

Technical Surveyors -  
All Departments

Agreement No. 2494 of 1986

AGREEMENT made the *25TH* day of *SEPTEMBER* in the year 1986 BETWEEN THE PUBLIC SERVICE BOARD OF NEW SOUTH WALES a corporation constituted under the Public Service Act, 1979 and having its office at 47-53 Macquarie Street, Sydney, in the State of New South Wales (hereinafter called "the Board"), of the one part and THE PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES and THE NEW SOUTH WALES PUBLIC SERVICE PROFESSIONAL OFFICERS' ASSOCIATION being Associations or Organisations representing a certain class of Public Servant (hereinafter called the Associations) of the other part.

(1) INTRODUCTORY

This Agreement is made between the Board and the Associations in pursuance of the provisions of Section 83 of the Public Service Act, 1979.

This Agreement shall be binding upon the Board and all officers as defined herein.

(2) DEFINITIONS

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the Public Service Act, 1979, who, on the 1st day of April, 1985 were occupying one of the positions covered by this Agreement, or who, after that date, are appointed to one of such positions.

"Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

"Board" means Public Service Board.

(3) SALARIESA. FUTURE APPOINTEES

Subject to the provisions of the Public Service Act, 1979 and of the Regulations thereunder and subject also to satisfying the conditions prescribed by this Agreement, the following rates of salary shall be paid to officers appointed to the positions specified:-

Assistant Technical Surveyor

	w.b. \$96.70 from 1.4.85	w.b. \$99.20 from 19.4.85	w.b. \$103.00 from 15.11.85	w.b. \$105.40 from 11.7.86
1st Year of Service	7635	7834	8132	8319
2nd " " "	8824	9053	9397	9613
3rd " " "	10227	10493	10892	11143
4th " " "	12912	13248	13751	14067
5th " " "	13714	14071	14606	14942
6th " " "	14189	14558	15111	15459
7th " " "	14633	15013	15583	15941
8th " " "	15077	15469	16057	16426
9th " " "	15520	15924	16529	16909
10th " " "	16145	16565	17194	17589
11th " " "	16800	17237	17892	18304
12th " " "	17473	17927	18608	19036
13th " " "	18696	19182	19911	20369
14th " " "	19222	19722	20471	20942
15th " " "	19886	20403	21178	21665
16th " " "	20441	20972	21769	22270

Technical Surveyor Grade 1

1st Year of Service	21178	21729	22555	23074
2nd " " "	21730	22295	23142	23674
3rd " " "	22577	23164	24044	24597
4th " " "	23235	23839	24745	25314

Technical Surveyor Grade 2

1st Year of Service	25093	25745	26723	27338
2nd " " "	25915	26589	27599	28234
3rd " " "	27012	27714	28767	29429
4th " " "	27829	28553	29638	30320

Technical Surveyor Grade 3

1st Year of Service	28828	29578	30702	31408
2nd " " "	29641	30412	31568	32294

Provided that the classifications as listed are subject to the conditions hereunder:

Assistant Technical Surveyor

- i) An officer on the general scale qualified at Higher School certificate standard at 19 years of age or over shall not be paid less than \$11621 (w.b. \$96.70) \$11923 (w.b. \$99.20) \$12376 (w.b. \$103.00) \$12661 (w.b. \$105.40).
- ii) Progression beyond the 6th year of service rate shall be subject to successful completion of the first stage of an approved course.
- iii) Notwithstanding Clause (ii) any officer who has completed Stage I of an approved Course and 3 years experience as an Assistant Technical Surveyor and who is appointed to take charge of a field party shall be paid a minimum salary at the rate prescribed for the 10th year of service from the date of such appointment.
- iv) Progression beyond the 10th year of service for officers in (iii) above shall be subject to the completion of two stages of an approved Course.
- v) The salaries of officers shall be advanced to the 15th year of service rate upon successful completion of an approved full time Course and subject to the officer having not less than two years relevant experience or alternatively completion of an approved part-time course and subject to the officer having not less than four years relevant experience.
- vi) Provided that an officer shall not be eligible to progress beyond the 14th year of service rate unless he/she has completed the qualifications abovementioned or equivalent.

