

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/37

TITLE: Maintenance Employees Wild Dog Destruction Board
Enterprise Agreement 2008

I.R.C. NO: IRC9/1391

DATE APPROVED/COMMENCEMENT: 2 October 2009 / 5 December 2008

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA06/52.

GAZETTAL REFERENCE: 30 October 2009

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all maintenance employees employed by Wild Dog Destruction Board, located at Adelaide Road, Broken Hill NSW 2880.

PARTIES: Wild Dog Destruction Board -&- Alex Andriessen, Lloyd Cox, Simon Harvey, Larry Johnston, Daniel Mayo, Joseph Mayo, Leonard Mohr, Jennifer O'Neil, William O'Neill, Robert Simpson

**MAINTENANCE EMPLOYEES
WILD DOG DESTRUCTION BOARD
ENTERPRISE AGREEMENT 2008**

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Arrangement

PART A

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2. PARTIES TO THE AGREEMENT

The Enterprise Agreement is made in accordance with:-

- (a) The provisions of sections 32-47 of the Industrial Relations Act 1996; and
- (b) The principles for approving enterprise agreements as provided by section 33(1) of the Act.

THE AGREEMENT was made on the..... day of2008, BETWEEN THE WILD DOG DESTRUCTION BOARD constituted under the Wild Dog Destruction Act 1921, and having its office at Adelaide Road, Broken Hill in the State of New South Wales (herein after called the "Board") of the one part and THE EMPLOYEES employed by the said Board;

Simon Harvey	Broughams Gate via BROKEN HILL NSW 2880	<i>Harvey</i>
Alexius Andriessen	Smithville via BROKEN HILL NSW 2880	<i>Andriessen</i>
Daniel Mayo	Smithville via BROKEN HILL NSW 2880	<i>Mayo</i>
Joe Mayo	Smithville via BROKEN HILL NSW 2880	<i>Mayo</i>
Larry Johnston	WhiteCATCH via BROKEN HILL NSW 2880	<i>Johnston</i>
William O'Neil	Wompah TIBOOBURRA NSW 2880	<i>O'Neil</i>
Jennifer O'Neil	Wompah TIBOOBURRA NSW 2880	<i>O'Neil</i>
Lloyd Cox	Toona TIBOOBURRA NSW 2880	<i>Cox</i>
Len Mohr	Hamilton Gate WANAARING NSW 2840	<i>Mohr</i>
Robert Simpson	Hamilton Gate WANAARING NSW 2840	<i>Simpson</i>

3. HOURS OF WORK

- (1) The ordinary hours of work shall be an average of thirty eight per week Monday to Friday to be worked by allowing one day off in each four week cycle. This means that employees shall accumulate 0.4 of an hour each eight hour day worked towards having a rostered day off in each 20 working days four week cycle, with pay.
- (2) The ordinary hours of work shall be 7am to 4pm with one hour for meal break. This roster may be varied by redirection or approval of the Operations manager.
- (3) Where an employee is required by the Board or its representative, to work in excess of 40 hours in any one week Monday to Sunday, the employee shall be entitled to equivalent time off at a later time mutually agreed between the Board or its representative and the employee.
- (4) In the absence of any agreement to the contrary, time off in lieu of excess hours shall be taken within the four week period of the excess hours being worked, so that over the four week period the employee works a total of 152 hours.
- (5) If the time in lieu of excess hours is not taken within the four week period it is forfeited. Provided that an employee and the Board may agree to either:
 - (a) Defer the time off in lieu to a date later than the four week period, or
 - (b) Defer the time off in lieu to be added to annual leave or other leave.

- (6) Provided that all time off in lieu of excess hours shall be taken within twelve months of it being worked or it is forfeited.

4. ROSTERED DAYS OFF

- (1) The maximum number of rostered days off shall be 12 days per annum.
- (2) The rostered day off for all employees shall be the first Friday of the month. In the event of unforeseen or emergency circumstances where there is agreement between the Board or its representative and the employee concerned, the rostered day off may be taken together at some other mutually acceptable time.
- (3) Any rostered days off accrued in accordance with clause (2) of this clause and taken together in a block will be treated as days worked for the purpose of payment.
- (4) An employee who has not worked a complete four week cycle shall receive pro-rata accrued entitlements in respect of the rostered day off.
- (5) The parties agree that flexibility shall be exercised to the maximum degree necessary to ensure the minimisation of costs. No replacement of employees absent on a rostered day off, sick leave or other emergency leave shall be made where the employees normally present, are able to cope with requirements.
- (6) There shall be no eligibility for sick leave when on rostered leave.
- (7) Where a rostered day falls on a public holiday or concession holiday the rostered day off shall be the second Friday of that month unless otherwise determined by the Board.

