

IN THE TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T.1524 and T.1525 of 1988

IN THE MATTER OF APPLICATIONS BY
THE TASMANIAN PUBLIC SERVICE
ASSOCIATION AND THE TASMANIAN
TRADES AND LABOR COUNCIL
RESPECTIVELY [CONSEQUENT ON THE
DECISION OF THE FULL BENCH OF THE
AUSTRALIAN CONCILIATION AND
ARBITRATION COMMISSION IN THE
NATIONAL WAGE CASE OF 12 AUGUST
1988] TO INCREASE WAGE RATES AND
ALLOWANCES GENERALLY IN ALL AWARDS
AND AGREEMENTS AND TO REVIEW THE
WAGE FIXATION PRINCIPLES

ORDER -

**No. 3 of 1988
(Consolidated)**

**AMEND THE SURVEYORS (PRIVATE INDUSTRY) AWARD BY DELETING ALL THE CLAUSES
CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:**

1. TITLE

This award shall be known as the "Surveyors (Private Industry) Award".

2. SCOPE

This award applies to the whole of Tasmania to any person or persons, or class of persons employed in surveying duties and, or other associated duties as hereinafter defined but not including:

Surveyors employed in Federal or State Government Departments or instrumentalities, Local Government Authorities or Port Authorities and/or Marine Boards; or surveyors employed by the owners or operators of a mine or mining operations as defined in the Mines Inspection Act 1986.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from the beginning of the first full pay period to commence on or after 15 September 1988.

In respect of Clause 25 - Superannuation, this provision shall operate from 1 January 1989.

PROVIDED THAT it is a term of this award arising from the decision of the Tasmanian Industrial Commission State Wage Case of 5 September 1988 the terms of which are set out therein that the unions undertake, until 1 July 1989, not to pursue any extra claims, award or overaward, except where consistent with the State Wage Case Principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Surveyors (Private Industry) Award (No. 2 of 1988 - Consolidated).

PROVIDED FURTHER that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

- (a) all employers (whether members of a registered organization or not) who employ persons in the occupation specified in Clause 2 - Scope;
- (b) all employees (whether members of a registered organization or not) who are employed in the occupation specified in Clause 2 - Scope;
- (c) the Association of Draughting, Supervisory and Technical Employees, Tasmanian Branch and the officers of that organization and their members for whom classifications appear in this award;
- (d) the Tasmanian Confederation of Industries; and
- (e) the Tasmanian Trades and Labor Council.

7. DEFINITIONS

(a) **“Authorized Surveyor”**

As defined within the Land Surveyors' Act 1909.

(b) **“Engineering Surveyor”**

A person engaged as such and who has obtained a Diploma in Surveying (Engineering) from a recognized Technical College and has at least three (3) years field experience post diploma in engineering works to a level satisfactory to the Council of the Institution of Surveyors, Australia.

(c) **“Graduate Surveyor”**

A person who is engaged as such and who has obtained a degree in surveying from a tertiary institution recognized by the Surveyors' Board of Tasmania.

(d) **“Graduate Surveyor under Articles”**

A graduate surveyor (as defined) who is working under articles in order to qualify as an authorized surveyor (as defined).

(e) **“Mining Surveyor”**

A person employed by a consultant who is authorized with the State Mines Department to carry out survey work associated with the mineral reclamation industries.

(f) **“Show Day”**

"Show Day" means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

(g) **“Survey Assistant”**

A person who assists the leader of a survey party in the execution of his duties with field or office work.

(h) **Survey Technician**

A person engaged as such and who has obtained a Certificate in Surveying from a recognized Technical College, or has obtained a level of knowledge deemed equivalent thereto by the employer.

(i) **Survey Drafting Assistant**

Under supervision, prepares basic plans, drawings, charts, maps or documentation and performs associated straightforward calculations.

A Survey Drafting Assistant includes the new recruit who initially may have limited experience and whose work may be closely supervised. The degree of supervision decreases and his contribution increases with successive years of experience.

Typical of the duties performed would be:

- (i) prepare basic plans, drawings, charts, maps and graphs;
- (ii) trace and amend maps, plans and drawings;
- (iii) measure plant and equipment in the field and plot field data;
- (iv) perform hand colouring, type sticking and negative retouching and annotate plans or maps;
- (v) assist with the preparation of estimates, specifications or schedules of quantities;
- (vi) carry out routine fact finding inspections;
- (vii) prepare less involved survey plans or map compilations;
- (viii) undertake simple relief shading.

(j) **Survey Drafting Technician**

Under technical direction as to method of approach and requirements, performs surveying or cartographic drafting, and associated work, involving a variety of assignments or projects.

A Drafting Technician possesses a recognizable level of technical knowledge and competence. The complexity of individual tasks increases as his experience increases.

Typical of the duties performed would be:

- (i) perform simpler map/plan compilation work;
- (ii) prepare land, engineering and topographical plans from survey field books and other data;
- (iii) undertake straightforward computations associated with surveys;
- (iv) prepare plans of survey;
- (v) undertake preliminary checking of maps/plans;
- (vi) carry out negative retouching and masking for colour separation, stripping-in and engraving of amendments;
- (vii) operate stereoplotting equipment for contour and co-ordinate plotting;
- (viii) maintain plans showing land status.

