

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA18/04

TITLE: Border Fence Maintenance Employees Enterprise Agreement 2018

CASE NO: 2018/193776

DATE APPROVED/COMMENCED: 18 July 2018 / 1 July 2018

TERM: 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 2 November 2018

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all Employees employed by the Department of Industry who undertake work for the Border Fence Maintenance Board located at Barrier Highway, Broken Hill NSW 2880.

PARTIES: NSW Department of Industry and employees.

~~Tab 1~~

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA.....

**TITLE: BORDER FENCE
MAINTENANCE EMPLOYEES
ENTERPRISE AGREEMENT 2018**

I.R.C. NO:

2018/00193776

18 July

DATE APPROVED/COMMENCEMENT: 2018/ 1 July 2018

TERM: 3 Years

NEW AGREEMENT OR VARIATION: Replaces EA09/37

GAZETTAL REFERENCE:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all Employees employed by the Department of Industry who undertake work for the Border Fence Maintenance Board.

PARTIES:

Employer: NSW Department of Industry

&

Employees: James Cairns, Donald Goodlet, Christina Hayman, Jamie Hayman, David Harrington, Kevin Johnstone, Larry Johnstone, Robyn Mann, Phyllis Ploenges and Graeme Sneddon

BORDER FENCE MAINTENANCE STAFF ENTERPRISE AGREEMENT

PART A

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2. PARTIES TO THE AGREEMENT

- (1) 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.

- (2) The Agreement was made on the ³⁰.....day of ^{May}.....2018, BETWEEN the NSW Department of Industry (the Employer) of the one part and the following Employees employed to undertake work as required in accordance with the *Border Fence Maintenance Act 1921 No 17*:

James Cairns
Donald Goodlet
Christina Hayman
Jamie Hayman
David Harrington
Kevin Johnstone
Larry Johnstone
Robyn Mann
Phyllis Ploenges
Graeme Sneddon

3. **COVERAGE**

- (1) From the operative date of this Enterprise Agreement, it shall apply to all non-executive Employees, as defined in the *Government Sector Employment Act 2013*, who are employed by the Department of Industry, or any successor, as an ongoing, temporary or casual Employee in any of the classifications provided for in Part B Monetary Rates – Table 1 Salaries of this Agreement, and to new Employees employed during the term of this Agreement.
- (2) This Agreement rescinds and replaces the following expired NSW registered Enterprise Agreement:

EA09/37 – Maintenance Employees Wild Dog Destruction Board Enterprise Agreement 2008 (IRC9/391)

4. **NO EXTRA CLAIMS**

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Enterprise Agreement that take effect prior to 30 June 2021 by a party to this Agreement.

5. **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.
- (2) Casuals shall be employed by the hour with a minimum engagement of three (3) hours.

6. HOURS OF WORK

- (1) The ordinary hours of work shall be an average of thirty-eight (38) per week Monday to Friday to be worked on the basis of eight (8) hours per day with one day off in each four week cycle.
- (2) The ordinary hours of work shall be 7am to 4pm with one hour for a meal break. This roster may be varied by redirection or approval of the Operations Manager.
- (3) Where an Employee is required by the Employer or its representative, to work in excess of an average of 38 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 Employer 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 time in lieu of excess hours cannot be taken within the four week period an Employee and the Employer 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.

7. 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 fourth Friday of each 4 week period. In the event of unforeseen or emergency circumstances where there is agreement between the Employer or its representative and the Employee concerned, the rostered day off may be taken at some other mutually acceptable time.
- (3) Any rostered days off accrued in accordance with sub 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 an Employee absent on a rostered day off, sick leave or other emergency leave shall be made where the Employee normally present, are able to cope with requirements.
- (6) There shall be no eligibility for other forms of leave when on a rostered day off.

- (7) Where a rostered day falls on a public holiday or concession holiday the rostered day off shall be moved to another Friday within the 4 week period as determined by the Employer or its representative.

8. OVERTIME

- (1) Overtime shall mean a minimum of one continuous hour or more worked in excess of an average of 38 hours per week worked at the specific direction of the Employer or its representative which, from its character or special circumstances, cannot be performed in accordance with time off in lieu arrangements of Clause 6 Hours of Work of this Agreement.
- (2) Payment for overtime shall not be made unless:
- (a) The Employer or its representative has specifically directed the overtime;
 - (b) The Employer has approved the payment of overtime following endorsement by the Border Fence Maintenance Board.
- (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 shall be double time and the rate for public holidays specified in Clause 14 Public Holidays of this Agreement shall be double time and a half.