Technical Surveyor Grade I

- vii) Progression to Grade I shall be subject to the Departmental Head being satisfied that the Officer is competent to perform work at that level.
- viii) Where officers have already progressed beyond the 14th year of service rate and do not possess the full qualifications prescribed, they may progress by increments to the 4th year rate for Grade I Technical Surveyor.

Technical Surveyor Grade 2

- ix) Appointment to Technical Surveyor Grade 2 shall be on a personal basis and shall be subject to an officer:
  - a) having two years experience on the 4th year of service rate for Grade I Technical Surveyor,
  - b) having completed an approved course or equivalent,
  - c) performing surveying duties of a complex nature or co-ordinating the work of more than one field party under limited supervision and the officer having been directed to carry out such work.

Such appointment would be subject to referral to Gradings Committee and approval of the Board.

Technical Surveyor Grade 3

- x) Promotion to Technical Surveyor Grade 3 shall be subject to
  - a) a vacancy occurring;
  - b) the usual principles being followed as to the advertising and filling of a promotional position.
- xi) The salary of a retired officer who is re-employed after attaining age 60 years shall not be increased beyond the salary point at which he/she is employed without special approval of the Board.

**B. ADJUSTMENT OF SALARIES OF OFFICERS AT PRESENT EMPLOYED**

Officers employed at the operative date of this Agreement shall have their salaries adjusted in accordance with the following table with retention of their normal incremental date.

Current Grade and Year of Service on Incremental Scale or Grading in force immediately prior to 1st April, 1985	Adjustment to Grade and Year of Service under this Agreement
1st Year	2nd Year
2nd Year	3rd Year
3rd Year	4th Year
4th Year	4th Year
5th Year	6th Year
6th Year	7th Year
7th Year	9th Year
8th Year	10th Year
9th Year	11th Year
10th Year	12th Year
11th Year	13th Year
12th Year	13th Year
12th Year (Allowance Det'm 562 of 1980)	14th Year
13th Year	15th Year
14th Year	16th Year
15th Year	Grade 1 1st Year
16th Year	Grade 1 3rd Year
17th Year	Grade 1 4th Year
Special Grade	
1st Year	Grade 2 1st Year
2nd Year	Grade 2 2nd Year
3rd Year	Grade 2 3rd Year
Senior	
1st Year	Grade 3 1st Year
2nd Year	Grade 3 1st Year

(4) GRADING COMMITTEE

A committee consisting of two representatives of the Board and one of the New South Wales Public Service Professional Officers' Association and one of the Public Service Association of New South Wales shall be constituted to consider and recommend the alteration of any existing grading with the final decision as to the grading of any position to be a matter for the Board. The operative date of the new grading shall be determined by the Board in the light of the circumstances of each particular case.

(5) INCREMENTS

- i) The payment of increments under the scale of salaries prescribed by this Agreement shall be subject to approval by the Board.
- ii) One month prior to the date on which an officer will become eligible for an annual increment of salary, the Department Head shall report to the Board as to conduct and the manner in which the duties of the officer have been performed.
- iii) In cases where the recommendation of the Department Head is adverse to the granting of an increment and such recommendation has been approved by the Board, the officer shall have the right of appeal to the Board.

(6) CALCULATION OF SERVICE

In calculating years of service for the purpose of this Agreement, the following periods shall not be taken into account:-

- a) any period in respect of which an increment is refused under Clause 5, increments of this Agreement;
- b) any leave of absence without pay exceeding five days in any incremental year;
- c) any period necessary to give full effect to a reduction in salary imposed by the Board by virtue of Sections 94, 95 or 113 of the Public Service Act, 1979.

(7) PREFERENCE OF EMPLOYMENT

- i)a) Subject to the provisions of the Public Service Act and the Regulation thereunder and subject also to the provisions of this Clause, absolute preference of employment shall be given to members of the following industrial unions - The Public Service Association of New South Wales,

The New South Wales Public Service Professional Officers' Association.

