

GARDENING, PARKS AND
HORTICULTURAL AND
LANDSCAPE STAFF

AGREEMENT NO. 2266 OF 1980

P.S.B. 76/4854

AGREEMENT made the eighteenth day of February
in the year 1980 BETWEEN DAVID CHARLES MOORE
ERIC GEORGE WARRELL and JOHN PATRICK DUCKER Members of the
Public Service Board of New South Wales all of Sydney in the
said State (hereinafter called the Board) of the one part
and THE PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES
being an Association or Organisation representing certain
classes of Public Servants (hereinafter called the Association)
of the other part.

(1) INTRODUCTORY

This Agreement is made between the Board and the Association
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 twenty fourth day of April, 1979, were
occupying one of the positions included in the Schedule to this
Agreement, or who, after that date, are appointed to one of
such positions, but does not include any person who resigned
or whose services were terminated prior to the date of
signing of this Agreement.

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

"Gardener-tradesman" means an employee who has satisfactorily
completed indentures in the industry of horticulture and
gardening and holds the Horticulture Certificate of the
Department of Technical and Further Education or a certificate
of equal or higher status and is engaged as a tradesman in
horticulture, gardening, greenkeeping, floral decoration and
all phases of allied works, such as rockery building, paving,
landscaping and the like. Provided that an officer who at the
time of the making of this Agreement had been appointed as a
"gardener" under the Crown Employees (Gardening Staff) Award
No. 66211 (212 I.G. 8) or as a "gardener" under the General
Division Staff Agreement No. 2153 of 1975 and who through

long experience is capable of carrying out the full functions of a tradesman gardener as herein described, shall for the purposes of this Agreement be deemed to be a gardener tradesman.

"Gardener-experienced" means an officer, not being a gardener-tradesman, as defined, who is appointed to act as gardener in the absence of or unavailability of a gardener tradesman and who, by experience, is capable of performing gardening work to a satisfactory level.

"Garden-labourer" means an officer who is appointed to assist a gardener or to assist generally in gardening work and may be required to carry out under the supervision of a gardener any of the work set out in the definition of "gardener-tradesman" and includes the operation of small petrol or electrically driven hand mowers and the like.

"Garden-labourer 1st class" means a garden labourer who is capable of and required from time to time to drive and/or operate motorised tractor hauled or mechanical equipment used in gardening, tree lopping, paving, kerb making, rockery building and landscaping.

"Foreman-Special Grade" means an officer employed as a foreman who, in the opinion of the Board, has special responsibilities involving supervision of another foreman or foremen and more than one major field of activity.

"Groundsman" means an officer employed on greenkeeping and similar work in the upkeep of grounds used for sporting activities and who has satisfactorily completed the Greenkeeping Certificate of the Department of Technical and Further Education or a certificate of equal or higher status. Provided that an officer who at the time of making this Agreement is already employed in the classification of groundsman under the General Division Staff Agreement No. 2153 of 1975 and is recognised as a competent groundsman, shall for the purposes of this Agreement be deemed to be a groundsman in terms of this Agreement.

"Horticultural and Landscape Officer" means and includes an officer, not being a Technical Officer (Landscaping) employed in design, contract preparation and similar work in the field of Parks and Buildings, and includes also such other officers employed as Horticultural Assistants and the like in parks and gardens who may be so classified by the Board.

(3) SALARIES

A. FUTURE APPOINTEES

Subject to the provisions of the Public Service Act and of the Regulations thereunder, the annual salaries to be paid in respect of the positions covered by this Agreement shall be as set out in the Schedule annexed, and in such further Schedules as may be added from time to time by agreement between the Board and the Association.

B. ADJUSTMENT OF SALARIES OF OFFICERS COVERED BY AGREEMENT

Subject to the provisions of this Agreement, the salaries of officers covered by this Agreement shall, where applicable and unless otherwise specified, be adjusted to the appropriate salary prescribed by this Agreement.

Officers appointed to the incremental scales for Horticultural and Landscape Officers shall, subject to meeting qualification requirements, be accorded the salary represented by the position in the scale appropriate to their service and experience in their former classification, retaining, for purposes of future progression, their current incremental date.

Provided that an officer temporarily employed under the provisions of the Public Service Act, 1979, in any position covered by this Agreement shall, unless otherwise determined by the Board, be paid the weekly equivalent of the annual rate where specified.

(4) INCREMENTS

(i) The payment of increments under the scales 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 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 affected shall have the right of appeal to the Board.

(5) CALCULATION OF SERVICE

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

- (a) any period in respect of which an increment is refused under Clause (4) hereof;
- (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 Section 94 or 95 of the Public Service Act, 1979.