9. SALARIES

- (1) The rates of pay under this Agreement are as set out in Part B Monetary Rates – Table 1 Salaries.
- (2) The commencing rate of pay under each classification in this agreement shall be at the Year 1 rate of pay unless determined otherwise by the Employer. An Employee will increment to the next rate of pay within the relevant classification after the completion of 12 months satisfactory service.
- (3) An Employee cannot be appointed on an ongoing basis to a higher classification without being subjected to a comparative assessment following external advertising.
- (4) Casual Employees retained by the Employer on a casual basis will receive a loading of 15% (plus an additional 1/12th in lieu of holiday pay) on top of the base hourly rates calculated from the annual rates as set out in PART B Monetary Rates Table 1 Salaries.

10. REMOTE LOCATIONS LIVING ALLOWANCE

- (1) An Employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- (a) Indefinitely stationed and living in a remote area as defined in subclause 10 (2) of this clause; or
 - (b) Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 10 (2) of this clause.

- (2) The grade of appropriate allowance payable under this clause shall be determined as follows:
- (a) Grade A allowances - the appropriate rate shown as Grade A in Part B Monetary Rates – Table 2 Allowances of this Agreement in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in subclauses 10 (2) (b) and 10 (2) (c) of this clause;
 - (b) Grade B allowances - the appropriate rate shown as Grade B in Part B Monetary Rates – Table 2 Allowances of this Agreement in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringe, White Cliffs, Wilcannia and Willandra;
 - (c) Grade C allowances - the appropriate rate shown as Grade C in Part B Monetary Rates – Table 2 Allowances of this Agreement in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocaleche, Olive Downs, Tibooburra and Yathong.
- (3) The dependant rate for each grade is payable where:
- (a) The Employee has a dependant as defined in subclause 10 (4); and
 - (b) The Employee's dependant(s) resides within the area that attracts the remote area allowance; and
 - (c) The Employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- (4) For the purposes of this clause dependant is defined as:
- (a) The spouse of the Employee (including a de facto spouse);
 - (b) Each child of the Employee aged eighteen years or under;
 - (c) Each child of the Employee aged more than eighteen years but less than twenty-six years who remains as a student in full time education or training at a recognised educational institution, or who is an apprentice; and
 - (d) Any other person who is part of the Employee's household and who is, in the opinion of the Employer, substantially financially dependent on the Employee.
- (5) Temporary Employees who are employed for short periods and Casual Employees are not eligible to receive a remote areas allowance.

- (6) An Employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave.
- (7) An Employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- (a) The Employee continues in employment; and
 - (b) The dependants continue to reside in the area specified; and
 - (c) Military pay does not exceed the Employee's salary plus the remote areas allowance.

If the military salary exceeds the Employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

- (8) An Employee who proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Part B Monetary Rates – Table 2 Allowances of this Agreement for the additional costs of travel.

11. CAMPING ALLOWANCE

- (1) Employees who are required to camp out by direction of the Employer or its representative shall be paid camping allowance at the rates set out in Part B Monetary Rates–Table 2 Allowances and provided adjusted in line with the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, or subsequent awards.
- (2) An Employee who is required to provide camping equipment, or own bedding and sleeping bag while camping on Employer business, shall be paid the additional allowance at the rate set out in Part B Monetary Rates – Table 2 Allowances.

12. SUPERANNUATION

Superannuation shall be payable in accordance with the terms of the *Superannuation Guarantee Act 1992*.

13. SALARY PACKAGING

- (1) For the purposes of this clause "salary" means the salaries or rates of pay prescribed in Clause 9 or in Table 1 of Part A Monetary Rates – Salaries of this Agreement and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- (2) An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

- (3) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged.
- (4) The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employees and the Employer will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- (5) Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
 - (a) Any fringe benefits tax liability arising from a salary packaging arrangement; and
 - (b) Any administrative fees.
- (6) Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be circulated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
 - (a) Superannuation Guarantee-Contributions;
 - (b) Any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (c) Payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

14. PUBLIC HOLIDAYS

- (1) Employees shall be entitled to the following days as holidays without deduction of pay, namely on the days observed in the district as Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC day, Queen's Birthday, Labour Day and any other such holidays as may be proclaimed as public holidays throughout the State.
- (2) An Employee who is absent from employment on the working holiday immediately preceding or the working day immediately subsequent to a holiday without reasonable excuse or without the consent of the Employer's representative for the Employee's place of employment, or the Operations Manager, shall not be entitled to payment for such holiday.

