222 (122)	46.8271 (126)	48.3512 (129)	49.5776			

Note: The number in brackets indicate the NSW Public Service Common Salary Points

Example of the pay calculation for casual employees:

	Base Salary Rate – Class 4.1	\$39,493 p.a.	
<u>Less</u>	Annual Leave Loading	\$526 p.a.	Base Salary / annual leave loading factor (i.e. \$39,493 / 1.0135)
		\$38,967 p.a.	Normalised annual salary rate
<u>Plus</u>	15% Casual Loading	\$5,845	
	Grossed- up annualised casual rate	\$44,812	
	Weekly Equivalent	\$861.76	Grossed- up annualised casual rate / 52
	Hourly Equivalent	\$24.62	Weekly Equivalent / 35

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C. List of Benefits under Salary Packaging Arrangements

- (i) Superannuation;
- (ii) Child care;
- (iii) Professional subscriptions;
- (iv) Motor vehicles.

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D. Sample Salary Packaging Form for Superannuation



**SALARY PACKAGING ELECTION FORM
- Personal Superannuation**

Employee Name: _____

Current Super Scheme: _____ **Super Number:** _____

1. Base Annual Salary	\$	EMPLOYER USE ONLY
2. Annual Salary Sacrifice for Superannuation (The amount sacrificed for superannuation contributions must not exceed 30% of superannuable salary).		
3. Adjusted Annual Base Salary (1-2)		
4. Superannuation fund to which contributions are to be made:		

DECLARATION BY EMPLOYEE:

I _____ hereby certify that I have obtained independent financial advice in relation to this salary sacrifice election or I have not obtained financial advice but I fully understand the implications of my election.

I understand that superannuation benefits derived from salary sacrifice contributions will constitute "preserved" benefits. As such, the benefits generally will not be able to be accessed by me until retirement from the workforce after having attained the requisite age (currently 55).

Further, I understand that any benefit that may be generated in the nominated superannuation fund by my salary sacrifice contributions is dependent on factors (eg. fund earnings rates and charges) beyond the control of my employer. My employer can in no way guarantee the benefit to be derived from my salary sacrifice superannuation contributions.

I also understand that this election will remain in force for a period of at least 12 months, unless a shorter period is mutually agreed between the Trust at the time of signing this agreement. It will not automatically be amended for changes to my salary, nor will it be amended automatically should there be any changes to the tax regime as it applies to superannuation or salary sacrifice arrangements generally.

.....
Signature of Employee

.....
Witness

Date:



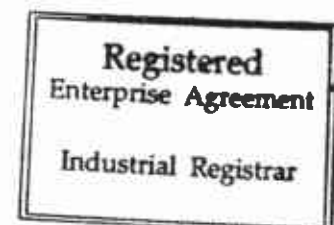
E. SALARY LEVELS OF PERMANENT POSITIONS ON THE TRUST'S ESTABLISHMENT

Position Title	Class Level
• Chief Executive Officer	Equivalent SES Level 2
• Program Leader Catchment Planning	14
• Program Leader Catchment Assessment	13
• Program Leader Catchment Management	13
• Program Leader Catchment Education & Community Support	12
• Manager Business Services	11
• Senior Environmental Planning Officer	10
• Senior Environmental Officer – Catchment Assessment	9
• Senior Environmental Scientist/Engineer	9
• Local Government Catchment Management Co-ordinator	9
• TCM Support Officer	8
• South Creek CMC Co-ordinator	7/8
• Environmental Planning Officer	4/7
• Community Action Co-ordinator	4/7
• Community Education Officer	4/7
• Streamwatch Co-ordinator	4/7
• Cattai CMC Co-ordinator	4/7
• Upper Nepean CMC Co-ordinator	4/7
• Berowra CMC Co-ordinator	4/7
• Cowan CMC Co-ordinator	4/7
• Blue Mountains CMC Co-ordinator	4/7

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Position Title	Class Level
• Middle Nepean-Hawkesbury CMC Co-ordinator	4/7
• Network System Administrator	5/6
• Senior Administration Officer	5/6
• Environmental Officer Catchment Assessment	5/6
• Librarian	5/6
• Executive Secretary	5
• Natural Resource Officer – Catchment Management	4
• Administration Officer – Windsor	2/3
• Receptionist/Clerical Officer	1/2
• Typist/Clerical Officer	1/2
• Administration/ Support Officer – Penrith	2
• Administration/ Support Officer – Cattai	2
• Administration/ Support Officer – Hornsby	2
• Administration/ Support Officer – Upper Nepean	2



Schedule 5
LEAVE ENTITLEMENTS

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1. RECREATION LEAVE

1.1 GENERAL

It is agreed that the taking of leave on a regular basis is important to the health and well being of employees and to the efficient and effective operation of the Trust.

Employees can accumulate recreation leave up to eight weeks. However, with the approval of the Trust, individual employees may accumulate recreation leave in excess of eight weeks where special circumstances exist, such as, workload demands or personal circumstances. This approval is subject to a mutually agreed management plan being developed to reduce the accrued leave to an acceptable level below eight weeks.

