

Conservators, Cultural Institutions  
Agreement No. 2504 of 1987

P.S.B. 84/3262

A G R E E M E N T made the *Eighth* day of *September*,  
in the year of 1987 B E T W E E N 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 (hereinafter called the "Association") representing  
the officers hereinafter referred to 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.

The basis of this Agreement is within Principle 4 of the Wage  
Fixation Principles as set out in the Judgment of the Industrial  
Commission of New South Wales in the State Wage Case of 30th July,  
1986.

(2) DEFINITIONS

"Officer" means and includes all persons permanently or  
temporarily employed under the provisions of the Public Service  
Act, 1979, and who, as at the operative date of 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 to  
which they are appointed.

"Assistant Conservator Class 1" means an Officer who assists  
in the routine operation of a conservation laboratory, including  
ordering of materials, chemicals, etc.; filing of conservation  
records; routine environmental monitoring; and other general  
duties under direct supervision.



"Assistant Conservator Class 2" means an Officer who undertakes basic conservation treatment, including preventative conservation, of items in a collection using established methods and techniques under direct supervision. An Officer at this level would assist in the routine operation of a conservation laboratory, including the maintenance of supplies of materials, chemicals, etc.; filing of conservation records; routine environmental monitoring; and other general duties.

"Conservator Grade 1" means an Officer engaged in routine conservation duties under the general supervision of a more senior Conservator and who possesses a recognised degree or a 2 year full time post graduate or under graduate diploma in Materials Conservation; or tertiary qualifications in the fields of Chemistry, Biology, Materials Science, Archaeology, Anthropology or Fine Arts, or qualifications deemed by the Board to be equivalent, plus a minimum of 2 years experience in a relevant field of conservation working under the supervision of an experienced, qualified Conservator; or who has a minimum of 5 years conservation experience working under the supervision of an experienced, qualified Conservator.

"Conservator Grade 2" means an Officer engaged in both routine and complex conservation duties which may include, planning, co-ordination and supervision of conservation projects, and who possesses the academic qualifications required for Conservator Grade 1 plus a minimum of 5 years experience in conservation.

"Conservator Grade 3" means an Officer engaged in the design and implementation of major investigative and conservation projects which require advanced treatments, adaptive or original research and who may assume section head responsibility. A Conservator Grade 3 shall possess as a minimum, the qualifications required for Conservator Grade 2.

"Head Conservator" means an Officer responsible for the control and direction of the conservation program of a major institution, and who possesses as a minimum, the qualifications required for Conservator Grade 2, plus a demonstrated ability in the management of major conservation programs.

### (3) RATES OF PAY

#### PART A

Subject to the provisions of the Public Service Act and of the Regulation thereunder, the following shall be the rates of pay to officers appointed to the positions specified:

	(\$105.40 w.b.)
(a) <u>Assistant Conservator Class 1</u>	(\$per annum)
1st year of service	19079
2nd year of service	19488
3rd year of service	19949
4th year of service	20460
5th year of service	20972
6th year of service	21483



(b) <u>Assistant Conservator Class 2</u>	(\$per annum)
1st year of service	22148
2nd year of service	22557
3rd year of service	23018

Provided that an Officer who has served for twelve months on the maximum rate prescribed for Assistant Conservator Class 1 shall be advanced to the minimum salary for Assistant Conservator Class 2 provided that the Department Head, after the necessary review, has certified:

- (i) that work appropriate to Assistant Conservator Class 2 is available; and
- (ii) that the Officer concerned is suitable to be allotted such work and the Board approves the progression of the said Officer to Assistant Conservator Class 2. The review shall be made by the Department Head in the case of every Officer at or prior to the completion of twelve month's service on the maximum rate prescribed for Assistant Conservator Class 1.

(c) <u>Conservator, Grade 1</u>	(\$per annum)
1st year of service	24041
2nd year of service	24557
3rd year of service	25064
4th year of service	25575
5th year of service	26087

Provided that:

- (i) An Officer shall not be appointed to a position classified as Conservator Grade 1 or above unless the Officer possesses a recognised degree or two-year full-time post-graduate or under graduate diploma in Materials Conservation, or tertiary qualifications in the fields of Chemistry, Biology, Materials Science, Archaeology, Anthropology or Fine Arts, or qualifications deemed by the Board to be equivalent, plus a minimum of two years experience within a relevant field of conservation working under the supervision of an experienced, qualified Conservator; or a minimum of five years conservation experience working under the supervision of an experienced, qualified Conservator.
- (ii) The commencing salary of Conservator Grade 1 possessing an Honours Degree in Materials Conservation or a two-year post graduate Diploma in Materials Conservation or other appropriate post-graduate Diploma shall be not less than the salary prescribed for the second year of service of the scale.

(d) <u>Conservator, Grade 2</u>	(\$per annum)
1st year of service	27110
2nd year of service	28388
3rd year of service	29667
4th year of service	30946
5th year of service	32225

Provided that progression from Conservator, Grade 1 to Conservator, Grade 2 is subject to examination by a Review Committee, constituted in accordance with Clause 6 below, and that the Officer shall have served for twelve months on the maximum rate prescribed for Conservator, Grade 1.

(e) <u>Conservator, Grade 3</u>	(\$per annum)
1st year of service	33350
2nd year of service	34219
3rd year of service	35089

(f) <u>Head Conservator</u>	(\$per annum)
1st year of service	37288
2nd year of service	38337
3rd year of service	39386

PART B Adjustment of Salaries of Officers covered by Agreement

Subject to the provisions of this Agreement, the salaries of officers employed at the operative date of this Agreement shall be adjusted to the appropriate rates of the scales prescribed by this Agreement on the basis of years of service in the position. For the purpose of this clause officers shall be deemed to have the years of service represented by the salary received under the appropriate scale in force immediately prior to the operative date of this Agreement.

