

Graduate Scientific  
Officers,  
Various Departments

Agreement No.2433 of 1982

P.S.B. 80/187

A G R E E M E N T made the fifteenth day of December in the year 1982 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 have obtained a degree in Science of a recognised University requiring a minimum of three years full time study or such other qualifications as the Board deems equivalent, and who, on the 2nd July, 1982, were occupying one of the positions included in 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 this Agreement.

"Scientific Officer" means an officer designated as one of the following: Agricultural Economist; Agronomist; Analyst; Astronomer; Bacteriologist; Biochemist; Biologist; Biometrician; Botanist; Chemist; Curator, Australian Museum; Dairy Officer; Dietitian; Entomologist; Forensic Biologist; Fruit Officer; Horticulturalist; Livestock Officer; Nutritionist; Pharmacist; Plant Pathologist, Research Officer, Department of Agriculture; Research Officer, Forestry Commission; Research Officer, Museum of Applied Arts and Sciences; Research Officer, Soil Conservation Service; Scientific Officer; Soil Conservationist; Research Station Manager; and Supervisor, Dairy Industry Marketing Authority.

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

The phrase "recognised as an authority" as used herein is used in the same sense as used by the Industrial Commission in determining the condition of promotion to Grade III in its Award for Scientific Officers, Division of Science Services, Department of Agriculture made on the 16 October, 1962, namely, that the recognition should extend at least so far as to justify its being said that scientists working in the same field in Australia regard the officer concerned as an authority.

### (3) SALARIES

#### PART (A) - FUTURE APPOINTEES

Subject to the provisions of the Public Service Act, 1979, and of the Regulations thereunder the following annual rates of salaries shall be paid to officers appointed to the positions specified.

<u>Scientific Officer</u>	Effective On and from <u>2 July 1982</u> \$ p.a.
<u>Grade I</u>	
1st year of service	16452
2nd year of service	17153
3rd year of service	18332
4th year of service	19680
5th year of service	21105
6th year of service and thereafter	22538
<u>Grade II</u>	
1st year of service	23692
2nd year of service	24470
3rd year of service	25258
4th year of service and thereafter	26163
<u>Grade III</u>	
1st year of service	27316
2nd year of service	28132
3rd year of service and thereafter	28961
<u>Grade IV</u>	
1st year of service	30196
2nd year of service	31093
3rd year of service and thereafter	31989
<u>Grade V</u>	
1st year of service	33253
2nd year of service and thereafter	34100
<u>Grade VI</u>	
1st year of service	35437
2nd year of service and thereafter	36299

Provided that:-

Commencing Rates

- (i) The commencing rate of salary payable to an officer who has obtained a degree of a recognised University requiring a minimum of three years' full-time study, or other qualifications deemed by the Board to be the equivalent thereof shall be the rate prescribed for the first year of service in Grade I.
- (ii) The commencing rate of salary payable to an officer who has, in addition to the qualifications specified in sub-paragraph (i) above, completed an additional course of study to qualify for a degree with honours, shall be not less than the rate prescribed for the second year of service in Grade I.
- (iii) The commencing rate of salary payable to an officer who has obtained a degree of a recognised University requiring a minimum of four years' full-time study or other qualifications deemed by the Board to be the equivalent thereof, shall be not less than the rate prescribed for the second year of service in Grade I.
- (iv) Progression from Grade I to Grade II shall be subject to:-
  - (a) completion of 12 months' service on the maximum salary of Grade I;
  - (b)
    - (1) the officer having demonstrated a capacity to undertake research involving a degree of originality and independence or to perform work of an equivalent importance or value; or
    - (2) in the case of an officer not employed on research, the officer having demonstrated ability and initiative in the performance of his duties and the nature and quality of the work performed by him so warranting.
- (v) The Board is prepared to give consideration to the progression of an officer to Grade III on a personal basis on the following grounds:-
  - (a) the officer having completed twelve months' service on the maximum salary of Grade II; and
  - (b) the Board being satisfied that he is responsible to the Head of the Branch for all work carried out in his individual field of original research and has made original contributions of a recognised high scientific level in his professional field of work and that he is recognised as an authority therein; or

in the case of an officer engaged primarily in applied or adaptive research, the Board being satisfied that he is responsible to the Head of the Branch for all applied or adaptive research in his particular field of work and that he is regarded as an authority therein.