(6) GENERAL

When reviewing the salaries of officers covered by this Agreement, the parties shall have regard to variations in rates of pay prescribed for tradesmen by the Crown Employees (Skilled Tradesmen) Award. The classification and grading of officers covered by this Agreement may be reviewed on application to the Board.

(7) WAGE BASIS

The salaries prescribed by this Agreement effective from the twenty fourth of April, 1979, are based on a basic wage for adult males of \$73.80 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.

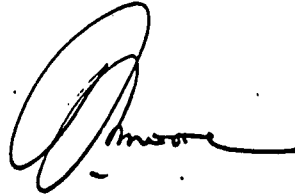
(8) AREA, INCIDENCE AND DURATION

This Agreement shall apply to all officers as defined herein. It shall have effect for a period of one year on and from the first pay period commencing on or after the twenty fourth of April, 1979, and shall continue in force thereafter until one month's notice of its termination is given by either party.

AS WITNESS the hands of the parties hereto the day and year first abovewritten.

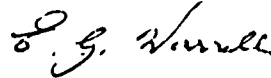
SIGNED BY DAVID CHARLES MOORE
in the presence of:

DR Walker



SIGNED BY ERIC GEORGE WARRELL
in the presence of:

DR Walker



SIGNED BY JOHN PATRICK DUCKER
in the presence of:

DR Walker



SCHEDULE TO AGREEMENT

Positions	From f.p.p. after 24/4/1979	From f.p.p. after 6/7/79	From f.p.p. after 4/1/80
	\$73.80 w.b.	\$76.20 w.b.	\$79.60 w.b.
	\$	\$	\$
<u>Adults</u>			
Gardener-tradesman	10852	11199	11703
Gardener-experienced	10100	10423	10892
Garden labourer	9130	9422	9846
" " 1st class	9407	9708	10145
Leading hands			551
In charge of 1-5 employees	511	527	693
" 5-10 "	642	663	906
Over 10	840	867	
Chief Propogator (Royal Botanical Gardens)	11494	11862	12396
Groundsman	10452	10786	11271
Ranger	10100	10423	10892
Senior Ranger (plus appropriate leading hand allowance)	10100	10423	10892
Horticultural and Landscape Officers			
Horticultural Assistants			
1st year of service	10404	10737	11220
2nd year	10706	11049	11546
3rd year	11019 ^φ	11372	11884
4th year	11257	11617	12140
5th year	11491	11859	12393
6th year	11727	12102	12647
7th year	11965	12348	12904

φ Promotion beyond 3rd year rate dependent upon possession of the Certificate of Horticulture

Foreman	13188	13610	14222
" Special Grade	13735	14175	14813
Superintendent, Mt. Tomah.	14728	15199	15883
Superintendent, Centennial Park	15261	15750	16459
Superintendent, Royal Botanical Gardens	16307	16829	17586

Juniors (Applicable only to garden-labourer positions) - Apprentices are covered by the Crown Employees Skilled Tradesmen Apprenticeship Award.

% of the Adult Salary

Under 17 years	50
At 17 "	60
At 18 "	70
At 19 "	80
At 20 "	90

Machinery Allowance

Officers required to perform work on plant for which the holding of a plant operator's Certificate of Competency from the Department of Industrial Relations and Technology is required shall be paid an additional allowance of \$2.10 per week, provided that where an employee is required to operate such equipment for eight hours in any week, he shall be paid the full allowance for the week.

GARDENING, PARKS AND HORTICULTURAL LANDSCAPE STAFF AGREEMENT

GARDEN STAFF

	17/3/89	22/12/89	20/07/90
	121.40	121.40	121.40
03950104 GARDENER-TRADESMAN #	21,184	21,967	22,750
03950103 GARDENER-EXPERIENCED	19,810	20,593	21,376
03950102 GARDEN LABOURER 1st Class	18,594	19,377	20,160
03950101 GARDEN LABOURERS	18,028	18,680	19,332
03950105 FOREMAN	26,823	27,628	28,457
0390106 FOREMAN-SPECIAL GRADE	27,907	28,744	29,606
# LEADING HANDS (Superable)	17/3/89 121.40	22/12/89 121.40	20/07/90 121.40
In Charge 1-5 Employees	1,086	1,119	1,153
In Charge 5-10 Employees	1,383	1,424	1,467
Over 10 Employees	1,811	1,865	1,921

()
 ()
 t
 *
 U
 a:
 at
 at
 at
 PP
 A
 we
 of
 pr
 em
 CA:
 Cas
 to
 are
 for
 pay
 ent
 pay
 The
 cas
 PERM
 Purs
 dete
 Serv
 acco
 Annu.
 Equi:
 'A' >
 Ordir
 Full