Officers designated as Assistant Conservator, Conservator Grade 1 and Conservator Grade 2 shall have their salaries adjusted in accordance with the provisions hereunder.

Assistant Conservator

The salaries of officers currently occupying positions of Conservation Assistant and Assistant Conservator shall be translated to the corresponding levels of the incremental scales for Assistant Conservator as prescribed in Clause 3, Part A, of this Agreement.



Salary Scale prior to operative date of Agreement	Adjustment required from operative date of Agreement	Next Increment
<u>Conservation Assist.</u>		
<u>Assistant Conservator Class 1</u>		
1st year 19065	1st year 19079	normal incremental date
2nd year 19486	2nd year 19488	" "
3rd year 19909	3rd year 19949	" "
4th year 20331	4th year 20460	" "
5th year 20750	5th year 20972	" "
6th year 21171	6th year 21483	" "
<u>Assistant Conservator Class 2</u>		
1st year 22140	1st year 22148	" "
2nd year 22555	2nd year 22557	" "
3rd year 22967	3rd year 23018	" "

Conservator, Grade 1

The salaries of Conservator, Grade 1 are based on years of service and shall be adjusted to the appropriate step of the scale prescribed in Clause 3, Part A of this Agreement.

Adjustment from the 4th to the 5th year shall be adjusted on the following basis:

<u>Years of service</u>	<u>to be adjusted to</u>
less than 12 months on 4th year of service rate at operative date of agreement	4th year with retention of normal incremental date
over 12 months on 4th year of service rate at operative date of agreement	5th year with effect from operative date of agreement

Conservator, Grade 2

The salaries of Conservator, Grade 2 are based on years of service and shall be adjusted to the appropriate step on the scale prescribed in Clause 3, Part A of this Agreement.

Other Officers

Officers currently designated as other than Conservation Assistant, Assistant Conservator, Conservator, Grade 1 and Conservator, Grade 2 shall transfer to the new scale at their current salary if their salary at the operative date of the Agreement equates with a step on the scale contained in Clause 3(A). If the officer's salary at the operative date of this Agreement does not coincide with a step on the new scale, the officer's commencing salary on the new scale will be that step immediately above the present salary rate.

For those officers where it is considered that the above transitional arrangements are inappropriate, the matter is to be referred to the Review Committee established under Clause 6.

In such cases the Review Committee will make an assessment as to the appropriate classification and grading of the job having regard to the definitions of all of the levels of work as prescribed in Clause 2 and will make appropriate recommendations to the Board.

The effective date of such recommendations is to be no earlier than the date of effect of this Agreement.

#### (4) 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 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, 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 Section 94 of the Public Service Act, 1979.

#### (6) REVIEW COMMITTEE

1. A Committee consisting of two representatives of the Board and two representatives of the Association shall be constituted to consider and recommend to the Board:-
  - (a) the progression of an officer from Conservator, Grade 1 to Conservator, Grade 2; and



(b) the date of effect of the progression recommended.

Provided that:

- (i) the Committee shall not, without sufficient reason, recommend the retrospective operation of any progression; and
- (ii) 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 an officer's progression referred to the Committee and, if the Board approves, any Departmental papers which illustrate the type of work performed by the officer or are otherwise relevant to the question of the progression of the officer.
3. Except as otherwise provided, the matters to be referred to the Committee shall be:-
  - (a) Any application by an officer for progression from Conservator, Grade 1 to Conservator, Grade 2 who possesses the requisite qualifications for Conservator, Grade 2;
  - (b) Such cases as the Association may raise, when the Association has stated the grounds and indicated the basis on which it desires such cases to be considered by the Committee;
  - (c) Such other cases as the Board may approve.
4. Where the Committee has not met to consider the progression of an officer within twenty-one (21) days of such progression having been referred to the Committee, the progression of the officer 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 recommendation for progression of an officer or as to the date of effect, the members representing the Association shall, within fourteen days of the meeting of the Committee at which such disagreement occurred, furnish to the Board a written report stating the reasons why progression is considered appropriate, or not as the case may be, 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 Board shall determine whether the officer is to be progressed without further reference to the Association.



6. Unsuccessful applicants may reapply for progression to Conservator Grade 2 twelve months after their application has been considered by the Committee.
7. The Board's decision on all recommendations of the Committee shall be final.

(7) WAGE BASE

The salaries prescribed by this Agreement are based on the basic wage of \$105.40 per week.

Such rates of pay 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 the like manner as if this Agreement were an Award prescribing annual rates of pay as so varied shall be adjusted to the nearest dollar.

(8) PREFERENCE OF EMPLOYMENT

- (i)(a) Subject to the provisions of this clause, absolute preference of employment shall be given to the members of the following union - Public Service Association of New South Wales.
  - (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 is entitled to enrol members, pursuant to its 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:-

"Auxiliary 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 Auxiliary Air Force, or such other organisation as the Governor may, by proclamation from time to time, declare to be an auxiliary 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 auxiliary 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 auxiliary 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 Air Forces of the Commonwealth.



(9) AREA, INCIDENCE AND DURATION

This Agreement shall apply to all officers, who on the effective date of this Agreement, were occupying a position covered by this Agreement, or who, after that date are appointed to one of such positions. It shall have effect for a period of one year on and from the fifth day of January, 1987 and shall continue in force thereafter until one month's notice of its termination is given by any one party.

IN WITNESS WHEREOF this agreement has been duly executed on the day and year herein before written.

Signed for and on behalf of  
the Public Service Board of  
New South Wales by its Chairman  
and a Member

*John Tucker* .....  
Chairman  
*R. Sheridan* .....  
Member