1.2 ACCRUAL

Except where stated otherwise in this agreement, recreation leave for full-time and part-time employees accrues at the rate of 20 working days per year. Employees working part-time accrue recreation leave on a pro rata basis, which will be determined on the average weekly hours worked.

Recreation leave accrues from day to day.

1.3 MANAGEMENT OF ACCUMULATED RECREATION LEAVE

It is the responsibility of the Trust and the employees to manage all leave entitlements.

At least two weeks of recreation leave (or a combination of recreation leave and public holidays, time-in-lieu, extended leave or, if the employee elects, leave without pay) will be taken by an employee every 12 months, except by agreement with the Trust in special circumstances.

The Trust will inform each employee in writing on a regular basis of his or her recreation leave accumulation. Timely advice shall be provided to help ensure the employee does not accumulate more than eight weeks recreation leave.

After taking into account the wishes of the employee, the Trust may direct an employee to take accrued recreation leave at a time convenient to the Trust.

Where operational requirements permit, the application for leave will be dealt with by the Trust according to the wishes of the employee.

If, due to special circumstances, an employee is unable to or is prevented from taking sufficient recreation leave to reduce the leave to below eight weeks, a mutually agreed management plan shall be developed by the Trust and the employee that provides for the reduction of the leave to an acceptable level below eight weeks.

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1.4 MISCELLANEOUS

Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).

Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except where specified below.

Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers' Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding five full-time working days, or their part-time equivalent, in any 12 month period.

The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to above will be calculated to an exact quarter-day (fractions less than a quarter being rounded down).

Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.

On cessation of employment, an employee is entitled to be paid the money value of accrued recreation leave that remains untaken. This can be taken as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

1.5 DEATH

Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death will be paid to the employee's nominated beneficiary.

Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-

- (a) to the widow or widower of the employee; or
- (b) if there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- (c) if there is no such widow, widower or children, to the person who, in the opinion of the Trust was, at the time of the employee's death, a dependent relative of the employee; or
- (d) if there is no person entitled, as specified above, to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment will be made to the personal representative of the employee.

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2. SICK LEAVE

If the Trust is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Trust:

- (a) will grant to the employee sick leave on full pay; and
- (b) may grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee to sick leave on full pay.

2.1 ENTITLEMENTS

Sick leave on full pay accrues to an employee at the rate of 15 days each calendar year. Any leave which is not taken accumulates.

Sick leave on full pay accrues at the beginning of the calendar year. If an employee is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.

Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.

When determining the amount of sick leave accrued, sick leave granted on less than full pay will be converted to its full pay equivalent.

2.2 PAYMENT DURING THE INITIAL THREE MONTHS OF SERVICE

Paid sick leave which may be granted to an employee, in the first three months of service will be limited to five days' paid sick leave, unless the Trust approves otherwise. Paid sick leave in excess of five days granted in the first three months of service will be supported by a satisfactory medical certificate.

3. SICK LEAVE - WORKERS' COMPENSATION

The Trust will advise each employee of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and will give such assistance and advice, as necessary, in the lodging of any claim.

An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers' Compensation Act 1987*, will be required to lodge a claim for any such compensation.

Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Trust will assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.

The Trust will ensure that, once received by the Trust, an employee's worker's compensation claim is lodged by the Trust with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.

Pending the determination of that claim and on production of an acceptable medical certificate, the Trust will grant sick leave on full pay for which the

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employee is eligible followed, if necessary, by sick leave without pay or, at the employee's choice by accrued recreation leave or extended leave.

If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim will be restored to the credit of the employee.

An employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way will be debited against the employee.

If an employee notifies the Trust that they do not intend to make a claim for any such compensation, the Trust will consider the reasons for the employee's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee will not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.

If the Trust provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and, without good reason, the employee fails to resume or perform such duties, the employee will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

No further sick leave will be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.

Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:-

- (a) the employee's claim for workers' compensation;
- (b) the conduct of a medical examination by a Government or other Medical Officer;
- (c) a medical certificate issued by the examining Government or other Medical Officer; or
- (d) action taken by the Trust either under the *Workers' Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

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4. SICK LEAVE - OTHER THAN WORKERS' COMPENSATION

If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:-

- (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Trust to the employee; and
- (b) in the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Trust the monetary value of any such period of sick leave.

Sick leave on full pay will not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Trust is satisfied that the refusal or failure is unavoidable.

On repayment to the Trust of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, will be restored to the credit of the employee.

5. SICK LEAVE - REQUIREMENTS FOR MEDICAL CERTIFICATE

An employee absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Trust in respect of the absence.

An employee will be put on notice in advance if required by the Trust to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.

If there is any concern about the reason shown on the medical certificate, the Trust, after discussion with the employee, may refer the medical certificate and the employee's application for leave to the Government Medical Officer for advice.

The nature of the leave to be granted to an employee will be determined by the Trust on the advice of the Government Medical Officer.

If sick leave applied for is not granted, the Trust must, as far as practicable, take into account the wishes of the employee when determining the nature of the leave to be granted.

An employee may elect to have an application for sick leave dealt with confidentially by the Government Medical Officer.

