

Engineers, etc.

Agreement No. 1734 of 1971

P.S.B. 70/18935

A G R E E M E N T made the 22nd day of February in the year 1971 B E T W E E N JOHN WILLIAM GOODSELL HAROLD HERBERT DICKINSON WILLIAM HEDLEY GENT and GERALD GLEESON Members of the Public Service Board for the State of New South Wales all of Sydney in the said State (hereinafter called the Board) of the one part and THE NEW SOUTH WALES PUBLIC SERVICE PROFESSIONAL OFFICERS' ASSOCIATION, THE PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES and THE ASSOCIATION OF PROFESSIONAL ENGINEERS, AUSTRALIA being Associations or Organisations representing a certain class of Public Servants (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 14B of the Public Service Act, 1902.

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 in the Professional Division under the provisions of the Public Service Act, 1902, who are graduates or diplomates and who, on the Thirty-first day of December, 1970, were occupying one of the positions covered by 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, or who is engaged in the New South Wales Government Offices, London.

"Graduate" shall mean a qualified engineer who is the holder of a University Degree (four or five year course) recognised by the Institution of Engineers, Australia.

"Diplomate" means a person other than a graduate as defined above who is qualified to become a graduate member of the Institution of Engineers, Australia.

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

(3) SALARIES

A. FUTURE APPOINTEES

Subject to the provisions of the Public Service Act and of the Regulations thereunder the following annual rates of salaries shall be paid to officers appointed to the positions specified:-

Engineer

Grade I

<u>Experience since qualifying</u>	<u>Diplomate</u> \$	<u>Graduate</u> \$
In first year	4490	4890
After one year	4890	5285
After two years	5285	5740
After three years	5740	6250
After four years	6250	6765
After five years	6765	

Grade II

1st year of service	\$7255
2nd year of service	7545
3rd year of service	7835
4th year of service and thereafter	8125

Grade III

1st year of service	\$8630
2nd year of service	8970
3rd year of service	9310
4th year of service and thereafter	9650

Grade IV

1st year of service	\$10155
2nd year of service	10500
3rd year of service and thereafter	10845

Grade V

1st year of service	\$11365
2nd year of service and thereafter	11615

Grade VI

1st year of service	\$11860
2nd year of service and thereafter	12110

Provided that officers temporarily employed under the provisions of the Public Service Act, 1902, in any of the positions covered by this Agreement shall, unless otherwise determined by the Board, be paid the weekly equivalent of the annual rates specified.

Provided further that the salary of a retired person who is re-employed after attaining age 60 years at a salary within Grades I to VI of this Agreement shall not be increased beyond the salary point at which he is employed without the special approval of the Board.

B. ADJUSTMENT OF SALARIES OF OFFICERS COVERED BY AGREEMENT

The salaries of officers covered by this Agreement shall, be adjusted to the appropriate rate prescribed by this Agreement on the basis of years of service - for the purpose of this subclause an officer shall be deemed to have the years of service indicated by the salary received under the appropriate scale in force immediately prior to the operative date of this Agreement.

(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 annual increment of salary, the Permanent 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 Permanent 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 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 (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 56, Section 58 or Section 61 of the Public Service Act, 1902.

(6) DEFINITION OF WORK

Subject to Clause (7) of this Agreement, for the purpose of determining the salaries to be paid pursuant to this Agreement the work previously determined as falling within Grades I to VI inclusive, immediately prior to the date of operation of this Agreement shall be deemed to be the work falling within Grades I to VI, inclusive, of this Agreement.

Provided that it shall not be a breach of this Agreement if work described in Grade II of this Agreement is done occasionally as opportunity offers but not as a regular practice by officers in receipt of salaries prescribed for Grade I of this Agreement for the purpose of their training and experience in higher work.

(7) GRADING COMMITTEE

1. A Committee consisting of three representatives of the Board and one representative of each of the Associations named in the preamble to this Agreement or any agreement amending or replacing such agreement shall be constituted to recommend to the Board:-

- (a) the variation of a grading of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly.
- (b) date of effect of the grading so recommended.

Provided that:-

- (i) the officer shall, while the grading of his position is under consideration by the Committee be ineligible to be a member of the Committee;
- (ii) the Committee shall not without sufficient reason recommend the retrospective operation of any grading; and
- (iii) except in circumstances arising under paragraph 2 hereunder, such date shall not be earlier than a date six (6) months prior to the date on which the matter was referred to the Committee.
- (iv) Provided further that where an engineering section or branch has been reorganised, the Board will determine the gradings of positions in which there has been a substantial alteration of duties and/or responsibilities and thereafter advise the Associations of such determination. It will be open to an Association to seek a review by the Grading Committee of any grading so determined within twelve (12) months of the date of advice to the Associations.

2. Where the Associations have been advised of a reference to the Grading Committee and the grading proposed by the Board's representatives on such Committee, and have not advised within one month whether such grading as proposed is or is not acceptable to the Association's representatives on the Committee, the grading of the position shall, unless otherwise approved, be determined by the Board.

3. In the event of the Members of the Committee being in disagreement as to the grading to be recommended or as to the date of effect, the Members representing the Associations shall, within fourteen (14) days of the meeting of the Committee at which such disagreement occurred, furnish to the Board a written report stating the grading which they consider appropriate with their reasons therefor and indicating also whether they wish to interview the Board in connection with their representations.

If a written report as prescribed is not received within the time specified the grading of the position shall be determined by the Board without further reference to the Associations.

4. The Board's decision on all recommendations of the Committee shall be final.

(8) GENERAL

(i) When a decision varying wages is given by the Commonwealth Conciliation and Arbitration Commission in a National Wage Case during the currency of this Agreement which is expressed to be on economic grounds and which is of general application, the rates prescribed by this Agreement shall be varied to the extent necessary to give effect to any pronouncement by the Industrial Commission of New South Wales as to the manner in which such decision is to be applied to State awards.

(ii) Leave is reserved to the parties in respect of salaries in the light of any variation of awards covering professional engineers in the Commonwealth Public Service other than a variation on economic grounds as referred to in paragraph (i).

(9) WAGE BASIS

This Agreement is made by reference and in relation to the basic wage for adult males of \$36-90 per week for Sydney, the annual equivalent of which, calculated to the nearest dollar, is \$1924 (\$36-90 multiplied by 52 1/7th).

Upon each variation of the basic wage for adult males the rates prescribed by this Agreement shall be adjusted by deducting therefrom the sum of \$1924 and adding to the result the annual equivalent of the new basic wage for adult males calculated as aforesaid to the nearest dollar.

(10) AREA, INCIDENCE AND DURATION

This Agreement shall apply to all officers as defined herein. It shall have effect for a period of two years on and from the Thirty-first day of December, 1970, and shall continue in force thereafter until one months' 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 JOHN WILLIAM GOODSSELL
in the presence of:

Wardman J.P.

SIGNED BY HAROLD HERBERT DICKINSON
in the presence of:

Wardman J.P.

SIGNED BY WILLIAM HEDLEY GENT
in the presence of:

Wardman J.P.

SIGNED BY GERALD GLEESON
in the presence of:

Wardman J.P.

John Goodsell

H. B. Dickinson

W. H. Gent

G. Gleeson