5. OVERTIME

- (1) Overtime shall mean one continuous hour or more in excess of 40 hours per week worked at the specific direction of the Board or its representative which, from its character or special circumstances, cannot be performed in accordance with time off in lieu arrangements of clause (3)
- (2) Payment for overtime shall not be made unless:
- (a) The Board or its representative has specifically directed the overtime; and
 - (b) The Board has approved the payment of overtime.
- (3) The rate of pay for directed overtime shall be time and a half for the first two hours and double time thereafter, provided that such overtime shall be calculated on a daily basis. The rate for directed overtime on Sundays and public holidays specified in clause (9), Public Holidays, of this agreement shall be double time.

6. WAGES

The rates of pay under this Agreement are as set out in **Table 1 Wages in PART B MONETARY RATES.**

(1) Trainee Maintenance Employee

Rates for Trainee Maintenance Employees are pegged to the NSW Minimum Wage and increase annually in line with the increase granted under the NSW State Wage Case Decision.

(2) Junior Trainee Maintenance Employees

Rates for Junior Trainee Maintenance Employees are calculated as a percentage of the Adult Trainee Maintenance Employee rate, as follows:

- At 15 years of age 45% of the adult Trainee Maintenance Employee rate
- At 16 years of age 50% of the adult Trainee Maintenance Employee rate
- At 17 years of age 55% of the adult Trainee Maintenance Employee rate

The rates increase annually in line with the increase granted under the NSW State Wage Case Decision

(3) Maintenance Employee Class 1

Rates for Maintenance Employees Class 1 are pegged to rates for Senior Station Hand Grade 3 under the Federal *Pastoral Industry Award* and will be increased by 2.5% each year for the three year term of the Agreement, such increases to be payable on the first pay period on or after:

5 December 2008
5 December 2009
5 December 2010

(4) Maintenance Employee Class 2

Rates for Maintenance Employees Class 2 are pegged at a rate \$30 a day higher than rates for Maintenance Employee Class 1 and will be increased by 2.5% each year for the three year term of the Agreement, such increases to be payable on the first pay period on or after:

5 December 2008
5 December 2009
5 December 2010

(5) Casual Loading

Adult or junior employees retained by the Wild Dog Destruction Board on a casual basis will receive a loading of 25% on top of the base hourly rates **as set out in Table 1 Wages in PART B MONETARY RATES.**

7. LEADING HAND ALLOWANCE

- (1) An allowance of \$125.00 per week shall be paid to each Maintenance Employee Class 1 and 2 who is required by the Operations Manager to carry out the duties of Leading Hand and the Board approves the decision of the Operations Manager. The allowance shall be paid as part of salary for leave purposes.

- (2) The Leading Hand allowance includes compensation for all instances of excess time and overtime and no other claims shall be made or considered for duties performed outside normal hours, Monday to Sunday.

8. PLANT ALLOWANCE

An allowance of \$30.00 per day shall be paid to each Maintenance Employee Class 1 (Boundary Rider) if directed by the Board or its representative to operate one of the following plant for four hours or more each day;

- Grader
- Articulated Loader
- Track Dozer
- Any other similar plant approved by the Board

9. MOTOR VEHICLE ALLOWANCE

- (1) An allowance shall be paid to each Maintenance Employee Class 2 at the rate of \$40.00 per week to cover normal maintenance and depreciation to the employee's four wheel drive vehicle.
- (2) Fuel and oil for these vehicles shall be supplied to each Maintenance Employee Class 2 while such vehicles are used in the course of their employment.
- (3) This allowance shall not be paid to employees receiving Leading Hand allowance. The Board shall provide such employees with a vehicle to be used for employment purpose only.

10. FREIGHT ALLOWANCE

In the case of employees working on the Queensland Border Fence and the South Australian Fence, the Board shall pay an allowance of \$20.00 per week to cover freight charges on necessary living supplies.

11. REMOTE AREA (DISABILITY) ALLOWANCE

All classifications of employees subject to this Agreement will be paid a Remote Area Allowance of \$25.00 per week in recognition of the environment in which they are employed and the variations herein. This allowance will be paid as part of salary for leave purposes.

