

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/63

I.R.C. NO: 96/6461

DATE APPROVED/COMMENCEMENT: 21 March 1997

TERM: 3 years

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 58

TITLE: Tamworth Rural Lands Protection Board Enterprise Agreement



COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Administrative Officers, District Veterinarians, Managing Rangers, Rangers, Administrative Assistants, Field Assistants, and Senior Field Assistants, Senior Administrative Assistant.

PARTIES: Tamworth Rural Lands Protection Board and Neville Beale, Garry Beavitt, Daniel Burgess, Trevor Burgess, Lachlan Cameron, Erik Dekkers, Bradley Gallagher, Alwyn Goodchild, John Hemmings, Bruce Henry, Grahame Kelly, Gregory Lumber, David Norvill, Craig Norvill, Roslynn Riggs, Fiona Snape, Bianca Sutherland, Tony Towler.

#1

TAMWORTH RURAL LANDS PROTECTION BOARD
ENTERPRISE AGREEMENT

THIS AGREEMENT IS MADE this day of 1997
BETWEEN the TAMWORTH RURAL LANDS PROTECTION BOARD and
all the staff of the TAMWORTH RURAL LANDS PROTECTION BOARD.

THIS AGREEMENT in so far as it relates to salaries and conditions of employment shall cover the following classifications and occupations.

- 1. Administrative Officers
- 2. District Veterinarians
- 3. Managing Rangers
- 4. Rangers
- 5. Administrative Assistants
- 6. Field Assistants and Senior Field Assistants
- 7. Senior Administrative Assistant



Industrial Commission
 Cor. Bauer, J. 16C96/626
Tamworth Rural Lands Protection Board
Enterprise Agreement -
 Exhibit 1 *Mr. Pans*
 2103179 *J. Martin*
 Associate.

TAMWORTH RURAL LANDS PROTECTION BOARD

ENTERPRISE AGREEMENT

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CONDITIONS OF EMPLOYMENT unless otherwise stated in this agreement shall be the same as those governed and affixed by the RURAL LAND PROTECTION BOARD'S CONDITIONS (STATE) AWARD, 1995.

1. BASIC WAGE

This agreement in so far as it fixes rates of wages and salaries, is subject to variation in accordance with the provisions of subsection (2) of Section 14 of the New South Wales Industrial Relations Act 1992.

1A. NO DISADVANTAGE CLAUSE

No member of the Tamworth Rural Lands Protection Board staff shall suffer any disadvantage whatsoever arising out of the operation of this Enterprise Agreement.

This clause will take effect upon wages and/or conditions specified in the award or resulting from State Wage Case decisions overtaking those specified in this Enterprise Agreement. If this occurs no staff member shall be denied any resulting increase in wages and conditions.

2. DEFINITIONS

- 2.0 "The award" shall mean the Rural Lands Protection Board Conditions (State) Award, 1995.
- 2.1 "The Board" shall mean the Tamworth Rural Lands Protection Board.
- 2.2 "The Board's Headquarters" shall mean 102 Brisbane Street, Tamworth.
- 2.3 "Department" shall mean the New South Wales Agriculture Department.
- 2.4 "Chairperson" shall mean the Chairperson of the Tamworth Rural Lands Protection Board.
- 2.5 "Director" shall mean those persons duly elected or appointed as Directors under the Rural Lands Protection Act, 1989.
- 2.6 "Council" shall mean State Council to the Rural Lands Protection Board's Association of New South Wales.
- 2.7 "District Veterinarian" shall mean that category of employee employed to carry out duties under Section 22 of the Rural Lands Protection Act, 1989, qualified and appointed to a district or districts.
- 2.8 "Ranger" shall be that category of employee qualified and appointed to perform duties as Ranger in the Board's district.
- 2.9 "Administrative Officer" shall be that category of employee qualified and appointed as Secretary to serve the administrative requirements and duties of the Tamworth Rural Lands Protection Board.
- 2.10 "Associations" shall mean the Public Service Association of New South Wales.
- 2.11 "Legal Training Course" shall mean those legal training course conducted by the New South Wales Department of Agriculture.

3. Industry and Scope of Agreement

This agreement shall apply to the employment relationship between the Tamworth Rural Lands Protection Board and the employees of the Board for whom terms and conditions of employment are included in this agreement, in the performance of work within the Tamworth Rural Lands Protection Board's district in or in connection with or incidental to the Rural Lands Protection Act, 1989, the Stock Diseases Act or any other relevant legislation.

4. Contract of Employment

- 4.1
- a) Wherever possible, full-time employment should be implemented
 - b) The Board may employ persons on a part-time basis in any area of operations of the Board. A part-time employee is, for all purposes of the agreement, entitled to the same terms and conditions as a full-time employee, provided that in all cases entitlement is determined on a pro rata basis.
 - c) The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the Board, provided that, in the absence of an agreement, the minimum number of hours worked shall be nine and a half (i.e. a quarter of the full-time hours).
 - d) Once the hours to be worked are agreed upon, any time worked by part-time employees in excess of the full-time hours for that classification shall be deemed to be overtime and the overtime provisions of this agreement shall apply.
 - e) A part-time employee may work less than five days per week.
 - f) Part-time employment shall not act to the detriment of full-time employees and no full-time employee shall be required to work part-time.
 - g)
 - (i) A person who is initially contracted to work part-time may elect to work full-time at any time subject to the Board's convenience and the availability of work for the classification and grade of the position.
 - (ii) A full-time staff member who elects to work part-time for a set period will be guaranteed the right of return of full-time work at the end of the period provided that this is specified and negotiated at the outset.

(iii) Full-time staff members who elect to work part-time and who have not specified that they wish to return to full-time work may elect to return to full-time work at any time subject to the Board's convenience and the availability of work for the classification and grade of the position.

h) If any dispute arises in relation to the application or operation of this clause, the dispute settling procedures contained in Clause 28 of the Agreement.

4.2 a) Nothing in this agreement shall affect the right of the Board to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, provided that no employee shall be dismissed without notice for:

(i) sickness, accident or injury if he or she informs the Board or the Board's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day;

(ii) any other reasonable cause if he or she informs the Board or the Board's representative within a reasonable time prior to or after the commencing time on any day or his or her inability to commence duty on that day.

(b) Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct, while legitimately absent from duty on accrued sick leave or annual leave.

(c) An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.

(d) (i) Notice of termination by a Board:

(1) In order to terminate the employment of an employee the Board shall give the employee the following notice:

Period of Continuous Service	Period of Notice
less than one year	1 week
1 year and up to the completion of 3 yrs	2 weeks
3 years and up to the completion of 5 yrs	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice in section (1) hereof, employees over 45 years of age at the time of giving the notice with not less than 2 years' continuous service shall be entitled to an additional week's notice.
 - (3) Payment in lieu of the prescribed notice in section (1) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (4) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
 - (5) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal such as malingering, misconduct, incompetence, inefficiency or neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (ii) The notice of termination required to be given by an employee shall be the same as that required of the Board save and except that there shall be not additional notice based on the age of the employee concerned. If an employee fails to give notice the Board shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary-time rate of pay for the period of notice.
- (iii) Where the Board has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Board or the Board's representative.

- (iv) The Board shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or type or work performed by the employee.
- (v) Termination of employment by the Board shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include termination with or without notice. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, union membership or activity, non-union membership or activity, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

4.3 The Board may employ persons on a casual basis. Such persons shall be paid the appropriate salary rate on a pro rata basis plus 15 per cent.

5. Classifications and Salary Structures

5.1 District Veterinarians

Grade 1	Year 1	\$33,408.00
Grade 1	Year 2	\$35,408.00
Grade 1	Year 3	\$37,408.00
Grade 2	Year 1	\$38,908.00
Grade 2	Year 2	\$41,408.00
Grade 2	Year 3	\$43,908.00
Grade 3	Year 1	\$46,408.00
Grade 3	Year 2	\$53,408.00
Grade 4		\$56,408.00



5.1.1 An additional per annum allowance of \$1592.00 shall be paid to the District Veterinarian but no further increases shall apply to this allowance.

5.1.2 Progression Criteria

Progression between years in Grades I, II and III to follow twelve months satisfactory service at the previous level and the successful completion of an Animal Health Plan as provided under Section 77(4)(d) of the Rural Lands Protection Act, providing that if a planning meeting is not held during any twelve month period for any reason other than dereliction by the District Veterinarian, the payment will be backdated to the time it would have become due.