- b) Such preference shall be limited to the point where a member of such union and a person who is not such a member, are offering for service of employment at the same time, and in the case of retrenchment to the point where either such a member or such a person is to be dismissed from service or employment.
  - c) The employment to which this subclause applies is employment in an industry or calling in respect of which the said union are entitled to enrol members pursuant to their rules.
  - d) The provisions for preference made by this Clause shall not apply to or in respect of the employment in any industry or calling of a person who has been issued by the Industrial Registrar with a certificate of exemption pursuant to subsection (2) of section 129B of the Industrial Arbitration Act, 1940, covering that industry or calling if the period specified in such certificate or any renewal thereof has not expired.
- ii)
- a) A like absolute preference of employment shall be given to persons who are competent for the work required and who have been members of the Forces during the war.
  - b) In this subclause:-

"Auxilliary Service" means Army Medical Corps, Nursing Service of the Crown, Australian Army Medical Nursing Service, Australian Women's Army Service, Women's Royal Australian Naval Service, Women's Australian Auxilliary Air Force, or such other organisation as the Governor may, by proclamation from time to time, declare to be an auxilliary service for the purpose of subsection (4) of section 20 of the Industrial Arbitration Act, 1940, as amended.

"Combat Area" means an area prescribed as such for the purpose of the Australian Repatriation Act, 1920-43 of the Commonwealth of Australia.

"Enlistment" means an engagement, whether by appointment, enlistment, or otherwise, rendering a person liable to be employed on active service abroad or in a combat area as a member of the Forces or of an auxilliary service.

"Member of the Forces" means any person who was, at the time of enlistment, a resident in the Commonwealth of Australia or in a mandated territory of the Commonwealth or in any territory under the jurisdiction of the Commonwealth or who

was domiciled in any state of the Commonwealth or in any such territory and who, during the war, served abroad or within a Combat area as a member of any Australian Military Force, or of the Royal Australian Naval Forces or as a member of the Royal Australian Air Force or as a member of an auxilliary service and who has been duly discharged from such service.

"War" means the war against Germany which commenced on the third day of September, one thousand nine hundred and thirty nine and the subsequent war against Italy and other allies of Germany and the war against Japan.

iii) This clause shall be subject to:-

- a) The Returned Soldiers and Sailors Employment Act, 1919, as amended; and
- b) Any law relating to preference in employment to persons who have served as members of the Naval, Military or Air Forces of the Commonwealth.

#### (8) WAGE BASIS

The salaries prescribed in Clause 3 of this Agreement, effective from 1st April, 1985 are based on a basic wage for adults of \$96.70 per week.

Such salaries shall be varied from time-to-time following any determination of the Industrial Commission of New South Wales made pursuant to Section 57 of the Industrial Arbitration Act, 1940, in like manner as if this Agreement were an Award prescribing annual rates of salaries to which the provisions of that Act apply, provided that the salaries as so varied shall be adjusted to the nearest dollar.

#### (9) LEAVE RESERVED

Leave is reserved to the parties to apply as they might be advised in the event of movement of rates of salary of Administrative and Clerical Officers or Cartographers and Survey Drafting Officers in the New South Wales Public Service.

#### (10) AREA, INCIDENCE AND DURATION

This Agreement rescinds and replaces Agreement Nos. 2180 and 2181 of 1975 and any subsequent Determinations made by the Board.



Technical Surveyors -  
All Departments

It shall have effect for a period of one year on and from the first day of April, 1985 and shall continue in force thereafter until one month's notice of its termination is given by either party.

IN WITNESS WHEREOF this Agreement has been duly executed on the day and year first hereinbefore written.

Signed for and on behalf of  
THE PUBLIC SERVICE BOARD OF  
NEW SOUTH WALES by its  
Chairman and a Member

*John Tucker*  
.....  
Chairman  
*[Signature]*  
.....  
Member