If an employee who is absent on recreation leave or extended leave, furnishes to the Trust a satisfactory medical certificate in respect of an illness which occurred during the leave, the Trust may, subject to the provisions of this clause, grant sick leave to the employee as follows:

- (a) in respect of recreation leave, the period set out in the medical certificate;

- (b) in respect of extended leave, the period set out in the medical certificate if such period is five working days or more.

This applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

Requirements for medical certificates in relation to sick leave will apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Trust's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

6. SICK LEAVE TO CARE FOR A FAMILY MEMBER

Where family and community service leave (see Clause 10) provided for has been exhausted, an employee with responsibilities to a family member who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

The sick leave will initially be taken from the current year's leave entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Trust may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

If required by the Trust, the employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.

The entitlement to use sick leave in accordance with this subclause is subject to:-

- (a) the employee being responsible for the care and support of the person concerned; and
- (b) the person concerned being:-
- (i) a spouse of the employee; or
 - (ii) a defacto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (iii) 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 staff member or of spouse or of defacto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:
 - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;



- “affinity” means a relationship that one spouse or partner has to the relatives of the other; and
- “household” means a family group living in the same domestic dwelling.

7. MATERNITY LEAVE

An employee who is pregnant will, subject to this clause, be entitled to be granted maternity leave as follows:

- (a) for a period up to nine weeks prior to the expected date of birth; and
- (b) for a further period of up to 12 months after the actual date of birth.

An employee who has been granted maternity leave may, with the permission of the Trust, take leave after the actual date of birth:

- (a) full-time for a period of up to 12 months; or
- (b) part-time for a period of up to two years; or
- (c) as a combination of full-time and part-time over a proportionate period of up to two years.

An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

An employee who resumes duty before her child’s first birthday or on the expiration of 12 months from the date of birth of her child will be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.

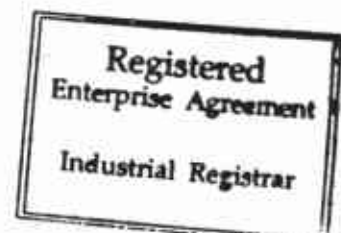
If the position occupied by the employee immediately prior to maternity leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee will be appointed to a position of the same grade and classification as the employee’s former position.

An employee who:

- (a) applied for maternity leave within the time and in the manner determined by the Trust; and
- (b) prior to the expected date of birth, completed not less than 40 weeks’ continuous service,

will be paid at her ordinary rate of pay for a period not exceeding nine weeks or the period of maternity leave taken, whichever is the lesser period.

Except where provided, maternity leave will be granted without pay.



8. PARENTAL LEAVE

An employee is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:

- (a) short parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the spouse's or partner's pregnancy;
- (b) extended parental leave - for a period not exceeding 12 months, less any short parental leave already taken by the employee as provided for above, in order to assume the primary care giving responsibilities.

Extended parental leave may commence at any time up to two years from the date of birth of the child.

An employee who has been granted parental leave may, with the permission of the Trust, take such leave:

- (a) full-time for a period not exceeding 12 months; or
- (b) part-time over a period not exceeding two years; or
- (c) partly full-time and partly part-time over a proportionate period of up to two years.

An employee who resumes duty immediately on the expiration of parental leave shall:

- (a) if the position occupied by the employee immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
- (b) if the position occupied by the employee has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee will be appointed to a position of the same grade and classification as the employee's former position.

Parental leave will be granted without pay.

9. ADOPTION LEAVE

An employee adopting a child and who will be the primary care giver will be entitled to be granted adoption leave:

- (a) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- (b) for such period, not exceeding 12 months on a full-time basis, as the Trust may determine, if the child has commenced school at the date of the taking of custody.

An employee who has been granted adoption leave may, with the permission of the Trust, take leave:

- (a) full-time for a period not exceeding 12 months; or

- (b) part-time over a period not exceeding two years; or
- (c) partly full-time and partly part-time over a proportionate period of up to two years.

Adoption leave will commence on the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the employee.

An employee who resumes duty immediately on the expiration of adoption leave shall:

- (a) if the position occupied by the employee immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
- (b) if the position so occupied by the employee has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee will be appointed to a position of the same grade and classification as the employee's former position.

An employee who will be the primary care giver from the date of taking custody of the adopted child will be entitled to payment at the ordinary rate of pay for a period of three weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period if the employee:

- (a) applied for adoption leave within the time and in the manner determined by the Trust; and
- (b) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.

Except as provided above, adoption leave will be granted without pay.

Special Adoption Leave - An employee will be entitled to special adoption leave without pay for up to two days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, time-in-lieu or family and community service.

10. FAMILY AND COMMUNITY SERVICE LEAVE

The Trust will, in the case of emergencies or in personal or domestic circumstances, grant to an employee some or all of the available family and community service leave on full pay.

Such cases may include but not be limited to the following:-

- (a) compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
- (b) accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an employee from reporting for duty;

- (d) other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- (e) attendance at court by an employee to answer a charge for a criminal offence, if the Trust considers the granting of family and community service leave to be appropriate in a particular case;
- (f) employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games);
- (g) employees who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.

The maximum amount of family and community service leave on full pay which may be granted to an employee will be the greater of the leave provided for in (a) or (b) below.

- (a) 2.5 of the employee's working days in the first year of service and, on completion of the first year's service, five of the employee's working days in any period of two years; or
- (b) after the completion of two years' continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the employee.