Progression from Grade I to Grade II shall follow application by the District Veterinarian and assessment by the Board and a representative of the Chief Veterinary Officer that the following criteria are satisfied:

- i) Satisfactory completion of 12 months at maximum level of Grade I
- ii) Authority as Inspector under Stock Diseases Act
- iii) Skills equivalent to those offered by training courses:
 - a) Stage 3 Legal Training
 - b) Demonstrated Communications Skills
 - c) Training in Supervision of 1080
- iv) Familiarity with and ability to interpret NSW Agriculture Animal Health Policy,
- v) Familiarity with and ability to exercise appropriate functions under:
 - a) Stock Diseases Act
 - b) Rural Lands Protection Act
 - c) Interstate requirements for movement of livestock
 - d) Natural Disaster relief policies
 - e) Stock (Chemical Residues) Act
 - f) Cattle Compensation Act
 - g) Stock (Artificial Breeding) Act
 - h) Veterinary Surgeons Act
 - i) Prevention of Cruelty to Animals Act
 - j) Exotic Diseases of Animals Act
- vi) Ability to report to Board and NSW Agriculture on animal health matters
- vii) Ability to supervise other staff
- viii) Ability to maintain records of animal health events within District.



Progression from Grade II to Grade III shall be by application by the District Veterinarian and shall be granted subject to the Board's approval and discretion to reflect the skill and experience of the individual applicant.

- i) Satisfactory completion of twelve (12) months at maximum level of Grade II.
- ii) Attended a workshop on or attained skills equivalent to those offered by:
 - a) Epidemiology for Field Veterinarians
 - b) Exotic Disease preparedness workshop
- iii) Ability to advise on:
 - a) Diseases of important livestock species
 - b) Livestock management systems of significance within the District
- iv) Diagnostic competence in diseases of important livestock species.
- v) Skill in gross pathology of livestock species.
- vi) Knowledge of economic impact of diseases of important livestock species.
- vii) Ability to formulate and execute annual Animal Health Plan for RLP District.



Progression from Grade III to Grade IV to be by application by the District Veterinarian with supporting resolution by the Board and assessment by a panel comprising nominee of the Boards; a nominee of the Chief Veterinary Officer, a nominee of the State Council and a nominee of the Association of District Veterinarians that the following criteria are satisfied:

- i) Satisfactory completion of twelve (12) months on maximum level of Grade III.
- ii) Demonstrated skill and ability to provide"
 - a) major contributions to the design, implementation and evaluation of District and Regional animal health objectives.
 - b) Major input into the adoption of improved animal health practices by industry with evidence of substantial benefit.
 - c) Sustained high output of high quality extension material
 - d) High level of skill in the diagnosis, treatment, control, prevention and management of animal health problems in the important livestock enterprises of the District.

- e) Co-operation with other functional areas, other disciplines and other agencies
- f) Leadership of an animal health team.
- g) High level of input into the planning and achievement of the Board's corporate goals.
- h) Major or significant contributions to statewide animal health programs.
- i) Such other qualities, expertise and knowledge as are from time to time deemed appropriate by the Assessment Panel.

5.2 Administrative Officers

- a) First year of service in the Board is probationary.
- b) Initial appointment may be made to any step in the scale subject to the appointee being qualified and satisfying the progression criteria.

5.2.1 Salary Structure

Year 1 to 2	\$40,800.00
Years 3, 4 and 5	\$43,520.00
Years 6, 7 and 8	\$46,240.00
Year 9 and thereafter	\$50,320.00



5.2.2 Progression Criteria

- i) A new appointee to the position of Administrative Officer may be appointed by the Board to such grade and salary as is deemed appropriate at the Board's discretion subject to the appointee's ability, experience and knowledge.
- ii) Accelerated progression to any salary band within the Administrative Officer Classification shall be subject to application by the Administrative Officer.

- iii) Upon any such application for accelerated progression the Board shall ascertain that the applicant has satisfactorily completed such accounts, clerical certificates or qualifications deemed equivalent and have attended and completed the relevant training seminars as organised from time to time by the Board.
- iv) Upon the Board being satisfied that the applicant has met the subject criteria, an Assessment Panel comprising a representative of the Board, a representative of New South Wales Department of Agriculture and representative of the Administrative Officer's Association or other delegated person shall be convened to consider and determine the application brought before it.
- v) If any officer feels that any application for progression has not been reasonably treated, appeal is to be as specified for the Dispute Settling Procedures in Clause 28 of the Agreement.

5.3 Administrative Assistants

Level 1	\$23,692.00
Level 2	\$24,200.00
Level 3	\$25,916.00
Level 4	\$27,775.00



5.3.1. Progression Criteria

- i) Progression to Level 2 subject to the appointee serving one year at Level 1 and passing assessment by a panel appointed by the Board.
- ii) Progression to Level 3 is subject to the appointee serving one year at a lower level and passing assessment by a panel appointed by the Board.
- iii) Criteria for Administrative Assistant - Level 4 - (previously Senior Administrative Assistant) to remain as per circular SCC 95/16 attached to the Rural Lands Protection Board Award.
- iv) Initial appointment may be made at any level subject to the qualifications of the appointee and at the discretion of the Board.
- v) If any employee feels that any application for progression has not been reasonably treated, appeal is to be as specified for the Dispute Settling Procedures in Clause 28 of the Agreement.

5.4 Ranger

Year 1	\$27,528.00 plus Clauses 5.4.2 and 27 allowances = 2167.00
Year 2	\$28,659.00 plus Clauses 5.4.2 and 27 allowances = \$2,167.00
Year 3	\$29,730.00 plus Clauses 5.4.2 and 27 allowances = \$2,167.00
Year 4	\$30,871.00 plus Clauses 5.4.2 and 27 allowances = \$2,167.00

Multi-Skilled Ranger

Level 1 \$33,915.00 plus Clauses 5.4.2 and 27 allowances = \$2,167.00

Senior Ranger

Level 2 \$36,741.00 plus Clauses 5.4.2 and 27 allowances = \$2,167.00

Managing Ranger

Level 3 \$40,000.00 plus Clauses 5.4.2 and 27 allowances = \$2167.00

5.4.1 Progression Criteria

- a) First year of service in probationary
- b) Initial appointment may be to any step in the scale subject to being qualified and passing the Performance Assessment if applicable.
- c) Progression to Multi-skilled Ranger can be from any year of service providing the barrier is passed, but cannot be effective until 6 months after commencement of the agreement variation.
- d) Progression to Senior Ranger depends on:
 - i) Establishment of the position by the Board;
 - ii) 6 months service as a Multi-Skilled Ranger for persons employed at the commencement of the agreement variation and 12 months service as a Multi-Skilled Ranger for persons employed after the commencement of the agreement variation;
 - iii) Passing the Board's performance assessment.
- e) Progression to Managing Ranger depends on:
 - i) Establishment of the position by the Board;
 - ii) Passing the Board's performance assessment.



- f) The positions of Multi-Skilled Ranger, Senior Ranger and Managing Ranger require current certification as Authorised Control Officer and Inspector of Stock. Loss of certification as an Authorised Control Officer or Inspector of Stock disqualifies a person from holding the positions of Multi-Skilled Ranger, Senior Ranger and Managing Ranger.
- g) A person must continue to hold certification as Authorised Control Officer or Inspector of Stock to qualify holding the position of Ranger.

5.4.2 Allowances

- a) A supervisor's allowance of \$26.68 per week is payable to Rangers who are directed by the Board to supervise the work of Rangers or Field Assistants.
- b) If a Ranger is required by the Board, under an arrangement with Commonwealth Government Authorities or others, to care for an animal in quarantine, the Ranger shall be paid, in addition to any other payment to which he or she may be entitled under this agreement, \$9.78^d for each hour or part thereof during which he or she carried out such work.
- c) If a Ranger is required by the Board to carry out the duties of a noxious weed inspector of a Shire or Municipality and the Ranger agrees to do so, the Ranger shall be paid in addition to any other payment to which they are entitled under this agreement an allowance at the rate of 15% of the weekly equivalent of their salary for each week, or part thereof, during which they are so employed; provided that this clause shall not apply to duties performed by the Ranger in connection with noxious weeds on travelling stock reserves. This allowance shall only be paid by the Board providing:
 - i) the qualifications of the Ranger are acceptable to the Shire; and
 - ii) the Shire or Municipality pays the Board for the work carried out.

5.4.3 Progression Criteria

Ranger

- a) Progression to year 2 shall be subject to passing the course on Vertebrate pests or passing the examination on the Ranger's Manual.
- b) Progression to years 2, 3 and 4 shall be subject to certification by the Board that the Ranger is performing satisfactory service.
- c) The Board may grant accelerated progression to Ranger Grades 1 and 2 if the Board certifies that the Ranger is performing above expectation.