15. 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 ten (10) working days in each sick leave year in respect of absence from duty, upon the Employer 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 an Employee is first appointed, and 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 their place of employment or the Operations Manager of their 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 Employer to do so must submit a medical certificate showing the nature of illness.
- (6) In any instance where the Employer has reasonable grounds to question whether an Employee is medically unfit to undertake their full duties, the Employer may require the Employee to submit to medical examination.

16. ANNUAL LEAVE

- (1) Employees shall be entitled to four (4) 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 when absent from duty on leave 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 (5) days in any period of 12 months.
- (4) Annual leave shall be taken at the convenience of the Employer in one consecutive period, except where the Employer and the Employee agree otherwise.
- (5) Annual leave may, where special approval has been given, be allowed to accumulate up to a maximum of 30 working days unless the Employer otherwise approves.

- (6) An Employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (7) An Employee can elect at any time to cash out five days of additional annual leave per annum as provided in subclause 16.6.

17. ANNUAL LEAVE LOADING

- (1) Employees shall be granted an annual leave loading equivalent to 17.5% of four weeks ordinary salary. For the purposes of this clause, ordinary salary does not include any allowance under Clause 10 or 11 of this Agreement.
- (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 on the first occasion on which the Employee 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 their credit or the monetary value thereof, or on dismissal for misconduct.
- (6) The leave loading is to be calculated on the "ordinary salary" 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 as at 30 November.

18 EXTENDED LEAVE

- (1) At the completion of ten (10) years of service, an Employee shall be entitled to two (2) months extended leave on full pay (i.e. 44 days).
- (2) After completion of ten (10) years of service, extended leave shall accrue at the rate of eleven (11) working days per annum.
- (3) Where the services of an Employee who has had at least five years' service, but less than seven years, are terminated by the Employer for any reason (other than the Employee's 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 (5) years' service, and for service in excess of five (5) years, to a further proportionate amount of leave on full pay calculated on the basis of two (2) months leave for ten (10) years' service.

- (4) Absences due to incapacity for which compensation or a form of paid leave is available shall be regarded as service for the purpose of accrual of long service leave.
- (5) Extended leave shall be taken at the convenience of the Employer.

19. COMPASSIONATE LEAVE

Compassionate leave may be granted on a needs basis at the discretion of the Employer or its representative provided that, in normal circumstances, such leave shall not exceed five (5) days in any two (2) year period.

20. PARENTAL LEAVE

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (2) Maternity leave shall apply to an Employee who is pregnant and, subject to this clause the Employee shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to nine (9) weeks prior to the expected date of birth; and
 - (b) For a further period of up to twelve (12) months after the actual date of birth.
 - (c) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (3) Adoption leave shall apply to an Employee adopting a child and who will be the primary care giver, the Employee shall be granted adoption leave as follows:
 - (a) For a period of up to twelve (12) months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding twelve (12) months on a full-time basis, as the Employer may determine, if the child has commenced school at the date of the taking of custody.
- (4) Special Adoption Leave - An Employee shall be entitled to unpaid adoption leave for up to two (2) days to attend interviews or examinations for the purposes of adoption. Adoption leave may be taken as a charge against annual leave, extended leave, time off in lieu or compassionate leave.
- (5) Other Parent Leave - Where maternity or adoption leave does not apply, "other parent" leave is available to male and female Employee who apply for leave to look after their child or children. Other parent leave applies as follows:
 - (a) Short other parent leave - an unbroken period of up to eight (8) weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding twelve (12) months, less any short other parental leave already taken by the Employee as provided for in

subclause 20 (5) (a). Extended other parental leave may commence at any time up to two (2) years from the date of birth of the child or the taking of custody of the child.