If available family and community service leave is exhausted as a result of natural disasters, the Trust will consider applications for additional family and community service leave, if some other emergency arises. On the death of a family member additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an employee.

In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave will be granted when paid family and community service leave has been exhausted.

11. OBSERVANCE OF ESSENTIAL RELIGIOUS OR CULTURAL OBLIGATIONS

An employee of:

- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation, extended leave to credit, time-in-lieu or leave without pay to do so.

Provided adequate notice as to the need for leave is given by the employee to the Trust and it is operationally convenient to release the employee from duty, the Trust must grant the leave applied for by the employee in terms of this clause.

An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Trust, subject to:

- (a) adequate notice being given by the employee;
- (b) prior approval being obtained by the employee; and
- (c) the time off being made up in the manner approved by the Trust.

12. EXTENDED LEAVE

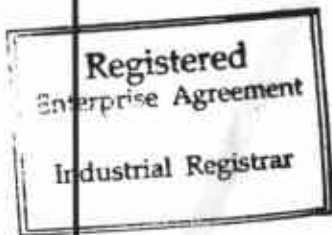
12.1 ENTITLEMENT

Employees of the Trust shall be entitled to extended leave in accordance with the provisions of the Public Sector Management Act.

12.2 CALCULATION

All extended leave calculations shall be calculated as per the Extended Leave Accrual Table and taken on a working day basis.





Extended Leave Accrual Table (Working Days)

Years	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
	<i>five to ten years service</i>											
5	22.0	22.4	22.7	23.1	23.5	23.8	24.2	24.6	24.9	25.3	25.7	26.0
6	26.4	26.8	27.1	27.5	27.9	28.2	28.6	29.0	29.3	29.7	30.1	30.4
7	30.8	31.2	31.5	31.9	32.3	32.6	33.0	33.4	33.7	34.1	34.5	34.8
8	35.2	35.6	35.9	36.3	36.7	37.0	37.4	37.8	38.1	38.5	38.9	39.2
9	39.6	40.0	40.3	40.7	41.1	41.4	41.8	42.2	42.5	42.9	43.3	43.6
	<i>After ten years service</i>											
10	44.0	44.9	45.8	46.8	47.7	48.6	49.5	50.4	51.3	52.3	53.2	54.1
11	55.0	55.9	56.8	57.8	58.7	59.6	60.5	61.4	62.3	63.3	64.2	65.1
12	66.0	66.9	67.8	68.8	69.7	70.6	71.5	72.4	73.3	74.3	75.2	76.1
13	77.0	77.9	78.8	79.8	80.7	81.6	82.5	83.4	84.3	85.3	86.2	87.1
14	88.0	88.9	89.8	90.8	91.7	92.6	93.5	94.4	95.3	96.3	97.2	98.1
15	99.0	99.9	100.8	101.8	102.7	103.6	104.5	105.4	106.3	107.3	108.2	109.1
16	110.0	110.9	111.8	112.8	113.7	114.6	115.5	116.4	117.3	118.3	119.2	120.1
17	121.0	121.9	122.8	123.8	124.7	125.6	126.5	127.4	128.3	129.3	130.2	131.1
18	132.0	132.9	133.8	134.8	135.7	136.6	137.5	138.4	139.3	140.3	141.2	142.1
19	143.0	143.9	144.8	145.8	146.7	147.6	148.5	149.4	150.3	151.3	152.2	153.1
20	154.0	154.9	155.8	156.8	157.7	158.6	159.5	160.4	161.3	162.3	163.2	164.1

Years	Accrual per week - 0.2108 days										Months	
	0	1	2	3	4	5	6	7	8	9	10	11
	<i>After ten years service</i>											
21	165.0	165.9	166.8	167.8	168.7	169.6	170.5	171.4	172.3	173.3	174.2	175.1
22	176.0	176.9	177.8	178.8	179.7	180.6	181.5	182.4	183.3	184.3	185.2	186.1
23	187.0	187.9	188.8	189.8	190.7	191.6	192.5	193.4	194.3	195.3	196.2	197.1
24	198.0	198.9	199.8	200.8	201.7	202.6	203.5	204.4	205.3	206.3	207.2	208.1
25	209.0	209.9	210.8	211.8	212.7	213.6	214.5	215.4	216.3	217.3	218.2	219.1
26	220.0	220.9	221.8	222.8	223.7	224.6	225.5	226.4	227.3	228.3	229.2	230.1
27	231.0	231.9	232.8	233.8	234.7	235.6	236.5	237.4	238.3	239.3	240.2	241.1
28	242.0	242.9	243.8	244.8	245.7	246.6	247.5	248.4	249.3	250.3	251.2	252.1
29	253.0	253.9	254.8	255.8	256.7	257.6	258.5	259.4	260.3	261.3	262.2	263.1
30	264.0	264.9	265.8	266.8	267.7	268.6	269.5	270.4	271.3	272.3	273.2	274.1
31	275.0	275.9	276.8	277.8	278.7	279.6	280.5	281.4	282.3	283.3	284.2	285.1
32	286.0	286.9	287.8	288.8	289.7	290.6	291.5	292.4	293.3	294.3	295.2	296.1
33	297.0	297.9	298.8	299.8	300.7	301.6	302.5	303.4	304.3	305.3	306.2	307.1
34	308.0	308.9	309.8	310.8	311.7	312.6	313.5	314.4	315.3	316.3	317.2	318.1
35	319.0	319.9	320.8	321.8	322.7	323.6	324.5	325.4	326.3	327.3	328.2	329.1
36	330.0	330.9	331.8	332.8	333.7	334.6	335.5	336.4	337.3	338.3	339.2	340.1
37	341.0	342.9	342.8	343.8	344.7	345.6	346.5	347.4	348.3	349.3	350.2	351.1
38	352.0	352.9	353.8	354.8	355.7	356.6	357.5	358.4	359.3	360.3	361.2	362.1