12. CAMPING ALLOWANCE

Employees who are required to camp out by direction of the Board or its representative shall be paid camping allowance of \$20.00 for each day that the employee finds it necessary to remain in camp; provided that the employee shall not be entitled to the allowance prescribed in this clause for any working day on which the employee is absent from duty except in the case of sickness or for any reason approved by the Board.

13. HOLIDAYS

- (1) Employees shall be entitled to the following days as holidays without deduction of pay, namely the days observed in the district as Christmas Day, Boxing Day, New Year's Day,

Australia Day, Queen's Birthday, Good Friday, Easter Monday, Labour Day and other such holidays as may be proclaimed as public holidays throughout the State.

- (2) An employee who is absent from his/her employment on the working day immediately preceding or the working day immediately subsequent to a holiday without reasonable excuse or without the consent of the Board's representative for his/her place of employment, or the Operations Manager, shall not be entitled to payment for such holiday.

14. TERMS OF ENGAGEMENT

- (1) All employees, except casuals, shall be employed by the week. Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages in lieu of notice. Casuals shall be employed by the day.

- (2) Maintenance Employee Class 1 (Boundary Rider)

- (a) Maintenance Employees Class 1 shall be provided with a vehicle by the Board for use in their employment. These vehicles are to be used for employment purposes only.

- (b) The Board shall supply a cottage for the accommodation of each Maintenance Employee Class 1, connected to rural power, at a charge of \$5.00 per week to the employee.

- (3) Maintenance Employee Class 2

- (a) Maintenance Employees Class 2 shall provide their own vehicle for use in their employment for which the Board shall provide an allowance as prescribed in clause (9) of this Agreement.

- (b) The Board shall provide caravans, lighting and gas for the accommodation of Maintenance Employees Class 2 at a charge of \$5.00 per week to the employee.

15. MIXED FUNCTION, MAINTENANCE EMPLOYEE CLASS 1

Maintenance Employees Class 1 (Boundary Riders) are required to carry out mixed functions or any other duty that may be required to be carried out from time to time.

16. SICK LEAVE

- (1) Subject to the conditions set out hereunder, an employee with no less than three months continuous services may be granted sick leave on full pay up to a maximum of 10 working days in each sick leave year in respect of absence from duty, upon the Board being satisfied that such an absence is due to illness or incapacity not attributable to the employee's own misconduct.

- (2) For the purpose of this Section, a sick leave year shall commence on the first day of January, provided that in respect of the calendar year in which he/she is first appointed, and subject to the completion of not less than three months continuous employment, an employee shall be entitled to sick leave on the following basis for the first year;

- (a) Where employment commenced after 31 December and prior to 1 April – 10 Days

- (b) Where employment commenced after 31 March and prior to 1 July – 7.5 Days
 - (c) Where employment commenced after 30 June and prior to 1 October – 5 Days
 - (d) Where employment commenced after 30 September and prior to 1 January – 2.5 Days
- (3) Sick leave shall accumulate from year to year so that such entitlement or part thereof, if not claimed, shall be available to the employee in subsequent years upon the same conditions without reduction of the entitlement for that year.
 - (4) As soon as reasonably practicable, and in any case within 24 hours of absence from duty, due to illness or incapacity, an employee shall notify the Leading Hand at his/her place of employment or the Operations Manager of his/her inability for duty and state the nature of illness or incapacity and the estimated duration of the absence.
 - (5) Employees absent from duty on account of illness for any period, if called upon by the Board to do so must submit a medical certificate showing the nature of illness.
 - (6) In any instance where the Board has reasonable grounds to question whether an employee is medically unfit to undertake his/her full duties, the Board may require the employee to submit to medical examination.

17. ANNUAL LEAVE

- (1) Employees shall be entitled to four weeks annual leave per annum, such leave to accrue at the rate of one and two thirds of a day per month.
- (2) Annual leave shall not accrue to an employee in respect of any period of time which he/she has been absent from duty without pay.
- (3) Notwithstanding the provisions of the preceding paragraph, annual leave shall accrue in respect of;
 - (a) Any authorised absence without pay on account of illness;
 - (b) Any authorised absence without pay not exceeding five days in any period of 12 months.
- (4) Annual leave shall be taken at the convenience of the Board in one consecutive period, except where the Board and the employee agree otherwise.
- (5) Leave may, where special approval has been given, be allowed to accumulate up to a maximum of 40 working days and leave accruing in excess thereof shall be forfeited, unless the Board otherwise approves.