- (6) An Employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to fourteen (14) weeks, an Employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to one (1) week, provided the Employee:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause 20 (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than forty (40) weeks' continuous service.
 - (c) Payment for the parental (i.e. maternity, adoption or short other parent leave) may be made as follows:
 - In advance as a lump sum; or
 - Fortnightly as normal; or
 - Fortnightly at half pay; or
 - A combination of full-pay and half pay
- (7) Payment for parental leave is at the rate applicable when the leave is taken. An Employee working in a full time role who is on part time leave without pay when they start parental leave is paid:
- (a) At the full time rate if they began part time leave forty (40) weeks or less before starting parental leave;
 - (b) At the part time rate if they began part time leave more than forty (40) weeks before starting parental leave and have not changed their part time work arrangements for the forty (40) weeks;
 - (c) At the rate based on the average number of weekly hours worked during the forty (40) week period if they have been on part time leave for more than forty (40) weeks but have changed their part time work arrangements during that period.
 - (d) An Employee who commences a subsequent period of maternity or adoption leave for another child within twenty four (24) months of commencing an initial period of maternity or adoption leave will be paid:
 - (e) At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (f) At a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the twenty four (24) month period; or
 - (g) At a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

(8) Except as provided in subclause 20 (6) of this clause parental leave shall be granted without pay.

(9) Right to request - An Employee who has been granted parental leave in accordance with subclause (2), (3) or (5) of this clause may make a request to the Employer to:

(a) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months;

(b) Return from a period of full time parental leave on a part time basis until the child reaches school age. (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the Employee in reconciling work and parental responsibilities.

(c) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.

(10) Notification Requirements

(a) When the Employer is made aware that an Employee or their spouse is pregnant or is adopting a child, the Employer must inform the Employee of their entitlements and their obligations under the Agreement.

(b) An Employee who wishes to take parental leave must notify the Employer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- That the Employee intends to take parental leave, and
- The expected date of birth or the expected date of placement, and
- If the Employee is likely to make a request under subclause 20 (9) of this clause.

(c) At least four (4) weeks before an Employee's expected date of commencing parental leave they must advise:

- The date on which the parental leave is intended to start, and
- The period of leave to be taken.

(d) Employee's request and the Employer's decision to be in writing.

The Employee's request under subclause 20 (9) and the Employer's decision made under subclause 20 (10) must be recorded in writing.

(e) An Employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to twelve (12) months must notify the Employer in writing as soon as practicable and preferably before beginning parental

leave. If the notification is not given before commencing such leave, it may be given at any time up to four (4) weeks before the proposed return on a part time basis, or later if the Employer agrees.

- (f) An Employee on maternity leave is to notify her Employer of the date on which she gave birth as soon as she can conveniently do so.
- (g) An Employee must notify the Employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (h) An Employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Employer and any number of times with the consent of the Employer. In each case she/he must give the Employer at least fourteen (14) days' notice of the change unless the Employer decides otherwise.
- (i) An Employee has the right to her/his former role if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes work immediately after the approved leave or work on a part time basis.
- (j) If the role occupied by the Employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the Employee is qualified for and is capable of performing, the Employee shall be assigned to a role of the same grade and classification as the Employee's former role.
- (k) An Employee does not have a right to her/his former role during a period of return to work on a part time basis. If the Employer approves a return to work on a part time basis then the role occupied is to be at the same classification and grade as the former role.
- (l) An Employee who has returned to full time work without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of four (4) weeks' notice (or less if acceptable to the Employer) must be given.
- (m) An Employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave extended leave or sick leave without pay. An Employee may apply for accrued annual leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (n) An Employee may elect to take available annual leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.

- (11) An Employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- (a) Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
 - (b) The total period of parental leave is not extended by the taking of annual leave at half pay; and
 - (c) When calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- (12) If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Employer, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

If such adjustments cannot be reasonably be made, the Employer must grant the Employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

- (13) Communication during parental leave
- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the Employee held before commencing parental leave; and
 - (ii) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status of responsibility level of the role the Employee held before commencing parental leave.
 - (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part time basis.
 - (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this subclause .20.

21. MEDICAL EXAMINATION

- (1) A new Employee is not eligible for ongoing employment unless they complete a medical examination as to their health. The standards for appointment relates solely to the fitness of the applicant to carry out the duties of the role to which he or she is appointed.
- (2) If the Employer 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 Employee or to the public, the Employer or its representative may require the Employee to submit for an independent 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 Employer or its representative may require the Employee to submit for an independent 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 Employer or its representative may require the Employee to submit for an independent medical examination.

22. FIRST AID TRAINING

Any Employee that wishes to undertake a First Aid Training Course may do so with the approval of the Operations Manager. The Employer will cover the cost of the course.