Years	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
39	363.0	363.9	364.8	365.8	366.7	367.6	368.5	369.4	370.3	371.3	372.2	373.1
39	<i>After ten years service</i>											
39	363.0	363.9	364.8	365.8	366.7	367.6	368.5	369.4	370.3	371.3	372.2	373.1
40	374.0	374.9	375.8	376.8	377.7	378.6	379.5	380.4	381.3	382.3	383.2	384.1
41	385.0	385.9	386.8	387.8	388.7	389.6	390.5	391.4	392.3	393.3	394.2	395.1
42	396.0	396.9	397.8	398.8	399.7	400.6	401.5	402.4	403.3	404.3	405.2	406.1
43	407.0	407.9	408.8	409.8	410.7	411.6	412.5	413.4	414.3	415.3	416.2	417.1
44	418.0	418.9	419.8	420.8	421.7	422.6	423.5	424.4	425.3	426.3	427.2	428.1
45	429.0	429.9	430.8	431.8	432.7	433.6	434.5	435.4	436.3	437.3	438.2	439.1
46	440.0	440.9	441.8	442.8	443.7	444.6	445.5	446.4	447.3	448.3	449.2	450.1
47	451.0	451.9	452.8	453.8	454.7	455.6	456.5	457.4	458.3	459.3	460.2	461.1
48	462.0	462.9	463.8	464.8	465.7	466.6	467.5	468.4	469.3	470.3	471.2	472.1
49	473.0	473.9	474.8	475.8	476.7	477.6	478.5	479.4	480.3	481.3	482.2	483.1
50	484.0	484.9	485.8	486.8	487.7	488.6	489.5	490.4	491.3	492.3	493.2	494.1
51	495.0	495.9	496.8	497.8	498.7	499.6	500.5	501.4	502.3	503.3	504.2	505.1
52	506.0	506.9	507.8	508.8	509.7	510.6	511.5	512.4	513.3	514.3	515.2	516.1
53	517.0	517.9	518.8	519.8	520.7	521.6	522.5	523.4	524.3	525.3	526.2	527.1
54	528.0	528.9	529.8	530.8	531.7	532.6	533.5	534.4	535.3	536.3	537.2	538.1
55	539.0	539.9	540.8	541.8	542.7	543.6	544.5	545.4	546.3	547.3	548.2	549.1

Registered
Enterprise Agreement
Industrial Registrar

12.3 MINIMUM PERIOD OF LEAVE TO BE GRANTED

Extended leave shall not be granted for less than quarter of a day, irrespective of whether it is on a full or half pay basis.

12.4 THE TAKING AND RECORDING OF EXTENDED LEAVE

Extended leave commences on the first working day after ceasing duty or expiration of some other form of leave.

A period of extended leave cannot be broken by some other form of leave, except as provided in Section 9.56 – Sick Leave. If the amount of extended leave to credit is insufficient to cover the period of leave to be granted, then recreation leave to credit, flexleave or leave without pay may be granted at the end of extended leave to cover the full period of absence.

12.5 PUBLIC HOLIDAYS DURING EXTENDED LEAVE

For the purposes of extended leave, public holidays occurring during or at the end of a period of extended leave are to be treated as ordinary working days and are to be debited as extended leave.

13. EXTENDED LEAVE WHILST RECEIVING HIGHER DUTIES ALLOWANCE

Officers who have acted for one year in the same higher graded position and receive the full rate of allowance and who continued to act in that position up to the first day of leave or date of retirement or resignation are eligible for payment of the higher duties allowance for extended leave purposes. This includes payment of the higher duties allowance for accrued extended leave upon retirement or resignation.

14. EXTENDED LEAVE TO COUNT AS SERVICE

Extended leave taken on full or half pay counts as service for all purposes except during periods of extended leave at half pay for which the accrual of recreation leave is 50%.

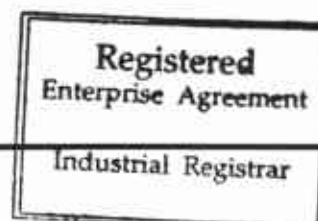
15. ILLNESS WHILE ON EXTENDED LEAVE

If an officer becomes ill during a period of extended leave, the Trust shall grant any available sick leave in respect of the period and recredit the extended leave if satisfied that:

- (a) the illness is genuine; and
- (b) the period of illness is of at least five working days duration; and
- (c) the application is supported by a satisfactory medical certificate.