- (vi) The Board is prepared to give consideration to progression of Officers, involved in Advisory work in the Department of Agriculture and Soil Conservation Service to Grade III on a personal basis (as distinct from promotion) on the following grounds:-
- (a) the officer having completed 12 months' service on the maximum salary of Grade II;
  - (b) the quality of the work of the officer justifying such progression;
  - (c) work at the level of Grade III being available to the officer.
- (vii) Promotion to Scientific Officer, Grade III as distinct from progression as specified in sub-paragraph (v) and (vi) above shall be subject to the occurrence of a vacancy.
- (viii) The Board is prepared to give consideration to the progression of an officer to Grade IV on a personal basis on the following grounds:-
- the officer's qualifications, ability, reputation, standing and work in his professional field, or the extent to which he is required to supervise and give professional direction of a significant nature to officers of an equivalent salary grade are or is such that he would not continue to be fairly remunerated at the level of the salary prescribed by this Agreement for Scientific Officer, Grade III, or equivalent classification. Any decision as to the officers to whom such salary shall be payable shall be that of the Board.
- (ix) Promotion to Scientific Officer, Grade IV as distinct from progression as specified in sub-paragraph (viii) above shall be subject to the occurrence of a vacancy.
- (x) Promotion to Grade V and Grade VI shall be subject to the occurrence of a vacancy.
- (xi) Provided that officers temporarily employed under the provisions of the Public Service Act, 1979, 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.
- (xii) Provided further that the salary of a retired person who is re-employed after attaining age 60 years at a salary within Grades I or II of this Agreement shall not be increased beyond the salary point at which he is employed without the special approval of the Board.

PART (B) - ADJUSTMENT OF SALARIES OF OFFICERS  
AT PRESENT EMPLOYED

For the purposes of this Part an officer shall be deemed to have the years of service indicated by the salary received under the appropriate scale of salaries in force immediately prior to the operative date of this Agreement.

- (i) Subject to the provisions of this Agreement the salaries of Scientific Officers employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Crown Employees (Scientific Officers &c. Department of Agriculture, etc) Award shall be adjusted as follows:
- (a) Officers in Grades I and II of Groups 1, 2, 3, 4, (including Station Manager, Inland Research Station -Grade II only), 5, 6, 7, 8, 9 (Assistant Curator only), 10, 11 (Scientific Assistant only), 12, 14 (Government Stores Department only), 15 and 18 shall be adjusted to the appropriate rates of the scales prescribed by this Agreement on the basis of years of service in the position with retention of existing incremental date.
- (b) Officers in Grade III of Groups 1, 3 (including Senior Economist), 4, 5, 6, 7, 8, 10, 12 (Senior Scientific Officer only), 15 (including Research Officer, Regional Research Officer, and Assistant Principal, Class B) and 18 (Research Officer and Regional Research Officer only), or in positions of Senior Research Officer, Grade I, of Group 2 or Curator, Grade I, of Group 9 shall be adjusted to the appropriate rates of the scale prescribed for Grade III of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (c) Officers in Special Grade of Groups 1, 3 (including Special Economists), 4, 5, 6, 7, 8, 10, 12, 15 (including Assistant Principal Class A) and 18, or in positions of Senior Research Officer, Grade II of Group 2, or Curator, Grade II of Group 9 shall be adjusted to the appropriate rates of the scale prescribed for Grade IV of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (d) Officers in the following positions:
- Group 1 - Assistant Director of Biology;  
Assistant Director of Chemistry; and  
Assistant Director of Entomology.
- Group 3 - Principal Economist (Research, Extension).
- Group 15 - Principal, Class A.

Group 18 - State Co-ordinator.

shall be adjusted to the appropriate rates of the scale prescribed for Grade V of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.

(e) Officers in the following positions:

Group 1 - Director of Biology; Director of Chemistry; and Director of Entomology; see also Sub-Clause (vii);

Group 3 - Deputy Chief, Division of Marketing Economics; and Deputy Chief Biometrician;

Group 12 - Director;

Group 15 - Deputy Chief of Division;

Group 18 - Deputy Chief Soil Conservationist;

shall be adjusted to the appropriate rates of the scale prescribed for Grade VI of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.

(f) Officers in the position of Station Manager at -

Horticultural and Fruit Research Station,  
Alstonville  
Agricultural Research Centre, Bathurst  
Agricultural Research Centre, Condobolin  
Agricultural Research Centre, Cowra  
Horticultural Research Centre, Dareton  
Agricultural Research Centre, Glen Innes  
Horticultural Research Centre, Gosford  
Viticultural Research Centre, Griffith  
Agricultural Research Centre, Leeton  
Poultry Research Centre, Seven Hills  
Agricultural Research Centre, Temora

shall be adjusted to the appropriate rates of the scale prescribed for Grade III of this Agreement on the basis of years of service in the position with their incremental date being adjusted to the anniversary of the date of operation of this Agreement.