23. DISPUTE PROCEDURE

In the case of a dispute the following shall apply;

- (1) The Employee and/or 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 subclause (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 Employer 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.

24 ANTI-DISCRIMINATION

- (1) 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, age and responsibilities as a carer.
- (2) 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 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.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons less than 21 years of age;
 - (c) Any act or practise of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this Enterprise Agreement from pushing matters of unlawful discrimination in any State of Federal Jurisdiction.
- (5) 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.
 - (a) The Employer and Employee may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56 (d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act effects ... 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."

25. DATE OF OPERATION

- (1) This Agreement shall commence on 1 July 2018 and shall remain in force for a period of three (3) years.
- (2) The Agreement will continue in force thereafter until either party gives one month's notice of termination.

26. NO DURESS

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

**PART B
MONETARY RATES**

TABLE 1: SALARIES

Classification	1 July 2018 Per annum	First full pay period to commence on or after 1 July 2019 2.5% Per annum	First full pay period to commence on or after 1 July 2020 2.5% Per annum
Fence Maintenance	Year 1 \$47,499 Year 2 \$49,510 Year 3 \$52,189	Year 1 \$48,686 Year 2 \$50,748 Year 3 \$53,494	Year 1 \$49,903 Year 2 \$52,017 Year 3 \$54,831
Plant Operator	Year 1 \$54,975 Year 2 \$56,499	Year 1 \$56,349 Year 2 \$57,911	Year 1 \$57,758 Year 2 \$59,359
Leading Hand	Year 1 \$59,687 Year 2 \$63,618	Year 1 \$61,179 Year 2 \$65,208	Year 1 \$62,708 Year 2 \$66,838
Secretary for the Board	Year 1 \$70,652 Year 2 \$72,783 Year 3 \$75,055	Year 1 \$72,418 Year 2 \$74,603 Year 3 \$76,931	Year 1 \$74,228 Year 2 \$76,468 Year 3 \$78,854
Operations Manager	Year 1 \$94,782 Year 2 \$97,616	Year 1 \$97,152 Year 2 \$100,056	Year 1 \$99,581 Year 2 \$102,557

TABLE 2: ALLOWANCES


Note: These allowances are adjusted in accordance with the Annual NSW Treasury Circular issued by Public Sector Industrial Relations

Clause 9(2): Remote Area Allowance	Rate as at 1 July 2018 Adjusted by Sydney CPI for the preceding year to March quarter 2.1% Per annum
With dependants	
Grade A	\$2087
Grade B	\$2768

Grade C	\$3696
Without dependants	
Grade A	\$1456
Grade B	\$1940
Grade C	\$2589
Clause 9 (8): Assistance when travelling on annual leave	Per annum
By private motor vehicle (casual rate)	27.0 cents per km up to a maximum of 2850 kms less \$51.50
Other transport – with dependents	Actual reasonable transport expenses in excess of \$51.50 and up to \$344.55
Other transport- without dependents	Actual reasonable transport expenses in excess of \$51.50 and up to \$170.20
Rail travel	Actual rail fare less \$51.50
Clause 10: Camping Allowance	Allowance rate per night Adjusted by Sydney CPI for the preceding year to March quarter 2.1%
Established Camp	\$33.00
Non Established Camp	\$43.60
Additional allowance if camping in excess of 40 days per year	\$10.40
Camping equipment *	\$32.70*
Bedding and sleeping equipment*	\$5.50*
NB * Allowances only paid if these items are not provided by the Employer.	

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

Signed On behalf of the
NSW Department of Industry


.....

In the Presence of:



.....

Signed by EMPLOYEES

Employed by the NSW Department of Industry
undertaking work for the Border Fence Maintenance Board

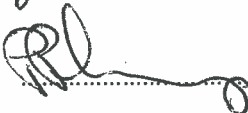
In accordance with the Border Fence
Maintenance Act 1921 No 17

In the Presence of:

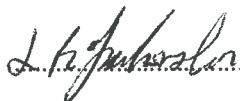

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Joshua Higgs

 DAVID HARRINGTON


 JAMES IZ CAIRNS

 PHYLLIS PLOENGES


 CAROLEE SNEDDEN

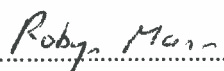
 HARRY JOHNSTON

 KEVIN JOHNSTON

 DONNY GOODLET

 CHRISTINA HAYMAN

 JAMIE HAYMAN

 ROBYN MANN