Multi-Skilled Ranger

Progression to Multi-Skilled Ranger shall be subject to:

- i) Passing the Vertebrate Pest Course;
- ii) Passing the Rangers' Manual Examination;
- iii) Successfully completing all available legal training courses
- iv) The Board may at its discretion appoint to the position of Multi-Skilled Ranger subject to the availability of the relevant legal courses

Criteria

Ability to exercise all appropriate functions under:

- a) Stock Diseases Act
- b) Rural Lands Protection Act 1989
- c) Interstate Stock Movements
- d) Disaster Relief
- e) Cattle Compensation Act



Ability to advise on and implement programs in:

- a) Animal Welfare
- b) Noxious Weed Control
- c) Intergrated Pest Management
- d) Livestock Management Systems of the District

Senior Ranger

Appointment to Senior Ranger shall be subject to:

- i) Passing Vertebrate Pest Course
- ii) Passing Rangers Manual Examination
- iii) Successfully completing Legal Training Courses 1, 2 and 3
- iv) Appointment shall be subject to the Board's approval

Criteria

Ability to implement Board policy on:

- a) Vertebrate Pest Control
- b) Noxious Insect Control
- c) Supervision of Other Staff
- d) TSR Management
- e) Animal Health Program

Ability to:

- a) Work without supervision
- b) Have input into Board Policy formulation
- c) Prepare adequate reports to the Board
- d) Maintain adequate documentation of files and records
- e) Represent the Board and the Department in prosecutions
- f) Organise Field Days for ratepayers

If any officer feels that any application for progression has not been reasonably treated, appeal is to be as specified for the Dispute Settling Procedures in Clause 28 of the Agreement.

Managing Ranger

Appointment to Managing Ranger shall be subject to:

- i) Passing all the requirements of the position of Senior Ranger, and
- ii) Being required by the Board to perform the following duties:
 - a) Vertebrate Pest Control
 - b) Land Management
 - c) Budgeting of own area of responsibility
 - d) Co-ordination of other staff
 - e) Training of Staff
 - f) Take part in recruitment of staff
 - g) Purchasing of items in area of responsibilities



5.5 Field Assistants and Mechanics

Level 1 Field Assistant	\$23,692.00
Level 2 Field Assistant	\$24,200.00
Level 3 Field Assistant	\$25,916.00
Level 4 Field Assistant	\$27,775.00

5.5.1 Progression Criteria

- i) Grading levels to be the same as for the classification for Administrative Assistant.
- ii) Progression to Level 2 is subject to the appointee completing an Agricultural Chemical Users Course or Mechanical Trade Certificate.
- iii) Progression to Level 3 is subject to the appointee serving one year of service at Level 1 or Level 2 and passing assessment by a panel appointed by the Board.
- iv) Progression to Level 4 is subject to the appointee (a) completing an Agricultural Chemical Accreditation Course or appropriate specialised accreditation and (b) capable and competent of the following duties in accordance with accreditation including (i) assistant/carry out noxious animal, noxious inspect and pest control programs - including preparation of bait material and carry out rabbit eradication area surveillance and eradication; or (ii) assist with animal health programs and assist with sale yard monitoring; or (iii) carry out repairs and maintenance to vehicles plant and equipment; and passing assessment by a panel appointed by the Board.
- v) Initial appointment may be made at any level subject to the qualifications of the appointee and at the discretion of the Board.
- vi) The Board may grant accelerated progression if the Board certifies that the employee is performing above expectation.
- vii) If any employee feels that any application for progression has not been reasonably treated, appeal is to be as specified for the Dispute Settling Procedures in Clause 28 of the Agreement.

6. Telephone Allowance

- 6.1 If an employee is required by the Board to install a new telephone to their private home for the convenience of rate payers or others in connection with the execution of their duties outside normal hours, the Board shall pay installation costs and rental of such telephone.
- 6.2 Additionally, the Board may at its discretion, pay such proportion of private calls from such phones and under such conditions as the Board determines.



7. Motor Vehicle Allowance

- 7.1 Staff required to use a Board's vehicle in the course of their duties are to have use of the vehicle fully maintained for travelling to and from home and office or job location.
- 7.2 Staff required to use a Board's vehicle in the course of their duties may, at the discretion of the Board, be granted private use of the vehicle in addition to that specified in Clause 1 above under such conditions as the Board determines.
- 7.3 Where an employee is required to use their private vehicle in the normal course of duties, an amount as set in Item 4 of Annexure 1, or such rates as advised by the premier's Department relating to vehicle usage for Directors of Boards shall be paid to the employee.

8. Competency and Training

- 8.1 The Board may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the Tamworth Rural Lands Protection Board Enterprise Agreement provided that such duties are not designed to promote deskilling.
- 8.2 The Board may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 8.3 Any direction issued by the Board pursuant to subclauses 8.1 and 8.2 shall be consistent with the Board's responsibilities to provide a safe and healthy working environment.

9. Hours of Work

- 9.1 Hours of work, exclusive of meal breaks, shall not exceed an average of 38 hours per week. Wherever possible, regularised hours of work should be maintained and rosters should be mutually agreed between the Board and the employee.
- 9.2 Where an employee, by agreement with the Board, works in excess of 38 hours in any one week, the employee shall be entitled to equivalent time off at a later time, that time to be mutually agreed between the Board and the employee concerned so that, over the period of time concerned, the average number of hours per week the employee works equals 38.
- 9.3 In the absence of an agreement to the contrary, time off in lieu of excess hours shall be acquitted within a four week period of the excess hours being worked, so that over the four week cycle the employee works a total of 152 hours.

Provided that:

9.4 An employee and the Board may agree to either:

- a) defer the taking of time off in lieu to a date beyond the four week cycle;
or
- b) defer the taking of the time off in lieu to be taken in conjunction with annual or other leave.

Provided that:

9.5 All excess time shall be acquitted within one year of its being worked so that over the 52 weeks of any year, the average ordinary hours worked per week equal 38.

9.6 Rangers and Administrative Officers and District Veterinarians are on call for 24 hours each day when it is a reasonable request.

10. Overtime

10.1 Overtime shall mean one continuous hour or more in excess of 38 hours per week worked at the direction of the Board which, from its character or from special circumstances cannot be performed in accordance with arrangements under Clause 9, Hours of Work.

10.2 Payment for overtime worked shall not be made under this agreement without:

- i) Board approval for the overtime worked; and
- ii) Board approval for the payment of overtime



10.3 Approved paid overtime shall be paid at the following rates:

- i) for all overtime, other than Sundays, worked in excess of 38 hours per week at the rate of time and a half for the first two hours and double thereafter;
- ii) for all overtime worked on Sunday, double time for each and every hour;

provided that:

- iii) Overtime rates are not fixed for meal times;
- iv) If an employee is absent from duty on any working day during any week in which overtime has been worked by them, the time so lost may be deducted from the total value of overtime worked by them during the week unless there has been granted leave of absence for recreation or on account of illness or unless, in the opinion of the Board, their absence has been caused by circumstances beyond their own control.

10.4 After completion of the first continuous hour, overtime shall not be paid for periods of less than one-quarter of an hour.

10.5 The method to be used to calculate overtime shall be as follows:

$$\frac{\text{Annual Salary}}{38} \times \frac{7}{365.25}$$

which shall determine the ordinary time (single) hourly rate.

10.6 To determine appropriate rates, the rate determined in 10.5 above shall be multiplied by 3/2 of 2/1 as the case may be.

10.7 Rangers, Administrative Officers and District Veterinarians accept the system of leave in lieu of overtime as provided in this agreement.

11. Recreation Leave

11.1 Employees shall be entitled to paid recreation leave at the following annual rates:

- a) Twenty working days where the employee's headquarters is in a district in the Eastern Division
- b) Not more than forty days recreation leave shall be allowed in any period of twelve months except with the approval of the Board.

11.2 Recreation leave shall not accrue for a period in excess of fifty working days except with the approval of the Board and any excess will be forfeited, provided the Board had not prevented the employee taking their leave when due or approval to accumulate more than the fifty days had been granted by the Board.

11.3 Recreation leave hereunder shall be deemed to accrue from month to month and leave so accrued or any portion thereof may be granted to any employee by the Board at such time as the Board deems convenient.

11.4 Where the employment of an employee is terminated for any reason whatsoever the employee or their spouse, children, or other dependant relative or legal representative, shall be paid the monetary value of accrued recreation leave due, calculated at the rate of remuneration which the employee was receiving at the date when the employee's services were terminated.

11.5 Recreation leave shall accrue to employees in respect of any period of absence from duty on long service leave.

11.6 Rangers and Administrative Officers and District Veterinarians will take a minimum of 10 consecutive working days as recreation leave during each period of one year after the first year of service.