(g) Officers in the position of Station Manager at -

Veterinary Research Station, Glenfield  
Agricultural Research Station, Narrabri  
Agricultural Research Station, Orange  
Agricultural Research Station, Tamworth  
Agricultural Research Station, Trangie  
Agricultural Research Station, Wagga Wagga  
Agricultural Research Station, Wollongbar  
Agricultural Research Station, Yanco  
Agricultural Research Station, Grafton

shall be adjusted to the first year of the scale prescribed for Grade IV of this Agreement with

their incremental date being adjusted to the anniversary of the date of operation of this Agreement.

- (h) Officers whose salary/grading under the existing Award structure do not align with the salary/grading under the restructured Agreement will have their positions immediately referred to Grading Committee for determination.

The positions that the Board proposes will be referred to Grading Committee at this time are:

Group 4 - Senior Biologist.

Group 6 - Chief Testing Officer, Department of Public Works.

Group 12 - Assistant Director.

Group 14 - Pharmacist-in-Charge, Government Stores Department.

Group 15 - Principal, Class B.

For the purposes of determining the salaries of officers occupying the above positions the following procedures will be adopted:-

- (1) If the Grading Committee determines that a position be upgraded, then the officer concerned will retain his position at the new increased salary with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (2) If the Grading Committee determines that a position be downgraded, then the officer concerned will retain the difference between his present salary and the salary for the regraded position by way of allowance. This allowance will be absorbed when the officer is promoted or the salary applicable to the position is increased as a result of any adjustment other than pursuant to Clause (7) hereof.

(ii) Subject to the provisions of this Agreement the salaries of Scientific Officers employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Crown Employees (Scientific Officers - Health Commission of N.S.W.) Award shall be adjusted as follows:

- (a) Officers in Grades I and II shall be adjusted to the appropriate rates of the scale prescribed by this Agreement on the basis of years of service in the position with retention of existing incremental date.
- (b) Officers in Grade III shall be adjusted to the appropriate rates of the scale prescribed for Grade III of this Agreement on the basis of years

of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.

- (c) Officers in Special Grade shall be adjusted to the appropriate rates of the scale prescribed for Grade IV of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (d) Officers whose salary/grading under the existing Award structure do not align with the salary/grading under the restructured Agreement will have their positions immediately referred to Grading Committee for determination.

The positions that the Board proposes will be referred to Grading Committee, at this time, are as follows -

Second Officer, Industrial Hygiene Branch

Officer-in-Charge, Industrial Hygiene Branch

Second Officer, Radiation Branch

Officer-in-Charge, Radiation Branch; see also Sub-Clause (viii);

Assistant Government Analyst

Deputy Government Analyst

For the purposes of determining the salaries of officers occupying the above positions the following procedure will be adopted:

- (1) If the Grading Committee determines that the position be upgraded, then the officer concerned will retain his position at the new increased salary, with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (2) If the Grading Committee determines that the position be downgraded, then the officer concerned will retain the difference between his present salary and the salary for the regraded position by way of an allowance. This allowance will be absorbed when the officer is promoted or the salary applicable to the position is increased as a result of any adjustment other than pursuant to Clause (7) hereof.

(iii) Subject to the provisions of this Agreement the salaries of Forensic Biologists employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Crown Employees (Forensic Biologists, Division of Forensic Medicine - Health Commission of N.S.W.) Award shall be adjusted as follows:-

- (a) Officers in Grades I and II shall be adjusted to the appropriate rates of the scale prescribed by

this Agreement on the basis of years of service in the position with retention of existing incremental date.

- (b) Officers in Grade III shall be adjusted to the appropriate rates of the scale prescribed for Grade III of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
  - (c) Officers in Special Grade shall be adjusted to the appropriate rates of scale prescribed for Grade IV of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
  - (d) The officer in the position of Senior Forensic Biologist shall be adjusted to the appropriate rate of the scale prescribed for Grade IV of this Agreement on the basis of years of service in the position with incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (iv) Subject to the provisions of this Agreement the salaries of Area Directors and Assistant Area Directors employed at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in the Crown Employees (Area Directors and Assistant Area Directors - Soil Conservation Service) Award shall be adjusted as follows:
- (a) Officers in the positions of Assistant Area Directors shall be adjusted to the appropriate rates of the scale prescribed for Grade III of this Agreement on the basis of years of service in the position with incremental date being adjusted to the anniversary of the date of operation of this Agreement.
  - (b) Officers whose salary/grading under the existing Award structure do not align with the salary/grading under this Agreement will have their positions immediately referred to Grading Committee for determination.