18. ANNUAL LEAVE LOADING

- (1) Employees shall be granted an annual leave-loading equivalent to 17.5% of four weeks ordinary wages. For the purpose of this clause, ordinary wages do not include any allowance under clause (8), (9) or (10).
- (2) There shall be a leave year ending 30 November in every year.
- (3) The full entitlement to the loading on annual leave that the employee has accrued over the previous year is to be paid to him/her on the first occasion on which he/she takes sufficient recreation leave to allow full absence from duty for at least two consecutive weeks after 1 December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30 November. Leave and salary records should be endorsed to indicate that payment of the annual leave loading for the previous year ending 30 November has been made.
- (4) In the event that no such absence occurring by 30 November of the following year, the employee (being still employed) is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous year, notwithstanding that the leave has not been taken.
- (5) The annual leave loading is not payable when an employee is granted annual leave to his/her credit or the monetary value thereof, on resignation or dismissal for misconduct.
- (6) The leave loading is to be calculated on the "ordinary wage" rate paid for the leave when taken. Where payment is made as at 30 November because no period of two weeks leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.

19. LONG SERVICE LEAVE

- (1) On completion of ten years service, an employee shall be entitled to two months on full pay. After completion of further service after 10 years, long service leave shall accrue at the rate of 15 calendar days (or 11 work days) for each completed year of service.
- (2) Where the services of an employee who has had at least five years service, but less than ten years, are terminated by the Board for any reason (other than the employee's serious and wilful misconduct) or by the employee on account of illness, incapacity or domestic or pressing necessity, he/she shall be entitled to one month's leave on full pay for five years service, and for service in excess of five years, to a further proportionate amount of leave on full pay calculated on the basis of two months leave for 10 years service.
- (3) Absence due to incapacity caused by accidents for which compensation is payable shall be regarded as service for the purpose of accrual of long service leave.
- (4) Long service leave shall be taken at the convenience of the Board.

20. SUPERANNUATION

Superannuation shall be payable in accordance with the terms of the *Superannuation Guarantee Act*.

21. REDUNDANCY PACKAGE

In the event of fence closure;

- (1) Payment of two weeks for each completed year of employment up to a maximum of 26 weeks.
 - (a) For the purpose of this clause the Disability Allowance shall be included
 - (b) For the purpose of this clause the Leading Hand Allowance shall be included, where applicable.
- (2) Casual employees and employees with less than one year's service shall not be eligible for this package.
- (3) Calculation for this package is for continuous service only.

22. DISPUTE PROCEDURE

In the case of a dispute the following shall apply;

- (1) The employee and/or a representative shall confer with the most immediate line management representative in an attempt to reach settlement.
- (2) In the event of failure to resolve the dispute, the matter must be referred to senior management by the line management. This action will take place as soon as possible, but must be within five normal working days from the time that discussions are concluded as in sub-clause (1). The parties will attempt to reach settlement.
- (3) In the event of failure to resolve the dispute, the employee and/or a representative shall confer with a representative of the Board and attempt to reach a settlement.
- (4) In the event of failure to resolve the dispute, the appropriate Industrial Tribunal may be requested to arrange a conciliation conference by either party. The parties will then attempt to reach a settlement.
- (5) Should a settlement not be reached by conciliation, the dispute will proceed to Arbitration in the normal manner and both parties agree to abide the decision of the Industrial Tribunal.
- (6) While the dispute procedure is being observed, no stoppage of work will occur.

23. RIGHT OF ENTRY

- (1) A duly accredited representative of a Union may;
 - (a) For the purpose of ensuring observance of the Agreement, enter premises where work covered by the Agreement is being undertaken and may for that purpose inspect any work and wages book and records.

And;
 - (b) For the purpose of interviewing employees on legitimate Union business during breaks or outside ordinary hours.

Providing that in each case;

- (i) He/she shall, at the earliest possible time, inform the Board or its representative of the purpose of the visit and produce an authority when requested and;
- (ii) He/she does not interfere with or interrupt work being carried on.

- (2) A representative of the Union shall be a duly accredited representative if he/she be the holder for the time being of a certificate signed by the particular Branch Secretary of the Union.