12. Recreation Leave Loading

- 12.1 Employees shall be paid an annual leave loading at the rate of 17.5 per cent for each and every week of recreation leave or part thereof.
- 12.2 The full entitlement to the annual leave loading that the employee has accrued over the previous twelve months is to be paid to the employee on the first occasion on which the employee takes sufficient recreation leave to permit the employee to be absent from duties for at least two consecutive weeks after December 1 in any year. The loading will apply only to leave accrued in the year ending on the preceding November 30, up to a maximum of four weeks.
- 12.3 In the event of no such absence occurring by November 30 of the following year, the employee (being still employed) is to be paid the monetary value of the annual leave loading, notwithstanding that they have not entered on leave.
- 12.4 There shall be a leave year ending November 30 in every year.
- 12.5 The annual leave loading is not payable when an employee is granted recreation leave to their credit, or the monetary value thereof, on resignation, retirement, termination of employment, dismissal, etc.
- 12.6 Broken service during the year does not attract the annual leave loading, e.g. if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 12.7 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Board and the person's period of service shall not be deemed to have been interrupted:
- shall be deemed to
be employed by a Board and
to have been interrupted:
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- (1) by the person ceasing to be employed by one Board and immediately thereafter, except for a period of any agreement leave to which the person was entitled, commencing employment with another Board; or
 - (2) by the person having serviced or trained in the defence of the Commonwealth.

12.8 **Rate of Payment:** The annual leave loading is to be calculated on the salary or wage rate paid for the leave when taken, i.e. rates granted by award or National Wage Case decision during the period of leave are to be taken into account unless otherwise prescribed by award or National Wage Case decision and in necessary retrospective adjustment of the loading is to be made. Where payment is made at November 30, 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 leave been taken at November 30.

13. Long Service Leave

13.1 Every employee who has had ten years service shall be entitled to two months leave on full pay or four months on half pay. After service in excess of ten years the employee shall be entitled to further leave proportionate to their length of service after ten years calculated on the basis of five months on full pay or ten months on half pay for ten years served after initial service of ten years.

13.2 Where service of an employee with at least five years service and less than ten years service is terminated for any reason other than the employee's serious or wilful misconduct, the employee shall be entitled to proportionate payment of such leave calculated on the basis of two months leave for ten years of service.

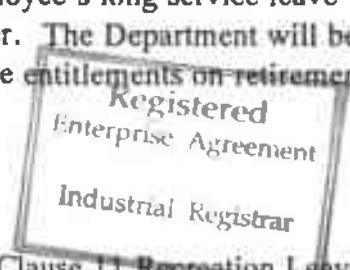
13.3 Where service of an employee with at least ten years of service terminates by reasons of resignation, retirement or dismissal for any cause, the employee shall be entitled to leave pursuant to subclause 13.1 hereof, if not already taken and in addition to the amount of leave proportionate to the employee's length of service after ten years calculated on the basis of five months on full pay after service of ten years; provided that the resignation for the purpose of immediately commencing employment with another Board shall not be deemed to be resignation for the purpose of this subclause.

13.4 Where the service of any employee with at least five years service and less than ten years service terminates by reason of their death, their next of kin or nominated beneficiary shall be entitled to receive the monetary value to which the employee would have been entitled, had the person's services been terminated for any of the reasons set out in subclause 13.2 of this clause, computed at the rate of salary such employees received at the time of death.

13.5 When an employee who is entitled to long service leave with pay dies before entering upon such leave or, after entering upon such leave dies before its termination, their next of kin or nominated beneficiary shall be entitled to receive the monetary value of the leave not taken or not completed.

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- 13.6 When an employee who is entitled to long service leave resigns or has retired such employee shall be entitled to received forthwith the monetary value of such leave.
- 13.7 In case of necessity the Board may grant long service leave of absence without salary.
- 13.8 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by the Board and the person's period of service shall not be deemed to have been interrupted"
- a) by the person ceasing to be employed by one Board and immediately thereafter, except for a period of any agreement leave to which the person was entitled, commencing employment with another Board; or
- b) by the person having served or trained in the defence of the Commonwealth.
- 13.9 When an employee (other than a District Veterinarian) transfers from one Board to another, the former employing Board shall pay to the newly employing Board the contingent liability of the Board's contribution to the employee's long service leave contingent entitlements as at the date of transfer.
- 13.10 When a District Veterinarian transfers from one Board to another, the former employing Board shall pay to the newly employing Board half the contingent liability of the Board's contribution to the employee's long service leave contingent entitlements as at the date of transfer. The Department will be liable for payment of half the long service leave entitlements on retirement or termination.



14. Public Holidays

- 14.1 In addition to recreation leave provided for in Clause 11 Recreation Leave, employees shall be entitled to the following public holidays: New Year's Days, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Bank Holiday, Christmas Day, Boxing Day and any days appointed by the Governor by proclamation in the Gazette to be observed as a public holiday within the town in which the Board's office is situated.
- 14.2 The Board may substitute the above days for any other day with the consent of the majority of employees concerned.

- 14.3 All time worked on a public holiday at the direction of the Board shall be paid for at the rate of double time and a half. Alternatively, employees who work on a public holiday may, by mutual agreement, perform such work at ordinary rates provided that leave at the rate of time and a half is added to the employee's annual leave, or one day and a half in lieu of such public holiday shall be allowed to the employee within twenty-eight days of such holiday falling due.

15. Special Leave

Special leave with pay shall be granted to employees in certain circumstances as listed below. The Board may, from time to time specify other purposes for which special leave may be granted. Special leave applies to activities which are not regarded as being on duty covered by other forms of leave.

15.1 Jury Service

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- a) An employee is to be granted special leave for the purpose of attending a court for jury service, subject to the employee presenting a certificate of attendance from the Registrar or Sheriff and pay all jury fees other than travelling expenses to the Board.
- b) Special leave is not available if jury service falls during a period of absence on recreation leave or long service leave, etc.
- c) When special leave is not applied for i.e. where a person elects to taken recreation leave, leave without pay etc. the jury fee may be retained by the employee.

15.2 Acting as a member of a conciliation committee

An employee appointed as a member of a conciliation committee under the provisions of the Industrial Relations Act, 1991 is to be granted special leave for such time as is necessary for committee deliberations.

15.3 Travelling to another centre for medical examination

Employees required to travel to another centre for medical examination at the direction of the Board are to be granted special leave for the time they are necessarily absent from duty.

15.4 First-aid officers attending courses to train or retrain first-aid officers

Special leave is available for attendance at courses conducted to train or retrain first-aid officers in order to meet Board needs. In such cases the cost of the course will be met from Board funds provided that the person is nominated by the Board to attend the course.

15.5 Blood Donors

Employees shall be granted special leave to give blood, with such leave being restricted to the time reasonably necessary.

15.6 Defence Forces Reserves

Special leave is available to employees who are members for the Defence Forces Reserves for the purpose of travelling to annual camp and attendance at medical examinations.

16. Short Leave

16.1 In cases of pressing necessity (e.g. bereavement of close family relatives), the Board may grant any employee leave of absence not exceeding three working days. If such leave in any case exceeds three working days in any twelve month period, the excess shall be deducted from any recreation leave due to the employee, or the Board may grant leave of absence without salary.

16.2 An employee being an ex-service person may be granted special leave of absence with full pay in one or more periods up to a maximum of seven working days in any period of twelve months for the following purposes:

- a) to attend a hospital or visit a medical officer for a pension application, appeal or review;
- b) to attend a hospital or medical officer for periodical examination or attention;
- c) to attend a hospital, medical practitioner, specialist, artificial limb maker, maker of surgical appliances or factory for the supply, replacement or repair of an artificial limb or surgical appliance.