The positions that the Board proposes will be referred to Grading Committee at this time are as follows:

#### Area Director

For the purposes of determining the salaries of officers occupying positions of Area Director the following procedure will be adopted:

- (1) If the Grading Committee determines that the position be upgraded, then the officer concerned will retain his position at the new increased salary with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.

- (2) If the Grading Committee determines that the position be downgraded, then the officer concerned will retain the difference between his present salary and the salary for the regraded position by way of allowance. This allowance will be absorbed when the officer is promoted or the salary of the position is increased as a result of any adjustment other than pursuant to Clause (7) hereof.
- (v) Subject to the provisions of this Agreement, the salaries of Scientific Officers employed in the Dairy Industry Marketing Authority at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in Determination No 686 of 1982 shall be adjusted as follows:-
- (a) Officers in Grades I and II of Graduate Supervisor shall be adjusted to the appropriate rates of the scale prescribed in this Agreement on the basis of years of service in the position with retention of existing incremental date;
  - (b) Officers in the positions of Senior Supervisor shall be adjusted to the appropriate rates of the scale prescribed for Grade III of this Agreement on the basis of years of service in the position with incremental date being adjusted to the anniversary of the date of operation of this Agreement.
  - (c) Officers in the positions of Principal Officer shall be adjusted to the appropriate rates of the scale prescribed for Grade IV of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
  - (d) The officer in the position of Chief Supervisor shall be adjusted to the appropriate rates of the scale prescribed for Grade VI of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
  - (e) Officers whose salary/grading under the existing salary structures do not align with the salary/grading under the restructured (Agreement) will have their positions immediately referred to Grading Committee for determination. The positions that the Board proposes will be referred to Grading Committee, at this time, are as follows:-

Deputy Chief Supervisor

For the purposes of determining the salary of the officer occupying this position the following procedure will be adopted:

- (1) If the Grading Committee determines that the position be upgraded, then the officer concerned

will retain his position at the new increased salary with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.

- (2) If the Grading Committee determines that the position be downgraded, then the officer will retain the difference between his present salary and the salary for the regraded position by way of allowance. This allowance will be absorbed when the officer is promoted or the salary of the position is increased as a result of any adjustment other than pursuant to Clause (7) hereof.
- (vi) Subject to the provisions of this Agreement, the salaries of Scientific Officers, employed in the State Pollution Control Commission and Department of Environment and Planning at the operative date of this Agreement and presently paid in accordance with and by reference to the positions specified in Determination No 649 of 1982 shall be adjusted as follows:-
- (a) Officers in Grades I and II shall be adjusted to the appropriate rates of the scale prescribed for Grade I and II of this Agreement on the basis of years of service in the position with retention of existing incremental date.
- (b) Officers in Grade III shall be adjusted to the appropriate rates of the scale prescribed for Grade III of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (c) Officers in Special Grade (including Officer-in-Charge, Air Assessment; Officer-in-Charge, Water Assessment; Officer-in-Charge, Air Testing and Analysis; and Officer-in-Charge, Water Testing and Analysis) shall be adjusted to the appropriate rates of the scale prescribed for Grade IV of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (d) Officers in the following positions:-  
Principal Scientific Officer - Air  
Principal Scientific Officer - Water  
shall be adjusted to the appropriate rates of the scale prescribed for Grade VI of this Agreement on the basis of years of service in the position with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (e) Officers whose salary/grading under the existing salary structures do not align with the salary/grading under this Agreement will have

their positions immediately referred to Grading Committee for determination.

The positions that the Board proposes will be referred to Grading Committee at this time are as follows:

Senior Scientific Officer - Investigation

Senior Scientific Officer - Air

Senior Scientific Officer - Water

\*Scientific Officer - Marine

\*Scientific Officer - Botanist

\*Scientific Officer - Ecologist

\* The existing incumbents in these positions, Messrs Viner, Woodward and Forster, respectively, will retain existing rights of progression notwithstanding the ultimate decision of the Grading Committee, for such time as they remain in their current respective positions.

For the purposes of determining the salaries of officers occupying the above positions the following procedure will be adopted:

- (1) If the Grading Committee determines that a position be upgraded, then the officer concerned will retain his position at the new increased salary with the incremental date being adjusted to the anniversary of the date of operation of this Agreement.
- (2) If the Grading Committee determines that the position be downgraded, then the officer will retain the difference between his present salary and the salary for the regraded position by way of allowance. This allowance will be absorbed when the officer is promoted or the salary of the position is increased as a result of any adjustment other than pursuant to Clause (7) hereof.