16. INCREMENTS DUE DURING EXTENDED LEAVE

Any increments falling due during a period of extended leave shall be paid to an officer provided the officer's services were satisfactory prior to entry on extended leave.



17. COMBINING RECREATION AND EXTENDED LEAVE

Where the Trust approves of an officer's application to combine recreation and extended leave, extended leave shall be granted after recreation leave and shall continue unbroken for the nominated period. Recreation leave shall be granted immediately after extended leave only if extended leave to credit has been exhausted and the officer has elected to take such recreation leave.

18. PREVIOUS MINISTERIAL OR PART-TIME SERVICE FOR EXTENDED LEAVE PURPOSES

18.1 FULL-TIME MINISTERIAL SERVICE

Officers who had a period of full-time ministerial service either continuous or broken, but not in a casual capacity, in a department to which the Public Sector Management Act applies shall be entitled to have such service recognised for extended leave purposes.

18.2 PART-TIME SERVICE

Where an officer had a period or periods of part-time ministerial service or part-time service under the Public Sector Management Act and/or the Public Service Acts of 1902 and 1979, such periods shall be converted to the full-time equivalent and taken into account together with the full-time service of the officer. Prior to 1 April 1987, part-time maternity leave accrued extended leave entitlements at the full-time rate.

19. PART-TIME SERVICE FOR EXTENDED LEAVE PURPOSES

19.1 GENERAL

Part-time officers are entitled to extended leave which will be granted on the same basis as that applying to full-time officers but will be paid for on a pro-rata basis.

The eligibility period for extended leave will accrue in the same way. As a general rule, when calculating the amount of leave to be debited, it will be necessary to calculate the amount of leave that a full-time officer would be debited during the period in question.

It is then necessary to convert the leave to hours to calculate the entitlement.

19.2 LEAVE TO BE DEBITED ON A FIVE DAY BASIS

From 1 April 1991, extended leave should be calculated and leave taken should be debited on a working day basis.

20. RECOGNITION OF SERVICE IN ARMED FORCES, PUBLIC SERVICE IN OTHER STATES OR COMMONWEALTH

20.1 SERVICE WITH PUBLIC SERVICE IN ANOTHER STATE OR THE COMMONWEALTH

An officer who had a period of service in the public service of another State, the Commonwealth, a declared authority under the Transferred Officers Extended Leave Act 1961 or in the armed forces of the Commonwealth of Australia and

whose service is continuous shall have such service recognised in accordance with the requirements of the Transferred Officers Extended Leave Act 1961.

20.2 EVIDENCE OF OTHER SERVICE TO BE RECOGNISED

An officer requesting recognition of service under the Transferred Officers Extended Leave Act 1961 shall be informed by the Trust of the type of documentation required in support of the application and shall provide such information to the Trust.

20.3 APPLICATION OF THE TRANSFERRED OFFICERS EXTENDED LEAVE ACT

Provisions of the Transferred Officers Extended Leave Act apply to all departments and authorities listed in the Appendices A and B to this Section.

21. JOB CREATION SCHEMES – SERVICE RECOGNISED FOR EXTENDED LEAVE PURPOSES

Officers who had a period of service under the State Government Youth Employment Training Program (SGYTP), the National Employment Strategy for Aboriginals (NESA), the Technical Jobs for Women Program and the Community Employment Program (CEP) shall be entitled to have such service recognised for extended leave purposes.

22. LIABILITY FOR EXTENDED LEAVE ACCRUED WITH ANOTHER EMPLOYER

22.1 MONETARY LIABILITY FOR LONG SERVICE (EXTENDED) LEAVE ACCRUED WITH A NEW SOUTH WALES PUBLIC SECTOR EMPLOYER

When a person transfers between NSW declared authorities or public service organisations, monetary liability for all accrued long service (extended) leave that has not been taken or paid for shall be accepted by the current (ie receiving) employer.

22.2 MONETARY LIABILITY FOR LONG SERVICE LEAVE ACCRUED WITH ANOTHER GOVERNMENT EMPLOYER

Where a person has had ten years or more service, no monetary liability shall be accepted for any long service leave accrued with another government employer, eg Commonwealth Public Service. A person who transfers from another government employer to the NSW public sector would have to be paid by that employer for any long service leave entitlement before the current employer can grant any recognition of previous service.

Where a person has had less than ten years service, the monetary liability shall be accepted for the period of service completed with another government employer, less any proportionate long service leave paid by the previous employer. Entitlement to proportionate long service leave only arises where an employee has completed at least five years service as an adult but less than ten years and their services are terminated either by the employer for any reason other than serious and intentional misconduct, or by themselves on account of illness, incapacity or domestic or other pressing necessity.

23. OFFICERS ELIGIBLE FOR RECOGNITION OF PREVIOUS SERVICE OTHER THAN WITH THE NSW PUBLIC SECTOR

23.1 CRITERIA FOR ELIGIBILITY

Officers eligible for recognition of service are those whose services are deemed continuous in terms of the Transferred Officers Extended Leave Act 1961 and who:

- (a) transferred from a department of the Commonwealth or of any State Public Service to which the various Public Service Acts apply or from the armed forces of the Commonwealth of Australia and were employed in a department subsequent to 24 March 1961; or
- (b) transferred from a Government Authority of the Commonwealth or another State or a New South Wales Authority, and were employed in a Department on or subsequent to the date of publication of a notice in the Government Gazette that such a Governmental Authority or State Authority is declared to be an employer under the Act.