17. Sick Leave

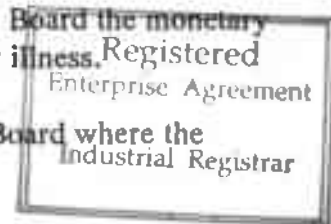
17.1 Where the Board is satisfied that an employee is unable to perform their duties on account of ill health, it may grant absence on full pay for the relevant period set out in paragraph (a) of this clause or the period set out in paragraph (b) of this clause, whichever is the longer;

- a) during the first year of service, ten working days; during the second year of service, fifteen days; and after two years of service, twenty working days in any period of twelve months, or alternatively
- b) a period calculated by allowing ten working days for each completed year of service and deducting therefrom the period of sick leave on full pay taken by an employee during the person's period of service, provided that:

- (i) leave under this clause shall not be granted for a continuous period in excess of 120 working days;
 - (ii) the maximum period of sick leave on full pay which may be granted to any employee during their service shall not exceed 400 working days, unless specially approved by the Board.
- c) The benefits conferred by this clause shall be deemed to accrue as from the date of the employee being first employed by the Board.
- 17.2 The employee shall, as soon as practicable from the commencement of such absence, inform the Board or the Board's representative of the employee's inability to attend for duty and shall state the nature of the injury or personal illness and the estimated duration of absence.
- 17.3 The Board, on being satisfied that further leave in addition to that provided for in subclause 17.1 of this clause is necessary on account of illness, may grant such further leave on such terms as it may consider appropriate in the circumstances of the case.
- 17.4 An employee absent on account of illness for any period exceeding three consecutive days shall submit to the Board a medical certificate showing the nature of the illness and the Board may require provision of a medical certificate in respect of absence for a shorter period owing to illness.
- 17.5 The Board may send a medical practitioner to examine any employee who is absent from duty on account of illness and if the Board is satisfied by the report of such medical practitioner that the illness of such employee has been caused by the person's own misconduct the fee of the medical practitioner and the employee's salary for each day of absence shall be deducted from any monies due or to become due to the employee. Any employee aggrieved by such deduction may appeal in accordance with the procedures in Clause 32 Disputes Settling Procedures.
- 17.6 a) If the Board has reason to believe an employee is in such a state of health as to render them a danger to their fellow officer or to the public, it may require the employee to obtain and furnish a report of the person's condition from a duly qualified medical practitioner for examination either by a Government medical officer or by a medical practitioner named by the Board.
- b) Upon receipt of the medical report the Board may direct the employee to absent themselves from their duties for a specified period and the employee's absence shall be regarded as absence on leave owing to illness and such leave shall be granted on terms and conditions set out in this clause.

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- 17.7 If the absence from duty of an employee arises from circumstances which may give rise to a claim for payment under the Workers' Compensation Act, 1988, the employees concerned may be paid salary to extent of the sick leave for which the person is eligible in accordance with this clause and such payment shall be regarded as being made pending determination of the conditions on which leave shall be granted and shall be granted and shall be adjusted when such determination has been made.
- 17.8 Payments made in accordance with paragraph (7) of this clause shall be regarded as inclusive of compensation (other than medical expenses) to which the employee may be entitled under the said Act.
- 17.9 Where the employee is injured or becomes ill under circumstances which may render the person eligible to claim compensation under the said Act and such employee stated that they do not intend to claim workers compensation, leave with pay shall not be granted to such employee.
- 17.10 Where the circumstances of any injury to, or illness of an employee may give rise to a claim for damages or compensation otherwise than under the said Act, sick leave may be granted by the Board in accordance with this clause, upon completion by the employee of an undertaking in a form approved by the Board that in the event of the person's recovering damages or compensation in respect to the injury or illness the person shall repay to the Board the monetary value of any sick leave granted in respect of such injury or illness.
- 17.11 All accumulated sick leave is to be transferred to another Board where the employee transfers from one Board to another.



18. Parental Leave

18.1 Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

18.2 Definitions

For the purpose of this clause:

- a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or season work.
- b) "Paternity Leave" means leave of the type provided for in subclause 18.4
- c) "Maternity Leave" means leave of the type provided for in subclause 18.5 (and includes special maternity leave)
- d) "Child" means a child of the employee under the age of one year

- e) "Spouse" includes a de facto spouse.
- f) "Primary Care Giver" means a person who assumes the principal role of providing care and attention for a child.
- g) "Continuous service" means service under an unbroken contract of employment with the Board and includes:
 - (i) any period of leave taken in accordance with this subclause;
 - (ii) any period of leave or absence authorised by the Board or by the award.

18.3 Maternity Leave

18.3.1 Nature of Leave - Maternity leave is unpaid leave.

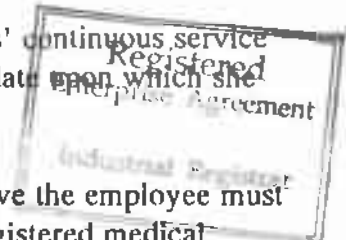
18.3.2 Eligibility for maternity leave - An employee who become pregnant, upon production to her employer of the certificate required by paragraph 18.3.3. hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs 18.3.5 and 18.3.8 hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

18.3.3 Certification - When applying for maternity leave the employee must produce to her employer a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.

The employee must also produce to her employer a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.



18.3.4 Notice requirements -

- a) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- b) An employee shall give not less than four 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.
- c) 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 the six weeks immediately prior to her presumed date of confinement.
- d) 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 subparagraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.



18.3.5 Transfer to a safe job - Where, in the opinion of a registered 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 registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs 18.3.9, 18.3.10, 18.3.11 and 18.3.12 hereof.

18.3.6 Variation of period of maternity leave -

- a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph 18.3.2 hereof:
 - (i) the period of maternity leave may be lengthened once only 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 may be further lengthened by agreement between the employer and the employee.
- b) The period of maternity 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.

18.3.7 Cancellation of maternity leave -

- a) 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.
- b) 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 four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

18.3.8 Special maternity leave and sick leave -

- a) 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:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) 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 registered medical practitioner certifies as necessary before her return to work.
- b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which is entitled and such further unpaid leave (to be known as special maternity leave) as a registered 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 the period to which the employee is entitled under paragraph 18.3.2 hereof.



- c) For the purposes of paragraphs 18.3.9, 18.3.10 and 18.3.11 hereof, maternity leave shall include special maternity leave.
- d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before preceding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 18.3.5 hereof, to the position she held immediately before such transfer.

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

18.3.9 Maternity leave and other leave entitlements -

- a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 18.3.2 hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- b) Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

18.3.10 Effect of maternity leave on employment -

- a) Subject to this subclause, notwithstanding any agreement or other provision to the contrary, absence on maternity leave shall not be taken into account in calculating the period of service for any purpose of any relevant agreement.

18.3.11 Termination of employment -

- a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this agreement.
- b) 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 relations to termination of employment are not hereby affected.

18.3.12 Return to work after maternity leave -

- a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave
- b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph a) 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 paragraph 18.3.5 hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

18.3.13 Replacement employees -

- a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the right of the employee who is being replaced.
- c) 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 subclause, 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.
- d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

18.4 Paternity Leave -

18.4.1 Eligibility for Paternity Leave - A male employee, upon production to the Board of the certificate required by paragraph 18.4.2 shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- a) an unbroken period of up to one week at time of confinement of his spouse;
- b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 month's continuous service with the Board immediately preceding the date upon which he proceed upon either period of leave.

18.4.2 Certification -

- a) When applying for paternity leave the employee must produce to his employer a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place.
- b) In relation to any period to be taken under subparagraph 18.4.1 b) hereof, the employee must also produce a statutory declaration stating:
 - (i) he is seeking that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.



18.4.3 Notice Requirements -

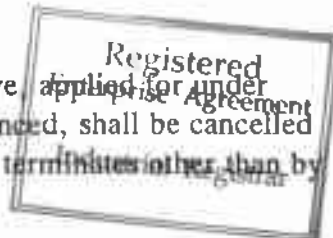
- a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period of periods of leave and produce the certification required in paragraph 18.4.2 hereof.
- b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph a) hereof if such failure is due to:

- (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
- c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph 18.4 hereof.

18.4.4 Variation of period of paternity leave -

- a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph 18.4.1 hereof:
- (i) the period of paternity leave provided by subparagraph 18.4.1 b) may be lengthened once only 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 may be further lengthened by agreement between the employer and the employee.
- b) The period of paternity leave taken under subparagraph 18.4.1 b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing the leave is to be shortened.

18.4.5 Cancellation of paternity leave - Paternity leave applied for under subparagraph 18.4.1 b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.



18.4.6 Paternity leave and other leave entitlements -

- a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 18.4.1 hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

18.4.7 Effect of paternity leave on employment - Subject to this subclause, notwithstanding any award or other provision to the contrary absence on paternity 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 any relevant award or agreement.