8. SALARIES

The minimum annual salaries payable for the performance of surveying duties shall be:

Classification	Years of Continuous Service Within Industry	Annual Salary \$
1. Licensed Surveyor	1st	22442
	2nd	24342
	3rd	26235
	4th	29413
	5th	32582
2. Graduate Surveyor	1st	18639
	2nd	20224
	3rd	22123
	4th	24025
	5th	26245
3. Graduate Surveyor Under Articles	1st	18639
	2nd	20224
	3rd	22123

Classification	Years of Continuous Service Within Industry	Annual Salary \$
4. Engineering Surveyor	1st	16104
	2nd	17371
	3rd	18955
	4th	20858
	5th	24342
5. Mining Surveyor	1st	17371
	2nd	18955
	3rd	20858
	4th	23075
	5th	24342
6. Survey Technician	1st	17371
7. Survey Assistant	1st	15079
8. Survey Drafting Assistant	1st	17888
	2nd	18885
	3rd	18934
	4th	19291
	5th	20333
9. Survey Drafting Technician	1st	20964
	2nd	21765
	3rd	22619
10. Junior Survey Assistant	Percentage of Adult Rate	
Under 16 years	60	9048
16 - 17 years	70	10555
17 - 18 years	80	12063
18 - 19 years	90	13571
19 years	100	15079
11. Junior Survey Drafting Assistant	Percentage 1st Year Adult Rate	
17 years and under	52	9302
18 years	62	11091
19 years	75	13416
20 years	88	15741

9. ANNUAL LEAVE

(a) Period of Leave

All employees (other than casuals) shall be allowed a period of four weeks annual leave exclusive of public holidays after twelve months continuous service.

(b) Payment for Period of Leave

All employees before going on leave shall be paid the amount of salary they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period.

(c) Annual Leave Loading

An employee proceeding on annual leave shall be paid a loading of 17.5 per cent in addition to the payment prescribed in subclause (b) herein.

Such loading shall not be payable on pro rata leave on termination.

Provided that the loading shall not exceed an amount equivalent to a 17.5 per cent loading calculated on the salary of a 'Graduate Surveyor, fifth year of service'.

(d) Proportionate Leave on Termination of Service

If after one completed month of service in any 12 monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 12.67 hours for each completed month of continuous service.

(e) Close Down

An employer may close down his establishment, or part thereof, for a period of not less than nine consecutive days including non working days and allow the balance of the annual leave due to the employee to be taken as agreed.

In such cases, the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of employees in the establishment, or part thereof, respectively, and before asking the employees concerned for the agreement the employer shall advise the employees of the proposed date of the close down and the details concerning the taking of the balance of any outstanding annual leave.

10. CASUALS

- (a) A casual employee means an employee specifically engaged on a casual basis.
- (b) A casual employee shall be paid per hour one thirty eighth of the weekly rate prescribed for the work which he performs. In addition thereto a casual employee shall receive a 20% loading in lieu of annual leave, sick leave and public holidays.

11. CERTIFICATE OF SERVICE

Upon termination of employment the employer, when requested by the employee, shall provide the employee with a certificate of service stating length of service, duties performed and classification of office.

12. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, be entitled upon application being made to and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days, provided that no payment shall be made in respect of an employee's rostered day off.

Proof of such death in the form of a death notice or other written evidence, shall be furnished by the employee to the satisfaction of the employer, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

13. CONTRACT OF EMPLOYMENT

- (a) Except in the case of a casual, whose engagement shall be by the hour, the contract of service of every employee shall be terminable by two weeks' notice on either side given on any day or, in the event of such notice not being given, by the payment of two weeks' pay by the employer, or the forfeiture of payment of two weeks' pay by the employee.

PROVIDED THAT in a case whereby an employee is terminated for misconduct which would justify instant dismissal, wages shall be paid up to the time of dismissal only.

- (b) Within one month of the employment of an employee under this award, an employee shall, if he so requests, be advised by his employer of the award classification and the details of the total remuneration applicable to him and whether or not and over what period of time it includes any element compensating him in whole or in part for overtime work or work on Sundays or holidays. Further, on request, an employer shall advise an employee of other details of the conditions of employment applicable to him.

If an employee requests that details of his employment conditions be provided in writing the employer shall take all reasonable steps to satisfy the request.

14. FARES, TRAVELLING EXPENSES AND TRAVELLING TIME

- (a) An employee shall be reimbursed all reasonable expenses incurred whilst travelling on his employer's business including where appropriate excess travelling time not provided for by Clause 16 - Hours of Work, subclause (b).

'Excess travelling time' shall mean time spent in travelling which is in excess of the time normally taken by an employee in travelling from home to work and return.

- (b) Where an employee is required to use his private vehicle on his employer's business, he shall receive compensation at the rate of not less than 30 cents per km. Provided that no payment shall be made for travelling from an employee's home to his normal starting point.