(vii) Subject to the provisions of this Agreement, the salaries of the Scientific Officers specified hereunder, presently paid personal salaries in accordance with and by reference to the positions specified in the Crown Employees (Scientific Officers &c, Departments of Agriculture . . .etc) Award shall continue to be paid personal salaries as follows:

Group 1 - Messrs Evans, Higgenson and Casimir, while they continue to occupy the positions of Director of Biology, Chemistry and Entomology, respectively, shall be paid a personal salary of \$37315 p.a. Such salaries are to be adjusted in the same way and at the same time as Scientific Officers, covered by this Agreement.

- Group 3 - Mr G Mason, whilst he continues to occupy the position of Special Economist, Department of Agriculture shall be paid a personal salary equivalent to the maximum rate for Grade IV.
- Group 9 - Dr C N Smithers, whilst he continues to occupy the position of Principal Curator, Australian Museum, shall be paid a personal salary equivalent to the maximum rate for Grade VI.
- Group 11 - Mr K P Sims, whilst he continues to occupy the position of Assistant Astronomer, shall be paid a personal salary equivalent to the maximum rate for Grade III.

(viii) Subject to the provisions of this Agreement, the salaries of Scientific Officers, specified hereunder, presently paid personal salaries in accordance with and by reference to the positions specified in the Crown Employees (Scientific Officers - Health Commission of N.S.W) Award shall continue to be paid personal salaries as follows:

Mr A.W. Fleishmann, whilst he continues to occupy the position of Officer-in-Charge, Radiation Branch, shall be paid a personal salary equivalent to the maximum rate for Grade VI.

#### (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 Department Head shall report to the Board as to conduct and 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 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 94 and Section 95 of the Public Service Act, 1979.

(6) GRADING COMMITTEE

1. A Committee consisting of two representatives of the Board, one representative of the Public Service Association of N.S.W., and one representative of the N.S.W. Public Service Professional Officers' Association shall be constituted to consider and recommend to the Board -
  - (a) the grading of any new position or any variation of grading of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and
  - (b) the date of effect of the grading recommended.

Provided that -

  - (i) an officer shall, whilst 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) where a retrospective date of effect is recommended, 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.
2. The members of the Committee shall be entitled to examine any statement of duties pertaining to any position referred to the Committee and, if the Board approves, any Departmental papers which illustrate the type of work performed by the occupant of the position or are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.
3. Except as otherwise provided, the matters to be referred to the Committee shall be:-
  - (a) Any application by an officer for review of the grading of the position he occupies if the Department Head certifies that, in his opinion, there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the Department.
  - (b) The grading of any new position after such position has been occupied for a period of six months.
  - (c) Such cases as the Association may raise, where the Association has stated the grounds and indicated the basis on which it desires such cases to be considered by the Committee.
  - (d) Such other cases as the Board may approve.
4. Where the Committee has not met to consider the grading of a position within twenty-one (21) days of such

grading having been referred to the Committee, the grading of the position shall, unless otherwise approved, be determined by the Board.

5. In the event of the Members of the Committee being in disagreement as to the grading to be recommended for a position 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 is appropriate with their reasons therefore 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.

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

#### (7) WAGE BASIS

The salaries prescribed in Clause (3), Salaries, of this Agreement are based on a basic wage of \$89.10 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 rescinds and replaces Agreements No. 1738, 1746 and 1748 of 1971, Determinations Nos 516 of 1975 and 622 of 1980. It replaces the Crown Employees (Scientific Officers &c. Department of Agriculture...etc) Award, the Crown Employees (Scientific Officers - Health Commission of NSW) Award, the Crown Employees (Area Directors and Assistant Area Directors - Soil Conservation Service) Award and the Crown Employees (Forensic Biologists - Division of Forensic Medicine, Health Commission of NSW) Award and any subsequent Determinations made by the Board in respect of officers covered by the said Agreements, Determinations and Awards.

This Agreement shall apply to all officers as defined herein. It shall have effect for a period of one year on and from the 2nd day of July, 1982 and shall continue in force thereafter until one month's notice of its termination is given by either party.

Graduate Scientific  
Officers  
Various Departments

Agreement No. 2433 of 1982

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

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)  
)  
).....*Moore*.....  
) Chairman

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)  
).....*John Tucker*.....  
) Member