18.4.8 Termination of employment

- a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this agreement.
- b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

18.4.9 Return to work after paternity leave -

- a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph 18.4.2 b) hereof.
- b) An employee, upon returning to work after paternity leave on the expiration of the notice required by subparagraph a) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

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

18.4.10 Replacement employees -

- a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- b) Before the Board engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

- c) Before the Board engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, 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.
- d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

18.5 Adoption leave

18.5.1 Nature of Leave - Adoption leave is unpaid leave

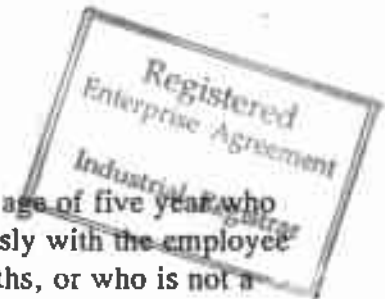
18.5.2 Definitions -

For the purposes of this subclause:

- a) "Child" means a person under the age of five years who has not previously lived continuously with the employee concerned for a period of six months, or who is not a child or stepchild of the employee or of the spouse of the employee and is placed with the employee for the purpose of adoption.
- b) "Relative adoption" occurs where a child, as defined, is adopted by a parent, spouse or a parent or other relative being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

18.5.3 Eligibility - An employee, upon production to the employer of the documentation required by paragraph 18.5.4 hereof shall be entitled to one or two period of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- a) an unbroken period of up to three weeks at the time of the placement of the child;
- b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This entitlement shall be reduced by:
 - (i) any period of leave taken pursuant to subparagraph a) hereof; and
 - (ii) the aggregate of any period of adoption leave taken or to be taken by the employee's spouse.



Such leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse.

The employee must have had at least 12 month's continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

18.5.4 Certification - Before taking adoption leave the employee must produce to the Board:

- a)
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

- b) In relation to any period of leave to be taken under subparagraph 18.5.3 b) hereof, a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.



18.5.5 Notice requirements -

- a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon decided to take a child into custody pending an application for an adoption order.

- b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months' continuous service with that employer immediately preceding the date upon which he or she proceed upon such leave.
- c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement, give notice in writing to the employer of such date and of the date of the commencement of any period of leave to be taken under subparagraph 18.5.3 b) hereof.
- d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph 18.5.3. b) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- e) An employee shall not be in breach of this subclause as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs c) and d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

18.5.6 Variation of period of adoption leave -

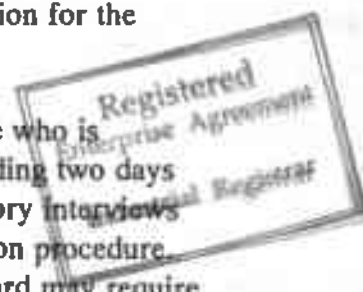
- a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph 18.5.3 hereof:
- (i) the period of leave taken under subparagraph 18.5.3 b) hereof may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and employee.

- b) The period of adoption leave taken under subparagraph 18.5.3 b) hereof 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.

18.5.7 Cancellation of adoption leave -

- a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- b) Where the placement of a child for adoption of a child for a purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

18.5.8 Special leave - The Board shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the Board may require the employee to take such leave in lieu of special leave.



18.5.9 Adoption leave and other entitlements -

- a) Provided the aggregate of any leave, including adoption leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 18.5.3 hereof, an employee may, in lieu of or in conjunction with adoption leave, taken any annual leave or long service leave or any part thereof to which he or she is entitled.
- b) Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.

18.5.10 Effect of adoption leave on employment - Subject to this subclause, notwithstanding any agreement or other provision to the contrary, absence on adoption 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 any relevant award or agreement.

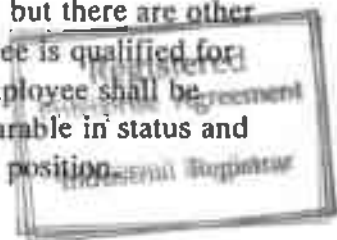
18.5.11 Termination of employment -

- a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this agreement.
- b) The Board shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

18.5.12 Return to work after adoption leave -

- a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph 18.5.3 hereof.
- b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

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



18.5.13 Replacement employees -

- a) A replacement employee is an employee specifically engaged as a result on an employee proceeding on adoption leave.
- b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment of the rights of the employee who is being replaced.

- c) Before the Board engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, 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.
- d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

18.6 Part-time work -

18.6.1. Definitions -

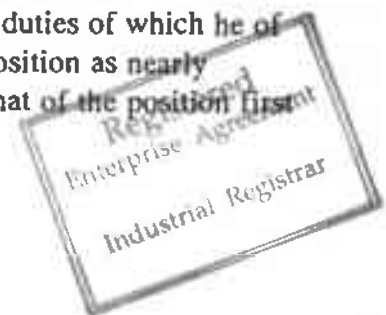
For the purposes of this subclause:

- a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- c) "Former positions" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause, whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

18.6.2. Entitlement -

With the agreement of the employer:

- a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.



- c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- d) A female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

18.6.3 Return to former position -

- a) An employee who has had at least 12 months' continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- b) Nothing in subparagraph a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

18.6.4 Pro rata entitlements - Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph 18.6.5 hereof, part-time employment shall be in accordance with the provisions of this agreement which shall apply pro rata.



18.6.5 Part-time work agreement -

- a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (i) that the employee may work part-time
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment
- b) The terms of this agreement may be varied by consent.

- c) The terms of this agreement or any variation to it shall be produced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- d) The terms of this agreement shall apply to the part-time employment.

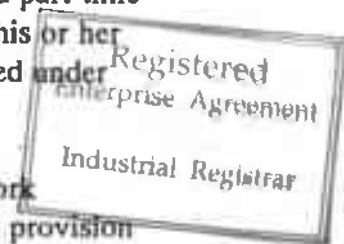
18.6.6 Termination of employment - The employment of a part-time employee under this clause, may be terminated in accordance with the provision of this award but may not be terminated by the employer because the employee has exercised or proposed to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

18.6.7 Overtime - An employer may request, but not require, an employee working part-time under this clause to work overtime.

18.6.8 Nature of part-time work - The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this agreement.

18.6.9 Inconsistent award provisions - An employee may work part-time under this clause notwithstanding any other provision of this agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- a) limiting the number of employees who may work part-time;
- b) establishing quotas as the ration of part-time to full-time employees;
- c) prescribing a minimum or maximum number of hours a part-time employee may work; or
- d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.



18.6.10 Replacement employees -

- a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs 18.6.4, 18.6.5, 18.6.6. and 18.6.9 of this subclause apply to the part-time employment of a replacement employee.
- c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph 18.2 g) hereof.

19. Carer's Leave

19.1 Use of Sick Leave

19.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 19 (ii) who needs the employee's care and support, shall be entitled to use in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 17 of the agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

19.1.2 The employee shall, if required establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness of the person concerned is such as to require care by another person. In normal circumstance, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.



19.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of the person concerned; and**
- (ii) the person concerned being:**
 - (a) a spouse of the employee: or**
 - (b) a de facto spouse, who, in relation to a person is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person : or**
 - (c) a child or an adult (including an adopted child, a step child, a foster child or an ex nuptial child). parent (including a foster parent and legal guardian). grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or**
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or**
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:**
 - 1. 'relative' means a person related by blood marriage or affinity.**
 - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and**
 - 3. 'household' means a family group living in the same domestic dwelling.**



19.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

19.2 Unpaid leave for family Purpose

19.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 19.1.3 (ii) above who is ill.

19.3 Annual Leave

19.3.1 An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1994, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

19.3.2 Access to annual leave, as prescribed in paragraph 19.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

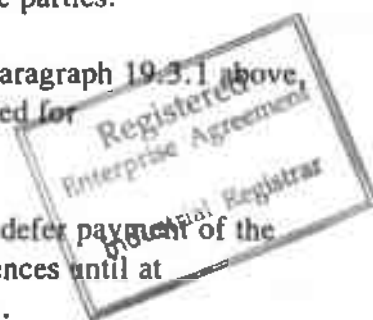
19.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.

19.4 Time off in Lieu of Payment for Overtime

19.4.1 An employee may elect with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

19.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

19.4.3 If having elected to take time as leave in accordance with paragraph 19.4.1 above, the leave is not taken for whatever reason, payment for time accrued is overtime rates shall be made at the expiry of the twelve (12) month period or on termination.



19.4.4 Where no election is made in accordance with paragraph 19.4.1 the employee shall be paid overtime rates in accordance with the award.

20. Dissolution of Board

Where the Board is dissolved, by reason of its amalgamation with another Board, or otherwise, the following provisions shall apply with respect to the employees of the dissolved Board, provided that they have been employed by the dissolved Board for a continuous period of at least twelve months immediately prior to the dissolution of the dissolved Board:

- a) If after the dissolution they are employed by the Board which assumes all or part of the functions of the dissolved Board (hereinafter called the new Board), the employee during the first two years of their employment by the new Board or until their employment is terminated, whichever is the shorter period, shall be paid a salary at a rate which, except for basic wage variations, will not be less than the rate which they were being paid immediately before the date of dissolution of the dissolved Board.
- b) If after the dissolution the employee is not employed by the new Board or if their employment is terminated by the new Board, other than for misconduct, within two years of the date of dissolution of the dissolved Board the employee shall, on the termination of their employment, be paid by the dissolved Board, if not employed by the new Board or by the new Board if they are so employed, a sum equal to five weeks salary for each year of continuous service as an employee of Rural Lands Protection Boards, at a rate equal to the average weekly amount of their salary during the fifty-two weeks immediately preceding the date of dissolution of the dissolved Board; provided that in no circumstances shall the total amount payable under this clause exceed a sum equal to one hundred and four week's salary at such rate.