23.2 OFFICERS DISMISSED FROM PREVIOUS EMPLOYMENT

The provisions of the Transferred Officers Extended Leave Act do not apply to staff who were dismissed from their previous employment, except where the dismissal was by reason of retrenchment or reduction of work.

23.3 SERVICE RECOGNISED BY PREVIOUS EMPLOYER

When an officer transfers to the Trust from an employer declared under the Transferred Officers Extended Leave Act and where such previous service is accepted by the current employer, all previous service accepted by that previous employer for extended leave purposes shall be taken into account to the same extent as has already been allowed by the previous employer.

24. SERVICE DEEMED TO BE CONTINUOUS

24.1 CRITERIA FOR CONTINUOUS SERVICE

For the purpose of the Transferred Officers Extended Leave Act an officer's service shall be deemed continuous if:

- (a) the officer entered on duty in a NSW Public Service department on the next working day following cessation of employment with the former declared employer; or
- (b) the officer has been accepted for employment by the NSW Public Service department prior to the last day of service with the former governmental employer, in which case a break of up to two months may be allowed between cessation of duty with the former governmental employer and commencement of duty in a NSW Public Service department.
- (c) after retrenchment, the officer is re-employed by the same employer within 12 months of the date of retrenchment; or
- (d) immediately after attending a full-time course of training under the Commonwealth Reconstruction Training Scheme (CRTS) the officer was re-employed by the same employer.



24.2 COMMONWEALTH RECONSTRUCTION TRAINING SCHEME (CRTS)

Where an officer was not already in the Public Service at the time of undertaking the course of training under the CRTS, the period of time spent undertaking a course of training under this scheme, although not breaking continuity of service, shall not count as service. Where the officer was already in the Service and was granted a period of LWOP to undertake a course of training under the CRTS, then such period of LWOP is to count as service.

24.3 SERVICE WITH THE ARMED FORCES DURING WARTIME

If an officer has had a period of service with the armed forces of Australia that was during or partly during a period of war in which the Naval, Military or Air Forces of Australia were engaged, the maximum break allowed between ceasing service with the armed forces and entering on duty in the Trust shall be 12 months. This time limit also applies to members of the armed forces who have served in an area prescribed as an operational area for the purposes of subsection 2 of Section 4 of the Transferred Officers Extended Leave Act (ie Special Service).

25. PAYMENT OF ACCRUED EXTENDED LEAVE**25.1 PAYMENT IN ADVANCE**

Payment of accrued extended leave shall be made in advance for leave taken if the officer so requests but payment shall be subject to the usual provisions in respect of pay in advance as determined by the Trust from time to time.

25.2 OFFICER TO BE PAID MONETARY VALUE ON TERMINATION

An officer who has acquired a right to extended leave shall, upon termination of services, be paid in lieu of such leave the monetary value of accrued extended leave. Payment is to be made at the rate of salary received as at the last day of service and fractions of less than a quarter day are to be taken to the next higher quarter day.

26. PAYMENT OF EXTENDED LEAVE – OFFICER FULL-TIME TO PART-TIME**26.1 PAYMENT AS A GRATUITY WHERE THE OFFICER RESIGNS**

Where an officer who works full-time has acquired a right to extended leave and resigns to take up employment in a part-time position, payment of the monetary value of extended leave to which the officer would normally be entitled on resignation is to be made as a gratuity.

26.2 PREVIOUS FULL-TIME SERVICE TO BE TAKEN INTO ACCOUNT

Previous full-time service of an officer who now works part-time shall be taken into account for accrual of extended leave but payment in such circumstances shall be made at the part-time rate of pay in respect of any long service leave accrued during part-time employment.

27. OFFICER DIES BEFORE ENTERING ON EXTENDED LEAVE

27.1 RECIPIENT OF PAYMENT FOR ENTITLEMENT

When an officer has acquired a right to extended leave and dies before entering upon it, or after entering upon it dies before its termination:

- (a) the widow or widower of the deceased; or, if none, then
- (b) the children of the deceased; or, if none, then
- (c) the dependent relatives of the deceased as determined by the Trust; or, if none, then
- (d) the personal representative of the deceased (ie the Estate)

is entitled to receive the monetary value of the leave not already paid for, computed at the rate of salary that the officer received at the time of death.

In applying these provisions, the following points shall be noted:

- (a) The children may be adult children and need not be dependents.
- (b) Where there is a guardian of any children entitled under (b) above, the payment to which the children are entitled may be paid to the guardian for their maintenance, education and advancement.
- (c) A de facto spouse is not to be paid the monetary value of leave under paragraph (a) of this sub-clause.

These provisions also apply to an officer who dies after completing between five and ten years service as an adult.