15. HOLIDAYS WITH PAY

- (a) All employees (other than casuals) shall be allowed the following days as paid holidays:- New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.
- (b) All work performed on a public holiday shall be deemed to be work in excess or outside of normal hours of duty and shall be paid or compensated for in accordance with Clause 16 - Hours of Work, subclause (b).

16. HOURS OF WORK

- (a) The ordinary hours of work shall not exceed an average of 228 hours in a 42 consecutive day cycle.
- (b) An employer shall compensate an employee for all authorized time worked regularly in excess of normal hours of duty by:
 - (i) granting time off in lieu; or
 - (ii) taking this factor into account in the fixation of annual remuneration; or
 - (iii) payment for such excess hours at the rate of time and a half; or in the case of Sundays and Public Holidays at the rate of double time; or
 - (iv) granting other compensation such as additional leave or special additional remuneration;

as may be mutually agreed.

17. LEAVE RESERVED

Leave is reserved to ADSTE in respect of the following:

- . Definition of casual employees
- . Salaries for Engineering and Mining Surveyors
- . Hours of Work

18. MEAL BREAK

Not less than thirty minutes nor more than one hour shall be allowed for a meal break each day.

19. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

An employee who becomes pregnant, shall upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (i) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
- (ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of leave and commencement of leave

- (i) Subject to subclauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.
- (ii) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (iii) An employee shall give not less than 4 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (iv) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within 6 weeks immediately prior to her presumed date of confinement.

- (v) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(c) Transfer to a safe job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (g), (h), (i) and (j) hereof.

(d) Variation of period of maternity leave

- (i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (ii) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(e) Cancellation of maternity leave

- (i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desired to resume work.

(f) Special maternity leave and sick leave

- (i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then
 - (a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work; or
 - (b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (iii) For the purposes of subclauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.
- (iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(g) Maternity leave and other entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (c) and (f) hereof does not exceed 52 weeks:

- (i) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or any part thereof to which she is then entitled.
- (ii) Paid sick leave or other paid authorised award absences (excluding annual leave), shall not be available to an employee during her absence on maternity leave.

(h) Effect of maternity leave on employment

Notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of an award.

(i) Termination of employment

- (i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (ii) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to work after maternity leave

- (i) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than 4 weeks prior to the expiration of her period of maternity leave.
- (ii) An employee, upon expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (c) to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(k) Replacement employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (ii) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (iv) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (v) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

20. PART-TIME EMPLOYEES

- (a) A part-time employee is an employee engaged to regularly work less hours per day or week than a full-time weekly employee.
- (b) Part-time employees shall be paid per hour one thirty-eighth of the weekly rate prescribed for the work which he performs.
- (c) Part-time employees shall be entitled to the annual leave, holidays with pay and sick leave as prescribed in Clauses 9, 15 and 24, provided that payment therefor shall be made at the rate normally paid to such employees for a similar period of time worked.

21. PAYMENT OF SALARIES

Salaries may be paid weekly, fortnightly, or monthly at the discretion of the employer in cash, by cheque or by direct bank transfer into an account nominated by the employee.

22. PROTECTIVE EQUIPMENT

The employer shall have available a sufficient supply of protective equipment (as, for example, glasses, ear protectors, gumboots, helmets, overalls, dust coats or other efficient substitutes thereof) for use by employees when employed on work for which protective equipment is reasonably necessary.

23. RIGHT OF ENTRY

A duly accredited representative of the Association of Draughting, Supervisory and Technical Employees (Tasmanian Branch) shall be permitted to interview any employee covered by this award on legitimate union business on the business premises of his employer provided that it does not materially disrupt the work process.

PROVIDED FURTHER that the duly accredited representative shall give the employer reasonable notice of his intention to exercise his rights under this clause.

24. SICK LEAVE

- (a) An employee other than one engaged as a casual who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
 - (i) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
 - (ii) he shall, within 30 minutes of the commencement of such absence, inform the employer of his inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;
 - (iii) he shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
 - (iv) he shall not be entitled in any year (whether in the employment of one employer or more) to sick leave credit in excess of seventy six hours of ordinary working time;

- (v) for the purpose of administering paragraph (iv) of this subclause, an employer may within one month of this award coming into operation or within 2 weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.
- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- (c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

25. SUPERANNUATION

- (a) As from the first pay period to commence on or after 1 January 1989, employers shall, in respect of all eligible employees contribute an amount of 3% of each employee's ordinary pay each week into an approved superannuation fund.

- (b) For the purpose of this clause:

‘Approved Fund’ means Tasplan or a Fund which complies with the Insurance and Superannuation Commission requirements and is approved in writing by ADSTE.

‘Ordinary Weekly Salary’ means the normal weekly salary as expressed in clause 8 of this award.

‘Eligible Employee’ means an employee with a minimum of two weeks service and shall include part-time and casual employees as defined. Contribution to an approved Fund in respect of part-time and casual employees shall be proportionate to the hours of work of such employee.