21. Termination, Change and Redundancy

21.1 Board's Duty to Notify -

- a) Where a Board has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Board shall notify the employees who may be affected by the proposed changes and the Association.
- b) "Significant Effects" include termination of employment, major changes in the composition, operation or size of the Board's workforce or in the skills required; the elimination of or diminution of job opportunities promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provisions for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

21.2 Board's Duty to Discuss Change -

- a) the Board shall discuss with the employees affected and the Association the introduction of the changes referred to in subclause 21.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.
- b) The discussion shall commence as early as practicable after a definite decision has been made by the Board to make the changes referred to in subclause 21.1 hereof.
- c) For the purposes of such discussion, the Board shall provide in writing to the employee concerned and the Association, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any Board shall not be required to disclose confidential information, the disclosure of which would be inimical to the Board's interest.



21.3 Redundancy -

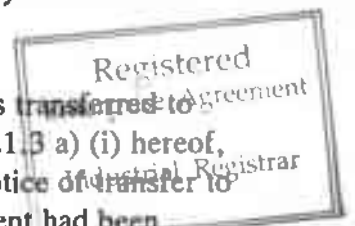
a) Discussion before Terminations -

- (i) If a Board has made a definite decision that it wishes to delete an occupied position and if such a decision may lead to termination of employment, the employer shall hold discussions with any effected employees and with the Association and with the Council.
- (ii) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph 21.3 a) (i) hereof and shall cover any reasons for the proposed terminations, and measures to mitigate any adverse effects of any terminations of the employees concerned.
- (iii) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and to the Association, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number of categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

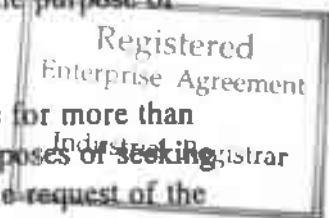
b) **Transfer to Lower Paid Duties** - Where an employee is transferred to lower paid duties for reasons set out in subparagraph 21.3 a) (i) hereof, the employee shall be entitled to the same period of notice of transfer to which they would have been entitled if their employment had been terminated and the Board may, at the Board's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new lower ordinary-time rates for the number of weeks of notice still owing.

c) **Severance pay** - In addition to the period of notice prescribed for ordinary termination in this agreement and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph a) hereof shall be entitled to two weeks pay for every year of service to a maximum of twenty-six weeks pay.

"Weeks pay" means the ordinary-time rate of pay for the employee concerned.



- d) **Employee Leaving During Notice** - An employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph a) hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had they remained with the Board until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- e) **Alternative Employment** - A Board in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the Board obtains acceptable alternative employment for an employee.
- f) **Time Off During Notice Period** -
- (i) During the period of notice of termination given by the Board, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purposes of seeking other employment, the employee shall, at the request of the Board, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- g) **Notice to Commonwealth Employment Service** - Where a decision has been made to terminate employees in the circumstances outlined in subparagraph 21.3 a) (i) hereof, the Board shall notify the nearest Commonwealth Employment Service as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- h) **Employees With Less than One Year's Service** - This clause shall not apply to employees with less than one year's continuous service and the general obligation the Board should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- i) **Employees Exempted** - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.



- j) Incapacity to Pay - The Board, in a particular redundancy case, may make application to the Commission to have the general severance pay prescribed varied on the basis of the Board's incapacity to pay.

22. Removal Expenses

22.1 With the prior approval of the Board, where an employee is required to change domicile in order to take up a position of Administrative Officer or Ranger such an employee is entitled to reimbursement of up to \$1,500 for removal expenses on the production of receipts.

22.2 Where a District Veterinarian applies for a position in another district in answer to an advertisement by the Department and is appointed, the District Veterinarian shall be eligible for removal expenses as detailed in subclause 22.1. When the move to another district is made on account of:

a) an arrangement between District Veterinarians to exchange position;
or

b) the District Veterinarian's misconduct; no expenses shall be allowed without the special approval of the Board and the Department.

22.3 a) The actual cost of conveyance of District Veterinarians and their families transferring from one district to another, together with reasonable expenses of removal of furniture and effects, shall be allowed. The Department and the Board shall each be liable for payment of half the cost.

b) Application for expenses in respect of removal of furniture and effects shall be sent to the Department and shall be accompanied by -

(i) an inventory of the furniture and effects including the appropriate gross weight; and

(ii) quotations from carriers for the cost of removal.

c) The quotations shall be obtained, where practicable, from at least two carriers and should show the cost of removal from house to house.



- d) The liability of the Department and the Board for removal expenses shall be limited to the amount specified in the approved quote, but the furniture and effects may be removed in any way the District Veterinarian chooses. The Department and The Board shall in no case be responsible for any damage done to the furniture and effects in the course of removal, but shall each reimburse half the amount of the premium in respect of an insurance policy effected by the District Veterinarian up to the maximum rate currently charged by the tariff insurance companies to cover such risks as collision, fire, overturning of vehicles and other risks for which a common carrier is not normally liable, subject to the maximum insurable value of furniture and effects not exceeding \$40,000.

22.4 Where a District Veterinarian whose removal expenses are being paid by the Department and the Board finds it necessary to secure board and lodging for self and dependant relatives whilst waiting:

- a) to commence or continue the journey to the new location; or
- b) to secure a residence or accommodation at the new location, the District Veterinarian shall be allowed one half of the actual cost so incurred for a period not exceeding one week in the first case and four weeks in the second. If the Department is satisfied that the District Veterinarian has made every reasonable but unsuccessful endeavour to secure a home or accommodation at the destination, the allowance may be continued for an additional period not exceeding four weeks. In special cases where the Department, after a report from the Board, is satisfied that a further continuation of the allowance is warranted, an allowance not exceeding \$25 per week may be granted for an additional period not exceeding five weeks. The Department and the Board shall each be liable for half the cost for these allowances.

22.5 A District Veterinarian transferring from one district to another shall be allowed sustenance on the same basis as is specified in Clause 26 Sustenance Allowance and shall also be paid Disturbance Allowance in accordance with the Crown Employees (Transferred Officer's Compensation) Award. The Department and the Board shall each be liable for half the cost of these allowances.

22.6 A District Veterinarian who transfers from one district to another, buys a residence or land upon which to erect a residence at the new location and enters into occupation of such residence within fifteen months of the date of the transfer shall be granted an allowance to cover the whole of stamp duty paid, subject to paragraph a) of this subclause. The Board and the Department shall be liable for payment of this allowance.

- a) Reimbursement of stamp duty under this subclause is not to exceed the amount which would have been payable had the purchase prices of the residence or land upon which to erect a residence been \$200,000.00

23. Conference Attendance and Industrial Leave

- 23.1 Attendance at conferences of the District Veterinarians, Rangers, Administrative Officers and Administrative Assistants by employees shall be deemed to be part of their normal duties.
- 23.2 Any member of the Executive Committees of a Staff Association when attending a meeting of the Executive shall be granted leave on full pay while so attending.

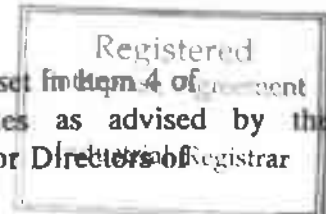
24. Living Allowance

An employee who at the date of effect of this agreement is receiving a living allowance shall continue to do so, such allowance to be paid at the rate as set out in Items 1-3 of Annexure 1 - Allowance and Other Rates of Part B.

25. Travel Allowance

Where an employee travels on official duty with the approval of the Board the employee shall be allowed:

- a) The use of a Board vehicle or the cost of conveyance by rail, bus or aircraft and in the case of emergency, cost of hiring a car or other vehicle.
- b) If the employee's private car is used, an amount set forth in ~~Item 4 of~~ **Table 1** shall be paid or such higher rates as advised by the Premier's Department relating to vehicle usage for ~~Directors of~~ **Registrars** the Board from time to time.
- c) These provisions shall also be applicable to employees when attending conferences.