27.2 EVIDENCE OF DEPENDENCY OF CHILDREN

When determining the degree of dependency of children, the Trust should check the relationship of the claimant to the deceased, the nature of the dependency, and ensure that the claimant(s) comprise all the relatives dependent upon the officer at the date of death. The Trust should also obtain the following information:

- (a) the marital status of the deceased;
- (b) the full names of the closest relatives, eg brothers, sisters, etc;
- (c) statutory declarations by the claimant(s) setting out the facts which the claimant(s) considers support the claim to be a dependent relative of the deceased, indicating the degree of relationship to the deceased and the extent of dependency, ie wholly or partially dependent and giving details;
- (d) any other information that may help the Trust to reach a decision.

The information in (a) to (c) above should be supported as far as possible by a search at the Registry of Births, Deaths and Marriages.

28. OFFICER DIES BEFORE COMPLETION OF TEN YEARS SERVICE

Where an officer dies after completion of five years of service as an adult but before completion of ten years of service, the money value of proportionate extended leave is to be paid out in the same manner as set out in 2.16 above.



29. PAYMENT OF EXTENDED LEAVE ON RESIGNATION WHERE OFFICER OBTAINS EMPLOYMENT WITH A UNION

Where an officer resigns from the public service and obtains employment with a union, payment of accrued extended leave shall be made in the usual manner to the officer and not the union.

30. SERVICE AS AN ADULT

“Service as an adult” is the period of service during which the remuneration applicable to a staff member was at a rate not lower than the lowest rate fixed under the Award, Agreement, or Determination for an adult. If the rate is not specified, adult service is deemed to commence from the time the staff member attains the age of 18 years or receives a rate of pay applicable at age 18.

If the Trust is satisfied that at least five years adult service has been completed, all service is to be taken into account. This includes service prior to the staff member’s 18th birthday.

31. PAYMENT OF PROPORTIONATE EXTENDED LEAVE

The question of payment of proportionate extended leave generally arises when:

- (a) a public servant has completed at least five years service as an adult but less than ten years; and
- (b) services are being terminated either by the employer for any reason other than serious and intentional misconduct or by the public servant on account of illness, incapacity or other domestic or pressing necessity.

Instances where payment of proportionate extended leave must be made are:

- (a) medical retirements;
- (b) voluntary redundancy;
- (c) retrenchment;
- (d) voluntary retirement at 55 years of age or older;
- (e) termination by the employer for any reason other than serious and intentional misconduct;
- (f) termination by the public servant where evidence proves that the termination was brought about by illness or incapacity of the public servant or of a member of the public servant’s family, or by other reasons that constitute domestic or pressing necessity.

32. LEAVE WITHOUT PAY

The Trust may grant leave without pay to an employee if good and sufficient reason is shown.

Leave without pay may be granted on a full-time or a part-time basis.

Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee will be paid for any proclaimed public holidays falling during such leave without pay.

Where an employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave will count as service for incremental progression and accrual of recreation leave.

An employee who has been granted leave without pay will not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Trust.

An employee will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave will be taken before leave without pay.

33. MILITARY LEAVE

During the period of 12 months commencing on 1 July each year, the Trust may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the employee's unit.

Up to 24 working days military leave per year may be granted by the Trust to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified above.

At the expiration of military leave, the employee will furnish to the Trust a certificate of attendance signed by the commanding officer or other responsible officer.

34. SPECIAL LEAVE

34.1 SPECIAL LEAVE - JURY SERVICE

An employee will, as soon as possible, notify the Trust of the details of any jury summons served on the employee.

An employee who, during any period when required to be on duty, attends a court in answer to a jury summons will, upon return to duty after discharge from jury service, furnish to the Trust a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.

When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Trust will grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Trust will grant, at the sole election of the employee, available recreation leave on full pay, time-in-lieu or leave without pay.

34.2 WITNESS AT COURT - OFFICIAL CAPACITY

When an employee is subpoenaed or called as a witness in an official capacity, the employee will be regarded as being on duty.



Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at Court as a witness in an official capacity will be paid by the Trust.

34.3 WITNESS AT COURT - OTHER THAN IN OFFICIAL CAPACITY - CROWN WITNESS

An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) will:

- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (b) pay to the Trust all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

34.4 UNION WITNESS

An employee called by their union to give evidence before an Industrial Tribunal or in another jurisdiction, will be granted special leave by the Trust for the required period.

34.5 CALLED AS A WITNESS IN A PRIVATE CAPACITY

An employee who is subpoenaed or called as a witness in a private capacity will, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available recreation leave on full pay or leave without pay.

34.6 RETURN HOME WHEN TEMPORARILY LIVING AWAY FROM HOME

Sufficient special leave will be granted to an employee who is temporarily living away from home as a result of work requirements to return home once each month to enable such employee to spend two days and two nights with the family. If the employee wishes to return home more often, such employee may be granted recreation leave, extended leave or time-in-lieu to credit or leave without pay, if the operational requirements allow.

34.7 RETURN HOME WHEN TRANSFERRED TO NEW LOCATION

Special leave will be granted to an employee who has moved to the new location ahead of dependents, to visit such dependents.

34.8 SPECIAL LEAVE - OTHER PURPOSES

Special leave on full pay may be granted to employees by the Trust for any other such purposes as deemed appropriate by the Trust.

An employee who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the employee to participate in the National Day celebrations.