24. MEDICAL EXAMINATION

- (1) An employee is not eligible for permanent appointment to the Wild Dog Destruction Board unless he/she satisfies a medical examination as to his/her health. The standards for appointment relates solely to the fitness of the applicant to carry out the duties of the position to which he or she is appointed.
- (2) If the Board or its representative has reason to believe:
 - (a) That an employee is in such a state of health as to render him/her a danger to fellow employees or to the public, the Board or its representative may require the employee to submit for a medical examination, or;
 - (b) That the health of an employee on duty is likely to be seriously affected by permitting him/her to remain on duty, the Board or its representative may require the employee to submit for a medical examination, or;
 - (c) That the state of an employee absent from duty is likely to be seriously affected by permitting him/her to resume duty, the Board or its representative may require the employee to submit for a medical examination.

25. COMPASSIONATE LEAVE

Compassionate leave may be granted on a needs basis at the discretion of the Board or its representative provided that, in normal circumstances, such leave shall not exceed five days in any two year period.

26. FIRST AID TRAINING

Any employees that wish to undertake a First Aid Training Course may do so with the approval of the Operations manager. The Board will cover the cost of the Course.

27. MANAGEMENT AND STRUCTURE

All employees agree to cooperate in the management structure of the Board's operations.

28. Anti-Discrimination

- (a) It is the intention of the parties bound by this Enterprise Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, and age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Enterprise Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Enterprise Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Enterprise Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member because the staff member has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (1) any conduct or act which is specifically exempted from anti - discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (4) a party to this Enterprise Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (1) Employers and staff members may also be subject to Commonwealth anti-discrimination legislation.
- (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

29. DATE OF OPERATION

This Agreement shall commence on 5 December 2008 and shall remain in force for a period of three (3) years and will continue in force thereafter until the party gives one month's notice of termination.

30. NO DURESS

This Agreement was not entered into under duress by any party to it.

PART B

MONETARY RATES

Table 1 – Wages

Classification	Base rate at 5.12.08	Base rate at 30.7.09 (+ 2.8%)
Trainee Maintenance Employee <i>(Rate pegged to the NSW Minimum Wage and increases in line with annual NSW State Wage Case Decision)</i>	\$552.70 pw (\$14.54 ph)	\$568.20 pw (\$14.95 ph)
Junior Trainee Maintenance Employee 15 years of age (45% of adult rate) 16 years of age (50% of adult rate) 17 years of age (55% of adult rate)	\$248.71 pw (\$6.55 ph) \$276.35 pw (\$7.27 ph) \$303.98 pw (\$8.00 ph)	\$255.69 pw (\$6.73 ph) \$284.10 pw (\$7.48 ph) \$312.51 pw (\$8.22 ph)

Classification	Adjusted base rate	+2.5% fpp 5/12/08	+2.5% fpp 5/12/09	+2.5% fpp 5/12/10
Maintenance Employee Class 1 <i>(Rate pegged to Senior Station Hand Grade 3 under Federal Pastoral Industry Award)</i>	\$593.94 pw (\$15.63 ph)	\$608.79 pw (\$16.02 ph)	\$624.01 pw (\$16.42 ph)	\$639.61 pw (\$16.83 ph)
Maintenance Employee Class 2 <i>(Rate set at \$30 a day higher than Maintenance Employee Class 1)</i>	\$743.94 pw (\$19.57 ph)	\$762.54 pw (\$20.07 ph)	\$781.54 pw (\$20.57 ph)	\$801.14 pw (\$21.08 ph)

Table 2 – Allowances

Item	Clause	Description	\$ Amount
1	7	Leading Hand Allowance	125.00 pw
2	8	Plant Allowance	30.00 pd
3	9	Motor Vehicle Allowance	40.00 pw
4	10	Freight Allowance	20.00 pw
5	11	Remote Area (Disability) Allowance	25.00 pw
6	12	Camping Allowance	20.00 pd

AS WITNESS the hands of the parties the day and year first hereinbefore written.

THE COMMON SEAL of the WILD DOG
DESTRUCTION BOARD of the WESTERN
DIVISION OF NEW SOUTH WALES was
hereunto affixed by the authority of
the Board

L. A. Woods
CHAIRMAN



Signed by EMPLOYEES of the
WILD DOG DESTRUCTION BOARD
In the Presence of:

Robyn Mervin

Dave
R. Simpson
J. M...
W. O'Neil
J. O'Neil
Lloyd Cox
Harvey
Tracy
Robert...
A. J. Anderson