26. Sustenance Allowance

26.1 Where Overnight Accommodation is required -

- a) Where in the course of duties, an employee is required to spend one or more nights away from home with the prior approval of the Board, the employee shall be entitled to all reasonable actual expenses, providing receipts are produced to the Board. Expenses include accommodation, breakfast, lunch, dinner and transport costs. Transport costs are specified in Clause 25.
- b) As an alternative to actual expenses, the employee is entitled to the Sustenance Allowance as advised by the Premier's Department for Directors of Boards, without providing receipts to the Board. See Annexure 1 - items 5 and 6.
- c) The Sustenance Allowance as advised by the Premier's Department is calculated on the hourly basis from the time that the employee leaves home or place of employment until the time that the employee returns home or to the place of employment. The Sustenance Allowance covers accommodation, breakfast, lunch, dinner and incidentals but does not cover transport costs. Transport costs can be claimed in addition to the allowance.

26.2 Where Overnight Accommodation is not required -

- a) Where the Board is satisfied that an employee reasonable incurring additional expenses for breakfast, lunch or dinner, the employee may claim the cost of breakfast, lunch or dinner up to the amount set out in Annexure 1 - items 7, 8 and 9 providing receipts are produced to the Board.



27. Protective Clothing and Equipment

Special protective clothing shall be provided in accordance with the Occupational Health and Safety Act 1983 and its associated regulations. The list shall be compiled in consultation with the Association.

28. Horse and Dog Allowance

Where an employee is required by the Board to use in the discharge of their duties a horse or horses which the Board shall provide, together with all necessary harness, saddlery, rugs, equipment and float, the Board shall be responsible for all running costs, feed maintenance and expenses incurred in connection therewith.

Where an employee is required by the Board to be responsible for feeding, grooming and caring for a horse or horses in their own time, the employee shall be paid per week, an amount as set in Item 10 of Annexure 1.

If an employee is required by the Board to use in the discharge of their duties a dog or dogs which the Board shall provide, feed and maintain veterinary expenses, etc. and for which they are further required to be responsible for housing, caring and feeding in their own time, they shall be paid per week an amount as set in Item 11 of Annexure 1 for up to 15 dogs; over 15 dogs, per week an amount as set in Item 12 of Annexure 1.

29. Dispute Settling Procedures

The intention of the following procedures is to establish an equitable and orderly procedure for discussing and settle complaints and grievance. It is not intended to prescribe or offset the right of any part to instigate proceedings under the provisions of the New South Wales Industrial relations Act, 1991. 1996

- (i) Where a dispute arises at a particular location which cannot be resolved between the employee and the relevant supervisor it shall be referred to the Chairperson in an attempt to resolve the matter.
- (ii) Failing settlement of the issue at this level the matter shall be referred to the Board from their advice and assistance.
- (iii) If the matter remains unresolved, the parties shall agree that the matter can be referred to the appropriate Tribunal under the Industrial Relations Act, 1991. 1996

Registered
Enterprise Agreement
Industrial Registrar

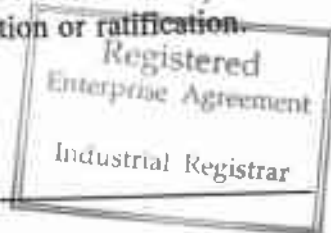
30. Date of Effect and Duration

- 30.1 This agreement rescinds and replace the Rural Lands Protection Board's conditions (State) Award 1995. In so far as it applies only to employees of the Tamworth Rural Lands Protection Board.
- 30.2 It shall apply to District Veterinarians, Rangers, Managing Rangers, Senior Rangers, Multi-Skilled Rangers, Administrative Officers, Administrative Assistants, Senior Administrative Assistants, Field Assistants and Mechanics previously employed under the Rural Lands Protection Conditions (State) Award 1995 pursuant to the Rural Lands Protection Act 1989 and under the previous jurisdiction of the Rural Lands Protection Board's (State) Conciliation Committee.

30.3 This agreement shall take effect from the beginning for the first pay period to commence on or after and shall remain in force thereafter ~~until~~ **FOR A PERIOD OF 3 YEARS.**

31. No Duress Clause

It is hereby declared that neither through negotiation or ratification of this Agreement was any duress placed upon or suffered by an member of staff as a consequence of the involvement in any such negotiation or ratification.



ANNEXURE 1

TABLE 1 - ALLOWANCES & OTHER RATES

Item No.	Clause	Brief Description	Amount	
			With Dependants Per annum \$	Without Dependants Per annum \$
1 2 3	23	Living Allowance - Grade (as defined in Public Service Handbook) A B C	1,083 1,444 1,926	758 1,012 1,348
4	7	Travelling Allowance If the employee's private car is used	37.6 cents/km (engine cap. under 1600cc) 52.6 cents/km (engine cap. 1600 cc - 2700 cc) 56.5 cents/km (engine cap. over 2700cc)	
5 6 7 8 9	25	Sustenance Allowance Accommodation - Capital Cities (including Canberra) Elsewhere Meal Allowance - Breakfast Lunch Dinner	<div style="border: 1px solid black; padding: 5px; display: inline-block; text-align: center;"> Registered Enterprise Agreement Industrial Registrar </div> \$153.75 per day \$109.50 per day \$ 8.60 \$ 11.15 \$ 20.25	
10	27	Horse Allowance Employee responsible for feeding, grooming and caring in own time	\$7.70 per week	
11 12	27	Dog Allowance Employee responsible for housing, caring in own time for up to 15 dogs over 15 dogs	\$15.00 per week \$25.00 per week	

TAMWORTH RURAL LANDS PROTECTION BOARD
 ENTERPRISE AGREEMENT

DATE: 6 December 1996

EMPLOYEE SIGNATORIES TO ENTERPRISE AGREEMENT

CHRISTIAN NAME	SURNAME	POSITION	SIGNATURE
NEVILLE JOHN	BEALE	FIELD ASSISTANT	<i>N. J. Beale</i>
GARRY GRAHAM	BEVITT	FIELD ASSISTANT	<i>G. A. Bevitt</i>
TREVOR ERROL	BURGESS	FIELD ASSISTANT	<i>T. Errol</i>
DANIEL CLAYTON	BURGESS	FIELD ASSISTANT	<i>D. Clayton</i>
LACHLAN GAVIN	CAMERON	ADMIN OFFICER	<i>L. Cameron</i>
ERIK GERT	DEKKERS	MANAGING RANGER	<i>E. Gert</i>
BRADLEY JOSEPH	GALLAGHER	FIELD ASSISTANT	<i>Brad Gallagher</i>
ALWYN GEORGE	GOODCHILD	MULTI SKILLED RANGER	<i>A. Goodchild</i>
JOHN DALE	HEMINGS	FIELD ASSISTANT/MECHANIC	<i>J. Hemmings</i>
BRUCE ARTHUR	HENRY	FIELD ASSISTANT	<i>B. Henry</i>
GRAHAME PATRICK	KELLY	SENIOR RANGER	<i>G. Kelly</i>
GREGORY WILLIAM	LUMBER	SENIOR RANGER	<i>Greg Lumber</i>
CRAIG ALAN	NORVILL	FIELD ASSISTANT	<i>C. Norvill</i>
DAVID	NORVILL	MULTI SKILLED RANGER	<i>David Norvill</i>
ROSLYNN GAI	RIGGS	ADMIN ASSISTANT LEVEL 3	<i>R. Riggs</i>
FIONA LEE	SNAPE	SENIOR ADMIN ASSISTANT	<i>Fiona Snape</i>
BIANCA LEIGH	SUTHERLAND	ADMIN ASSISTANT LEVEL 3	<i>B. Sutherland</i>
TONY CECIL	TOWLER	SENIOR RANGER	<i>T. Towler</i>



TAMWORTH RURAL LANDS PROTECTION BOARD
ENTERPRISE AGREEMENT - 1996
EMPLOYER SIGNATORIES TO ENTERPRISE AGREEMENT

DATE: 6 December 1996.

CHRISTIAN NAME	SURNAME	POSITION	SIGNATURE
JOHN EDWIN	ATKINSON	CHAIRMAN	<i>J. E. Atkinson</i>
JOHN BETTINGTON	WILLIAMS	DEPUTY CHAIRMAN	<i>J. B. Williams</i>
RORIE ELDER	CADRELL	DIRECTOR	<i>R. Elder</i>
GEORGE ERIC	WITTS	DIRECTOR	<i>G. E. Wiggs</i>
EDWARD HUGH WYNFORD	CROFT	DIRECTOR	<i>E. H. W. Croft</i>
COLIN JAMES MCGREGOR	ANDERSON	DIRECTOR	<i>C. J. McGregor</i>
GEOFFREY BYTON	INGALL	DIRECTOR	<i>G. B. Ingall</i>
MARGOT LYN	WOOLASTON	DIRECTOR	<i>M. L. Woolaston</i>

